PART I:

Charles Dickens and *Nicholas Nickleby*
CHAPTER ONE

*Pickwick Papers, Nicholas Nickleby, and Chapman and Hall*

When Chapman and Hall approached the young author of *Sketches by Boz* about a new publishing venture on 10 February 1836, Charles Dickens was not yet Charles Dickens. Before this date—certainly one of the most significant in his publishing career—Dickens had yet to publish anything under his own name. His first six sketches, published between December 1833 and June 1834, had appeared unsigned, and it was only with the seventh (the second installment of “The Boarding House,” published in the August 1834 issue of the *Monthly Magazine*) that Dickens first used the pen name “Boz.”¹ A year later, after having published some 35 sketches in various periodicals, Dickens briefly used the name “Tibbs” (a name he borrowed from a character in “The Boarding House” itself) as the signature to his 5-month run of sketches in *Bell’s Life in London* (September 1835-January 1836).² And on 8 February 1836, two days before his historical meeting with Chapman and Hall, he

---

¹ See Michael Slater, introduction, The Dent Uniform Edition of *Dickens’ Journalism: Sketches by Boz and Other Early Papers 1833-39*, by Charles Dickens, ed. Michael Slater (Columbus: Ohio State University Press, 1994) xii. Slater also provides a useful chart of the first appearances of the *Sketches*, and the periodicals in which they were published.

² Slater suggests that Dickens, “by now very much a writer conscious of having a public, both ensures the recognition of the common authorship of the *Monthly* tales and the *Bell’s Life* sketches, and shares a running joke about that authorship with his readers.” Ibid. xiv.
appeared again in the guise of “Boz” on both the spine and title page of the first two-volume edition of *Sketches by Boz*. Though his adoption of a catchy pseudonym was probably a “signal that he wished his scattered pieces . . . to be thought of as the work of one distinctive writer,” the Dickens (or Boz, or Tibbs) of 1836 was a very different person from the more confident, more consistent, and certainly more authoritative Dickens that emerged before the end of the decade.

The terms of Dickens’s new venture were proposed by Chapman and Hall in a letter dated 12 February 1836, and accepted by Dickens, again via letter, four days later. In their initial correspondence, Chapman and Hall proposed that Dickens write “a book illustrative of manners and life in the Country,” to be published in monthly parts, with illustrations by the well-known artist Robert Seymour. They would pay Dickens “nine guineas per sheet of 16 pages demy 8vo containing about 500 words in a page” of which they would require “one sheet and half every month” (a total of 24 pages). Chapman and Hall further stated that “should the publication prove very successful,” they would “of course be happy to increase the amount in a proportionate

---

3 Ibid. xii.
4 To Charles Dickens, 12 February 1836. Pilgrim I, 648.
5 The calculation for the sheet and a half of demy 8vo (13.5 guineas) was £14. 3s. 6d. The payment in guineas (one guinea equaling £1. 1s. 0d.—a “more gentlemanly” sum than a pound) is significant. Though Dickens’s future contracts would predominantly be in pounds, the *Pickwick* contract marks the first agreement that specifies these distinctly non-tradesmen units as his form of compensation. It is also interesting to note that his request for payment for his proposed *Monthly Magazine* sketches, made within a day or two of the *Pickwick* agreement, is also, uncharacteristically, in guineas. See to James Grant, 16 or 17 February 1836. Pilgrim I, 131.
degree.” Dickens, who would eventually reap nearly seven times the initial offer for *Pickwick*, was evidently content with his £14 per month for the time being. “The work will be no joke,” he wrote to Kate, “but the emolument is too tempting to resist.”

With the death of Seymour on 20 April 1836, and the sales of *Pickwick* in a sorry state, Dickens announced in Part II (published 30 April) that “arrangements are in progress which will enable us to present the ensuing numbers of the *Pickwick Papers* on an improved plan, which we trust will give entire satisfaction to our numerous readers.” There were not, in fact, “numerous readers” for Part II of *The Pickwick Papers*, at least in terms of economic benefit. Chapman and Hall needed to sell around 2,000 copies of *Pickwick* parts to yield any kind of profit, but initial sales of Part I were so poor that the printing run for Part II was reduced from 1,000 to 500 copies. At that point, the “improved plan”—an increase in letterpress from 24 to 32 pages, and a decrease in the illustrations from 4 to 2—had yet to prove itself in the marketplace. Still, Dickens was not in the least bashful about suggesting a change in the terms of his agreement, as he and his publishers tweaked the format of the emerging book:

---

6 To Catherine Hogarth, 10 February 1836. Pilgrim I, 129.  
8 Patten, 64-65.
I have deliberated on the proposal you made me last night. Should you object to give me Twenty Guineas for the two sheets, until the appearance—say of the fourth, or fifth number; and increase the scale of payment at that time, in the event of the sale of the Work increasing as we expect? Making it twenty at once, would only be an addition of Two Pounds per number: If the Work should be very successful, after the period I have mentioned, I apprehend you would have no objection to go a little further.\(^9\)

For some tenuously justifiable reason—be it the success of *Sketches by Boz* (which was “much more talked about than the first two or three numbers of *Pickwick*”\(^{10}\)), Dickens’s enthusiasm over increasing the amount of *Pickwick*’s text (“a point already in agitation”\(^{11}\)), or Chapman and Hall’s simple willingness to gamble on a popular though not clearly-established author—the publishers not only settled on the improved plan, but agreed to Dickens’s request for a raise. Thus the 18 guineas Dickens would have been paid under the original agreement (2 sheets totaling 32 pages, at 9 guineas per sheet), was further increased by two guineas, totaling 20 guineas, or £21—the first of many compensatory adjustments that would come to characterize Dickens’s predictable opportunism during the late 1830s.

Three months later, in August of 1836, the indisputable and ever-swelling success of *Pickwick* did instigate Chapman and Hall to “go a little further,” resulting

---

in “handsome terms” that were “perfectly satisfactory” to Dickens. They agreed to raise Dickens’s monthly stipend to £25 per number (beginning in November), and the following March gave Dickens a £500 bonus and a set of Shakespeare. In early April, they hosted a celebratory banquet in Dickens’s honor, and in July presented the author with a set of Pickwickian punch ladles, prompting Dickens to write that it was “indeed a pleasure to be connected with such men.” By August of 1837, as Pickwick was nearing its close and selling close to 30,000 copies per month, the publishers determined that Dickens would receive £2000 for the entire work—the equivalent of £100 per number. Dickens, throughout this period, was obviously pleased. “I do most unaffectedly and sincerely assure you,” he wrote to his publishers, “that my whole endeavours [sic] at this moment are directed to perpetuating our most pleasant and friendly association,” and that “with feelings most sensitive by nature to honorable and generous treatment, I am and shall ever be impressed with the highest

14 The figure comes from a draft of the instructions for the Pickwick “Deed,” dated 14 August 1837. The £2000 does not actually appear in the final version of the Deed (November 1837), but was presumably paid at some point, likely in installments. See Pilgrim I, 128, n. 3; Pilgrim I, 148, n. 2; and English Literature and History, including the Dickens Archive, Sotheby’s Catalogue (London: Sotheby’s, 1999) Lot 161. Forster, perhaps inaccurately, gives the total figure as £2500. Johnson further confuses the issue by stating that Forster’s estimate was £2000, and that Chapman’s remembrance was £2500—also erroneous. Chapman’s remembrance, according to Forster was £3000 (an “[overstatement of] the actual payments”). See Forster II, ii, and Edgar Johnson, Charles Dickens: His Tragedy and Triumph (New York: Simon and Schuster, 1952) 205.
possible sense of your unvarying conduct towards me.”\textsuperscript{15} To be sure, with \textit{Pickwick}’s sales reaching nearly 40,000 per month by the end of the serial run, and the coffers of the publishing house being enriched by £14,000 on the numbers alone,\textsuperscript{16} it was both generous and wise of Chapman and Hall to include Dickens in the ample fruits of \textit{Pickwick}’s returns—generous because no part of their written agreements with Dickens required them in any specific way to include him, and wise because in pleasing Dickens they were indirectly securing future profits for themselves.

The 17\textsuperscript{th} of November 1837 saw the publication of the volume edition of \textit{Pickwick} in cloth, half- and whole morocco—the first book in print to bear Dickens’s name—and on the next day Dickens sponsored his own banquet to celebrate the success of his latest completed work. In the presence of such notables as Harrison Ainsworth, William Charles Macready, John Forster, and William Jerdan, Chapman and Hall presented their author with yet another token of appreciation—a set of silver “Apostle” spoons on which characters from \textit{The Pickwick Papers} appeared in place of the twelve apostles. And at the table, Jerdan recalled that “the pleasant and uncommon fact was stated . . . that there never had been a line of written agreement, but that the author, printer, artist, and publisher had all proceeded on simple verbal assurances, and that there never had arisen a word to interrupt the complete

\textsuperscript{15} To Chapman and Hall, 27 July 1837. Pilgrim I, 288.
\textsuperscript{16} The figures come from Patten, 68.
satisfaction of everyone.”

While the sentiment was certainly true, one doubts that Robert Seymour, now buried, would have agreed. “The complete satisfaction of everyone,” the underlying meaning of which referred to the unprecedented financial gains brought about by *Pickwick* for both author and publisher, was in large part due not only to Dickens manipulating Seymour’s demise to his own benefit, but also to Chapman and Hall’s consistent sensitivity to his demands (both spoken and unspoken). The idyllic author-publisher relationship painted by Jerdan that evening was greatly dependent on Dickens’s satisfaction with his present and future contracts—a fact that Chapman and Hall intimately apprehended, as was evidenced by the documents they had finalized with Dickens that very day.

The “Deed of License, Assignment and Covenants” for *The Pickwick Papers* and the agreement for *Nicholas Nickleby* were both dated 18 November 1837, and presumably signed six days later.\(^{18}\) In the first document, Chapman and Hall (at Forster’s prompting) again rewrote the terms of the agreement to Dickens’s added benefit. According to the deed, Dickens would “grant” Chapman and Hall the “sole and exclusive right of printing publishing and selling” *The Pickwick Papers*, including “all the numbers and parts thereof and all and every the gains and profits which can or may be made by the Publication and Sale thereof,” for a period of five

---


\(^{18}\) *The Pilgrim*, I, 647. The Pilgrim editors, unfortunately without verification, repeatedly suggest that the contracts were signed on 24 November 1837.
years.\textsuperscript{19} After the five-year period (which commenced on 1 November, coinciding with the appearance of part XIX/XX), Dickens would “grant,” “bargain,” “sell,” “assign,” and “transfer” to Chapman and Hall “two equal undivided third parts or shares (the whole into three equal parts of shares to be divided) of . . . the Copyright of the said Book or Work called The Posthumous Papers of the Pickwick Club.” This in effect meant that Dickens would retain, in perpetuity, 1/3 of the copyright of \textit{The Pickwick Papers}, with a right to 1/3 of its profits, after the five-year period had elapsed. It was the first time that Dickens could claim ownership of his work after he had finished it, and after he had accepted what had previously been regarded as one-time payments for his writing. While this “grant”—couched in the language of the contract as Dickens’s, but really Chapman and Hall’s—was generous (especially given the fact that sharing profits with an author was not a standard practice), there was a method to the publishers’ madness of relinquishing 1/3 of their interest in the greatest asset their firm had ever seen. Ownership of a third of \textit{Pickwick} was, as Patten writes, “both a recognition of Dickens’s contribution to its success and a bribe, for above all Chapman and Hall wanted him to write another block-buster . . . The contract for \textit{Nickleby} was tied to that executed at the termination of \textit{Pickwick};

\textsuperscript{19} Pilgrim I, 655.
Dickens’s signature on it could not be obtained until he was happy about the completed work.”  

The contract for Nicholas Nickleby (a book that was as yet unnamed), was for a work “of similar character and of the same extent and contents in point of quantity as the said work entitled ‘The Posthumous Papers of the Pickwick Club.’”  Chapman and Hall would publish the new work in 20 monthly parts, with Dickens delivering the first part on or before 15 March 1838, and delivering each successive part on the 15th of each month (a term of the contract to which he would repeatedly have great difficulty adhering). Astonishingly, Dickens would now receive £150 per part “making in the whole the Sum of £3000 Sterling”—over ten times the “tempting emolument” that he was originally paid for Pickwick nearly two years before. Perhaps most significantly, Chapman and Hall would retain “the sole and exclusive right of printing publishing and selling the said intended new book or work and all the numbers and parts thereof,” enjoying the profits exclusively for five years, after which time “the entire copyright of and in the said intended new work or book and all the right title and interest therein and thereto shall belong and remain solely and exclusively to the said Charles Dickens.” Dickens had at last come into his own (at least contractually), and Pickwick had paved the way. Three months later, validated as he was by the ample financial compensation and exclusive intellectual property

20 Patten, 73.
21 Pilgrim I, 659.
ownership provided by the new agreement, he proclaimed himself “the only true and lawful BOZ,” and announced the forthcoming publication of Nicholas Nickleby, set to appear on the 31st of March.  

Chapman and Hall had negotiated terms by which Dickens could more than willingly abide, and it is no wonder that, in light of what had occurred with his other publishers in the preceding years, he would later declare his Nickleby partners to be “the best of booksellers past, present, or to come.”

---

22 The so-called “Nickleby Proclamation” (dated 28 February 1838) was an advertisement, issued by Dickens, in response to the pirating of his works. A discussion of the proclamation, as well as a facsimile of it, appears in Michael Slater’s, “The Composition and Monthly Publication of Nicholas Nickleby,” The Life and Adventures of Nicholas Nickleby, by Charles Dickens, ed. Michael Slater (Philadelphia: University of Pennsylvania Press, 1982) vii-lxxxiv.

