

The Slippery Slope of Shakspere's "Signatures"

by Matt Hutchinson

When the six signatures believed to be those of William Shakspere (1564–1616) are examined in their social and legal environment, numerous anomalies present themselves relative to those of his contemporaries that suggest there is a strong possibility that law clerks wrote them instead.

After comparing all six of his purported signatures to those of his contemporaries, we will compare his to the other signatures by the legal deponents and witnesses on the Bellott-Mountjoy deposition, the Blackfriars Gatehouse conveyance, the Blackfriars mortgage, and then Shakspere's last will and testament.

We conclude by looking at how these findings relate to Shakspere's alleged handwriting in the manuscript of *Sir Thomas More* and find the association impossible to make due to all six signatures being regarded as "questioned." When considering the artist, we will use the public name of William Shakespeare; when considering the man from Stratford on Avon, we will use the private name of William Shakspere since that is how he is referred to in most legal documents.

Handwriting in Elizabethan and Jacobean England

Let us start by considering the perspective of the leading Shakespeare expert in the US. Samuel Schoenbaum writes in *William Shakespeare: A Documentary Life*:

The Elizabethans cared about their handwriting. The master calligrapher Peter Bales achieved fame by the improbable feat of transcribing the Bible within the compass of a walnut; Queen Elizabeth wore a specimen of his art mounted in a ring. (Schoenbaum 1975, xviii)

While Shakspere's playwriting contemporaries did not go to these lengths, as Jane Cox, former head of Renaissance documents at the British National Archives, notes, "Literate men in the sixteenth and seventeenth centuries developed personalized signatures much as people do today and it is unthinkable that Shakespeare did not" (Cox 33).

The seminal collection of Elizabethan and Jacobean handwriting is W.W. Greg's *English Literary Autographs 1550–1650*. William Shakspere is notable for his absence, despite living, in the words of Hugh Trevor Roper,

in the full daylight of the English Renaissance in the well documented reigns of Queen Elizabeth and King James I and...since his death has been subjected to the greatest battery of organized research that has ever been directed upon a single person. (Trevor-Roper 41)

Yet Greg found autographs—that is, a document in an author's own handwriting—by more than 130 authors of the period and had to cull many others due to size constraints, referring to the volume of existing samples from prose writers as "super abundant" (Greg 1932, Preface).

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The prevailing style of writing for dramatists of this period was italic (figures 1, 2).

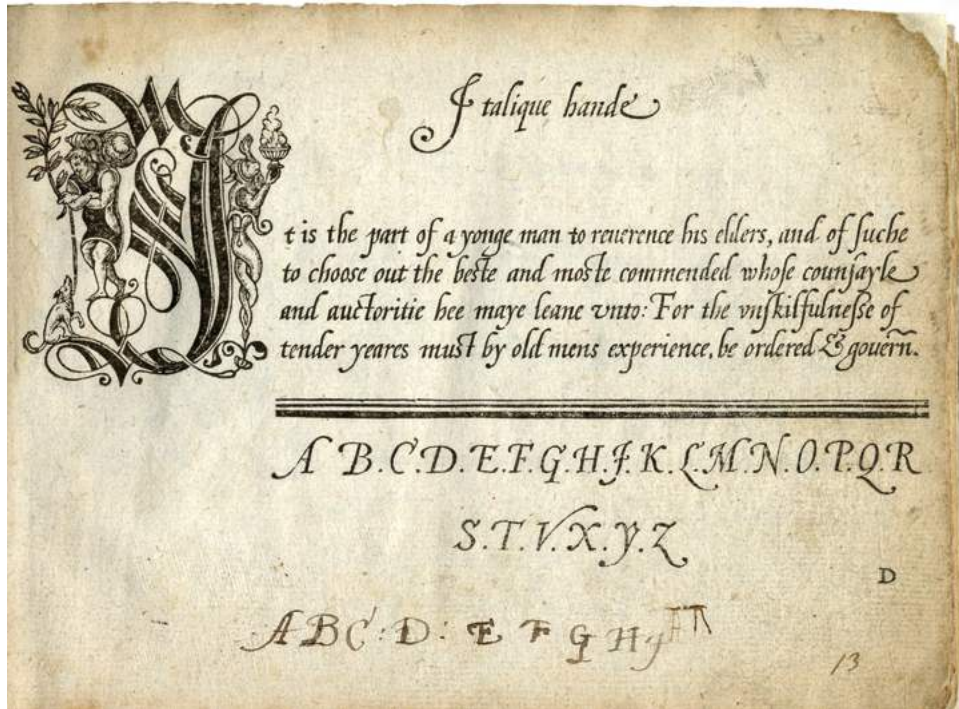


Figure 1: The italic alphabet.

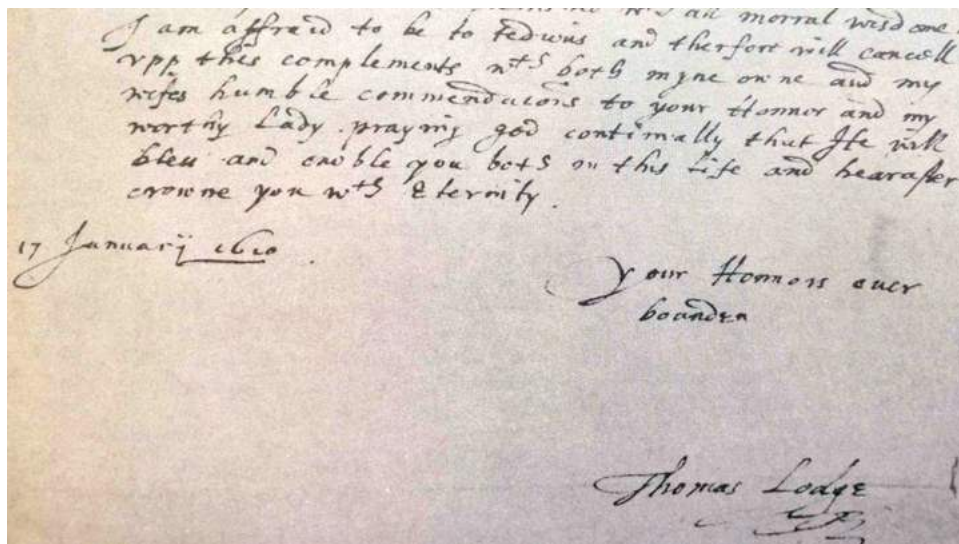


Figure 2: A letter from Thomas Lodge to Thomas Edmondess in the italic hand.

The Slippery Slope of Shakspeare's "Signatures"

The other predominant style of handwriting was "secretary hand," often used by scribes (figures 3, 5).



Figure 3: Secretary hand.

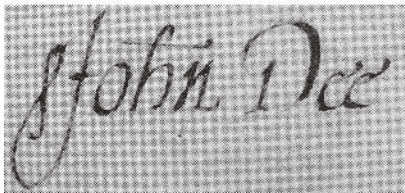
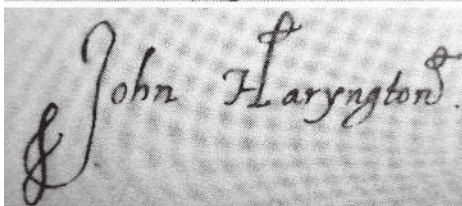
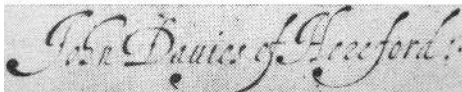
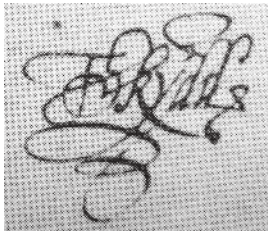


Figure 4A: The signatures of Thomas Kyd, John Davies of Hereford, John Haryngton and John Dee.

Shown here are some examples of signatures among dramatists in *English Literary Autographs*.

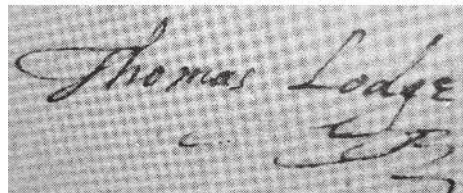
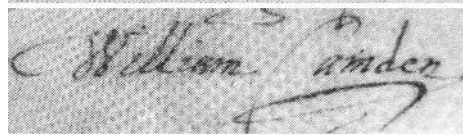
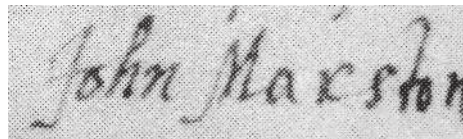


Figure 4B: Signatures of John Marston, William Camden and Thomas Lodge.

I Couent bind this my daughter Margaret Somper do Amore
 in Law & Court to be kept & firmly obligari with
 Crigg do Londen in Law made in hand, in quing
 libris sex solidis & octo denarijs legalis monete Anglie
 solvenda eidem Wille Crigge, executori vel executori
 suo. Ad quam quidem solvenda bene et fideliter
 facienda obligo me & heredes, executori et adhiberi meos
 firmiter & pube. Sigillo meo sigillat dat septimo
 die Octobris Anno regni dei nri Jacobi dei gratia Anglie
 Franc & Hibernie Regis 22^o Et Robo 2^o 1623

In conditioe of this obligati on sup. that if the above bounden
 Margaret Somper & her heirs shall from time to time
 with all and due time & times for ever, perform and keep the
 will of and singular conditions granted by Crigg & agreeunt
 returned & signed in our judgments bearing date the second
 day of May laste past before the date hereof (not on the
 said Crigg's date and ought to be respectively performed & kept
 made & executed by her the said Margaret, and Mary
 Somper her sister late deceased to the above named William
 Crigg, as of the all & singular conditions written & contained
 in Crigg's and agreeunt libris signed & comprised in our deed
 of Bargain & sale bearing date the eighteenth day of
 June laste past made & executed by them the said Mary
 & Margaret to William Crigg of Rodley (sonne of the
 said William Crigg) not on the part of her the said
 Margaret & her heirs as libris specially & particularly
 to be performed & kept, according to the purport & true
 meaning of the said written judgments & deed of Bargain
 & sale & in favor of them, upon this obligati on to be made
 & of new offer: or else to stand & remaine, always in full
 force & virtute.

In witness whereof I have hereunto set my hand & seal
 the day & date first above written
 Margaret Somper

In witness whereof I have hereunto set my hand & seal
 the day & date first above written
 William Crigg

In witness whereof I have hereunto set my hand & seal
 the day & date first above written
 Edward Somper

Figure 5: A Covenant bond from 1623 written in secretary hand.

Examining the Six Signatures of William Shakspere

The six alleged signatures of William Shakspere have been found on several legal documents. The first was on a court deposition in 1612. Two more appear on two deeds involving a real estate purchase in 1613. The final three are on each page of Shakspere's 1616 will (the first one badly eroded) (figures 6, 7):



Figure 6: The first signature was on a court deposition in 1612. Two more are on two deeds involving a real estate purchase in 1613.



Figure 7: The final three signatures are on Shakspeare's 1616 will.

Digitally-enhanced versions are shown below (figure 8):



It is important to note, as Shakspeare's biographer Diana Price points out, that paleographers,

disagreed among themselves as to the spellings in the signatures. With respect to signature n. 1 [the Bellott-Mountjoy deposition], Thompson spells it Willm Shakp (1923, 59; a line over the letter m indicates abbreviation); Sidney Lee spells it Willm Shak'p (1968, 519); C.W. Wallace (who discovered the signature) spells it Willm Shaks (1910, 500); C.J. Sisson spells it Shak- with no s or p, the hyphen indicating abbreviation (1961, 77n1); Tannenbaum cannot be sure whether it is Wilm or Willu and Shakper or Shaksper (1925, 157) (Price 2001, 337).

The Slippery Slope of Shakspere's "Signatures"

Each one of the six alleged signatures is spelled differently. Not one used the full surname "Shakespeare." Possible spellings are given below

- Willm Shakp • William Shakspēr • Wm Shakspē • William Shakspeare • Willm Shakspeare • By me William Shakspear

Ros Barber, English Lecturer at Goldsmith's, University of London, comments on these six signatures:

These signatures are not consistent with Heminges and Condell's testimony of blotless manuscripts. It seems unlikely that the person who could not write his name without a blot would be able to produce such a thing.... The signatures are in what is known as English secretary hand, and this is unusual. Most of his contemporaries signed their name in italic script. Italic had prestige. It is probable that the person who made these signatures could not write in italic script, or they would do so. Shakespeare shows himself aware of the idea of italic hand in Hamlet: "I once did hold it, as our statists do, a baseness to write fair" (Barber 426).

The signature on the first page of the will has deteriorated so much that it is almost useless for comparison, and many, such as Cox, omit it. Cox writes of the signatures:

It is obvious at a glance that these signatures, with the exception of the last two [on pages 2 and 3 of the will], are not the signatures of the same man. Almost every letter is formed a different way in each.... Which of the signatures reproduced here is the genuine article is anybody's guess. (Cox 33)

British archivist and archival theorist Sir Hilary Jenkinson wrote that additional factors need to be considered before attributing signatures to the people whose name they represent:

Criteria for the attribution of a piece of handwriting to a definite person are at present extraordinarily vague. For example, it is apparently not known generally that in the Elizabethan period (and later), a clerk taking down or copying a deposition might himself sign it with the name of the deponent: I believe it could easily be established that quite frequently he would give an air of verisimilitude by writing the signature in a different hand. More, a secretary writing his master's letters might do this.... Walsingham's secretaries, for instance, frequently write as though they were himself (Jenkinson 1922, 3:31–2).

Jenkinson concludes:

Attribution, therefore, must clearly be a matter for considerable caution and for careful scrutiny of evidence other than that offered by the writing itself; especially when we are concerned with the hands of persons who have left us very little on which to base our judgements.... I think it is not unfair to say that in the past even great authorities have sometimes been very casual in this matter. (Jenkinson 1922, 3:32)

This is especially true of the Early Modern period, when, as we shall see, the signature did not have the same legal validity as today. Professor of History Edward Higgs, in *Identifying the English*, writes that while today the signature is the primary method of authenticating documents,

in the medieval and early modern periods, however, the signature shared this function with the seal, and was indeed for much of the time subordinated to the latter. Even when used, the signature was not necessarily the sort of sign manual in use today. (Higgs 59)

Let us look then, in chronological order, at the alleged signatures in their original environment to see if:

- 1) The other signatories of the documents fulfill Cox's claim that literate Elizabethans and Jacobean developed personalized signatures, and
- 2) Whether there are other factors, as Jenkinson warns, that influence whether they may not be actual signatures from Mr. Shakspeare's own hand.

Comparing Signatures on the Bellott-Mountjoy Documents (1612)

Bellott v. Mountjoy was a lawsuit heard at the Court of Requests in Westminster in 1612. Stephen Bellott sued his father-in-law, Christopher Mountjoy, a wigmaker. Mountjoy had taken Bellott as an apprentice in his workshop, in close proximity to Mountjoy's daughter, Mary, whom Bellott later wed. Bellott sued Mountjoy over his promise, allegedly made in 1604, to pay Bellott a dowry.

On May 11, 1612, William Shakspeare was deposed regarding his memory of events relating to the events of 1604, when he lodged at the home of the Mountjoy family. Other witnesses were also deposed on May 11. Two further sets of depositions were taken on June 19 and 23, 1612.

The Slippery Slope of Shakspeare's "Signatures"

All documents survive from the court case. It is instructive to see all the signatures in the document. As Higgs notes in *Identifying the English*, from around 1500 onwards, being able to consistently reproduce a signature on legal documents became an increasingly important form of identification in a pre-ID-card society (Higgs 58–9). Putting one's name to an informal document with a more haphazard stroke of the pen is very different from doing so on a formal legal document, where being able to identify the signatories was important.

The first four documents are signed by either Bellott's solicitor Ralph Wormlaughton or by Mountjoy's solicitor George Hartoppe.

Figure 9 contains: A) Stephen Bellott's bill of complaint, dated January 28, 1612; B) Stephen Bellott's replication, May 5th and C) Christopher Mountjoy's answer, dated February 3. The rejoinder document is undated, though it must have been submitted after May 5, 1612 because it references Bellott's replication of that date, so it is safe to estimate that it was submitted approximately three months after Hartoppe's first signature on Mountjoy's February 3 answer.



