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# The Elizabethan Review

## Spring 1999

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A Semiannual Journal

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# From the Editor

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## New Discoveries and Theories

The monograph which opens this issue of *The Elizabethan Review* is almost unique in that it represents the first time in more than 70 years that significant new information about Edward de Vere has been uncovered in the archives. Contrary to what many suppose about Elizabethan era materials, there is still much that has not been indexed and archived for scholarly research, especially in England. Mrs. Pearson's pioneering work is a case in point, as is her research into local and county records in England, valuable repositories of documents which rarely have been perused by those interested in the Shakespeare Authorship Issue or the Earl of Oxford.

Her monograph has been adapted from her PhD dissertation in history at the University of Sheffield in England, and is essentially a political biography of Edward de Vere, 17th Earl of Oxford. Mrs. Pearson's dissertation follows the Earl's lifelong financial and legal activities, both of which left an extensive paper trail in the records, and also examines the Earl's political relationships at Court. Since her biography of Oxford does not address the Shakespeare Authorship Issue, it can best be described as the biography of an Elizabethan nobleman based on contemporary documents.

Along with the enduring value of primary research is the importance of

theories, the strategic value of which is to explain the seeming contradictions of a case based on compelling circumstantial evidence, such as the Oxfordian hypothesis.

For these reasons, this issue's other signal contribution is Richard Lester's detailed hypothesis of how the Earl of Oxford may have "covered up" his authorship of the Shakespeare works. His cogent alternative to the traditional theory should prove to be an instructive contribution to the authorship debate.

We mourn the passing of one of the leading Oxfordians in the United States, Charlton Ogburn Jr., author of two books on the Oxfordian case, the latter gaining international prominence in both hardcover and paperback editions. His achievement was to popularize the authorship issue in general and the Oxfordian hypothesis in particular--*The Mysterious William Shakespeare* was used as the primary "evidence" for the Oxfordian case by three Justices of the U.S. Supreme Court in adjudicating a moot court on the issue in 1987. His lifetime interest and contributions attracted scholars who otherwise would never have heard of the Earl of Oxford.

Since our last issue, the journal has earned for itself the honor of two stars in the *Encyclopedia Britannica's* Internet Guide, and a recommendation of which we are quite proud.

# Robin Hood's Pennyworth<sup>1</sup>: the De Vere - Harlackenden Lawsuits

Daphne Pearson

**T**he only truly factual biography of Edward de Vere, Seventeenth Earl of Oxford, was written in 1928 by B.M. Ward.<sup>2</sup> Since this was more than seventy years ago, it is not surprising that other evidence has become available, partly through improved cataloguing and partly from research into local (county) record office documents. A fuller account of Lord Edward's life is now possible, in particular of his estates and lawsuits; Ward mentioned the first only in passing and did not research the latter at all. For readers to whom the earl is an unknown figure, the following short over-view of his life is appended.

Edward de Vere, Seventeenth Earl of Oxford, was born on 12 April, 1550, at Castle Hedingham in Essex. Because his father died when he was a minor, the new earl became a royal ward. The wardship system involved his lands being used by the crown for its own profit, although ostensibly to the ward's benefit. In 1571, at the age of twenty-one, Lord Edward regained control of his estates and married Anne Cecil, daughter of Lord Burghley,<sup>3</sup> in whose house he had been placed for his education during his minority. The marriage, although it produced three daughters, was not happy; Anne died in 1588. Her death was probably due to a complication of childbirth following the birth of a daughter, as she died only ten days later. Her funeral was in Westminster

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*Daphne Pearson is a doctoral student of history at the University of Sheffield in England. The following has been adapted from her dissertation, a political biography of Edward de Vere, 17th Earl of Oxford, based on newly indexed documents in archives in Essex and London.*

Abbey; just three months later an elder daughter died. Her three remaining daughters, Elizabeth, Bridget and Susan, were raised and supported by Lord Burghley, who became a widower in 1589, probably at Lord Burghley's favourite house, Theobalds, in Hertfordshire.

Lord Edward was, in his earlier years, a favourite at court, where he seems to have mostly lived when young; he undertook an expensive continental tour in 1575 and was abroad for some sixteen months. His volatile personality and his extravagance, which led to the sale of all his inherited lands and inhibited a local power base, precluded high office. The earl flirted with catholicism but had a sudden change of heart, for various reasons, in late 1580, denouncing a group of catholic friends to the Queen and asking her mercy for his own, now repudiated, catholicism. He was retained under house arrest for a short time and, following the birth of a child fathered by him in 1581 to Anne Vavasour, was briefly in the Tower. The birth of this child led to a long-running feud with Sir Thomas Knyvett (uncle of Anne Vavasour), which resulted in the deaths of various followers of the two men and injury to both main participants. During the early 1580s it is likely that he lived mainly at one of his Essex country houses, Wivenhoe, but this was sold in 1584. We do not know for certain where he lived after this, but it is probable that he followed the court again and passed some time in his one remaining London house, Great Garden. Lord Edward spent heavily, and to finance this and his travels, began a long cycle of debts, mortgages and sales. In 1586, to rescue him from penury, the Queen granted Lord Edward a pension of £1,000; and in the early 1590s, probably to increase his income, he married as his second wife the wealthy Elizabeth Trentham, one of the Queen's maids of honour. Their only child, Henry, heir to the earldom, was born in 1592. By this time he was deeply in debt, had lost all his inherited estates and was fighting the long lawsuit discussed below. He died in June, 1604, probably from plague, at King's Place, a house bought by his wife and her relatives, in Hackney, a suburb of London. He left no will and was buried quietly in St Augustine's church in the same parish.

There are several factors to bear in mind when considering the only major lawsuit in which Lord Edward was plaintiff for which records survive. First, he certainly fought other, similar, lawsuits for alleged chicanery – there was undoubtedly one involving the money-lender Thomas Skinner<sup>4</sup> – second, like many other nobles, he was convinced that he was being cheated by his servants<sup>5</sup> and third, the lawsuit with Harlackenden engendered satellite suits, factionalism and tension in the Essex village of Earls Colne.

Historians researching lawsuits are fortunate that each stage of justice demanded a written document. If only a full set of records remained, neatly filed for each complaint, then the work of research would be considerably more simple than it is. Before an interpretation of any sixteenth and seventeenth century legal documents can be made it is necessary to have some knowledge of how the system worked. English law was unique in Europe in that it was common law and not based on the Roman code. This system created records

which still survive from the twelfth to the nineteenth centuries; they are the most continuous set of governmental archives in the western world. The records we shall be using are those of Chancery, King's Bench and Common Pleas, together with Star Chamber. It was possible to have similar actions, arising from one complaint, proceeding in all four courts simultaneously. Common law was summarized by Sir Matthew Hale as:

“that law by which proceedings and determinations in the King's ordinary courts of justice are directed and guided. This directs the course of descents of land, and the kinds; the natures, and the extents and qualifications of estates; therein also the manner, forms, ceremonies and solemnities of transferring estates from one to another.”<sup>6</sup>

The panoply of the law was majestic. It was intended to be awesome and to remind the litigants of the seriousness of their undertakings. Proceedings in Westminster Hall began each Wednesday and Friday morning during the law terms with a procession led by the Lord High Chancellor of England with the mace and Great Seal of England, signifying his office, carried before him. He would have been accompanied up the stairs to the left of the Hall by many of the greatest dignitaries of the land, including, possibly, the Queen. Others present would have been Lord Burghley, the Lord Privy Seal and lords spiritual and temporal together with the principal judges of the realm and members of the privy council. All would have been dressed ceremoniously and the court itself would have inspired awe in an observer, being full of windows and with its roof covered with golden stars – this may have been why it was called the Star Chamber.<sup>7</sup> This demonstration of majesty must be borne in mind when picturing the scene; for some of the people of Earls Colne, drawn into the lawsuit between the earl of Oxford and Roger Harlackenden, perhaps even for Harlackenden himself, Westminster Hall would have seemed a frightening place. For those not directly involved the lawsuits were a form of entertainment, of interest not only to the family and friends of the protagonists but also to the local population; the hall was always crowded.

This then was the setting for the long legal battle; the village over which the lawsuit was fought in 1592 was Earls Colne. The name of the village derives from two factors, the river Colne which runs through the village and the earls of Oxford who had owned, for generations, the two manors into which it was divided. Its setting in the sixteenth century was a rolling countryside of small hills and valleys from which most of the old forest had disappeared, except for one large medieval woodland to the north called Chalkney Wood. It was mainly agricultural, with its inhabitants raising arable crops, hops for beer-making, fruit and vegetables, sheep, cows and other livestock which were kept for home consumption. A good surplus of produce was available and this was carried to the market town of Colchester where it was shipped to fairs and markets in other parts of England. There was a fair on 25 March and a market place in the central



street, with open stalls; the village supported a number of smiths, millers and tanners. Buildings included an inn with a solar, and there was a maypole on the green.<sup>8</sup>

There was no shortage of new money, made in London, to be invested in Essex land, which was fertile and profitable for those with sufficient for a surplus. This changed the farming patterns and brought new blood into the countryside, ousting the old county noble families. By the end of the 1580s Roger Harlackenden was emerging as the largest single purchaser of the Oxford estates in Essex; he was establishing himself in the north-eastern area around Earls Colne – a perfect example of this trend. He had already bought, in 1584, the manor of Earls Colne (one of the two manors which comprised the village), the lordship of this manor and Colne Park, (which was originally part of the other manor), and was increasing his power-base in the village. Then, five years later, came the chance for him to increase his acreage with another large de Vere estate when the earl considered selling the manor of Colne Priory. However, the sale and its aftermath were not at all straightforward.

The Priory, over which the de Vere/Harlackenden lawsuit was fought, was endowed in 1100 by Aubrey de Vere as a Benedictine foundation: he himself became a monk. At the time of the suppression of the monasteries it was valued at £156 12s 4.5d<sup>9</sup> and it was surrendered by “Robert Abell, Prior; John London, sub-prior; and nine other monks ... 3 July 1534 to King Henry VIII”,<sup>10</sup> represented by John de Vere, the fifteenth earl of Oxford. The original building itself was timber-framed and situated on twelve acres near the River Colne; it included a tower of flint and free-stone containing five bells. By the time the Rev. Philip Morant, the Essex antiquarian cleric, was writing in the mid-eighteenth century, the priory had been demolished.<sup>11</sup> The estate included a large house, called variously, Colne House or the Hall but the priory itself was referred to as the ‘site’, implying that it had already, thirty years after the dissolution, become derelict.

On 22 July 1536 Henry VIII granted the priory to John de Vere together with the church, manor, rectory or impropriate tithes and advowson of the vicarage of Earls Colne; the grant was probably because the priory had been endowed by an Oxford ancestor.<sup>12</sup> It was inherited by the sixteenth earl and, following his death in 1562, the house was lived in by his widow, Countess Marjory, for a while with her second husband, although the whole estate, with others, was granted during Lord Edward’s minority, to the Earl of Leicester. Repairs were made to it at this time; payment for them was to be deducted from the annual rent to the Queen.<sup>13</sup> The grant to Lord Leicester deserves some explanation. Under the wardship system the lands of a noble who inherited before he attained the age of twenty-one, were under certain conditions, forfeit to the crown for the period of the minority. Once the ward reached the age of twenty-one, he paid a fine to the crown and received his lands again; this was called ‘re-entry’. Wardships were originally part of feudal life and had evolved from the tradition of knight service, giving custody of the body and the right to

nominate the marriage of a minor heir to the guardian.<sup>14</sup> The rights and welfare of the wards, together with the revenue engendered from the sale of guardianships and from the use of their lands were administered by the court of wards and liveries. At the time of Lord Edward's minority Lord Burghley was master of this court, and, in effect, its governor and overseer. The court also heard any lawsuit or claim involving the ward; a lesser duty was the welfare of widows and lunatics. Although he did not buy the earl's guardianship, Lord Edward was placed in Burghley's house for his education;<sup>15</sup> the earl always remained a royal ward. The Queen, as guardian, had the right to nominate Lord Edward's wife; however she had no suitable relative in mind, while it appears that Burghley's daughter, Anne, fell in love with the young earl and determined to marry him. The Queen gave her consent and the ceremony took place in December, 1571.

Several of Lord Edward's estates, including Colne Priory, were held by knight service, which was a pre-condition of wardship. When a minor heir's lands were held in this way, he became a ward and *all* his lands, not just those held by knight service, could then be used by the guardian in whatever way he desired; thus Lord Edward's estates in Essex, Cambridgeshire and Suffolk were used by the Queen to reward the Earl of Leicester. This meant that for the remaining period of Lord Edward's minority, some nine years, Lord Leicester received the income from these estates and administered, through stewards, the local manor courts. Although the total value of this grant was £859, as with the scorpion, the sting was in the tail. At the very end of the sixteen pages detailing the estates came the requirement that £803 annually should be returned to the crown; Leicester received just over £56.<sup>16</sup> Thus the Queen could appear generous, the grant cost her nothing, the ward had no say in the matter and the exchequer benefitted to the tune of £800. It was an elegant system – from the point of view of the crown. It is important to emphasise that the wardship system ran throughout society and was not confined to nobles. Thus, in later years, Lord Edward himself applied for the guardianship of a minor heir whose father had held land from him by knight service.<sup>17</sup>

There is a letter patent which records the re-entry of Lord Edward in 1572 into those of his lands which had been in wardship – income from them was back-dated to his majority.<sup>18</sup> We know, from various pieces of evidence, that this fine remained unpaid until the 1590s and was then settled by others, not the earl. This means that the re-entry in itself was unusual, if not unique, because entry was supposed to follow payment of at least the first installment of the mandatory fine. The circumstance is likely to have been the result of his nobility, his position in the Burghley family and his large income, deemed sufficient to finance the fine from his revenues, when he received them. Until that time the earl was tied in a classic Gordian knot; with only a proportion of his income to call upon he seems to have been unable to pay the fine until he received his other revenues and unable to receive them without paying the fine. Once the court of wards allowed re-entry, so cutting the knot, it could assume

that payment would follow. This did not happen – Lord Edward seems to have been unable even to scrape together sufficient for the first of the ten annual installments by which the fine was payable – and was to lead, in part, to later estate sales, extensions<sup>19</sup> by the court of Lord Edward’s lands and eventual payment of the debt by others. We know, from evidence given in the lawsuit, that Colne Priory was extended against the earl’s later debts, regranted by the Queen in 1588, probably to allow a crown mortgage, and finally sold; it was later extended again by others against earlier debt.<sup>20</sup> It is significant that as soon as the re-grant was made Lord Edward mortgaged Colne Priory and Castle Hedingham to the Queen for £4,000. It is probable that all these events were linked.

We now need to look at events in Earls Colne. Roger Harlackenden became lord of the manor of Earls Colne in 1584 but he appears to have continued to act as the earl’s steward (and, from his own evidence, receiver and surveyor as well) for his other estates for some time after this. Lord Edward was always desperate to raise money and in 1589 he contacted Harlackenden, asking him to ascertain the value of his remaining holdings in and around Earls Colne and to advertise the possible sale among the tenants. It was from Harlackenden’s conduct of this commission that the lawsuit arose.

Involved in the sale were the manor and site of Colne Priory, twelve hundred acres of assorted lands, two mills, various other buildings, the advowson of the vicarage of Earls Colne and portions of tithes in Essex, Cambridgeshire and Suffolk. Lord Edward asked Harlackenden to make a general survey, decide on individual values, bargain with the copyholders and tenants and sell everything for the highest possible price. So far everything appears to have proceeded according to the law. Harlackenden duly reported that there was little interest among the copyholders but that he was prepared to buy the site of the monastery, which included Colne House, the manor of Colne Priory and the parsonage of Earls Colne, on behalf of a kinsman, Richard Harlackenden. He forebore to mention that this ‘kinsman’ was his own second son. For the sale Lord Edward alleged that he received between seven and eight hundred pounds, an amount so obviously far less than the value of the land and rights transferred, particularly when compared with Colne Park which had changed hands at £2,000, that it became the subject of gossip. We have a number of documents relating to Colne Priory, but to attempt an understanding of what really happened we need to look at events some years before the sale. Before we begin that discussion it is important to consider Harlackenden himself.

Although by the sixteenth century there was a distinct difference in status, there was not so much difference in origin between Edward de Vere and Roger Harlackenden as might at first be thought. In 1559 there were sixty-one peers in England, twenty-six of whom had been created since 1529.<sup>21</sup> Lord Edward could claim to be a member of the ancient peerage; his ancestor, Aubrey, came across the English Channel with the Conqueror and the title dated from Henry I.

Harlackenden's ancestor, William, had also, according to Morant,<sup>22</sup> been on that fateful voyage. He died on 30 April 1081 and was buried in the South chancel of the church at Woodchurch in Kent, later to be known as Harlackenden's Chancel. Morant notes that an epitaph was reported to have been inscribed there, "*Hic jacet Wills Harlackenden Ar. qui ob. 30 die mensis Aprilis 1081.*"<sup>23</sup> However, Morant comments that not only is the custom of epitaphs on private persons at that time open to question, it is certain that Roman, not Arabic numerals would have been used, so it is a reasonable assumption that the epitaph was inscribed at a later date.

Although the Harlackendens are likely to have been an important family in that area of Kent, there are few records of them in the county. If Roger had not removed to Essex we should know very little about his family, although there are some Harlackenden shields and brasses in the church at Woodchurch. According to a memo made in the seventeenth century by his son, Richard, Roger was christened at Warehorne, a village contiguous with Woodchurch, sometime in August, 1541.<sup>24</sup> The reasons for Roger appearing in Essex are obscure, but it may have been because his eldest brother, George, was already settled in the county at Little Yeldham. This is likely to have been in 1579,<sup>25</sup> for Roger was introduced to Lord Edward around this time by Edward Felton, an officer of the earl, as someone suitable to act as his steward; he was then employed in this capacity for the Earls Colne estates. Roger married four times, specialising in widows; this was pragmatic for a third son with little prospect of inheritance, as a well-chosen widow was likely to have been provided for by her first husband. Even Roger's first wife, Elizabeth Hardres, the mother of his four children, was a widow; the Harlackenden and Hardres families had intermarried for several generations. When Roger arrived in Earls Colne his second wife, Elizabeth Blatchenden, had also died, so he was a widower once more. His direct descendants may be traced in Earls Colne for the next hundred years, living in Colne House.

To return to the Colne Priory documents: because we have a series of them we can see that Harlackenden was adopting a strategy towards eventually acquiring this manor around the same time as he was buying up the rest of Earls Colne. Colne Priory had been leased to Richard Kelton on a twenty-one-year lease made by the earl in 1577.<sup>26</sup> Kelton had been an officer of the earl and had relinquished a £20 annuity on the signing of the much more valuable lease. When he died his widow, Jane, then sold the unexpired two-thirds portion of the lease she had been bequeathed to a man called Jeff Gates, but a Thomas Kelton, nephew of Richard, together with an unnamed sister, also had a one-third interest in this lease. It seems that there was more behind Jane's sale of the lease than at first appears. Apparently Harlackenden had been courting her, but because he had only recently come into the village and was not yet well-known there, some of Jane's friends and her brother, Henry Josselin, were concerned about her impending marriage and advised her to transfer her own small land-ownings into their hands in trust until they saw what Harlackenden was like.<sup>27</sup>

The idea behind this, assuming the friends were altruistic and had Jane's interests at heart, was to avoid her possessions falling into her husband's ownership as soon as they married. Once they were married and Jane could see that Harlackenden was able to keep her in a suitable manner, she told her husband what she had done and he proceeded to take steps to get the whole lease into his own hands. As we know what a shrewd man Harlackenden was it is highly likely that his whole strategy had been thought through before he even began his courtship.

Thomas Kelton now relinquished his interest to Harlackenden, for a sum of money.<sup>28</sup> Next, Harlackenden bought out Jeff Gates's interest, so that he was now the sole lease-holder of the priory.<sup>29</sup> At some time prior to 1588 the crown extended Colne Priory, possibly with other estates, for non-payment of debts by Lord Edward. In January, 1588, the earl made a lease of the Priory to Harlackenden but because of the extent the fine of £220 paid by Harlackenden went to the crown, together with the first rent. In June, 1588, the estate was re-granted to Lord Edward. As this was on 8 June, the same day that the Priory was included in a large mortgage by the crown to Lord Edward for £4,000,<sup>30</sup> the two events must be linked; a mortgage is unlikely to have been made on lands currently extended. Thus, following June, 1588, for a few years Lord Edward received the rent. A piece of land called Chiffins was included in the lease but Lord Edward retained Chalkney Wood and all other woods and underwoods and was to pay all the taxes and outgoings on the land and to repair all buildings.<sup>31</sup> A punitive clause was added whereby if the earl defaulted on the charges and taxes then Harlackenden could retain a portion of the rent to pay them. Harlackenden could take sufficient timber for fires and repairing fences, hedges, gates and carts and he could hunt everywhere on the estate except Chalkney Wood. The reason behind the payment of the taxes by the earl was because the estate had been extended, although he remained the nominal owner and lease-granter. Strangely, these taxes also remained unpaid, illustrating the bureaucratic problems experienced by the court of wards and liveries.<sup>32</sup>

The next piece of evidence in this very complex set of events is part of a tripartite indenture between Lord Edward on the one hand, Israel Amyce on the second and Harlackenden, with three other men, Clement Stonard, Richard Harges and William Harlackenden on the third hand. Amyce was at one time the earl's auditor and may still have been so at this date, Stonard was Harlackenden's son-in-law who acted as his attorney, William was Harlackenden's brother and Harges was an in-law or cousin, also acting as an attorney. What had happened is quite difficult to deduce, but it appears that Amyce had been declared bankrupt, his goods had then been forfeit to the crown and the Queen had sold his debts to two men, John Drawater, a clerk in Lincoln's Inn, and John Holmes.<sup>33</sup> Both these men were solicitors. Amyce owed £500 to the earl and £300 to Harlackenden, but for what, and under what circumstances the debts were incurred we do not know. Because there is a further tripartite indenture ostensibly referring to Chalkney Wood, made on 20

July 1591<sup>34</sup> we know that in 1583 Lord Edward was bound to Amyce first in the sum of £3,000 and then under statute staple for £4,000, making a total debt of £7,000. Following Amyce's bankruptcy the earl's debt to him had become a crown debt, but this had now been bought by Drawater and Holmes and they were therefore creditors of the earl. At some date between May 1591 and June, 1592, these two men had some of the earl's lands, including the Priory, extended in order to have some recompense for the debts that he now owed them.<sup>35</sup> Then, on 8 June, 1592, for some reason unknown, the crown granted Drawater and Holmes a 100-year lease of the Priory, thus allowing them income against his debt from the earl's land, via Harlackenden's rent. However, this grant lasted for only eight days, as on 16 June Harlackenden paid £200 to the two men to buy them out.<sup>36</sup> As Harlackenden was by this time the owner of the Priory, the lease to them may have been made by the crown to allow them an interest.

