

## **Shakespeare's Will..... Considered Too Curiously**

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The last will and testament of William Shakespeare went unnoticed for approximately a century after his death in Stratford-on-Avon on April 23, 1616. The engraver and antiquarian George Vertue is credited with noting the existence of a copy in 1737.<sup>1, 2, 3</sup> The will that is considered to be the original may (or may not) be the one discovered by the Reverend Joseph Greene ten years later in 1747.<sup>4, 5, 6</sup> Subsequently, several copies of the Will were published,<sup>7</sup> though the Prerogative Court of Canterbury steadfastly refused to allow an actual facsimile to be made.<sup>8</sup> Finally in 1851, the eminent 19<sup>th</sup> century scholar James Halliwell obtained permission from the Court to release Shakespeare's Will to the "patient world" in a form as close to the original as possible. In a limited edition of 100 copies, the original character of the will was displayed with the interlineations and alterations set forth as best as could be done in type.<sup>9</sup> On viewing the content of the will in its entirety, the Prerogative Court's reluctance to make the will available in its original form can be easily understood.

The purpose of this paper is to put the will of William Shackspere of Stratford-on-Avon in its social, historical, and legal perspective. This will be accomplished by a comparison with contemporaneous wills of the day, and by an examination of the circumstances surrounding the creation of the document itself. Preparation for this paper has included a study of over 2,000 wills and an extensive bibliography dealing with will-making in early modern

England.

It is primarily the wills of gentlemen that have been chosen as “comparables” for a frame of reference, though occasionally the wills of esquires, yeomen, tradesmen or people with theatrical connections will be used.<sup>10</sup> Unfortunately many of the wills are available only in abstracts and this limits the comparison of some aspects of the language found in the will of the man from Stratford, hereafter to be called “Mr. Shackspeare” as his name appears in the document. The will itself will be called the “Stratford Will.”

Wills of the era were written out in a variety of secretary hands, and even skilled paleographers have made mistakes in transcriptions.<sup>11</sup> In fact, an example of such a mistake occurs in the Stratford Will when, amusingly, the notorious bequest of the “*second* best bed” had originally been transcribed as the “*brown* best bed.”<sup>12</sup> This error was corrected toward the end of the 18<sup>th</sup> century by Edmund Malone, a correction which of course unleashed a storm of controversy within the orthodox community as some scholars have regarded it as a disparagement of his wife while others have tried to transform it into a mark of affection.<sup>13</sup> As we take a closer look at this document, it may become apparent that orthodox scholars have more to lament than a single unfortunate word choice.

The will takes up three pages, and although there is room to spare on the third page, it is still rather lengthy in comparison to many wills of the day. It is written in facile secretary hand conjectured by Mark Eccles to be that of Francis Collins, a solicitor of Stratford, though the consensus favors a clerk or scrivener, further conjectured to perhaps have been someone in Collins’ office.<sup>14</sup> Attempts to claim it as Shakespeare’s own hand have not been credible, and are gainsaid, of course, by his three scrawled signatures.

The Stratford Will follows the standard format popularized in the handbooks of Henry Swinburne and William West.<sup>15</sup> However, when other wills are examined, the mindset and personalities of the testators are readily discernable despite the standardized language. People say what was on their minds in an authentic voice. It is self-evident that the testators themselves dictated their own wills.<sup>16</sup>

However, searching the Stratford Will for “Shakespeare’s voice” has been discouraged by Shakespearean authorities. In his *Study of Facts and Problems*, Sir Edmund K. Chambers tried to run interference on the prospect of perusing Shakespeare’s will for evidence of literary activity, stating with

a flourish of righteous indignation: “A will is a legal instrument for devising property, and not a literary autobiography.”<sup>17</sup> This caveat is an indication that scholars, perhaps instinctively, sense that close contact with the realities of the Stratford man’s life will present more obstacles for them to overcome. They’re right. At issue is not just the efficacy of the Stratford Will as a literary vessel, but also what it reveals of the personal effects of this inimitable historical figure, and what these in turn reveal of *his* life and thought. As we shall soon see, there is not the slightest glimmer of a cultivated mind anywhere to be found in the Stratford Will.

Viewing the will in the best possible light, the exalted 19<sup>th</sup> century authority James Halliwell sums it up as “the testimonies we may cherish of his last faltering accents to the world he was leaving.”<sup>18</sup> Failing such eloquence, many scholars are resigned to accepting the Stratford Will more simply as “an enigma.”<sup>19</sup> A closer look may show that the will is not an enigma; it is a disaster.

The rationale often used to explain the all-too-obvious deficiencies in the will is that “Shakespeare” relied on the services of an attorney. This argument has two failings. First, it begs the question why an individual with the storehouse of legal knowledge manifest in the Shakespeare Canon would *need* a country solicitor to write out what is a comparatively simple document. Orthodox scholars credit “Shakespeare” with legal competency obtained from his property transactions and various legal skirmishes in Stratford-on-Avon.<sup>20</sup> If the orthodox story is true, then these ways and means provided him with a sufficient legal background to write, for example, *The Merchant of Venice*, *Richard II*, and *Measure for Measure*. It should not have been a hill to climb for him to prepare his own will. The second problem is that wills were frequently written out by scribes, not attorneys, and, as previously mentioned, an unknown scrivener is thought to have copied out the Stratford Will. The orthodox response is that “Shakespeare” was too ill to do this for himself during the last months of his life, and this answer may be satisfactory enough -- for the time being -- in light of the will’s three quaky signatures.

The question of who served as an amanuensis in writing out wills has been addressed by Margaret Spufford in *Contrasting Communities*, and it appears that wills were often written by village scribes performing a neighborly service.<sup>21</sup> E.A.J. Honigmann concurs in his helpful book on *Playhouse Wills*, noting that it was not unusual for testators to turn to “a

literate neighbor” to pen their wills.<sup>22 23</sup> That literate neighbors often served in this capacity restructures the question: The right question to ask is not why “Shakespeare” might have chosen someone else to write his own will, but why someone else did not ask Shakespeare to compose a will for him? It would seem reasonable that during his earlier years in Stratford (maybe his “lost years”?) and most especially during his later years of comfortable retirement there that his family, friends and neighbors would *seek him out* for this task. In fact, no member of his own family made a will at all – neither his father nor his mother or his three brothers.<sup>24</sup>

A critical study of the Stratford Will usually begins with a recitation of items that the will does *not* contain. This will be my point of departure as well. As everyone knows, there is no mention of books. No further elaboration is needed on the difficulties created by this absence. Even with the dichotomy that exists between minimalist and maximalist schools of thought on Shakespeare’s education in the Stratford Grammar School,<sup>25</sup> no orthodox scholar has ever conceded that “Shakespeare” simply did not own any books, and the search for his missing library has been going on for centuries. Consistent with the lack of books is the fact that there is no mention of the kinds of *furniture* that would hold books, as there is in other wills. There are no cupboards, hampers, cases, boxes, presses or chests that might contain books.<sup>26</sup> There is no desk for writing or pen and ink with which to write.<sup>27, 28</sup> Using examples from other contemporaneous wills, a clothier of Gosfield bequeathed “a great chest to bestow my books in” and “one little chest which I lay my writings in.” A yeoman of Broomfield listed “the chest at my bed’s feet wherein my evidences and writings lie.”<sup>29</sup>

The lack of books in the Stratford Will is a serious enough omission to press orthodox scholars to search for an alternative explanation. Some say that the books were included in the “household stuffe.” When the term “household stuffe” is examined in the context of other wills (and one is hard-pressed to find a will that does not include this as it is standard verbiage) it is clearly a catch-all phrase for miscellaneous articles too inconsequential to itemize. It is generally found in a list along with bedding, plate, jewels, kitchen equipment, farm implements, farm animals and food stuffs.<sup>30</sup> A typical example is a testator who left to his wife his “household stuff, plate, jewels, my milch kine, 6 geldings and her own colt.”<sup>31</sup> The wording in the Stratford Will follows this pattern, as “all the rest of my goods chattels Leases plate Jewels and household stuffe whatsoer” are left to his daughter Susanna,

but not to his wife as is the norm.<sup>32</sup> Not incidentally, scholars have noticed a peculiar redundancy in this phrase. Earlier in the will Mr. Shackspere had left “*all my plate*” to his granddaughter -- with the specific exception of the silver bowl. As the plate has already been completely accounted for, there is no residual plate left to be bequeathed again; therefore, another indication that the language is merely formulaic.<sup>33</sup>

An example of a more careful testator is John Bentley, a servant to a knight, who leaves to his wife “all the other my household stuff not hereafter specially bequeathed.” Then, he leaves to his son a list of books that will knock your socks off. His itemized books include music books, Dictionaries of Cowper’s, Barrett’s, and Thomasin’s, dictionaries in Greek, Latin and “other languages whatsoever,” Tully’s Offices, books “pertaining to divinity,” “all other my books in English written or printed whatsoever,” statute books, law books, a Livius and “my maps.” To his “singular good master,” he bequeaths “my new bible in Latin, imprinted in Venice,” and to his Lady, a “very pleasant book called the “Instruction of a Christian Woman made by Ludovicus Vives.”