Figure 9: A) Ralph Wormlaughton signature, January 28, 1612; B) Stephen Bellott's replication, May 5, 1612, C) George Hartoppe signature, February 3, 1612, and D) Hartoppe's signature on the rejoinder of Christopher Mountjoy, undated.

Moving to the three sets of depositions, the first deponent on May 11 was Joan Johnson, Mountjoy's former maidservant. She signed twice with her mark (figure 10).



Figure 10: Joan Johnson's two marks.

Daniel Nicholas, a gentleman of the parish of St. Alphage, participated in both the first session of depositions on May 11, signing twice (first two signatures, below) and the second session

on June 19, signing three times. There is no noticeable change in his signatures over the course of a month (figure 11):



Figure 11: Signatures of Daniel Nicholas, a gentleman of the parish of St. Alpbage.

William Shakspeare was also deposed at the first session; his deposition bears a signature (figure 12).

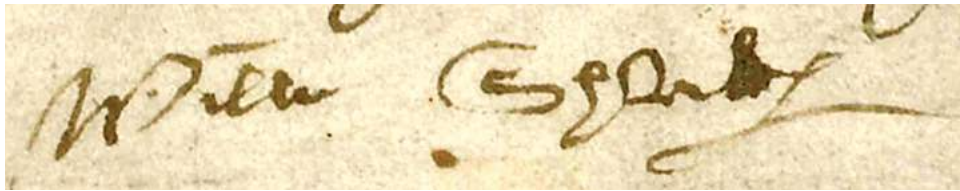


Figure 12: William Shakspeare's alleged signature.

In the second set of depositions, there appear the following signatures: William Eyton, Bellott's apprentice; George Wilkins, victualler, brothel keeper and playwright, and Humphrey Fludd, trumpeter, who signed twice (figure 13).



Figure 13: Signatures of William Eyton, George Wilkin and Humphrey Fludd.

The Slippery Slope of Shakspere's "Signatures"

Chris Weaver, a mercer (dealer in fabrics), signed twice in the second session and once in the third session (figure 14).

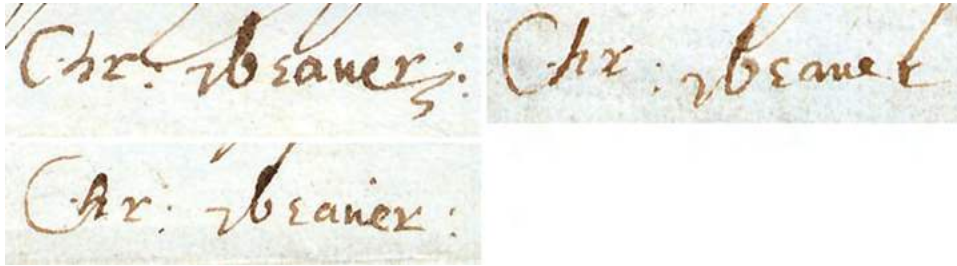


Figure 14: Signatures of Chris Weaver.

Noel Mountjoy, "tiremaker" and younger brother of the defendant, signed twice in the second session and twice in the third session, spelling his name in the original French, Montjoy, rather than the anglicized Mountjoy (figure 15).

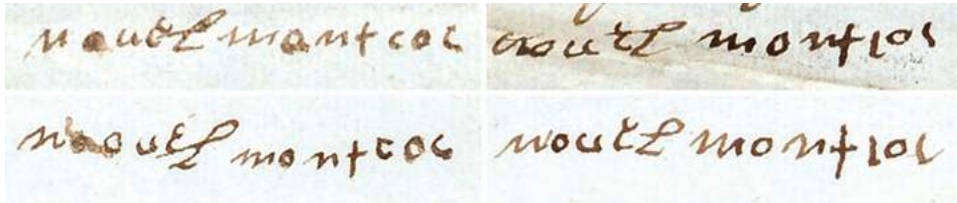


Figure 15: Signatures of Noel Mountjoy.

Thomas Flower, garment maker, signed twice (figure 16).



Figure 16: Signatures of Thomas Flower.

It is interesting to compare the signatures of this diverse group of Elizabethans: a maidservant, tire maker, mercer, gentleman, apprentice, garment maker, two playwrights and two lawyers. The two lawyers' professional signatures reflect their legal training, while the penmanship of the witnesses ranges from excellent (such as Nicholas) to average (Flower).

Shakspere's alleged signature is anomalous in several ways:

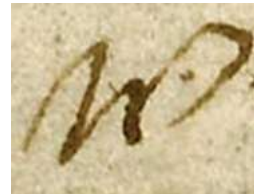
- 1) The surnames of all other deponents are signed in full.
- 2) In instances where a deponent signs more than once, the signatures all match and satisfy Cox's statement that "Elizabethans developed personalized signatures," even for those deponents who were not professional writers. This is especially true on legal documents.

- 3) All the other signatures are not rushed or “dashed in,” whereas Shakspeare’s is “hastily written” (*Shakespeare Documented*) and rather “careless” (British paleographer Edward Maunde Thompson); the others seem to be deliberate and thoughtful. Even the poorer handwriting specimens (such as the signatures of Flower) are nevertheless clear examples of signatures reproduced faithfully from one signing to the next.

Forensic document examiner Roy A. Huber, writing in *Handwriting Identification: Facts and Fundamentals*, states that handwriting written in haste,

frequently contains elements of a person’s writing that are unusual or accidental. They may never appear again in another example. They are unreliable indicators of normal writing habits or of a writer’s normal range of variation. (Huber 52)

- 4) Besides Shakspeare and Wilkins, none of the deponents were writers. Yet Wilkins clearly demonstrates in his single signature what William Shakspeare could not do in six: clear penmanship and a confident hand; what we might call “signing with a flourish.”
- 5) The “W” in William contains an ornamental dot, which was common in the legal writing of the time, but which does not occur in the signatures of any of the other deponents, nor any of the 130 writers in *English Literary Autographs*. As British paleographer Edmund Maunde Thompson observes, this ornamental dot “is a common feature also in other capital letters of the English [Secretary] alphabet, **particularly in the scrivener’s hand**” (my emphasis) (Thompson 1916, 25) (figure 17A).
- 6) Shakespeare’s surname is illegible. Is that really a “k” below? It seems more an educated guess rather than a positive identification. I ask how anyone, seeing the “k” in isolation, could make a positive identification (figure 17B).



Thompson comments on this particular signature:

In this signature to Shakespeare’s deposition we see a strong handwriting altogether devoid of hesitation or restraint, the writer wielding the pen with the unconscious ease that betokens perfect command of the instrument and an ability for swift formation of the letters (Thompson 1916, 9–10).

How much of a “perfect command” could the writer have, such that five paleographers interpreted this signature five different ways with different spellings, and such that the “k” is indecipherable?

The Slippery Slope of Shakspere's "Signatures"

- 7) The surname is not only abbreviated; it is abbreviated in the scribal convention. None of Mr. Shakspere's contemporaries did this in *English Literary Autographs*. First names of writers were often spelled with the first initial and a full stop, or the first few letters of the first name with a colon, for example, A. Rowley and Tho: Nashe. But surnames were not typically abbreviated in this manner on legal documents.

Maunde Thompson recognized the problem:

The Christian name is written indifferently in a shortened form or at full length, following the ordinary practice of the time. It will, however, be noticed that in each of the first three signatures the surname is written in a shortened form. (Thompson 1916, 5)

Furthermore:

It is notable that the medial "s" of the surname is omitted, as though the writer thought the letter negligible.... unless, indeed, in his hurry he accidentally left it out. (Thompson 1916, 8)

Of the 130 writers in *English Literary Autographs*, only one spelled his surname in an abbreviated form. Royalty and members of the clergy were exceptions: Elizabeth and King James only used their first names, for example, never their surnames. But for professional writers, only Edmund Spenser does not spell his surname in full; in this case, however, his contraction differs from a scrivener's abbreviation used by clerks. Spenser developed this signature when working as a secretary in the 1570s and 1580s in Ireland, before italic took hold, in which he would add "Copia Vera" or "A True Copy" and his signature to a large volume of documents. (Marlowe's only extant signature, from 1585 in a Secretary hand, was also made before italic hand became predominant.) Spenser signed his name in full on other documents and there is no reason to believe he would not do so in the Court of Requests. In terms of the consistency of replicating his signature and the overall beauty of his penmanship, Spenser's signatures are the antithesis of Shakspere's alleged ones (figure 18).

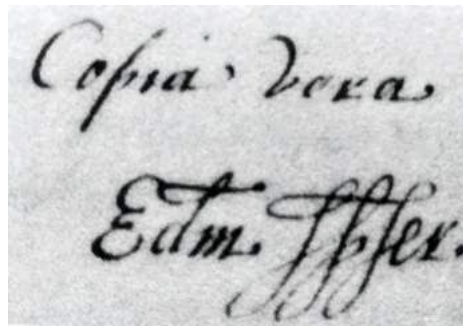


Figure 18: Edmund Spenser's signature.

One further anomaly stands out—what is that large dot beneath the “signature?” There is no comparable mark on any of the other signatures, or in the entire Bellott-Mountjoy documentation (figure 19).

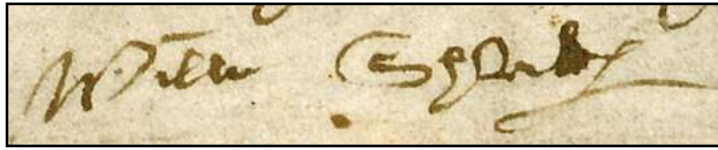


Figure 19:
William Shakspeare's
alleged signature.

Edwin Durning-Lawrence, a British lawyer and Member of Parliament, opined that

Answers to Interrogatories are required to be signed by the deponents. In the case of “Johane Johnsons,” who could not write her name, the depositions are signed with a very neat cross which was her mark. In the case of “William Shakespeare,” they are signed with a dot which might quite easily be mistaken for an accidental blot. Our readers will see this mark, which is not a blot but a purposely made mark. (Durning-Lawrence 1910, 168)

The Court of Requests required a deponent’s best efforts at a signature, including a full surname, or their usual mark. I have found no examples of abbreviated surnames in the Court of Requests documents I have studied, and I encourage others to peruse the documents at Kew to ascertain if any were. In Stretton’s study of 20 cases at the Court of Requests in his book *Marital Litigation in the Court of Requests 1542–1642*, of the 73 signatures and 6 marks he reviewed, not one signature abbreviated the surname. Durning-Lawrence states “such an abbreviation would be impossible in a legal document in a Court of Law.” (Durning-Lawrence 1910, 170)

Given Sir Hilary Jenkinson’s opinion that clerks, taking down or copying a deposition, might sign the name of the deponent in a different hand to give it an “air of verisimilitude,” the anomalies may be explained. As Durning-Lawrence writes:

It may not be out of place here again to call our readers’ attention to the fact that law documents are required to be signed “in full,” and that if the very rapid and ready writer who wrote “Wilm Shakp” were indeed the Gentleman of Stratford it would have been quite easy for such a good penman to have written his name in full; this the law writer has not done because he desired only to indicate by an abbreviation that the dot or spot below was the mark of William Shakespeare of Stratford-upon-Avon. (Durning-Lawrence 1910, 171)

The Slippery Slope of Shakspeare's "Signatures"

In fact, Durning-Lawrence opined that the “signature” was signed by the clerk who wrote the lower portion of Mr. Shakspeare’s deposition (a different hand writes the first three points) using a contrived hand. Forensic document examiner Roy A. Huber also noted similarities between the handwriting of the clerk who wrote the lower portion of the deposition and the “signature.” Other explanations are feasible and should be explored, as other clerks would have likely come into contact with the document. This should be possible as a voluminous amount of Court of Request documents exist, many of which have not yet been properly sorted and indexed.

Signatures on the Blackfriars Document (1613)

In March 1613, Shakspeare, along with three other men, agreed to purchase a gatehouse in London known as Blackfriars. Of the documents effectuating the transaction, a bargain and sale agreement dated March 10 (figure 20)



Figure 20: Blackfriars’ bill of sale, dated March 10, 1613.

and a mortgage deed dated March 11 (figure 21) are believed to contain his signatures. Although dated one day apart, it is believed by many that they were both signed on March 11 because it was usual for mortgage deeds to be dated one day after the date of the purchase and sale agreements, even if they were signed one moment later. The reason for this was that the owner would not want to part with his property before he received his consideration. In any case, there would likely have been a short period of time between the two signatures.

Seven people allegedly put their signatures to each of the two documents for the purchase and sale of the Blackfriars. The first three were John Jackson, William Johnson and William Shakspeare, on the front of both documents.



Figure 21: Mortgage deed dated March 11, 1613.

The Slippery Slope of Shakspeare's "Signatures"

On the reverse side of these documents, the sealing and delivering of the deed was witnessed by William Atkinson, Edward Overy, Robert Andrews and Henry Lawrence (figures 22, 23).

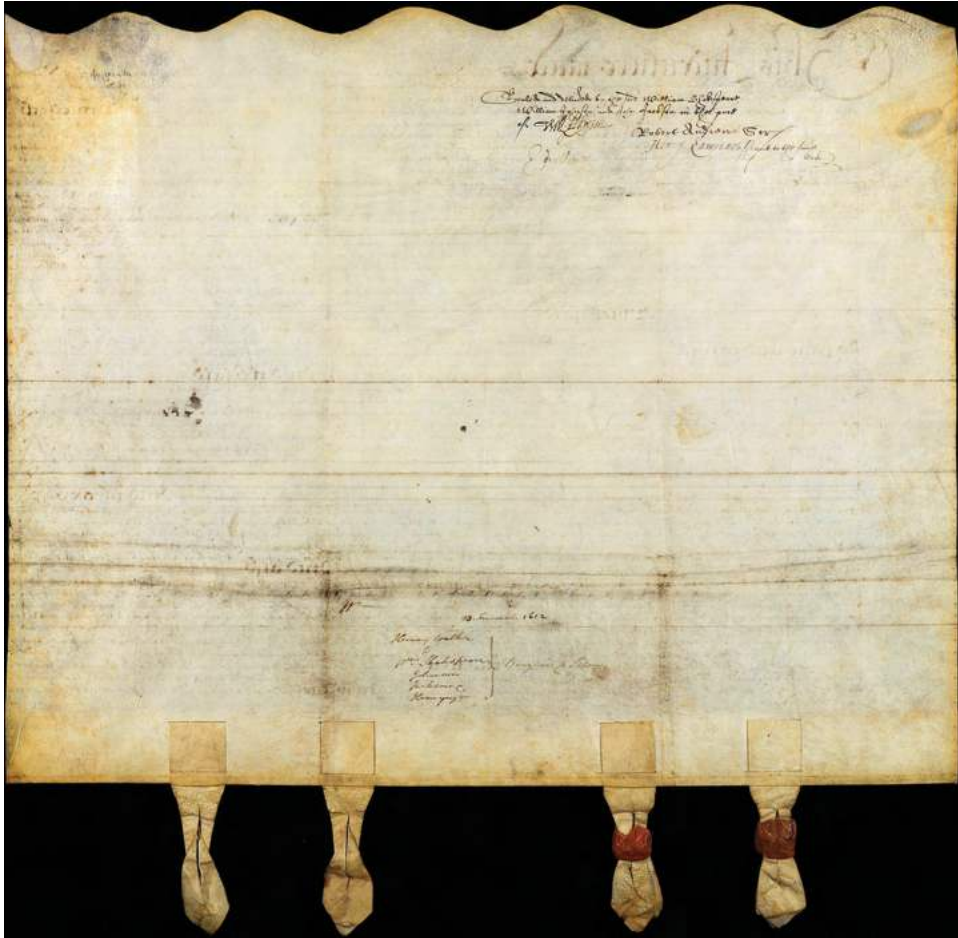


Figure 22: The reverse side of the March 10 document.



Figure 23: The reverse side of the March 11 document.

A closer look at the two signatures of William Johnson, a wine merchant (figure 24).



Figure 24: Signatures of William Johnson from March 10 and March 11, 1613.

The Slippery Slope of Shakspeare's "Signatures"

Five years later in 1618, two years after Mr. Shakspeare's death, William Johnson also signed the bargain and sale agreement for the transfer of the Blackfriars Gatehouse to new trustees (figure 25).



Figure 25: Transfer of the Blackfriars Gatehouse to new trustees in 1618.