However, evidence given by Thomas Hampton in the ensuing lawsuit, reveals another explanation for the involvement of Drawater and Holmes and this illustrates the difficulty of analysing sixteenth-century land transactions. Hampton attested that he had appointed Drawater and Holmes as solicitors to purchase the reversion of Colne Priory from the Queen. Reversions were a late-Elizabethan phenomenon and were granted as a form of patronage. The form was for the person seeking the reversion to obtain royal agreement in a general manner and then to find a specific estate. This reversion appears to have been pursued on behalf of Lord Edward, although, as we shall see, it was eventually granted to two men named Butler and Adams. Thus Drawater and Holmes, who had extended Colne Priory, were busily engaged in pursuance of the reversion grant by the crown for the very person from whom they had extended the estate, a bizarre situation. This was not the end of Harlackenden's troubles with the earl's debts, however, for sometime around 1594 Colne Priory, although purchased legally by Harlackenden and with the interests of others bought out, was again extended, this time by the crown, for non-payment of Lord Edward's debts.<sup>37</sup>

To reiterate, the position of Colne Priory from the mid 1580s was as follows: it had been extended by the crown; re-granted to Lord Edward; mortgaged to the crown and, because the earl's original debt to Amyce been sold on to Drawater and Holmes, they had extended the estate. They had now been granted the lease of Colne Priory, but as Harlackenden had purchased it, their interest had to be bought out. Meanwhile Drawater and Holmes were pursuing the reversion for the earl, which was not successful; the crown then re-extended the Priory for non-payment of debt by the earl. It is not surprising that lawyers were growing rich from extricating their clients from such tangles as these.

Bearing all this complicated background in mind, it is time to look at the actual sale. On 1 February 1592 there was a document confirming that Lord Edward had bargained and sold to Roger Harlackenden and William Stubbing

those lands owned by Colne Priory in Wickham, Cambridgeshire.<sup>38</sup> For this he received a part payment of £45 by the hand of Harlackenden, still acting as his steward. This again was to become contentious. The next document that we have is a covenant made by Lord Edward on 8 February 1592,<sup>39</sup> which is really a recitation of an indenture made a day earlier, which has not survived. By this he confirmed that he was selling Colne Priory to Richard Harlackenden (this is the first mention of Richard, rather than Roger) plus the manor, lordship, rectory and parsonage, together with the advowson of the vicarage of Earls Colne. No sum of money was mentioned, but the transaction included the tithes of Aldham in Essex, Aldham in Suffolk, Lavenham, Suffolk, Sible Hedingham, Maplestead Magna and Parva, Bures and Halstead. These tithes are enumerated because they were to be a bone of contention in the lawsuit. Lord Edward appointed his attorneys, William Tiffyn and William Adams, to enter in his place and in his name to hand over the estate to Harlackenden, in other words to deliver seisin. Now this was important, because livery and seisin could not be delivered where there was a tenant but only the reversion; as the tenant and purchaser were one and the same then this did not apply. Then came the release of their interest in Colne Priory to Roger (note Roger, not Richard) Harlackenden on 16 June 1592 by Drawater and Holmes.<sup>40</sup> This deed was to be examined as late as 1640 in a suit between Aubrey, twentieth earl of Oxford, and a later Harlackenden, and it is possibly due to this that the exemplification, or copy, of it has survived.

In 1592 there was a foot of fine detailing the sale of Colne Priory to Harlackenden by Lord Edward and his wife. This is where interpreting the records becomes difficult, as Emmison has warned.<sup>41</sup> If Kissock is correct in saying that the foot of fine was a copy of the bargain and sale then the purchase price should have been £200.<sup>42</sup> However, this cannot be so. It may be a simple error in transcription, or the foot of fine in this instance was not a copy of the bargain and sale, and the consideration may indeed be fictitious.

We then have a series of receipts for money in part payment for Colne Priory. The first is dated 10 February 1592 and was for £315, which at once makes nonsense of the amount mentioned in the foot of fine.<sup>43</sup> Attached to this by a pin was a further note, in the hand of Harlackenden, dated two days later, that money (amount unstated) was paid to Mr [Thomas] Hampton for Lord Edward "by the hand of my son Stonard I lay sick then at my lodgings without Aldersgate."<sup>44</sup> This document was not made available as evidence in the lawsuit but it will be referred to later, as it had a bearing on the evidence given. Then, on 10 March, there was an acknowledgment by Lord Edward that he received from Richard Harlackenden by Clement Stonard the sum of £220.<sup>45</sup> Whether this is the amount referred to in Roger Harlackenden's handwritten note or a further installment it is impossible to know. On 21 March there was a further acknowledgment of £190<sup>46</sup>, another on 25 March for £30<sup>47</sup>, a further on 30 March which also mentioned the £65 paid as being partly for Wickham,<sup>48</sup> and a final payment of £80 on 6 April, which acknowledged full payment for

Colne Priory and Wickham.<sup>49</sup> Thus, as far as we can deduce from actual sums stated, Lord Edward received a total of £900 for Colne Priory and Wickham. Without knowing what was actually charged for Wickham it is difficult to know the purchase price of Colne Priory, but this series of receipts does make the £700 referred to by the earl in the lawsuit as the sum he received for Colne Priory feasible.

However, there was yet another complication. In spite of the reversion being sought by Lord Edward, by Letters Patent dated 14 April 1592 (recited in a further document)<sup>50</sup> the Queen, for reason unknown, granted it to Theophilus Adams and Thomas Butler. Now Adams and Butler were two hunters after concealed lands; as Colne Priory was very unlikely to have been concealed their request for the grant was probably to give them an interest in the estate which would have to be bought out by the eventual purchaser so that he had good title. Butler was described as being of "Gray's Inn, Middlesex, gent." and so was likely to have been a lawyer. These 'hunters' worked in pairs but Colne Priory is unusual in that Adams and Butler were associated; Adams was usually the hunter and worked with men other than Butler. By the 1590s hunters were keen to get their hands on any estate, especially of monastic descent, with either real or pretended defects of title so that the purchaser could be persuaded to part with as much money as possible to achieve a good title.<sup>51</sup>

A further document dated 8 May 1592<sup>52</sup> recites that Amyce, Drawater and Holmes assigned Colne Priory to Richard Harlackenden, with a warranty and discharge by Lord Edward. On 9 February that year Richard Harlackenden and Edward Hubert had made a covenant to Richard's brother, Thomas, of everything that Richard was buying, except certain lands which were noted. All these latter were to go to Richard's male heirs by Margaret Hubert, daughter of Edward Hubert, Lord Edward's receiver-general, whom he was about to marry. Bearing in mind the complications of the ownership of Colne Priory, it is not surprising that the Harlackendens went to such lengths to prove their title. The marriage link between the Harlackendens and Huberts also illustrates the connection between Lord Edward's two officers.<sup>53</sup>

Harlackenden's purchase was concluded in 1592 and by March 1593 Lord Edward considered that he had had a raw deal. Although a good deal of Chancery material has been mislaid, it is still possible to piece together the various actions of the Oxford and Harlackenden families from later lawsuits which refer to earlier actions, the records of which have either not survived at all, or only in part. One of the latter was a lawsuit of 1594, of which we have only the interrogatories posed on behalf of Lord Edward. However, in 1608, under a Bill of Revivor begun in 1607 by Henry, Eighteenth Earl of Oxford, three years after his father's death, the whole matter of the land sale was rehashed, and from this we have a good idea of what happened fifteen years earlier.

Sometime in 1593 or 1594 the earl entered a bill of complaint to which Harlackenden replied, but his reply was judged "imperfect and insufficient"<sup>54</sup>



so one of the Masters of the Rolls, Mr D. Lewen, was asked for his opinion.<sup>55</sup> What this opinion was, or if it was ever given, is not known and the earl then entered a second bill of complaint, to which Harlackenden must have replied satisfactorily, for Lord Edward's answer to this reply survives but is formulaic only. For some reason unknown the suit did not come before the court again until 1598 when the earl put in a further bill of complaint which is probably similar in content to the original bills. During this period between 1594 and 1598 Harlackenden was fighting other lawsuits with his tenants, mainly on issues of title in which the question of his probity also arose. In the further bill Lord Edward alleged that his steward betrayed his trust in three ways. First, he did not offer the land to the appropriate copyholders and tenants according to the commission entrusted to him. Second, he spread rumours among the tenants discrediting the earl's title to the lands, thus making even those who would have bought nervous of the purchase. Third, he estimated the total annual value at £35 and suggested twenty years' rent as a fair purchase price. In case Lord Edward made further enquiries about the value it was alleged that Harlackenden bribed one of the earl's servants with £200 to "concur with him in the report of the value and to persuade the earl of the honesty and dutiful service of the said Roger Harlackenden".<sup>56</sup> Accordingly, Lord Edward, trusting his steward, agreed to a sale for £700. Finally, to cover what he had done Harlackenden drew up the deed of sale in the name of his son, Richard. The earl further complained that the lands covered in the original verbal agreement were not listed in detail and that Harlackenden had inserted in the written Bill of Sale "general ways"<sup>57</sup> whereby all the lands that the earl wanted to sell were included. Lord Edward attested that he had never intended these latter lands to be conveyed with the rest. He had now taken further advice on the purchase price he should have demanded and he assessed the annual rental value of the manor and parsonage as £400 and the leases as £60, making a total worth, if sold, of £3,000. It is difficult to see how this figure was arrived at as it still appears an undervaluation if the twenty years' rent assessment is used: this would have made a sale value of £9,200, (£400 plus £60, multiplied by 20 years). Moreover, at £400 Colne Priory would have been the most valuable of Lord Edward's properties, which seems unlikely, bearing in mind that they had included Castle Hedingham and Castle Camps. Eight of the nine surviving documents relating to the sale of Colne Priory have been examined above and the ninth document will be considered below, with the evidence of Edmund Felton.

During the lawsuit of 1594, with its partially surviving records, one of Lord Edward's servants, twenty-two year old Barnaby Worthy, gave some damning evidence against Harlackenden regarding his alleged bribery of another of the earl's servants, Edmund Felton.<sup>58</sup> Unfortunately, when it was read over to him he had second thoughts and asked to be allowed to change it. This was a grave matter and the issue was passed to the Master of the Rolls to resolve but if his opinion was ever given it has not been found. If Worthy's evidence, that Harlackenden, to ensure Felton's agreement to undervalue the lands, "did pay

unto the said Edmund Felton the sum of 52li [pounds sterling] or thereabouts at a linen draper's shop in Lambard [sic] street London about xmas last was a year"<sup>59</sup> was eventually allowed to stand, it appears to prove that Harlackenden was guilty of bribery. Had a document not surfaced recently at the Huntington Library we should not know that there was even more behind this recantation than appears from the note to the Lord Keeper of the Great Seal of England.<sup>60</sup> A reading of the re-interrogation is illuminating. Worthy, by his own admission an unlettered man, had obviously been thoroughly frightened when brought to a realisation of what he had testified and the possible repercussions on himself, but it is the way this realisation was brought home to him that is so interesting. The examiner, Mr Nicolson, who had taken the original depositions, made no trouble about deleting Worthy's answer to the second interrogatory, in which he had said that Felton was working on the earl's behalf to effect the suit, that is, to progress the sale. When Worthy also wanted his answer to the ninth question deleted, saying now that although Felton had been paid the £52 he (Worthy) did not know what the money was for, Nicolson became exasperated and said he might as well "strike out the whole examination." It appears that Worthy had been closely questioned about any possible 'warning-off' by Harlackenden or his agent by the earl's solicitor, Simon Ives, and he protested that nothing like this had happened. However, poor Worthy was either gullible or a good liar, for he then affirmed that he had only told one person about his testimony and it was that man, who was named Prince and came from Kings Weston in Somerset, who had pointed out that "it was good for him to take heed what he had done and if he had set down said anything untruly to cause it to be amended lest trouble might grow of it." The fact that the man gave his surname only and said that his village was in a county distant from Essex and London was an artistic touch in what we may fairly take to have been a warning by the Harlackenden faction.

However, the evidence of Nicholas Bleake and David Wilkins was equally damning and they had no second thoughts. Not only would Bleake willingly have bought his leased land if it had been offered to him, he thought other tenants would have done the same. Wilkins had talked to Felton about the proposed sale and Felton had tried to persuade him to put in an offer because "there was a great pennyworth to he had..."<sup>61</sup> However, Wilkins was suspicious of the deal and said that he only wanted to buy "as a stranger would"<sup>62</sup> because the dealings "would come in question another day"<sup>63</sup> To this Felton replied that no questions would be asked because Harlackenden had the earl's commission to effect the sale. Simon Ives, the earl's attorney and son-in-law of Bleake, confirmed Bleake's comments and further deposed that the earl had told him that Harlackenden had said he would reconvey the lands to him at the original purchase price if he were dissatisfied. Bleake was also a servant of Lord Edward and had bought a small piece of land from him in 1584.<sup>64</sup> He had held about sixty acres of land belonging to Colne Priory as a copyholder, for which he paid the earl a yearly rent of seven nobles (£2 6s 8d) but he thought

the land was worth nearly £20 per annum. Ives, when questioned, said he was not a copyholder but held some lands which were all part of Colne Priory by grant from his father-in-law. There were about seventy acres in all and they were let to a man called Brock for £20 a year, although Bleake leased them from the earl for a yearly rent of £2. Several factors arise from this evidence. First, it lends credence to Lord Edward's claim that he had been cheated; second, it appears that the earl had been badly served by Harlackenden as a steward, as he had not increased the rents to market value and third, it illustrates the complex levels of sub-letting parcels of land.

Thomas Hampton, the earl's London attorney, deposed that in 1592 he had, on behalf of Lord Edward, appointed Drawater and Harlackenden as solicitors to purchase the reversion of the lands from Queen Elizabeth. This appears to bear out Harlackenden's contention that the lands were encumbered and his later confirmation that he had paid money to buy out the reversion. However, this was all in 1592, and we know that it was in 1591 that Drawater and Holmes already had an interest in the estate *via* the outlawry of Israel Amyce. John Drawater then confided to Hampton that Harlackenden "had dealt ill with him and had broken his faithful promises"<sup>65</sup> by which Hampton understood that Harlackenden had agreed with Drawater that they would jointly purchase Colne Priory. When Drawater discovered that Harlackenden had acted unilaterally and bought all the land in his son's name there was a classic example of thieves falling out. He advised Hampton to report the matter to the Lord Treasurer, Lord Burghley, so that Lord Edward "should not be cosined or defeated of his lands for trifles".<sup>66</sup> Burghley could "stay the passage of the reversion by her majesty..."<sup>67</sup> and thus block the proposed sale. Hampton had then summoned both Harlackenden and Felton to his house in Blackfriars and accused them of conspiring to break the earl's trust. He warned them that he was about to inform Lord Burghley of the matter whereupon Harlackenden protested that he had only bought some land in his son's name to encourage others to buy. He assured Hampton that he was willing to reconvey the lands to Edward and on this assurance Hampton agreed not to approach the Lord Treasurer.

At this point Harlackenden seems to have felt that he must justify himself to Lord Burghley in case Hampton went back on his word and approached him behind Harlackenden's back. He had an opportunity to write to the court of wards because, coincidentally, during these middle years of the decade the Oxford estate purchasers were combining to pay off the earl's debt to the crown. Harlackenden's petition, which is in the form of a letter, clarifies the position somewhat and we need to examine this.<sup>68</sup> In 1574 Lord Edward had made a twenty-one-year lease of Colne Park to two men named Barfoot and Luter, for which he received £80 in rent. The earl then sold Barfoot and Luter some eleven hundred trees in the park, while at the same time he made a twenty-one-year lease of Hall Meadow, part of the park, for £12 rent. Then Harlackenden bought Colne Park for £2,000 and the manor of Earls Colne for £500. Compounding

with Hugh Vere (the earl's cousin) for the title cost £150, plus legal fees; he had paid £123 as his contribution towards the earl's debt to the crown and was to pay a further £63. The enclosing of the park had been badly done and repairing this had cost at least another £100. This, then, was the 'pennyworth' he had bought from the earl. Further, to finance his purchases Harlackenden had sold land worth £66 13s 4d yearly, losing £500 on the sale; the rest of the money he was taking up at ten per cent interest. Moreover, the lease of Colne Priory had been re-possessed by the court of wards towards a bond made by Lord Edward (most probably one of the bonds for £6,000 each he had given to Lord Darcy and William Waldegrave).<sup>69</sup> Harlackenden wanted to explain about this lease. It had indeed been made in 1577 to Richard Kelton for twenty-one years for £100 entry fine and for Kelton surrendering his annuity of £20 for life as we have seen. (This seems to have been one of the few shrewd, or lucky, transactions made by the earl for ready money; Kelton was dead by 1580). Harlackenden then protested that since the lease came to him by marriage with Jane Kelton it had cost him about £400 in building and repairs, plus the cost of clearing moor and planting it with hops, which cost a further £200. In fact, Harlackenden was being economical with the truth here; the lease had not come to him by marriage for, as we have seen, Harlackenden had bought out Gates and Thomas Kelton. Harlackenden ended his petition with an offer to re-convey Colne Priory to Lord Edward. He appears to have been suffering from the effect of the inevitable gossip the lawsuits must have given rise to in Earls Colne for he craved Lord Burghley to prove his innocence and then his "malicious adversaries [shall] blush at their lewd dealings for their disrespect". Whether this letter had an effect we do not know. It is likely that Lord Burghley knew as well as Harlackenden did that it was pointless to offer a re-conveyance; Lord Edward had no money and Harlackenden was on perfectly safe ground. The Barfoot and Luter reference was not quite accurate either; there was a quartet of men involved. From the issue of timber in the park and some ensuing violence when it was sawn and removed came an incident which was only resolved by a lawsuit. This was reported as 'Harlackenden's Case' in Coke's *Reports*<sup>70</sup> and set a precedent for several hundred years.

Nothing more is known of this lawsuit and the mills of Chancery ground slowly on until 15 February 1598 when there is a long and complicated entry in the Chancery 'A' book (the records of proceedings) to the effect that the court, having perused the indenture of purchase, considered that it was drawn "naughtily and fraudulently"<sup>71</sup>. On the question of tithes on certain of the lands the court directed that the earl should receive them unless Harlackenden could show any further evidence why he should not. On the issues of bribery of Felton and complicity with Drawater the court declined to judge but ordered that briefs of proof could be provided by both parties and the opinion of "some of the lords chief justices"<sup>72</sup> would be sought. Then, on May 10 1598 Harlackenden was given seven days to answer "or else an attachment is awarded against him".<sup>73</sup> On December 20 1598 an attorney appeared before the Lord Keeper on behalf

of Roger Harlackenden and complained that four witnesses examined for Lord Edward had vanished before the defendant could interrogate them.<sup>74</sup> Then in October 1598 it appears that Harlackenden and others were again given a week to answer the Earl of Oxford's complaint, or else an attachment would be awarded against them, and in February 1599 permission to examine the earl's witnesses was granted to Harlackenden's counsel. In May 1599, although the matter was "fully heard and long debated by the counsel learned on both parts"<sup>75</sup> the court again declined to give a judgment, but both parties were ordered to prepare short briefs to be examined by the opposing party after which the Lord Keeper would consider the matter. As there are further examinations of witnesses in 1600 it must be assumed that this was the course of events.

The prime issue now was that Harlackenden had promised to reconvey the lands if Lord Edward were not satisfied. Robert Crowe, a yeoman of Earls Colne, was actually one of Harlackenden's men and it is significant of the unease about his master current in the village that he was prepared to depose on behalf of the earl. He knew of the sale and had heard Harlackenden say that Lord Edward could have the lands back for the original price plus "reasonable allowance for his forbearing".<sup>76</sup> Harlackenden had said he could make such promises because the earl "will never pay the money again",<sup>77</sup> which appears to illustrate that Harlackenden was very well aware of the earl's financial situation and had taken advantage of it. Crowe added that he had heard Lord Burghley say in an earlier suit in the court of wards that Roger Harlackenden "had bought Robin Hood's Pennyworth of the Earl of Oxford".<sup>78</sup> Harlackenden had replied that he was one of the last purchasers and therefore "had his bargain dearer",<sup>79</sup> but the earl could have his lands back if he wished.

Samuel Cockerell's evidence was in respect of a meeting he had had with Robert Partridge in Colchester. Partridge, whose wife Rose was engaged in another suit against the Harlackendens, had been gossiping to one of Harlackenden's men about Hampton. On being told that he might know something beneficial to the earl this man had replied, "Good lord whom should a man trust these hands paid Hampton 100 li"[pounds sterling].<sup>80</sup> This seems to indicate that Hampton was also involved in the chicanery and was committing perjury with his evidence. Certainly Lord Edward felt that Hampton had abused his trust in dealings with the money-lender, Thomas Skinner, to which he referred in a letter of the 1590s.<sup>81</sup>

Arthur Mundley of Halstead confirmed that Roger Harlackenden effected the sale of the Oxford estates to Richard Harlackenden without the earl being aware that Richard was Roger's son. At the time of the sale Mundley worked as a clerk for John Drawater, who had told Mundley that Harlackenden had assured him that he would reconvey if necessary at the original purchase price plus something for the inconvenience and that he himself had bought the earl's manor of Inglethorpe via Harlackenden on the same conditions. This contention is strange as there are references to Inglethorpe in both the Feet of Fines and Morant: they conflict with each other and with Mundley's evidence.<sup>82</sup>

According to Mundley,<sup>83</sup> Drawater said that he had helped the earl to procure the reversion of the lease of Colne Priory from the Queen and in return he had bought Inglesthorpe cheap, with the money going to servants of the earl, as he thought.

Roger Harlackenden died on January 26 1603 and Lord Edward on June 24 1604. It is only through Richard Harlackenden's reply on behalf of his late father in a Bill of Revivor of 1608 that the result of this earlier suit is known. He said that summaries were made and considered by the Lord Keeper but that Lord Edward did not think it worth proceeding in his lifetime as he was advised that he had no hope of prevailing on the court. This is sad, for the eventual verdict of the court was unequivocal. The judges decided that Roger Harlackenden had conspired with two of the earl's servants, Felton and Drawater, to persuade Lord Edward of the low value of the lands, had conveyed them to himself contrary to the "intents and meaning of the said plaintiff"<sup>84</sup> and promised to reassure them if Lord Edward so wished. Richard Harlackenden then offered to recover the lands and reconvey them to the same persons (presumably the original tenants) "discharged of all encumbrance done by them".<sup>85</sup> Sir Thomas Egerton<sup>86</sup> judged that the Harlackendens had not proved that the tithes were of Colne Priory and that the earl and his heirs were to "enjoy the farm of Plaistow and the tithes of the said seven towns without let or interruption of the defendants..."<sup>87</sup> until the Harlackendens could show in court better evidence than they had. Regarding the reassurance of the lands to Lord Edward and the sale for a lower value than the lands were worth Sir Thomas ordered that the parties to the suit could formulate new briefs, present them to court and the Lord Chief Justices could decide how the court could recompense the Oxfords.

