

Alas, Poor Anne: Shakespeare's "Second-Best Bed" in Historical Perspective

Bonner Miller Cutting

In his Last Will and Testament, William Shakespeare's sole bequest to his wife of some thirty-three years was "my second best bed with the furniture."¹ These words, with their stark simplicity, take people by surprise, and invariably bring to mind the question, "To whom did he leave his best bed?" This response is well taken. Though the phrase "second best" occasionally appears in wills of the era, these are words that most testators prefer to avoid.² A study of several thousand contemporaneous wills reveals that this avoidance is pervasive. It is self-evident that most testators, perhaps instinctively, regarded these words as a disparagement of the legatee.

Although it is only a rhetorical question, it is curious that Shakspeare (as the testator from Stratford-upon-Avon will be called henceforth) bequeathed his "second best bed" without previously referencing the best bed—or any other bed. Testators often bequeathed their "best" of a particular possession, and as beds were a major piece of furniture, bequests of "my best featherbed" or "best flock bed" appear frequently.³ Other "best" items that are commonplace bequests are articles of clothing or serving pieces, e.g. bowls, spoons, or cloaks, doublets, petticoats, and, quite often, livestock.

The accustomed way to identify bequests, whether the item was the best or not, was by a description or by its placement in the home. A knight of Gosfield uses them all. After willing his "best tester and ceiler" to his wife, he wills to another "the standing bed with the ceiler and tester...with cloth of gold and crimson velvet which is commonly used in the changer over the Old Parlour."⁴ Another willmaker was adamant that his wife should have the "best" of everything, enumerating, among other things, the best joined bedstead, two best featherbeds, three best beasts (this usually meant cows), the best milk bowls, the best pewter platters, and even his best acre of barley.⁵

The Will

William Shakspeare's will was "found" in 1747,⁶ though it wasn't published in its entirety until more than a century had passed.⁷ However, an early transcript was published in the 1763 edition of the *Biographia Britannica*, and the bequest was transcribed, somewhat



innocuously, as the “brown best bed.”⁸ Later that century, the eminent scholar Edmond Malone corrected the error, though Samuel Johnson and other editors still maintained that the bequest was the “brown best bed.”⁹ As Samuel Schoenbaum notes, this mistake postponed the “impassioned debate” that would eventually be generated by the words “second best.”¹⁰

Another difficulty with this bequest is that it is an interlineation, and worse still, the interlineation is on the third and last page of the will, giving it the appearance of an afterthought. Apparently Shakspeare remembers his wife in the nick of time as the will is drawing to a close. Most commentators believe that this interlineation was added along with the other changes on March 25, 1616, a month before the death of the testator. This is a reasonable assumption. If Shakspeare did include her in any way in the earlier draft, as some suggest,¹¹ the scrivener was aware that she was not previously mentioned in the final draft that would be probated.¹²

The Problem

The fact that Shakspeare left his wife only a bed is a problem whether it is the best or not. From medieval times, there existed in England a legal fiction known as the doctrine of coverture. Husband and wife were considered to be one person—the wife was figuratively covered by her husband and had no independent legal identity.¹³ She could not own property of any kind nor participate in legal actions. She didn’t even own the clothes on her back. Obviously, this put a woman at the mercy of her husband.¹⁴ As a woman owned nothing during her marriage, it was uncertain what property would become hers in her widowhood. It was morally incumbent upon a husband to provide for the maintenance of his surviving spouse. What had been both common sense and custom was enhanced by Henry VIII in an obligation in the preamble of an act of 1529. (21 Hen. VIII, c.4.) Aside from the irony that King Henry VIII thought it fitting for testators to provide for the “necessary and convenient finding of their wives,”¹⁵ most will makers, as a practical matter, did their duty and made provisions for their spouse early in their will.¹⁶

The Stratford man does not follow this pattern, but instead devotes most of the first page of his will to lengthy instructions for the maintenance of his younger daughter, Judith. Though this is not a bad thing, it does seem odd that he expended great effort to provide for his younger daughter—and his older daughter Susanna is to inherit all of his real estate—but he neglects to bequeath anything to his wife until the final lines of the will, and then only in an interlineation.

The second-best bed has remained a controversial bequest as it does not evoke the proper image of the cultivated, genteel poet/dramatist that is consistent with Shakespearean iconography. It does, indeed, invite an element of ridicule. For this reason, generations of Shakespearean biographers have searched for ways to cope with its undesirable implications.

Several approaches have been put forth to reconcile this sticky wicket. One is to assume a posture of righteous indignation; none do this better than E.K. Chambers. In his 1930 landmark *Study of Facts and Problems*, he laments the “sheer nonsense” and the “baseless theories of domestic discord or infirmity [that] have been devised to account for

the absence of any further provision in the will for Shakespeare's wife."¹⁷ The story that Mrs. Shakspeare might have been "afflicted with some chronic infirmity of a nature that precluded all hope of recovery" was floated by Halliwell-Phillipps in his influential *Outlines* (1882). He continues: "...in such a case, to relieve her from household anxieties and select a comfortable apartment at New Place, where she would be under the care of an affectionate daughter and an experienced physician, would have been the wisest and kindest measure that could have been adopted."¹⁸

The normally prolix A. L. Rowse allocates only three paragraphs of his biography, *Shakespeare The Man*, to a discussion of the poet's last will and testament. In this he refrains from commenting on the second-best bed, preferring to indulge in a sweeping overview in which he describes the will as "a very characteristic document, generous and neighborly," and states that "he left his widow to her daughter's care, who looked after everything."¹⁹ In reality, the will is most uncharacteristic of wills of the time,²⁰ and Shakespeare makes no mention of entrusting the care of his surviving spouse to anyone. However, the docents at the Birthplace in Stratford-upon-Avon stick to the daughter story as promulgated by Rowse and Halliwell-Phillipps, though which of his two daughters had the duty of her mother's care remains a variable.²¹ In either case, the curiosity of tourists is satisfied.²²

Additional Approaches

Other strategies have been used by Shakespearean biographers to make the bequest more palatable. It usually boils down to presenting it in a sentimental context or to making it appear consistent with the legal standards of the era. To these ends, orthodox scholars have devoted a considerable amount of literary elbow grease.