CHAPTER TWO
Dickens and Richard Bentley

The contract for *Nicholas Nickleby* was one of many strokes in an effort that would eventually consolidate all of Dickens’s literary assets with one publisher. Before that consolidation, however, Dickens agreed to provide copy for numerous other publishers and editors who were eager to capitalize on the talent and energy of this popular “sketch writer.” While Chapman and Hall continued to gain Dickens’s favor with appropriate financial gestures during and after the publication of *Pickwick*, other publishing personalities, less generous, simultaneously fell out of favor, or worse, incurred his wrath. Dickens’s agreements with these other personalities, most notably Richard Bentley, were a complex and constantly-shifting series of debates that came to represent a relentless struggle over editorial jurisdiction, authority in the marketplace, and increasing financial gains. That struggle, and the negotiations (or lack of negotiations) that fueled it, would significantly influence Dickens as a professional author—both in the way that he did business, and in the way he produced fiction itself.¹

¹ While this chapter deals primarily with Richard Bentley, it is important to remember that Dickens was dealing with many other men of the trade around this time, not the least of whom was John Macrone, Dickens’s first book publisher and the originating party in what was perhaps the most contentious episode in Dickens’s publishing career (the struggle to complete and publish *Barnaby Rudge*). Other publishers during
During August of 1836, while working on the September installment of *Pickwick*, and not honoring his contract with another publisher (John Macrone) to write a novel for £200, Dickens agreed to produce not one but two novels for Richard Bentley. The first of many agreements between the two, dated 22 August 1836, states that Dickens had agreed to furnish Bentley with “a Novel, the Title of which is not yet determined, to form three Volumes of 320 pages each and 25 lines in each page.” Bentley agreed to pay Dickens £500 for the copyright of the entire novel (“a work on which I might build my fame” as Dickens put it), £400 of which were guaranteed, with the remaining £100 only due to Dickens if sales of the novel reached 1450 copies. Additionally, both parties agreed that “no other literary production

---

this time included Captain Holland, editor of the *Monthly Magazine*; John Easthope, editor of the *Morning Chronicle*; George Hogarth, Dickens’s soon-to-be father-in-law and editor of the *Evening Chronicle*; Percival Weldon Banks, editor of the *Carlton Chronicle*; and Thomas Tegg, for whom Dickens agreed to write (but never wrote) *Solomon Bell the Raree Showman*. With the exception of Tegg and Macrone (who were book publishers), these editors all published varying numbers of the *Sketches* in their periodicals between 1833 and 1836—most often with payment, but sometimes (in the case of Holland) with no payment at all.

2 The contract was for a novel “in Three Volumes of the usual size,” to be titled “*Gabriel Vardon, the Locksmith of London*” (To John Macrone, 9 May 1836. Pilgrim I, 150). Dickens eventually reneged on this contract, and the project evolved into *Barnaby Rudge*, first for Bentley (though never published by him), and finally for Chapman and Hall.

3 Pilgrim I, 648.

4 To Richard Bentley, 17 August 1836. Pilgrim I, 165. Dickens had negotiated the price up from a static £400, based on “the great probability of [the book] having a very large sale.” Dickens closes the letter by saying, “Recollect that you are dealing with an Author not quite unknown, but who, so far as he has gone, has been most successful—”
[would be] undertaken by the said Charles Dickens” until Dickens had completed the above-mentioned novel. The agreement concluded with an “offer” from Dickens for a second novel, specifically, the “next novel,” to be written and paid for on the same terms.

Dickens’s second agreement with Bentley, signed 4 November 1836—the very month he was supposed to have delivered *Gabriel Vardon* to Macrone—involved the editorship of a new monthly periodical, “The Wit’s Miscellany.” According to this agreement, Dickens would edit the new periodical (eventually called *Bentley’s Miscellany*) for £20 per month, with Bentley retaining “the right of exercising a Veto on the insertion of any article in the Miscellany,” as well as ownership of all material appearing in the *Miscellany*. In addition to his editorial duties, Dickens agreed to furnish “an original article of his own writing, every monthly Number, to consist of about a sheet of 16 pages” (or one sheet), for which Bentley agreed to pay him another 20 guineas. Upon payment, the copyright of such articles would become “the sole property of the said Richard Bentley.” Lastly, Bentley had Dickens agree not to “enter into any agreement,” or “conduct or write for any other periodical publication whatever,” with the exception of the *Pickwick*

---

5 Pilgrim I, 649. While Dickens was not dishonoring his previously-negotiated contract with Macrone by entering into an agreement with Bentley, technically, he would have been breaching his contract with Bentley if he had begun writing *Gabriel Vardon* for Macrone.

6 Ibid. 650. The remaining citations in this paragraph are from the same source.
Papers, which was then only in its eighth month of serialization, and “a similar work [Nicholas Nickleby] which he has undertaken to write for the same publishers upon the completion of the ‘Pickwick Club.’” It is obvious from the language of these early contracts that Dickens’s growing market value was evident to the owner of the new Miscellany, and that Bentley was making a concerted effort to secure Dickens as his exclusive (or at least semi-exclusive) writer, to the best of his ability. Dickens himself realized this as well, and during the negotiations for the 4 November 1836 contract made the benefit of his attachment to Bentley’s new periodical quite clear. “I need not enlarge on the rapidly increasing value of my time and writings to myself,” he wrote, “or on the assistance ‘Boz’s’ name just now, would prove to the circulation, because I am persuaded that no one is better able to form a correct estimate on both points, than you are.”

Johnson records that the Miscellany’s instant success led to an almost immediate revision of the original agreement in March of 1837. After reviewing a draft of the new agreement early that month, Dickens stated that he would be “happy to reconsider it” if Bentley would agree to make certain changes, namely that Bentley omit a clause that empowered him to renew the agreement after five years; that Bentley pay Dickens £250 in the event of the Miscellany’s cancellation, or give 12 months notice; that Bentley raise Dickens’s salary at the 6th, 12th, 24th, and 36th

---

7 To Richard Bentley, 2 November 1836. Pilgrim I, 190.
8 Johnson, 234.
numbers; and that they revisit the issue of Dickens writing exclusively for Bentley (with the exception of *Pickwick* and *Nickleby* for Chapman and Hall). “With these alterations . . . to which I feel certain you could entertain no objection,” Dickens concluded,

I should be very willing to give any agreement you might feel disposed to enter into with me, the most favorable consideration . . . As the Miscellany has certainly made a most successful beginning, and has before it a very promising career, I feel quite sure that you must feel desirous by any second agreement to place me in a better situation than the first places me in. This is but fair, and I think the mode I have pointed out, would be mutually advantageous to us.

The use of the word “fair” here is significant, for it introduces the concept of financial parity in an arena where Dickens repeatedly felt himself slighted. Despite Dickens’s persuasive language around the suggested alterations, however, the contract dated 17 March 1837 demonstrates that Bentley honored only one of Dickens’s original requests: he agreed to pay Dickens £250 (or give 12 months notice) in the event of the Miscellany’s cancellation; but even that clause in the contract was not fully as Dickens had intended it, since half of that sum was to be set-off against “a literary work . . . written by the said Charles Dickens Esq for the said Richard Bentley.” Additionally, in place of the incremental raise Dickens had asked for, Bentley agreed to pay Dickens £10 (in addition to his £20 salary) whenever monthly sales of the

---

9 To Richard Bentley, 9 or 16 March 1837. Pilgrim I, 241.
10 Pilgrim I, 651.
Miscellany reached 6000 copies, and “the further sum of Five Pounds upon every succeeding 500 Copies.”

With an amicable and easy tone of approval one does not readily find in later correspondence, Dickens told Bentley that he had “the most unfeigned pleasure in saying that the arrangement . . . is alike highly satisfactory to me and highly creditable to yourself,” adding his regret that in his irritation he might have used “expressions of feeling” that caused Bentley some pain. By the end of the month, however, he was complaining about editorial interference, stating that “the alterations which have been made in the contents of the Miscellany very greatly injure it—in my opinion at least.” Though the new agreement reaffirmed Dickens’s role as the editor of the periodical and Bentley’s authority to veto, it seems that there was still some question (to Dickens’s deep displeasure) about the fixed state of the content after Dickens had finalized it. Whether he was truly satisfied with the terms of the new agreement or not, the small percentage increases that Dickens would receive if the Miscellany sold a specified number of copies must have seemed paltry sums in comparison to the £500 Pickwick bonus Dickens received from Chapman and Hall that very month.

---

11 Ibid.
12 To Richard Bentley, 16 March 1837. Quoted in Johnson, 235. This letter does not appear in Pilgrim I.
13 To Richard Bentley, 29 March 1837. Pilgrim I, 243-44.
14 For a details on Samuel Bentley (Richard Bentley’s elder brother and printer for the Miscellany) altering content, see Patten, 76 and Pilgrim I, 225, n. 4.
Amicable relations between Dickens and Bentley were essentially to end with the March 1837 agreement. Thereafter, their story is one of nearly constant disagreement and even bitter dispute. The correspondence from that summer (July-September 1837), reveals a writer insistent on asking for more, and a publisher whose resistance to the writer’s demands ultimately proves futile. Perhaps empowered by what Forster referred to as the “exorbitant” price paid for the copyright of the Sketches in June,15 or, as Dickens pointed out, “the great alteration of circumstances which has occurred since [we entered into] our agreement . . . and the increased popularity of my works,”16 Dickens wrote to Bentley in July to suggest changes to their 22 August 1836 agreement regarding the two novels. Under the new agreement, Dickens should receive £600 (up from the previously-stated £400-£500) for permission to publish 3000 copies of the first novel, now called Barnaby Rudge, and £700 for permission to publish the same number of copies of his second novel, Oliver Twist, deducting from that amount all that Bentley had paid Dickens for portions of the novel that had already appeared in the Miscellany. “I have considered the subject very carefully,” Dickens concluded,

15 Forster II, i. While Bentley expressed interest in bidding on the copyright for the Sketches, it was Chapman and Hall who ultimately paid Macrone £2000 for the Sketches copyright on 17 June 1837—£1900 more than the sum Macrone had paid Dickens for the copyright 6 months earlier. See Pilgrim I, 653 for the full text of the contract. As Patten notes, “the presence of so many rivals for the Sketches copyright [showed] what a valuable property Dickens’s writings had become.” Patten, 41.
16 To Richard Bentley, 2 July 1837. Pilgrim I, 282.
and this is the fixed conclusion at which I have arrived. I am sure it is a fair and very reasonable one, but if you are resolved to think differently of course you have the power to hold me to the old agreement. Understand, however, that if you hold me to the strict letter of the agreement respecting the Novels, I shall abide by the strict letter of my agreement respecting the Miscellany, and arrange my future plans with reference to it, accordingly.\textsuperscript{17}

As Johnson notes, behind this implied threat to opt out of his position as editor as soon as his contract released him, there may have lurked the realization that Bentley would hardly consider Dickens’s proposal “a fair and very reasonable one.” For \textit{Oliver Twist} “was not the second novel he had agreed to write; it was part of the monthly sixteen pages he was to contribute to the \textit{Miscellany}. In essence, Dickens was trying to make one literary work fulfill two separate agreements, and only conceding the deduction of the remuneration for its magazine publication.”\textsuperscript{18}

What follows in the correspondence (worth reading in its entirety), is a heated discussion in which Dickens, with no legal justification, becomes more and more incensed over both the issue of payment for the novels and his exclusive role as editor of the \textit{Miscellany}. While Bentley maintained that he [Bentley] was the rightful owner of the entire copyright of both prospective novels, and objected to \textit{Oliver Twist} counting as Dickens’s second novel, “on the ground that portions of that work had appeared in the Miscellany and the Copyright [had] therefore become my property,” Dickens continued to exhibit “considerable irritability, threatening amongst other

\textsuperscript{17} To Richard Bentley, 14 July 1837. Pilgrim I, 284.
\textsuperscript{18} Johnson, 236.
intemperate expressions that he would not write the novel at all.”19 Tensions heightened to such a level that Dickens actually refused to communicate with Bentley in person, demanding that “any correspondence which it may be necessary to hold . . . relative to the Miscellany . . . be held through some third party, and that the amount due to me at the end of each month . . . be forwarded in the same manner.”20 Then in September, just after Chapman and Hall, Dickens’s “best of booksellers,” had agreed to give him £2000 for 1/3 of *Pickwick*’s copyright, Bentley interfered with Dickens’s plans for the October number of the *Miscellany*, and set up new articles in proof to replace ones that Dickens had previously accepted. Dickens, now irate, accused Bentley of “insolence,” “gross insult,” and “direct violation” of their agreement, and resigned his position as editor.21 At first, Bentley threatened to consult his legal advisors, and told Dickens via letter that he was resolved on “holding [him] to [his] agreements . . . and . . . requiring [him] to perform those agreements by continuing the office of Editor of the Miscellany and of furnishing the usual monthly articles.”22 But less than a week later, finding Dickens immovable and realizing that even if he

19 “A Retrospective Sketch of Mr. Bentley’s connection with Mr. Dickens” (Manuscript in the Berg Collection at the New York Public Library). Quoted in Pilgrim I, 292, n. 5.
20 To Richard Bentley, 18 August 1837. Pilgrim I, 297.
21 See To George Cruikshank, 16 September 1837, and To Richard Bentley, 16 September 1837. Pilgrim I, 307-8.
won a court case, “a sullen editor and a reluctant novelist were worse than none,”23 Bentley sent his solicitor, John Gregory, to visit Dickens’s solicitor Charles Molloy in an effort to repair matters. Bentley offered to increase Dickens’s monthly salary at the *Miscellany* by 20 guineas a month if he would stay. “Of course we refused it,” Dickens told Forster, “a new agreement and copyright, being the War Cry.”24

Ultimately, Bentley could not force Dickens to write a novel, let alone two, and consented to renegotiating their contract, acceding to almost everything that Dickens demanded, “and in some ways going beyond Dickens’s original proposal.”25 According to the agreement dated 28 September 1837, *Oliver Twist* would continue in the *Miscellany* until midsummer 1838, at which point Bentley would collect and publish the articles in volume form, and pay Dickens £500 for a three-year lease on the copyright, with a stipulation added that “during that period [the book] shall not be published in the Standard Novels or in numbers or parts.”26 At the expiration of the three-year period, “half the Copyright [would] revert to Mr. Dickens,” and any further editions were to be published “on joint account.”27 Dickens would continue to receive a salary as editor of the *Miscellany* (£30 per month, raised from £20), the sum of which would *not* be deducted from the price Bentley paid for the novel—a coup for

23 Johnson, 238.
24 To John Forster, 24 September 1837. Pilgrim I, 312.
25 Patten, 79.
26 Pilgrim I, 654. *Standard Novels* was a series of reprinted fiction Bentley began in 1831. See Chittick, 28.
27 Pilgrim I, 654. The remaining citations in this paragraph are from the same source.
Dickens that essentially effected double payment for a single property. Dickens’s financial gain, however, was somewhat balanced by an increase in editorial authority for the publisher. While the “conduct of the Miscellany” was to “remain with Mr. Dickens,” the contents were “to be arranged every Month between him and Mr. Bentley,” with Bentley retaining the power “if he wishes of originating 3 Articles in every number.” Certain terms of the 4 November 1836 and 17 March 1836 agreements were reaffirmed, namely that Dickens would receive bonuses in the event of Miscellany sales reaching specified numbers; that Bentley had the right to veto the insertion of any article in the Miscellany; that contents of the Miscellany (with the exception of Dickens’s renegotiated content) belonged exclusively to Bentley; and that Dickens would not write for any other periodical publication whatsoever, Pickwick and Nickleby excepted. Lastly, Dickens would furnish Barnaby Rudge (now named for the first time in a formal agreement), “before or during October 1838,” for £700. As was the case with Oliver Twist, Bentley would retain the copyright for three years (with the stipulation that the work not be published in the Standard Novels, numbers, or parts), Dickens would regain half the copyright after the three-year period, and any successive editions of the novel would be published on joint account.