In the Bill of Revivor the land sale was rehashed with Lord Edward's son, Lord Henry, now accusing Roger Harlackenden's son, Richard, of "fraudulent, covetous and greedy intention touching himself".<sup>88</sup> He contended that Roger Harlackenden had conspired with others to obtain more of the Earl's land "for very small sumes of money, not amounting to a quarter of the value".<sup>89</sup> It was now left to Richard to vindicate his father's honour.

Richard began his answer to these serious charges of fraud by recapitulating Roger's original reply. He explained the use of Felton in the following way. Roger had paid a deposit of £300 on the land but was then taken ill, so, feeling that he would be unable to travel to the earl, he used Lord Edward's servant, Felton, to go in his place and paid him £20 for his pains. As we know from the *aide-mémoire* Roger Harlackenden had pinned to a receipt this was not quite true. According to this he was taken ill and he did pay off an installment of the purchase price, but it was given to Thomas Hampton by Clement Stonard and Felton was not involved at all.<sup>90</sup> This casts doubt on the veracity of the evidence, for the balance of probability is that Richard had seen his father's note. With the knowledge of Worthy's testimony and the circumstances of the recantation it is obvious why Harlackenden had to insert into his evidence the use of Felton

and the reward to him in case Worthy's original deposition stood. As the note in Harlackenden's hand (from which we know that it was Stonard, who acted as messenger when Harlackenden was sick) was a private *aide-memoire* to himself, he would have known that there was no chance of the court seeing it. Richard then deposed that, in all, the deal had cost his father £900, taking into account the other sums he had had to lay out. This rather gives the lie to the evidence that the purchaser was actually Richard, rather than Roger Harlackenden, although Richard had an explanation for this. He said that his father had bought the lands in his, Richard's, name partly because Roger already had a lease on some of the lands, but this does not make sense as a reason because several of the earl's estates were sold to sitting tenants. Richard implied that the earl had agreed to the sale and to its terms and conditions. He affirmed that the earl had been advised that he would not get redress and he "did forbear any further proceedings thereunto during his lifetime".<sup>91</sup> For some reason unknown the sale issue was never pressed again, although a decree under seal was procured for the farm of Plaistow and the tithes, part of the matter debated.

The end of this 1608 lawsuit appears from another between Harlackenden and a man called Coppinger when reference was made to both the 1599 and the 1608 suits. Richard Harlackenden deposed that the latter "continuing many years very chargeable and troublesome both to the said earl and your orator ... [it was] by consent of both parties dismissed as by order of this court..."<sup>92</sup> It appears that the young earl, his mother and Harlackenden, growing older, decided to abandon the issue.

As a side-issue in the lawsuit, interrogatories concerning the title of lord great chamberlain *inter alia*, were administered to Edward Hubert, Hugh Beeston, Israel Amyce, Roger Harlackenden, Thomas Hampton and Nicholas Bleake, all one-time officers to Lord Edward and all, with the exception of Hampton and Beeston, beneficiaries of the sale of his estates.<sup>93</sup> Lord Edward had always been careless with his records and in 1569 someone, possibly Burghley, had thought their location sufficiently important to write it down. At this time they were divided between chests and cupboards in Hedingham castle and the de Vere house at Colne, all locked and sealed with the seals of various interested parties.<sup>94</sup> We can only assume that this record had, itself, been mislaid.

In the lawsuit it was Hampton who had the most crucial first-hand evidence of the survival into the sixteenth century of documents detailing the Oxford family's title to the office of lord great chamberlain. He attested that he had seen a charter of this office bearing the date of Henry I and the name of Aubrey de Vere and an exemplification from the time of Richard II.<sup>95</sup> Next, Amyce was asked a similar set of questions. He went into even more detail than had Hampton, for he recounted a visit paid by himself and Serjeant Bramthwaite (probably Richard Branthwaite, who had that office and was also an Oxford purchaser) and some others, all appointed by the earl to go to Castle Hedingham

and look for his evidences. When they found them they were to deliver them to Thomas Skinner and Roger Townshend, again, all purchasers. Amyce's evidence is convincing enough. He said that all the men searched, one assumes in a muniment room, and that he found, "lying under foot among the dust divers writings concerning the office of great chamberlain of England..."<sup>96</sup> He then reported this to the earl who told him to keep the documents in his own custody, which he did until the earl commanded him to deliver them to Thomas Hampton, whom, he thought, took them on to Lord Burghley.<sup>97</sup>

It seems strange that Hampton should not remember having the documents delivered to him and then transferring them to Lord Burghley. Confusion is further confounded by the evidence of Harlackenden, the only other deposition to survive, those of Hubert, Beeston and Bleake being frustratingly lost. The parchment containing Harlackenden's deposition is slightly damaged, but not sufficiently to erase the sense. He acknowledged that he had some evidences in his possession concerning the estates he had purchased from the earl of Oxford but, as he did not keep all his documents in one place, he could not say exactly where they were, but he thought that he did have something appertaining to the office of lord great chamberlain. He was quite willing at any time to deliver this up, provided he received a receipt.<sup>98</sup> It is difficult to see how he was going to manage this, given that he had admitted that he did not know exactly where his important papers were. Sadly, no more is known of this lawsuit, or whether the documents were ever produced. That he did have some papers not belonging to him is confirmed by his own evidence in a lawsuit he instigated against John Bowser in 1594.<sup>99</sup> In the course of this he attested that as a result of his purchase of Colne Priory "there came into his hands... divers deeds and evidences about it and other lands and tenements which belonged to the earl of Oxford." Whether there was anything among these pertaining to the lord great chamberlainship we shall probably never know.

There were some proceedings between Harlackenden and a Samuel Cockerell in November 1597, which were considered at the time to pertain to the lawsuits between Harlackenden and de Vere. Because missing documents are mentioned the issues may also have touched on the evidence for the office of lord great chamberlain. A plea was made to Sir Thomas Egerton by Harlackenden alleging that Cockerell, whose father had been steward to the sixteenth earl, had inherited many documents relating to the manors of Earls Colne and Colne Priory. These documents now rightly belonged to Harlackenden and he wanted them. Moreover, Cockerell had not only shown portions of documents to tenants, he had given them relevant copies of extracts. Harlackenden declared that "controversies and debates have grown and risen"<sup>100</sup> and he requested a *sub-poena* commanding Cockerell to produce these documents. In January 1598 Cockerell agreed that he had the documents referred to and mentioned the simultaneous suit between Harlackenden and Lord Edward. He deposed that because of certain "sinister practices"<sup>101</sup> of Harlackenden and also because of the lawsuit he had been warned by one of the earl's servants not



to deliver to court any documents at that stage; he blamed this servant for giving copies to tenants. Now this evidence from Harlackenden, that Cockerell had many of his documents, is at odds with the deposition that he made over the issue of the lord great chamberlain because he had then said that although he kept his evidences in different places he was prepared to produce them if the court wished. It is possible that the lawsuit with Cockerell was instigated because the court did so wish and he was unwilling to comply. Cockerell was ordered to deliver the documents to court and on November 8 he accordingly did so “in a black buckram bag sealed with a seal engraved with a chevron and three cockerells heads in an escutcheon...”.<sup>102</sup> It is unfortunate that this bag has not yet been found, as without further knowledge of the lawsuits it is not possible to even guess at what the bag contained.

This was not the only litigation in which Harlackenden’s probity was called into question. The deteriorating relationship between Lord Edward and Roger Harlackenden during the whole decade of the 1590s is reflected in various proceedings, some of which refer to the Oxford/Harlackenden suit, whose genesis was the village of Earls Colne. One of the most damning, most complicated and long-lasting (well into the second generations of both litigants’ families) was the complaint of Rose Partridge against Roger Harlackenden. The issue is too long and complex to analyse here but her claim was that an entry in the court rolls of the manor of Earls Colne in 1589 was a forgery; it was a very serious charge, for it challenged Roger Harlackenden’s conduct of his court, his ethics and effectively claimed that his witnesses had committed perjury. The proceedings were long and protracted and outlasted Roger’s life so that Richard had again to answer on his father’s behalf. Because she needed to cast as much doubt as possible on Harlackenden’s probity she called witnesses to attest to other examples of false entries in the rolls, producing her own copy of the court roll entry to prove that it differed from the official one and thus support her specific charge. Witnesses were asked about the authenticity of signatures in the copy and there was some difference of opinion between them. When she first accused Harlackenden, Rose, a widow of very robust character, told him, “now you have gotten Naboth’s vineyard”.<sup>103</sup> In reply to a question about other forgeries there was some evidence in Rose’s favour, particularly from Robert Parker who detailed a forgery affecting himself. He claimed that the first part of the relevant entry was correct but that the following section concerning his surrender was false. He said that at a later court William Wiseman, the then steward, on discovering the forgery was “very much grieved thereat and to pity the case and taking Robert Parker by the hand said ‘alas poor man I am sorry for thee, thou art nearly cheated and cosined of thy land’”<sup>104</sup>.

As if this evidence were not damning enough reference was now made to a previous suit between Richard Harlackenden and Henry Abbott concerning rights to cut down trees on copyhold land. This had been heard at the Court of Common Pleas where Harlackenden had been ordered to produce relevant court rolls. Abbot, Ives and Parker now gave positive evidence for Rose of the

proceedings at this trial at which the judge “viewed and perused [the court rolls] and when he had considered of them he cast them away and said that the rolls were nought and nothing worth, utterly disallowing of them”<sup>105</sup>.

Simon Ive then deposed that he had been present at an earlier suit between Richard Harlackenden and Henry Abbott when Abbott had been sued for trespass. The judge had examined court rolls of the manor of Earls Colne and had “espied a rasure or interlining” and had said that it was not fit that Harlackenden should keep the court rolls himself, but “some honest learned steward being a man of worth and credit...”.<sup>106</sup> All in all this evidence illustrates that there had been some corruption and collusion in the keeping of the court rolls and that this had certainly become the subject of much gossip and unease in Earls Colne.

The dissipation of the Oxford estates in Essex and, particularly, in the village of Earls Colne was one event in a long line of upsetting issues for the villagers during the sixteenth century. First had come the reformation and the dissolution of their local Priory, followed by the counter-reformation and then the change of lord of the manor from the earls of Oxford to Lord Leicester, during Lord Edward’s minority. Although from a twentieth-century viewpoint this may seem a small matter, in the sixteenth century the local lord of the manor and particularly his court, had a great impact on the life of the village. It was extremely important that the courts and the records were carefully and honestly kept, because these records were the only title to their land that copyholders and lease-holders had. Now the Oxford family had been lords of the manor ‘time out of mind’; they were ‘known’ and generally trusted. Their stewards and bailiffs were local men, usually from successive generations of the same families; they knew that it was in everyone’s interest to have clear, honest records, with as few disputes as possible, because these were expensive and time-consuming. Then, in the 1580s, following all the upsets of the previous fifty years, there came a new landowner, Harlackenden, who probably was seen by villagers as a stranger and an upstart. To begin with, he was not of the Oxford family and not noble; although gentry, his antecedents were little known in the locality, hence the concern over Jane Kelton’s marriage. Moreover, he was of the puritan persuasion and was several times presented to the church court for non-appearance at church services. No wonder there was gossip and concern about his record-keeping and the probity of his local courts. The villagers now had a remedy for perceived abuse of local power, however, in access to the Queen’s courts. They could sue Harlackenden and sue him they did although, as in Rose Partridge’s case, she was illiterate and unprotected. The events in Earls Colne are a perfect example of the questioning of authority that was taking place at the end of the sixteenth century, something that Bacon described as the ‘strife of two tides’.

It is difficult to ascertain exactly what the earl hoped to achieve by his lawsuit. He was trained in the law, so he would have known the possibilities. The best outcome for him would have been a return to the *status quo* prior to

the sale of Colne Priory, but this would not have been possible without a similar return of the money received. Harlackenden seems to have offered to re-sell; he was perfectly safe as he knew that the earl did not have the necessary resources. Lord Edward was also aware of this and it is for this reason that his initiation of proceedings seems to have been badly advised. Even had Harlackenden been proved totally untrustworthy (as he partially was) he would not have been forced out of Colne Priory for nothing. The suit was a civil one between two individuals and not comparable to charges of treason, for example, where the estates and chattels of those found guilty were forfeit to the crown. The dispute also came at a bad time for Lord Edward. He was fighting several other issues, he was deeply in debt, his lands were being extended by the crown for non-payment of fines many years old. It is no wonder that he took a young, rich, second wife. In spite of her injection of capital into the Oxford household the earl himself continued his decline, divesting himself of virtually all his estates and dying, intestate<sup>107</sup>, owning property worth about £20 annually. The only advantage that the Oxfords received from the suit was the retention of tithes, which they still received at the earl's death and beyond. Harlackenden, in contrast, does not appear to have suffered at all by his mauling in the courts, even while it was continuing. As steward, he seems not to have raised rents for his employer; in this respect we could say that he was guilty of a sin of omission. The court certainly ruled that he was guilty of at least sharp practice by his actions over the sale of Colne Priory but this does not seem to have affected his life. Indeed, Lord Burghley took Harlackenden under his wing and appointed him steward of the Hedingham manor, a responsible and prestigious position.<sup>108</sup> Indeed, it is even possible that the letter to the court of wards in which he vindicated his actions was actually suggested by the wily Burghley, to acquaint others with the facts. He continued to act as a Justice of the Peace on the Essex bench so his probity was not questioned nationally. That Burghley was his patron is obvious from a letter written by him to support Harlackenden in a dispute with the county over the repair of Colne bridge.<sup>109</sup> Descendants of the family retained Colne Priory over the next hundred years.

We have looked briefly at the office of lord great chamberlain. Lord Edward retained this office during his lifetime but there was a dispute between Robert, nineteenth earl of Oxford and Lord Willoughby d'Eresby, the son of Lord Edward's sister, Mary. The judge at the hearing made a pronouncement which could be taken as an epitaph on Lord Edward, whose sad dissipation of his estates heralded the downfall of his line:

“time hath his revolutions; there must be a period and an end to all things temporal ... an end of names and dignities and whatever is terrene, and why not of De Vere? And yet let the name and dignity of De Vere stand so long as it pleaseth God.”<sup>110</sup>

## Abbreviations

- B.L. British Library  
P.R.O. Public Record Office, Kew.  
E.R.O. Essex Record Office, Chelmsford and Colchester.

## Glossary

**Advowson:** the right of presentation (of a vicar) to a benefice or living (of a church).

**Bill of Complaint:** A petition addressed to the Lord Chancellor by plaintiff requesting grant of a subpoena; the first pleading of his case.

**Bill of Revivor:** A petition to revive a suit which had expired because of the death of a party or some other eventuality.

**Copyholder:** Tenant of land holding it by copy of the local manor court roll. (The lord of the manor held one copy, the tenant another; this was the right by which the tenant held the land). The copy could be produced in court as evidence of title.

**Dedimus potestatem:** A commission authorizing persons to perform official acts, notably with respect to taking the defendant's answer and conducting examinations away from London and its environs.

**Depositions:** The testimony of a witness on oath, taken down in secrecy before an Examiner or commissioners under *dedimus potestatem*, in response to written interrogatories.

**Exemplification:** Certified and official copy of a document.

**Foot of fine:** The foot of fine was, literally, the foot, or bottom of the tripartite indenture detailing a sale of land. There is some divergence of opinion on it always being a copy of the final accord, or agreement, to the sale.

**Improper tithes:** Tithes placed in lay hands.

**Indenture:** The legal record of a transaction; a tripartite indenture was a three-part document. The record was copied three times; two copies were made side by side and the third across the bottom of the parchment. The

document was then cut into three with each party holding a copy and the third remaining as the court record.

**Interrogatories:** Written questions to elicit testimony put to witnesses and answered by depositions.

**Knight service:** The feudal system whereby nobles gave service to the monarch for 40 days a year in the field in return for a grant of land(s). This was also not confined to nobles, as they, in turn, granted land by knight service to their servants. By the 16th century most knight service had been commuted to sums of money. It was this system that gave rise to wardship, hence wardship only arose where land was held by knight service.

**Leaseholder:** Tenant holding land from the owner by virtue of a legal lease, for a number of years, often 21, or for a term of lives (usually 3 lives).

**Plea:** Introduction by a defendant of a point of law which was not evident from the contents of the bill of complaint but which, if established, meant that the defendant need not answer the bill.

**Publication:** That stage in proceedings, before a hearing, when all depositions of witnesses on both sides in a Chancery suit were open for perusal and copies by the parties.

**Rejoinder:** Second pleading of a defendant's case and made in response to the plaintiff's replication.

**Replication:** Second pleading of a plaintiff's case and made in response to the defendant's answer.

**Reversion of a lease:** That part of an estate which remains after the determination of the estate and which falls into the possession of the original grantor or his representative.

**Subpoena:** Initial process of Chancery requiring under pain that the defendant appear.

**To extend an estate:** To take possession of by writ of extension; to levy upon. Also valued; seized upon and held in satisfaction of a debt.

**Wardship:** The system whereby a minor heir was in the care of a guardian until he reached the age of 21. The guardian looked after the estates and could arrange the marriage of the heir. Wardships were bought and sold; the

court of wards and liveries oversaw the general administration and the welfare of wards. The system was not confined to nobles but ran throughout society.

Source: Jones, W.J., *The Elizabethan Court of Chancery*, Oxford, 1967, p.499 and the Shorter O.E.D.

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### Endnotes

- 1 Robin Hood's Pennyworth meant selling something at half its value. (Brewer's *Dictionary of Phrase and Fable*).
- 2 Ward, B.M., *The Seventeenth Earl of Oxford 1550–1604 from contemporary documents*, London, 1928.
- 3 The former Sir William Cecil, elevated as Baron Burghley in 1571.
- 4 BL Lansdowne MSS 68, ff.23–28.
- 5 BL Harleian MSS 6991, ff. 9–10.
- 6 Hale, 1971:pp. 30–31.
- 7 I am grateful to Prof. Alan Macfarlane of King's College, Cambridge, for this description of Westminster Hall and for that of Earls Colne, which follows.
- 8 E.R.O. D/DPr 110.
- 9 Morant, P. *The History and Antiquities of the County of Essex*, vols I

- and II, London, 1763–68,  
quoting Dugdale, vol. I, p. 213.
- 10 *Ibid.*
- 11 The Rev. Philip Morant, who wrote a history of Essex in the mid-eighteenth century. He was a cleric and antiquarian, typical of several of his age.
- 12 Patent 28, Henry VIII.
- 13 P.R.O. SP 12/31. This was not deducted from the demand for three years' rent made in February, 1566 to Robert Christmas, of £198. (SP 15/13).
- 14 Knight service implied the liability of the grantee to serve the monarch (or the local lord, in the case of non-nobles) for forty days in the field; in many cases it had already been compounded to a sum of money. The system permeated society but in the case of a noble minor, the guardian was the sovereign. Other, less important, minors had their guardianship sold for revenue by the crown and such guardianships were eagerly competed for. One of the advantages was the right to nominate the marriage partner of the heir; very often the guardian married him or her off to his own child or close relative.
- 15 Lord Burghley's 'school' at Cecil House in London, was well-known and eagerly sought-after by young nobles for the excellence of its education.
- 16 P.R.O. WARD 8/13, ff. 506–21, October, 1563. Gwyneth Bowen mentioned the grant to Leicester in 'What Happened at Hedingham and Earls Colne?' in *Shakespeare Authorship Review*, 1970, but she had not seen other relevant documents, as discussed in this article, and did not know that Colne Priory had been extended. She also appears not to have read the whole of the document grant – the sum to be returned to the crown appears on the final page – and she thought that Leicester retained the whole sum.
- 17 P.R.O. C22 ElizI/B22/18.
- 18 P.R.O. C66/1090/3159 (Lat.).
- 19 An extension of land meant that the estate was taken back into crown hands for non-payment of debt. It could then be leased to others. Creditors could request extents after court proceedings.
- 20 There are references to Colne Priory being extended and encumbered with Lord Edward's debts in the lawsuits.
- 21 MacCaffrey, W.T., 'England, the Crown and the New Aristocracy, 1540–1600', in *Past and Present*, 1965.
- 22 Morant, vol. I, p. 211.
- 23 *Ibid*, p. 211, footnote O.
- 24 E.R.O. Temp.Acc.897.
- 25 Roger married Jane Kelton in 1580 (P.R.O.C3/273/36) so he was in

- the area before that date.
- 26 E.R.O. D/DPr 175.
- 27 P.R.O. C24/244 pt 2.
- 28 E.R.O. D/DPr 176.
- 29 E.R.O. D/DPr 177.
- 30 Feet of Fines for Essex.
- 31 E.R.O. D/DPr 178.
- 32 E.R.O. D/DRg 2/28.
- 33 E.R.O. D/DPr 179.
- 34 E.R.O. D/DPr 260.
- 35 E.R.O. D/DPr 161.
- 36 E.R.O. D/DPr 180
- 37 Lansdowne MSS 77, f. 198.
- 38 When the 15th earl was granted Colne Priory the grant included all lands owned by the Priory.
- 39 E.R.O. D/DPr 162.
- 40 E.R.O. D/DPr 180.
- 41 Feet of Fines for Essex.
- 42 Kissock, J., 'Medieval Feet of Fines: a study of their uses with a catalogue of published sources', in *The Local Historian*, vol. 24 (2), 1994.
- 43 E.R.O. D/DPr 143.
- 44 *Ibid.*
- 45 *Ibid.*
- 46 *Ibid.*
- 47 *Ibid.*
- 48 *Ibid.*
- 49 *Ibid.*
- 50 E.R.O. D/DPr 168.
- 51 Lockwood, H.H., 'Those Greedy Hunters after Concealed Lands'.
- 52 E.R.O. D/DPr 143.
- 53 Margaret died a lunatic.
- 54 P.R.O. C78/104/17.
- 55 This is probably the Lewen to whom various references are made in the earl's correspondence, where he appears to have been acting in some unspecified capacity to Lord Edward.
- 56 P.R.O. C78/104/17.
- 57 *Ibid.*
- 58 PRO C33/87.
- 59 P.R.O. C24/239/46.
- 60 Huntington Library EL 5871 & 5872; I am grateful to Dr Alan Nelson for alerting me to the existence of these records.
- 61 PRO C24/239/46.
- 62 *Ibid.*



- 63     *Ibid.*
- 64     Feet of Fines for Essex.
- 65     PRO C24/239/46.
- 66     *Ibid.*
- 67     *Ibid.*
- 68     B.L. Lansdowne MSS 77, f.198.
- 69     Lord Edward made bonds or guarantees of £6,000 each with his uncle and a friend against non-payment of his crown debt. Because he was defaulting on the crown debt these bonds were likely to be called in by the crown; purchasers of Oxford lands were afraid that these debts would also be added to the original debts of Lord Edward and that they would be liable.
- 70     Coke, E., *Reports*, vol. II.
- 71     PRO C33/95 'A' Book.
- 72     *Ibid.*
- 73     *Ibid.*
- 74     PRO C33/97/'A' Book.
- 75     *Ibid.*
- 76     PRO C24/275 p. 77.
- 77     *Ibid.*
- 78     PRO C24/275 p 77.
- 79     *Ibid.*
- 80     *Ibid.*
- 81     BL Lansdowne 68, ff 3–28.
- 82     According to the Feet of Fines two quite different men combined in the purchase of Ingledsthorpe. Morant says something similar, but the names of the two men are different. It is probable that this was how the sale had been effected for Drawater, via other hands.
- 83     P.R.O. C74/275.
- 84     PRO C33/95/'A' Book.
- 85     *Ibid.*
- 86     This was Sir Thomas Egerton, later Lord Ellesmere. At this time he was Lord Keeper, becoming Lord Chancellor in July 1603.
- 87     PRO C33/95/'A' Book.
- 88     PRO C2Jas10.1/58.
- 89     *Ibid.*
- 90     E.R.O, D/DPr 143.
- 91     P.R.O. C2/JasIO1/58.
- 92     PRO C2 Chas/H14/1.
- 93     Even Hugh Beeston benefitted to a certain extent because he was granted, with Robert Cecil, the lands of the attainted Edward Johnes, ostensibly for Lord Edward. The earl was requesting this, but also requested that Beeston and Cecil should have the actual grant in their names because otherwise the earl's debtors would extend the estates.