As much Shakespearean biography dwells in cloying sentimentality, something must be said about this approach. Ironically, it was Malone who first launched a sympathetic explanation. Apparently designed to counter the damage that resulted from his own correct scholarship, he floated the idea that "the bed he left her perhaps had peculiarly tender associations: may, indeed, have been the bridal bed."²³ Others quickly followed his lead. Halliwell-Phillipps opined that "the first best bed" was "reserved for visitors,"²⁴ while Schoenbaum combined both suggestions, supposing that the second-best bed was "rich in tender marital associations" while the "best bed was reserved for guests."²⁵ Another popular variation is that the best bed traditionally went to the son and heir.²⁶

Anthony Holden incorporates all of the above, crafting a scenario of marital bliss in which "the Shakespeares, like most well-to-do middle-class couples, would have reserved the best bed in their home, New Place, for overnight guests." He continues: "Far from signifying the rottenness of their marriage, the bequest suggests a specific (and rather touching) vote of thanks from a grateful husband, aware of his own shortcomings for the long-suffering, dogged loyalty of a partner who had for years put up with a long-distance marriage..." Moreover, "it was the marital bed he had shared with Anne—on and off—for more than thirty years (and perhaps her own parents' bed before that)."²⁷

But in all the scrambling for ways to ennoble the bequest, the most remarkable is an explication put forth by Joyce Rogers, Associate Professor of Religious Studies at the

University of New Mexico. In her book, *The Second Best Bed: Shakespeare's Will in a New Light*, Rogers makes a staggering proposal. Apparently, in her pursuits of religious history, she ran across some terminology from feudal times in which a testator was required to give his best chattel to his liege lord and his second-best chattel to the church to pay his mortuary or funeral expenses. The chattel was most often a horse, cow, or ox.²⁸ From this ancient custom, she draws the analogy that the second-best of something has ecclesiastical connotations.

In support of this proposition, Rogers treats the reader to small doses of the *Commentaries* of Blackstone (1766), as well as the legal histories of Maitland and Pollock (1901) and Plunknett (1958). Snippets from these authorities are frequently interspersed with records from the medieval laws of Ranulf de Glanvill and King Canute.²⁹ Spanning a millennia of English legal history in a matter of pages is a breathtaking achievement, and along the way, she makes some interesting observations: it's nice to know that Æthelred and Canute agreed that the souls of the dead should be "rendered before the grave is closed."³⁰

Getting down to real business, the professed object of the book is to demonstrate that the second-best bed is a "parting tribute of profound meaning."³¹ Supporting this proposal, Rogers presents a collection of miscellaneous assertions. For example, "it is likely that Shakespeare himself was most singularly informed of the ancient laws that demonstrate the significance of the reconciliation aspect of mortuary law."³² In another statement that defies free association: "Somehow in the consciousness of generations there seems to have developed a special significance for the 'second best' of a thing. It was something like a ritual word, as may be seen in its early usage in Jewish tithing law."³³ What Rogers is trying to say is that Mrs. Shakspeare should have been pleased, even honored, with the bequest, as the second-best of something has special meaning, a "metaphorical significance."³⁴ Elaborating further: "Shakespeare could have had in mind any or all of the meanings associated with the phrase."³⁵ Rogers closes with the expansive proposal that Shakespeare could have been "even expressing a desire for reconciliation as a final act of his life."³⁶

Rogers has a right to write whatever she wishes, and this would all be well and good if no one took much note of it. But what is troubling is that the main thesis of her book has found acceptance in orthodox circles since its publication in 1993. Released by the mainstream academic publisher Greenwood Press as part of a series of "Contributions to the Study of World Literature," it appears on the library shelves of 140 state and private universities in this country alone.³⁷

In her acknowledgements, Rogers expresses the obligatory gratitude to the important people who facilitated her studies. Included here are the administrators at the Folger Shakespeare Library, academicians at Oxford University and the Bodleian Law Library, and Keepers of the Public Record Office who granted her the privilege of viewing the will, something not always available to the public at large. Furthermore, many Shakespearean authorities including Marvin and Helga Spevack (of the *Harvard Concordance of Shakespeare*) gave her "ongoing encouragement."³⁸

Yet in spite of this ample assistance from a distinguished list of colleagues, a few things fall into the cracks as Rogers struggles to evoke legal arguments to explain away the annoying bequest.³⁹ Like others before her, she seeks to ground her hypothesis in the rights of inheritance in early modern England. In the final scheme of things, the argument that underpins the viability of the second-best bed as a reasonable bequest, if not a considerate one, comes to rest on what was known as Dower Rights. Rogers professes that “the brief history of this law will establish the validity of Anne’s dower rights and thereby conclude my resolution of the major controversies in the light of testamentary law.”⁴⁰

Peter Ackroyd and Michael Wood concur. Ackroyd notes that “Anne Shakespeare would have been *automatically* entitled to one-third of his [Shakespeare’s] estate; there was no reason to mention her in an official document.”⁴¹ Wood blesses the marital bed as “over and above the one-third of his estate that fell to his widow as a matter of course.”⁴² Perhaps unbeknownst to Wood, Ackroyd, *et al.*, the usefulness of Dower Rights as an explanation for the second-best bed bequest was the brain child of Charles Knight, a 19th century Shakespearean biographer.⁴³

A son of a bookseller, Knight followed the family trade, and used his business acumen to make available to the lower orders (the ordinary people) works of literature that were wholesome, uplifting, and cheap enough for them to afford to buy.⁴⁴ Among these was Knight’s own *Pictorial Edition of the Works of Shakespeare*. In his editorializing on the will in his postscript to *Twelfth Night*, Knight made a riveting observation:⁴⁵

Shakspeare knew the law of England better than his legal commentators. His estates with the exception of a copyhold tenement, expressly mentioned in his will, were freehold. HIS WIFE WAS ENTITLED TO DOWER... She was provided for amply, by the clear and undeniable operation of the English law.⁴⁶

After running his proposal by an attorney friend whom he thought to be a “sound lawyer,” Knight brought his discovery to the attention of the Shakespeare Society where he was associated with John Payne Collier and James Orchard Halliwell (later to add the “Phillips” to his name). It met with immediate acceptance. With such auspicious backers, Charles Knight had succeeded in dignifying the ignominious bequest with a legal explanation. He had grounded it in the bedrock of the ancient common law of England.

Anne’s Dower Rights?