After a heated battle in which he really had no legal standing, Dickens had scored a victory, and now, along with the copyrights he was negotiating with Chapman and Hall, would finally be the full or partial owner of a number of his own properties.
The friction that developed during the first year of Dickens’s editorship of *Bentley’s Miscellany* was the beginning of a slow extrication by Dickens from what he would later refer to as “the Bentleian bonds.” This gradual instigation of and withdrawal from a publisher who at one time offered terms that seemed entirely fair and generous was part of a more comprehensive process in which Dickens was constantly reassessing his market value as an author in light of his success with other ventures. Through those other ventures, notably *Sketches by Boz* and the *Pickwick Papers*, he was coming to see himself as an increasingly precious public commodity, often overworked, and almost always underpaid. And so, by the time he signed the 28 September 1837 agreement with Richard Bentley, contracts, in Dickens’s estimation, had become somewhat pliable documents. For Dickens, contracts only remained contracts insofar as they compensated the author, monetarily, in an appropriate and reasonably equitable fashion. Like the manuscripts he was writing, those contracts could be edited, altered, and revised, and so became additional and essential mechanisms in the painstaking writing process that transformed Dickens from an unknown journalist into a popular writer. Through this writing process—of both the contracts and the fiction—he would define himself first as an editor, and then as an author, attempting to construct a story for the author and the public that was satisfactory reading for both parties. By November of 1837, with *Pickwick*’s sales at

---

40,000 copies, £2,000 renegotiated as his compensation for that novel, £3,000 promised for *Nicholas Nickleby*, the parish boy’s popularity in *Bentley’s Miscellany*, increased payments promised for *Oliver Twist* and *Barnaby Rudge*, and various stakes in his own copyrights, he had indeed done just that. But even with these apparent successes, Dickens had yet to arrive; for each time he renegotiated one of his contracts, he further refined a long-running story that was thus far still in proof stage. He would go on to author more contracts, and to refine that story more particularly, with the novel that was still to come.
CHAPTER THREE

Making and Breaking Contracts in Nicholas Nickleby

By the time the first number of Nicholas Nickleby made its appearance on 31 March 1838, the author of Sketches by Boz was well on his way to becoming Charles Dickens. The name Charles Dickens, but even more specifically, the name “Charles Dickens, Esq.,” had been used to identify the author in numerous contracts that sought to replace terms and compensation once viewed as entirely acceptable with new conditions and payments that were, given Dickens’s success, even more rewarding. Appropriately, the first page of “The Nickleby Advertiser” (which faced the inside cover of the first number of Nicholas Nickleby, and was thus the first thing readers would have seen when they opened the new part) made a few adjustments as well. It announced “Charles Dickens Esq.” as both the editor of Memoirs of Grimaldi the Clown, and the “author” of Pickwick Papers and Oliver Twist, relegating the original editor of those works (Boz) to a parenthetical afterward (Figure 1). This substitution of author for editor literally contradicted nearly all of Dickens’s previous publications1 (particularly the first edition of Grimaldi, which, released only two months beforehand, had no affiliation with the name Charles Dickens whatsoever). At the same time, however, it created an immediate association for the reader regarding

1 The first volume edition of Pickwick Papers (17 November 1837) was the one exception.
NICKLEBY ADVERTISER.

MR. BENTLEY’S NEW PUBLICATIONS.

MEMOIRS OF GRIMALDI THE CLOWN.
EDITED BY CHARLES DICKENS, ESQ. (BOZ).

Topside-sheets blocks; by the old sailor.

Narrative of the residence of the three persian princes in London,

Naval officer’s guide for preparing ships for sea.

Odds of london life. by paul pry.

Cheap edition of captain maryatt’s popular novels,

Published monthly. each work complete in one volume.

Peter simple. jappet in search of a father. jacob faithfull.

Edited by charles dickens, esq., and illustrated by george cruikshank.

The April number, embossed with humorous illustrations by george cruikshank, of bentley’s miscellany. edited by “boz.”
the author whose work they had just opened. Dickens’s gradual transition—from editor to author, from Boz to Charles Dickens—would actually continue through *Master Humphrey’s Clock* (1840-41), *Martin Chuzzlewit* (1843-44), and finally *Dombey and Son* (1846-48), when, for the first time the author of the serial and the author of the book were one and the same person. But in 1838, that transition, and what it signified for Dickens as an author, was gaining furious momentum. It would become both the substance of the story Dickens told through the continued renegotiation of his contracts, as well as an essential and self-affirming component of the novel *Nicholas Nickleby* itself.

Unlike the *Pickwick Papers*, which started out as a series of sporting “sketches,” or *Oliver Twist*, the first chapters of which inaugurated Bentley’s *Miscellany* in the form of “original articles,” *Nicholas Nickleby* both began and ended as a novel—the first of Dickens’s published works to do so. Its main story-line, which traces the advancement of “a proper and dignified romantic hero” from a near-penniless job-hopper with no hope of inheritance to a stable and solvent businessman with the promise of long-term financial security, is a variegated though coherent

---

2 For a supporting view of this assertion, see G.K. Chesterton, *Appreciations and Criticisms of the Works of Charles Dickens* (New York: Dent, 1911) 31-32: “All his books might have been *Sketches by Boz*. But he did turn away from this, and the turning-point is *Nicholas Nickleby* . . . Henceforward his books are novels, very commonly bad novels. Previously they have not really been novels at all.” Chittick argues that “contemporary response in this case does not suggest that Dickens had achieved [novel status] in *Nickleby* but quite the reverse.” Chittick, 196, n. 4.

3 Chesterton, 32.
narrative in which the author confidently expresses a beginning with at least the form of the conclusion (Part XX) in mind. The variegation of plot in *Nicholas Nickleby*, noted by Chesterton and others, does strengthen the case for categorizing the work as “early Dickens” with its obvious sketch-like qualities; but that same variegation (the seemingly random jumping from Yorkshire to London to Portsmouth, or from characters as central as Kate and Mrs. Nickleby to those as peripheral as the Kenwigses or the Mantalinis) is intrinsic to an *un-random* story—a “contrived shambles,” as Robert Newsom has called it⁴—that is successfully strung together by an essential and dependably progressive device. The story of *Nicholas Nickleby*, made possible by Dickens’s 18 November 1837 contract with Chapman and Hall, is in and of itself a story of contractual relationships; and these relationships work not only to compensate (or not compensate) characters according to the terms of the contracts, but also to drive along the complicated narrative of which they are a crucial and constituent part.⁵

⁴ Robert Newsom, “Critical Nickleby.” Unpublished lecture given at The Dickens Universe, University of California Santa Cruz, August 2006. “I would . . . understand the novel’s plot, which is sometimes said to be very artificially contrived and sometimes said simply to be an uncontrolled mess . . . as a ‘realistic’ reflection of Dickens’s own anxieties about beginning a very uncertain world as well as a ‘realistic’ reflection of his understanding of that world. Call the plot then rather a contrived shambles.”

⁵ David Parker has similarly argued that a “tight thematic organization” is something simultaneously intrinsic to this “episodic” novel, chiefly due to related events and experiences in Dickens’s life. According to Parker, love and money (not contracts specifically) are the novel’s unifying principles. See David Parker, “Nicholas
To this end, *Nicholas Nickleby* begins with a contractual story line that exposes Dickens’s authorial position on the validity of contracts, and his justification for making or breaking them. In Part I (April 1838), Ralph Nickleby, Nicholas Nickleby, and Wackford Squeers are introduced as parties to a triangular set of agreements, all but one of which are destined to be broken. The first of these agreements, between Nicholas and his miserly uncle Ralph, arises predominantly because of Ralph’s desire to get rid of his nephew. In Ralph’s estimation, his relations are in London to dispose of his property; and Nicholas, who literally “[emanates] all the grace of youth and comeliness from [his] warm young heart,” poses a particular problem because of the sense of “inferiority” he inspires in his uncle. Influenced partly by the bitterness that seems to be intrinsic to his character, but also by a sense of practical reasoning that he uses to manipulate (and profit from) virtually all who cross his path, Ralph determines to “[hate] Nicholas from that hour” (I, 3, 19), and schemes (Dickens uses the word recurrently whenever Ralph is on stage) to rid the city of his nephew as expeditiously as possible.

“Are you willing to work, Sir?” [Ralph] inquired, frowning on his nephew.
“Of course I am,” replied Nicholas haughtily.

---


“Then see here, Sir,” said his uncle. “This caught my eye this morning, and you may thank your stars for it.”

With this exordium, Mr. Ralph Nickleby took a newspaper from his pocket, and after unfolding it, and looking for a short time among the advertisements, read as follows.

“EDUCATION.—At Mr. Wackford Squeers’s Academy, Dotheboys Hall, at the delightful village of Dotheboys, near Great Bridge in Yorkshire. Youth are boarded, clothed, booked, furnished with pocket-money, provided with all necessaries, instructed in all languages, living and dead, mathematics, orthography, geometry, astronomy, trigonometry, the use of the globes, algebra, single stick (if required), writing, arithmetic, fortification, and every other branch of classical literature. Terms, twenty guineas per annum. No extras, no vacations, and diet unparalleled. Mr. Squeers is in town, and attends daily, from one ‘till four, at the Saracen’s Head, Snow Hill. N.B. An able assistant wanted. Annual salary £5. A Master of Arts would be preferred.”

“There,” said Ralph, folding the paper again. “Let him get that situation, and his fortune is made.”

“But he is not a Master of Arts,” said Mrs. Nickleby.

“That,” replied Ralph, “that, I think, can be got over.” (I, 3, 20-21)

Exactly how Nicholas’s lack of a Master of Arts is “gotten over” becomes an important part of another agreement (Ralph’s imminent agreement with Squeers), just as the catalog of professed benefits and conditions in Squeers’s advertisement—eventually shown to be pure sham—contributes to the misleading terms that define Nicholas’s forthcoming employment contract. But at this stage in the narrative, the above passage readies a situation wherein both Ralph and Nicholas establish an understanding based on exchange. “If,” says Nicholas,

“I am fortunate enough to be appointed to this post, Sir, for which I am so imperfectly qualified, what will become of those I leave behind?”
“Your mother and sister, Sir,” replied Ralph, “will be provided for in that case (not otherwise), by me, and placed in some sphere of life in which they will be able to be independent. That will be my immediate care; they will not remain as they are, one week after your departure, I will undertake."

“Then,” said Nicholas, starting gaily up, and wringing his uncle’s hand, “I am ready to do anything you wish me. Let us try our fortune with Mr. Squeers at once; he can but refuse.” (I, 3, 21)

The agreement is sealed with a handshake. According to the terms of this contract—not explicitly a financial one—Ralph will care for Kate and Mrs. Nickleby (though the exact nature of the care at this point remains ambiguous) as long as Nicholas agrees to work in a particular capacity (or, put another way, as long as Nicholas agrees to leave—Ralph permits no other option.) The contract (like all contracts) is binding insofar as both parties honor their side of the agreement. Presumably, Ralph’s responsibility involves supplying Kate and Mrs. Nickleby with the means to a better life, not allowing them to “remain as they are,” which is to say poor and in need. But as we shall see, relatives for Ralph (and for Squeers) are nothing more than commodities to be bought and sold, and to ensure the success of business transactions, both Ralph and Squeers must usher guardians and protectors off-stage.

Chapter IV, NICHOLAS AND HIS UNCLE (TO SECURE THE FORTUNE WITHOUT LOSS OF TIME) WAIT UPON MR. WACKFORD SQUEERS, THE YORKSHIRE SCHOOLMASTER, provides the next two agreements that complete the triangle. Before Ralph and Nicholas arrive on the scene, the story tells us that Squeers equates boys with money (“I took down ten boys; ten twentys—two hundred pound” [I, 4, 24]),
that his school is more a place for bastards and the unwanted than a prestigious academy (“What are these boys;—natural children?” “No,” rejoined Snawley . . .
“They an’t.” [I, 4, 27]), and that Squeers’s treatment of children is far from kind (“Mr. Squeers looked at the little boy to see whether he was doing anything he could beat him for . . .” [I, 4, 24]). Squeers is the ultimate perversion of the honest agreement, breaking every rule of fair trade in the very way he runs his business, and his interaction with Snawley, the step-father of two “expensive” boys whom Squeers is about to take in (I, 4, 27), demonstrates the back-scratching nature of the Yorkshire school master. Before the following exchange, Snawley has bargained the enrollment price for his wife’s two sons down from the advertised 20 guineas to £20 each (the difference of £2 total).