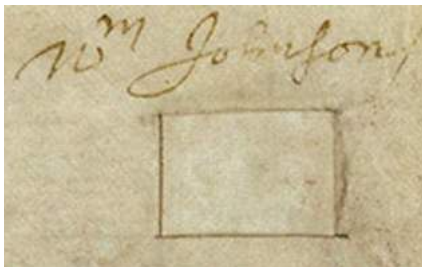


Figure 26: a close-up of Johnson's signature on the 1618 agreement.

As can clearly be seen, William Johnson's signature remains essentially the same, whether separated by five years or one day (or less).

John Jackson, gentleman, also signed the two deeds in 1613. Like William Johnson, he signed the 1618 deed.

Again, there is no real variance between the three signatures despite a five-year gap between the first two and the last. This is longer than the four-year span separating the six Shakspeare signatures.



Figure 27: Signatures of John Jackson from the 1613 documents.



Figure 28: Signature of John Jackson from the 1618 document.

Now we come to Mr. Shakspeare's alleged signatures, dated 10 and 11 March 1613, but probably signed on the same day. The signatures look like those of two different persons: the letters "S-h-a" in the surname, for instance, are formed differently in each.



Figure 29: Mr. Shakspeare's alleged signatures, with graphic enhancements.

The Slippery Slope of Shakspeare's "Signatures"

On the reverse side of each of the documents are the signatures of the four witnesses: William Atkinson, Clerk of the Brewers' Company; Edward Overy, gentleman; Robert Andrewes, scrivener; and Henry Lawrence, servant to the scrivener (figures 30–33).

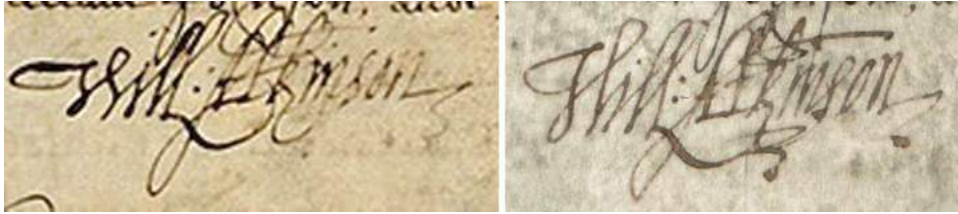


Figure 30: Signatures of William Atkinson, Clerk of the Brewers' Company.



Figure 31: Signatures of Edward Overy, gentleman.

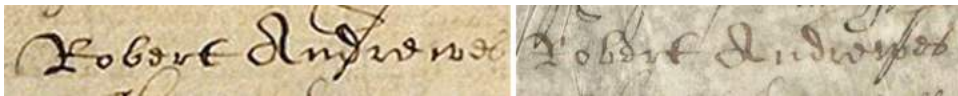


Figure 32: Signatures of Robert Andrewes, scrivener.

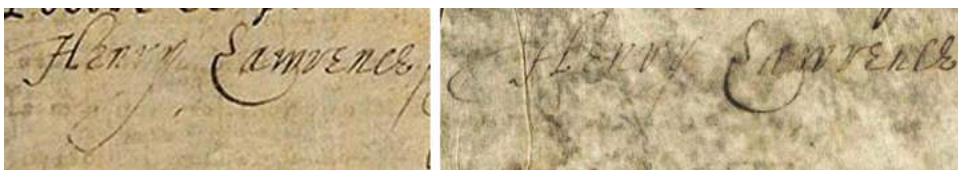


Figure 33: Signatures of Henry Lawrence, servant to the scrivener.

The four witnesses also signed their names to another document relating to the sale: the bargain and sale signed by Henry Walker, dated March 10, 1613.

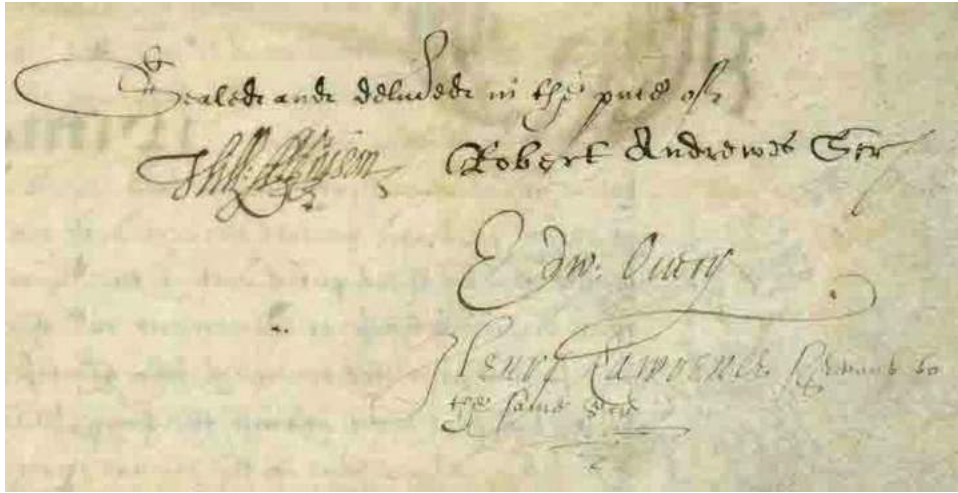


Figure 34: Bargain and Sale signed by Henry Walker, dated March 10, 1613.

Just like William Johnson and John Jackson, who were not professional writers, all signatures match their counterparts in the two deeds. Except Shakspeare's.

As with the Bellott-Mountjoy signature, the Shakspeare signature on the copy of the bargain and sale agreement contained an ornamental dot, as was common in legal writings of the time but absent from the signatures of professional dramatists. Once again, the surname in both instances is abbreviated using the clerical conventions of the time, no other signatures on these documents were abbreviated, and, if they were, they would have been unacceptable on legal documents.

In the body of the March 10, 1613 purchase deed of the Blackfriars property there are seven dotted "W's" in the first six lines. In the body of the mortgage deed of March 11, 1613 in a different clerk's hand, there are seven dotted "W's" in the first five lines.

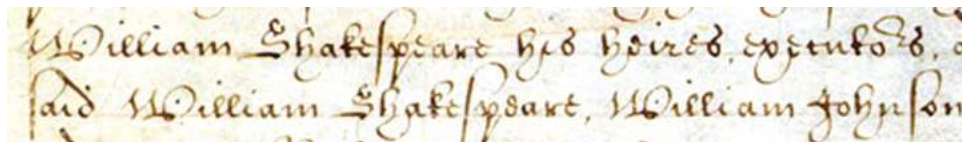


Figure 35: A portion of the March 10 deed which includes three of the dotted "W's".

The Slippery Slope of Shakspere's "Signatures"

So, from a paleographical point of view, Shakespeare's signatures are once again anomalous.

The problems do not stop there. When we look at the legal requirements of the two 1613 documents, we see that neither actually required signatures at all, whereas the 1618 document did.

Deeds in the Elizabethan Era contained one of two clauses: "sett their seals" or "sett their hands and seals." In Elizabethan society, where a large proportion of the population was illiterate, sealing a document was the most popular way of validating it. Sir Hilary Jenkinson writes:

It is a point rather frequently overlooked that the chief if not the only purpose of seals was originally to authenticate: they were the equivalent of the modern signature at a time when the principals in any business or administrative transaction could seldom read and still more seldom write.... (Jenkinson 1980, 150)

Higgs writes that in the Early Modern period, the signature's use as a method to authenticate documents,

shared this function with the seal and was indeed for much of the time subordinated to the latter. (Higgs 59)

But adding a signature was becoming more common as literacy rates in the Elizabethan Era had increased from medieval times. It became the preferred option because the signature added another layer of authenticity and proof against fraud. A document that was "signed, sealed and delivered" was considered the most secure. However, from a strictly legal point of view, only sealing was required.

The clauses of both 1613 documents clearly read "set their seals," meaning there was no requirement that the document be signed to authenticate it. On the back of the document (verso), the four witnesses were witness "to the sealing and delivery."

Compare these to the 1618 document, signed by Jackson and Johnson, as well as John Heminges, which requires that they "Sett their hand and seals." This document **required** a signature from Jackson, Johnson and Heminges.

The signature of John Heminges is consistent with the one which appears on actor Richard Cowley's will the same year (figure 36):

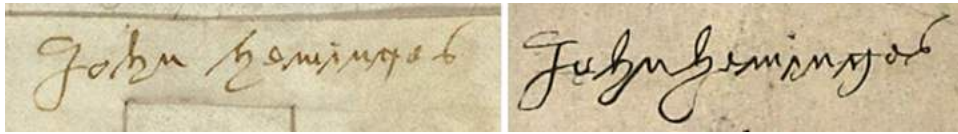


Figure 36: Signatures of John Heminges.

Since the signatures of Jackson and Johnson on the 1618 document unquestionably match the handwriting on the two 1613 documents, there can be no doubt that their 1613 signatures are from their own hands. But the same cannot be said about the two Shakspeare signatures, which differ markedly. I believe the reason is because they were made by two different people. And if they were made by two different people, then neither were probably written by Shakspeare, as he would not have signed one and not the other. Notice that the 1618 signatures are placed on the deed itself, rather than on the tabs.



Figure 37: Signatures on the 1618 document.

Contrast this to the two deeds from 1613 where the names are written on the tags or tabs (figure 38). It should be noted that clerks would often inscribe the names of the sealants on the tags. This was to help identify multiple sealants, particularly if they shared a seal (as Shakspeare and Johnson did, using the clerk Henry Lawrence's seal), which was fairly common.



Figure 38. Seals on the two deeds from 1613.

The Slippery Slope of Shakspeare's "Signatures"

As a handbook on sigillography states:

Frequently, when attaching several seals, the names of the sealers are written on the bow over the seals or on the parchment strips. (Bresslau 596)

Another guide states that "the names of the sealers are sometimes recorded by the scribes of the document" so that "the sigilator could recognize the points which were conceived for the individual seals" (Ewald 176).

This also helped identify the sealers if the seal, or the seal and tag, was to come off, which they sometimes did. A clear case of this is shown below on the bottom far right, where John Jackson's seal has come off (figure 39).



Figure 39: Showing a missing seal.

In R.B. Pugh's catalog of deeds, *Calendar of Antrobus Deeds before 1623*, literary historian Robert Detobel makes the distinction in Pugh's description of deeds between those "signed" by the signatory and those "inscribed" by the clerk. Pugh followed the same protocol used by the British Records Association in its "Reports of a Committee on the Cataloging of Deeds," in which genuine signatures and a clerk's inscriptions of names are differentiated. Consider the description of two deeds from 1612 (highlighted in figure 40):

Marked with the mark of Alice Bundye wife of Robert Bundye.
Seal: oval; c. $\frac{1}{8}'' \times \frac{8}{16}''$; armorial—a chevron between three lozenges; red wax; tag inscribed "Bundie"; broken.
Endorsements: (i) Sealed and delivered by Alice Bundye widow late wife and executrix to Robert Bundye in the presence of Ni. Hyde.
 (ii) The counterpart of W^m (?) Beytham his lease of land in Amesbury (? contemporary).
 (iii) 1 July 1612.
 The Earl of Hertford } Lease of 7 acres of land part of
 to } the demesnes of the late dissolved
 Robert Bundie } priory of Amesbury (c. 18th cent., hand C).

147. Covenant by the lessor for peaceable enjoyment. English.
Seal: missing; tag inscribed "Rutt".
Endorsements: (i) The counterpart of Rutt's lease for certain Billett Land in Amesbury Wiltes (? contemporary).
 (ii) 1612. Lease of 4 a. of land called Barnards Field part of Amesbury demesnes (c. 18th cent., hand C).

Figure 40. Description of two deeds from 1612 in R.B. Pugh's catalog of deeds.

In Pugh's book, missing seals or tags were not uncommon, again illustrative of why scribes often inscribed the names of the sealers on the tags.

A further point that Detobel raises, first suggested by Malone and endorsed by Tannenbaum, is that the seal tabs with the names of Shakespeare on them seem greasy. Although it is difficult to see in copies as compared to the originals, in the two pictures below, the names of Johnson and Jackson appear more vibrant and the ink appears to have been written with more facility than Shakspeare's names.

In a close-up of Shakspeare and Jonson's tabs, note the "W" in "William" and "S" in the surname appear slightly blotted, indicating the possibility of difficulty writing on the surface. The "W" of "William" and the top of the "S" of the surname are not taking to the paper as easily (figure 41).



Figure 41: From the March 10, 1613 document.

The Slippery Slope of Shakspere's "Signatures"

Likewise, in the close-up of the second deed, on the other Shakspere and Jonson tabs, the "Wm Shakspe" has clearly not taken to the parchment as well as the other two names. The Shakspere name does not come out as clearly as Johnson's (figure 42).



Figure 42: From the March 11, 1613 document.

This would suggest that Johnson and Jackson both put their names to the tags when the deal was being executed, which would have aided identification, especially because one seal had been shared. Then at a later time, during the sealing and delivering process after the glue had been applied to attach the tags to the deed, the clerically abbreviated name of William Shakspere was added to the appropriate tags to aid in identification if the seal or tag were to come off. It would make sense for the scribe for each party to do this, hence the differing handwriting, clerical abbreviation and use of legal nomenclature. This also explains why the writing did not take to the parchment as the other two signatures did.

Attempting to argue that Mr. Shakspere signed the two 1613 documents presents a nonsensical situation: three men, each of whom were capable of signing their names to a legal document, chose not to do so because their signatures were not technically required. Instead they chose to authenticate these documents using the less secure method of sealing. After the deal

was complete, Mr. Shakspere waited until after the clerk applied the glue to attach the tags to these legal documents, at which time he signed his name on each one, over a tag on each one, by signing two entirely different forms of penmanship, using an illegal abbreviated surname and using scrivener's abbreviations—entirely unlike any of the signatures of every other person who co-signed documents with him.

On the *Shakespeare Documented* website, Professor of English Alan Nelson seems to recognize a problem, explaining that the signatures of other signatories are unproblematic:

Henry Walker's signature, which occurs only once among surviving documents, is unproblematic. The signatures of William Johnson and John Jackson are consistent over three documents, including the 1618 indenture.... John Heminges' signature from 1618 matches his signature in the archives of his parish church of St. Mary Aldermanbury. (Nelson, *Shakespeare Documented* website)

Yet trying to explain Shakespeare's signature, Nelson simply continues:

Here, personal signatures clearly took precedence over their seals as evidence of identity. (Nelson, *Shakespeare Documented* website)

Clearly they did not, for if Shakspere was able to sign, as Johnson and Jackson clearly were and did, the clause would have been "sett their hands and seals" and they would have signed on the document proper. This would have made the deed more secure. There is no reason this should not have occurred, given Johnson and Jackson's consistent signatures from 1613 to the 1618 deed, where the authenticating clause required a signature. Nelson fails to acknowledge that the legal requirement to execute a deed in 1613 was by sealing, not by signing. He fails to raise any of the issues discussed herein.

Likewise, the Wikipedia entry on "William Shakespeare's" handwriting presents misleading information:

Three of these signatures are abbreviated versions of the surname, using breviographic conventions of the time, which was common practice. For example, Edmund Spenser sometimes wrote his name out in full (spelling his first name Edmund or Edmond), but often used the abbreviated forms "Ed: spser" or "Edm: spser." The signatures on the Blackfriars document may have been abbreviated because they had to be squeezed into the small space provided by the seal-tag, which they were legally authenticating. (Wikipedia, "Shakespeare's Handwriting," accessed 08/15/2020)

"Breviographic conventions" are scribal abbreviations used by law clerks and scribes. These conventions were certainly used, but not by parties to a legal agreement when signing their names to authenticate the transaction. As we have seen, Spenser's signatures were developed in a secretarial capacity and he could and did write his name in full when required, with a perfect constancy, unlike Mr. Shakspere's signatures. And the "signatures" most certainly were not authenticating the document—if they were, the authenticating clause would have read "signed and sealed" rather than just "sealed."

Summary of Evidence Presented

Of the 16 people who allegedly put their signatures to the same legal documents as Mr. Shakespeare, only Mr. Shakspeare's signatures were not written with a measured hand or a full surname. Of the 14 people who allegedly signed their names to these legal documents more than once, only Mr. Shakspere's signatures are inconsistent. His signatures are the only ones to use scribal abbreviations and legal writing techniques. Yet unlike many of his fellow signatories, he was supposedly a writer by profession.