<sup>34</sup> One might wonder why “Shakespeare” did not take advantage of this golden opportunity to leave a special book to an important person in his life – perhaps Southampton?

Most recently, Stanley Wells, the Chairman of the Shakespeare Birthplace Trust, has come to the rescue with another escape hatch for the books. In an article in *The Stage* magazine, he waves off the books to an inventory – which, of course, is conveniently lost.<sup>35</sup> Actually, the proposal of an inventory has been suggested before, by Sir Edmund K. Chambers for one, and so it is worth a moment of consideration.<sup>36</sup> Approximately 2 million wills survive from early modern England, and inventories are still extant for about half of them.<sup>37</sup> Of these surviving inventories, very few include books, and this may be the major reason why the inventory rationale has not caught on.<sup>38</sup> In fact, according to the historian Dr. F. G. Emmison, “wills yield far more details than some inventories in which only valuation totals of items are given,” and he notes, furthermore, that wills themselves often functioned as “quasi-inventories” with detailed bequests of movables, furnishings, and of course, as we have seen, books.<sup>39 40 41</sup>

Music and musical instruments are part and parcel of Shakespeare’s imagery, as well as accoutrements of an actor’s vocation. The lack of musical instruments in the Stratford Will is indeed curious. This is an important point and one illustration of Shakespeare’s musical imagery is in order.

Upon hearing of his banishment, the Duke of Norfolk seizes upon a musical metaphor in Act I of *Richard II*, and one might ponder why the individual who wrote these words left no evidence of an interest in music among his personal effects:

The language I have learned these forty years,  
My native English, now I must forego:  
And now my tongue's use is to me no more,  
Than an unstringed viol or a harp;  
Or like a cunning instrument cased up,  
Or, being open, put into his hands,  
That knows no touch to tune the harmony.<sup>42</sup>

It is noteworthy that, by contrast, the actor Augustine Phillips of the Lord Chamberlain's Men left to his apprentice his base viol, a Citterne, a Bandore and a Lute.<sup>43</sup> Many ordinary citizens of the classes of gentlemen and yeomen, bequeathed a fair number of lutes, viols, and virginals. However, musical instruments were a rarity in Stratford-on-Avon – only two wills of Stratford citizens contain them. A physician's widow had a fiddle, and a man referred to as "a very cultured gentleman" owned a virginal, two viols, a cittern, a recorder, a flute and some music books.<sup>44</sup>

Moreover, there is nothing else in the will that even implies that the testator pursued a cultured life or had a theatrical career – with the exception of the bequest of the rings to the actors interlined on the second page. There is no mention of the stock that he is credited with owning in the acting company and the theater in London and no mention of theatrical apparel or memorabilia.<sup>45</sup> There are no maps, another bit of lacunae for a dramatist who set many of his masterpieces in foreign countries to which he himself did not travel.<sup>46</sup> There are no wall hangings, no pictures, no art works of any kind. That items such as these would have been valuable heirlooms is one thing, but far more troubling is that it all adds up to a *lack of intellectual property*. And it gets worse: in the Stratford Will there is no mention of education of any kind, for anyone.

In reading through many wills, bequests to minor children are almost universally accompanied with instructions for the child's education. For someone who supposedly pulled himself up by his own bootstraps and attained the measure of erudition that is found in the Shakespeare Canon, it

is simply bizarre that Mr. Shackspeare did not provide for the education of his only grandchild Elizabeth Hall – or for any future grandchildren yet to be born. We will overlook the fact that his daughters were arguably illiterate and examine the bequests to his granddaughter. She is named three times: first with a reversionary interest of 100 pounds if his younger daughter Judith dies; second with “all my plate;” and third she is the “Niece Hall,” the residual legatee for all the “premises” that remain after the default of the heirs male enumerated up through seven sons. If Mr. Shackspeare had just followed up any one of these bequests to his granddaughter with the simple phrase “to provide for her education” or “to be brought up in learning,” it would have been a Godsend. It would have been more of a saving grace than the interlineations of the rings to Heminge, Burbage, and Condell.

This apparent lack of interest in education is in stark contrast to many other testators of the time. A yeoman of Rochford left an annuity to keep his son at “grammar school until 15 and afterwards in one of the universities and after that in one of the inns of Chancery or Court for his better preferment and advancement.”<sup>47</sup> Even female heirs, though not provided for as regularly as their male counterparts, were not entirely excluded from the prospect of an education. Tomas Collte, a gentleman of Waltham, left a hearty 50 pound annuity “toward the education and bringing up of my two daughters during their minority,” and if they died without issue, this money was to go to the “setting up of a free school for ever for the teaching of poor men’s children.”<sup>48</sup> Jacob Meade provided for the education of his granddaughter.<sup>49</sup> In a short will of less than a page, a clothier of Dedham included a bequest “to the maintenance of poor students at Cambridge that...sincerely seek God’s glory.”<sup>50</sup> Mr. Shackspeare left his godson 20 shillings in gold. A widow of Chingford left to her godson 20 shillings – the same amount – but with the instruction that it was “to buy him books.”<sup>51</sup> It does not speak well for the orthodox position that relatively obscure people had the presence of mind to provide for their children’s education – and for that of others too – and the Bard did not.

Moreover, it was not unusual for thoughtful testators to leave endowments directly to schools and universities. A yeoman of Wivenhoe left money to St John’s College, Cambridge, “for the maintenance of poor scholars there and especially such as shall come out of the Grammar School of Colchester.”<sup>52</sup> An esquire left an annuity to the Free School of Chelmsford in order that the school “may be better maintained and the youth and children

may be the better attended and instructed in learning and virtue.”<sup>53</sup> A clothier willed that after the death of his sister, “the tenement given to her [will go] to the Governors of the public Grammar School in Dedham and their successors for ever, to be employed for a dwelling house for a school master to teach children to read and write....”<sup>54</sup>

Last on this point, the actor Edward Alleyn should not be overlooked as his life’s journey parallels that of the man who is generally believed to be “Shakespeare.” Born into humble circumstances, Alleyn had a successful career on the London stage and became wealthy in subsequent businesses. He founded Dulwich College and provided substantially for its continuance in his will.<sup>55</sup> In summary, a quote from Dr. Robin Fox: “A mark of a man’s success in business was that he should endow a school in his birthplace.”<sup>56</sup> It’s superfluous to point out what an egregious omission it is that the individual revered through the centuries for his “universal sympathy” left *nothing* to the Stratford Grammar School. This oversight is all the more imponderable as this school was the source of the putative education that supposedly enabled him to write the Shakespeare Canon, not to mention the primary institution for the advancement of learning in the community in which future generations of his own family would be brought up.

Bequests for repairs of roads and bridges were common, and annual annuities not unknown. For someone who spent the better part of his working life traveling back and forth to London, this is a puzzling lapse of community spirit. Sir John Wentworth left an annual allotment of 10 pounds “to the amending of the most needy places in the highway between St Anne’s chapel and Braintree.”<sup>57</sup> And speaking of Braintree, it seems this little town inspired an enormous sense of civic pride. A yeoman of the town left in his will an annuity to be used for “an honest poor man” to “rake, shovel and make clean all the streets....clean the waterways and channels of the town....and take a view of all the ditches, wholves, grates and straits where the water hath any course to descend from the town.”<sup>58</sup>

Then as now, churches were frequent beneficiaries, and specific bequests for the repair of steeples, casting of bells, as well as for general repairs and maintenance are legion.<sup>59</sup> It would seem reasonable that Mr. Shackspeare, who could anticipate burial in the chancel of Stratford’s Holy Trinity Church as a result of his ownership of tithes, might have given a thought to the preservation of his final resting place, all the more especially as he is credited with the poem on his tombstone that instructs his remains

there to be undisturbed.