Knight’s momentous innovation brings to the table two questions of great import: first, what are Dower Rights? And second, did Mrs. Anne Hathaway Shakspeare have the expectation of maintenance resulting from this law? As noted, Dower Rights were the right of a widow to a third of her late husband’s real estate.⁴⁷ Its genesis in the common law was sanctified in the Magna Carta of 1215.⁴⁸

Initially, the laws of dower were intended to protect the rights of the heir as well as to provide for the maintenance of the widow.⁴⁹ However, as these rights evolved through the

centuries, their effectiveness was gradually eroded by the difficulties that widows experienced in obtaining them.

Appropriately enough, it was Henry VIII who dealt the most serious blow to dower with the implementation of the Statute of Wills in 1540. In this statute, His Majesty is described as “being repleat and endowed by God with grace, goodness and liberality,” and is motivated by the desire “to relieve and help his said subjects in their said necessities and debility.” Nevertheless, what Henry set in place in the Statute of Wills would be problematic for future generations of women (*italics added*):

That all and every person and persons, having, or which hereafter shall have, any manors, lands, tenements or hereditaments, holden in soccage, or of the nature of soccage tenure...shall *have full and free liberty, power and authority to give, dispose, \square will and devise, as well by his last will and testament writing, or otherwise by any \square act or acts lawfully executed in his life, all his said manors, lands, tenements or hereditaments, or any of them, at his free will and pleasure; any law, statute or other \square thing heretofore had, made or used to the contrary notwithstanding.*⁵⁰

This statute redefined how willmakers could allocate their real property, giving complete freedom of testation to men depending on their land tenure—the kind of ownership in which a landowner held title to his land. The statute specified land held by socage (tenure exclusively by agricultural service) and most of the landowning classes in England held their property under this system with the exception of property held through knight service.⁵¹ The end result of this statute is that it gave willmakers the Right of Full Testation. A willmaker could dispose of his property, *all of it*, as he saw fit. He could cut off his wife with only a shilling.⁵²

In reading Shakspeare’s will, it appears that he is taking full advantage of the full power of testation in leaving all of his property to Susanna and her husband.

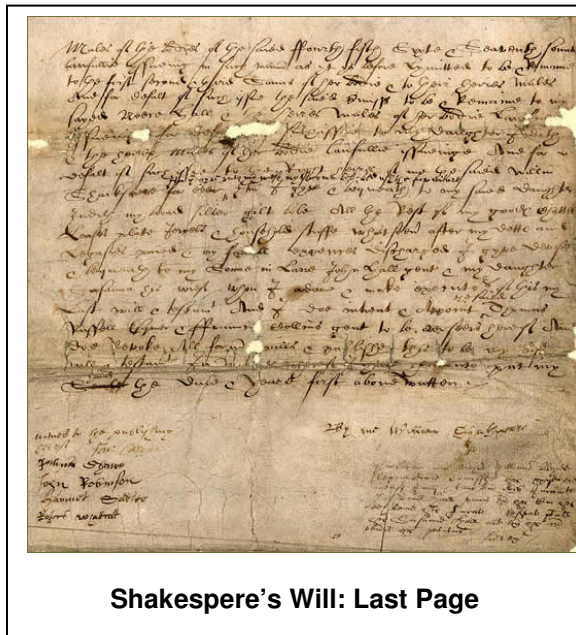
ALL that Capitall Messuage or tenement with the appurtenances in Stratford \square aforesaid Called the new place wherein I nowe dwell & twoe messuages or \square tenements with appurtenances scituate lying and being in Henley streete within the borough of Stratford aforesaid And **all** my barnes stables Orchards \square gardens lands tenements & hereditamentes whatsoever scituate lying & being or \square to be had Receyved perceived or taken within the townes Hamlettes villages ffieldes \square & grounds of Stratford upon Avon Oldstratford Bushopton & Welcome or in anie \square of them in the saied countie of Warr And alsoe **All** that Messuage or tenements with the appurtenances wherein one John Robinson dwelleth scituate lying & being in the blackfriars in London nere the Wardrobe and all other my lands tenements & hereditamentes whatsoever To have & to hold **All** & singular the saied premises with \square their Appurtenances unto the saied Susanna Hall for & during the terme of her naturall \square life & after her Deceas to the first sonne...⁵³

It would be charitable to cut Charles Knight some slack when he put forth that Mrs. Shakspeare was “provided for amply by the clear and undeniable operation of English law.” It is understandable that he had no idea of the complexity involved in the laws of

property and inheritance in medieval and early modern England.⁵⁴ In Shakespeare’s time (as the Stratfordians often characterize the late 16th and early 17th centuries) four legal systems were in place: the Common Law, the Law of Equity, Ecclesiastical Law, and Manorial Law. Various aspects of property and inheritance fell under the various and competing jurisdictions of the various courts that dealt with the various disputes in matters of real estate, tenures, and moveable property.⁵⁵

To make matters more confusing, manorial law dominated the will-making process, and these laws changed from town to town as the Custom of the Manor dictated.⁵⁶ Wills were probated under ecclesiastical law in the church courts. If a widow wished to claim her dower, something that occurred less frequently after the 15th century, the suit had to be filed in the common law courts, though occasionally the court of equity came into play.⁵⁷

In Knight’s interpretation, “she [Mrs. Shakspeare] was assured of the life-interest of a third,” and he goes on to itemize the real estate that Shakspeare devises in his will, noting several times that his widow could be “assured” of her interest in these properties.⁵⁸ Although it can also be said in Knight’s defense that legal historians had not yet clarified the issues relevant to his dower rights theory, one concept that was comparatively simple (and should have been brought to his attention) was that a widow had to “claim dower.” Unfortunately, with the right of dower came a rigorous legal process that was in place from the inception of Dower in its medieval common law roots. As this is where Knight missed the boat—and did so with contagious enthusiasm—it is a matter of due diligence to provide more information on this point.