Edmund Maunde Thompson writes:

It is remarkable that this [the Bellott-Mountjoy signature], should again, like the other two [the Blackfriars signatures], come to us in a shortened form, but in a different form from the others. (Thompson 9)

Remarkable indeed and without precedent—no other dramatist in the Elizabethan or Jacobean eras set their signatures in this way on legal documents. I would suggest there is no other literate person in this time who did this.

Other Wills of the Elizabethan and Jacobean Eras

Before examining Shakspere's will, it is instructive to look first at the other wills of the period made by his contemporaries.

Shakespeare scholar E.A.J. Honigmann and Susan Brock's *Playhouse Wills: 1558–1642* contains transcriptions of 135 wills of Shakespeare's playhouse contemporaries. Honigmann and Brock write that testators

would **occasionally** sign each sheet of a will as well as the last page but there was no requirement to do so; indeed, the absence of the seal or signature of the testator or witnesses in no way invalidated a written document provided there were two or three witnesses and its authenticity was unquestioned. (Honigmann & Brock 12–3)

Indeed, of the 135 wills of Shakespeare's contemporaries in *Playhouse Wills*, only 8 (or 5%) signed their names on more than one page, and of those only 6 (4%) signed on every sheet.

Wills were often drawn up using a formulaic template such as those in Swinburne's 1611 *A Briefe Treatise of Testaments and Last Willes* and West's 1610 *The First Part of Simboleography*. As Cutting demonstrates (Cutting 176), the wills of Jacob Meade and Shakspere both seem to follow one of the templates set out in West's work:

Jacob Meade	William Shakspere
....sick in body but of good and perfect memory (praysed bee god therefore) doe make and ordayne this my Last wyll and testament in manner and forme ffollowing that is to say) first I Coment my soulle unto the hands hoping through of Almighty god my maker Assuredly the only merits of Jesus Chryst my saviour to bee made partaker of Lyf everlasting And I Comend my Body to the earth whearof it was made.	in perfect health & memory god be praysed doe make & ordayne this my last will & testament in manner and forme following That is to saye ffirst I commend my soule into the handes of my god my creator hoping & assuredly beleeving through thonellie merittes of Jesus Christe my savior to be made partaker of life everlasting And my bodye to the Earth whereof yt ys made.

Comparison of Wills

Shakespeare's will states that he is in "perfect health," whereas the majority of testators both in *Playhouse Wills* and in general wrote that they were in poor health, and the legal templates of the time reflected this, stating "in poor health" as the standard option. Let us first look at those others in *Playhouse Wills* who, like Shakspere, claimed they were in good health and signed their names more than once.

Arthur Wilson was a dramatist who had "three plays performed by King's company at court and Blackfriars" (Honigmann and Brock 208), he wrote his own will "in health," noting rather eloquently "knowing by Divine Truth that man is as the flower of the ffeild, as a Vapor, as dust, as a shadow that passeth away; and by humane Experience as a brittle glasse, soone broken."

The Slippery Slope of Shakspeare's "Signatures"

Below are two signatures of Arthur Wilson (figure 43) and Wilson's name as he writes it at the beginning of his holographic will (figure 44):

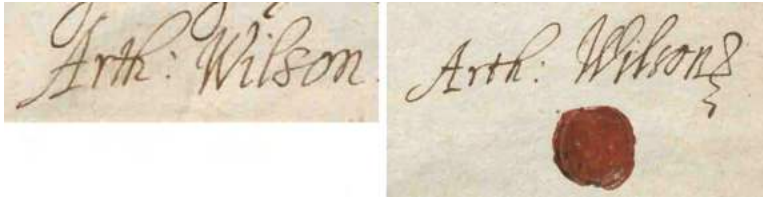


Figure 43: Signatures of Arthur Wilson.

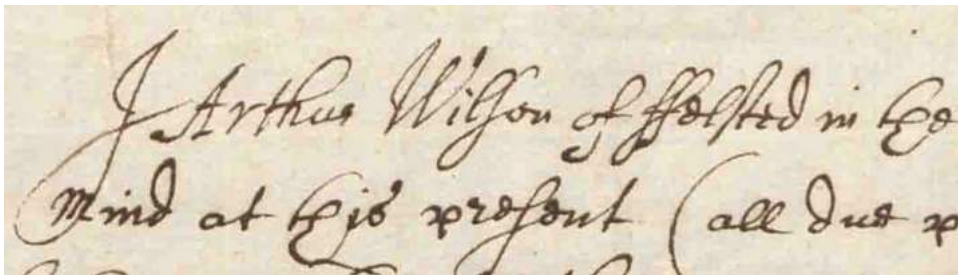


Figure 44: Arthur Wilson's name in his holographic will.

Edward Pudsey (1573–1613), “in health,” was a “theatre goer.” Notebooks include extracts from quarto editions of several Shakespeare plays and from *Othello*, not published until 1622 (Honigmann and Brock 94). He signed his will three times (figure 45).

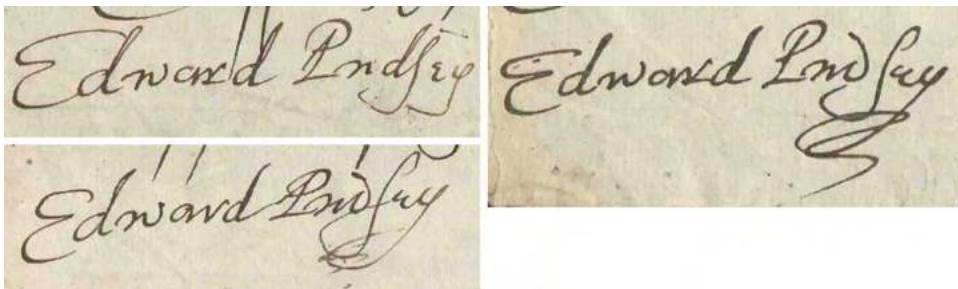


Figure 45: Signatures of Edward Pudsey.

John Astley, Master of the Revels from 1622 to 1640, signed his holographic will twenty times, five of which are shown below (figure 46).



Figure 46: Signatures of John Astley.

When considering those wills that state that the testators are in poor health, caution must be used, as Cressy notes:

Wills are, unfortunately, beset by a serious problem which renders them, as Margaret Spufford says, “fundamentally unsatisfactory.” Most wills were made close to death when the testator was battling his final illness. Many will-makers were senile or incapacitated, and those amongst them who had once known how to write might now find it impossible to sign their names or even hold a pen. (Cressy 106–7)

While the qualities of those “sick in health” are considerably less than those in good health, the formation of letters is still more consistent than Shakespeare’s, and unlike Shakespeare’s none use the legal markings of the time.

Ellis Worth, actor, “Weak of Body,” signed twice (figure 47).



Figure 47: Signatures of Ellis Worth, actor, “Weak of Body”.

The Slippery Slope of Shakspeare's "Signatures"

Actor John Shancke, "being sicke and weake in body," signed his will seven times (figure 48).

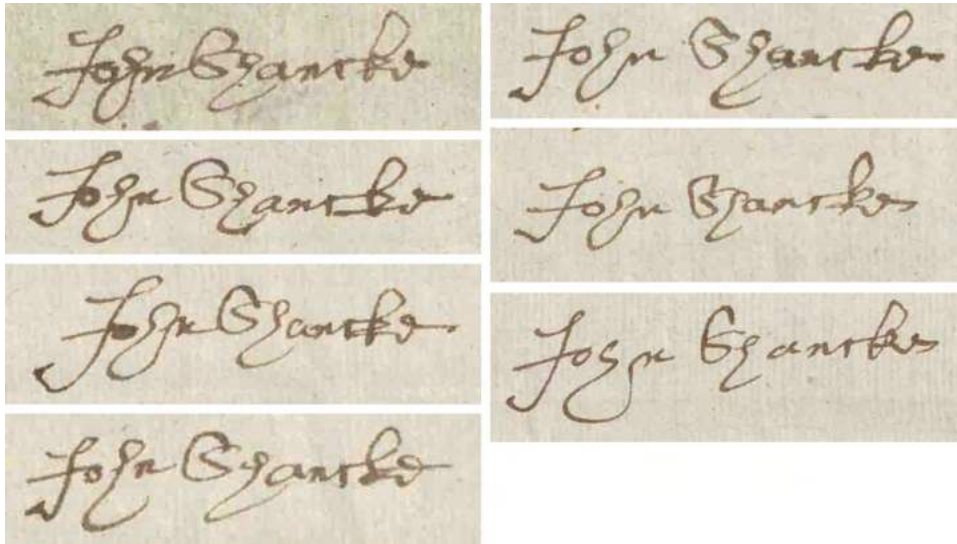


Figure 48: Signatures of John Shancke.

Actor Henry Cundall, "being sick in body," signed nine times. Although his penmanship is very poor, his attempts to form each letter are consistent (figure 49).

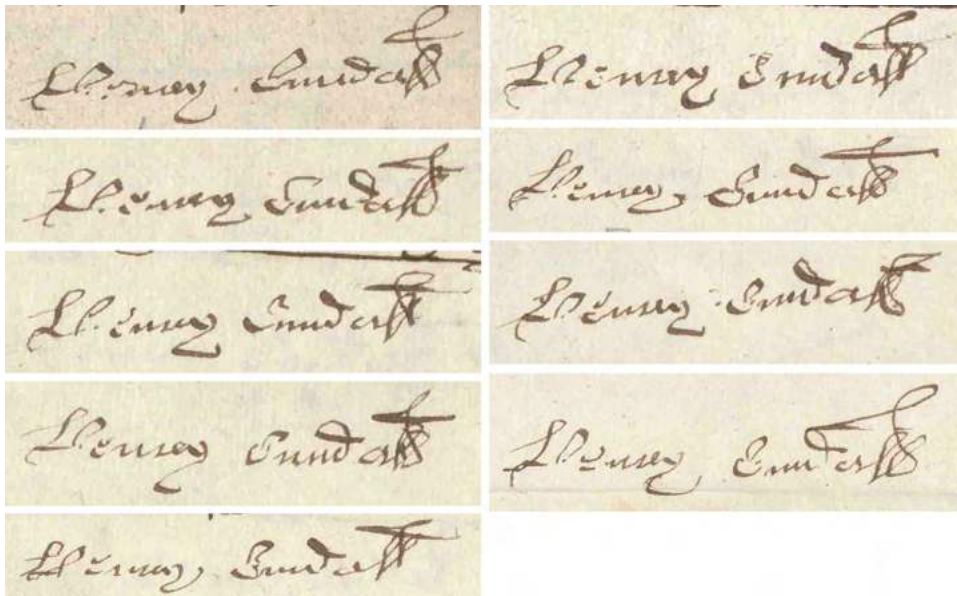


Figure 49: Signatures of Henry Cundall.

Actor-dramatist Robert Armyne, “weake in bodie,” signed twice. The “A” in the first signature and the “t” and “m” in the second are faded, but can be seen in higher resolution copies (figure 50).



Figure 50: Signatures of Robert Armyne.

John Garland, “sicke in Bodie,” signed twice. The “r” in his first surname may indicate a slip of a pen or a frail hand—one can only speculate. But he still forms his letters with far less variation than the Shakspeare signatures.

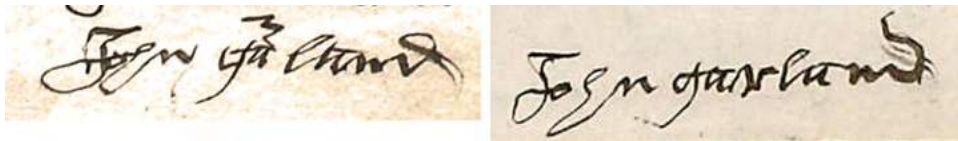


Figure 51: Signatures of John Garland.

Examining Contemporary Wills Signed by Proxy

Sometimes clerks would sign the wills for the testators. Usually the clerk would sign the “signature” of the testator in a different hand than he used in the body of the will: sometimes slightly different, sometimes more obscure.

Below is an interesting example in which the clerk appears to have changed a letter in the “signature” from that in the body of the will. The will of John Nicholas has four signatures affixed to it. It reads “putt my hand and seal.” The first three ‘signatures’ (figure 52).



Figure 52: Signatures of John Nicholas.

The Slippery Slope of Shakspeare's "Signatures"

From the same will, notice in the example below, to the left of the signature, the clerk has written "John Nicholas" in the attestation clause. The "J" "o" and "N" "I" indicate a common hand, yet the "ch" is written in a different form (figure 53).

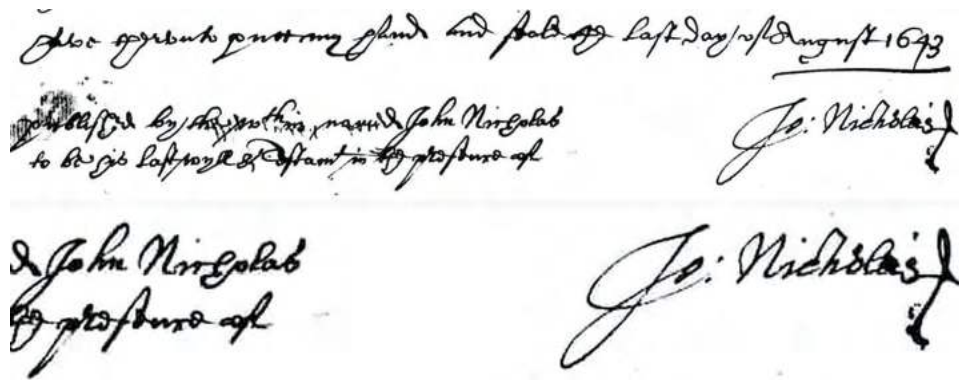


Figure 53: Comparison of writing styles for "John Nicholas" in the will.

However, if we look at some of the ways the clerk writes the name throughout the body of the will, he alternates between the two (figure 54).

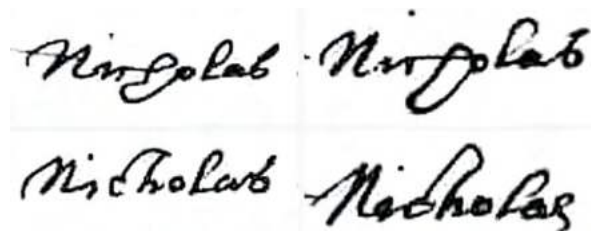


Figure 54: Further comparison of writing styles for "John Nicholas".

In the will of Richard Wind (figure 55), "sick in bodie," the "signature" is again similar, but with some differences, to the "Richard Wind" on the left about halfway down. Notice the "c-h" in "Richard" is the same as in the signature, while the surname is almost identical in each. There are some differences too: the "R" in the version on the left does not have the curve on

the top left that the signature does, although the “P” in “Published” (directly above) does. Likewise, the “d” in “Richard” in the two are different, although the “d” in “Published” by the clerk is similar to the “d” in “Richard” in the pseudo signature, betraying a common hand.

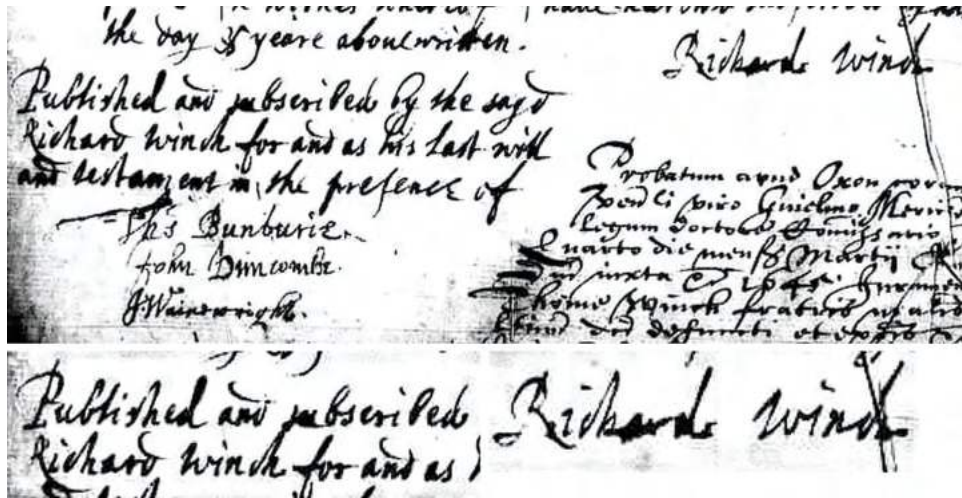


Figure 55: Comparison of writing styles in the will of Richard Wind.