Charitable giving was a use to which wills were frequently put. Often testators forgave debts owed to them, something that does not appear in the Stratford Will, nor would one expect it to given Mr. Shackspeare's inclination to litigate over small sums.<sup>60</sup> In fact, testators had an obligation for "charitable deeds," one of four obligations put in place in an act of 1529 during the reign of Henry VIII. The Stratford Will does fulfill this obligation with a tersely worded bequest to the poor, to be found as part of four bequests lumped together in a single item on the middle page of the will.<sup>61</sup>

By contrast, many testators revealed a compassionate spirit with elaborate provisions for the poor. A yeoman of Harlow set out legacies to the poor in eleven towns, as well as to the poor prisoners of Colchester, Newgate, the Marshalsea, the King's Bench, Ludgate and all London, and Stortford, with additional bequests "to every of the said prisons 10s; to be distributed within 18 months after my decease." In addition, this testator left monetary gifts to a string of relatives, godchildren, and servants, and apparently even his haberdasher. Then thinking it through, he further specified that if any of the legatees died before receipt of the money, that part should go to the poorest of the community and the rest to the repair of the highways.<sup>62</sup>

This example of beneficence is not unique, and the charitable obligation of testators was often met in a spirit of generosity that squares far better with the custom of the times than the solitary bequest in the Stratford Will. In a study of wills in 10 counties, a total of 3.1 million pounds was bequeathed to charitable causes in early modern England, reaching its peak from 1611 to 1640.<sup>63</sup> According to a comprehensive study on early English philanthropy: "a veritable revolution had occurred during which private donors, men who held in view a vision of the future, [sought to] ....repair the damage [that] society had sustained from the slow ruin of the Middle Ages."<sup>64</sup> Apparently, this "revolution" passed by Mr. Shackspeare of Stratford, unnoticed.

It is now time to turn our attention from what is *not* in the Stratford Will to what actually *is* there. It is thought that the will was originally drafted in January of 1616, then amended on March 25, 1616 to the final form in which it is cherished today. It is also thought that the will was written out in one hand, but with *two* kinds of ink, one that is darker than the other. We will return to this anomaly shortly. But first, a look at the will.

It opens with a Religious Preamble. Would it surprise you to know that

the greatest poet in England took his statement of faith straight out of a standardized handbook? The common formula used here, found in William West's popular *Symbolaeographia*, is clearly a Protestant testimonial. The ramifications of this will be studied more extensively at a later time:

Sicke of bodie but of good and perfect memory (God be praised).....  
First I commend my soule into the handes of god my maker, hoping assuredly through the only merits of Jesus Christ my Savior to bee made partaker of life everlasting. And I commend my bodie to the earth whereof it is made. <sup>65, 66, 67</sup>

The following example is from the will of one Jacob Meade, a waterman who died in 1624 in the County of Surrey. The Religious Preamble is nearly identical with the Stratford Will.

Jacob Meade  
“....sick in body but of good and perfect memory (prayed bee god therefore) doe make and ordayne this my Last wyll and testament in manner and forme ffollowinge  
following  
that is to say)  
first I Coment my soulle  
unto the hands  
of Almighty god my maker Assuredly  
hoping through  
beleeving  
the only merits of  
of  
Jesus Chryst my saviour to bee made  
be  
partaker of Lyf everlasting And I  
everlasting  
Comend my Body to the earth  
whearof it was made” <sup>69</sup>

William Shackspere  
in perfect health<sup>68</sup>  
& memory god be prayed  
doe make & ordayne this  
my last will & testament in  
manner and forme  
  
That is to saye  
ffirst I commend my soule  
into the handes  
of my god my creator  
hoping & assuredly  
  
through thonellie merittes  
  
Jesus Christe my savior to  
  
made partaker of life  
  
And my bodye to the Earth  
whereof yt ys made

Perhaps West's *Symbolaeographia* should be added to the list of sources for Shakespeare. But in a more serious vein, it was not *de rigueur* to use a pre-existing formula, and testators could follow their religious inclinations with some degree of freedom of expression. A more prolix example is found in the will of Edward Pudsey: <sup>70</sup>

I doe wholly betake and Committe unto the infinitt mercye of Almightye god, meekly acknowledginge both by originall corruption and by my many actuall transgressions (in his Justice) damnation to be my due, yet assuredly beleevinge by taking hold with ye hand of faith upon the gracious promises of our mercifull father to all repentant sinners in his holy writt delivered, And upon the merrittes bitter death, and earnest mediation of our sweet saviour Christ Jesus, That I am one of the elect before all worldes, ffor the holy and blessed spirit doth assure my spirit, That I am freed from all my infinite sinnes, and transgressions and the punishment thereunto due, And so being justified by the merciful Imputation of Christes righteousness, rest assured to bee glorified both in soule and bodye. <sup>71</sup>

After the Religious Preamble, it was usual for the testator to dive into what was foremost on his mind. Testators often began the will proper with instructions for their own burial, something not touched upon in the Stratford Will.<sup>72</sup> Thereafter, testators generally turned their attention to their real estate holdings, which in turn often overlapped with the provisions for their surviving spouse if they had one.

An example is found in the will of a gentleman of Romford who with classic simplicity took only a sentence to devise "To my wife my lands and goods for life."<sup>73</sup> Some testators could get caught up in a maze of minutia, and provisions for the spouse could be quite elaborate. A gentleman of Wisdens began: "To Audrey my wife 6 silver spoons, a silver salt and such bedsteads, bedding, linen, brass, pewter, cobirons, spits, and irons, dripping pans, trivets, pothangers, coffers, cupboards, presses, tables, stools, forms and household stuffe....." along with "a saw, a mattock, a shod shovel, a spade, a grinding stone, a plough, a coulter, an axe, a pitchfork.....my best black mare, 6 kine, 10 sheep....half my hogs, poultry, tubs, barrels, trays and cheese motes, my malt mill, the weights and scales" .....you get the picture. Poor Audrey. What a micro-manager her husband must have been.<sup>74</sup> In

providing for the surviving spouse, most testators fall somewhere in between these two extremes.

If the first-off-the-top theory holds, then what was foremost on the mind of William Shackspere was his daughter Judith, and he launches into a fairly complex arrangement for her support that takes up most of the first page. His concern is supported by the facts. Her marriage to Thomas Quiney took place on February 10, 1616 between the first draft of his will in January and its finalization in March. It appears that many of the alterations reflect the changes in Judith's situation after her marriage was a *fait accompli* and unpleasant circumstances came to light. By March, Judith's husband had been brought up on charges that he had impregnated another woman who died in childbirth, and they were both excommunicated for marrying during the Lenten Season. Thus, the consensus of orthodoxy that these changes were a sign of disapproval or distrust of his new son-in-law seems to be well taken.

But there is more to be gleaned from these bequests. Of the £350 to be distributed by his executors, £300 was to go to Judith if she was living at specified times, with residuary legatees listed in the event of her death. Clearly Judith was to get the lion's share of the money, with the object to provide for her maintenance while keeping the money out of the hands of her new husband – who peculiarly *is not named*.<sup>75</sup>

Another curiosity is to be found in the financial terminology. The lump sums are called “stock,” and before Judith receives these pay-outs she is to get what is termed “consideration” according to a rate of “two shillings in the pound.” In short, this is 10% interest. Mr. Shackspere's fixation on the details of principal and interest and its dispersal to Judith are noteworthy. That he was a money lender should not be doubted.<sup>76, 77</sup>

Ultimately, the “stock” will go to Judith's husband once he has settled upon her lands of equivalent value – which brings in another peculiarity observed by Samuel Tannenbaum and E.K. Chambers: the will is ambiguous on the amount that her husband must match in lands. Is it to be the £100 marriage “portion” interlined at the beginning of the will, or the L300 cash bequest in full?<sup>78, 79</sup>

Last it should be noted that the bequest of £50 had some strings attached to it. In order to receive this amount, Judith was required to surrender “all her estate and right” in the copyhold manor of Rowington to her older sister. This begs the question of just how Judith came to have

“rights” to the Rowington house in the first place. But it is a shrewd move on the part of Mr. Shackspeare to keep the property out of the reach of Judith’s potentially wastrel husband, and the complexities of these arrangements indicate, if nothing else, that he possessed testamentary capacity.<sup>80</sup>

Next, he gives his permission to his sister and her family to continue living in one of his houses, and sets the rent at the nominal amount of 12 pence annually. Scholars believe that the Harts were living in the house on Henley Street, now the Birthplace, and though I have no reason to disagree with this, no home is identified in the will, which only reads “the house and the appurtenances in Stratford wherein she dwelleth.” He bequeaths £20 to his sister as well as all his clothes, and this is also reasonable as she has three sons. Next, he gives monetary gifts of L5 to each of her boys, one of whose names he cannot remember – so much for the “perfect memory.”