Shakespeare’s Will: Last Page

From the time of the Magna Carta in the early 13th century, women did not automatically receive their dower interest. She had to go to court to claim what she thought was rightfully hers; in short, she had to become a plaintiff and litigate. It can be assumed that some widows did indeed obtain their dowers without filing a writ in Chancery; but Sue Sheridan Walker notes that dower was a popular plea, indicating that “some persons, then as now, never yielded anything undemanded.”⁵⁹ Walker continues that once the common law action was initiated, “the legal process required determination, knowledge, persistence, and probably hired expertise.”⁶⁰ It would likely be an ordeal, but the stakes were high, and with

her economic survival in the balance, many women took to the law in the 13th and 14th centuries to seek redress from the courts.⁶¹

If a woman chose to take her chances in the courts and sue for her dower thirds, she had to file a writ in the Royal Courts within forty days of her husband's death. This meant a trip to London to see an attorney and get the proper documents filed in the Court of the King's Bench. In addition to the time element, a new writ was required for each parcel in which she wished to establish a claim.⁶² Her presence, or that of her attorney, was required at all stages of the litigation, so some women lost simply because she or her representative could not show up at some point in the process. If she lost, she had to pay a monetary penalty, something akin to today's court costs, known as an amercement.⁶³

Besides the logistical considerations, the widow could expect to confront a number of legal objections once she filed her dower claim. It was the duty of the heir to "assign" to her the portion of her deceased husband's property in question, and a legal battle ensued if the heir was of a mind to deprive her.⁶⁴ According to Walker, "The lawsuit often brought opposition, which revealed facts or allegations that were potentially deleterious to the success of the dower claim. The contest between the claimant widow and the defendant denying the obligation to grant her dower is valuable in understanding what it meant, in personal terms, to sue for dower."⁶⁵

To start with, she might have to prove that her marriage had been valid, a difficulty if the marriage had been privately arranged. Second, the type of land tenure would be questioned, as some tenures were bars to dower.⁶⁶ Additional uncertainty came from identifying which property her husband was "seized" of at the time of his death. As Walker notes, "dower was not a static concept but, rather, evolved over time; a crucial issue was that of defining what measure would be used to determine what of the husband's land would provide dower."⁶⁷ If her husband had died overseas as a casualty of war, a widow could have difficulty proving his death.⁶⁸ Dower rights were extinguished by felony convictions. Worst of all, adultery was considered a bar to dower, and a widow could find herself in a position of defending her character. Under a statute of 1285, if this charge was brought by the heir, a widow would be subjected to a jury of her neighbors to determine the validity of the accusation.⁶⁹

With the many practical impediments to dower, it is surprising that many widows did indeed press their claims in the 13th and 14th centuries. It could be hoped that a more equitable system might have evolved in subsequent centuries. Sadly, this was not the case. In fact, according to Richard Helmholz, the 15th century was a watershed time in which women's rights were greatly diminished.⁷⁰

By the 16th century—the Tudor century—the upper classes and land-owning families had traded dower for jointure, a settlement that a man or his father made on the prospective bride, usually before the marriage.⁷¹ It was an early English equivalent of a marriage contract. In the jointure contract, the groom or his family specified the income that the woman would receive if she survived her husband, and specified the lands from which this income would be provided. In describing the advantages of jointure over dower, Attorney General Edward Coke notes that jointure was "more sure and safe for the wife."⁷²

At least it truly was relatively automatic, whereas pursuing dower in the court system was not. But jointure had a downside: once in place, it was a permanent bar to dower,

even if, as Eileen Spring notes, the husband “inherited half a county.”⁷³ Another drawback to jointure is that it was based on amount of money that the woman’s side of the family paid as her marriage portion.⁷⁴

A medieval jointure was allocated with a husband’s land holdings in mind, but, again, Henry VIII spurred the decline in the economic position of women. During his reign jointure came to be calculated as a ratio based on what the woman brought to the marriage.⁷⁵ Quoting Spring, it was “a return on her own fortune.”⁷⁶ The husband had the bride’s money up front, so to speak, and if she died before he did, she received nothing in return. By actuarial accounting, a woman only came out well in the investment if she outlived her husband by approximately a decade.⁷⁷

Shakspere’s Arrangements

There is no evidence to indicate that William Shakspere made any financial arrangements for the pregnant Anne Hathaway before their marriage, nor are there any documents upon which to suppose that he did so in subsequent decades. Furthermore, the conveyance records of his purchases of property square with the property accounted for in his Last Will and Testament.

Though dower laws were still on the books, dower suits declined significantly after the 15th century. By the 16th century, the propertied classes had replaced dower with jointure annuities, as described above. The Shakspere family could be placed at the lower end of the propertied class at the time of William’s marriage to Anne. Certainly, William expanded the family holdings and, by the time of his will, he was among the “middling rich” based on his two large land purchases and the five homes that he owned. Christine North defines the middling wealthy as those with an estate valued between £200 and £499.⁷⁸ Shakspere undoubtedly qualified by this definition.

According to Erickson, it was the practice of the middling rich to provide the widow with a lump sum settlement in the testator’s will.⁷⁹ In addition, approximately three quarters of men who made wills left their widows their principal dwellings.⁸⁰ This practice is borne out in wills of the Elizabethan time, and obviously Shakspere was not among the majority of willmakers of his class who provided for the maintenance of their surviving spouses.⁸¹ But the question remains: what were his intentions in allocating to his wife only a bed? Testators could be driven by many things including “convention, affection, guilt, need, duty,” and bequests in wills are used by historians to gain insight into the testator’s “personal intentions, as opposed to the impersonal operation of law.”⁸² To ascertain Shakspere’s intent, other aspects of willmaking must be considered.

The Legal Status of Women

In early modern England, women were appointed the sole or co-executrix of their husband’s estate over 75% of the time.⁸³ In her article on middle-class widows, Mary Hodges states, “the prevalence of women as executors seems to indicate that most men were willing to leave this important and demanding task to women.”⁸⁴

Noticeably, Shakspere does not make his wife his executrix. Some Shakespearean biographers believe that he wished to spare his aging wife a troublesome burden, and one

study of wills supports this hypothesis.⁸⁵ Had Shakspeare felt her advancing years a hindrance to performing the duties of an executrix, he could have appointed her co-executrix along with his daughter Susanna and her husband, John Hall. As a practical matter, the widow often shared this duty with one or more of her grown children. There were other options as well. A widow could renounce in favor of an adult child or even an overseer of the will. Besides, if Shakspeare's son-in-law bore the brunt of the work as executor of his will, as some Shakespearean biographers believe, then appointing Mrs. Shakspeare would have been a mere gesture of goodwill.⁸⁶ It would have been a token of respect that would have cost her husband nothing. It leads to the suggestion that Shakspeare did not want his wife to have any part of his property, for, as Erickson observes, once appointed, "a widow had virtually complete control over her former husband's estate."⁸⁷