“Then, as we understand each other,” said Squeers, “will you allow me to ask you whether you consider me a highly virtuous, exemplary, and well-conducted man in private life; and whether, as a person whose business it is to take charge of youth, you place the strongest confidence in my unimpeachable integrity, liberality, religious principles and ability?”
“Certainly I do,” replied the father-in-law, reciprocating the school-master’s grin.
“Perhaps you won’t object to say that, if I make you a reference?”
“Not the least in the world.”
“That’s your sort,” said Squeers, taking up a pen; “this is doing business, and that’s what I like.” (I, 4, 28)

Squeers’s “business” is not simply taking in boys for schooling, but ensuring constant turn-over through the recommendations of other men who “understand” him.
(Snawley in fact wastes no time, and begins repeating Squeers’s suggested list of compliments verbatim when Ralph and Nicholas arrive [I, 4, 29]). Squeers recognizes immediately that Nicholas is not in this league of back-scratchers, superficially objecting to both his youth and his lack of a college degree, but more importantly impressed by “the contrast between the simplicity of the nephew and the worldly manner of the uncle” (I, 4, 30). But Ralph, understanding the schoolmaster’s reluctance, provides a convincing incentive.

“If any caprice of temper should induce him to cast aside this golden opportunity before he has brought it to perfection, I consider myself absolved from extending any assistance to his mother and sister. Look at him, and think of the use he may be to you in half a dozen ways. Now the question is, whether, for some time to come at all events, he won’t serve the purpose better than twenty of the kind of people you would get under ordinary circumstances. Isn’t that a question for consideration?”

“Yes, it is,” said Squeers, answering a nod of Ralph’s head with a nod of his own.

“Good,” rejoined Ralph. “Let me have two words with you.”

The two words were had apart, and in a couple of minutes Mr. Wackford Squeers announced that Mr. Nicholas Nickleby was from that moment thoroughly nominated to, and installed in, the office of first assistant-master at Dotheboys Hall. (I, 4, 30)

“The two words had apart” are fascinating here—a secret that the text never reveals.

What does Ralph say off-stage to Wackford Squeers? Does he convince him that Nicholas, who is by his own admission “so imperfectly qualified” for the position, is actually a better candidate than any other Squeers might find, and unlikely to desert what Ralph knows to be an odious place of work because of his binding agreement
with his uncle? Or, a more likely scenario, does Ralph tender Squeers some sort of financial compensation for carting his nephew away, perhaps even offering the twenty guineas per annum that Squeers charges for unwanted children? (Ralph’s own multiplication figure and knowing nod might suggest this.) The reader never learns; but what is certain is that Ralph and Squeers must reach some sort of agreement because neither of these two men ever does anything for nothing. Whatever the case, the triangular set of agreements described above has set the stage for the first quarter of the novel by the end of Part I: Ralph rids himself of his nephew and agrees to “provide for” his niece and his sister-in-law; Squeers agrees to hire on a less-than-ideal assistant-master, perhaps profiting in the process; and Nicholas leaves for Yorkshire to begin his new job at £5 per annum. Like Dickens’s previous contracts with Bentley, however, the agreements that Dickens establishes at the beginning of this novel will soon prove difficult for Nicholas to honor, and will require drastic (and even violent) renegotiation.

The next five numbers of Nicholas Nickleby (Parts II-VI) disclose the situations and events that lead up to the breaking or renegotiation of the contracts established in Part I. In Part II (May 1838), we see Nicholas “in a condition of much agitation and excitement” over his new surroundings, but “resolved . . . [to] endeavour for a time to bear whatever wretchedness might be in store for him,” as he remembers “the
helplessness of his mother and sister,” and the threat of “his uncle . . . deserting them in their need” (II, 7, 64). Part III (June 1838), however, reveals the squalid and inexcusable conditions that will eventually cause Nicholas to bring his agreement with Squeers (and by extension his uncle) to a violent end. In Chapter 8, OF THE INTERNAL ECONOMY OF DOTHEBOYS HALL, Dickens unveils the nature of Squeers’s business and the dishonesty he’s employed in his advertising: the “pale and haggard faces” that Nicholas sees upon first entering Squeers’s classroom, the “lank and bony figures,” and the “children with the countenances of old men” (III, 8, 67) are hardly “provided with all [the] necessaries” promised in the printed prospectus; the diet, as the advertisement proclaims, is indeed “unparalleled,” but not in the way that any caring parent would approve of; the “pocket money” Squeers guarantees goes straight from the pockets of the parents to those of Mrs. Squeers (III, 8, 72); and finally, Squeers’s “practical mode of teaching” (“C-l-e-a-n, clean, verb active, to make bright, to scour. W-i-n, win, d-e-r, der, winder, a casement. When the boy knows this out of book, he goes and does it” [III, 8, 69]), is more of an introduction to the daily chores at Dotheboys Hall than it is real education. Nicholas “loathes himself” for being “the aider and abettor of a system which [fills] him with honest disgust and indignation,” but resolves to remain where he is for the time being, knowing that “at all events others depended too much on his uncle’s favour to admit of his awakening his wrath” (III, 8, 73).
Under the present circumstances, the naïveté with which Nicholas entered his agreement starts to crumble (it is difficult not to recall Dicken’s own naïveté here), and he begins to suspect that something might be afoul (III, 8, 73). His suspicious prove correct as the narrative begins to demonstrate that Ralph’s intentions for the Nicklebys, and for Kate in particular, are far from honorable. Using the same deceptive tactic that he used with Nicholas, Ralph installs Kate at Mrs. Mantalini’s millinery, declaring that women of that occupation “make large fortunes, keep equipages, and become persons of great wealth and fortune” (III, 10, 91). But the working environment at the new establishment soon reveals itself to be an uncomfortable one under the repressive management of Miss Knag, and the only partially-checked harassment of the lascivious Mr. Mantalini. Ralph both keeps and breaks his contract by placing Kate in a menial position and exposing her to harm: while giving her a means by which she can be “independent,” he is not exactly “providing for” his niece and sister-in-law in a way that Nicholas would expect, nor is he acting responsibly as the elder male protector in Nicholas’s absence. Instead, this uncle betrays the “biological” contract of family, and puts his niece into commercial circulation.7 Though the story does not explicitly tell us, it may be that Ralph is using Kate to further his association with Mr. Mantalini (who has already borrowed from

him heavily) by installing her on the premises; or it may be that he gets the idea for
doing something similar (the forthcoming Verisopht-Hawk plot) from simply
bringing her there. Whatever the case, the number concludes with Ralph coldly
shaking Kate’s hand after he has orchestrated her employment, and leaving her at the
top of Regent Street, “intent on schemes of money-getting” (III, 10, 96).8

Part IV (July 1838) provides the first breach of contract that will move the
story in new directions. Realizing his inadvertent complicity in the increased severity
of Smike’s beatings (“it was no sooner observed that [Smike] had become attached to
Nicholas, than stripes and blows, stripes and blows, morning, noon, and night, were
his only portion” [IV, 12, 108]), Nicholas first alludes to leaving Dotheboys Hall at
the end of Chapter 12 (“You will do better, poor fellow . . . when I am gone” [IV, 12,
109]). But it is in the next dramatic chapter that the unacceptable conditions he has
stomached since coming to Yorkshire force him to break his contract with both his
employer and his uncle. At the beginning of Chapter 13, with his patience for Squeers
practically worn through, Nicholas still exhibits a sense of obligation to his employer
following Smike’s first escape (“I am very glad he did not [tell me he was going], for
it would then have been my duty to have warned you in time” [IV, 13, 111]). As he

8 “Ralph’s unprofessed but all-absorbing profession of usury links him to another
figure in the Victorian avunculate: the pawnbroker, often referred to by his clients in
Victorian times as ‘uncle.’ If the uncle does not produce children, he does produce
money; if children traditionally serve as capital and labour, the uncle produces
interest.” Michie, 87.
did with his own feelings of obligation toward Bentley, however, Dickens is about to take Nicholas’s sense of misplaced loyalty and finally turn it on its head. The night before Smike’s capture, Nicholas “[bites] his lips,” “[knits] his hands involuntarily,” and “tingles” to avenge Squeers’s insults, but checking his wrath for the hundredth time, goes to bed “sternly resolved that the out-standing account between himself and Mr. Squeers should be settled rather more speedily than the latter anticipated” (IV, 13, 113-14). The economic language is the presage to the breach of contract that, during Smike’s beating, manifests itself in a violent eruption.9

Squeers caught the boy firmly in his grip; one desperate cut had fallen on his body—he was wincing from the lash and uttering a scream of pain—it was raised again, and again about to fall—when Nicholas Nickleby suddenly starting up, cried “Stop!” in a voice that made the rafters ring.

“Who cried stop?” said Squeers, turning savagely round.
“[I],” said Nicholas, stepping forward. “This must not go on.”
“Must not go on!” cried Squeers, almost in a shriek.
“No!” thundered Nicholas.

Aghast and stupefied by the boldness of the interference, Squeers released his hold of Smike, and falling back a pace or two, gazed upon Nicholas with looks that were positively frightful.
“I say must not,” repeated Nicholas, nothing daunted; “shall not. I will prevent it.”

---

9 For a brilliant discussion of how not only the language but also the power of business and economics in general permeates nearly every aspect of the novel, see John Bowen, “Performing Business, Training Ghosts: Nicholas Nickleby,” Other Dickens: Pickwick to Chuzzlewit (Oxford: Oxford University Press, 2000) 107-131. According to Bowen, the book is “a speculative economy governed by exploitative and ruthless exchange under the threat of male force, constantly entwining domestic and familial relations with those of economic success and failure.”
Squeers continued to gaze upon him, with his eyes starting out of his head; but astonishment had actually for the moment bereft him of speech.

“You have disregarded all my quiet interference in the miserable lad’s behalf, said Nicholas; “returned no answer to the letter in which I begged forgiveness for him, and offered to be responsible that he would remain quietly here. Don’t blame me for this public interference. You have brought it upon yourself; not I.”

“Sit down, beggar!” screamed Squeers, almost beside himself with rage, and seizing Smike as he spoke.

“Wretch,” rejoined Nicholas, fiercely, “touch him at your peril! I will not stand by and see it done; my blood is up, and I have the strength of ten such men as you. Look to yourself, for by Heaven I will not spare you, if you drive me on.”

“Stand back,” cried Squeers, brandishing his weapon.

“I have a long series of insults to avenge,” said Nicholas, flushed with passion; “and my indignation is aggravated by the dastardly cruelties practiced on helpless infancy in this foul den. Have a care; for if you do raise the devil within me, the consequences shall fall heavily upon your own head.”

He had scarcely spoken when Squeers, in a violent outbreak of wrath and with a cry like the howl of a wild beast, spat upon him, and struck him a blow across the face with his instrument of torture, which raised up a bar of livid flesh as it was inflicted. Smarting with the agony of the blow, and concentrating into that one moment all his feelings of rage, scorn, and indignation, Nicholas sprang upon him, wrested the weapon from his hand, and, pinning him by the throat, beat the ruffian till he roared for mercy. (IV, 13, 115-16)

The passage is significant not only because it marks the moment when Nicholas breaks his employment contract with Squeers, and his non-financial agreement with his uncle, but also because it somewhat borrows from and “metamorphosizes” Dickens’s own interactions with Bentley, aggressively
demonstrating what results from failed attempts at negotiation.\textsuperscript{10} We never see the letter to which Nicholas alludes, the letter in which Nicholas “begs forgiveness for Smike,” but the reference to it tells us that for Nicholas, the negotiation process began long (at least a day) before this final confrontation. The break that Nicholas makes at this moment is due to the accumulation of a great deal of “rage, scorn, and indignation,” rather than simply the protection of Smike; but Smike, who, by the end of this chapter, will be party to a new and different kind of agreement with Nicholas, comes to symbolize and legitimate Nicholas’s reasons for striking out. Nicholas here is not asking Squeers to reform the entirety of the “internal economy” of Dotheboys Hall; he is merely trying to interfere in a situation that causes him—in the strictest sense of the word—unbearable pain. But the public face-off undermines Squeers’s authority, and moves him to respond to Nicholas’s “boldness” with the blow that is, for Nicholas, the last straw. Avenging not just Smike but all of the “dastardly cruelties practiced on helpless infancy in this foul den,” Nicholas refuses to continue to bear the conditions under which his uncle has placed him, and erupts. Ultimately, 

\textsuperscript{10} I borrow the term “metamorphosizes” from Jonathan Grossman, whose ideas about the development of \textit{Pickwick Papers} are strikingly similar to those of this chapter: “[\textit{Pickwick’s}] plot, driven by the lawyers’ successful quest for money, uneasily mirrors the book’s—and Dickens’s own—plot for money. The depiction of the lawyers and their trial does not just usher in the novel’s plot: that plot itself is a displaced expression both of the plot of (rather than in) the book and of the author’s current life—that is, of Dickens’s struggle toward a successful financial and professional debut.” Jonathan Grossman, “Victorian Courthouse Structures: \textit{The Pickwick Papers},” \textit{The Art of Alibi: English Law Courts and the Novel} (Baltimore: Johns Hopkins University Press, 2002) 92-93.
the heated interaction between school master and assistant demonstrates that when one party (in this instance, the demonized party) refuses to negotiate with the party that stands on higher moral ground (Nicholas invokes the right of “Heaven” in his warning), it’s time to break the contract.

As Nicholas departs from Dotheboys Hall, Smike secretly follows his guardian angel, hiding in the shadows until morning. His one desire, he tells Nicholas, is “to go with you—anywhere—everywhere—to the world’s end—to the churchyard grave” (IV, 13, 119). Clinging to Nicholas’s hand, he promises ardent devotion, if Nicholas will only take him on as a companion.

“May I—may I go with you?” asked Smike, timidly. “I will be your faithful hard-working servant, I will, indeed. I want no clothes,” added the poor creature, drawing his rags together; “these will do very well. I only want to be near you.”