After giving his plate to his granddaughter, there is a hodge-podge of four bequests in one item: the aforementioned £10 to the poor, the sword to Thomas Combe, and monetary gifts to his overseers Thomas Russell and Francis Collins. This is followed by the Ring Paragraph. This messy paragraph contains eight bequests: rings to two Stratford friends, three monetary gifts with no specified purpose, and of course the curious interlineation of the money to his “fellows” Heminge, Burbage and Condell to purchase rings. With the exception of the 20 shillings to his godson, the other bequests are all for 26s and 8d.

Rings were popular gifts and testators often bequeathed their own. But when money was allocated for the purchase of rings, as it is in the Stratford Will, instructions were usually included for the type of ring to be purchased or for an inscription to be engraved on it. Mr. Shakespere’s bequest of rings is entered with no comment. As for the interlineation to the actors, it should be noted that they are the only legatees in the will who are outside of the testator’s immediate family and his close circle of friends in Stratford-on-Avon. It should also be noted that this line is so jammed between the original lines that the scrivener could barely fit it in. This bequest is curious enough to warrant a close study of the handwriting and the ink, but that is of course beyond the scope of this paper as well as beyond the pale for doting orthodoxy.

It has taken the testator a while to get around to devising his most valuable property: his real estate. Having already pressured Judith to surrender her “rights” to the manor of Rowington to her older sister, he now

devises his remaining four residences and land in and around Stratford also to Susanna. Although Mr. Shackspeare cannot necessarily be faulted for this, many gentry and yeoman often devised property more equitably when two or more heirs were involved.<sup>81</sup> For example, a gentleman of Shelley split up his property giving a manor home to each of his 5 sons.<sup>82</sup>

As this part of the will deals with the real estate, it would have been a logical place for Mr. Shackspeare to address which house in Stratford would be set aside for his wife for the duration of her life. Though he had already reserved one of the homes for his sister's family, we know of course that he made no such provisions for Anne, much to the consternation of his future admirers. Instead, his thoughts turned to Susanna, and the next twelve lines are devoted to a monotonous recital plodding through seven "heirs male of her body lawfully issuing."

In the spring of 1616, Susanna was 32 years old, and her only child, Elizabeth Hall, was eight. With her biological clock ticking, the prospect of the desired male heir or heirs was becoming less of a physiological possibility. It begs the question: Where in the world are these seven "heirs male" supposed to come from? It is a strange litany to find in a will when all of the heirs thus enumerated are yet to be born. The closest comparison I can find is in the will of Richard Bower, a theatrical manager, who has a similar clause reiterated through five heirs, but in his case, all of these children are living.<sup>83</sup> It takes six more lines for Mr. Shackspeare to direct "the premises," on "default of such issue," to the heirs of his granddaughter and lastly to the heirs of Judith, thus a total of 18 lines focusing on the delicate matter of his succession. When one considers that the oft-quoted bequest of the rings to his fellow actors was crammed in between the lines just above this, it seems strange that "Shakespeare," noted for his literary compression, did not make better use of the available space.

Be that as it may, the thought of future generations of his family might have been what brought his wife to mind, for here is where we find the single bequest to her that has been so derided over the centuries: "Item I give unto my wife my second best bed with the furniture." With the will coming to a merciful close, this bequest has been interlined in the nick of time. It is clearly an afterthought. After this, all that is left is the residual phrase with the "household stuff," previously discussed, and the obligatory legalese in which his executors and overseers are appointed and instructed to pay his debts, legacies, and funeral expenses.

It is, of course, the “second best bed” that must be examined more closely. Laboring in “Shakespeare’s” defense, orthodox scholars struggle to find a rationale that makes this bequest more palatable. The one most often used is that “Shakespeare” understood that the common law “dower rights” would take over and his widow would be entitled to a third of his property. Therefore, no special provisions for her maintenance would be required. Everything would just fall into place for her.<sup>84</sup> This assumption on the part of posterity is not borne out by the wills of other testators of the time who provided for the surviving spouse, often, as we have already seen, in great detail.<sup>85</sup> Also, as noted earlier in this paper, Mr. Shackspeare did not even follow the normal pattern making Anne the residual legatee in the bequest of the “household stuffe.”

A worse problem, though, is that the common law practice of the “widow’s thirds” was not necessarily in effect in Warwickshire where what is known as “the custom of the manor” may have prevailed.<sup>86, 87</sup> According to experts in the property laws of early modern England, by the beginning of the 17<sup>th</sup> century the “common law thirds” was followed only in London, in Wales and in the county of York; it appears to have been losing ground in the rest of England during the preceding century.<sup>88</sup> For reasons unknown, legal historians profess ignorance of exactly what prevailed in the county of Warwickshire in the legal tug-of-war between the widow’s thirds – which gave more protection to the wife’s interests -- or the custom of the manner -- which allowed the testator greater latitude to devise and bequeath his real estate and goods more to his own liking.<sup>89</sup>

Nevertheless, with or without the common law, some element of common sense might be applied, and an important function of a will is to remove the causes of potential disputes among the heirs after the testator’s death.<sup>90</sup> Without the specific reservation of property for her maintenance, Mrs. Shackspere would *have had to litigate* to “claim dower” and thereby discover exactly what her “widow’s thirds” might be.<sup>91</sup> In any event, using the courts as a back-stop was not a considerate thing for a testator to do.<sup>92</sup> Now it might have been that this smorgasbord of evolving laws and customs was as opaque to testators then as it is to historians now, but this is all the more reason for the testator to make reasonable provisions for his wife who was, as a practical matter, primarily dependent upon his kindness.<sup>93, 94</sup>

That it was Mr. Shackspeare’s intent to eliminate his wife from an inheritance is amplified with the bequest of the second best bed. It seems

that a small bequest such as this could have wiped out whatever dower rights a surviving spouse might have had in her husband's estate, if indeed dower rights were still functioning in Warwickshire to some degree. Although the debate on the ramifications of a small bequest on property rights is on-going among legal historians, a very real possibility exists that with the bequest of the second best bed combined with the failure to provide anything else for his wife, Mr. Shackspeare effectively and coldly disinherited Mrs. Shackspeare.<sup>95,</sup>

<sup>96</sup>

There is more to support this troubling conclusion. Mr. Shackspeare did not appoint Anne his executrix, though the appointment of the surviving spouse as executrix was the common practice in wills of the era.<sup>97</sup> This oversight might indicate either a lack of capacity on her part, or a great estrangement between them. If the former is the case, then his lack of provision for the necessities of her life is even more disturbing. Scholars invariably choose the latter explanation, and close their eyes to the fact that the custom of the widow as executrix was so wide-spread as to indicate that it was a standardized practice and had little or nothing to do with affinity.<sup>98</sup> Also, as a fall-back position, she could have been made a co-executor with one of the daughters, and co-executorships were also commonplace.<sup>99</sup>

That Mr. Shackspeare did not make his wife his executrix is perplexing, but that he did not refer to her by name is amazing. In addition, he neglects the usual terms of endearment – such as “my loving wife” and “my well beloved wife.” Of course the orthodox response would again be to treat this as a sign of estrangement between them, but this language is so ubiquitous in wills of the time that it is clearly a formality and does not necessarily reflect the testator's true feelings. The other women in his immediate family are called by name: Susanna, 5 times; Judith, 5 times; granddaughter Elizabeth, 3 times; and sister Joan, 3 times.<sup>100</sup>

Thus five things indicate that Mr. Shackspeare, by deliberate intent, wrote his wife out of his will. Most important is his failure to provide the ways and means for her existence. Next is the disparagement of the small bequest of the second best bed followed by his failure to name her as the residual legatee, his failure to appoint her his executrix, and his neglect to even address her by name.