Additional omissions indicate that the testator deliberately denied his wife the ordinary means of support. The early English willmaker usually designated his wife as the residual legatee, giving her what remained of all the "household stuff" after the special bequests were distributed.⁸⁸ The household stuff could include the crops and foodstuffs as well as the household items necessary for everyday life. A residual clause appears in the closing paragraph of Shakspeare's will, as it does in most wills, and along with the household stuff Shakspeare specifies chattel, leases, plate, and jewels, all to go to daughter Susanna and her husband John Hall. In making his daughter and son-in-law both the executors and residual legatees of his will, Shakspeare is following the usual pattern, though most willmakers, as stated above, give these important appointments to their widow.⁸⁹

Another sign that Shakspeare deliberately withheld support from his wife is found in the bequest of a single item.⁹⁰ Rarely did a testator cut off his wife entirely, and when he did, the practice was to give the person to be excluded an item of little value, most often a single shilling.⁹¹ An insufficient bequest supports both the testamentary capacity and the intent of the testator, indicating that the testator was of adequate mental capacity and did not simply forget about this significant person in his life; thus it was his intent that the small bequest was all this individual was to receive.⁹²

That Shakspeare does not address his wife by name is another oversight. It is a rare willmaker that does not refer to his wife by name. This absence is further compounded by the absence of a respectful term of address such as "my loving wife" or "my welbeloved wife." This language is considered habitual, and similar phrases often occur as testators acknowledge extended family; for example, "my well beloved son-in-law," or "my well-beloved cousin."⁹³ Overseers were often described as "trusty and well beloved friends."⁹⁴ Such phrases were formulaic, conveying trust and respect, and were not necessarily terms of endearment.

There is no perspective from which the bequest of the second-best bed can be viewed that speaks well of this testator. Shakspeare did not make provisions for the maintenance of his wife in her widowhood, but left her only one item that was insufficient for her survival. He did not appoint her the executrix of his will, nor did he make her his residual legatee. He did not address her by name or use a form of address indicating respect, if not

affection. When all of these elements are taken into consideration, it is difficult to escape the conclusion that it was Shakspeare's intent to disparage his wife as well as to deprive her of adequate maintenance. Orthodox scholars try to minimize this conclusion by shifting the blame onto the shoulders of Shakspeare's attorney, Francis Collins. However, Collins himself provided for his own wife in his own will.⁹⁵

The excuse that Shakspeare expected one of his daughters to care for his wife is not acceptable. Other testators had children too, and they routinely allocated adequate resources for their widows to live on. Besides, Judith could die, a possibility Shakspeare notes twice on the first page of his will, but it escapes his notice that Susanna could also predecease her mother. In this case, John Hall would be in possession of Shakspeare's mansion home of New Place, as well as the rest of his real estate. Hall could remarry and have another family. A second wife might not be pleased to have her husband's former mother-in-law under foot. As Shakspeare owned five residences at the time of his death, it would seem that the least he could have done for his wife was to leave her his second-best house.

Notes

¹ The term "furniture" means the bedding, pillows, covers, sheets, and bedhangings, that went with the bed, and did not include any additional household furnishings. Occasionally, Shakespeare's biographers attempt to increase the scope of the bequest to include a "bedstead" as this would have made the object more valuable, and this in turn would make the bequest more impressive.

² Orthodox scholars have trawled through early English wills in search for examples of "second best"; occasionally their efforts are rewarded. In her *Second Best Bed* (citation below) Joyce Rogers provides the usual examples in a paragraph, p. 72.

³ Emmison, F. G. *Elizabethan Life: Wills of Essex Gentry & Yeoman*. Chelmsford: Essex County Council, 1980. A gentleman of Prittlewell left "my best cloak" to his brother, other "best" articles of clothing to other friends, "a silk grogram doublet" to another, and the "rest of my apparel" to another. 51. A gentleman of Halstead left "my best gown" to his brother-in-law and "my frize gown" to a friend. This same individual leaves to his wife Dorothy "my best featherbed," and his "next best bed" to his son. 47. A yeoman of steeple Bumpstead leaves his wife "my best bed and bedstead in the chamber over the kitchen" along with all her apparel. 126. The term "next the best" is often found after "the best" of an item is bequeathed, pp. 70, 135. After a widower of Sible Hedingham infused his will with the "best" items that would go to his daughter, including the "best bed in my parlour," a servant was to have the "ceiled bed aloft of the folks' chamber," p. 104. Such as this is commonplace. For further examples, pp. 118, 125,

⁴ Emmison, F. G. *Elizabethan Life: Wills of Essex Gentry & Merchants*. Chelmsford: Essex County Council, 1978. 46, 47. Other examples are found on pp. 68, 120, 122, 124, 127, 133, 247, 250.

⁵ Emmison, 1980, pp. 135-136.

⁶ Schoenbaum, Samuel. *William Shakespeare: A Documentary Life*. New York: Oxford University Press, 1975. 242. Schoenbaum states that George Vertue "noted a copy" in 1737 and that the Reverend Joseph Greene "independently discovered it" a decade later in 1747. In their invaluable book *Playhouse Wills*, editors E.A.J. Honigmann and Susan Brock go with the 1737 date. Dr. Samuel Tannenbaum accepts the 1747 discovery by Green in his *Problems in Shakespeare's Penmanship*. 69.

⁷ Halliwell, J. O., *Shakespeare's Will, Original in the Prerogative Court*. London: John Russell Smith, 1851. Preface. After many requests, the Prerogative Court of Canterbury allowed a reproduction of the will in which the revisions were shown in type. In 1851, J. O. Halliwell's limited edition of 100 books was published, and the "original character" of the will with its interlineations and cancelled passages (called "corrections") were displayed.

⁸ Schoenbaum, Samuel. *Shakespeare's Lives*. Oxford: Clarendon Press, 1991. 93 Malone attributed the mistake to Louis Theobalds, but, as Schoenbaum notes, Theobalds had died three years before the will was discovered. The rascal who offered the erroneous transcription is unknown, but Philip Nichols signed off on the 1763 Britannica entry, and at a minimum is a responsible party in the mistake and/or deception.