- No doubt Beeston and Cecil were rewarded for their help by receiving the income following Lord Edward's death.
- 94 P.R.O.SP 12/37, f. 186 (68).
- 95 P.R.O. C24/277 pt 1.
- 96 *Ibid.*
- 97 *Ibid.*
- 98 *Ibid.*
- 99 P.R.O. C3/242/4.
- 100 PRO C2 Eliz/H23/26.
- 101 PRO C2Eliz/H23/26.
- 102 PRO C33/96 'B' Book.
- 103 A reference to the Old Testament whereby property was acquired by murder. *Kings* 21.
- 104 PRO C24/297 pt. 2.
- 105 PRO C21 R25/10.
- 106 PRO C24/297 pt 2.
- 107 There is a lawsuit extant in which a deposer refers to Lord Edward as dying intestate. (P.R.O. REQ2 388/28; 1610).
- 108 B.L. Lansdowne 77, f.198.
- 109 E.R.O. Q/SR141/3.
- 110 Page, W. and Round, J.H. (eds) *Victoria County History: Essex*, London, 1907, pp. 552/3.

# An Alternative Theory of the Oxford Cover-Up

Richard Lester

If the Earl of Oxford was actually the writer William Shakespeare, he was obviously using the name as a cover. But also, judging by the allusions to Stratford and the Avon in the *First Folio*, his cover included, to some extent, the person of William Shakspeare of Stratford. Most Oxfordian writers seem to accept what might be called the stand-in theory, according to which Oxford was obliged to let his poems and plays be credited to Shakspeare while he stayed in the background to avoid the social stigma (for a noble) of being a published writer. But in addition, according to the more explicit descriptions of this theory, Shakspeare was bribed to make himself scarce, so that, as Ogburn put it, “his glaring disqualifications for the role of the dramatist would not queer the game.”<sup>1</sup>

The main rationale for the stand-in theory, other than the *First Folio* allusions, is that a pseudonym alone would not have been sufficient to hide Oxford. Ogburn stated it this way: “Unless there were someone to point to, a stand-in for the author, the pseudonym was bound to be penetrated. There had to be a William Shakespeare in the flesh, somewhere.”<sup>2</sup>

However, there are some arguments against this theory which seem serious enough to suggest there must be a better way to explain the cover-up of the Earl of Oxford. First, it’s not clear how a stand-in who isn’t there can be an effective stand-in. Those who knew little about either Oxford or William of Stratford might readily accept the latter as the writer even if he weren’t around.

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*This is Richard Lester’s third appearance in The Elizabethan Review. He formerly was assistant director of historical analysis of the U.S. Army’s Concepts Analysis Agency.*

But the stand-in scheme was presumably aimed at the opinion-makers of London, both present and future, the very people most likely to know about Oxford and the theater, and most likely to ask embarrassing questions about this absent "Shakespeare".

Then, in order to claim that he wasn't there, the theory must explain away the later references to "Shakespeare" as an actor and company member. The March 1595 payment record to Will Kempe, Will Shakespeare, and Richard Burbage for two plays before her Majesty on St. Stephens Day and Innocents Day is discounted by some Oxfordians with the supposition that the widow of Thomas Heneage, who had been treasurer of the Chamber, simply added Shakespeare's name to her records in order to help account for missing funds.<sup>3</sup> But this couldn't have worked because the payment was at the usual rate per play, not per actor. Also, some writers discount this record by referring to evidence that it was the Admiral's Men who played at Greenwich on Innocents Day, and the Chamberlain's Men played at Gray's Inn. This may have been just a mistake, as some writers have said, or it's possible that the Chamberlain's Men gave two performances on that day in different places. At any rate, this reference to Shakespeare as representing the Chamberlain's Men in person can't be so easily dismissed.

If William of Stratford wasn't in London, the appearance of "Shakespeare" in the 1598 and 1603 cast lists given in Jonson's 1616 *Folio* has to be explained as Jonson slipping the name in as part of the cover-up. Similarly, the Globe "occupation" reference in 1599 and the King's Men references in 1603, 1604, and 1605 must have been arranged by the "cover-up" group - that is, if we're to believe the stand-in theory with Shakspeare being absent.

But perhaps Shakspeare wasn't absent all the time. He could have been called back on certain occasions to lend credibility to his role. This too would have to be arranged, since the Chamberlain's Men and the King's Men would not otherwise accept Shakspeare unless he had been around long enough, at some time or other, to become a proven actor and reliable business partner. There doesn't seem to be any definite evidence to support that, given the paucity of references to Shakespeare as an actor, and the fact that none of the later theater references identify him as being from Stratford. Then, to the extent that he was in London and accessible, his disqualifications would, according to the theory, give away the game.

Some adherents of the "stand-in" theory believe that the Stratford man was an actor and member of the company all along, in which case there wouldn't be a problem with his prolonged absence. Aside from his disqualifications for the stand-in role and the lack of evidence of any sustained acting career, there is the problem of the real author necessarily often being present. Writing plays in Elizabethan England involved considerable interaction between the playwright and the company of actors; plays were often tailored for a particular group, and roles were designed for particular actors. Oxford lived close to The

Theater and it's very unlikely that he, as the playwright for a company of players, would have stayed in the background. It's also very unlikely that both he and his stand-in could have worked at the same time with the same company without the cover-up quickly becoming the joke of the theater world.

Perhaps the strongest argument against the stand-in theory is simply that Oxford would not have tolerated it. Everything we know about him contradicts the idea that he would allow someone he considered a "clown" and "arrant knave" to get credit for his plays and poems. Consider for a moment what we know about Oxford's character and opinions. He was proud, daring, and determined to have his way. He risked his life trying to save the Duke of Norfolk. He separated from his wife because of dishonoring rumours. He stood up to Lord Burghley about his agents spying on him, and threatened him with actions "that I have not yet thought of". He dared to accuse very influential people of plotting against the Queen even though it meant assuming great personal risk. Finally, he was willing to sell almost all of his land in order, apparently, to achieve his literary and theatrical goals.

He also had a marked aristocratic point of view and a corresponding intolerance of upstarts. There's his famous insult to Philip Sidney at the royal tennis court, his apparent caricature of Christopher Hatton in *Twelfth Night*, and his well-known "when Jacks start up" comment to the Queen about the Earl of Essex immediately after the latter's execution.

As for pride in what he did, note his striving to excel throughout his life, and also to be recognized for it: in tournaments, in dancing, in the way he dressed, in his upstaging of others at Court with his "railing", and even his unorthodox identification of himself as the author of some of his early poems.

Finally, he had a particularly refined sense of honor, even for his class and period, judging by a portrayal of Oxford in George Chapman's *Revenge of Bussy d'Ambois* of 1613. Clermont, one of the characters, met Oxford returning from Italy:

"And 'twas the Earl of Oxford; and being offer'd  
At that time, by Duke Cassimere, the view  
Of his right royal army then in field,  
Refused it, and no foot was moved to stir  
Out of his own free fore-determined course;  
I, wondering at it, ask'd for it his reason,  
It being an offer so much for his honour.  
He, all acknowledging, said, 'twas not fit  
To take those honours that one cannot [return]...  
[He] had rather make away his whole estate  
In things that cross'd the vulgar, than he would  
Be frozen up stiff, like a Sir John Smith,  
His countryman, in common nobles' fashions;

Affecting, as the end of noblesse were  
Those servile observations.”

In sum, not only would the stand-in scheme probably not work, but everything we know about Oxford indicates he wouldn't accept the personal affront implied by the Stratford man being his stand-in.

I will present an alternative theory that precludes the anomalies described above, presents a logical and coherent story of the cover-up, and is consistent with everything we know about Oxford, Shakespeare the writer, and Shakspere of Stratford. This theory is based on, among other things, evidence that Shakspere was bribed to retire,<sup>4</sup> that he never again had anything to do with the theater, that Oxford himself was the “Shakespeare” referred to in 1595 and later in connection with the theater,<sup>5</sup> and that the name was kept alive after Oxford's death in preparation for the *First Folio* cover-up. Only then was Shakspere of Stratford's identity used as a cover, and even then only in a very ambiguous way.

First, consider the bribe. No other plausible source for his sudden wealth in the mid-1590s has been found in all the years of research devoted to his life.<sup>6</sup> Some writers have said it was to get him out of the way, which makes sense in view of the few identifiable traces he left in London, as will be shown later, and the many he left in Stratford. But I submit that it was not because he was to be an absent living pseudonym, but because he had allowed himself to be taken as, or was actively posturing as, the author of Oxford's plays in the late 1580s and early 1590s, thereby threatening Oxford's reputation and plans. The main evidence for this are the allusions to Shakspere of Stratford in *As You Like It* (V,i), *2 Henry IV* (V,i), and *Taming of the Shrew* (Ind.).<sup>7</sup> These passages, clearly too specific and too linked to be imagination or coincidence, make no sense at all if they're not about William of Stratford. And why would Oxford chide and ridicule him in these very particular ways if not because of his name?<sup>8</sup>

Next, the references to “Shakespeare” as an actor and company member. The first of these is the March 1595 payment record discussed earlier. It was quite unusual for two lead actors plus a third person to receive payment for the company. Normally, the payee was a single lesser member, but sometimes with a second one present. So this record suggests that it was a special occasion - and indeed it was. One of the plays mentioned was the first appearance of the Chamberlain's Men at Court, and both were part of the Christmas Revels, the “Gesta Grayorum”, said to be the most famous of all such revels. It lasted from December 20, 1594, to Twelfth Night on January 5, 1595, with other events on Candlemas and Mardi Gras. Given the lack of evidence that Shakspere was an actor earlier (only *Groatsworth*), and not even as a member of the Chamberlain's Men when they were given a patent six months before the plays in question, one wonders how he could possibly have had a prominent position in this celebra-

tion. It's far more likely that this representative of the company was Oxford using his theater pseudonym. Oxford was an alumnus of Gray's Inn, and quite appropriate for the theater part of the *Gesta Grayorum*, given he was a leading playwright,<sup>9</sup> a patron of players, and an actor at least once before. Another factor to consider is the likelihood that Oxford, a good friend of Henry Carey, the Lord Chamberlain who was usually occupied with military affairs near Scotland as the Warden of the East Marches, had effectively become the patron of the Chamberlain's players.

What seems to be an allusion to Oxford in this role at the *Gesta Grayorum* is quoted by Chambers in his description of one of the ceremonies at the court of the Prince of Purpoole: "On 30 December an indictment was preferred against a supposed sorcerer, containing a charge 'that he had foisted a company of base and common fellows to make up our disorders with a play of errors and confusions; and that that night had gained to us discredit, and itself a nickname of Errors.'"<sup>10</sup> This is, of course, in the mock serious vein of the Court of Purpool, and the play was *The Comedy of Errors*, performed by the Chamberlain's Men two days before. One wonders who this "sorcerer" could have been if not Oxford. Certainly not the 70 year old Carey. Nor does it seem very plausible that one of the Burbages arranged this appearance at Gray's Inn. The "sorcerer" would have been "one of their own".

But why would Oxford himself appear as one of the payees for the company even if he were the company's patron? One can ask the same question about the company's two well-known leading actors, Burbage and Kempe. Their presence as payees wasn't normal either. The record doesn't say, but there was probably more to this appearance than just collecting money; it was a formal recognition of participation in the Christmas Revels, as was, in fact, given to other participants.

Shakspeare of Stratford has generally been taken as this "Shakespeare" of 1594-5, as well as the "Shakespeare" of later acting company references, because it was assumed Oxford would never have been a member of a company of actors, or even be that closely involved with them. But is this really a good assumption? It's certainly true, in general, that English nobles did not join acting companies, and most would have been horrified at the idea. Was Oxford different? Would he have condescended to that sort of thing?

Clearly, he was not a conventional noble. In particular, he wrote plays that found their way onto the public stage. But that must not have been all that shameful if Francis Meres could cite Oxford by name in *Palladis Tamia* as one of the best for comedies. Meres was certainly not the sort to be revealing disgraceful secrets about living Earls. But being a company member, being on the stage, and living (part time) the playwright's and actor's rather bohemian life was clearly beyond the pale. The allusions in the verses of John Davies of Hereford indicate he did some acting, and these were probably cautiously minimizing the extent. The allusions of Thomas Nashe in 1592 do more than

cautiously indicate his bohemian life style. He joked about him as “a good fellow” and “Alderman of the Stillyard”, a pub in the East End. Much earlier, Lord Burghley, in a letter to the Secretary of State, referred to Oxford’s “lewd friends”, and that too was no doubt just a hint of Oxford’s other life. So he had already condescended, if that’s really the right word. At times Oxford recognized it as shameful for his more proper life, but his theater work always seemed to prevail.

Ignoring the rules of his class in favor of his theater life probably goes back to his experience in Italy in 1575-76. He was apparently very impressed by their *Commedia dell’Arte*. Many of Oxford’s plays are known for the technique, spirit, and even scenarios of this kind of theater. His attendance at plays while in Italy was so frequent and active, that he was cited quite familiarly in a 17th century Italian book on their theater.<sup>11</sup>

At the time Oxford was in Venice, the company performing there was *Il Comici Gelosi*, called the greatest of all the *Commedia dell’Arte* companies. Their director and scenarist, as well as one of their actors, was Flaminio Scala, a noble who used the pseudonym “Flavio”.<sup>12</sup> It would be very surprising if Oxford didn’t meet Scala in Venice and learn all about the company’s experience and practices.

Scala was not the only Italian noble who acted and directed. The reputed originator of the *Commedie dell’arte*, Angelo Beolco, was also a noble. He used the pseudonym “Ruzzante”. Another was Adriano Valerini, a noble from Verona as well as an actor with the *Gelosi* at the time of Oxford’s visit, and later the director of a company of actors in Milan. Venice must have been a great inspiration for someone of Oxford’s talent and inclinations, and it’s easy to imagine his wanting to apply what he had learned back in London, regardless of the narrow-mindedness of the Puritans and the traditional prejudices of the nobility.

Thus, there are good reasons for believing that Oxford would have “condescended” to be not only the “Shakespeare” of the 1595 payment record, but also the “Shakespeare” referred to later as a member of the Chamberlain’s Men and the King’s Men, as well as one of the holders of Globe and Blackfriars shares.

To anticipate an objection to the preceding, I should point out that around 1600 Oxford formed a company of his own again, which later combined with a company belonging to the Earl of Worcester. This combined group was authorized, at Oxford’s request to the Queen, to play at the Boar’s Head as London’s third approved company. Then, after King James arrived in 1603, they came under Queen Anne’s sponsorship, and “Shakespeare” appeared in records as a member of the King’s Men. So it would appear that Oxford couldn’t have been a member of the Chamberlain’s Men since he wouldn’t write for and manage one company while organizing and sponsoring another during these three years. Therefore, he must have left the Chamberlain’s Men in about 1599.



If this is really what happened, there should be some plausible reasons for it, as well as evidence that it happened. The reasons are not the sort of thing that would appear in public records or even in letters. Perhaps Oxford and Burbage had a falling-out about who was going to run the Globe and the Chamberlain's Men, and the Lord Chamberlain, George Carey (Henry's son) didn't support Oxford. It's not difficult to rationalize the first part of this. The Burbages considered the Globe as their own, a family enterprise, only reluctantly shared with others, etc. Also, Richard was known to have a quick temper. On the other hand, Oxford no doubt had his own ideas about how a theater should be run, and he certainly could be impatient and impetuous.<sup>13</sup>

That Carey didn't support Oxford is also plausible judging by what Oxford wrote to Robert Cecil in 1601: "In the beginning of my suit to her Majesty I was doubtful to enter thereunto for...the doubt I had of the Careys." The suit started in March 1601, and Oxford was speaking of difficulties he had with them before that. Perhaps they started as far back as 1596 when George Carey opposed the Chamberlain's men's use of Blackfriars as a playhouse, even though he was, at least nominally, their patron.

But the cause doesn't matter so much as whether "Shakespeare" actually did leave the Chamberlain's Men. There seems to be good evidence for it:

1. William Kempe, Christopher Beeston, and John Duke left the Chamberlain's Men in 1599 and went to the Oxford-Worcester company. Thomas Pope was in the Jonson play performed by the Chamberlain's Men in 1599 and then he too left the company. These departures just when the Globe was starting its famous life are very odd, and suggest that more was going on than just the move to the Globe.

2. "Shakespeare" was listed with the Chamberlain's Men in Jonson's *Every Man in his Humour* in 1598 (according to Jonson's folio of 1616) but not in his *Every Man out of his Humour* in 1599. This could be just a matter of convenience, but it could also be because he was no longer there.

3. There was a flurry of registrations and publications of Shakespeare's plays in 1600, which might be explained as the company staking claim to the plays of their playwright who had left in 1599, a year of very few registrations.

4. *Much Ado*, *Henry V*, and *As You Like It* were "stayed" without approval in the Stationers Company in August 1600, presumably by someone objecting to their registration. *Much Ado* was registered later that month, but *Henry V* was pirated and published without registration, and *As You Like It* had to wait for the *First Folio*.

5. The risky 1601 performance of *Richard II* at the request of several of the Essex coup plotters suggests that Oxford (who would have known better) wasn't with them. The plotters negotiated only with Augustine Phillips and some unnamed other actors.

6. A Vice-Chamberlain was appointed in Feb 1601 after 6 years without one, and that 6-year period had been when the Lord Chamberlain himself was

seemingly too busy for theater affairs. This suggests that someone who had been looking after them was no longer there. Given the usual slowness of appointments, the need had probably arisen in late 1599.

7. The “Parnassus Plays” at Cambridge in 1599-1601 depicted Richard Burbage and Will Kempe as searching for a scholar to write for them, which makes sense only if “Shakespeare”, their in-house playwright, had left. And Burbage’s reference to him as “our fellow Shakespeare” is not, in the context, inconsistent with this.

8. 1602 is the only year of the “Shakespeare” period in which the records of the Treasurer of the Chamber contain no entry of payments made to the Lord Chamberlain’s company. Apparently the company had suspended official operations.

Thus the hypothesis of Oxford leaving the Chamberlain’s Men at this time is about as well supported as could be expected for this kind of event.

Now back to the track of logic about Oxford being the “Shakespeare” in the later theater references. The likelihood of this, which has been argued above, isn’t quite sufficient: It’s also necessary to show that it’s very unlikely that William of Stratford would have been this later Shakespeare. First, recall the evidence for “Shakespeare” being a company member and theater investor:

- He acted in two of Ben Jonson’s plays put on by the Chamberlain’s Men in 1598 and 1603, according to Jonson’s *Folio* of 1616.

- He was named as being “in occupation” of the Globe theater in 1599, along with “et aliorum”, not named.

- He was identified as one of the sharers in the Globe theater in 1599, and in the Blackfriars lease in 1608, according to 1619 and 1635 testimony.

- He was officially listed as a member of the King’s Men in 1603 and 1604.

- He was named as one of the King’s Men in the will of Augustine Phillips, which was dated May 4, 1605.

If one assumes Shakspeare was brought back from retirement to be these later “Shakespeares”, a number of unanswerable questions arise:

- Why bring him back since the same reasons for bribing him to leave were still there. In particular, Oxford wouldn’t tolerate him now any more than before.

Why only two performances before retiring from the stage again?

Why did the Stratford man lodge at the very opposite end of London from the Globe in about 1603 when he was supposed to be acting there?

- If he bought into the Globe and Blackfriars, why no later evidence that he had these valuable shares?

- How can one believe that only a few months after being brought back as a substitute of sorts, he is identified as being “in occupation” of the Globe theater when the Burbages were the principal owners?

There are no such difficulties - with two possible exceptions - posed by accepting Oxford as the company member, investor, and occasional actor. It

would be normal that he would share in the Globe early in 1599, and his departure from the company that same year is a good reason why he wouldn't keep his shares. It's also normal that he would be listed as a member of the King's Men in 1603 and 1604 (this last occurring before his death). His being "in occupation" of the Globe in 1599 is also to be expected since his rank (of course known to the others) would have put him at the head of the list of members taking possession, and the "inquisition" referring to this "occupation" would normally have used only this first name provided by the group plus "et aliorum" (as it did) for identifying the group of co-owners. Finally, it would not be surprising if he were in a play in 1598 and even in 1603.

Admittedly, this last acting occasion is not very probable because of his declining health. But there are possible reasons for Jonson including him in this 1603 list even if he did not act in the play. These "cast lists" may be just rosters of company members, not actual performers, since they are the only available basis for identifying the membership of the company during these years. Or it could have been part of the cover-up that began after Oxford's death, which will be discussed below.

One of the possible exceptions is his being named as one of the King's Men in the will of Augustine Phillips which was dated May 4, 1605. But since the will was probated on May 13, a remarkably short time for that legal procedure (Shakespeare's took 2 months), the date of the will was probably the date of his death. Furthermore, given the length and obviously careful preparation of the will, it must have been written long before. Since Phillips retired to Mortlake about a year before he died, perhaps he already had good reason at that time to make a will. If so, the will could well have been made before Oxford died and simply not changed before Phillips died. This hypothetical scenario is particularly plausible if Oxford's death had been kept quiet, which, as will be shown later, is quite probable.