Switching gears now to an overview of the Stratford Will, it strikes one that it is such a mess.<sup>101 102</sup> Not only is it chocked full of corrections, cancellations and interlineations, but it is all thrown together without

punctuation or paragraphs.<sup>103</sup> It even ends on a sour note: the preparer had originally written that the testator would put his “seal” to it, indicating that a signature was not expected. The word “seal” was crossed out and altered to “hand” in the later draft.<sup>104</sup>

The difficulties in the Stratford Will are apparent enough for the 20<sup>th</sup> century authority E. K. Chambers to admit that it has some “odd features.”<sup>105</sup>

The writing at the foot of sheet 1 is cramped and comes very near the bottom margin. That at the top of sheet 2 begins with two lines written higher up than one would expect from a comparison with the other sheets. And these are followed by a cancelled passage, with which they can never have had any sense-connection. This passage must originally have been the conclusion of something other than what now precedes it.

Chambers description of the disparity between pages one and two is right on target. To explain these irregularities, he continues with this hypothesis:

In January of 1616, Shakespeare gave instructions for a will. Collins prepared a complete draft... it was not then executed. But on March 25, 1616, Shakespeare sent for Collins. The changes he desired in the opening provisions were so substantial that it was thought best to prepare a new sheet 1”..... In re-drafting page 1, the “clerk made, and afterwards corrected, the slip of transcribing ‘January’ from the old draft.” The new provisions “proved so much longer than those which they replaced, so as to crowd the writing [at the bottom of the page] and necessitate the carrying of two lines on to the old sheet 2, where they were inserted before a cancelled passage.”<sup>106, 107</sup>

In his *Documentary Life*, Samuel Schoenbaum concurs with Chambers’ proposal of the first page re-copy.<sup>108</sup> Yet one problem with Chambers explanation is that it does not account for the anomaly of the different inks. Apparently the first page is written in a darker ink, and we are told that *all* of the corrections and additions on *all* three pages are in the darker ink. Handwriting authorities believe that all the emendations are in the same hand.<sup>109</sup>

The oddities and deficiencies of the Stratford Will have been defended on the grounds that the testator was ill; thus, posterity should cut him some slack. Schoenbaum writes that “Collins never got round to having a fair copy of the will made, probably because of haste occasioned by the seriousness of the testator’s condition.”<sup>110</sup> But several more things should be taken into consideration in forming an opinion as to the meaning of it all.

First, there is the long clause about the seven sons which might indicate that the testator was losing his grip on reality. As previously noted, the prospect of Susanna having more children at all, much less seven sons, was becoming more distant with each passing year.

Next, the lines that have been crossed out at the top of page two are suspicious. This is what was written initially: “to be sett out for her within *one Year* after my decease by my executors with the advise and direccions of my overseers for her best proffitt *until her marriage* and then *the same* with the *increase thereof* to be paid unto her.”

The testator does not seem to be anticipating an imminent marriage for Judith. He is providing for his younger daughter’s maintenance for an unknown interval of time. The money is to be set up for her within one year of his death and then “the increase thereof” will accrue from that point – and this will take time. “The same” refers to the principal, directly conflicting with the instructions on the first page in which the prime objective is to keep the principal *out* of her hands for fear it would go to her husband as she was “covert baron.”

Last of all, the difficulties presented by the darker and lighter inks cannot be so easily overcome by Chambers’ theory that the first page was re-copied from the draft dictated in January. This is a crucial point. One authority notes that “it seems highly unlikely that the scrivener would mistake the month of March for January.”<sup>111</sup> Indeed, it does not make sense for the scrivener to reiterate an incorrect date and then correct it. The next mistake occurs in the sentence “I give and bequeath unto my *sonne-in-L*,” with the words “*sonne-in-L*” crossed out and immediately followed with “daughter Judith.” Whatever the testator had in mind when he dictated the words “*sonne-in-L*” is far removed from what follows next as he focuses on Judith; hence, “*sonne-in-L*” is stricken out. This is a false start. Why would it be repeated in a re-copy? Especially when the many changes that warranted the re-copy put space at a premium? Additional “mistakes” and “corrections” on the first page give it a look of painful authenticity.

To account for these oddities, I propose that the scrivener was using the darker ink in *both* January and March.<sup>112</sup> Not to be overlooked is the curious fact that the signature of Francis Collins at the end of the will is in the *lighter* ink of pages 2 and 3, but the remaining witnesses are in the *darker* ink.<sup>113</sup>

With due respect to E.K. Chambers, I suggest another hypothesis that could account for all of these anomalies. I propose that the will as it exists today is a revision of a will that originated *prior* to January of 1616 when Judith's marriage was not yet on the horizon and Susanna had more childbearing years ahead of her. I propose that page one can be taken at face value, initiated in January and finalized in March; pages two and three were taken from an earlier will still on file at Collins office and *updated* in the January to March time frame to fit the testator's circumstances in 1616.

Anomalies in the paper further support this proposal. Samuel Tannenbaum acknowledges that each page of paper is of a different "make." The watermarks on pages 1 and 2 are different, and page 3 has no watermark at all. The sheets are of different sizes, close but not exact. Curiously, only page 2 bears the Arabic numeral "2."<sup>114</sup> Along with the different inks, the dissimilar batches of paper suggest a time-line considerably more disjunct than merely a will begun in January and corrected in March of 1616.

Actually, Chambers is not completely off base about the first page re-copy. I propose that the intent in January of 1616 was to update all three pages of an earlier will, but, as Chambers thought, the changes on page one proved too extensive in light of Judith's upcoming marriage, thus a new page one was drafted in January and further corrected in March along with the corrections on pages two and three. This suggestion is consistent with Collins signature in the lighter ink of the earlier time frame. More witnesses were called in when the will was finalized in March of 1616, and they signed (or the scrivener signed on their behalf) in the dark ink.<sup>115</sup>

Following this line of thought that pages two and three come from an earlier document, the devising of the Blackfriars Gatehouse on page two indicates that 1613 was the earliest time frame in which page 2 could have been written. A date three years earlier correlates better with Susanna's childbearing years and Judith's single status.

But why should this matter? It would not invalidate the will. An example of a will that was extensively revised is that of William Cecil, Lord Burghley himself, who made numerous emendations between first drawing

up his will in 1579 and his death 19 years later in 1598.<sup>116</sup> However, when the Stratford Will is considered in light of an earlier date for pages 2 and 3, it becomes *exponentially* more difficult to reconcile it with the official story. Compassion for a dying man can cover a world of sins, but if this is the will of a man who is still whole and hearty, still around and about London, still buying property and still – allegedly – writing plays, then the incongruities that arise from an earlier date of pages 2 and 3 are devastating. For example, how strange it is that the face-saving bequest of rings to his fellow actors appears in an interlineation on page 2 -- a peculiar afterthought in 1616, but an outrageous oversight if the testator was still part of the theater scene in London in 1613! Also, it is odd that this change, as well as the others, were not added as a codicil in either January or March of 1616, as there was plenty of room left at the bottom of page three to amend the will in this manner.<sup>117</sup>

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In conclusion, nothing in this document indicates that the testator led a cultured life or even possessed a cultivated intellect. There are no books, papers, writings, manuscripts, musical instruments, art, tapestries, maps, shares in a theatrical company, theatrical attire or memorabilia. He did not provide for the education of his heirs – or for anyone else. His failure to provide for the maintenance of his unnamed surviving spouse is more deplorable than the bequest of his second best bed. There is nothing suggestive of civic pride such as bequests to schools, colleges, almshouses, hospitals, and churches, nor did he think to give to civic projects such as the repair of roads and bridges. Such bequests as these are missing despite the fact that he had accumulated a sizeable estate with 5 homes and had considerable income from additional property.

The language is clumsy, riddled with ambiguities and oversights which could open the door for disputes among his heirs. Incongruities abound. Nearly a page of the will is devoted to the monetary bequests to his younger daughter Judith. He states that she is to be paid 10% interest, yet it is unclear what value of land is to be settled on her at her marriage. His sister is to pay an annual rent of 12 pence for a house, yet it is unclear which house he has reserved for her family.

The original language at the top of page two does not connect to page one, and the different inks used on these unmatched pages open up the possibility that this will was a revision of a will written as much as three years earlier – with the first page copied out again. This is a chilling prospect

for orthodoxy as it makes the deficiencies in the will all the more difficult to explain away.