Below, the opening of the will “I Richard Wind” and the name of the testator’s brother, “Thomas Wind,” in the same hand (figure 56).

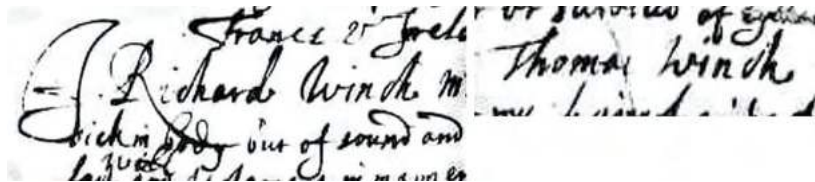


Figure 56: Further comparison of writing styles in the will of Richard Wind.

There are more complex examples of possible signatures by proxy where clerks may have used “disguised writing” to make the signatures look more authentic—these are beyond my paleographical skills; a forensic document examiner with access to the originals would be required to try to ascertain their authenticity.

The Slippery Slope of Shakspere's "Signatures"

It was more common for clerks to sign for witnesses. Cox notes:

Among fifty-five wills proved in the Prerogative Court in the same month as Shakespeare's, there are numerous examples of "forgeries" of witnesses' signatures; the attorney's clerk simply wrote the names on the document, sometimes using a contrived hand to make them look like signatures, sometimes not. (Cox 34)

Below, the signature of the testator and two witnesses appear to be in the same hand (figure 57).

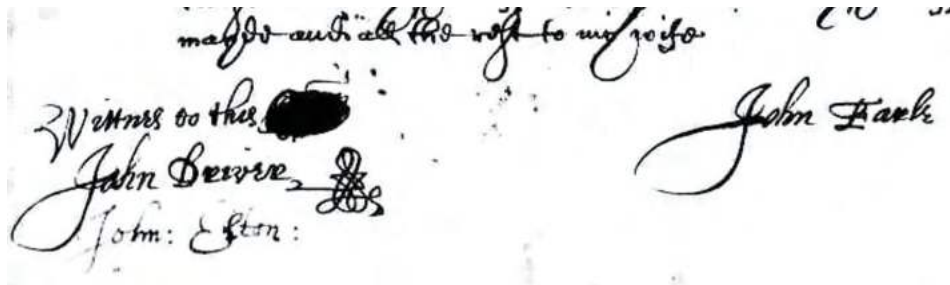


Figure 57: Comparison of the writing styles of the testator and witnesses.

In another will below, we find a more subtle example in which the three bottom signatures contain the same "H," suggesting a common hand (figure 58).

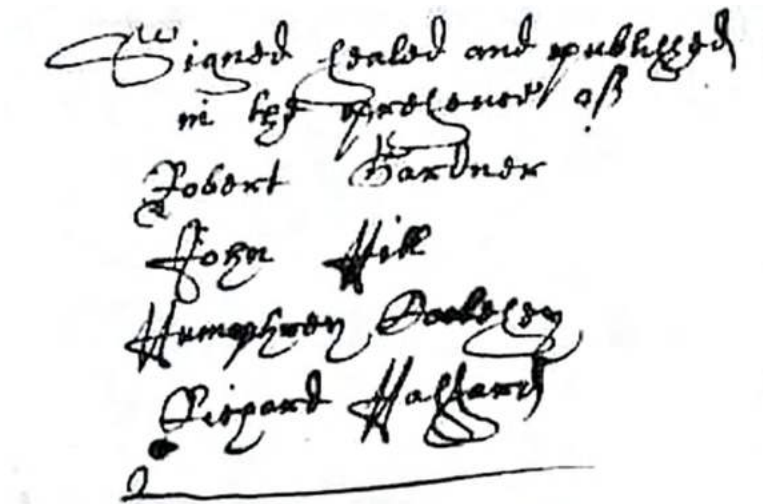


Figure 58: Further comparison of the writing styles.

It seems then, that signing for testators or witnesses—or both—occurred at the time. But what about the company Mr. Shakspere was associated with, the King's Men? Let us look at the wills of some of his fellow actors.

The Wills of Fellow Actors: Richard Burbage (1619)

In 1619 Richard Burbage made his nuncupative will below (figure 59).

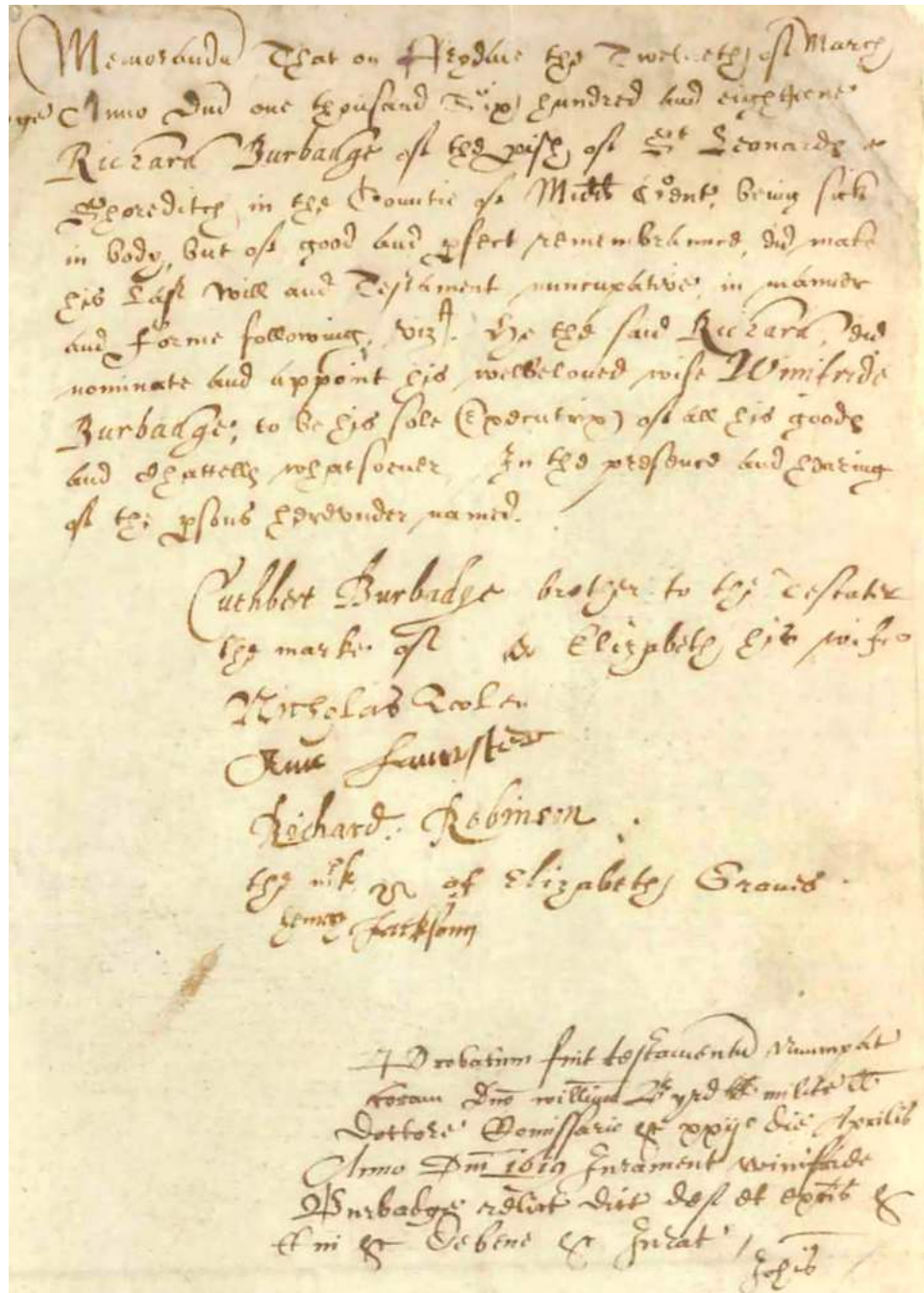


Figure 59: Sample page from Richard Burbage's will.

The Slippery Slope of Shakspeare's "Signatures"

In *Playhouse Wills, 1558–1642*, Honigmann and Brock write:

Stopes (*Burbage and Shakespeare's Stage* 124) speculates that Cuthbert Burbage acted as a scribe, probably due to the fact that the text and Burbage's "signature" are in the same hand. However, comparison with MSS identified as written by Ralph Crane suggests that Crane wrote the text of the will and at least some of the signatures. (Honigmann and Brock 114)

To the honorable
Sir
K. Ham Digbie
Knight.

Worthy Sir:

I know that to a Man of so religious Inclination,
a Crime & Argument, would haue by it much more
will com. And such a one (good Sir) youe I
upon my Iudice for you, but it requires some what
a more Consolatorie time to fashion it: Being
therefore by the Wise-mans rule (That saies there
is a time for all things) encouraged, I hope it will
not be much ~~more~~ inopportune, after a Season
so sad, to present you with a Matter Recreative.
Well knowing, that yo. that know well how to
bestow all your hours, will (in so release from
higher Studies) not think a little piece of time
lost in fastning upon this Comedie, yo. Smiles and
upon him, that (in all this) submits it to yo. gentle-
rond Acceptance your Noble fauor, as upon one
that shall still reioyce to be spoken.

Novemb. 27.
1625

Your Commaunded Studente
Ralph Crane.

Figure 60: The dedication to Demetrius and Enanthe, December 27, 1625 by Ralph Crane.

They cite Wilson's 1927 article, "Ralph Crane, Scrivener to the King's Players," which includes facsimiles of Crane's work, some of which are shown below. Crane was able to add flourishes and embellishments to his hand easily. He first worked for Sir Anthony Ashley, Clerk of the Privy Council, then in the Signet Office and the Privy Seal, and was soon "copying for lawyers, clergymen and those associated with the theatre" (*The Circulation of Manuscripts* 190). This included work as a freelancer for the King's Men.

A close-up from the dedication shows Ralph Crane's signature (figure 61). Figure 62 is an additional sample of his writing.

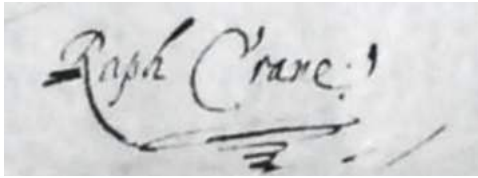


Figure 61: Ralph Crane's signature.

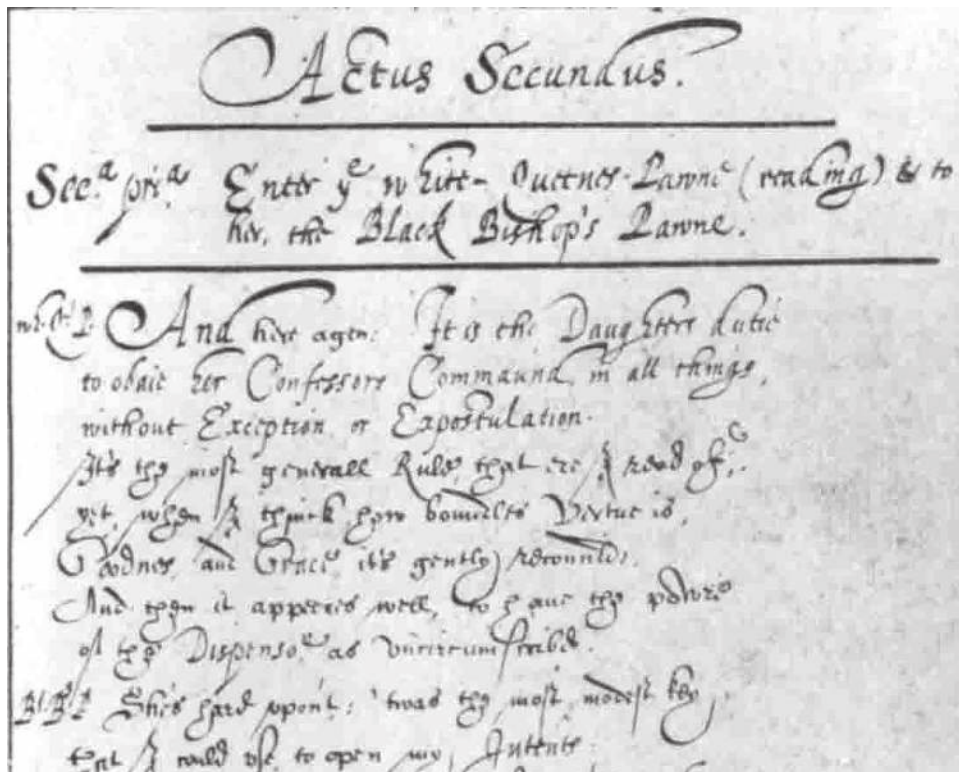


Figure 62: This image is from *A Game at Chess, Lansdowne 690*, also written by Ralph Crane.

The Slippery Slope of Shakspeare's "Signatures"

Below is a close-up of Cuthbert Burbage's signature (figure 63).

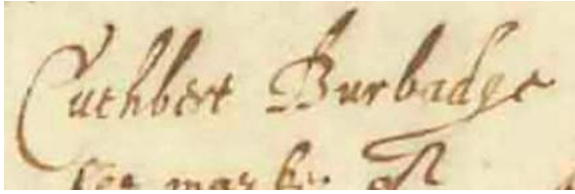


Figure 63: Signature of Cuthbert Burbage.

The signature of Richard Robinson, an actor in the King's Men, seems to be in the same hand as that of the body of Burbage's will and Burbage's signature (figure 64).



Figure 64: Signature of Richard Robinson.

In the previous year (1618) Cuthbert Burbage and John Heminges acted as witnesses to the will of actor Richard Cowley. Notice that in the upper left, the "W" in "Witness" has the ornamental dot, common in the legal writing of the period and several of Shakspeare's signatures, but not in any of those of his contemporaries (figure 65).

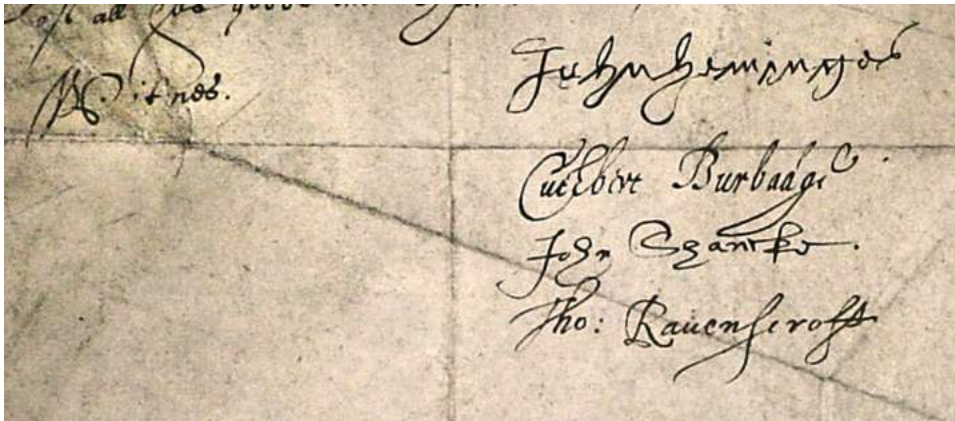


Figure 65: Signatures on the will of actor Richard Cowley.

As we saw earlier, Heminges' signature matches his counterpart on the 1618 document in which the authenticating clause required a signature (figure 66).



Figure 66: Signatures of John Heminges.

The fourth signature, that of Thomas Ravenscroft, looks suspiciously similar to the handwriting used to make the signature of Cuthbert Burbage and Crane's extant body of work. It seems that scribes would sometimes add the names of witnesses in the scribe's own hand intermixed with those who could actually sign.

In 1601 Richard and Cuthbert Burbage purchased rooms adjacent to the Blackfriars Theatre. The bargain and sale document contains two signatures.



Figure 67: Signatures of Cuthbert and Richard Burbage.

It contains the authenticating clause "sette their seals" only; no mention is given of signing. The two signatures are of an astonishing quality for two men who never wrote anything else. But as the only two names on the document, it once again strains credulity to assume they are signatures, for if they were, the authenticating clause would have read "sette their hands and seals." There is a similarity between the two signatures that suggests Crane wrote both the names.