The Blackfriars lease of 1608 is a much more clearcut case of the name "Shakespeare" appearing as a living man after Oxford's death. This could have been the Stratford man if he had been brought back for this purpose. But this isn't very credible because, as pointed out earlier, his participation in the lease as a relative stranger would obviously have been contrived as part of the posthumous cover-up, and if the company would cooperate to that extent, why wouldn't they simply put the name on the lease? The first we hear of this lease is in the 1619 testimony of Condell and Heminges in which they said that Burbage "placed" the names of certain of the players on the lease. The lease didn't survive, so we don't know who, if any of them, were actually present. Then in 1635 there was some additional testimony about that lease, this time by Cuthbert Burbage, Richard's brother, who added an interesting bit of information; namely, that the players who shared in the lease "had their shares of us [the Burbages] for nothing." E. K. Chambers found this incredible, and indeed it doesn't sound like Richard Burbage. It may be that Cuthbert was

simply not aware of all of his brother's dealings in that lease, and that it had simply been *given* to Richard. In that case, of course, Cuthbert would not have seen any money coming from the other players. A likely reason for such an action is that someone wanted the Burbages' and the company to have an incentive to cooperate with the Folio cover-up.

Thus the most logical conclusion seems to be that Shakspere of Stratford was not brought back to participate in this lease, but that the name "Shakespeare" was simply added to it along with several others. And the only plausible reason for that seems to be that the cover-up people wanted to maintain an impression, as best they could, that there was still a Shakespeare out there someplace.

At about the same time as this Blackfriars lease arrangement, three of Shakespeare's plays (*King Lear*, *Pericles*, and *Troilus and Cressida*) were allowed to be printed in violation of what appeared to be a total hold on the publication of his plays since 1604. Perhaps this was just an error on the part of the Master of the Revels as some historians have guessed, but it's at least consistent with the idea that they wanted "Shakespeare" to be seen as still actively writing (or updating) plays.

Also, the Stratford man's purchase in 1613 of the Blackfriars gatehouse is consistent with the idea of keeping "Shakespeare" alive. Shakspere had no intention of living there; it had nothing to do with the theater except being nearby; and also it was far from Stratford and he had no other property in London to bring him to town. One even wonders how he would have known about its availability, since he had apparently not been in London for at least five years. It was probably Heminges, one of the trustees for him in the purchase, as well as one of the actors involved in the *First Folio*, who arranged the deal. He also probably arranged for the other two trustees since they both came from his neighborhood. Shakspere came just to sign, and no doubt with a monetary incentive.

But why this desire to keep "Shakespeare" alive? One reason would have been to distance "Shakespeare" from Oxford. If "Shakespeare" appeared to live on after Oxford's death, the distinction would obviously be reinforced. Another reason was, perhaps, to make the *First Folio* more credible, given its long delay, by showing some plausible evidence of "Shakespeare's" continuing activity, and of course with a tie-in to the Stratford man.

As mentioned earlier, Oxford's death may have been deliberately kept quiet. There are several reasons for this impression. For one thing, there are no records or references to the sort of funeral one would expect for the Lord Great Chamberlain of England, senior Earl, 5th in precedence among all the officers of the state, member of the Privy Council, etc. Furthermore, when Countess Oxford died in 1612, she willed that "there be in the said church erected for us (Oxford and herself) a tomb fitting our degree", which means that when Oxford died eight years before there was no tomb - at least no "fitting" tomb - and this suggests that his funeral had been minimal.

There's another curious thing about his death on June 24, 1604. The word "plague" added to his burial record presumably meant he died of that disease. It's possible, since there was a bad epidemic the year before. But it barely carried over into 1604. The play restraint caused by the epidemic wasn't lifted until April 9 only because Lent continued until then. A play was presented at the "Curtain", near Oxford's house that same day, and some theaters had reopened as early as February. The areas most affected had been Bishopsgate, Aldgate, Cripplegate, Tower, and St. Stephen, which were suburbs close to the City. Oxford lived at Hackney, a good area farther out. But saying it was plague would, of course, have helped keep the funeral small and quiet if that's what they wanted.

Note that if Oxford's death and funeral were kept quiet, it was not because he had been forgotten. King James renewed his 1000 pound annuity, restored Essex Forest to him, gave him the keepership of Havering, and even appointed him to the Privy Council less than a year before his death.

But why try to keep his death and funeral quiet? One reason would be to avoid any revealing eulogies by writers or actors. Given the life he apparently led, what could they say that wouldn't be too revealing? And also to avoid association between his death and a sudden absence of "Shakespeare". They did what they could about this, as noted above, and also to link the name "Shakespeare" with Shakspere and Stratford. But in this latter they apparently were not convincing enough. There were no comments about the man from Stratford even after the *First Folio* made its identification and praised him to the skies. Not until 65 years later, did anyone make any connection between William Shakspere of Stratford and William Shakespeare the poet and playwright.

The theory described in this paper seems to be well supported in almost all particulars, and it precludes the anomalies of the current "stand-in" theory. Perhaps more important is that its main implication, that Oxford was living a life of irreconcilable extremes, seems suddenly to give new and more convincing meaning to many of the themes in his poems and plays, not to mention the frustrations of his personal life.

### Endnotes

1. Ogburn, Charlton. *The Mysterious William Shakespeare*. New York: Dodd, Mead & Co., 1984. p. 194. "Disqualifications" refers to his lack of education and experience. Since I am assuming the Oxfordian authorship case in this paper, I will not try to defend this point.
2. *Ibid.*, p. 192.
3. This argument was reinforced by the fact that Lady Heneage was the former Countess of Southampton, Henry Wriothesley's mother, who would have known something about Shakespeare.

4. It seems necessary here to account for several non-writer references to men with Shakespeare-like names in London who some writers claim were to the Stratford man, since these may be seen as inconsistent with retirement to Stratford. One had to do with a claim for “sureties of the peace” against a “William Shakspeare” and three others. But he was not identified as the Stratford man, so that even the fact that one of the others was Francis Langley, the owner of the Swan theater, doesn’t mean that he was Shakspeare of Stratford rather than Oxford. The others have to do with a “Shakespeare” of Bishopsgate, St Helens Parish, who was tax delinquent in 1597 and sought for payment of tax in each of the next three years. This illusive man was also never identified as the Stratford man. In 1595 Oxford addressed a letter to Lord Burghley from Bishopsgate, St. Helen’s Parish. (Looney, J.T. *“Shakespeare” Identified...* London; Cecil Palmer, 1920. p.313.) At that time Oxford’s residence was at Stoke Newington just north of The Theatre, but he could well have had a second residence near members of the Company just south of the Theatre and inside the City. Thus it seems quite possible that the tax delinquent William Shakespeare was actually Oxford. There are also references that place the identifiable Stratford man in London in these later years, but apparently not on any long term basis. First, the Quiney letters which seem to say he was in London temporarily in 1598. Then it is known that he lived with the Mountjoy family for some unspecified time between 1602 and 1604. However, this was in Cripplegate Ward near St. Giles, which is as far from the Globe as one can get and still be in London, which of course doesn’t suggest theater activity.
5. Note that none of the theater references to Shakespeare identified the Stratford man. The Blackfriars gatehouse papers did, but that had nothing to do with the theater except proximity.
6. Nicholas Rowe cited in his 18th c. biography of Shakspeare Sir William D’Avenant’s assertion that Southampton once gave Shakspeare of Stratford 1000 pounds for some unidentified purchase. This story lacks both substance and reliability. D’Avenant was the son of an inn keeper on the road from Stratford to London and only 10 yrs old when Shakspeare died.
7. In *As You Like It*, there is a William from the Forest of Arden in Warwickshire who is 25 - as the Stratford man was in 1589, about when this play was updated. Touchstone, who has many Oxford characteristics, lectures him about the cup and glass metaphor, which says that William can’t take something from Touchstone without Touchstone having less of it. Then he says: “For all your writers do consent that ipse is he... you are not ipse, for I am he”, ipse meaning the master or the real thing. “Therefore, you clown, abandon, which is in the vulgar, leave...” In other words, William from Arden has been pretending to be something he wasn’t and thereby taking from Touchstone something that was his. Since this is independent of the rest of the story, the author is no doubt talking about more than the country girl, Audrey. In 2 *Henry IV*, of about 1590, there is a William Visor from Woncot, who Justice Shallow says is an “arrant

knave” but “shall have no wrong”. Visor means a mask, suggesting pretense, and Woncot is recognizably similar to Wilmcote, the hometown of Mary Arden, Shakspeare’s mother. In the Induction to *The Taming of the Shrew*, which was apparently added in about 1592, Sly is described as “Old Sly’s son of Burton-Heath and well-known at Wincot”. Barton-in-the-Heath was where William of Stratford’s uncle and aunt Lambert lived; Wincot is like the Woncot of *2 Henry IV* and the Wilmcote of Mary Arden; and the name Sly, like visor, can mean deceitful as well as clever. Sly is made to believe he is a great lord who has been under the delusion he was a wool-card maker, which William of Stratford well could have been, given his father was a wool-dealer.

8. This indicates, of course, that Oxford was known by the name “Shakespeare” at least by this time. Further probable evidence of Oxford’s early use of the name Shakespeare is in Gabriel Harvey’s 1578 speech in honor of Oxford, in which he said “thy countenance shakes spears” and “Pallas striking her shield with her spear shaft will attend thee”.

9. This is, of course, from Francis Meres’ praise of Oxford in *Palladis Tamia* of 1598.

10. Chambers, E.K. *The Elizabethan Stage*. Oxford: Clarendon Press, 1923. v.IV, p.56.

11. Cited in Clark, Eva Turner, *Hidden Allusions in Shakespeare’s Plays*. 3rd rev. ed., Kennikat Press: New York, 1974. p. 134.

12. Oxford was in Venice in March and September of 1575 and possibly most of the intervening six months. He was also there early in 1576 just before starting back to England. According to “The Italian Comedy” by Pierre Louis Duchartre (Dover, 1966), Il Comici Gelosi returned to Venice from a tour in May of 1574, but left again in 1576 for a tour in Austria. Duchartre said Scala “belonged to the nobility and was a man of extensive culture and remarkably versatile as an actor. He also left a collection of fifty scenarios.”

13. This notion of a falling out between Oxford and Burbage is consistent with a possible additional explanation for the delay in publishing the *First Folio*: It was probably necessary to wait until the Stratford man died in 1616, but the organizers also waited until after 1619, the year of Burbage’s death, to start the Folio project. Certainly Burbage would have been a much more authoritative company representative in the Folio than Condell and Heminges - but of course only if he had been willing.

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# Hamlet's Transformation

Peter Usher

In 1543, the book *De revolutionibus* by Nicholas Copernicus (1473-1543) completely revised the cosmic world view, for it removed the Earth from the center of the planetary system and placed the Sun there instead. As early as 1556 the heliocentric model had started to take root in England<sup>1</sup> and was thus already in place at the time of William Shakespeare (1564-1616).

Authors cite this revolution in astronomical thought as evidence that Shakespeare lived and wrote at a time of great change. Yet if he did appreciate these profound changes in world view, no-one can say exactly where in the canon such appreciation is to be found. Astronomy is one of Shakespeare's many specialties<sup>2</sup> yet no obvious evidence exists that he saw the universe in anything but geocentric terms.<sup>3</sup> That he could fail to notice this transformation in world view must rank as a major mystery in the history of the Renaissance.

This essay addresses the problem by reference to the text itself and to the Amleth legend of Saxo Grammaticus (fl. 1188-1201) in *Historia Danica*.<sup>4</sup> It is supplemented by scientific and historical fact. I have proposed an allegorical interpretation based on parallels that exist between the events of the play and the development and competition between the four chief world models extant at the turn of the sixteenth century. <sup>5</sup> I conclude that Shakespeare was quite

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aware of the astronomical revolutions of his time, and that in coming down on the side of the Copernican Revolution and its Diggesian corollary, Shakespeare defines poetically the new universal order. If the present interpretation has merit, Hamlet would manifest an astronomical cosmology that is no less magnificent than its literary and philosophical counterparts.

### Interpretation

Among all of Shakespeare's "problem plays", *Hamlet* is "one of the most puzzling"<sup>6</sup> and "the most enigmatic of the tragedies."<sup>7</sup> No play "has been analyzed as extensively"<sup>8</sup> yet "has always been a mystery."<sup>9</sup> Consensus on the meaning of *Hamlet* has not yet been reached despite nearly four centuries of effort. The complexity and apparent impenetrability of *Hamlet* makes it a particularly popular target for new interpretations and has resulted in an immense range of viewpoints.

For present purposes I take "interpretation" to mean "criticism whose primary goal is a statement of . . . meaning".<sup>10</sup> Unfortunately the intent of an artist in the creation of original work can never be fully known,<sup>11</sup> while at the same time a particular interpretation is not wholly without presuppositions. The difficulty is that reading becomes misreading when it mirrors the reader and not the artist.<sup>12</sup> On the other hand, without new reflections, no progress can occur. Here I make an heuristic attempt to overcome this hermeneutic dilemma in order to gauge the extent to which an astronomical interpretation of *Hamlet* will "work."<sup>13</sup>

### Appearances vs. Reality

In 1.2 when Hamlet says: "Seems, madam? Nay, it is. I know not 'seems'", he is addressing the age-old problem of appearances versus reality.<sup>14</sup> This distinction represents a basic difficulty in the development of world views, be they celestial or terrestrial, physical or metaphysical. Thus Hamlet's issue of "seems" *versus* "is" is fundamental to our interpretation of the world.

From the standpoint of the development of astronomical cosmology, eyesight rules on the strength of appearances, sometimes giving the impression that appearance is reality, and that seeing is believing. Thus in early times the sense of sight fooled observers into believing themselves to be at the cosmic center. The course of the development of the centerless cosmic world view has been a protracted struggle to overcome this tyranny of location.

It is not surprising therefore that the first cosmic models were geocentric, reaching an advanced state of refinement in the *Almagest* of Claudius Ptolemy (fl. 140 AD). In this model the Earth is fixed at the center of the universe while the seven Ancient Planets (Sun, Moon, Mercury, Venus, Mars, Jupiter, and Saturn) revolve about it. The entire arrangement is encased in a shell of stars beyond which is the abode of the Prime Mover. The sky appears to move continuously westward relative to the horizon, but the Sun and Moon appear

to move eastward relative to the stars. Most of the time, the other Ancient Planets also move eastward relative to the stars; but sometimes they undergo “retrograde motion”, moving westward instead before resuming their eastward drift.

Retrograde motion set the stage for a confrontation between appearance and reality. Early attempts to account for the phenomenon reached a high degree of sophistication in Ptolemy’s *Almagest*. But retrograde motion complicated the action of the Prime Mover and contradicted the simplicity of Platonic geocentricity. Arcane geometric complexity was needed to account for the phenomenon, and through the centuries no permanent solutions were found.

In 1541 Rheticus (1514-1576) visited Copernicus in order to learn of his new heliocentric model. Therein only the Moon’s orbit was geocentric; the Earth was relegated to the status of a planet that orbits the Sun. A virtue of the Copernican model over the Ptolemaic was its ability to account for appearances with an economy of assumptions.<sup>15</sup> In particular, the appearance of retrograde motion was explained in essence by the reality of a new planetary order. This reality necessitated both a transformation of the center from Earth to Sun, and the revolution of the Earth about the Sun. As in the Ptolemaic model, a shell of stars encased this system too. These changes in world view are paralleled in *Hamlet*.

Rheticus returned to the University at Wittenberg bringing the mathematical content of the model with him. Wittenberg became the first center of heliocentricism, and thus the first site where a student might find the appearance of retrograde motion explained by heliocentric revolution.<sup>16</sup>

The hybrid system of Tycho Brahe (1546-1601) first appeared in 1588 in *De Mundi aetherei recentioribus Phoenomenis Liber secundus*.<sup>17</sup> Tycho’s system had five planets revolving about the Sun as in the Copernican model, but the Sun and the Moon revolved about the Earth as in the Ptolemaic model. The Earth remained fixed and a sphere of the stars turned daily as in Ptolemy’s model.

Within one-third of a century of the death of Copernicus, the English mathematician Thomas Digges (c.1546-1595) shattered the last and outermost sphere of the stars. In *A perfit description of the caelestiall orbes* of 1576, Digges embraced Copernicanism and advanced beyond it to a new and revolutionary vision — an infinite universe of stars like the Sun. Thus Digges was the first Renaissance writer to propose a physically infinite universe. His model restored the earlier Epicurean-Lucretian cosmology,<sup>18</sup> for his new cosmic reality replaced the appearance of starry encapsulation that was a feature of all earlier models.<sup>19</sup> Within a decade of the Diggesian advance, the philosopher Giordano Bruno (1548-1600) had advanced the similar ideas.

These four attempts to model appearances were in contention at the turn of the sixteenth century, but I believe that the Bard knew full well which was correct.

## Tycho Brahe, Thomas Digges, and Shakespeare

In 1590, Tycho wrote to one of England's most learned men<sup>20</sup> Thomas Savile (d. 1593), enclosing two copies of his 1588 book along with four copies of his portrait that had been engraved in copper in Amsterdam in 1586.<sup>21</sup> The portrait depicts Tycho framed by a stone portal comprising an arch supported by columns on either side. The structure supports heraldic shields bearing the names of Tycho's ancestors Sophie Gyldenstjerne and Erik Rosenkrantz.<sup>22</sup> Tycho asked Savile to be remembered to John Dee and to Digges, and suggested that some excellent English poets might compose witty epigrams in praise of him and his work.<sup>23</sup> Eventually a copy of Tycho's portrait ended up in the possession of Thomas' son, Dudley Digges.<sup>24</sup>

According to Honigmann,<sup>25</sup> Hotson has proved Shakespeare's connection to Thomas Digges.<sup>26</sup> The connection is corroborated by Rowse.<sup>27</sup> Not only was Dudley Digges involved in relaying information that prompted the writing of *The Tempest*, but his younger brother Leonard praised the Bard in a poem in the Folio edition of 1623. Shakespeare lived near to the Digges' home when he was in London and after the death of Thomas Digges in 1595, his widow Anne married Thomas Russell whom Shakespeare had appointed as overseer of his will.

The conventional wisdom is therefore that Shakespeare learned of Tycho through Digges, and gained access to Tycho's portrait, prompting him to select the names of Rosencrantz and Guildenstern. Certainly it seems unlikely that Shakespeare chose these "mouth-filling trifles of nomenclature"<sup>28</sup> simply because distant relatives of the Danish astronomer happened to be visiting England in the late sixteenth century.<sup>29</sup> Hotson cites instances that show that Digges' works played a significant role in several Shakespearean plays,<sup>30</sup> and it seems plausible that they play a role in *Hamlet* too. Moreover, Shakespeare gathered his military information from Digges' treatise *Stratoticos*<sup>31</sup> and it would be stretching credulity to believe that he would ignore his other works. In Section 10 below I suggest that Shakespeare used Digges' *Pantometria* too.

In his student days abroad, Tycho visited Wittenberg and in 1566 went to Rostock where an embarrassing astrological prediction<sup>32</sup> may have triggered a dispute with a cousin. In the resulting sword fight, Tycho suffered the loss of his nose.<sup>33</sup> The dispute was symptomatic of family violence of the late sixteenth century which in Denmark in 1576 led to the passage of legislation prohibiting a nobleman who killed his brother from inheriting any part of his brother's estate.<sup>34</sup> These events parallel a central theme of *Hamlet*.

Other passages in the text may refer to Tycho too. In 2.2 Hamlet argues with Rosencrantz and Guildenstern, saying:

... the earth, seems to me a sterile promontory; this most excellent canopy, the air, . . . appeareth nothing to me but a foul and pestilent congregation of vapors. 2.2.282-6

Here the words “promontory” and “air” are uttered (so to speak) in the same breath. According to the OED, the word “promontory” was in use in the sixteenth century to mean both a point of land that juts out much like Jutland itself, or anything that resembles this. In fact, the “Promontory of Noses” is where Tycho is thought to have gone for a prosthetic nose.<sup>35</sup> Also, in 4.3 Hamlet directs Claudius where to seek the body of Polonius: “You shall nose him as you go up the stairs into the lobby” (4.3.35).

Tycho had two artificial noses which he attached with a salve. One was made of gold and silver blended to a flesh tone, but for everyday use (and for his burial) a lighter alloy of copper and other metals was used.<sup>36</sup> In *Troilus and Cressida*, Cressida says (1.2.105-107):<sup>37</sup> “I had as lief Helen’s golden tongue had commended Troilus for a copper nose . . .”

After the players have arrived in 2.2, Hamlet refers to his “uncle-father” and “aunt-mother” (2.2.345-6). When about 2 years old Tycho was kidnapped by his uncle Jorgen Brahe and his wife Inger who raised Tycho as their own son.<sup>38</sup> Thus in real life Jorgen and Inger doubled as uncle-father and aunt-mother respectively. Perhaps these events are mirrored in Hamlet’s disapproval of his uncle who claims to be his “father” but whose incestuous marriage has turned his mother into his “aunt”.

### Hamlet and the Infinite Universe

In 1.2 Hamlet stays at Elsinore to please his mother, but his “obstinate condolment” prompts Claudius the King to seek the help of Rosencrantz and Guildenstern. After they arrive in 2.2 they soon enter into argument with Hamlet. Denmark is “too narrow for your mind” says Rosencrantz, to which Hamlet replies:

O God, I could be bounded in a nutshell and count myself a king of infinite space, were it not that I have bad dreams. 2.2.243-4

“Infinite space” is a direct reference to Digges’ vision of a firmament filled with stars like the Sun.<sup>39</sup>

“Bad dreams” may refer both to the oppressiveness of Elsinore and to a fear of persecution,<sup>40</sup> for within a few lines Hamlet says: “By my fay, I cannot reason” (2.2.251-2) meaning that free inquiry about the universe is proscribed. This explanation is textually supported, for in 3.1.179-80 Polonius advocates imprisonment if Hamlet does not divulge his schemes to his mother. The evidence suggests that Shakespeare was prudent to disguise the underlying meaning of Hamlet. In the sixteenth century imprisonment and execution were common punishments, a well-known case being the persecution of Giordano Bruno whose impieties included belief in an infinite universe.<sup>41</sup> Shakespeare would have known of Bruno’s death in 1600 at the time of writing *Hamlet*.