All this notwithstanding, I leave you with one last thought from the monumental treatise on wills by Henry Swinburne. Published in 1590, his book ends with the statement that even when all the legalities are observed and formal language properly in place, still “it’s the mind, not the words, that giveth life to the testament.” As we read through this dull, wretched document, the last words of William Shackspeare of Stratford-on-Avon, we are left with the inescapable conclusion that the mind that gave life to the greatest literary works in the English language is a mind *not* to be found here.<sup>119</sup>

### Endnotes

- <sup>1</sup> Schoenbaum, Samuel. *A Documentary Life*. New York: Oxford University Press, 1975. 242. A marked amount of confusion exists about the “finding” of the will. Schoenbaum persists in setting out: “The copy mentioned by Vertue is very likely the one independently discovered by the Revd Joseph Greene in Stratford a decade later. His transcript, with a covering letter (dated 17 September 1747) to the Hon. James West, is in the British Library (MS Lansdowne 721, ff.2-6). The copy found by Greene, which belongs to the first half of the seventeenth century and which was probably made after Dr. Hall’s death in 1635, is now in the Shakespeare Birthplace Trust records Office.” Schoenbaum then directs the reader to the article by Levi Fox, “An Early copy of Shakespeare’s Will,” *Shakespeare Survey* 4 (Cambridge, 1951, 69-77.)
- <sup>2</sup> Honigmann, E. A. J., and Brock, Susan. *Playhouse Wills 1558-1642 An Edition of wills by Shakespeare and his contemporaries in the London Theatre*. Great Britain: Manchester University Press, 1993. 108--109. Honigmann and Brock concur with the Vertue discovery date of 1737, but do not clarify the question as to whether the document was the one now considered to be the “original” (and the transcript of which is published in their book) or the one called the “Birthplace Copy.” It is

noted therein that a transcript was printed in the posthumous edition of Lewis Theobald's *Works of Shakespeare*, 3<sup>rd</sup> ed, 8 vols, London, 1752.

<sup>3</sup> Nicoll, Allardyce, editor. *Shakespeare Survey 5 An Annual survey of Shakespeare Study and Production*. "New Place: The Only Representation of Shakespeare's House, from an Unpublished Manuscript by Frank Simpson." UK: Cambridge University Press, 1952. The reference to Shakespeare's will on page 56 deserves comment. Though Vertue was a respected antiquarian of the era, there are several mistakes in his information. It appears that he believes that Shakespeare's sister's name was "Elizabeth;" it was Joan. Lady Barnard was his granddaughter, not his great-granddaughter. He is credited with ownership of the Maiden Head and Swan Inns, presumably in Stratford. This property is not accounted for in his will or in any conveyance documents of the time; thus the basis of Vertue's confusion is unknown. Of more immediate interest to this study is the provenance of the copy: "a Copy of the original in poses (sic) of this/ Man [Shakespeare Hart] and may be seen in Doctor's Commons from whence they had it."

<sup>4</sup> Schoenbaum, 242.

<sup>5</sup> Tannenbaum, Samuel A. *Problems in Shakespeare's Penmanship*. New York: Kraus Reprint Company, 1966, 69.

<sup>6</sup> Rogers, Joyce. *The Second Best Bed Shakespeare's Will in a New Light*. United States: Greenwood Press, 1993, 14-15.

<sup>7</sup> Schoenbaum, 242 The earliest published transcript appeared in the posthumous third edition of Lewis Theobald's *Works of Shakespeare* (1752). According to Schoenbaum, "others have supposed that the original will was first printed in *Biographia Britannica* in 1763."

<sup>8</sup> Halliwell, J. O. *Shakespeare's Will Copied from the Original in the Prerogative Court*. London: John Russell Smith, 1851. Reprinted from an original in the Folger Shakespeare Library. USA: AMS Press, 1974. Preface page iii.

<sup>9</sup> Halliwell, Preface pages iii, iv. The original copyist was a Mr. T. Rodd, whose "tolerably accurate transcript" was reviewed and corrected by Halliwell.

<sup>10</sup> Honigmann, 8-9. Honigmann recognizes that Shakespeare's will "stands out as *different*," (italics mine) a nice way of making allowances for it. A discussion of these "differences" is one of the purposes of this study.

<sup>11</sup> These include facile secretary, set secretary, hybrid secretary, engrossing

secretary, rapid secretary, and fluent secretary, all with additional use of italics, abbreviations, and otiose superscript.

- <sup>12</sup> Rogers, 71.
- <sup>13</sup> Rogers. Focusing on the phrase the “second best bed,” Rogers attempts to glamorize this “notorious bequest” by conflating it with ecclesiastical laws, traditions and terminology.
- <sup>14</sup> Rogers, 15-16. Eccles insists that Collins penned the will. As reported in Schoenbaum’s *Documentary Life*, N. E. Nash finds it “differs considerably from specimens of Collins’ hand in other documents.”
- <sup>15</sup> Honigmann and Brock, 18.
- <sup>16</sup> Alsop, J.D. “Religious Preambles in Early Modern English Wills as Formulae.” *Journal of Ecclesiastical History*, Volume 40, No 1, January, 1989. 19-27. An example of a testator in dire circumstances is Edmund Winstanley, a gentleman of Lancashire. Winstanley died the day after his will was prepared, and as the will was subsequently contested, there is testimony extant from the scrivener concerning the preparation of the will. It was deemed clear that despite the “somewhat confused behavior of the testator,” he was nonetheless “in control of the procedure.”
- <sup>17</sup> Chambers, Sir E.K. *William Shakespeare A study of Facts and Problems*. Vol II. Oxford: Clarendon Press, 1930, 178.
- <sup>18</sup> Halliwell-Phillips, James. *Life*, Volume II, 244. As quoted in Rogers, 10.
- <sup>19</sup> Rogers, xv.
- <sup>20</sup> Ogburn, Charlton. *The Mysterious William Shakespeare The Myth and the Reality*. New York: Dodd, Meade & Company, 1984. 296.
- <sup>21</sup> Spufford, Margaret. *Contrasting Communities English Villagers in the Sixteenth and Seventeenth Centuries*. Great Britain: Cambridge University Press, 1974, 320-334. In the chapter “Wills and Their Writers,” the scribes under discussion are predominantly ordinary citizens, though Spufford notes that village scribes could “range from the lord or lessee of the manor to the vicar, curate, church clerk or churchwarden to the schoolmaster, a shopkeeper, or any one of the literate yeoman or even husbandmen in a village who could be called in to perform this last neighborly office for a dying man” (333).
- <sup>22</sup> Honigmann and Brock, 19.
- <sup>23</sup> Alsop, 20. “It appears that a large number of wills in early modern England were written by professional notaries, scribes, clergy, family, friends

- and neighbours for both literate and non-literate testators.”
- <sup>24</sup> Greer, Germaine. *Shakespeare's Wife*. New York: HarperCollins Publishers, 2007, 315.
- <sup>25</sup> Fox, Robin. “Shakespeare's Education? The Grammar School Reconsidered.” Unpublished paper delivered at SOS/SF conference, White Plains, NY, 2008, 7.
- <sup>26</sup> Du Maurier, Daphne. *The Winding Stair Francis Bacon, His Rise and Fall*. New York: Doubleday & Company, 1977. 198. In his will, Bacon instructs his executors “to take into their hands all of my papers whatsoever, which are either in cabinets, boxes or presses and then to seal up until they may at their leisure peruse them.”
- <sup>27</sup> Price, Diana. *Shakespeare's Unorthodox Biography*. Connecticut: Greenwood Press, 2001, 146-147.
- <sup>28</sup> Vaisey, D.G. “Probate inventories and Provincial Retailers.” 97. *Probate Records and the Local Community*. Phillip Riden, editor. Gloucester: Alan Sutton, 1985.
- <sup>29</sup> Emmison, F. G. *Elizabethan Life: Wills of Essex Gentry and Yeomen*. Chelmsford: Essex County Council, 1980, 144-145, 90.
- <sup>30</sup> Emmison, F. G. *Elizabethan Life: Wills of Essex Gentry and Merchants*. Chelmsford: Essex County Council, 1978. 50, 51, 73, 282, 285.
- <sup>31</sup> Emmison, 95.
- <sup>32</sup> Trussler, Simon. *Will's Will The Last Wishes of William Shakespeare*. United Kingdom: The National Archives, 2007, 12-13.
- <sup>33</sup> Chambers, E.K. *William Shakespeare A Study of Facts and Problems. Volume II*. Oxford: Clarendon Press, 1930. Chambers picks up on this as an inconsistency on page 176.
- <sup>34</sup> Emmison, 1980, 105-106.
- <sup>35</sup> Wells, Stanley. *The Stage*. The article can be accessed under “Contrary Views” on the Shakespeare Authorship Coalition website: <http://www.doubyaboutwill.org/debate>
- <sup>36</sup> Chambers, II, 178-179.
- <sup>37</sup> Arkell, Tom, Nesta Evans, Nigel Goose. *When Death Do Us Part Understanding and Interpreting the Probate Records of Early Modern England*. Oxford: Leopard's Head Press Limited, 2000. 103-104. In the chapter on probate accounts, Any Erickson notes that “at most only 1/3 of the population made a will,” and this corresponds with modern time.