According to Honigmann and Brock, some of the actors within the company were close-knit:

Despite the coming and going, not a few actors remained in the profession for life, or until the closing of the theatres in 1642. Inevitably they married into each other's families.... **Richard Burbage** was the son of James Burbage, an actor and builder of the Theatre who died in 1597; after Richard's death in 1619, his widow Winifred married the actor **Richard Robinson**; **Richard Burbage's** brother, **Cuthbert**, though not an actor, appears in several of our wills. Christopher Beeston's son William followed his father as an actor, and was later known

The Slippery Slope of Shakspeare's "Signatures"

as 'the chronicle of the stage'; William's sister Anne married **Theophilus Bird**, son of William Bird, actor with the Palsgrave's company. (Honigmann and Brock 5-6) (my emphasis)

The boldfaced names all seem to have been written by scribes. The will of Theophilus Bird below seems to have been signed by the scribe rather than Bird. The scribe also signed the signatures of some of the witnesses—George Bird (Theo's brother), and Hugh Greene. First is the whole will of Theophilus Bird, followed by close-ups (figure 68).

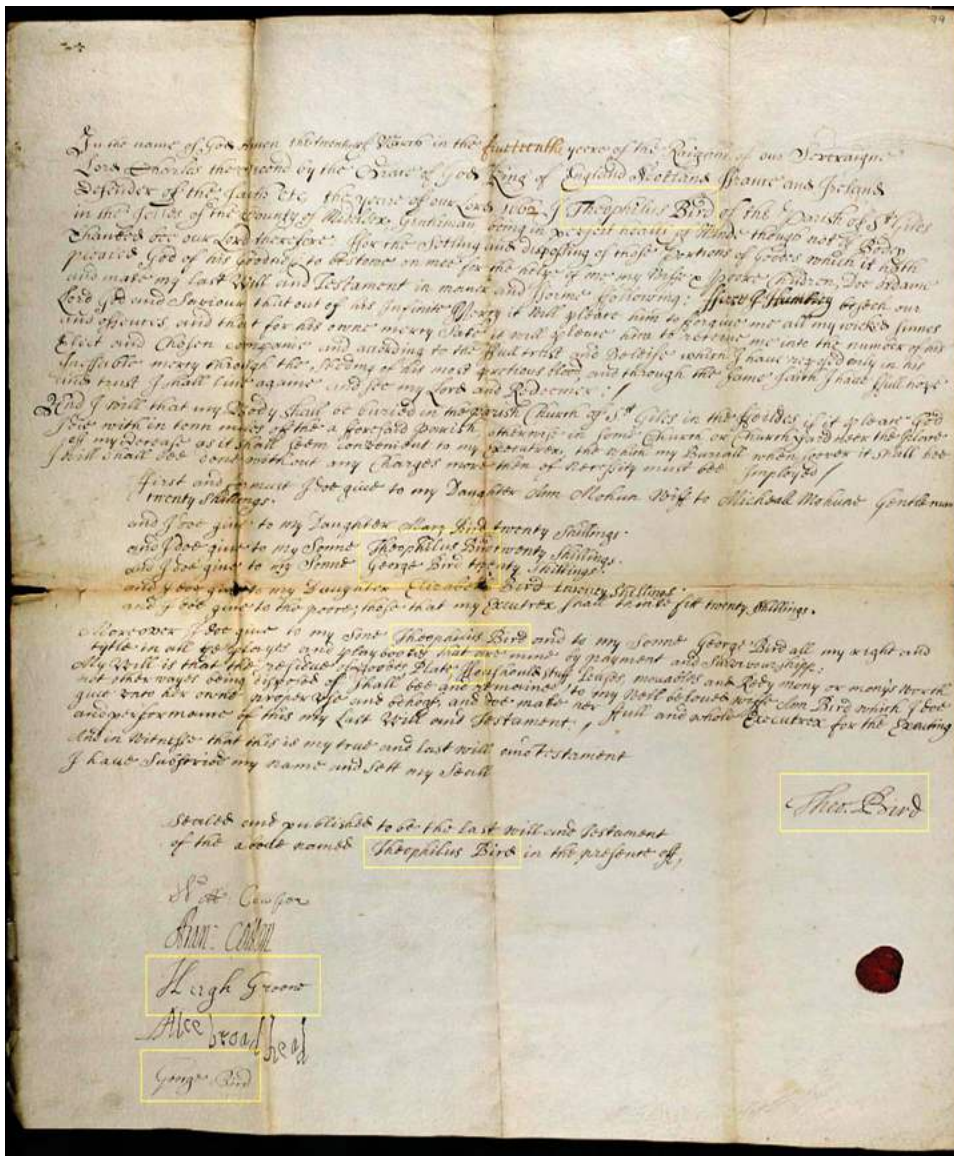


Figure 68: The will of Theophilus Bird.

The testator's name is written out in the attestation clause on the left and his signature to the right. The two handwriting examples appear to be in the same hand (figure 69).

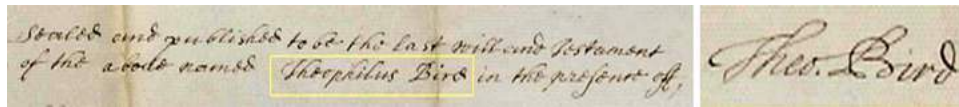


Figure 69: Handwriting examples.

Below, the testator's name as it appears twice in the body of the will; his brother's name is mentioned once (figure 70).

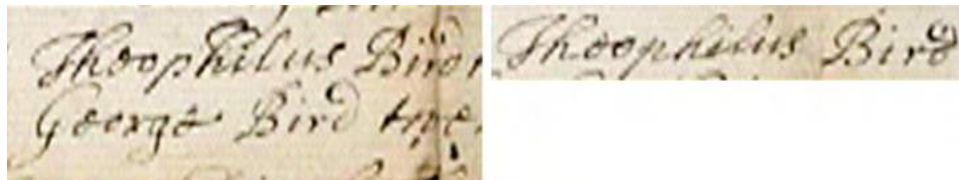


Figure 70: Theophilus Bird & George Bird, as they appear in the will.

George Bird's signature appears among the witness signatures (figure 71).

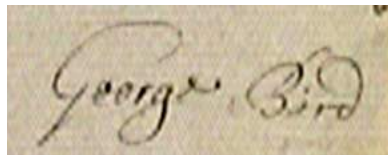


Figure 71: Signature of George Bird.

Also note the letter “H” in the body of the will is written the same way as the “H” in witness Hugh Greene's signature (figure 72).

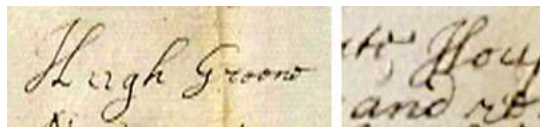


Figure 72: Signature of Hugh Greene.

Bird's will is an example in which the clerk has hardly made any attempt to disguise his handwriting “to give an air of verisimilitude” as Jenkinson put it. Looking through other wills, sometimes more of an effort is made.

It seems then that the leading actor for the King's Men and some of his fellow actors had their signing executed by scribes. We therefore have examples of proxy signatures not just from the period, but we have a tight nexus of actors from the King's Men, with whom Shakspeare was associated.

The Slippery Slope of Shakspere's "Signatures"

According to Honigmann and Brock, even wills claiming to be holographic must be treated with caution, and "it is dangerous to assume that a will is holograph even in those exceptional cases when the testator clearly states that he has written the will himself and appears to have signed it" (17).

The will of Edmund Tylney, for example, states in the body that it is "Written with my owne hand," yet the text is "in set secretary hand with displayed matter in italics, not Tylney's hand" (82).

Shakspere's Last Will and Testament (1616)

For high resolution photos of the will, see:

<http://www.shakespearedocumented.org/exhibition/document/william-shakespeares-last-will-and-testament-original-copy-including-three>

Shakspere's will consists of three pages with a signature on every page and "By me" preceding the signature on the third page. The second signature spells the first name "Willim." The surname is never spelled "Shakespeare."

The three pages of Shakspere's will follow (figures 73, 74, 75).

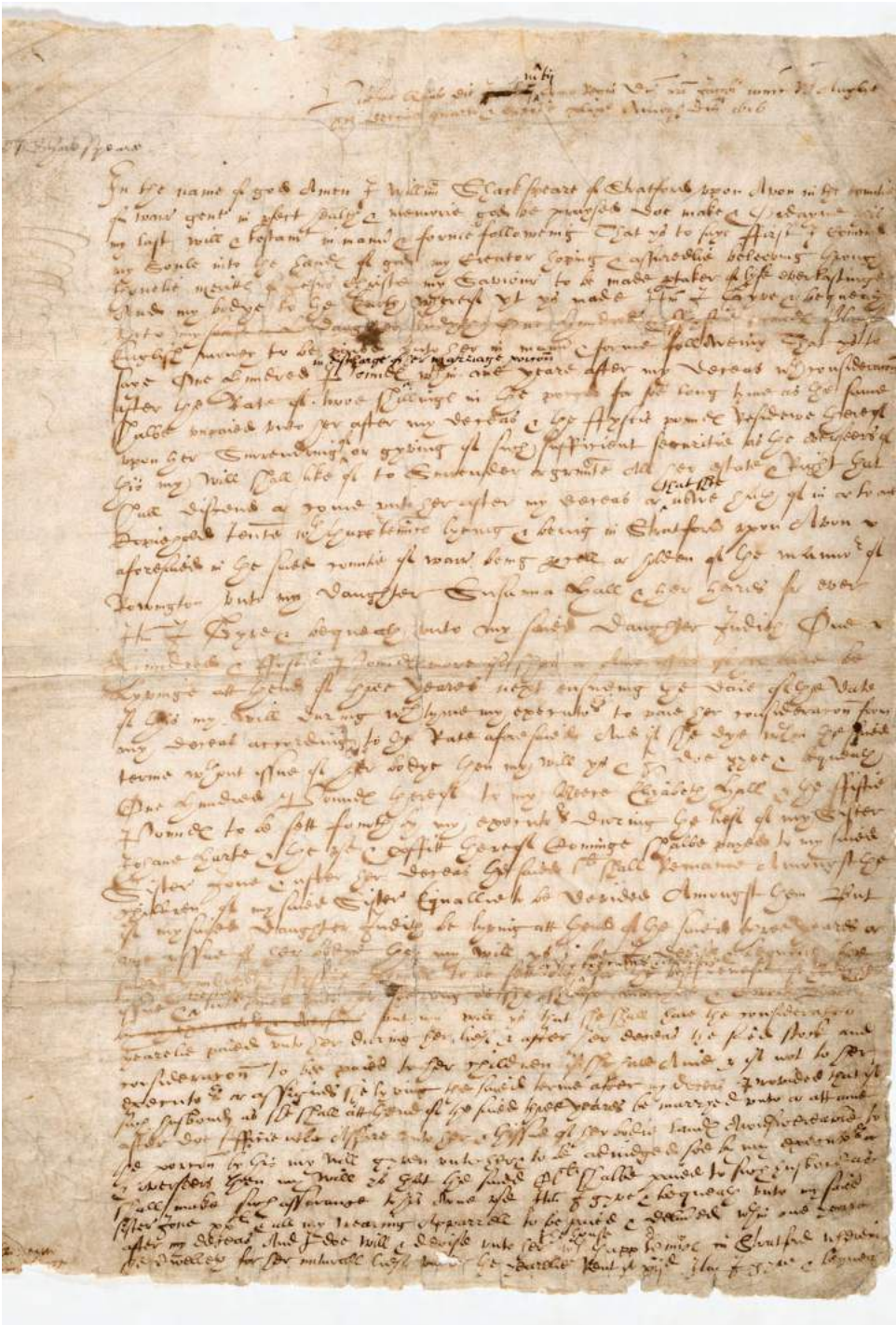


Figure 73: First page of William Shakspeare's will.

The Slippery Slope of Shakspere's "Signatures"

For the best part of a century, the general consensus of the circumstances surrounding the drafting of Mr. Shakspere's will has supported Sir E.K. Chambers' view, given in 1930:

The following hypothesis seems best to fit the facts. In or before January, probably of 1616, Shakespeare gave instructions for a will. It was not then executed, but on 25 March 1616 Shakespeare sent for Collyns. The changes he desired in the opening provisions were so substantial that it was thought best to prepare a new sheet 1. The heading and initial formulas as to health and religious expectation were adapted by the clerk from the old draft.... Then the opening provisions were dictated afresh with one or two corrections... and proved so much longer than those they replaced, as to crowd the writing and necessitate the carrying of two lines on to the old sheet 2, where they were inserted before a cancelled passage. The rest of this sheet and sheet 3 were allowed to stand, with some alterations, and in this form it was signed on each sheet by Shakespeare. (Chambers, 2:175)

However, in 2016 a team at the British National Archives undertook a conservation of the original will, including multi-spectral analysis of the three pages. Multi-spectral imaging can indicate differences in the inks being analyzed: those of a similar composition will only appear under certain wavelengths of light. The will was photographed using 13 wavelengths and using different filters and lighting.

The subsequent paper by Bevan and Foster (2016) made several points (figure 76):

- 1) "The continuing visibility of the page 2 ink suggests that the text on page 2 was written using a different ink than that used for pages 1 and 3" (Bevan and Foster 17). As Cutting observed in 2009, the will was likely to have been initiated earlier than January 1616 (Cutting 183). Bevan and Foster argue the second page of the will was likely from a previous draft, possibly as early as 1613. Unlike many wills which were made close to death as there was a superstition that to write a will was to invite the grim reaper. Mr. Shakspere, an astute businessman, likely started his will early and was likely "in health" in January 1616 as the opening of the will states.

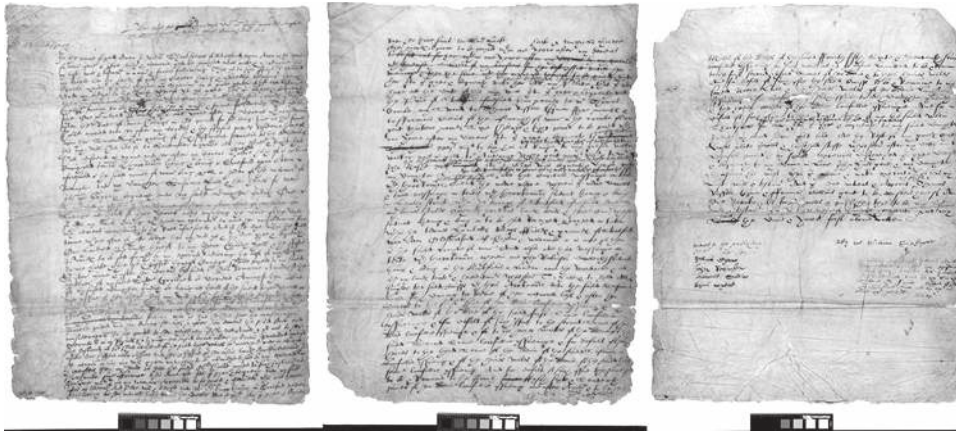


Figure 76: Multi-spectral analysis of the original will.

In figure 77, “Shakespeare’s will under infrared rays (1050nm spectrum). Most text has faded away from pages 1 and 3. Page 2 has more text remaining. The dark-ink interlineations can be seen on all pages” (The National Archives, Image created by the British Library Board).

- 2) The “By me, William Shakspear” on page 3 was dated to January 1616, while the signatures of witnesses—Shawe, Robinson, Sadler and Whatcott—were dated to March 1616, along with the interlineations.

This second point is most interesting—the witnesses were not present when the signature was made.

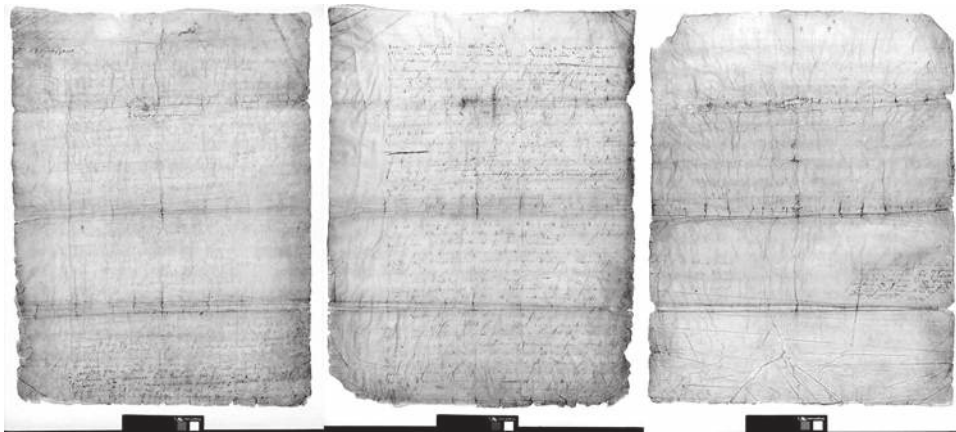


Figure 77: Infrared (1050nm spectrum) analysis of the original will.