“And you shall,” cried Nicholas. “And the world shall deal by you as it does by me, till one or both of us shall quit it for a better. Come.” (IV, 13, 119)

This sentimental scene, with its till-death-do-us-part-like promises, is almost something in the way of a marriage contract—a partnership that is established not on the precepts of financial gain (like the Nicholas-Squeers agreement) or financial conservation (like the Nicholas-Ralph agreement), but on a sort of higher emotional level, devoid of market value. The promissory words of this exchange create not only a palliative contract that soothes Nicholas in the wake of having to acknowledge the true terms of his earlier agreements, but also a “performative” one (to use J. L.
Austin’s term) that binds these characters to one another as it simultaneously initiates further movement of Dickens’s increasingly complicated story.\textsuperscript{11} “Taking his stick in one hand,” Nicholas “[extends] the other to his delighted charge,” concluding this negotiation not with the firm and business-like handshake that sealed the deal with his uncle, but with a tender and paternal gesture that leaves Nicholas and Smike walking, literally hand-in-hand, off into the sunrise together (IV, 13, 119).

In part V (August 1838), Nicholas returns to London, and in part VI (September 1838), goes to the place where Kate and Mrs. Nickleby are living, intent on contradicting “the atrocities” of which Ralph has accused him (VI, 20, 187). The house Nicholas arrives at, we’ve been told earlier, is “a large old dingy house in Thames Street, the door and windows of which were so bespattered with mud, that it would have appeared to have been uninhabited for years” (IV, 11, 99)—an indication that Ralph’s agreement to “provide for” his relations has not been fulfilled with the utmost generosity. What’s more, Nicholas’s arrival follows directly on the heels of Sir Mulberry Hawk’s assault on Kate in Chapter 19—an unforeseen event that

\textsuperscript{11} According to Austin, a performative utterance is one in which “to say something is to \textit{do} something; or in which \textit{by} saying or \textit{in} saying something we are doing something.” Thus Smike’s verbal promise (“I will be your faithful hard-working servant”) transforms him \textit{into} a faithful, if not hard-working, servant. See J. L. Austin, \textit{How to Do Things with Words}, ed. J.O. Urmson and Marina Sbisà (Oxford: Oxford University Press, 1980) 12.
transpires because Ralph has prioritized profit over honor, and dangled his niece before his client Lord Verisopht “as a matter of business” (VI, 19, 182).

The confrontation that ultimately occurs between Ralph and Nicholas in the presence of Mrs. Nickleby, Kate, and Miss La Creevy is (again, as in Dickens’s own situation) a renegotiation of an agreement whose original terms have now been called into question. Will Ralph still “provide for” Kate and Mrs. Nickleby, even though Nicholas has left Dotheboys Hall? Or will Nicholas propose substitute terms in order to secure Ralph’s commitment to his mother and sister? Chapter 20 gives us the answers. Nicholas bursts onto the scene, defending his violent behavior in Yorkshire as a necessary evil employed “to save a miserable wretched creature from the vilest and most degrading cruelty” (VI, 20, 189). He accuses his uncle of having full knowledge of the conditions at Dotheboys Hall, and, in keeping with his promises to Smike, refuses to return “the miserable wretch” to the place from where they’ve come. But before Nicholas, who has up until this moment been entirely on the defensive, can announce his future purpose, Ralph takes control of the conversation and proclaims his intention of annulling their agreement.

“Now, Sir, will you hear a word or two from me?”
“You can speak when and what you please,” replied Nicholas, embracing his sister. “I take little heed of what you say or threaten.”
“Mighty well, Sir,” retorted Ralph; “but perhaps it may concern others, who may think it worth their while to listen, and consider what I tell them. I will address your mother, Sir, who knows the world . . .
“Of what I have done, or what I meant to do, for you, ma’am, and my niece, I say not one syllable. I held out no promise, and leave you to judge for yourself. I hold out no threat now, but I say that this boy, headstrong, willful, and disorderly as he is, should not have one penny of my money, or one crust of my bread, or one grasp of my hand, to save him from the loftiest gallows in all Europe. I will not meet him, come where he comes, or hear his name. I will not help him, or those who help him. With a full knowledge of what he brought upon you by so doing, he has come back in his selfish sloth, to be an aggravation of your wants, and a burden upon his sister’s scanty wages. I regret to leave you, and more to leave her, now, but I will not encourage this compound of meanness and cruelty, and as I will not ask you to renounce him, I see you no more.” (VI, 20, 189-90)

While Ralph addresses himself to Mrs. Nickleby, he is really speaking to his nephew.

With the Verisopht-Hawk plot well underway, he knows that he can’t continue to use Kate as a “decoy” if her brother remains in town (VI, 19, 181), and, added to this, he simply can’t bear the sight of Nicholas, whom he regards throughout this entire proceeding “with a scowl of deadly hatred” (VI, 20, 188). Implicit in his grandiose proclamation to Mrs. Nickleby is a restatement of his previous stipulation for his nephew: get out of town or your family is lost—a real threat which Mrs. Nickleby herself helps Ralph substantiate in one of her characteristic moments of impractical chatter (“We can go to the Workhouse, or the Refuge for the Destitute, or the Magdalen Hospital, I dare say; and the sooner we go the better” [VI, 20, 190]).

Knowing above all that his nephew will take the noble course of action, Ralph again gives him no choice, and forces Nicholas to reiterate the promise to which he originally agreed (“I never meant to stay among you” [VI, 20, 191]). This agreement,
however, does not end with a handshake, but rather an almost prescient threat that makes Nicholas’s true feelings (and intentions) regarding their agreement abundantly clear: “Whatever step you take,” Nicholas grumbles at Ralph, “I will keep a strict account of. I leave them to you, at your desire. There will be a day of reckoning sooner or later, and it will be a heavy one for you if they are wronged” (VI, 20, 191). Then, almost as if this most recent negotiation with Ralph requires a palatable counterpoint, the number concludes with Nicholas’s return to Smike, and a renewal of their emotional commitment to each other. “Give me your hand,” Nicholas tells his friend. “My heart is linked to yours” (VI, 20, 192).

The September 1838 issue of Nicholas Nickleby marks one of many turning points in the story for, like Part IV, which announces Nicholas’s violent resignation from Dotheboy’s Hall, Part VI uses the making or breaking of one agreement as the device that sets Nicholas up for his next. Appropriately, September of 1838 also marked another shift in Dickens’s own negotiation process, for it was during that month that he signed the most elaborate of all his agreements with Richard Bentley. In both stories—the story of Dickens’s professional life and the narrative that he was simultaneously writing—it was becoming clearer and clearer that contracts, especially “unfair” ones, were always subject to change.

Seven months earlier (in February of 1838, not five months after Bentley had agreed to accept Oliver Twist as one of the two novels that Dickens owed him, and
just as *Nicholas Nickleby* was about to begin), Dickens had written to Bentley asking for yet another revision to their agreement. Specifically, he wanted Bentley to accept *Barnaby Rudge* as his *Miscellany* contribution (rather than in novel form, as their contract stipulated), stating that “the conduct of three different stories at the same time, and the production of a large portion of each, every month, would have been beyond Scott himself.”

Dickens again wanted one work to count for two properties, and he used his many “other engagements”—the burdens of which were by no means Bentley’s responsibility—as his reasoning behind the suggested renegotiation.

Dickens’s self-comparison with Scott was, as Kathryn Chittick notes, a timely one, for in the process of following “the progress of *Oliver Twist* and the rising interest in Dickens himself,” Dickens’s audience was also reliving “the extraordinary career of the last literary giant of their age” in Lockhart’s *Life of Sir Walter Scott*, published in a series of seven volumes between March 1837 and March 1838.

Scott’s example of self-destruction through excessive work seemed almost a warning knell for Dickens who “had every reason to take the lesson of Sir Walter Scott’s life to heart, as his own writing career proceeded alongside the darkening of Lockhart’s narrative.”

---

12 To Richard Bentley, 10 February 1838. Pilgrim I, 369.
13 Ibid.
14 Chittick, 128-29.
15 Ibid. 130.
complete form by 1 May 1838), and the forthcoming novel for Chapman and Hall, Dickens did seem committed beyond his means.

Dickens’s appeal, however, was somewhat disingenuous, for, as Patten notes, he had just finished *Grimaldi* for which Bentley had paid £300, and twelve days later agreed to complete a new comic work, “Boz’s Annual Register and Obituary of Blue Devils,” for Chapman and Hall before Christmas.16 But whatever the reality, Dickens, feeling justified, was determined to alter the agreement. The “wrangling” (as Patten puts it), continued through the first six parts of *Nicholas Nickleby*, and concluded, as usual, with Bentley’s surrender. The agreement signed 22 September 1838 is a lengthy and precise document that reaffirms most of the items from the 28 September agreement of the previous year. According to the new agreement, however, *Barnaby Rudge* would indeed appear in *Bentley’s Miscellany* for a period of 18 months, and would count as both Dickens’s monthly contribution to the periodical and the novel he was under contract to provide. Dickens would receive £21 for each part that appeared in the *Miscellany* (separate from his editorial salary), plus an additional £422 for the entire manuscript (a total of £800).17 Interestingly, the agreement also reduces the final payment for *Oliver Twist* from £500 to £400, the £100 difference being tacked on to the final payment for *Barnaby Rudge* (which, according to the

16 Patten, 80.
17 Pilgrim I, 670-71. Johnson, perhaps working with earlier drafts of the agreement, incorrectly gives the increased sum for *Barnaby Rudge* as £600.
previous agreement, had been £700). Dickens had again achieved a victory, though that victory had not been entirely easy. Given Bentley’s nearly eight-month insistence on “keeping Barnaby Rudge and Dickens’s contributions to the Miscellany two distinct matters,” it is remarkable that Dickens was able to pull off the feat of having one literary property count for two twice in a row. But, like the fictional situations he was creating during this time, Dickens’s own negotiations relied heavily on a principle that valued just and reasonable conditions over the verbatim letter of the law. For Dickens, a contract was not a contract if one of the parties were expected to abide by the terms under unbearable or unreasonable conditions, and so, in concluding his sixth negotiation with Richard Bentley, he made it clear that their relationship could continue to be mutually profitable, as long as Bentley respected (and by implication, conceded to) Dickens’s demands: “Let me assure you,” Dickens wrote, “with real sincerity that in our future intercourse all proposals emanating from you in a spirit of fairness and candour will be most cheerfully and cordially responded to by me; and that it will be my endeavour as I feel assured it will henceforth be yours to make our connection a source of mutual pleasure and advantage.” One might go so far as to suggest that Dickens is stepping into the roles of both Nicholas and Ralph here—one a victim of his own naïveté and circumstance, the other a manipulator with only his own needs in mind.

---

18 Johnson, 244.
19 To Richard Bentley, 20 September 1838. Pilgrim I, 436.
As Dickens hurried toward the midpoint of *Nicholas Nickleby*, failing time and again to meet his writing deadlines, his relations with Bentley, despite the sense of “fairness and candour” with which they had concluded their previous agreement, continued to deteriorate. Bentley’s persistent interference in editorial matters, coupled with his tight-fisted way of doing business (he went so far as to attempt to make small deductions for half-pages when Dickens fell short of his contracted sixteen) riled Dickens almost continuously, and must have seemed all the more petty when viewed alongside the business practices of Dickens’s other publishers, Chapman and Hall, who rarely, if ever, tampered with Dickens’s creativity, and who gave Dickens an unsolicited £300 bonus based on the sales of *Nicholas Nickleby* in January of 1839.20

By the end of that month, Dickens, aware of the impending pressures that *Barnaby Rudge* would certainly induce, wrote to Forster once again proclaiming his determination to alter the terms of his latest agreement with Bentley, and, in prose that magnificently articulates his anger and sense of self worth, all but announced his refusal to work for Bentley at all:

. . . It is no fiction to say that at present I cannot write this tale. The immense profits which Oliver has realized to its publisher, and is still realizing; the paltry, wretched, miserable sum it brought to me (not equal to what is every day paid for a novel that sells fifteen hundred copies at most); the recollection of this, and the consciousness that I have still the slavery and drudgery of another work on the same journeyman-terms; the consciousness that my books are enriching

---

20 The first (of three) *Nickleby* bonuses (totaling £1500) came on 3 January 1839. See Patten, 100, and Pilgrim, I, 570.
everybody connected with them but myself, and that I, with such a
popularity as I have acquired, am struggling in old toils, and wasting
my energies in the very height and freshness of my fame, and the best
part of my life, to fill the pockets of others, while for those who are
nearest and dearest to me I can realize little more than a genteel
subsistence: all this puts me out of heart and spirits: and I cannot—
cannot and will not—under such circumstances that keep me down
with an iron hand, distress myself by beginning this tale until I have
had time to breathe; and until the intervention of the summer, and
some cheerful days in the country, shall have restored me to a more
genial and composed state of feeling. There—for six months Barnaby
Rudge stands over. And but for you, it should stand over altogether.
For I do most solemnly declare, that morally, before God and man, I
hold myself released from such hard bargains as these, after I have
done so much for those who drove them. This net that has been wound
about me so chafes me, so exasperates and irritates my mind, that to
break it at whatever cost—that I should care nothing for—is my
constant impulse. But I have not yielded to it. I merely declare that I
must have a postponement very common in all literary agreements;
and for the time I have mentioned—six months from the conclusion of
Oliver in the Miscellany—I wash my hands of any fresh accumulation
of labour, and resolve to proceed as cheerfully as I can with that which
already presses upon me.21

This letter, excerpted in part at the opening of this chapter, is one of Dickens’s most
defiant pieces of correspondence from the period—in and of itself a temperamental
draft of a new agreement without due consideration of the other party. Interestingly, it
claims one thing, but signifies another. Beginning vehemently with “I cannot write
this tale,” one would expect an inventory of justified excuses to follow—a laundry list
of Dickens’s other Scott-like commitments, and his acknowledgement, perhaps, that

21 To John Forster, 21 January 1839. Pilgrim, I, 493-94. This letter appears in
Forster’s Life, and the Pilgrim editors point out that its intensity may or may not be
heightened.
he had taken on too much. But what follows instead is an almost violent attack on Bentley, on the disparity between the incomes of author and publisher, and on the notion that Dickens, the creative source of the income, should continue to work on the same “journeyman-terms.” It is this set of “circumstances” that really hinders the long-awaited birth of *Barnaby Rudge*—not the inability to produce the novel—and the hostile language put forth here reveals the level of tension that had developed as a result of Dickens’s observed inequality, and his ever-growing security with his position as an author. Simply stated, Dickens, at this point, did not want to write another novel for Bentley, and his letter reaffirms, in a manner most explicit, that when the terms of a contract “chafe,” “exasperate,” or “irritate” one of the participants to an extenuating degree, then that participant has the moral right to alter or break the contract.