“Nutshell” seems intended to contrast with the word “infinite”, for the smallness of the solar system in the bounded models of Ptolemy and Copernicus can be seen in the “mind’s eye” (1.1.112; 1.2.185) by imagining that the stars are suns that stretch indefinitely outward beyond the flux limit of the naked eye. This suggests use of an optical aid (see Section 13 below). The *OED* cites the very passage above to exemplify the meaning of “nutshell” as “something of extremely small size.” Though “nut” is a fruit with a hard shell, from the fourteenth century it is also “a symbol of something of trifling value.” The “thing” of small size would then be the shell of stars supposedly encasing all of creation in all but Digges’ model. At the same time it may express the encasement of Tycho who is framed by a stony portal whose arch symbolizes the shell of the stars overhead.

Thomas Digges was born c. 1546, and was thus a contemporary of Tycho. The text supports this fact when Claudius says of Hamlet’s boyhood chums:

. . . being of so young days brought up with him  
And sith so neighboured to his youth and havior. 2.2.11-2

Available evidence is that Digges was about thirty years old when he published his *Perfit Description* in 1576. In Act 5 Shakespeare makes it quite clear that Hamlet is thirty years old at the time when Rosencrantz and Guildenstern have just been slain, and when Claudius is about to be. Digges’ *Perfit Description* killed the Tychonic and the Ptolemaic models. Just so, Hamlet is responsible for the deaths of the Rosencrantz and Guildenstern duo, and of Claudius. It follows that the allegorical date of the events of 5.2 is the year 1576.<sup>42</sup> The suggestion of Olson, Olson, and Doescher,<sup>43</sup> that the “star that’s westward from the pole” in 1.1 is Tycho’s supernova of 1572, is therefore consistent with this date, suggesting that the duration of *Hamlet* is from 1572-1576.

### Retrograde Motion

In 1.2 Claudius and Gertrude beg Hamlet to stay at Elsinore. Claudius states the royal opposition.

. . . your intent  
In going back to school in Wittenberg,  
It is most retrograde to our desire. 1.2.112-4

Gertrude agrées: “I pray thee” she says, “stay with us, go not to Wittenberg.” (1.2.119). The astronomical metaphor refers to Hamlet’s retrograde or contrary - motion to the seat of Copernican cosmology.

According to *OED*, “retrograde” means “opposed, contrary, or repugnant to something.” Astronomical use of the word in English dates back to Chaucer in the fourteenth century, while the sense of “tending or inclined to go back to

an inferior or less flourishing condition” and the more literal sense of “moving backward” or “returning upon a previous course” were in use at least by 1564. Shakespeare’s only other use of the word “retrograde” is in an exchange between Helena and Monsieur Parolles in *All’s Well That Ends Well* (1.1.190-200). The humor of that passage reveals the double meaning, suggesting similar usage in *Hamlet*.

Retrograde motion is most readily observed at the time of Opposition when a planet lies in a direction opposite to the Sun. The double meaning of “retrograde” is further established when the term “opposition” precedes it by a mere fourteen lines:

Why should we in our peevish opposition  
Take it to heart? 1.2.100-1

According to the OED, the earliest meaning of “opposition” is astronomical, as used by Chaucer c. 1386. Meanings that connote the “action of setting against” or of “being contrary” appear in later centuries, so both categories of meaning were in use at the time of writing *Hamlet*.

Shakespeare employs the word “conjunctive” to complete the metaphor of planetary alignment. Claudius explains his need both for political and marital alignment with Gertrude:

She is so conjunctive to my life and soul,  
That as the star moves not but in his sphere,  
I could not but by her. 4.7.14-6

The *OED* uses these lines to illustrate that “conjunctive” can mean “having a relation of conjunction or union.” Thus “conjunctive” refers to the social and political union of Claudius and Gertrude. Even though the earliest use of “conjunction” is by Chaucer c.1374 to mean “the action of conjoining” (i.e. of joining together for a common purpose), the astronomical meaning is in use virtually at the same time, in 1375. These two meanings are the first recorded usages and it seems plausible that Shakespeare intended both meanings simultaneously.

By opposing Hamlet’s return to Wittenberg, Claudius opposes heliocentricism and identifies himself with the model of his namesake, Claudius Ptolemy. In fact, only in Shakespeare’s version of *Hamlet*<sup>44</sup> does the usurper king bear Ptolemy’s first name. By expressing a desire to return to Wittenberg in 1.2, Hamlet allies himself with Copernicanism. When in 2.2 Hamlet yearns to be a king of infinite space, he further identifies himself with Digges’ model. Thus Hamlet is identified with Copernicanism and its corollary, the Infinite Universe, and thus opposes Claudian and Ptolemaic geocentricism. The personifications of the Ptolemaic and Diggesian models is further supported in



5.2 when Claudius and Hamlet are referred to as “mighty opposites” (5.2.62). Rosencrantz and Guildenstern have come between these worthies, but from 2.2 Hamlet is seen to oppose them too, i.e. to dispute Tyconic geocentricism. In keeping with the Saxo tale, Hamlet disposes of Rosencrantz and Guildenstern before he slays the King. Thus there is little doubt in the end which world view has Shakespeare’s support.

### **Elsinore, Ven, and Wittenberg**

As Tycho was constructing his observatory Uraniborg on the island of Ven in the years 1579-1581, the King of Denmark was building Helsingor Castle a short distance away at the northern end of the Oresund Sound.<sup>45</sup> There is general agreement that Elsinore is named for Helsingor Castle. Moreover, the Castle Platform affords an unobstructed view of the heavens, as astronomical observatories like Uraniborg must do.

Helsingor Castle is noteworthy too for its dungeons in which prisoners were confined,<sup>46</sup> while Tycho also maintained penal cells in the depths of his castle to detain peasant debtors.<sup>47</sup> When Hamlet calls Denmark a “prison” he is referring not just to these castles but the whole country which is one of the worst in the world in which “there are many confines, wards, and dungeons.” (2.2.236-7).

Hamlet: I am but mad north-north-west. When the wind is  
southerly, I know a hawk from a handsaw. 2.2.347-8

contains two directions: that from Ven to Helsingor is almost exactly north-north-west (22-1/2 degrees west of north), whereas that from Ven to Wittenberg is about one-half of this amount west of south. The compass is boxed in 32 rhumbs of 11-1/4 degrees, but only every other one is described in terms of three or fewer cardinal directions. Thus the direction of Wittenberg from Ven is roughly between “south” and “south-south-west,” so with expressive efficiency it is merely “southerly,” whereas the direction of Helsingor is almost exactly north-north-west. When the wind is southerly i.e. from the general direction of Wittenberg, someone on Ven could correctly interpret what he sees (“knows a hawk from a handsaw”), but would be “mad” when the direction is north-north-west. Tycho’s Ven is unambiguously identified with “madness” associated with Elsinore, and Claudius and reality with Wittenberg. The two prevailing winds may be seen also as a metaphor for the two influences on Tyconic cosmology, only one of which makes sense to Hamlet. Thus Hamlet is like any other political animal: how he feels depends on which way the wind is blowing.

To overcome the difficulty of extracting reality from appearance, the empirical method of progressively testing theories by observations and experiments was advocated early on by Digges.<sup>48</sup> I have suggested that the author of

*Hamlet* was cognizant of this scientific methodology.<sup>49</sup> He may well have chosen the Amleth legend because it contained evidence of a primitive empiricism by which underlying realities were revealed. The twelfth century legend relates the tale of two of the earliest practitioners, the King of Britain whose wait-and-see attitude toward Amleth is a way to gain empirical knowledge about him, while Amleth himself is not fooled by the apparent splendor of his reception in Britain, nor by conditions in Jutland, but seeks the underlying realities even if he has to feign madness to do so. For Hamlet as for Amleth, “madness” is merely a tool for the acquisition of knowledge. In fact, Hamlet assures his mother that he is “not in madness, / But mad in craft” (3.4.188-9), i.e. crafty in eliciting truth. Despite appearances though, Polonius fears that there might be “method” in Hamlet’s “madness” (2.2.200), a reference to (what I call simply) the “scientific method of empirical inquiry.” The characterization of scientists as “mad” is popular even today, but is here seen to be a consequence of superior methodology.

### **The Sun and Sky**

That the sky is at issue is clear when Claudius refers to Hamlet’s “mourning duties” (1.2.88), referring not just to Hamlet’s grieving but to the time of the Ghost’s apparition after midnight. When Hamlet refers to his “inky cloak” and “suits of solemn black” (1.2.77, 78) he is talking both about the weeds of mourning and the canopy of the night sky. When Claudius asks why Hamlet is still so dejected at the death of his father, Hamlet puns with “sun” and “son”:

King: How is it that the clouds still hang on you?

Hamlet: Not so my Lord. I am too much in the sun. 1.2.66-67

In Elizabethan iconography Kings are usually associated with the Sun,<sup>50</sup> and here early on in the play Shakespeare establishes that it is Hamlet who is associated with the Sun, as befits a rightful heir. The battle of Claudius versus Hamlet, which is allegorically the struggle between heliocentrism and geocentrism (or between reality and appearance, truth and falsity, right and wrong, rightful heirs and usurpers) is manifest early in the play through the Sun-Earth icons.

### **Geocentrism**

In 3.3, Guildenstern points out that geocentrism is associated with the royal establishment, and that with kingly centrality comes a duty to maintain those that depend upon it:

Most holy and religious fear it is  
To keep those many many bodies safe

That live and feed upon Your Majesty. 3.3.8-10

Rosencrantz warns that “the cess of majesty / Dies not alone” (3.3.15-16) because the King:

... is a massy wheel  
Fixed on the summit of the highest mount,  
To whose huge spokes ten thousand lesser things  
Are mortised and adjoined . . . 3.3.17-20

i.e. Rosencrantz and Guildenstern argue that when the King is imperiled so are all who rely upon him.<sup>501</sup>

These “ten thousand lesser things” are the approximately 10,000 stars visible to the limit of the naked eye,<sup>52</sup> a fact available to Shakespeare (one presumes) through Digges. In the Ptolemaic model, these stars are part of the outermost sphere that is centered on the Earth, so if the King who personifies geocentricism were to fall, so would these 10,000 lesser lights. Along with the planets the epicyclic machinery would fall too: “Each small annexment, petty consequence / Attends the boisterous ruin.” (3.2.20-22). But such multiple dependencies have consequences, for: “Never alone / Did the king sigh, but with a general groan.” (3.3.22-23). In the geocentric universe all stars and Ancient Planets revolve about the Earth just as all subjects are beholden to the false King who is struggling to maintain his sway in the face of the new cosmology.

### Hamlet’s Transformation

Claudius makes it clear from the very moment that Rosencrantz and Guildenstern arrive that Hamlet’s affectations — his “transformation” — is the reason for the summons:

Something have you heard  
Of Hamlet’s transformation, so call it,  
Sith nor th’ exterior nor the inward man  
Resembles that it was. 2.2.4-7

At the outset of 2.2 where so much of the astronomical groundwork is laid, we learn that Hamlet is associated with a “transformation.”

According to the *OED*, “transformation” was used in the fifteenth century to mean “the changing in form, shape, or appearance”. The first scientific use was in the sixteenth century and is attributed to none other than Thomas Digges whose *Pantometria* of 1571 was started by his father Leonard Digges (c.1521-c.1559). The mathematico-scientific meaning of the word is “change of form without alteration of quantity or value,” the change occurring in accordance with a definite set of rules. In other words, through “substitution of a new set

of coordinates, involving a transformation” of the geometry, we may convert from one center to another.

Hamlet suffers from two transformations which together represent the Diggesian world view. One is “exterior” and one is “inward,” such that neither the “exterior nor th’ inward” resembles what went before. The “inward transformation” is the Copernican substitution of the Sun for the Earth as the center of the Solar System proper. The “exterior transformation” refers to the Diggesian substitution of an outermost shell of fixed stars with their uniform dispersal through space. Thus there has been a complete transformation of world view, and neither the planetary system nor the starry firmament “resembles that it was.” In short, “Hamlet’s Transformation” is a two-step operation that changes Ptolemaic geocentricism into the Infinite Universe. Thus it is easy to see why Claudius is so concerned by Hamlet’s transformation, because a change in the origin of coordinates will end up transfiguring the hierarchy of the solar system, dethroning and decentering the geocentricist Claudius.

Hamlet’s transformation is further evidence that an astronomical allegorical meaning may be attributed to *Hamlet*. Transformation is the central issue in *Hamlet* whether we are referring to social, political, or cosmic change; and it is a word and a phenomenon directly linked to Digges.

### Digging

In 5.1 as the gravediggers clown around, one says: “. . . Adam digged. Could he dig without arms?” (5.1.31). “Adam digged” may refer to Adomarus Digges, an ancestor of Digges and a judge under Edward II.<sup>53</sup> One clown calls the other “goodman delver” (5.1.12), or “master digger.”<sup>54</sup> The gravedigger digs and sings: “A . . . spade, a spade . . .,” but his “arms” connote more than somatic prerequisites for spade-work. The first clown says that Adam “was the first that ever bore arms.” There are other instances: Hamlet refers to “My father’s spirit, in arms!” (1.2.254) and debates “whether ’tis nobler . . . to suffer the slings and arrows of outrageous fortune or to take arms . . .” (3.1.58-9). Hamlet offers words which are too light for the “bore” of the matter (4.6.22). Such technical words occur in *Stratiticos*<sup>55</sup> wherein the Digges father and son refer to “men at armes” and the “bore” of guns. The multiple word plays identify Digges, the military scholar and author of the Infinite Universe.

In 1.5 after the Ghost had uttered “swear” for the third time, seemingly from below ground, Hamlet says: “Well said old mole, canst work i’th’earth so fast? / A worthy pioneer.” (1.5.162-3). Hamlet calls his father’s spirit an “old mole” because Hamlet is the personification of Thomas Digges and the Ghost is a “digger” too, as of course he should be if he is Hamlet’s (i.e. Thomas Digges’) father and co-author of *Stratiticos*. Besides, Ghosts are like moles for they work in the dark, as astronomers do. The word “pioneer” means “a soldier responsible for excavations and tunnelling”<sup>56</sup> which reinforces the pun, as does Hamlet when he says he will “delve” one yard below the mines of the

two courtiers (3.4.209).

### The Diggesian Revolution

In the midst of the exhumations of 5.1 Hamlet remarks: “Here’s fine revolution and we had the trick to see’t.” (5.1.75-6). The comment seems irrelevant to digging unless seen in the context of the Digges family.

The *OED* cites this passage to explain that “revolution” means “alteration, change, mutation.” Its astronomical meaning (the orbital motion of Ancient Planets) was in use by 1390. By 1450 the word came also to refer to “great change or alteration in affairs or in some particular thing.” Therefore, when Copernicus made the word “revolution” essentially the entire title of *De revolutionibus*,<sup>57</sup> the possibility of a double meaning was already in place at least in the English language; and even if Copernicus had not intended a pun, Shakespeare surely would have.

According to the *OED*, “trick” may mean “a clever . . . device, or contrivance,” a “clever contrivance or invention,” as when in *The Taming of the Shrew* (4.3.67) Shakespeare writes: “A knacke, a toy, a tricke, a babies cap.” I suggest that this “trick” or device is none other than the forerunner of the telescope, the so-called “perspective glass” which was invented by Thomas’ father Leonard Digges.<sup>58</sup> The Diggesian Revolution was made possible by Leonard Digges, as noted by Antonia McLean who writes: “. . . Digges’ conviction of the infinity of ‘stars innumerable’ indicates some kind of optical penetration of space.”<sup>59</sup>

Section 10 shows that “transformation” in 2.2 is associated with Digges and hence (in the allegorical model) with Hamlet. In 5.1 “revolution” is associated with Digges as well. Thus it appears from the present reading that “revolution” is a word as relevant to the Diggesian as to the Copernican Revolution.

### Climax

The Tyconic system was never fully worked out and was essentially a minor player in the saga of competing world systems, whereas the Ptolemaic and the Copernican systems were mighty opposites distinguished by their predictive capabilities.<sup>60</sup> Therefore Shakespeare kills off the Tyconic system first, in accord with the Saxo legend, and Hamlet’s indifference to the deaths of Rosencrantz and Guildenstern is readily understood: “They are not near my conscience . . .” he says (5.2.58).

The Tyconic system (personified by Rosencrantz and Guildenstern) has not earned its way into the company of such worthies as the Ptolemaic and Diggesian systems (personified by Claudius and Hamlet respectively), and the deaths of the two courtiers are thus unworthy of a literary climax. On the other hand, the death of Claudius near the end of the homicidal frenzy of 5.2 is the final confrontation and is thus worthy of a dramatic climax.

Nevertheless the astronomical cosmological climax is significant too.

Shakespeare chose Book 3 of Saxo Grammaticus' *Historia Danica* as the classical foundation of the play because the events recounted there suited his dramatic purpose, whereas in the second part of the Amleth legend (Book 4) Amleth "enters on a wholly new set of adventures which Shakespeare . . . did not need."<sup>61</sup> So the death of Claudius signals the demise of the Ptolemaic system, but instead of following Amleth's misadventures in Book 4, Shakespeare creates a unique ending.

There is no major Polish connection in *Historia Danica*, but Shakespeare needs one because the English cosmological contribution is an outgrowth of the Polish. Shakespeare achieves this goal by terminating his relation to Saxo at the end of Book 3 and with the help of the Fortinbras father and son he fabricates a climax that renders his *Hamlet* unique. The young Fortinbras is readily connected to the Amleth tale because Amleth's father Horvendile (Old Hamlet) kills Koll (Old Fortinbras), so it seems reasonable that young Fortinbras would return seeking restitution of the lost lands. The military forays of Prince Hamlet's contemporary, the young Fortinbras, are credible but necessary Shakespearean embellishments of the classical story.

According to the Captain in 4.4, young Fortinbras goes to Poland to "gain a little patch of ground" which "he would not farm" and which "the Polack never will defend . . ." What is so significant about a patch of Polish soil that is unworthy of military defense and unfit for agriculture?

The text leads to the conclusion that the plot of ground is the grave of Copernicus, for in a demonstration of felicitous timing Copernicus had died in the same year 1543 as his magnum opus was printed; and having died, could not be held accountable to any tribunal of this world for transgressions against geocentricism. He would therefore have no need to defend himself against attack. Besides, the Saxo legend makes clear that it is undesirable to turn graveyards into farmland.

Having "gained" this little plot and having thereby paid homage to its deceased occupant, Fortinbras returns to salute the English Ambassadors (5.2.329-31). The two models favored by Shakespeare, the Copernican from Poland, and the Diggesian from England, are triumphant following the demise of geocentricism. The volley of ordinance and the military context of the final moments are appropriate for the military scientist Thomas Digges.<sup>62</sup> Shakespeare treats the events of the final struggle as if a battle had occurred, with the deceased hero being accorded full military honors (5.2.374-9). Such honors are not incongruous given the eclectic interests and accomplishments of the man who (we read) is "the leading English astronomer of the time and an ardent supporter of Copernicus".<sup>63</sup>

Acknowledgements: I thank colleagues for valuable discussions.

### Endnotes

1. Early champions were Robert Recorde (1510-1558) and John Dee (1527-1608). Recorde's *Castle of Knowledge* (1556) hints at the superiority of the heliocentric model. Dee states in John Field's *Ephemeris anni 1557* that he persuaded Field to compile tables based on the Copernican system. See e.g. Dorothea Waley Singer 1968 *Giordano Bruno: His Life and Thought* (New York: Greenwood), 63-4.
2. John Michell 1996 *Who Wrote Shakespeare?* (London: Thames and Hudson), 18.
3. Cumberland Clark 1929 *Shakespeare and Science* (Birmingham: Cornish Brothers). Leslie Hotson 1938 *I, William Shakespeare, do appoint Thomas Russell Esq.*, (New York: Oxford UP), 123. Arthur J. Meadows 1969 *The High Firmament* (Leicester: Leicester UP), 10. Peter D. Usher 1997a "Shakespeare's Cosmic World View," *Mercury* Vol. 26, No. 1, 20-23.
4. Saxo Grammaticus, *The First Nine Books of The Danish History*, transl. Oliver Elton, (London: Nutt, 1894. Joseph Satin 1966 *Shakespeare and his Sources*, (Boston: Houghton Mifflin) 385-95. See also the poem "Feng" in John Wain 1975 *Feng*, (New York: Viking).
5. Peter D. Usher 1996a "Astronomy and Shakespeare's *Hamlet*" *Bull. Amer. Astron. Soc.* Vol. 28, 859; 1996b "A New Reading of Shakespeare's *Hamlet*" *Bull. Amer. Astron. Soc.* Vol. 28, 1305; 1997a; 1997b "Hamlet's Transformation" *Bull. Amer. Astron. Soc.* Vol. 29, No 5, 1262; 1997c "Hamlet and the Infinite Universe" *Research Penn State* 18, No. 3, 6-7; 1997d <http://www.research.psu.edu/rps/sep97/hamlet.html>; 1998 "Amleto e l'Universo infinito" *Giornale di Astronomia* 24, No. 3, 27-30.
6. Barbara Mowat & Paul Werstine 1992 in *The Tragedy of Hamlet, Prince of Denmark*, Barbara Mowat & Paul Werstine, eds. (New York: Washington Square Press), xiii.
7. John F. Andrews 1989 in John F. Andrews (ed.) *Hamlet* (London: Everyman), xxiv.
8. Victor L. Cahn 1991 *Shakespeare the Playwright* (New York: Greenwood Press), 69.
9. Paul Gottschalk 1972 *The Meanings of Hamlet* (Albuquerque: University of New Mexico Press), 2.
10. Gottschalk, 4.
11. W.K. Wimsatt, Jr. & M.C. Beardsley 1946 "The Intentional Fallacy," *The Sewanee Review*, Vol. LIV, No. 3, 468-488; p. 469. For example, James Plumptre believed that *Hamlet* was an indirect censure of Mary Queen of Scots; see William Preston Johnston 1890 *The Prototype of Hamlet* (New York: Belford), 180-6. Plumptre was so enamored of his ideas that every possible

suggestion seemed additional proof to him.

12. Norman Rabkin 1981 *Shakespeare and the Problem of Meaning* (Chicago: University of Chicago Press), 1.

13. Wimsatt & Beardsley, 469.

14. Usher 1996a.

15. Copernicus had recourse to epicycles but their role was secondary; see Arthur Berry 1898 *A Short History of Astronomy* (New York: Dover, 1961), §89.

16. The relation of Hamlet and Horatio to Wittenberg led Cecilia Payne-Gaposchkin to venture that Shakespeare was familiar with Copernicanism. See: Cecilia Payne-Gaposchkin 1954 *Introduction to Astronomy* (Englewood Cliffs: Prentice-Hall), 162.

17. "A Second Volume about Recent Appearances in the Celestial World"; see Berry, §104.