The Slippery Slope of Shakspere's "Signatures"

Of the following 40 other dramatists or acting contemporaries of Mr. Shakspere in *Playhouse Wills* who concluded their wills "In witness thereof," the witnesses were always present, following the custom of the time. One need only skim the words in italic below to see the point:

<u>Name & Year of Will</u>	<u>Attestation clause</u>
John Brayne (1578)	"Sealed, subscribed and delivered by the said John Brayne... <i>in the presens of</i> ...[names of witnesses]."
Sebastian Westcott (1582)	"Signed, sealed and delivered... <i>in the presences of</i> [names of witnesses]."
John Bentley (1585)	" <i>Witnesses at</i> the reading sealinge and subscribinge and deliverye hereof [names of witnesses]."
Richard Tarlton (1588)	"Signed, sealled and delivered... <i>in the presence of</i> [names of witnesses]."
Margaret Brayne (1593)	"Signum dicte Margaret B Brayne Sigillat et delibat pro facto <i>in presencia mei</i> ...[names of witnesses]."
Thomas Pope (1603)	"Seled <i>in the presence of</i> [names of witnesses]."
Augustine Phillips (1605)	"Sealed and delivered... <i>in the presence of</i> [names of witnesses]."
Hugh Davis (1608)	"I herunto put my hande & seale one the day and yere first above written. <i>In the presentes of</i> these whose names are herunder [names of witnesses]."
Edward Sharpham (1608)	"Signed, sealed published and declared... <i>in the presence of</i> [names of witnesses]."
Henry Johnson (1610)	"Sealed and delivered <i>in the presence of</i> us [names of witnesses]."
Thomas Towne (1612)	"Sealed <i>in the presence of</i> us [names of witnesses]."
Thomas Greene (1612)	"I have sett my hand and seal <i>Before theis witnesses</i> [names of witnesses]."
Robert Armin (1614)	"Published the Daye and yere above written & the same reade to the Testator by me John Warnar scrivener, and the same sealled and subscribed by the saide Testator <i>in the presence of</i> (name of witnesses)."
William Hovell (1615)	"Witness <i>hereunto</i> [names of witnesses]."
Philip Henslowe (1616)	"Sealed and subscribed <i>in the presence of</i> [names of witnesses]."

- Ralph Reeve (1617) “Subscribed and delivered *in the presentes of* [names of witnesses].”
- Thomas Giles (1617) “Witnesses *hereunto* [names of witnesses].”
- Nicholas Tooley (1623) “Signed, sealed pronounced and declared...*in the presence of us* [names of witnesses].”
- William Bird (1624) “I have hereunto set my hand and Seale...*In the presence of* (name of witness).”
- John Clarke (1624) “Subscribed, sealed and delivered and published... *in presence of us* [names of witnesses].”
- Samuel Rowley (1624) “Sealed and Delivered, and also published and declared...*in the presence of* [names of witnesses].”
- John Underwood (1624) “The will of John Underwood read published and acknowledged...*in the presence of us* [names of witnesses].”
- Edward Alleyn (1626) “Sealed and delivered and published...*in the presence of us* [names of witnesses].”
- Henry Condell (1627) “Signed sealed and pronounced and declared...*in the presence of us* [names of witnesses].”
- Jacques Jones (1628) “Sealed subscribed pronounced and declared...*in the presence of* [names of witnesses].”
- Robert Lee (1629) “Sealed subscribed and delivered...*in the presence of* (name of witness).”
- Elizabeth Holland (1631) “Sealed and her hand sett to: *in the presence of* [names of witnesses].”
- Nathaniel Giles (1633) “Sygned & delivered *in the presens of* [names of witnesses].”
- John Marston (1634) “Read published subscribed & sealed in the presence of [names of witnesses].”
- William Browne (1634) “Signed Sealed published and declared delivered... *in the presence of* [names of witnesses].”
- Elizabeth Condell (1635) “I have published this to bee my last will, and Testament *in the presence of*...[names of witnesses].”
- John Shank (1635) “Signed sealed pronounced published and declared...*in the presence of* [names of witnesses].”
- John Honyman (1636) “Signed subscribed & published *in the presence of* [names of witnesses].”

The Slippery Slope of Shakspere’s “Signatures”

- Christopher Beeston (1638) “Read, signed, sealed...and delivered *in the presence of* [names of witnesses].”
- Elizabeth Robinson (1641) “Sealed and published *in the presence off* [names of witnesses].”
- Michael Bowyer (1645) “Signed sealed published and declared...*in the presence of* [names of witnesses].”
- Ellis Worth (1659) “Signed sealed & published...*in the presence of* [names of witnesses].”
- Theophilus Bird (1663) “Sealed and published...*in the presence of* [names of witnesses].”
- William Beeston (1682) “Signed sealed and published *in the presence of* [names of witnesses].”
- Charles Hart (1683) “Signed Sealed Published and Declared...*in the presence of* [names of witnesses].”

Finally, in 1616 we have the attestation clause of Mr. Shakspere’s will, which, unlike 40 of his contemporaries, did not state that the witnesses were present at the signing:

“Witness to the publishing hereof”

To “publish” a will refers to the testator or lawyer informing the witnesses of the testator’s intent to have the instrument operate as a will. The witnesses do not need to know the contents of the will, and more importantly, it does not involve the signing of the will.

That the four listed witnesses—Julyus Shawe, John Robinson, Hamnet Sadler and Robert Whattcott—were not present for the signing of the will is not only established by the attestation clause, it is confirmed by the comparison of the inks used on the will, as noted above.

This was tacitly noted by both Tannenbaum and Chambers, who discerned that the pen and darker ink used for the interlinear additions were the same used for the four witnesses to sign, but different from that used in the main body of the will, which includes the attestation and the three signatures (Chambers 2: 174).

We can see below a contrast in the ink of the signatures of the four witnesses—Julius Shawe, John Robinson, Hamnet Sadler and Robert Whatcott—compared to that used in the attestation clause directly above it, including the signature of Francis Collyns, and the “By me, William Shakspear,” to the right (figure 78).



Figure 78: Contrast in the ink of the signatures on Shakspeare's will.

In drafting a will, the chain of events should proceed as follows: writing the body of the will; making any changes and interlineations; the signing of the will by the testator; signing by the witnesses.

Yet if Mr. Shakspeare did sign the document, and the ink of the interlineations and witnesses is the same while the ink of the body (including the attestation clause and the three signatures) is in different ink, this implies the following. First, that the clerk wrote out the body of the will; second, he then changed pen and ink for the interlineations: third, Shakespeare reverted back to the other pen and ink to sign a document that is not attested to be signed, only published; and fourth, the witnesses used the other pen and ink to sign their names.

This unlikely scenario is now a moot point as it has been refuted by the spectroscopic analysis. Bevan and Foster date the attestation clause and Collyns' signature to January 1616 as well as the “By me, William Shakspear.” They date the signatures of the four witnesses to March 1616.

It is interesting to read Bevan and Foster's 2016 statement that “Page 3 is signed ‘By me William Shakspear’ in a firm and fluent hand” (Bevan and Foster 25), which flies in the face of many 20th Century paleographers who believed them to be the strokes of a weak man, despite the opening of the will stating he was in “perfect health.”

The Slippery Slope of Shakspere's "Signatures"

While Bevan and Foster's scientific analysis is to be commended, unfortunately, their knowledge of the law of the period is lacking:

Francis Collyns signed page 3 at the same time (January) as Shakespeare, in what we have called Ink 4, as 'Witness to the publishing hereof'—meaning that Shakespeare had signed the will in Collyns' presence. (Bevan and Foster 25)

In strict terms, the word "publication" meant the point at which the testator approved or signed the will. (Bevan and Foster 13)

Yet that is not what publishing a will means. As already noted, to "publish" a will in law is to acknowledge it before the witnesses as the testator's last will and testament. It does not indicate that the witnesses (or witness, in Collyns' case) witnessed the signing by the testator. Indeed, to "publish" a will does not involve signing at all. Many of the *Playhouse Wills* contained the attestation clause "Signed, sealed and published"—it would be a gross redundancy if "signed" and "published" were one and the same. They were not.

To simply publish a will is extremely anomalous. Most wills are witnessed for either the sealing or signing, or both. In the 135 wills of Shakspere's contemporaries in *Playhouse Wills 1558–1642*, no other will contains "Witness to the publishing hereof." That the witnesses were present at the publication, but not the signing, of the will are not the only anomalies.

As with the Bellott-Mountjoy and Blackfriars documents, there are various anomalies that separate Shakspere's will from those of his contemporaries, such as those in *Playhouse Wills*.

It is the only will out of 135 which was originally to be sealed, only to have this language struck out and replaced with "hand" instead. To prepare a will "to be sealed" only was a good indicator—but not proof—that the testator was unable to sign, be it from frailty, illness or illiteracy. It was not unusual for a will to be set up to be sealed and signed, only for the testator to become too ill to do so. But it was highly unusual to set up a will for sealing only, then to change it to be signed. We recall that in 1613, when Shakspere purchased property in Blackfriars—and the time when Bevan and Foster believe the will was first initiated—both the Backfriars documents were prepared to be sealed only, despite Jackson and Jonson both clearly putting their names to the deeds.

Schoenbaum recognized the problem (figure 79).

The last sentence of the document reads “In witness whereof I have hereunto put my seale...” Collyns or his scribe has scored through the word “seale” and written ‘hand’ above. Such an alteration suggests that the will, as originally devised, called for Shakespeare’s seal **in place of** his signature. (Schoenbaum 1981, 98; emphasis in original)



Figure 79: The last sentence of the document, with close-ups.

Regarding the three signatures (figure 80), Thompson wrote:

If the three signatures had been attached to three separate documents, they might very excusably have been mistaken at first sight for the signatures of three different persons. (Thompson 1916, 12)



Figure 80: Three alleged signatures of William Shakspeare.

The Slippery Slope of Shakspeare's "Signatures"

Durning-Lawrence wrote about this issue in detail:

If the writings were signatures what could induce a man when signing his last Will to make each "W" as different from the others as possible, and why is the second Christian name written Willm? Compare also the second and third "Shakspeare" and note that every letter is formed in a different manner. Compare the two "S's", next compare the two "h's", the "h" of the second begins at the bottom, the "h" of the third begins at the top, the same applies to the next letter the "a", so also with respect to the "k's"; how widely different these are. (Durning-Lawrence 1910, 37–38)

Signatures of Francis Collyns once again show a consistent signature, on a 1610 conveyance, and on the will (figure 81).



Figure 81: Signatures of Francis Collyns.

The signature on the first page of the will is so degraded as to be difficult for comparison and an engraving in 1809 is obviously not of a sufficient replication for assessment—so it is therefore not included by many analysts, such as Jane Cox.

Thompson adds that on the third page,

he began to write very fairly well, *in scrivener style*, with the formal words "By me." (Thompson 1923, 61–62) (my emphasis)

Once again, the "W" contains an ornamental dot common to the scrivener and legal professions. The "W's" in "William" and "S's" in the surname are formed in completely different ways. To further confuse matters, some have speculated that the "By me, William" on the third page may be in a different hand to the one that wrote the surname immediately following it.

The use of these ornamental dots did not exist in any of the hundreds of signatures in the original wills I examined, although they were common in the scrivener's writings on many of them.

Here are six examples of the ornamental dots present in the “Witness hereunto” clause (figure 82).



Figure 82: Examples of scrivener script showing the ornamental dot.

This use of the ornamental dot in legal handwriting was not confined to London; the will of Shakspeare’s son-in-law in Stratford-upon-Avon, John Hall, also contains the ornamental dot in the parts written by the clerk but not in the witnesses’ signatures (figure 83).

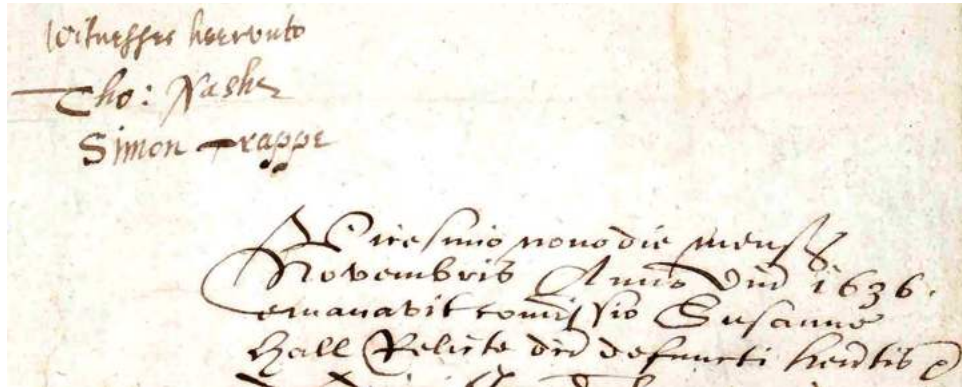
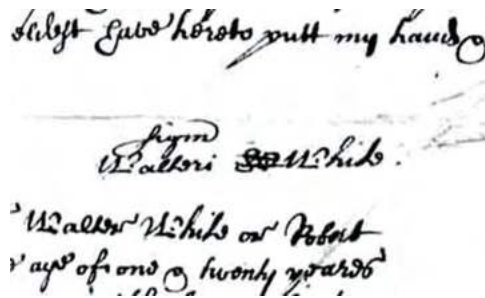


Figure 83: Section of the will of John Hall.

The ornamental dot features in the notarial copy of the will of Walter White, in which the clerk, copying the original, writes the testator’s name (figure 84).



Would the law of England at the time allow for a scrivener to sign the will on Mr. Shakspeare’s behalf?

Figure 84: Examples of the ornamental dot.

The Slippery Slope of Shakspeare's "Signatures"

As counterintuitive as it may seem, English law has never required a testator to sign his will in his own hand. In 1616 the Statute of Wills (1540) was in place, which required wills devising land to be in writing, but no signature was required:

A will might be written, signed and sealed by the testator. It might bear the seal of someone other than the testator. Furthermore, someone else might write the will at the direction of the testator. (Mirow 71)

As Holdsworth writes:

Henry VIII's statutes required the will to be in writing; but they did not require the will to be written by the testator or signed by him. It was held, as early as 1553, that instructions for a will, given verbally by the testator to another person, and written out by that person, even though they were not read out to the testator, were a sufficient compliance with the statutes. (Holdsworth, 7:367)

The 1677 Statute of Frauds, while strengthening the requirements for the creation of valid, legal wills to make them less susceptible to fraud, required wills devising land to be in writing and signed "by the testator **or someone in their presence and at their direction**" (my emphasis) and attested by three or four credible witnesses.

The 1837 Wills Act reduced the number of required witnesses to two, and still required the will "be signed at the Foot or End thereof by the Testator, **or by some other Person in his Presence and by his Direction**" (my emphasis)

The signing requirements of the 1837 Act continue to this day, although signatures by proxy are far rarer since illiteracy rates are so low. In the case of *Barrett v Bem* (2011), an elderly man, Martin, made a will in hospital three hours before he died, with two nurses acting as witnesses and his sister Anne also present. After the will was contested, handwriting experts deemed the signature was in Anne's handwriting, despite being in Martin's name. Justice Vos accepted that the will was signed by Anne at Martin's direction and in his presence in accordance with English law, and ruled that the signature was therefore considered to be Martin's, not Anne's. The Court found that it was therefore permissible that Anne was a beneficiary to the will.

Likewise, in *Dundalk AFC Interim Co Ltd v FAI National League* (2001), Fran Carter directed Pat Byrne to sign a document "Fran Carter" for him in his presence; Byrne then signed his own name as a witness. The Justice

upheld this process, reasoning that it was perfectly legal for someone to write another person's name at that person's direction:

as a matter of law this was a signing not by Mr. Byrne but by Mr. Carter. (Warne 2013)

While it was desirable to indicate agency occurred (such as “per” or “p.p.” before the signature, for “per procuracionem” or “through agency”), there was nothing in the law that required it. While a party to a document cannot be a witness to their own signature, since the signature was legally considered Carter's, Byrne was entitled to sign his own name as a witness.