Bentley responded with predictable conciliation, and told Dickens that, “altho’ I find no clause under our Agreement which entitles you ‘to require a postponement of six months,’ nevertheless I do not object to your wish to suspend the performance of all parts of our contract . . .”²² He asked, however, that their contract be extended another six months beyond the point at which it would have normally expired, and that Dickens agree to “suspend all [his] labours excepting Nicholas Nickleby,” undertaking not to write “any work or portion of a Work of any description” during

²² Pilgrim I, 495, n. 2.
the six month period. Outraged by the response, Dickens had nightmares about his
publisher that evening (“I dreamt of Bentley all night, and am fierce”\textsuperscript{24}), and the next
day responded with the unmitigated anger that signaled his imminent resignation as
editor of the \textit{Miscellany}:

\begin{quote}
I have merely to say that I do not “require” and demand this postponement: — firstly, because as one who is enriching you at the expense of his own brain, and for a most paltry and miserable pittance, I have a right to some regard and consideration at your hands; and, secondly because such postponements are matters of common literary custom, taking place as you well know every day, and in three-fourths of the arrangements in which you are concerned. I have further to say that I do \textit{not}, and will not receive it as a favour or concession from you—that I will \textit{not} consent to extend my engagements with you for the additional term of six months—that I will \textit{not} give you the pledge you so insultingly require—and that if you presume to address me again in the style of offensive impertinence which marks your last communication, I will from that moment abandon at once and for ever all conditions and agreements that may exist between us, and leave the whole question to be settled by a jury as soon as you think proper to bring it before one.\textsuperscript{25}
\end{quote}

The “paltry and miserable pittance” to which Dickens refers here is actually a bit of
an exaggeration. As Patten notes, Dickens received “almost £800 for \textit{Oliver}, a sum
nearly equal to that Bentley had given Maria Edgeworth in 1834 for an edition of
3,000 copies of \textit{Helen}, and considerably above Bentley’s average offer of slightly

\textsuperscript{23} Ibid. Johnson notes that, given new projects Dickens had agreed to take on, namely the \textit{Pic Nic Papers} for Colburn, and “Boz’s Annual” for Chapman and Hall, “Bentley’s response assuredly was very embarrassing to an author demanding six months’ vacation during which he washed his hands of any fresh accumulation of labour.” See Johnson, 247.
\textsuperscript{24} To John Forster, ?26 January 1839. Pilgrim I, 495.
\textsuperscript{25} To Richard Bentley, 26 January 1839. Pilgrim I, 495-96.
more than £250 for an edition of 1,000." Averaging £33 per part for *Oliver*, Dickens’s stipend (not counting his salary as editor of the *Miscellany*) was more than double the £14 “tempting emolument” he had enthusiastically accepted for *Pickwick* three years earlier, but still nowhere near the £225 per part he would ultimately receive for *Nicholas Nickleby* by the end of the year. Indeed, as he had previously told Bentley when suggesting that *Oliver* count as both his *Miscellany* contribution and a novel, “the great alteration of circumstances” and “the increased popularity of [his] works” demanded a change; but in the end, Bentley failed to change quickly or significantly enough. Before the month was over, Dickens had resigned—permanently this time—as editor of the *Miscellany*, putting forth Ainsworth as his immediate successor. Bentley offered Dickens £40 a month merely for the use of his name, but the break at this point was beyond repair. Though his editorial farewell to his readers is generally rendered with the tenderness and affection one might expect from its form (the address is a letter from a parent [Boz] to his child [the *Miscellany*]), in closing, Dickens could not resist alluding to the underlying reasons for his departure. “I reap no gain or profit by parting from you,” he wrote, “nor will

---

26 Patten, 81.
27 To Richard Bentley, 2 July 1837. Pilgrim I, 282.
28 Pilgrim I, 496, n. 2.
any conveyance of your property be required, for, in this respect, you have always
been literally ‘Bentley’s’ Miscellany, and never mine.”

The agreement dated 27 February 1839 terminated Dickens’s editorial
association with Bentley’s Miscellany, and renegotiated the terms for Oliver Twist yet
another time. The sum paid for a three-year lease on the full copyright of Oliver was
raised back to £500, with Dickens retaining half the copyright after three years,
“computed from the twentieth day of October last . . . being the day of the delivery of
the concluding part of the Manuscript.” A second agreement, signed simultaneously,
renegotiated the terms for Barnaby Rudge. Bentley now agreed to pay £2000 “as the
purchase money for the entire Copyright” (there was no mention of Dickens retaining
any share of the copyright at any point), another £1000 if sales exceeded 10,000
copies, and “the further and final sum” of £1000 if sales exceeded 15,000 copies.

The novel would not appear in the Miscellany as had previously been negotiated, but,
like Scott’s novels, “in three volumes Post Octavo of similar pages to those of Oliver
Twist, each volume [containing] at least three hundred and ten pages.” Of course,
Dickens would eventually go on to write Barnaby Rudge, but it would not be for

29 “Familiar Epistle From a Parent to a Child Aged Two Years and Two Months,”
Bentley’s Miscellany, February 1839. Quoted in Dickens’ Journalism, ed. Michael
Slater, 554.
30 Pilgrim I, 677. Dickens had delivered the manuscript of Oliver in full, but it
continued to run serially in the Miscellany until April 1839.
31 Pilgrim I, 674.
32 Ibid.
Richard Bentley. More than a year later, long after *Nicholas Nickleby* had concluded, the ninth and final agreement between Dickens and Bentley, dated 2 July 1840, would at last sever their relationship. Under the terms of that contract, Dickens would pay the publisher £2250 for the copyright, stock, and plates of *Oliver Twist*, as well as for the surrender of “all claims and demands which he [Richard Bentley] has or could or might have against the said Charles Dickens.”33 The £2250 Dickens paid Bentley was actually advanced by Chapman and Hall, who, in another agreement from the same month, offered Dickens £3000 for a 6-month copyright on *Barnaby Rudge*.34 That ill-fated novel, as Patten notes, “of which only two chapters were yet written, had risen in value in less than four years from £200 for outright copyright to £3000 for a six months’ lease.”35 Dickens, no matter how short of temper he might have been, was surely within his rights to have observed that a “great alteration of circumstances” had occurred.

Like the dissolution of his partnership with Richard Bentley, Dickens’s novel was only half finished in January of 1839; and, like his abrupt departure from the journal he helped to found, the climax of the number that appeared that month hinges on and concludes with an almost violent termination of an agreement. Having admirably

---

33 Pilgrim II, 474.
34 The agreement was signed not long after 25 July 1840. See Pilgrim II, 475.
35 Patten, 86.
honored his employment contract with the “theatrically emotive” Mr. Crummles for three numbers (Parts VII-IX, October-December 1838), Nicholas leaves the theater troupe at the beginning of Part X (January 1839) after receiving two cryptic letters from Newman Noggs. The cause of Newman’s concern, not yet revealed to Nicholas, is the relentless prosecution of Kate by Sir Mulberry Hawk and Lord Verisopht, and Ralph Nickleby’s refusal to halt the plan that he has put into action because he “can’t afford to offend them” (IX, 28, 279). Crouching in corners and behind closed doors, Newman has learned of Ralph’s actions, and, infuriated after over-hearing Ralph’s callous response to Kate’s desperate pleas for help (“What is it after all? We have all our trials, and this is one of yours” [IX, 28, 279]), “threshes” his employer “within an inch of his life” (IX, 28, 281). The “constant succession of blows” that Newman delivers, however, are directed towards “a particular panel about five feet eight from the ground,” while the imagined object of his pummeling, Ralph Nickleby, sits consulting his ledger books on the other side of the closed office door (IX, 28, 281). Unlike Nicholas’s retaliation against Squeers, Newman’s disloyalty towards his employer takes the form of fantasized violence that gives way to subtler acts of betrayal. His second letter to Nicholas, urging Nicholas’s immediate return (X, 30, 299), is a real act of sedition, done in secret, and executed with the specific intention of foiling his employer’s plans. In the narrative, Newman’s two forms of infidelity—
the real and the imagined—come together beautifully when he visits Miss La Creevy in preparation for Nicholas’s arrival.

“Damn him!” cried Newman, dashing his cherished hat on the floor; “like a false hound.”

“Gracious, Mr. Noggs, you quite terrify me!” exclaimed Miss La Creevy, turning pale.

“I should have spoilt his features yesterday afternoon if I could have afforded it,” said Newman, moving restlessly about, and shaking his fist at a portrait of Mr. Canning over the mantel-piece. “I was very near it. I was obliged to put my hands in my pockets, and keep ’em there very tight. I shall do it some day in that little back-parlour, I know I shall. I should have done it before now, if I hadn’t been afraid of making bad worse. I shall double-lock myself in with him and have it out before I die, I’m quite certain of it.”

“I shall scream if you don’t compose yourself, Mr. Noggs,” said Miss La Creevy; I’m sure I shan’t be able to help it.”

“Never mind,” rejoined Newman, darting violently to and fro. “He’s coming up to-night: I wrote to tell him. He little thinks I know; he little thinks I care. Cunning scoundrel! He don’t think that. Not he, not he. Never mind, I’ll thwart him—I, Newman Noggs. Ho, ho, the rascal!”

Lashing himself up to an extravagant pitch of fury, Newman Noggs jerked himself about the room with the most eccentric motion ever beheld in a human being: now sparring at the little miniatures on the wall, and now giving himself violent thumps on the head, as if to heighten the delusion until he sank down in his former seat quite breathless and exhausted.

“There,” said Newman, picking up his hat; “that’s done me good. Now I’m better, and I’ll tell you all about it.”

It took some little time to reassure Miss La Creevy, who had been almost frightened out of her senses by this remarkable demonstration; but that done, Newman faithfully related all that had passed in the interview between Kate and her uncle, prefacing his narrative with a statement of his previous suspicions on the subject, and his reasons for forming them; and concluding with a communication of the step he had taken in secretly writing to Nicholas. (X, 31, 305)
While it would be difficult to argue that Newman’s actions are a direct “metamorphosis” here, the imagined violence of this scene undeniably recalls Dickens’s own hostility toward Bentley as revealed in previous correspondence (“This net that has been wound about me so chafes me, so exasperates and irritates my mind . . .”), and one can even imagine Dickens literally shadow-boxing Bentley (he certainly does it verbally) with Forster as spectator. But unlike Dickens, who would eventually have the strength to “knock out” Bentley, Newman doesn’t physically avenge Kate’s honor because he can’t “afford” to (an interesting and distorted parallel not only to Ralph’s situation with Hawk and Verisopht, but to Dickens’s own situation before he became so popular). Instead, Newman chooses to be unfaithful to his employer by “faithfully relating all that had passed” to Miss La Creevy, and “secretly writing to Nicholas”—actions that not only earn Ralph a new enemy (Miss La Creevy), but also violate the regard for privacy implicit in any agreement between a servant and his employer. More importantly, Newman’s disloyalty sets the stage for the more significant break between Nicholas and Ralph, a circumstance that, like Newman’s (and Dickens’s), will demonstrate the necessity of breaking contracts that hinder the privileging of higher moral purposes and actions.

Chapter 33, in which Mr. Ralph Nickleby is relieved, by a very expeditious process, from all commerce with his relations, concludes the tenth part of Nicholas Nickleby as well as the first half of the book. It is a crucial
chapter that marks a turning point in both the story’s progress and in the author’s relationship to his own work. In the opening paragraphs of the chapter, we learn that Nicholas, now emboldened by the full knowledge of Ralph’s treachery, is determined to sever all relations with his uncle (“My resolution is taken . . . nothing will avail Ralph Nickleby now” [X, 33, 315]). His first move toward this end is to retrieve Kate from the house of the Wititterlys, where, as Nicholas has learned, she has been the object of pursuit and insult by Hawk and Verisopht. Heroically responding to his sister’s plea (in stark contrast to the uncle who has deserted her), Nicholas wastes no time breaking Kate’s employment contract, a contract which she herself previously refused to dishonor, even when pushed to the breaking point by her uncle’s unfeeling remarks (“I will not disgrace your recommendation. I will remain in the house in which it placed me, until I am entitled to leave it by the terms of my engagement . . .” [IX, 28, 280]). Under such dire circumstances, however, Kate’s situation is no longer negotiable, and Nicholas, with his “whole blood on fire,” immediately announces his purpose to Mr. Wititterly, “and the impossibility of deferring it” (X, 33, 317).

With Kate secure, Nicholas next goes to collect his mother from his uncle’s house, and charges Newman, now in the full role of double-agent, with delivering a letter to Ralph. The letter, which Newman deceptively informs Ralph was brought by “a boy . . . quarter of an hour ago, or less” (X, 33, 320), is the formal written
document that not only notifies Ralph of the cancellation of his agreement with his
nephew, but also severs all relations between them.

“You are known to me now. There are no reproaches I could
heap upon your head which would carry with them one thousandth
part of the groveling shame that this assurance will awaken even in
your breast.

“Your brother’s widow and her orphan child spurn the shelter
of your roof, and shun you with disgust and loathing. Your kindred
renounce you, for they know no shame but the ties of blood which
bind them in name with you.