- <sup>38</sup> Arkell, Tom, Nesta Evans, Nigel Goose. *When Death Do Us Part Understanding and Interpreting the Probate Records of Early Modern England*. Oxford: Leopard's Head Press Limited, 2000, 94.
- <sup>39</sup> Emmison, viii.
- <sup>40</sup> An additional observation on the subject of inventories: the abbreviation "Inv ex" (standing for "inventory exhibition") is found at the bottom right of the last page of the Stratford Will. This indicates that an inventory was produced at probate. According to Dr. Erickson, an inventory was required for any estate with a value exceeding L5, and the estate of Mr. Shackspere is conservatively estimated at a much greater value. Thus it is reasonable to assume that an inventory was produced at probate. Strangely, though, *no valuation* seems to have survived in the records of the Probate Court. By contrast, the records of the valuations of the remaining goods of the actor Robert Armin, the playwright Samuel Rowley, and even Ben Jonson have survived, the latter having left the nominal estate of L8 8s 10d. (Honigmann, 97, 139, 234.)
- <sup>41</sup> Erickson, Amy Louise, *Women and Property in Early Modern England*. London: Routledge, 1993. 15.
- <sup>42</sup> Elson, Louis C. *Shakespeare in Music*. New York: Ams Press, 1971. Reprinted from the edition of 1901, Boston, 28.
- <sup>43</sup> Honigmann and Brock, 73.
- <sup>44</sup> Arkell, Tom, Nesta Evans, Nigel Goose. *When Death Do Us Part Understanding and Interpreting the Probate Records of Early Modern England*. Oxford: Leopard's Head Press Limited, 2000, 94.
- <sup>45</sup> Chambers, 52-71. Chambers acknowledges that no shares of the Globe or the Blackfriars are mentioned in the Stratford Will and gives several theories to account for the lack of a paper trail. He discusses the litigation pursuant to the disposition of these shares by others with theatrical connections, and notes the substantial value of these shares which included an interest in the profits of the company as well as the capital value of the properties, apparel, and books.
- <sup>46</sup> Honigmann and Brock, 200. Sir John Astley (who is identified as a gentleman) itemized in his will his "great Mappe of all my lands" and also "my book of Ortelius his mapps and my booke of postures for the warres sent mee out of the low cuntreys...."
- <sup>47</sup> Emmison, 1980, 93-94. The testator was Thomas Collen who died in June,

- 1584.
- <sup>48</sup> Emmison, 1978, 184-185.
- <sup>49</sup> Honigmann and Brock, 134-135. Price, 147.
- <sup>50</sup> Emmison, 1978, 315-316.
- <sup>51</sup> Emmison, 1980, 93-94. This was Margaret Rampston who died in October of 1590.
- <sup>52</sup> Emmison, 1980, 124-125. This is found in the highly detailed will of Henry Foote who died in March, 1595. His wife is to have her “choice of the best copyhold for life.” Also she is given specific permission to “lop, fell or take any timber or trees on the copyhold only for necessary housebote, firebote, gatebote, ploughbote, stilebote, hedgebote and stakebote....”
- <sup>53</sup> Emmison, 1978, 112. Thomas Mildmay’s carefully thought-out will provides generously for the education and maintenance of his children, as well as extensive philanthropic bequests.
- <sup>54</sup> Emmison, 1978, 308. In addition, Edmund Sherman desired that “one poor child” be “freely” taught as a result of this bequest to the school.
- <sup>55</sup> Honigmann, 150-154.
- <sup>56</sup> Dr. Fox goes on to say in his paper presented at the SOS/SF Conference in White Plains, NY that this trend resulted in “a list of schools endowed by tailors, brewers, mercers, drapers, skimmers, and goldsmiths....one of the most famous being the Merchant Tailors founded in 1560.”
- <sup>57</sup> Emmison, 1978, 45
- <sup>58</sup> Emmison, 1980, 132.
- <sup>59</sup> Emmison, 1980. 46, 48, 60, 62, 73, 84.
- <sup>60</sup> Honigmann, 134. Emmison, 1980. 38, 46, 87. 105.
- <sup>61</sup> Arkell, 24. Although the absence of bequests in these areas did not invalidate the will, most testators cover all four of them. The remaining 3 “obligations” were payment of debts, providing for their surviving spouse, and the support of their children until marriage.
- <sup>62</sup> Emmison, 1980, 122-123. This remarkable series of charitable bequests is found in the will of George Derrington who died in 1574.
- <sup>63</sup> Arkell, 50-51. In the chapter on “Wills as an Historical Source,” Nigel Goose and Nesta Evans in turn reference a monumental study by W.K. Jordan, *Philanthropy in England*. (London, 1959).
- <sup>64</sup> Goose and Evans, quoting W. K. Jordan. 50.
- <sup>65</sup> Houlbrooke, Ralph. *Death, Religion & the Family in England 1480-1750*.

Oxford: Clarendon Press, 1998, 123. This is the “pattern of the formulary” for religious preambles as presented in William West’s *Symbolaeographia*.

<sup>66</sup> Schoenbaum, 246. Schoenbaum considerably provides the passage almost in full, and footnotes it to page 643 of West’s book. However, in a curious sentence, he does his best to divert attention from the startling fact that the Bard did not leave the world with an original statement by faith: “To find here a confession of personal faith is to consider the matter too curiously.”

<sup>67</sup> Lewis, B. Roland. *The Shakespeare Documents. Vol II.* California: Stanford University Press, 1940, 482 It seems that Lewis is the first authority to report this information, noting that “One would think that William Shakespeare virtually copied his *Notificatio* and its exordium from William West’s *Simboleographie* (1605), a volume of typical legal forms widely used in his day.” Lewis continues with helpful accounts of religious preambles sampled from other wills.

<sup>68</sup> In regard to the state of the testator’s health, most follow West’s formula verbatim, adhering to the phrase “sick in body.” The only divergence from the formula in the Stratford Will is the testator’s avowal to “perfect health.”

<sup>69</sup> Honigmann and Brock, 134.

<sup>70</sup> Edward Pudsey is an historical person of interest. Identified by Honigmann simply as a “play-goer,” he kept notebooks that contain extended passages of many plays of the era, including most notably Shakespeare’s *Othello*.

<sup>71</sup> Honigmann and Brock, 92.

<sup>72</sup> Houlebrooke, 124-125. It was more in keeping with the Post-Reformation religious preambles to omit instructions for the place of burial, as the destination of the soul was all that mattered. “Complicated feelings aroused by mortal remains” was considered to have been associated with Catholic rites.

<sup>73</sup> Emmison, 1980, 29. Will of John Carewe, gentleman.

<sup>74</sup> Emmison, 1980, 30. Will of John Cartmell, gentleman.

<sup>75</sup> Honigmann and Brock, 134. Mr. Shackspere was not alone in his concern over a potentially wastrel son-in-law. Another striking similarity between the Stratford Will and the will of Jacob Meade is the bequest of a cash sum to his daughter with only the interest to be paid to her

while her husband is alive.

<sup>76</sup> It appears that 10% interest was an established rate in both the public and private sector. P.M. Handover writes in *The Second Cecil The Rise to Power* (Great Britain: Eyre & Spottiswoode, 1939) that in government transactions, the interest rate of 10% was considered “normal though ruinous.” 64.

<sup>77</sup> The word “consideration” used in a financial context as terminology for “interest” on principal does not appear in the Shakespeare Canon, nor is the word “stock” used as a term for “principal.” A check in Spevack’s *The Harvard Concordance to Shakespeare* shows that “consideration” appears in the Canon 8 times, and is clearly meant to indicate reflection or judgment, as in *Henry V*, I.i. 28: “Yea, at that very moment/ *Consideration* like an angel came/ and whipt th’offending Adam out of him.” The word appears in other variants a total of 79 times, and none of these carry a connotation of interest on money. Likewise, the word “stock” does not occur anywhere in the Canon in a financial context. The word appears 26 times, occasionally as a shortened form for “stockings,” but more often as an indicator of quality descent, as in *Henry V*, I ii, 70-71: “Of Charles the Duke of Lorraine, sole heir make / Of the true line and *stock* of Charles the Great.” In other variants, “stockings” are always socks, and “stocks” a holding contraption into which someone is placed for punishment.