⁹ This will is written in facile secretary hand (Honigmann), and when the word "second" is closely studied, it does bear a resemblance to the word "brown," making it possible to excuse the mistake as part of the difficulties of deciphering secretary hand. Nevertheless, the "brown best bed" is nonsensical in context, though maybe this, too, is understandable given the suspension of common sense that accompanies the traditional story.

¹⁰ Schoenbaum. *Lives*, p. 93.

¹¹ Tannebaum, Samuel A. *Problems in Shakespere's Penmanship including a study of The Poet's Will*. New York: Kraus Reprint Corporation, 1966, pp. 96-97. Tannebaum had an ingenious solution to the interlineation on the last page. Following the proposal of E. K. Chambers and others, it is accepted by scholars that the first page of the will was recopied. Tannebaum suggests that Mrs. Shakespere was provided for in this previously written and later discarded first page. If this were the case, then Mr. Shakespere did his duty "up front" as is the norm with testators. Still, it remains to be seen how the testator or the scrivener or the attorney (who served as one of the witnesses) simply forgot to include appropriate provisions for his wife's maintenance in the final draft.

¹² The unknown scrivener who copied out Shakspere's will observes the convention that an individual, if previously mentioned, would be called the "said daughter" or "said wife." The absence of the word "said" indicates that it was not a careless oversight. Even if Mrs. Shakspere had been given a more substantial bequest in a previous will, whoever was responsible for the last draft was aware that she was not referred to earlier in this version. The excuse that she was carelessly overlooked in the haste of the last draft does not hold up. In *Will in the World*, Stephen Greenblatt accepts the absence: "It is as if she had been completely erased," p. 145.

¹³ Erickson, Amy Louise. *Women and Property in Early Modern England*. New York: Routledge, 2005, p. 237.

¹⁴ Erickson, A dichotomy existed between real and personal property with different legal systems governing how various types of property could be distributed. The common law and manorial laws applied to real estate and ecclesiastical laws dealt with movables. However, by 1500, even the ecclesiastical laws that had been helpful to women in obtaining personal property had disappeared. In the province of Canterbury, "a man had complete freedom to disinherit his children and leave his wife penniless." 28. In most of England, the ecclesiastical laws that protected the widows' rights to a third of her husbands' movable goods had given way to customs and manorial law. E. K. Chambers avoids the issue of the custom of Stratford-upon-Avon, noting, "Whether the widow was entitled to a third of personalty similarly depended upon local custom: the Warwickshire custom is unknown." (*Study of Facts and Problems, Vol II*, 177). By the 17th century, the ecclesiastical laws remained in the province of York, Wales and the City of London where they were eliminated by laws in 1692, 1696, and 1725 respectively. (Erickson, 246). As Erickson sums it up: "Most women, even those with a marriage settlement, were largely at the mercy of their husbands' good will, both during and after marriage," p. 151.

¹⁵ Cox, Jeff and Nancy. "Probate 1500-1800: A System in Transition." *When Death Do Us Part*, Tom Arkell, Nesta Evans and Nigel Goose, ed. Oxford: Leopard's Head Press Limited, 2004. 24. In addition to spousal provision, the testators' three remaining obligations were to pay their debts, support their minor children, and make charitable bequests "for the Health of their Souls."

¹⁶ Collections of wills in which provisions for the surviving spouse have been examined are found in Emmison's transcriptions of Essex wills for the Essex Historical Society, and volumes of wills are available from the Surtees Society, cited below. With rare exception, these wills bear out that men provided for the maintenance of their wives, and usually did it at the beginning of the will, immediately following the religious preamble. It is clear from the verbiage that many willmakers were sincere in their desire to provide for their widow and were not simply accommodating customs and laws. After allocating to his wife

what he regarded as sufficient bread and board, a yeoman of Harlow provided “a sufficient servant to serve her at all needful times for a woman of her age and calling...” (Emmison, 1980, pp. 122.)

¹⁷ Chambers, E. K. *William Shakespeare: A Study of Facts and Problems, Vol II.* Oxford: Clarendon Press, 1930, pp. 176-177.

¹⁸ Halliwell-Phillipps, J. O. *Outlines of the Life of Shakespeare.* London: Longmans, Green, and Co., 1882, p. 185.

¹⁹ Rowse, A. L. *Shakespeare the Man.* London: Macmillan, 1973, pp. 270-271.

²⁰ Honigmann, E.A.J. and Susan Brock. *Playhouse Wills 1558-1642 An edition of wills by Shakespeare and his contemporaries in the London theater.* Manchester: Manchester University Press, 1993. “Here, as in other things, Shakespeare stands out as different and reserves a short digression.” The editors give a cogent account of Shakespeare’s property (p. 8), the laws involved with property and inheritance (pp.14-15), and best of all, an accurate transcription of Shakespeare’s will (pp.105-109).

²¹ Greer, Germaine. *Shakespeare’s Wife.* New York: HarperCollins Publishers, 2007. 328. In an effort to attribute some autonomy to Mrs. Shakspeare, Greer suggests that “Ann might have chosen to live with her younger daughter.”

²² From private correspondence with friends who have toured the Stratford Birthplace. The storyline favors the older daughter Susanna, but, as noted above, Germaine Greer opts for daughter Judith.

²³ Schoenbaum, *Lives*, p. 120.

²⁴ Schoenbaum, Samuel. *William Shakespeare: A Documentary Life.* New York: Oxford University Press, 1975 p. 248.

²⁵ Halliwell-Phillipps p.183.

²⁶ Fullom, S. W. *History of William Shakespeare Player and Poet: With New Facts and Traditions.* London: Saunders, Otley, and Co, 1862, p. 319.

²⁷ Holden, Anthony. *William Shakespeare: His Life and Work.* London: Little, Brown and Company, 1999, p. 322

²⁸ Rogers, Joyce. *The Second Best Bed: Shakespeare’s Will in a New Light.* Connecticut: Greenwood Press, 1993, pp. 78-86.

²⁹ Rogers pp. 31-32, 62.

³⁰ Rogers p. 85.

³¹ Rogers p. xvii. Rogers makes this bold promise in the Preface, and it’s left to the reader to determine if she has made her case.

³² Rogers p. 93.

³³ Rogers p. 95.

³⁴ Rogers, p. 95.

³⁵ Rogers. p. 96.

³⁶ Rogers, p. 96.