“You are an old man, and I leave you to the grave. May every
recollection of your life cling to your false heart, and cast their
darkness on your death-bed.” (X, 33, 320)

Ralph Nickleby’s opprobrious behavior renders any agreement between him and his
nephew null and void. The “shelter” Ralph provided for Kate and Mrs. Nickleby,
onece the physical manifestation of the terms to which Ralph had agreed, is now
“spurned,” and the gratitude he enjoyed in the form of both Kate’s discretion and
Nicholas’s self-imposed absence is now replaced with “disgust and loathing.” The
“commerce” from which this chapter relieves Ralph is not simply financial, for in
“renouncing” his uncle, Nicholas condemns Ralph to an emotionless life of figures
and tables, devoid of any familial association. It is only fitting, so the story seems to
tell us, that Ralph should be rejected as such, for it is his own selfish and dishonorable
menacing that forces Nicholas, here the moral superior, to curse his uncle and to
break a potentially rewarding (for both parties)—but failed—agreement. It is also
fitting that the number concludes with Newman Noggs turning his back on Ralph to
consult “some figures in an Interest-table . . . apparently quite abstracted from every other object” (X, 33, 320). Having successfully helped orchestrate the renunciation of his boss, Newman is now an extended part of “an ever-increasing adoptive family,”36 and the emotional loyalty toward the Nicklebys that he favors over the more professional allegiance he supposedly owes to Ralph presages the very different kinds of contracts that take shape in the second half of Dickens’s story.

36 Michie, 86. Michie uses the phrase in her discussion of the Cheerybles and their “avuncular interventions.”
CHAPTER FOUR

Making and Breaking More Contracts

By the end of January 1839, Dickens had released himself from one editorial obligation and was on his way to relinquishing another. Free from the burden of editing the *Miscellany* (as well as all of the distracting and troubling negotiations that came along with that commitment), Boz now remained only the “editor” of *The Life and Adventures of Nicholas Nickleby*—a position, confirmed monthly by the cover, that he would shape into something quite different by the conclusion of his novel nine months later. Dickens’s break with Bentley in January of 1839 is significant not only in that it liberated him (if only partially) from the constant tension that “chafed” and “irritated” him almost daily during the composition of the first half of *Nicholas Nickleby*, but also in that it gave him more room to develop his stories—both the story of his role as an author, and the stories that were to unfold in his fiction.

Likewise, the dramatic break that occurs in the plot at the end of Part X undeniably gives Dickens’s narrative room to grow. From that moment on, *Nicholas Nickleby* becomes a very different kind of novel (one might even posit, a different novel altogether), and, like the advantageous rupture in Dickens’s career, the turning point...
in the novel itself would assist in its “editor’s” transformation.¹

The purpose of the second half of *Nicholas Nickleby* is to substitute the bad experience of having to break bad agreements with the more rewarding experience of keeping good ones. Whereas Nicholas’s agreements with duplicitous businessmen bring him nothing but trouble and misery in the first half of the novel, the contracts that he keeps with others in the second half of the story bring him nothing less than pleasure, advantage, and a sense of moral righteousness. These new or “good” agreements, which influence the plot of Parts XI-XX from beginning to end, function in two major ways: firstly, they trump or supercede the bad agreements that are still alive and well in the story, serving as the mechanisms that expose and ultimately defeat the schemes (again, the word is noteworthy) that constantly threaten to undermine the promotion of honesty and moral virtue; and secondly, (and perhaps more significantly for Dickens as an author), they bring a sense of unity to the plot hitherto not seen in any of Dickens’s fiction. Unlike the contracts in the first half of the novel, which tend to move both Nicholas and the story almost erratically from place to place (there are even pilgrimage-like interpolated tales in Part II, which Nicholas hears on the way to Yorkshire), the contracts in the second half of *Nicholas Nickleby*...
Nickleby help create a larger, more complex, and more stabilizing fabric, the whole of which becomes greater than the sum of its parts. In February of 1839, the author of those parts was prepared to move beyond the manifesto he had declared in Pickwick—“that every number should be, to a certain extent, complete in itself”\(^2\)—to produce a coherent narrative comprised of interlaced dependencies, suspense, pathos, and the triumph of the reading public’s many bourgeois ideals.

In part XI (February 1839), after a month of wondering what will become of the Nicklebys following their break with Ralph, we are immediately placed back into the world of bad contracts, with Squeers and Ralph, the two old businessmen who understand each other, occupying center stage. Nothing has changed with these two: Squeers is in town to solicit a little more “compensation” from Ralph for the pain and suffering Nicholas has caused (XI, 34, 331), and Ralph’s hatred of “that same boyish poor relation who had twitted him in their very first interview” has reached new heights after Nicholas’s rejection of him (XI, 34, 333). Ralph “[casts] about all that day . . . keeping a corner of his brain working on the one anxious subject through all the round of schemes and business that came with it,” only to find himself later that evening “still harping on the same theme, and still pursuing the same unprofitable reflections” (XI, 34, 333). The word “unprofitable” is of course significant here, for it draws attention to the fruitlessness of Ralph’s obsession with wounding his nephew.

(this time through Smike), indirectly associated as it is with his drive to conserve his own money. Though Dickens has already stated it overtly and by implication numerous times, we see again in the opening of Part XI that inflexibility and greed are Ralph Nickleby’s (and one might also read, Richard Bentley’s) mortal sins, and that no matter how many opportunities for reparation present themselves, those characteristics are fundamentals of the story that are very unlikely to alter.

But while the opening of the second half of the novel makes clear that Ralph, Squeers, and others (Mantalini is present here too) are doomed to remain stuck in their “flat” financial landscapes, something is about to change, and change dramatically. In Chapter 35, Nicholas meets and becomes employed by the Cheeryble brothers, the beneficent twins who always seem to be donating to one charitable cause or another, and whose generosity is so abundant as to be practically unbelievable. Having lost one paternal figure by his own reckoning, Nicholas now gains two, and agrees to work as a kind of book-keeper in the counting house of Cheeryble Brothers for £120 a year (XI, 35, 345)—a salary 24 times that of the pittance he earned as an assistant school master in Yorkshire. As in Dickens’s own career (Chapman and Hall had, unprovoked, either increased or supplemented Dickens’s salary numerous times by this point), an increase in financial compensation seems to accompany the moral high ground, and with the help of his new employers, Nicholas will certainly gain both. Like his relationship with Smike, Nicholas’s relationship with the Cheeryble
brothers acts as an antidote to the trials and tribulations he has already suffered, and this new association (both economic and familial) will eventually come to embody the “fortunes” and “uprisings” that surmount the “misfortunes” and “downfallings” of the Nickleby family.  

“The twins,” as John Glavin has written, “turn their protégé to scribbling just as that other proto-lovable pair, Chapman and Hall, out of the blue, magically made the young Dickens into the author of *Pickwick*.” The result of this turning point in the book, then, is an almost too serendipitous trajectory for Nicholas that is largely in synch with Dickens’s own.

In glaring contrast to Kate and Mrs. Nickleby’s less than desirable living situation in Parts I-X, the second half of the novel situates them, along with Smike, in a charming cottage in Bow where “all the peace and cheerfulness of home” is restored (XI, 35, 346). The cottage, of course, belongs to the Cheerybles, who insist on installing the Nicklebys there for “something under the usual rent”:

“We might say fifteen pound, or twenty pound, and if it was punctually paid, make it up to them in some other way. And I might secretly advance a small loan towards a little furniture, and you might secretly advance another small loan, brother Ned; and if we find them doing well—as we shall; there’s no fear, no fear—we can change the loans into gifts—carefully, brother Ned, and by degrees and without pressing upon them too much.” (XI, 35, 345)

---

3 The full title of the novel, before its truncation in book form, was *The Life and Adventures of Nicholas Nickleby, Containing a Faithful Account of the Fortunes, Misfortunes, Uprisings, Downfallings, and Complete Career of the Nickleby Family*.  
4 Glavin, 128.
From the first two important transitions that take place in Part XI—namely the reallocation of Nicholas’s services to a new job and his family’s transfer to a new residence (the second being dependent on the first)—we see that the Cheerybles’ way of doing business is as different from Ralph’s standard practice as Chapman and Hall’s is from Bentley’s. The Cheerybles’ “scheming”—advancing loans in secret, and manipulating matters financially so that it will actually cost them money rather than earn it—is something unheard of in the “old” world (or Part I-X world) of making and breaking contracts, just as their munificent treatment of their “faithful servant,” Tim Linkinwater (they’ve pensioned his mother and sister, and purchased a burial plot for the family [XI, 35, 342]), and the undying loyalty with which he repays them is something never witnessed in the sad universe of Newman Noggs. Along with his devotion to Smike (the only good carry-over contract from the first half of the book), Nicholas’s fortuitous agreement with the Cheeryble Brothers will drive the remainder of the narrative, allowing Dickens to develop what is certainly one of his first “Dickensian” plots, replete with quintessential intricacies and coincidences. By the end of chapter 35, Nicholas and his family are comfortably positioned as the result of this agreement, and the “editor” of these “fortunes” can pithily summarize

---

Not just the “old” world of the novel, but literally the late 18th and earlier 19th century: “[The Cheerybles] harken back to an earlier time, and Dickens’ representation of them is redolent with nostalgia for an era in which competition was not valued over community.” Joseph W. Childers, “Nicholas Nickleby’s Problem of Doux Commerce,” Dickens Studies Annual 25 (1996) 57.
the result of negotiating wisely: “In short, the poor Nicklebys were social and happy; while the rich Nickleby was alone and miserable” (XI, 35, 346).

At Nicholas’s new place of employment, one cannot step two feet without recognizing “some reflection of the kindly spirit of the brothers” (XII, 37, 354). All of the workers are so “jolly” that it is “a treat to see them,” and among the posted shipping-announcements and steam-packet lists, “designs for alms-houses, statements of charities, and plans for new hospitals” decorate the counting-house walls (XII, 37, 354). The brothers spare no expense for Tim Linkinwater’s birthday, presenting him with a “costly gold snuff-box,” that contains “a bank-note worth more than its value ten times told” (XII, 37, 357), and their extravagance later that evening at the birthday celebration prompts one tipsy “subordinate” to declare that “there never was . . . such . . . noble . . . excellent . . . free, generous spirited masters as them as has treated us so handsome this day” (XII, 37, 360). Admiration and loyalty stem from generosity here, and in reading such scenes, it is difficult not to see the close parallel between Chapman and Hall’s gifts and banquets for Dickens (Patten posits them as “bribes”),

6 “The eighteenth-century moral argument [doux commerce] that justifies individual engagement in business as a means of contributing to the greater good of the social whole, no longer functions for [Ralph], since it requires that the ends of his commercial efforts be realized in a way that includes others’ interests as well as his own. To work with another’s welfare in mind is, of course, anathema to Ralph, and he refuses to justify or consider his activities in these terms. That refusal also removes him from civil society, where individuality retains an important status, but is subsumed by a privileging of the social whole.” Childers, 55.
and the Cheeryble brothers’ liberal kindnesses toward their employees (and toward Linkinwater in particular). Of Chapman and Hall, Edgar Johnson wrote that “with generous bonuses and gifts, they had created a human bond between themselves and an author sensitively responsive to friendly ties.” But one could easily say exactly the same thing (substituting “clerk” for “author”) about the behavior of the Cheeryble brothers and the good things that result from their generosity.

The unquestionable devotion that the Cheerybles enjoy from Linkinwater and their other employees confirms that in this narrative, generosity both breeds and is the hallmark of good contracts. In a world where harsh words are never exchanged between master and servant, the durability of binding agreements is assured, and the good fortune of all (even if problematic with regard to caste) is guaranteed. With the Cheerybles, we have the positive, admirable reconfiguration of the more odious dynamic that exists between Squeers and Snawley (“you scratch my back, I’ll scratch yours”); and it is fitting, too, that Dickens should record all the sugary details of the Cheerybles’ generosity in March of 1839 (the month Part XII appears), for it was during that month that he gladly accepted the second of his unsolicited *Nickleby* bonuses from Chapman and Hall, the only publishers at that point with whom he saw fit to keep his contract.8

7 Johnson, 205.
8 The second bonus was for £200. See Patten, 100.
But all is not invulnerable in this fairy-tale world of commercial delight where Nicholas literally smiles as he does his job (XII, 37, 355), and actually relishes the opportunity to work overtime (XIII, 40, 392). Smike’s abduction at the end of Part XII and the ensuing plot by Ralph, Squeers, and Snawley to regain possession of him, demonstrate that bad agreements are still at work in the story, and give rise to real threats. Squeers and Snawley are of course on Ralph’s payroll, and they’ve both agreed to lie to help Ralph achieve his ends. In Part XIV (May 1839), the mendacious trio barge in on the Nicklebys to conduct the “business” of reclaiming Smike (XIV, 45, 445), a travesty that involves the display of forged documents indicating Smike’s parentage, and emotional theatrics on Snawley’s part that might put Vincent Crummles to shame. Fortunately, however, Nicholas delays Smike’s capture by refusing to “give him up against his will, to be the victim of such brutality as that to which [Snawley] would consign him” (XIV, 45, 447). Seething but unsurprised, Ralph withdraws, vowing to break Nicholas’s “haughty spirit” with “the protracted and wearing anxiety and expense of the law” (XIV, 45, 448). Indeed, the suspense and tension created by this troubling event plague the next four numbers of the novel, as Kate and Mrs. Nickleby continue “to live in peace and quiet, agitated by no other cares than those which were connected with certain harassing proceedings taken by Mr. Snawley for the recovery of his son, and their anxiety for Smike himself, whose health, long upon the wane, began to be so much affected by apprehension and
uncertainty as sometimes to occasion both them and Nicholas considerable uneasiness, and even alarm” (XVI, 49, 481).