18. Charles A. Whitney 1971 *The Discovery of Our Galaxy* (New York: Knopf), 5-6.

19. Hotson, 113-4. Alexandre Koyre 1957 *From the Closed World to the Infinite Universe*, (Baltimore: The Johns Hopkins UP), 6-8, 35-37. Thomas S. Kuhn 1957 *The Copernican Revolution* (Cambridge: Harvard UP), 233. Colin A. Ronan 1992 *Endeavour, New Series*, Vol. 16, No. 2, 91-94. Singer, 64-65. Nicolaus of Cusa (1401?-1464) had postulated the infinity of the Universe a century earlier. Nicolaus denied the enclosure of the Earth and planets by the walls of the heavenly spheres, but did not assert the "positive infinity" of the Universe, reserving the term "infinite" for God alone; see Koyre, 6-8.

20. *DNB* 1959-60 Leslie Stephen & Sidney Lee, eds. (Oxford: Oxford UP) Vol. XVII, 859.

21. *A Collection of Letters Illustrative of the Progress of Science in England from the Reign of Queen Elizabeth to that of Charles the Second* 1841 James Orchard Halliwell, ed. (London: R. & J.E. Taylor), 32-3. Hotson, 123. John L.E. Dreyer 1890 *Tycho Brahe* (Edinburgh: A. & C. Black), 263.

22. Victor E. Thoren 1990 *The Lord of Uraniborg* (Cambridge: Cambridge UP), 2.

23. *A Collection of Letters* ed. Halliwell, 33.

24. A.L. Rowse 1988 *Shakespeare The Man* (New York: St. Martin's Press), 226.

25. *The Arden Shakespeare: King John* 1994 E.A.J. Honigmann, ed. (London: Routledge), 52n574. See also Peter D. Usher 1995 "A New Reading of Shakespeare's King John" *Bull. Amer. Astron. Soc.* Vol. 27, 1325; and 1997a.

26. Hotson, Chapter VI.

27. Rowse 1988, 197 & 225-6.

28. Hotson, 124.

29. This genre of explanation is favored by Thoren who speculates that a third cousin of Tycho, Frederick Rosencrantz (1569-1602) "had . . . been immortal-



- ized” along with a “slightly less remote cousin” Knud Gyldenstierne (1575-1627), since both “somehow” made an impression on the young Shakespeare that was sufficient to get them “bit parts” in *Hamlet*; see Thoren, 428-429. Both were scholars at Wittenberg, both returning to Denmark in 1591 and went together to England in 1592 for about a year; see William F. Hansen 1929 *Saxo Grammaticus and the Life of Hamlet* (Lincoln: U of Nebraska Press), 86.
30. Hotson, 117-122 & Chapter IX.
31. Hotson, 118-121. The 1590 edition of *Stratoticos* was widely followed and various passages from it closely resemble some in Henry V. *Stratoticos* was printed by a Stratfordian, Richard Field, who also printed Shakespeare’s *Venus and Lucrece*.
32. Tycho analyzed a lunar eclipse of 28 October 1566 and concluded that it foretold the death of the Turkish Sultan, Suleiman the Great. Unfortunately, the sultan had already died about six weeks earlier; cf. Thoren, 22.
33. Heinrich Matiegka 1901 *Bericht uber die Untersuchung der Gebeine Tycho Brahe’s* (Prague: Gesellschaft der Wissenschaften).
34. Thoren, 23-4.
35. Samuel Crompton 1877 “The Portrait of Tycho Brahe” *Nature* XVI, 501-2.
36. Thoren, 25-6.
37. I am indebted to Peter Nockolds for drawing attention to this; see *The Times* (London) 16 January 1997.
38. Thoren, 4-5.
39. Usher 1996a,b; 1997a,c; 1998.
40. Hilary Gatti 1989 *The Renaissance Drama of Knowledge* (London: Routledge), 145.
41. See e.g. Berry, para 132.
42. Usher 1997b,c,d; 1998.
43. Donald W. Olson, Marilyn S. Olson, & Russell L. Doescher 1998 “The Stars of Hamlet” *Sky and Telescope* Vol. 96, No. 5, 67-73.
44. Of course the situation for *Ur-Hamlet* is not known.
45. Thoren, 6 & 113; Berry, para 101.
46. Clive Holland 1928 *Denmark* (London: A. & C. Black), 96.
47. Berry 1101, 134n
48. Francis R. Johnson, and Sanford V. Larkey 1934 *Thomas Digges, the Copernican System, and the Idea of the Infinity of the Universe* in 1576 *The Huntington Library Bulletin*, No. 5, 117. Hotson, 114.
49. Usher 1996a.
50. Martha Hester Fleischer 1974 *The Iconography of the English History Play* (Salzburg: Institut fur Englische Sprache und Literatur), 33.
51. See *The Arden Shakespeare: Hamlet* 1997 Harold Jenkins, ed. (Nelson: Walton-on-Thames), 312n17.
52. Harold Spencer Jones 1951 *General Astronomy* (London: Arnold), 302.

53. *DNB; Biographia Britannica* 1793 Vol. 5 (Second Edition), 238.
54. *Hamlet, Prince of Denmark* 1985 Philip Edwards, ed. (Cambridge: Cambridge UP), 213n12.
55. Leonard Digges & Thomas Digges 1579 *Stratoticos* (Amsterdam: Theatrum Orbis Terrarum; New York: Da Capo Press, 1968), 180-3.
56. Edwards, 113n163
57. See e.g. Anton Pannekoek 1989 *A History of Astronomy* (New York: Dover), 189-90. Berry, para 74.
58. Colin A. Ronan 1992 *Endeavour, New Series* Vol. 16, No. 2, 91-94; and also 1993 *op.cit.* Vol. 17, No. 4, 177-179.
59. Antonia McLean, 1972 "Humanism and the rise of science in Tudor England" (New York: Neale Watson Academic Publishers), 150.
60. Berry, para 66, 94 & 148.
61. Elton, in Saxo Grammaticus *The First Nine Books of The Danish History*, 400.
62. On Thomas Digges' tomb are the words: "muster master of the English Army." Hotson, 125.
63. Johnson & Larkey, 69.

# The Latin Mottoes in Peacham's *Minerva Britannia*

Noemi Magri

Henry Peacham's works have recently been taken into consideration as evidence of the fact that at the end of the 16th and in the first decades of the 17th Century, William Shakespeare (or Shaksper) from Stratford was not known as a poet or playwright. Actually, Peacham does not even mention him.

In particular, the front page of *Minerva Britannia*, published in 1612, with its peculiar picture of a hand stretching out from behind a theater curtain and with its Latin mottoes, the latter still being a source of misinterpretation<sup>1</sup>, seems to refer to a dramatist's concealed identity: an allusion which some Oxfordians, not without reason, refer to Edward de Vere, 17th Earl of Oxford.

I would like to give a full transcription and English translation of the Latin mottoes and then analyze their meaning.

On the top of the front page, between two burning candles—one on the left, the other on the right corner—reads the following inscription:

UT ALIJS

ME CONSUMO

The literal translations is "I consume myself for the others in a similar way" since *ut* means "likewise" while *alijs* means "for the others" and is the plural

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dative case. In other words, “In the same way as these candles burn out giving light to others, I do burn myself out giving other people the light of my knowledge and learning.”

This may fit De Vere’s liberality in sharing his knowledge with, and lavishing his fortunes on, fellow dramatists and writers.

Two scrolls are wound around the wreath. The one on the left reads as follows:

VIVITUR

INGENIO

The two words are separated by an interpunct as used in Latin inscriptions from Roman throughout Renaissance time and onwards. The double hyphen shows that vivitur is one word, and so is ingenio.

Literally, the phrase means, “One lives by means of his genius,” that is, “One remains alive in the memory of posterity by means of what his genius has produced; only genius, i.e., its works, remains [after death].”

Vivitur is a passive verb form, third person singular of the present tense indicative of vivere, meaning “live”; it takes no subject because it has impersonal meaning. Ingenio is instrumental ablative case, implying “by means of,” also, “because of.”

The concept of immortality acquired through the greatness of the works is completed by the inscription on the right scroll:

CAETERA

MORTIS

ERUNT

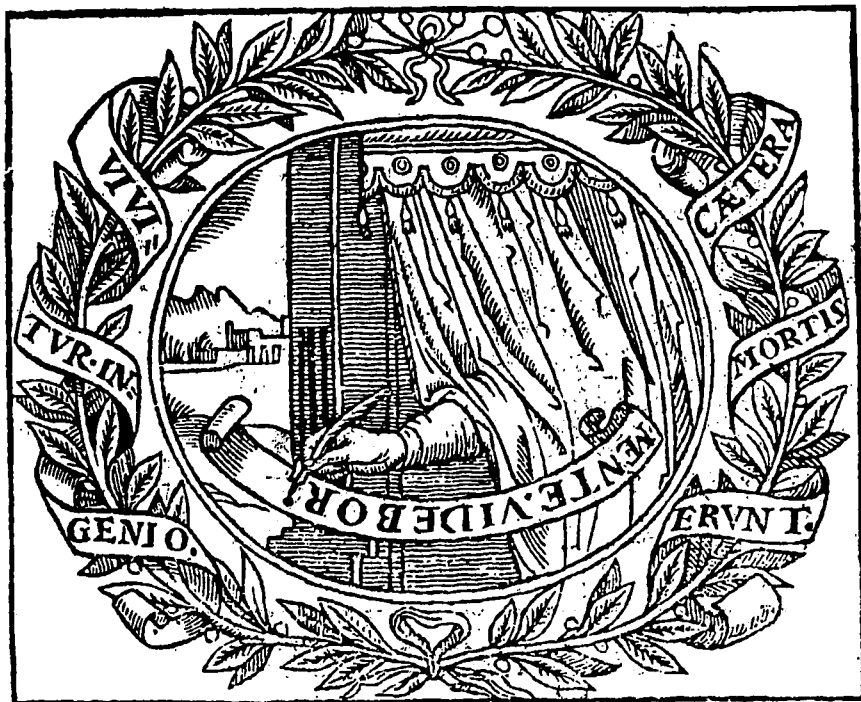
Literally, “The rest will be Death’s.” Caetera means “all the other things, all the rest,” and is neuter plural nominative case. Mortis is genitive case, expressing possession, meaning “of Death.” Erunt means “will be” and is in the future simple indicative of the verbe esse, “be,” third person plural. In other words, “all the rest will belong to Death; everything else will be destroyed by Death, except genius; only the great works will survive, will be immortal.”

This concept is reinforced by the motto written by the hand on the scroll in the oval picture of the theater curtain:

MENTE VIDEBOR

Literally, “I will be seen in the mind,” that is, “I will be seen only in the mind’s eyes, with the use of imagination, with the power of thought.” This is said by, or referred to, someone who wants to remain in concealment. Mente is instrumental ablative case meaning “by means of the mind.” Videbor is the passive verb form of the verb videre meaning “see,” future simple indicative, first person singular.

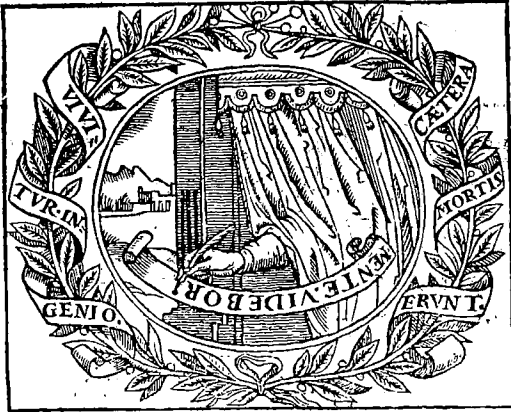
Closer inspection of the word videbor clearly shows that what seems to be



MINERVA  
**BRITANNA**


OR A GARDEN OF HEROICAL  
Deuises, furnished, and adorned with *Emblemes*  
and *Impres's* of sundry natures, Newly deuised,  
*moralized, and published,*

By HENRY PEACHAM, Mr. of Artes.



LONDON

Printed in Shoe-lane at the signe  
of the Faulcon by Wa: Dight.



an "I" written by the hand at the end of the word is nothing but the quill's point. The hand is simply placing an interpunct at the end of the motto. The videbor is complete in itself; no letter is missing.

A motto, in spite of its conciseness and possible obscurity, always expresses a concept or sentiment or rule of conduct which must be understood at least by its bearer or its addressee; therefore, it must be complete in itself. If its meaning should be worked out through the addition of words or part of a word, there follows that it might vary according to not only the reader's imagination but also the various historical, social, and literary situations of the time. If it were so, the use of a motto would be pointless and lose its own significance.

On the semantic basis, the Latin mottoes, with their corroborating visual representation of the theater curtain, might lead to the identification of the Earl of Oxford. Moreover, the concepts expressed in the inscriptions can rightly be applied to his life: the taboo to publish his works under his own name, the concealed identity, immortality reached through the works, the destructive power of Death: these are the themes present in all the works of Shakespeare.

#### Endnote

1. See *Shakespeare-Oxford Society Newsletter*, number 3, Fall 1998 and number 4, Winter 1999. Also, Dan Oldenberg in *The Washington Post*, January 24, 1999. Also, *The Elizabethan Review*, vol. 6, no. 2 (Autumn 1998), "Henry Peacham and the First Folio of 1623."

# Shakespeare's Little Hebrew

Gary Goldstein

“...Oh, now I do remember I heard a report of a Poet  
newly come out in Hebrew; it is a pretty harsh tongue,  
and relleth [bespeaks] a gentleman traveller;...”

*The Return From Parnassus* (III.iii)

Publicly Acted by the Students in  
St. John's College in Cambridge, 1611<sup>1</sup>

No play is more revealing of Shakespeare's Hebrew knowledge than *The Merchant of Venice*, especially the names of the four Jewish characters and particularly that of Shylock. For hundreds of years, the etymology of Shylock, Jessica, Tuball, and Chus have engaged the attention of Shakespeare scholars.

In 1871, the German philologist Karl Elze discovered that the names Jessica, Tuball and Chus were to be found in *Genesis*, X and XI.<sup>2</sup> Most interesting is the Hebrew source for Shylock. One turns to the book of *Genesis* in the Old Testament unable to find the word Shylock—until one consults a Hebrew text.

Transliterating the proper names correctly, one reads in the Hebrew text of *Genesis*, X, 24: “Arpachsad begat Shalach [sic], and Shelach begat Ever.”<sup>3</sup>

All the Jewish characters in *Merchant*—Shylock, Jessica, Tuball, and Chus—are found together within the narrow compass of the two consecutive chapters, *Genesis* X and XI. Jessica occurs nowhere else in the Bible, and, up to Shakespeare's time at least, in no secular literature. Shylock, Tuball and Chus all are in X; Shylock and Jessica together in XI. Shylock the chief character is in both chapters, and the Jewish father and daughter in *Merchant*

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are in the same Bible chapter, though not as father and daughter. I suggest that finding these four names in close conjunction, the principal ones excessively rare, is more than coincidence. I have not found the quartet as such paralleled in any other known source for the play.

According to the rules of Hebrew phonology, one finds Shylock's name in the Old Testament in twin forms: Shelach and Shalach. The standard Hebrew form is Shelach, with Shalach occurring as a variation. *Genesis* X and XI has Shalach twice, Shelach four times. In Greek, Latin and vernacular versions of the Old Testament, however, one finds this mis-spelled as Selah and Salah. Often these translations omit the latter spelling entirely, essentially blinding scholars to the puns that ring upon the "double" name of Shylock in *Merchant*.<sup>4</sup>

Our English playwright renders the Hebrew consonant shin by sh; the vowel segol by y; the consonant lamed by l; the vowel patach by o (a fairly near approach to an English ear); and the consonant chet by ck, as in the pronunciation of Moloch, stomach and Loch (or Lock).

I believe the original pronunciation must have been Shylock with the i vowel, not the diphthong (ei), as in the modern pronunciation. If Shakespeare was born and raised in the county of Essex, he would have pronounced the name as Shillock. The *Essex Dialect Dictionary* of 1869 supports this contention by noting that, in Essex, the short "i" takes the place of "e", as in git (for get), hin (for hen), of 'it (for yet), and of ea, as in dif (for deaf). Contemporary evidence for this proposition is to be found in Pypys Ballad I, 38, dated 1607 and entitled, "Calebbe Shillocke, his Prophesie, or the Jewes Prediction. To the tune of Brigandie."<sup>5</sup> Thus, a contemporary ballad has Shillocke, a popular phonetic spelling, representing the pronunciation as it occurred in Shakespeare's England.

In fact, the letter y was far more used in 16th Century English to represent i than is the practice today. One still writes Cyril, Syria, Sybil, and Lydia, for example. In the *Folio* text of *Merchant* itself one finds Phylosopher. Thus, the Hebrew vowel would not be rendered by the diphthong (ei) as in "Nile," but a short i, as in "bid." For instance, in Launcelet's banter of Jessica, "When I shun Scilla your father, I fall into Charibdis, your mother." (III.v.14-15), Scilla sounds like a pun on Shylock.

There seems to be a similar mistake in the transcription of the Hebrew form of Jessica, which is Yiscah. Jessica has three syllables: "But go we in I pray thee Iessica." (V.i.43). As is evident, the trisyllabic pronunciation is a departure from the Hebrew Yiscah; it is analogous to the Hebrew name of Rivcah, which becomes Rebecca in transliteration due to the dictates of Greek phonology.<sup>6</sup>

### Symbolic Names

The Elizabethan public would take the Hebrew names as untypical and unimportant, but Shakespeare had decided to play upon their original meanings.

The symbolic connection regarding Jessica is complemented philologically, for the 11th Century Hebrew commentator, Rashi,<sup>7</sup> wrote that the Hebrew name Yiscah was based on the root, *sacah*, meaning to look, "since all men looked at her because of her beauty."<sup>8</sup>

As a pun on her Hebrew etymology, Shakespeare provided his Jessica in *Merchant* the reputation of a "looker-out" because she habitually gazed into the public street. So much so, that in one short scene of the play, she is commanded by her father not to "thrust your head into the publique streete to gaze on Christian fooles with varnisht faces" (II.v.32-33). However, Launcelet immediately suggests that she was to "looke out at window for all this; there will come a Christian by, Will be worth a Jewes eye" (II.v.41-43).

In another pun, the dramatist plays upon Shylock's name in Hebrew as well as English. This involves the variant spelling of Shylock in Hebrew, which is *Shalach*. Other than in *Genesis*, X and XI, where the word is used as a proper name, *Shalach* is to be found in the Old Testament in only one place: *Leviticus*, XI, 17, where its meaning is "cormorant." A cormorant—a bird of voracious appetite which lives on fish—was a slang term for usurer in Elizabethan England. In other words, the same mind that chose Jessica, "the looker out," knew the double meaning of the following exchange between Salerio and the cormorant Shylock.

Salerio: Why, I am sure if he forfaite, thou wilt not take his  
flesh, what's that food for?  
Shylocke: To baite fish withall. (III.i.47-49)

In short, Shakespeare chose to pun upon the Hebrew in English for a select audience which knew its Bible in the original Hebrew.

By employing the Hebrew word *Shalach*, the playwright also was punning upon Shylock's name in Hebrew. Although the name *Shalach* is pronounced the same as the Hebrew word for cormorant, the noun ends in a different consonant (chaph sophit instead of chet) than the pronoun. In other words, Shakespeare found a homonym—a word pronounced the same but with a different spelling and meaning—specially suited to his purpose, but in Hebrew.

I suggest Shakespeare connected *Shalach* with the next word in the Hebrew dictionary too: *Shalach(a)*, that is, a skinner or flayer. The Bond of Flesh stories that antedate *Merchant* frequently mention a strip of skin rather than a pound of flesh. If one looks at these propositions together, it becomes clear that the writer of *Merchant* was playing with the Hebrew language as well.

The playwright's choice of the names Chus and Tuball for the other Jewish merchants in the play also points to *Genesis* X and XI as the source for all the Jewish names in *Merchant*. In the play, Jessica mentions Chus in the same breath with Tuball as Shylock's friends.

When I was with him I have heard him swear  
To Tuball and to Chus, his countrimen (III.ii.226-227)

I suggest Chus was originally spelled Cush—the correct transliteration from the Hebrew—and later misprinted by Elizabethan typesetters. Tuball, Chus and Shelach all appear in the same chapter in *Genesis*, X, and are, respectively, descendants of Noah's three sons, Japheth, Ham and Shem, who represent in Biblical mythology three of the races of man—the Indo-Europeans, the Africans, and the Semites.

### **Puritans and Prime Ministers**

In *Merchant*, Shakespeare was attacking the practice of usury, a volatile issue fiercely debated in the pulpit and Privy Council throughout 16th Century England. Condemned from the time of Aristotle, usury was first openly permitted in England under Henry VIII. The practice was repealed under Edward VI in 1552, when usury was declared to be a vice “most odious and detestable.” It was revived in 1571 while William Cecil was Elizabeth I's Principal Secretary of State, and a limit of 10 percent placed on all interest. Finally, in 1597, the date commonly given for the final version of *Merchant*, the government passed an Act declaring usury to be “very necessary and profitable.” By this date, Cecil had been Principal Secretary of State (until 1572) and then Lord Treasurer for nearly 40 years.

Cecil's person and politics resonate with correspondences in the play: first, under his leadership, usury came to be praised by Parliament and practiced by English Christians. Second, it was Cecil, not the Jews of contemporary Venice, who habitually wore a long black gabardine cloak and who carried a long staff. Third, it was Cecil who wrote the 1563 Act of Parliament declaring Wednesdays to be an enforced “fish day,” in addition to Fridays and Saturdays. Thus, the Shylock puns on cormorant usurers, and Shylock's comment on baiting fish have their contemporary relevance.

Then there are the parallels between Shylock the Jew and the Puritans of Shakespeare's time. I sense that Shakespeare was criticizing the English Puritans in the character of Shylock by declaring them, in essence, to be nothing but Jews. A scholar of the period, Peter Milward, SJ, states that *Merchant*, “in its characterization of Shylock as a Jewish hypocrite, is particularly rich in implicit references to the Puritan controversy of the time.”<sup>9</sup>

Evidence of a growing awareness and fear of Puritan influence by Englishmen in Elizabeth's reign can be found in many pamphlets circulating in England from the early 1570s through the 1590s. These aired publicly the disagreements between the Puritan wing of the Anglican Church and the Church establishment.

Mathew Sutcliffe, in *Answer to a Certain Libel* (1592), accuses the Puritans and their leader, Thomas Cartwright, of usurious and other cruel financial

practices: "What else should we look for at their hands, seeing racking of rents, extremity of dealing, usury and unlawful practices of gain, and Turkish and inhuman cruelty, divers of these zealators of Puritanism pass both Turks and heathen."<sup>10</sup> In *Merchant*, at the opening of the trial scene (IV.i), Shylock is abused as a "stony, unhuman wretch" and compared unfavorably with "stubborn Turks and Tartars."