³⁷ Among the notable universities are Harvard, Yale (and Yale Law Library), Princeton, Auburn, Brown, Columbia University, Georgetown University Law Library, Duke, Cornell, Purdue, Rice, Notre Dame, Pittsburgh, Pennsylvania, Texas, and UCLA. Not to belabor the point, but this is truly an achievement for a book with an hypothesis based on sheer speculation.

³⁸ Rogers, p. xx.

³⁹ Rogers, p. 101. She inexplicably notes that Dr. Hall “was buried in 1635 beside his wife.” Susanna Shakspeare Hall survived him by fourteen years, dying in 1649.

⁴⁰ Rogers, p. 35.

⁴¹ Ackroyd, Peter. *Shakespeare: The Biography.* New York: Doubleday, 2005, p. 513.

⁴² Wood, Michael. *Shakespeare.* New York: Basic Books, 2000.

⁴³ In all fairness to orthodox scholars, many, including Schoenbaum, are aware of the difficulties associated with the dower rights explanation. Those in the know include Park Honan (*Shakespeare: A Life*, p. 397); Richard Wilson (*Will Power*, p. 210); Stephen Greenblatt (*Will in the World*, p. 146). Scott McCrea (*The Case for Shakespeare: The End of the Authorship Question*, p. 47). Dennis Kay implies that she was provided for, though noting that “the Stratford view of the so-called ‘widow’s portion’ has not been identified.” (*Shakespeare: His Life, Work and Era*, p. 348).

⁴⁴ Schoenbaum, *Live*, pp. 273-274.

⁴⁵ Schoenbaum, *Lives* pp. 275.

⁴⁶ Schoenbaum, *Lives*, pp. 587. Schoenbaum helpfully provides the full citation: *The Pictorial Edition of the Works of Shakspeare*, ed. C. Knight (London, 1839-42), Comedies, ii, pp. 192.

⁴⁷ Spring, Eileen. *Law, Land, & Family: Aristocratic Inheritance in England, 1300 to 1800*. Chapel Hill: University of North Caroline Press. 1993, p. 46. There was some variation in the amount that the widow could claim. If the land were held by "socage tenure," the widow could claim a half interest. The widow of a villain (serf) could succeed to all of her husband's property. As a rule, the larger the estate, the smaller the proportion was that went to the wife. Obviously, the wife of a poor man who worked a small plot needed all of her husband's property to eke out a subsistence. The majority of the population owned only a few household goods and a cow, and had a lease on a cottage. Erickson, 18.

⁴⁸ Featured document: The Magna Carta:

www.archives.gov/exhibits/featured_documents/magna_carta/translation.html. The Magna Carta of 1215 gave the widow dower rights, and revisions made over the next decade defined the widow's portion as a third.

⁴⁹ Lewis, B. Roland. *The Shakespeare Documents*, pp. 496-505. Lewis provides a lengthy explanation of the history of dower from its origins prior to the Magna Carta. Initially, the concept of dower thirds was a limitation on the rights of the widow, i.e. she could not obtain more than a third as her dower interest. "The history of English law, as it applies to dower, is not that of requiring or obligating a husband to grant his wife such dower but, very largely, a matter of limiting the amount of landed estate that may be given a wife." (p. 496) Lewis' overview is informative, but suffers from some contradictory statements as he discusses the development of dower through the centuries and reviews the opinions of the giants of the English legal history, Blackstone and Holdsworth. Lewis acknowledges that in Stratford-upon-Avon, "local custom did not prescribe a three-part division of the husband's estate, one of which was to be devised to the wife." (p. 503).

⁵⁰ 32 Henry VIII. Cap 1. [A.D. 1540]

⁵¹ Royal entitlements were still attached to property held by knight service; the burdens engendered by this tenure are beyond the scope of this paper.

⁵² Erickson, Amy Louise. *Women and Property in Early Modern England*. London and New York: Routledge, 2005, p. 27. For the average citizen of the era, manorial customs determined how a willmaker could devise his real estate, but both "the common law and manorial customs of inheritance only operated in cases where no previous arrangement had been made." In other words, the testator could dispose of all of his real estate by will. Christopher St German, an early 16th century commentator, noted the "the ability of a husband to cut his wife off with a shilling by will." This source cited by Erickson, p. 246 and referenced in Baker's *English Legal History*, p. 164.

⁵³ Rogers, pp. 6, 7. Of the many available transcriptions of Shakspeare's will, Rogers has one of the best in her book. It maintains the spellings of the original and clearly defines the interlineations and cancelled passages.

⁵⁴ Schoenbaum, *Lives*, p. 275. Schoenbaum understands that Knight had overreached by wading into English legal history and attaching dower law to the exasperating bequest. Subsequent Shakespearean biographers who haven't gotten the memo would do well to read Schoenbaum's discussion of the issues in his book, *William Shakespeare: A Compact Life*, 1987, p. 301.

⁵⁵ Erickson, pp. 23-25, 27, 30.

⁵⁶ Stretton, Tim. *Women Waging Law in Elizabethan England*. Cambridge: Cambridge University Press, 1998, p. 30. As Stretton explains, in "grassroots" England, local custom prevailed. "It is difficult to generalize about custom because it was local, differing from town to town, manor to manor, and sometimes even from tenement to tenement."

⁵⁷ Stretton, p. 109. Although jointure actions were tried more often than dower in the equity courts, widows could sometimes gain access to the equity Court of Requests, and potentially receive a more favorable hearing on disputes over dower. The Requests was considered the "poor man's Chancery." According to

Stretton, “in theory it was a court for poor litigants” and heard “poor miserable persons causes” which included widows and orphans.

⁵⁸ Schoenbaum, *Live*, p. 275.

⁵⁹ Walker, Sue Sheridan, “Litigation as Personal Quest: Suing for Dower in the Royal Courts, circa 1272-1350.” *Wife and Widow in Medieval England*. Sue Sheridan Walker, ed. Ann Arbor: The University of Michigan Press, 1993, p. 85. It is unknown what percentage of widows received their dower in the 13th and 14th centuries without “going to law.” If the dower was yielded in a timely manner, then of course nothing will be in the court records. Walker implies that the number of court cases left for posterity to see does indicate that many defendants, even “if the defendant had no substantive objection to giving the woman her dower,” still waited for the widow to sue.

⁶⁰ Walker, p. 84.

⁶¹ Walker, pp. 83-85.

⁶² Walker, p. 85.