<sup>78</sup> Tannenbaum, Samuel A. *Problems in Shakespere’s Penmanship Including a Study of the Poet’s Will*. New York: The Century Company, 1927. 98-103.

<sup>79</sup> Chambers, 178.

<sup>80</sup> Tannenbaum, 98-102. Noting that “the matter might have proved a source of expensive litigation,” Tannenbaum provides a detailed analysis of vague and ambiguous “Judith Page,” and criticizes many earlier scholars for their various misinterpretations.

<sup>81</sup> Erickson, Amy Louise. *Women and Property in Early Modern England*. London and New York: Routledge, 1993. 68-78. In the chapter “The Overall Distribution of Property,” Dr. Erickson discusses the changes that occurred as the practice of a more equitable distribution of property evolved among testators. She concludes: “The allocation of parental wealth among offspring among the majority of the population was made upon a basis of remarkable equality” (78).

- <sup>82</sup> Emmison, 1980, 44-45.
- <sup>83</sup> Honigmann and Brock, 41-42.
- <sup>84</sup> Chambers, II, 176. Chambers notes that “Mrs. Shakespeare would have been entitled by common law to her dower of a life interest in one-third of any of the testator’s heritable estates on which dower had not, as in the case of the Blackfriars property, been legally barred; and to residence in his principal house. Chambers references Challis, 345.
- <sup>85</sup> Emmison, 1980. 90-91. John Brette, a yeoman of Broomfield, is another example of a testator who carefully considered his wife’s future living accommodations, stating his wish that “my wife shall have free egress and regress to come to the fire in the hall to dress her meat and into the kitchen to brew her drink, bake her bread and wash, and she shall keep some poultry and 2 hogs.”
- <sup>86</sup> Cox, Jeff and Nancy. “Probate 1500-1800: A System in Transition.” Tom Arkell, et.al. *When Death Do Us Part*. Great Britain: Leopard’s Head Press, 2000, 22-24.
- <sup>87</sup> Honigmann, 14-15. Honigmann provides a concise overview of the decline of the feudal custom of the widow’s dower rights, while noting that the orthodox Shakespearean authority B. Roland Lewis “argues persuasively” against it, i.e. that the dower thirds was still observed. Obviously, this tricky historical legal question has been picked up by literary scholars with the intent to keep the rationale in place that “Shakespeare” would have “understood” that his wife would be taken care of by law. However, Honigmann states unequivocally that “There is, inconveniently, no evidence that it [the right of the widow to 1/3 of her husband’s property] was observed in Warwickshire.”
- <sup>88</sup> Erickson, 28. Dr. Erickson has footnoted this carefully, reporting that “dower rights” were eliminated by statute in the province of York in 1692, Wales in 1696, and finally in the City of London in 1725 (146).
- <sup>89</sup> Chambers, II. 177.
- <sup>90</sup> Houlbrooke, Ralph, 91-94.
- <sup>91</sup> Emmison, 1978, 232-233. Thomas Noke, a gentleman of Hatfield Broad Oak, left a yearly annuity and property to his wife “on condition that she shall not claim dower in my other lands.” Such as this is not unusual.
- <sup>92</sup> Emmison, 1978, 310. Henry Standishe, a tanner in the county of Essex, made precise allocation of his real property “in satisfaction of dower,”

and listed personal property to be given by her to his children “as she by her motherly love and discretion shall think good.”

- <sup>93</sup> Arkell, 19-24. A good account of these issues and supporting documentary records can be found in the chapter by Nancy and Jeff Cox.
- <sup>94</sup> Erickson, 32. Dr. Erickson concurs. “Early modern wills were primarily concerned with provisions for widows and children....”
- <sup>95</sup> Greenblatt, Stephen. *Will in the World*. New York: W. W. Norton & Company, 2004. 146.
- <sup>96</sup> Houlbrooke, 94. The small bequest supports the unfortunate conclusion that the person *was* remembered by the testator.
- <sup>97</sup> Houlbrooke, 136. The custom of making the executor also the residual legatee was widespread, and this was “clearly regarded by many testator as a mark of favour as well as trust.” Moreover, “married men relied first and foremost on their wives,” and the wife was appointed the executrix 63% to 96% of the time, depending on the jurisdiction.
- <sup>98</sup> Greer, Germaine. 315. Greer quotes from Sir Thomas Smith’s *The Commonwealth of England and the Maner of Government thereof*.
- <sup>99</sup> Emmison, 1978. 215, 206, 210,
- <sup>100</sup> Stone, Lawrence. *Family, Sex and Marriage in England 1500-1800*. New York: Harper & Row, 1979. 219. Stone documents that the expectation of a “companionate marriage” was more than a century away.
- <sup>101</sup> Tannenbaum, 80-81. In his discussion of the appearance of the Stratford Will, Tannenbaum refers to it as a “slovenly looking document made to do duty for the final will.”
- <sup>102</sup> Cox, Jane. *Shakespeare in the Public Records*. “*Shakespeare’s Will and Signatures*.” London: Her Majesty’s Stationary Office, 1985. 24-35. Cox, the long-time custodian of the documents in the Public Records Office where the will is now kept, has put forth the opinion that this is the Register copy, not the original will. This postulate has carried little or no currency over the years. For one thing, if it were a copy, it seems that a copyist could have done a better job. Indeed, an example of an immaculate register copy can be found on page 360 in Arkell’s book in the will of Jone Stanley. The entire will and the signatures of the witnesses are in the hand of the copyist, but the testator’s signature is omitted. This seems to have been the standard practice. Breaking with this convention, Ms. Cox suggests that the signatures have been forged. If this were the case, three of the Bard’s “six sacred signatures”

- would vanish, and this presents another downside to her theory.
- <sup>103</sup> Rogers, 13. This is considered to be a characteristic of Francis Collins, in whose office it is also thought the will was composed.
- <sup>104</sup> Ogburn, 36-37. Ogburn points out that this takes a toll on the “illness” theory. “Are we to believe that the solicitor, being unaccustomed to having Mr. Shakspere sign papers, prepares the will for his seal, then, upon discovering him to be too ill to control his hand, elects to have him sign the three pages of the will after all? Or that Mr. Shakpere himself decides to reverse his practice now that signing has become almost impossible?”
- <sup>105</sup> Chambers, II, 175.
- <sup>106</sup> Chambers, II, 175.
- <sup>107</sup> Tannenbaum, Samuel. 95-96. Tannenbaum notes the increased number of lines per inches as well as the number of words per line, indicating clearly that “the scrivener knew he had to get a good deal more on the page than would go there if he wrote in his usual manner.”
- <sup>108</sup> Scheombaum, 246.
- <sup>109</sup> Rogers, 16-19.
- <sup>110</sup> Schoenbaum, 246.
- <sup>111</sup> Rogers, 18.
- <sup>112</sup> Rogers, 18.
- <sup>113</sup> Honigmann, 200. Two inks appear in the will of Sir John Astley, and the darker ink is considered to have been the one used at the later time.
- <sup>114</sup> Tannenbaum, 69, 103.
- <sup>115</sup> Tannenbaum, It is thought that the 4 witnesses names are in the same hand and were therefore copied by the scrivener, though even if this is it case, it would not impair the validity of their testimony.
- <sup>116</sup> Houlbrooke, 89. Accordingly, “an alteration in the provisions of an existing will created a new one, though additions could be made to a will by means of a codicil, so long as it was not contrary to anything in the will.”
- <sup>117</sup> After Probate in June of 1616, recorded in Latin at the bottom right of page three, nothing further could be added.
- <sup>118</sup> Honigmann, E.A.J., “Shakespeare Will and the Testamentary Tradition” in *Shakespeare and Cultural Traditions: Selected Proceedings of the International Shakespeare Association World Congress, Tokyo, 1991*, ed. Tetsuo Kishi, Roger Pringle, and Stanley Wells (Newark: University of

Delaware, 1994). 131. Honigmann notes that this is “a more heavily revised will than any I have seen.”

<sup>119</sup> Swineburne, Henry. *A Treatise of Testaments and Last Wills, Part VII*. London: John Windet, 1590, 520.