Shylock's rigid emphasis on the law is again paralleled by that of Cartwright in his controversy with Archbishop John Whitgift, leader of the Anglican Church. Against the Puritan leader, Whitgift declares in *Defense of an Answer* (1574), that his opinions "smelleth of Judaism," and demands with indignation: "What remaineth but to say that Christ is not yet come." Similarly, the anonymous author of *A Defense of the Ecclesiastical Regiment* (1574) supports Whitgift by saying: "I see not what can be intended by this new devised discipline [Puritanism], but only restitution of the veil, and clogging men's consciences with such Jewish observation, from the which we are enfranchised by the Gospel."<sup>11</sup>

In the anonymous pamphlet *A Survey of the Pretended Holy Discipline* (1593), there is an interesting parallel to Shylock's famous refusal to eat, drink or pray with Christians (I.iii): "Seeing our church, our government, our ministry, our service, our sacraments, are thus and thus.. therefore they [Puritans] will not pray with us, they will not communicate with us, they will not submit themselves to our church... they will have nothing to do with us."<sup>12</sup> The same characteristic is reiterated at greater length by Whitgift in his *Answer to an Admonition* (1572): "These men [Puritans] separate themselves from our congregation, and will not communicate with us neither in prayers, hearing the word, nor sacraments; they contemn and despise all those that be not of their sect, as polluted and not worthy to be saluted or kept company with; and theresome some of them, meeting their old acquaintance, being Godly preachers, have not only refused to salute them, but spit in their faces, wishing the plague of God to light upon them."<sup>13</sup>

Finally, just as Shylock is repeatedly called a devil, especially by Launcelet (II.ii) and by his opponents in the trial scene (IV.i), so the Puritans were often called devils by their enemies. The very words of Launcelet, characterizing Shylock as "the devil incarnal" (II.ii), echo the anonymous anti-Martinist tract, *Martin's Month's Mind* (1588-89), which speaks of the Puritan Martinists as "very devils incarnate, sent out to deceive and disturb the world."<sup>14</sup>

From the preceeding, it's evident the four inseparable names in *Merchant* were chosen for the purpose of a drama. In the earliest parables, anecdotes, and tales, we find a bloody minded merchant who is not a Jew; and in the Italian novel *Il Pecorone*, the most immediate source for *Merchant*, there is just one Jewish character, who is nameless.<sup>15</sup> On the stage, however, name-giving becomes imperative, and for Shakespeare, every name is telling.

### **The Tempest and Titus Andronicus**

In two other plays, Shakespeare's use of naming characters shows his knowledge of Hebrew. In the play, *The Tempest*, Shakespeare has his character Prospero address the sprite Ariel as as "My brave spirit! (I.ii.207). Ariel in Hebrew means hero and is derived from ari, denoting a lion, and el, denoting God, or lion of God. For Prospero to address Ariel as his brave spirit would therefore be in keeping with the exact meaning of the word.

In the play, *Titus Andronicus*, Shakespeare named the play's villain Aaron. Significantly, Aaron has no surname but is referred to in the play only as "the Moor." In 16th Century Europe, a Moor signified the Spanish, England's archenemy. However, the name of Aaron the Moor has religious significance in that Aaron was the brother of Moses and the first Hebrew priest.

In fact, in Shakespeare's time it was widely held that the Spanish were of Moorish and Jewish blood. They were continually depicted in contemporary political and religious pamphlets throughout Europe in precisely this way.

*The Apology of William of Orange*, 1580 (Holland): "I will no more wonder at that which all the world believeth, to wit, that the greatest part of the Spaniards and specially those that count themselves noblemen are of the blood of the Moores and Jews, who also keep this virtue of their Ancestors, who solde for readie money downe the life of our Savior, which also maketh me to take patiently this injurie layde upon me."<sup>16</sup>

*The Anti-Spaniard*, 1590, anonymous (France): "Shall the country of France become servile to the commandment of the Spaniard? Shall France be added to the title of this king... Of this demie-Moore, demie-Jew, yea demie-Saracen?"<sup>17</sup>

*A Treatise Paraeneticall (an Exhortation) by a Pilgrim Spaniard Beaten by Time and Fortune*, 1598, anonymous (published in English and French and addressed to King Henry IV of France): "The Castilians are descended of the Moores and the Jews (for these two peoples live mingled pell-mell together)..."<sup>18</sup>

For Shakespeare's audiences Aaron the Moor therefore called to mind the worst of all possibilities—the symbol of their mortal enemy, Spain, and the infidel religions of Judaism and Islam.

For these reasons, I think it highly probable that the Jewish characters in *Merchant* and characters in two other Shakespeare plays were chosen by someone who had read carefully the Old Testament in the language in which it was originally written.

### **Endnotes**

All spelling and citations for the plays are taken from the 1623 First Folio of William Shakespeare's Collected Plays.

1. *The Parnassus Plays (1598-1601)*. Ed. J.B. Leishman. London: Ivor, Nicholson & Watson, 1949. 301-2.

2. *The New Varvorium Shakespeare. The Merchant of Venice*. NY: American Scholar Press, 1965. Page x, fn. 12: "Tuball and Chus are taken from Genesis X, 2 and 6, without change [sic]." Page xi, fn. 15: "Jessica: to all appearance, this is borrowed from Genesis, X, 29, where Iscah of King James's translation appears in earlier editions of the Bible, in 1549, and 1551, as Jesca." Karl Elze.

Pronounced in Hebrew as Yiscah, the consonant yood is commonly transliterated as j, rather than y, because of the dominance of Greek phonology in translating Hebrew texts. The Elizabethan English, though, represented j as i; thus, Iessica for Jessica.

3. *The Pentateuch and Haftorahs (Hebrew text and English translation)*. London: Soncino Press, 1985. 2nd ed. Ed. Dr. J.K. Hertz. All Biblical references in this paper derive from this edition.

4. Apart from the Hebrew, the name Shylock is not to be found in Bibles as we know it because Greek, Latin and vernacular versions of the Old Testament conceal Hebrew proper names in a Greek disguise. While it may appear odd that English-language Bibles provide the proper names according to Ancient Greek, one should remember that the rules of Greek phonology dominate all modern transcriptions of Hebrew Bible names.

One explanation may be that extensive use has been made of the Septuagint version of the Old Testament, translated by Jewish scholars in Alexandria, Egypt over the period 283 to 135 B.C.—and in the same Greek dialect used by the writers of the New Testament. Latin and English translators of the Old Testament probably employed the Septuagint as their Old Testament source, accepting its Greek transcription of proper names in place of the original Hebrew.

In transliterating the name Shelach, for instance, the Septuagint has the letter sigma (s) for the Hebrew consonant shin because Ancient (and Modern) Greek had no "sh" sound. The final consonant of Shelach is chet (ch) and has the quality of the Greek chi, yet is incorrectly rendered in Greek by alpha (a) because a Greek word cannot end in the Greek chi. (As a rule, consonants other than n, s, and r are dropped at the end of Greek words.) As a result, we find these polygot Testaments yielding no other forms of the original Hebrew names, Shelach and Shalach, than Selah and Salah.

5. *A Pepsian Garland (1595-1639)*. Ed. Hyder Rollins. NY: CUP, 1922.

6. Another explanation for this English misrepresentation involves a misreading of the Hebrew half-vowel, shva nah, placed under the consonant samech (s) in Yiscah. While the half-vowel is silent here, it also can be pronounced as a short i or e—depending on its position within a word. Thus, Jesca easily is transformed into Jessica for someone not totally familiar with the complex rules of Hebrew grammar. The k in knife or a in please, for example, remain silent only for fluent speakers of English.

7. Solomon ben Isaac was known as Rashi, the acronym of his Hebrew name. Rashi lived in France during the 11th Century, wrote in Hebrew, Aramaic, and French and is still considered the most important rabbinic commentator of the Bible.
8. *The Pentateuch and Rashi's Commentary (A Linear Translation)*. Rabbi Abraham Ben Isaiah and Rabbi Benjamin Scharfman. Philadelphia: Jewish Publication Society Press, 1976. Genesis, XI, 29. The same Hebrew root, *sacah*, denotes princeliness, for only those "who looked into the future in Holy inspiration" could be a prince.
9. "Shakespeare and the Religious Controversies of His Time." Peter Milward, SJ. *The Bard*, vol. 1, no. 2 (1976).
10. *Shakespeare's Religious Background*, Peter Milward, SJ. London: Sidgwick & Jackson, 1973. 159-160.
11. Op cit 160
12. Op cit
13. Op cit 160-1
14. Op cit 161
15. *The Merchant of Venice*. Ed. David Bevington. NY: Bantam Books, 1988. "Shakespeare's probable chief source for *The Merchant of Venice* was the first story of the fourth day of *Il Pecorone* (*The Dunces*), by Ser Giovanni Fiorentino. This collection of tales dates from the late 14th Century, but was first published in 1558 in Milan, and was not published in English translation in Shakespeare's time."
16. *Othello as the Tragedy of Italy*. Lillian Winstanley. London: T. Fisher Unwin, 1924. 65.
17. Op cit 66
18. Op cit 69

# Book Reviews

## Helen Vendler's Art and Shakespeare's Sonnets

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*The Art of Shakespeare's Sonnets*

by Helen Vendler

Harvard University Press, 1998

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Reviewed by Warren Hope. Mr. Hope is author of *The Shakespeare Controversy* (1992).

**H**elen Vendler's large and beautifully produced—package, I'm tempted to call it, reluctant to call it a book—brings to mind some comments of poets on poetry. A couple of examples.

The American poet Elinor Wylie said she thought discussing poetry in public was vulgar. The English poet A.E. Housman said his test of a true poem was whether it caused the chin whiskers to bristle if he recited it silently to himself while shaving. What these two comments have in common is a sense of poetry as primarily a private matter. Nothing could be further from Helen Vendler's view.

Vendler comes across as a refreshingly old fashion critic. She has the good taste to refrain from committing sociology in public, for instance. Her critical method is basically that of what was once called, long ago, when cats had wings, "the New Criticism." By that I mean simply the pedagogical method that sprang up soon after the first World War and was associated primarily with the critical writing of T.S. Eliot, I.A. Richards, William Empson, and John Crowe Ransom—all themselves practicing poets or, at least, writers of verse.

This critical method was perfect for classes in English literature at colleges and universities. (The radical change in the university curriculum from the traditional study of Classical Languages and Literature as a way of preparing for one of the learned professions to the pursuit of advanced degrees in English, History, Applied Economics, and so on had begun shortly before the War through an imitation of the preaching and practices of German pedagogues.) There was no need for students to know or study biography, history, the tradition of poetry in English, foreign languages, or anything else. Instead, students could be presented with one or more short poems and spend fifty minutes discussing them, noticing linguistic details as they went.

In part, this method was a response to the threats posed by the faculties of



the sciences and the business schools. Literature had become old hat, vague, subjective, and, worst of all, impractical and unscientific. To call an academic discipline “unscientific” in the first half of this century was roughly equivalent to calling it atheistic at the time of the Inquisition. Poems could neither calculate the trajectory of an artillery shell nor bilk the public by peddling worthless stocks and bonds. So what good were they? The “new critics” responded that they were complex, unified wholes that could only be seen in all their complexity and wholeness through the concentrated sharpening of well-trained wits. Vendler echoes this limited but honorable tradition when she says she will support each of her remarks on Shakespeare’s sonnets with “instant and sufficient linguistic evidence.”

I trace the lineage of the “new critical” approach to Shakespeare’s sonnets this way. It began with the analysis of Sonnet 129 (“Th’expense of spirit in a waste of shame”) published by Laura Riding and Robert Graves in their *A Survey of Modernist Poetry* (1927), an analysis that relied on, insisted on, the 1609 text of the poem and revealed the astonishing riches two intelligent, thoughtful poets could find in those fourteen lines. Their performance inspired William Empson to write *Seven Types of Ambiguity*, a quasi-holy text for the new critics, by applying their method.

Later, Martin Seymour-Smith, the poet, prepared an edition of the sonnets relying on the 1609 text and offering his own ingenious, idiosyncratic, and heart-rending commentary. Still later, Stephen Booth prepared an edition of the sonnets that combines the 1609 text with parallel modernized versions of the poems and Booth’s commentary. (Of these, only Booth appears in Vendler’s list of *Works Consulted*.) It is for this reason that I tend to think of Vendler’s book as a package. Vendler’s *The Art of Shakespeare’s Sonnets* is the Booth edition but with Vendler’s commentary and modernizations rather than Booth’s and with a CD of Vendler reading some of the sonnets affixed to the inside back cover.

When the book is placed in this tradition it becomes clear that the quality of Vendler’s commentary and the sound of her own voice are the thing’s sole distinguishing features, the only justifications for publication—that is, for manufacturing and distributing the package. I can say at once that it is pleasant to listen to Vendler reading selected sonnets. Hearing the poems can no doubt help readers understand them and gain more from them than they otherwise might. Vendler’s commentary, however, is at once slipshod and mistaken, even if one accepts her critical approach. Worse, her critical approach necessarily misleads readers—not only about these poems but about the nature of poetry.

In order not to be guilty myself of vulgarly discussing poetry in public at too great a length, I will try to make both these points by considering Vendler’s commentary on a single sonnet, Sonnet 73, which reads in Vendler’s modernization

That time of year thou mayst in me behold  
When yellow leaves, or none, or few, do hang  
Upon those boughs which shake against the cold,  
Bare ruined choirs, where late the sweet birds sang.  
In me thou seest the twilight of such day  
As after sunset fadeth in the west,  
Which by and by black night doth take away,  
Death's second self that seals up all in rest.  
In me thou seest the glowing of such fire  
That on the ashes of his youth doth lie,  
As the death-bed whereon it must expire,  
Consumed with that which it was nourished by.  
This thou perceiv'st, which makes thy love more strong,  
To love that well which thou must leave ere long.

Vendler opens her commentary on this sonnet with an assertion that deflects the reader's attention from the poem under consideration to Sonnet 1, "The *self-substantial fuel* of the first poem of the Sonnets reappears as the self-nourished, self-consuming fire of 73." This is to my mind a startling assertion, reflecting an exceedingly peculiar way to read a poem. It in fact reflects an inability to read a poem. Vendler is so anxious to make some point, perhaps any point, that she is unable to concentrate on the words on the page before her without hauling in memories of other poems and her own critical apparatus. Worse, the statement is demonstrably false, using the criteria Vendler herself established, "instant and sufficient linguistic evidence." The words "self-substantial fuel" of Sonnet 1 clearly do not reappear in Sonnet 73 at all. To say the phrase "reappears as the self-nourished, self-consuming fire of 73" is not to engage in reading a poem but to engage in a mockery of writing one, producing a poor, pathetic, prose excuse for a poem. In other words, Vendler is not interested in the relatively modest but difficult job of trying to make clear to readers what Shakespeare's words mean. She is far more interested in immodestly and easily presenting readers with her own "interpretation" of what Shakespeare wrote, a collection of prose paragraphs that she might think displays her ingenuity and learning but in fact is quite enough to turn impressionable people away from poetry for keeps.

Listen to the dull, pseudo-scientific, self-important, self-help- book lingo the reader finds at the start of Vendler's third paragraph "Three models of life are proffered by the speaker although he displaces them into perceptions he ascribes to the addressee (*thou mayst in me behold; in me thou seest; this thou perceiv'st*), they are really self-created perceptions." This kind of deadly statement makes even a sympathetic reader wonder that Vendler is able to navigate the streets of Cambridge, Mass. much less a poem. The poor woman apparently thinks that describing Shakespeare's relatively plain and deeply

moving words as “models of life” can increase their value by elevating them to the heights of hokum palmed off on the unsuspecting young at the Harvard Business School. She lacks the taste or learning to realize she in fact demeans and cheapens them in this way.

There is yet worse to come. By yoking Sonnets 1 and 73 she pretends to know who the “thou” addressed in both sonnets is or, at least, that the “thou” addressed in both sonnets is the same person, the “young man” as she says. She must think there is sufficient “linguistic evidence” to justify this conclusion, because she certainly does not want to commit the new critical sin of looking into Shakespeare’s biography for evidence on this issue. The poet, however, is not the poet but “the speaker,” that old, grey new critical dodge by which the first-person singular is always and inevitably thought of as a character or *persona*. Speakers, unlike poets, do extremely odd things. They proffer models of life. They ascribe self-created perceptions to addressees—the clever little devils. They even turn circles into straight lines. “The first two models,” Vendler one day bemoaned, “are linear ones—spring, summer, autumn, winter; morning, noon, afternoon, sunset, twilight, night.” This is so peculiar, even Vendler feels uneasy with it and goes on to explain, muddying the muddle. The speaker, in the explanation, first becomes “a poet”—“A poet can invoke these models,” the instructive Vendler instructs, “either with emphasis on potential cyclicity...or with emphasis on their terminal force.” Eventually, the speaker, a poet, in the explanation, is given a name, “We are not, I think, justified in invoking cyclicity when *the poem itself* does not. Shakespeare, since he is allegorizing human life, does not say, ‘But the tree will have new green leaves in the spring,’ and we are not at liberty to invoke here the cyclicity of days or seasons.”

Whew. Before our very eyes, the speaker becomes a poet and then Shakespeare. More, the speaker, the poet, Shakespeare does exactly what we do—or at least what Helen Vendler does when she reads Shakespeare—invokes. He invokes. She invokes. We invoke. But we are not free to invoke at will. Our invocations are limited to what is invoked in *the poem itself*. Circles we can make lines. Speakers we can make poets. But there are limits placed by *the text itself*, a holy of holies of the new critics that barely continues to exist at all, it is so weighed down by and covered over with reeking, pretentious critical prose. We can not see the poem for the wheeze.

Vendler’s commentary consists of the kind of writing I sometimes receive from bright, ambitious, miseducated graduate students. I always give such work a non-punishing but disappointingly low grade, an attempt to stop the students in their tracks so I can give them some advice and ask them some questions. Read the poem, over and over, before you even think of reading what others have said about it; write the poem out in long hand; imagine someone speaking it to you, imagine you are the “thou” of the poem. Now, which lines stay with you? Do any of them have a physical effect on you—say, cause the

toes to curl, or make the pit of your stomach go suddenly cold, or cause the eyes to water involuntarily? Isn't "Bare ruined choirs, where late the sweet birds sang" a magical line? Why do you read poems? Do you ever read them for the sheer pleasure of it, when they aren't assigned in class? Do you like poems?

I wish Helen Vendler would consider these questions. It's never too late to fall—or refall—in love with poems. And falling in love with them, being struck dumb by them, is the necessary first step in coaxing them open.

## Shakespeare's Fictional Life

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*The Late Mr. Shakespeare: A Novel*

by Robert Nye

New York Arcade, 1999

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Reviewed by Micah Stern.

This hefty novel, written in a sprightly prose, is a great deal of fun—a good read, a diversion, an entertainment. It is a grab bag of legends, rumors, gossip, scholarship, jokes, literary criticism, quotations, lists, catalogs, songs, proverbs, leg-pulls, remedies, recipes, bawdinesses, old wives' tales, allusions, and illusions. It purports to be a life of Shakespeare by a fellow player. In fact Shakespeare's life merely provides a peg on which the narrator of the book, Robert Reynolds (is the family name an anagram suggesting we should identify R Nye with Old S?), alias Pickleherring, hangs the richly embroidered if fraying cloak of his own life story.

Pickleherring is an aged comedian who at times dresses up in women's clothes and rents a room in a brothel owned by a man who strayed from *Measure for Measure* into the pages of this book, Pompey Bum. He alternates rummaging through his memory and his boxes of notes on Shakespeare with watching the whores through a peephole and conversing with his eponymous landlord. He was a posthumous child, born after his father's death, who found his way in the world by meeting Shakespeare, the player and playwright, and being recruited as a child actor by him. He begins writing his *Life of William Shakespeare* during the plague of 1665 and finishes it when faced with the conflagration of the Great Fire of London. It is this circle of death and destruction that makes the rollicking book compulsively readable. It shakes the spear of life at the spectre of death.

Pickleherring's life of Shakespeare is no mere contribution to knowledge or idle pastime but a matter of life and death—for the narrator, at least, and potentially for us. He says as much, in an iambic pentameter line, on page 93

"I play my pipe to prove I am not dead." This statement makes clear that the author is not attempting biography but salvation, of a kind, and offers a glimpse into his method.

Why the *late* Mr. Shakespeare? Not only is that the title of the book but the phrase occurs repeatedly in the text. The answer, I think, can be found in the quotation from Edmund Spenser's "The Tears of the Muses" that serves as an epigraph for the novel, "Our pleasant Willy, ah! is dead of late." Death, in this quotation, is described as a temporary state. Pickleherring writes to undo that temporary state, to prove Shakespeare is alive even while accepting that he is now the late Mr. Shakespeare. The fact that Spenser's line, dating from about 1590, seems early to refer to the late Mr. Shakespeare, the historical Shakespeare, is beside the point. The historical Shakespeare is not merely dead of late but dead and gone. It is the poetic Shakespeare, replete with sexual puns, who is alive no matter how late the world might say he is, that interests Pickleherring.

In part this means that Shakespeare has become his writings, the greatest outburst of eloquence in English, certainly, and probably in any language. But what the world makes of this outburst of eloquence and does with it shifts from time to time. At the time when Pickleherring ostensibly wrote, for instance, Shakespeare's work was not held in high esteem. Pickleherring, given to repeating himself, states his aim, historic and poetic, on p. 117

I write to prove that I am still alive, and that so is Mr. Shakespeare. It is much to be deplored that people nowadays find it convenient to look down their their enlightened noses at him. I know the modern taste calls him vulgar and crabbed, an uncouth spirit. I say his day was good, and that it will surely come again when the French fashions that swept into England with King Charles I have gone out again.

It is hard to suppress the thought that Robert Nye, the author of this book, whose "principal calling is poetry" as the dust jacket tells us, is writing to protest the place of poetry, that is Shakespeare, in our own time, with its preference for "a newfangled classicalism" reminiscent of the frenchified decorum and correctness, the academicism, of the Restoration, if not its total marginalization of poetry, so that it waits, like a whale under water, ready to flood the page. This would explain Nye's hostility to those who pursue the Shakespeare authorship question, attributing their theories to snobbery because he thinks their unwillingness to accept the inexplicable is an unpoetic attempt to explain the inexplicable away. I think he is mistaken about that, but sympathize with his natural aversion to what might appear to be a smug and deadly rationalism.

This novel is not a book to turn to if you are looking for the facts of Shakespeare's earthly existence. It is instead a prose reminder of the saving grace of poetry. As such, it is a tribute by one English poet to the well-spring

of English poetry, the genius of the language, call it Shakespeare, and proof that, contrary to exaggerated reports of its death, it is not only very much alive but kicking.