⁶³ Walker, p. 92. Walker cites examples of cases in which the widow was denied her dower by the court.

⁶⁴ According to Walker, the heir was not necessarily the widow’s own child, but could be a son or daughter from her husband’s previous marriage. A female heir could be expected to put up a stout resistance to allocating property to the widow, as income from the property may have been crucial to her survival as well. An heir could be a collateral male such as a cousin or nephew of her deceased husband, or in some cases the tenant of the property. It was a common pattern for dower suits to result in an “intrafamilial struggle,” p. 85.

⁶⁵ Walker, p. 84.

⁶⁶ Walker, p. 93. “The objections to granting dower to the plaintiff based on the nature of the property holding reveal the incredible complexity of the medieval law of tenures and estates, and the relish with which freeholders exploited the nearly infinite possibility to rent, grant sell, and resettle the property, even though feudal tenures could not be willed.”

⁶⁷ Walker, p. 8.

⁶⁸ Walker, pp. 86, 91.

⁶⁹ Walker, pp. 8, 88-89. Note *Statutes of the Realm*, 1:87.

⁷⁰ Helmholz, Richard H. “Married Women’s Wills in Later Medieval England.” *Wives and Widows in Medieval England*, Walker, ed. Helmholz discusses the rights of medieval women to make wills in order to dispose of personal property. Dower laws dealt with the portion of a man’s real estate holdings to which his widow was entitled. However, the erosion of the legal status of women in the 15th century runs parallel in both the areas of property and inheritance, pp. 169-170. That the legal position of women declined in the 15th century is further buttressed by Martin Sheehan in his comprehensive tome on medieval wills. Walker provides additional comments on p. 10.

⁷¹ Erickson, Amy Louise, p. 25.

⁷² Spring, 49. The citation is to Edward Coke’s *The First Part of the Institutes of the Laws of England, or a Commentary on Littleton*, p. 36.

⁷³ Spring, Eileen, pp. 47-49. Occasionally a fortunate widow managed to obtain both dower and jointure, but this was the exception.

⁷⁴ Spring, pp. 50-56. Spring provides details for the calculation of portion and jointure. The ratio was usually 10%, which meant that a portion of 1,000 pounds (provided by the bride’s family) would be met with a jointure of 100 pounds in annual income from property from the groom’s side. “Effectively, the cost of the aristocratic widow had been transferred to her own family, which paid the portion, which [in turn] paid the jointure,” p. 56.

⁷⁵ Spring, p. 47. Henry VIII dealt a blow to widow’s dower interest in his Statute of Uses of 1535. Ostensibly, this statute was intended to prevent a man from hiding land ownership through the device of a “use,” i.e. transferring his land to feoffees (trustees), thus avoiding his feudal dues to the king. The Statute of Uses could have facilitated the widow’s claims to dower as it was intended to make land ownership more transparent. But this did not occur, as a provision in this Statute established jointure as a bar to dower. According to Spring, “The very statute whose preamble speaks of the wrongs done widows proceeds to

give statutory embodiment to those wrongs. Henry had shed crocodile tears for the widow.” No surprises there.

⁷⁶ Spring, p. 50.

⁷⁷ Stretton, p. 32.

⁷⁸ North, Christine. “Merchants and Retailers in Seventeenth Century Cornwall.” *When Death Do Us Part*, Arkell, et. al., ed. 300. By this authority’s figures, an estate valued above 500 pounds indicated a “wealthy testator.” The final valuation of Shakspeare’s estate is unknown, as the Prerogative Court of Canterbury (the court where Shakespeare’s will was probated) did not routinely keep the final Probate Accounts in which this figure was recorded. But from Shakspeare’s property and land purchases, as well as the 350 pounds in cash bequests in the will, it is a conservative assumption that he was at least among the middling rich.

⁷⁹ Erickson, p. 138.

⁸⁰ Erickson, p. 163. “The principal piece of property a man had to give to his wife was usually his house and land.”

⁸¹ In addition to the collections of Essex wills transcribed by F. G. Emmison, other collections that are readily available are: *Wills and inventories from the Register of the Archdeaconry of Richmond*, edited by James Raine; *The Publications of the Surtees Society*, Vol. CXLII; and *Wills and Inventories from the Registers of the Commissary of Bury St. Edmunds and the Archdeaconry of Sudbury*, edited by Samuel Tymms.

⁸² Erickson, pp. 32-33.

⁸³ Erickson, p. 158. In 14 locales spanning a variety of geographical areas throughout England, the percentages of women as executrix vary from 46% to 96%. Houlbrooke (cited below) puts these statistics at 63% to 96% depending on the jurisdiction, p. 136.

⁸⁴ Hodges, Mary. “Widows of the ‘Middling Sort’ and their Assets in Two Seventeenth-Century Towns.” *When Death do Us Part*, Arkell et.al., ed., p. 309.

⁸⁵ Erickson, 159. The reference is to Susan Wright’s 1982 PhD thesis of Salisbury wills. A contrasting study found that older widows were often appointed executrix even when they had adult sons.

⁸⁶ Honan, Park. *Shakespeare: A Life*. Oxford: Oxford University Press, 1999, p. 398.

⁸⁷ Erickson, p. 159.

⁸⁸ Hodges, p. 309. “The great majority of men left their surviving spouses either all their moveable property or the unbequeathed residue thereof.” This statement is confirmed by a reading of thousands of early English wills.

⁸⁹ Houlbrooke, Ralph. *Death, Religion & the Family in England 1480-1750*. Oxford: Clarendon Press, 1998. 136. Houlbrooke concurs with the element of respect, noting that “the custom of making the executor also the residual legatee was widespread, and this was “clearly regarded by many testators as a mark of favour as well as trust.”

⁹⁰ Emmison, 1978, pp. 73-74. In a long will with many bequests, an esquire of Wendon Lofts, Thomas Crawley, left “To Frances my wife the household stuff which she brought me and one featherbed.” Though this testator did allocate to his wife what she brought to the marriage, the bed was his sole bequest to his wife in this will. It might appear that a bed was an accepted article to leave to a wife who was not to be included in the bequests of the testator’s lands and goods.

⁹¹ Erickson, p. 162. Greenblatt, p. 146.

⁹² Houlbrook, p. 94.

⁹³ Emmison, 1980, pp. 43,37.

⁹⁴ Erickson, p. 161.

⁹⁵ Honan, p. 397.

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