The direct result of Ralph’s interference—Smike’s decline—produces ironic consequences, for in attempting to break Smike and Nicholas apart, Ralph sets in motion Smike’s slow and steady journey towards death, a process that initiates Nicholas’s renewal of the commitment he made to Smike in the first half of the novel. The emotional contract that exists between the two here surmounts the plan executed by Ralph’s underhanded financial negotiations, leaving both young men anxious but happy, and literally closer together. Smike’s death scene in Part XVIII (September 1839) lays bare the culmination of this proximity, letting the reader know that Nicholas is now on a twenty-four hour watch (“He never left him; to encourage and animate him, administer to his wants, support and cheer him to the utmost of his power, was now his constant and unceasing occupation” [XVIII, 58, 572]), and providing an accompanying illustration (“The recognition”) that depicts Smike desperately “clinging” to his care-taker (“Hold me tight. Don’t let me go.” [XVIII, 58, 574]). Riveted as they are in these final moments by their devotion to each other, Smike asks Nicholas to make him “one solemn promise”:

“‘What is that?’ said Nicholas, kindly. ‘If I can redeem it, or hope to do so, you know I will.’

‘I am sure you will,’” was the reply. “Promise me that when I die, I shall be buried near—as near as they can make my grave—to the tree we saw today.”
Nicholas gave the promise; he had few words to give it in, but they were solemn and earnest. His poor friend kept his hand in his, and turned as if to sleep. But there were stifled sobs; and the hand was pressed more than once, or twice, or thrice, before he sank to rest, and slowly loosed his hold. (XVIII, 58, 573-74)

Nicholas’s solemn vow—a final performative act that promises to honor a contract, even (or rather especially) in death—is packed with meaning here, for his (and Dickens’s) choice of words suggests a wealth of implications. In pledging to bury Smike near the spot where Kate Nickleby, Smike’s secret love object, had once rested her head, Nicholas agrees to “redeem” his promise in the sense of “making good” or “fulfilling” (as one would an agreement); but the word (which comes from the Latin redimere, meaning “to buy back”) carries with it many other meanings, most of them financial, including “to repurchase,” “to release from blame or debt,” “to remove the obligation of payment,” “to free from captivity or punishment by paying a ransom,” and “to convert into something of value.” All of these definitions suggest that the redemption of Nicholas’s promise—his final act of faithfulness—brings some sort of value to this relatively short-lived relationship; only the value that arises from the bond between Nicholas and Smike is a value distinct from and beyond the value of money. The commercial echoes are almost inappropriate in the bucolic setting of Smike’s final hours, where the invalid looks out upon the meadows, and Brooker (another misplaced link to the sordid world of money) lurks behind the trees; but Smike’s tender handshake, which “slowly loses its hold,” reminds us once again that
what exists between these two is, at least on the surface, far removed from the
marketplace.⁹

For this last opportunity to fulfill his commitment to Smike, Nicholas has the
good nature of his agreement with the Cheerbyles to thank. Upon learning that the
“last chance and hope of [Smike’s] life depended on his being instantly removed from
London,” it’s Brother Charles who instructs, “Remove him to-morrow morning, see
that he has every comfort that his situation requires, and don’t leave him—don’t leave
him, my dear sir, until you know that there is no longer any immediate danger”
(XVIII, 55, 553). While Nicholas is away from London obediently fulfilling his
obligation, one doubts that the Cheerybles are docking his pay. Nevertheless, the
commercial resonances of this story, as Joseph Childers has observed, are never too
far behind what disguises them: “The fact that the Cheerybles are businessmen is
essential to the novel. As good-hearted as they may be, it is the profits of their
enterprise that allow them to be generous.”¹⁰

---

⁹ Or so it would seem. Bowen eloquently argues that “the family is not, cannot be,
free of economic determinants, or the violence and conflict of the wider society.
Indeed it often provides a particular focus for it, tragically in the brutalization and
death of Smike, comically in the Kenwigses and Mantalinis.” Bowen, 109.
¹⁰ Childers, 58. On the other side of that argument, Johnson humorously notes that it
is impossible to believe that these “overgrown elderly babies . . . could ever have
been successful in business.” Johnson, 289.
The final double number of *Nicholas Nickleby* (Parts XIX/XX, October 1839), contained an engraving of Daniel Maclise’s now famous portrait of the author.\(^{11}\)

Intended for the frontispiece of the bound edition and nestled amongst the advertisements before the start of the text, the portrait (Figure 2), was not the public’s first glimpse of Boz (Samuel Lawrence’s lithograph, signed “Boz,” was advertised and sold in June of 1838), but it was their first real look at the successful young editor-turned-author, Charles Dickens. While George Eliot would later describe Maclise’s likeness as a “keepsakey impossible face . . . which has been engraved . . . in all its odious beautification,”\(^{12}\) the reading public of the time was apparently less critical. By 9 November 1839, reproductions of the portrait were available for sale separately in quarto size on plain paper for a shilling, and in folio on India paper for 2 shillings. Patten observes that “so great was the demand by a public that knew Dickens’s heart and mind, but not his features,” that the plate quickly deteriorated, requiring the reproduction of a replica, which was technically inferior, and contained


Figure 2. Portrait of Charles Dickens, engraved from the painting by Daniel Maclise, 1839
The iconography of Maclise’s portrait, Patten observes elsewhere, “became the canonical way of representing the bourgeois writer for the next decade,” likely due at least in part if not altogether to the success of Dickens’s works in serial form, and the desire of other publishers and authors to capitalize on that success. Maclise’s rendering presents a full-length view of Dickens, with a meditative expression on his youthful countenance, seated by his writing desk, his hand touching a manuscript, surrounded by a setting bespeaking modest but comfortable middle-class status—“something that in fact Dickens could provide the Nicklebys but could not yet guarantee for his own family through his writer’s income.” Moreover, Patten continues, “the frontispiece is not only a picture, but also a text; inscribed below the portrait in an etched facsimile of Dickens’s handwriting are the words ‘Faithfully yours, Charles Dickens.’ The ‘faithful’ that once described the telling (a ‘Faithful Account’) now describes the relationship between the author in propria persona and

---

13 Patten, 101. In his comprehensive essay on how the Victorian taste for portraiture impacted the literary market, Gerard Curtis also notes that, “the reading of the ‘portrait/face’ underwent dramatic changes in this period. The face was, in effect, democratized: new, cheap reproduction technologies (most notably the dropping price of photographic portraits), coupled to aggressive merchandising, commodified the face in new markets.” Curtis, 232.


15 Ibid.
his readers.”¹⁶ Here, for the first time, Dickens literally signs a binding agreement with his public. Just as he had announced mid-way through The Pickwick Papers his intention “to adhere to his original pledge of confining [his] work to twenty numbers,” at the conclusion of Nicholas Nickleby he makes good on the promise a second time so as to “keep the strictest faith with his readers.”¹⁷ Once the reader has turned the page to move beyond Maclise’s seductive portrait, all that remains for Dickens, if he is to honorably fulfill his contract, is the task of finishing the story.

The last material episodes of Nicholas Nickleby faithfully recount how the Cheeryble Brothers—in the spirit of Chapman and Hall—have helped foil and overturn the plots resulting from every bad contract in the second half of the book. In Chapters 59 and 60, we learn that Brooker’s secret consorting with Newman sets off a chain of events that begins with suspecting Snawley and Squeers, leads to the apprehension of Squeers and Peg Sliderskew, and ends with a confession from Snawley that “[declares] the whole tale concerning Smike to be a fiction and forgery, and [implicates] Ralph Nickleby to the fullest extent” (XIX/XX, 59, 587). Indeed, the lesson that again seems to emerge here is that if one does not fulfill the terms of his contract honorably—both Brooker and Newman have good reason to resent their abusive employer (“He had used me ill—cruelly . . . and I hated him” [XIX/XX, 60, 595])—then that contract is destined to fall apart. The narrative of the last double

¹⁶ Ibid. 32.
¹⁷ “Announcement at Conclusion of Part X.” Quoted in The Pickwick Papers, 902.
number, which formulaically for Dickens illustrates the triumph of benevolence and exposure over selfishness and secrecy, inscribes the Cheerybles as the authors of good contracts, and rewards Newman for knowing when to break bad ones. Interestingly too, and perhaps because all of his past negotiations have been ill-intentioned, the “story”—Brooker’s own term for his narrated revelations (XIX/XX, 60, 595)—excludes Brooker from the circle of moral superiors who come together in the name of honesty and justice at the end of this chronicle. Despite his role as the provider of indispensable information, his own last words—“my reparation comes too late, and neither in this world nor in the next can I have hope again!” (596) resonate with Heaven (and man’s) judgment, condemn him as a criminal, and ultimately usher him, suddenly and conveniently, out of the story.18

With the villains dead or transported, and Nicholas rich and married as the result of the Cheeryble brothers’ “friendly negotiations” (XIX/XX, 63, 610), Dickens can at last fulfill his contract with his readers, and come to the end of his commission. Removed again from the commercial world of London, Dickens concludes his narrative in Devonshire, where Nicholas has repurchased his father’s house, which he alters and enlarges, maintaining all of its original features, as he populates it with “a group of lovely children” (XIX/XX, 65, 623). We learn too that Smike is not buried  

18 The other subplot of the second half of the novel—the Arthur Gride/Madeline Bray subplot—also illustrates that the contracts of those who help ultimately prevail over the contracts of those who harm. I’ve omitted the discussion of this complicated subplot due to lack of space.
in the London burial ground with “the counting houses all round it” (as Tim Linkinwater would have preferred [XIX/XX, 61, 601]), but more appropriately in the nostalgic and pastoral setting within walking distance of the Nickleby children. Nicholas has redeemed his promise:

The grass was green above the dead boy’s grave, and trodden by feet so small and light, that not a daisy dropped its head beneath their pressure. Through all the spring and summer-time, garlands of fresh flowers wreathed by infant hands rested upon the stone, and when the children came to change them lest they should wither and be pleasant to him no longer, their eyes filled with tears, and they spoke low and softly of their poor dead cousin. (XIX/XX, 65, 624)

This final, wistful scene, along with its accompanying illustration (Figure 3), leaves us, as Richard Stein has argued, with the frozen effect of “figures disposed in a peaceful, expressive group, collectively portraying happiness, faith, moral instruction, family unity, and narrative completion”19—everything that Nicholas (and Dickens) have been struggling to produce since the inception of the novel. But while Nicholas Nickleby concludes with the vivid and alluring impression of an alternative to the market—an alternative that the book seems to endorse, time and time again—the narrative and graphical depiction of the effect of Nicholas’s last and most honorable negotiation is actually more tied to the world of money than the story would have us believe. Sentimentality, particularly in the form of the death of the child, was, after

---

Figure 3. “The children at their cousin’s grave”
all, one of the great commodities of the Victorian era, and Smike’s death, the natural successor to Little Dick’s death in *Oliver Twist*, is certainly the precursor to Dickens’s sentimental (and, one might add, commercially exploitive) apotheosis, the death of Little Nell. John Ruskin, speaking specifically with regard to Nell, was of the opinion that Dickens slaughtered his children for the market, “as a butcher kills a lamb.”

In this sense the market (with Dickens) is in large part responsible for the contract between Nicholas and Smike, just as it is responsible for the contract between Dickens and his readers. Ultimately, the simultaneous fulfillment of both contracts guarantees Dickens a tearful response from his audience, great praise for fulfilling his agreement, and the anticipation (and eventual purchase) of his next sentimental work.

It is fitting, then, that Dickens’s “keepsakey,” sentimentalized portrait, a product created entirely for market consumption and the enhancement of the bound edition of the book, should accompany the commercially-oriented text of the final

---

20 John Ruskin, “Fiction, Fair and Foul” (1880). Quoted in George H. Ford, *Dickens and His Readers* (New York: W. W. Norton and Co., 1965) 95. Hilary Schor has also argued that Nell’s death is a material “site of value” for Dickens, suggesting that it is “part of the cannibalizing of young children so central to his early fiction.” Hilary Schor, *Dickens and the Daughter of the House* (Cambridge: Cambridge University Press, 1999) 41.

21 Parker takes the biographical reading even further: “[The closing passage] is an attempt by Dickens . . . to lay to rest the damaged [Warren’s Blacking] child within him. The unstoppable Nicholas can, like Dickens, claim the privileges of manhood— independence, marriage, children. Smike, the same age as Nicholas but noticeably described as a “boy” until the very end of the book . . . must die, be remembered, and be mourned.” Parker, 162.
double number. Sandwiched between an advertisement for “Beaufoy’s Instant Cure for the Toothache” on one side, and announcements for *Master Humphrey’s Clock* and the book edition of *Nicholas Nickleby* (with its various pricings) on the other, the precise location of the Maclise portrait amongst the advertisements in Part XIX/XX renders it an advertisement in and of itself, one that puts on display a fresh and desirable commodity, already so powerful in the marketplace.\(^2\) This advertisement, however, unlike the advertisement for Dickens’s works in Part I, does not relegate Boz to a parenthetical afterward, but instead erases the editor entirely, leaving the public with a “faithful” and consumable commodity in the form of the young Charles Dickens. The stripping out of the advertisements (all but this one), and the assembly of the parts into book form, with a title page ascribing Dickens as author, furthermore does the same. Examining Dickens’s early correspondence with Chapman and Hall, John Jordan has observed that for Dickens, “Faithfully yours” carried “a commercial and specifically contractual meaning.”\(^3\) The meaning—namely, “you pay me money, and I’ll tell you a story”—is here inscribed for all to see in a vibrant, pictorial

\(^2\) Curtis has also made this observation. The portrait, he writes, “was not only a commemorative gift but also a ‘masterpiece’ utilized as a marketing tool by Dickens’s publishers. For one thing, on the otherwise blank recto page to this engraved frontispiece, there is, at the bottom, small type noting that the portrait is for sale as an engraving: thus the image was both frontispiece and advertisement. Strategically placed after the serial illustrations, and yet with adverts still occurring after it (including one for Dickens’s latest serial release), it acts as advert and promotional frontispiece of the author’s face.” Curtis, 238.

representation that complements the unpublished business responsible for the
production of the larger enterprise. That unpublished business, which involved nearly
as many characters, conflicts, and revisions as the novel *Nicholas Nickleby* itself, was
for a long time at the heart of an arduous process that created many valuable stories
and products. And as one story finished, guiding readers with its very text and
ancillary material to prepare for the next, another story—the story of an astonishing
literary career that would last for the next three decades—had only just begun.