The law of agency, which allowed others to sign for their clients, dates back to Roman times and became popular in England in the medieval age. Indeed, Shakespeare's works have multiple references to the laws of agency: *Measure For Measure*, *Henry V*, *Twelfth Night*, *Rape of Lucrece*, *Shakespeare's Sonnets* (Sheen 2013, Maxwell 2016). One of the central tenets is

Qui facit per alium facit per se—“anything a man may do he may do through an agent.”

Clanchy identifies proxy signatures from at least the 12th Century (Clanchy 306). Higgs states that “If a signature appeared on a medieval document it might not be that of the person who was acting through the document.” (Higgs 62)

Clanchy describes how,

there was as much diversity of opinion about what constituted a valid signature as there was about what made a date appropriate. (Clanchy 304)

Cressy writes that signatures by proxy were common and affect how we try to ascertain literacy rates in previous eras:

the problem of authenticity is equally vexing.... Sometimes the document sports a sprinkling of original signatures and authentic marks but is spoiled by a sequence of names in a common hand, apparently entered by proxy. It was not uncommon for someone to subscribe for his neighbors, or for a literate member of a family to enter names of his sons and brothers. We cannot determine whether these proxy signatures mask illiteracy or represent laziness, timidity or the lack of opportunity to use the pen for oneself. (Cressy 63–4)

The Slippery Slope of Shakspeare's "Signatures"

Clanchy observes that:

The reasons why England did not develop a uniform scribal system for authenticating documents seem to center on the use of seals. (Clanchy 308)

Sealing was very popular since a large percentage of the population was illiterate. While a scribe or notary might identify their signing on behalf of someone, this was only done in a minority of cases (Clanchy 305). As Clanchy writes:

Some scribes seemed ambitious to follow notarial practice, but because there was no uniform training nor regulations their efforts are haphazard. (Clanchy 306)

The classic authority for the English common law definition of a signature is that of Justice Higginbotham:

the object of all Statutes which require a particular document to be signed by a particular person is to authenticate the genuineness of the document. A signature is only a mark, and where the Statute merely requires a document shall be signed, the Statute is satisfied by proof of the making of the mark upon the document **by or by the authority of the signatory**.... In like manner, where the Statute does not require that the signature shall be an autograph, the printed name of the party who is required to sign the document is enough. (*R v Moore; Ex Parte Myers*) (my emphasis)

The "signature" of Walter Raleigh on a wine license below looks convincing in facsimile; closer inspection, however, reveals it is a stamp (and the autograph addition of an "I" also contributed to confusion to the spelling of his name) (figure 85).

WALTER RALEIGH as witness that the above copy is a true and obligaten or bill obligatorie bearing the date of all and every sentence and clause herein contained interchangably have put. Dated the



Figure 85: Example of a stamp used for a signature.

We recall that the witnesses to Shakspeare's will attested to the publication of the will, not the signing. As we have seen, there are examples within Mr. Shakspeare's acting company and from other examples in the era of proxy signatures. As Cox notes, prior to the Statute of Frauds of 1677,

the legal sanctity of the signature was not firmly established; the mediæval tradition was that of an illiterate landowning class with scribes to do their writing and signing. Wills were proved by the executor's oath, nothing more, unless objections were raised by some interested party, in which case witnesses would be examined. It was not until later in the seventeenth century that handwriting experts began to be used by the court. (Cox 34)

British lawyer Durning-Lawrence, writing in 1900, proffers his legal opinion:

People unacquainted with the rules of British law are generally not aware that anyone can, by request, "sign" any person's name to any legal document, and that if such person touch it and acknowledge it, anyone can sign as witness to his signature. Moreover, the will is not stated to be signed, but only stated to be "published." In putting the name of William Shakspeare three times to the will the law clerk seems to have taken considerable care to show that they were not real signatures. They are all written in law script, and the three "W's" of "William" are made in the three totally different forms in which "W's" were written in the law script of that period. Excepting the "W" the whole of the first so-called signature is almost illegible, but the other two are quite clear, and show that the clerk has purposefully formed each and every letter in the two names "Shakspeare" in a different manner one from the other. It is, therefore, impossible for anyone to suppose that the three names upon the will are "signatures." (Durning Lawrence 1912, 17)

And Hays writes:

a testator's name may represent the signature of another in his stead. The large number of witnesses to Shakespeare's will may indeed reflect a concern of both friends and beneficiaries to validate a will that Shakespeare did not sign. A casual examination of the six signatures reveals that the differences among them are at least as evident as their similarities. (Hays 248)

So, as the laws of England at the time did not prevent another person signing for someone, we must therefore consider whether a scribe of Francis Collens wrote the signatures for Mr. Shakespeare on his behalf. When we take into account Hilary Jenkinson's observations that scribes often signed documents for their clients—which was well within the law of the time—often using a

The Slippery Slope of Shakspeare's "Signatures"

different hand, how can we conclude with any certainty that the "signatures" on the will are really by Mr. Shakspeare? Cox wrote:

The will signatures have been regarded as sacrosanct, in the main, but in the light of Sir Hilary Jenkinson's observations and practice in the Prerogative Court of Canterbury, the authenticity of even these signatures must be questioned. (Cox 34)

Indeed, it has been noted for more than a century that the handwriting of the will, particularly the interlineations, bears similarities to the three signatures.

In 1909, Magdalene Thumm-Kintzel compared letters from the signatures with those from the body of the will. In the excerpt below, the left hand shows letters from the body of the will, the right hand shows letters from the signatures on the will (figure 86).

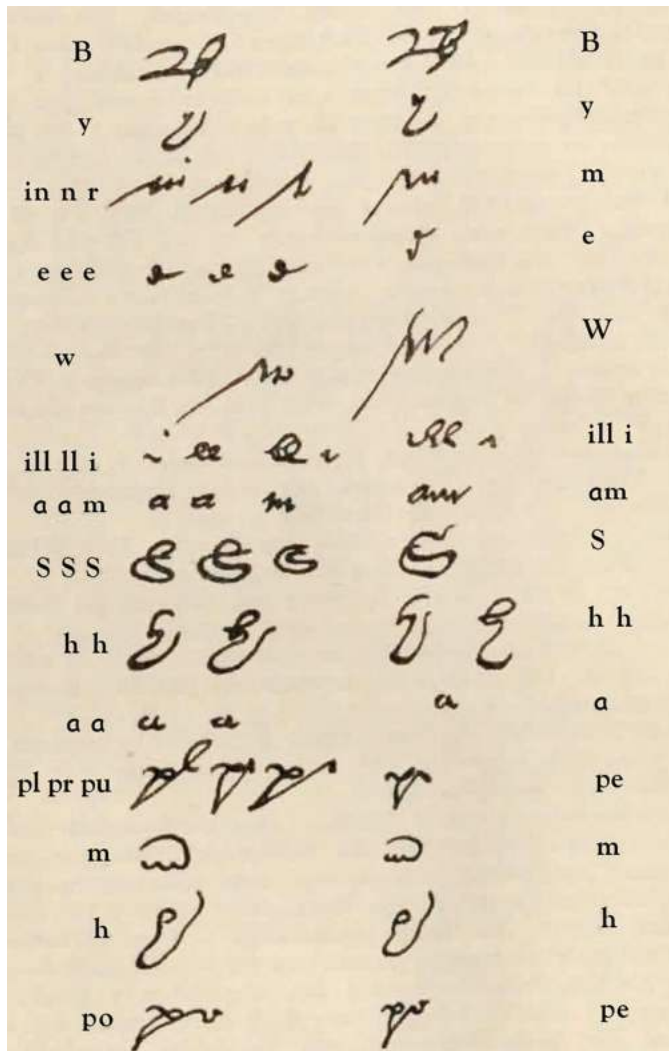


Figure 86



Figure 87: Shakspeare's alleged signatures—for comparison.

It is not a perfect match, but of course the three signatures do not match each other either. In 1901, J.P. Yeatman wrote that the interlineal addition on page 3 regarding the “second best bed”:

exactly corresponds with the signature below it. It is more like his signature appended to the Will, but it is not unlike the handwriting of the draft; in fact it is a golden link between them, of the utmost value, in proof that one hand wrote them both. (Yeatman 12)

Writing the interlineations in a smaller space than normal would doubtless have affected the penmanship to some degree, producing a crabbed effect.

A logical distinction must be made when considering Shakspeare's will to be holographic: it could be that either Mr. Shakspeare wrote the will and signed it, or a clerk wrote it and signed it. Hamilton argues for the will being holographic in Mr. Shakspeare's own hand, yet his argument falls apart on further examination.

I have since checked every example of handwriting I could locate in which “By me” was used, and in all cases the document was entirely in the hand of the signer. (Hamilton 6)

However, a quick perusal of *Playhouse Wills*, first published seven years after Hamilton's claim, shows that this is not the case, the wills of Richard Bower (Honigmann and Brock 41) and John Brayne (45) being two examples.

Similarly, given Jenkinson's and Cox's observations about scribes writing in a feigned hand to give them an “air of verisimilitude,” this would also explain the differences, as well as the scrivener's hand and legal characters such as the dotted “W” so prevalent in legal writings of the time.

As Cox notes, “no 17th Century gentleman, literary or otherwise, penned his own last wishes” (Cox 25). Also, if Mr. Shakspeare was writing his own will, why would he spell his own name “Shackspeare” on the first page?

Moreover, if Mr. Shakspeare was in "perfect health," he may well have visited Collyns' legal practice (rather than the convention of the lawyer or scribe attending the bed of the frail testator), in which case another clerk may have signed the will.

A Further Summary of the Evidence

A signature of a man's name is not proof of his signing. (Hays 1975, 248)

We have seen that, when placed in their legal and social environment, all six Shakspeare "signatures" contain numerous anomalies while none of his co-signatories do. Unlike his playwriting contemporaries who favored italic, he wrote in Secretary hand, a style notorious for its similarity such that it is often difficult to tell apart one person's hand from the next, yet every signature was different. The signatures on Shakspeare's will were not witnessed. His will was the only one to be drawn up to be sealed, only to be changed. To otherwise account for the great variability of the three will signatures, scholars often argue that Mr. Shakspeare's frailty or a possible health condition (such as Bright's Disease) affected his hand, despite any positive evidence. This contradicts the "perfect health" stated in the opening of the will, but more troublingly, does not explain why he adopted the scrivener's style, forming the three "W's" in the legal convention. Yet trying to argue that Mr. Shakspeare trained as a scrivener is a poor argument, for if he did, he was a terrible one. He would have known that legal documents were expected to contain consistent signatures to aid identification; he would have known that the Court of Requests expected full surname signatures; he would have known that to sign and seal a deed was more secure than just sealing. His will would have had witnesses to the signing, not the publication. Yet the works of Shakespeare teem with legal terminologies suggesting someone familiar with the law (see, for example, Jordan & Cunningham, Curran, Davis). It therefore strains credulity to believe he could have made such errors as a scrivener.

No other writer among the 130 of Shakspeare's contemporaries in *English Literary Autographs* adopted the scrivener's hand in this way, and none of Mr. Shakspeare's contemporaries in *Playhouse Wills* displayed the enormous variance in the formation of letters. Yet others had their signing done for them, which was completely legal in that era.

All six signatures should therefore be regarded as "questioned," to use the parlance of the Forensic Document Examiner.

Discussion

With the notable exception of Michael L. Hays, there have been only a small number of articles by the Shakespeare establishment that consider the authenticity of the six alleged signatures, some of which are discussed below.

Writing in no less a publication than *Shakespeare Quarterly*, De Grazia and Stallybrass quote Cox, yet add in parentheses the following incorrect information:

It is obvious at a glance that these signatures (excepting the two that appear on deeds connected with the purchase of the Blackfriars house) are not the signatures of the same man. (De Grazia and Stallybrass 278)

Cox was not referring to the Blackfriars deeds at all, but the signatures on pages 2 and 3 of the will, having discounted the one on the first page due to its deterioration.

The signatures on the Blackfriars deeds, we recall, are formed in completely different ways, such that it is inconceivable that De Grazia and Stallybrass would assume these are the ones referred to. Of these two signatures on the Blackfriars deeds, attorney Durning-Lawrence wrote:

Look at these two supposititious signatures. To myself it is difficult to imagine that anyone with eyes to see could suppose them to be signatures by the same hand. (Durning-Lawrence 1910, 38)

To be fair, De Grazia and Stallybrass conceded that the “the signature of Shakespeare may thus itself be a collaborative field, not the private property of a single individual” (278). Yet such a mistake, as noted above, suggests that scholars have only superficial knowledge of the circumstances in which the signatures were made, which should not be surprising as there has never been a study placing the signatures in their social environments and considering them in their legal context.

Alan H. Nelson has, on the other hand, attempted to refute Cox’s article in at least two articles published in 2004 and 2006, as well as writing many of the Folger Shakespeare Library’s entries on its *Shakespeare Documented* website.

In attempting to provide evidence that the will signatures were written by Mr. Shakspeare, Nelson misstates Cox’s argument.

Cox’s claim that legal representatives made a practice of “forging” signatures of testators on true original wills and other legal documents could be easily proven if true. (Nelson 2004, 165)

The Slippery Slope of Shakspere's "Signatures"

Cox made no such claim with regards to wills. After noting Jenkinson's observation that clerks often wrote down the signatures of deponents, often in a different hand to give an "air of verisimilitude," Cox's words were as follows:

If this was the practice in the equity courts, why should it not also have been the practice of attorney's clerks when drawing up conveying documents? (Cox 34)

Here Cox is talking about deeds, not wills, and as we have seen, it has been noted in several books on sigliography that clerks did indeed write the names of clients on deeds.

In the next paragraph, Cox raises the possibility that the will "signatures" may have been written by a clerk. Cox correctly uses the term "forged" in quotation marks, as there would have been nothing fraudulent or illegal about doing so. Cox refers to examples of witness signatures being written by clerks—as Nelson concedes (Nelson 2006, 64). But she never states that signing a testator's signature was routine or "common" (Nelson 2004, 164) as Nelson asserted. Cox stated that it would be possible, and not illegal.

Has Nelson simply misread Cox, or is he attempting to introduce a straw man argument that he can refute, namely, the absurd notion that most lawyers signed wills on behalf of their clients? By claiming that Cox made a "fatal flaw" by mistaking the signatures on notarial copies of wills for original ones, Nelson insinuates that Cox, a former Custodian of Wills at the Public Record Office (now the National Archives), would be unable to decipher the Latin inscriptions at the end of wills, stating whether they were notarial copies—despite that being a part of her job for decades. Nelson, however, has exposed himself to his own "fatal flaw." He concedes that there was no signature requirement in 1616 (Nelson 2004, 165) but notes that many wills used the manuals of the period as templates, which involved a signature. This was often (though far from always) the case, yet he fails to mention that the templates in those manuals stated that if the will concludes "sett my hand" the attestation clause would read "Witness to the signing in the presence of (names of witnesses)." As we have seen, 40 other wills in *Playhouse Wills* did just this; Shakspere's did not, a striking anomaly. Nor did the other wills have a signature in the style common to the writing of lawyer's clerks. Nelson does not acknowledge these issues, let alone provide explanations for them.

Nelson claims to have looked at five bundles of original wills from the National Archives and found no examples of testator's signatures being

written for them. Since Nelson does not give any samples, it is impossible to judge his methodology of determining the authenticity of a signature. More work clearly needs to be done in this area. The collection of original wills (PROB10) held by the National Archives consists of almost 7,500 bundles of original wills, meaning Nelson has barely scratched the surface, having looked at only 0.06%. Yet as we have seen, there are examples of clerks writing signatures for their clients. It may not have been a common practice, but it happened enough that we could easily find examples of it on wills and deeds.

Further, Nelson claims that of the wills he studied it was “common for the testator to sign every sheet of a will” (Nelson 2006, 64), yet as we have seen, in *Playhouse Wills*, only 4% of 135 of Shakspeare’s contemporaries did so, indicating Nelson’s small sample is not representative of those in Shakspeare’s milieu.

Nelson also contradicts himself, in one paper arguing:

Cox’s failure to distinguish notarized or scribal copies from true original wills wholly invalidates her conclusion that “there are numerous examples of ‘forgeries’ of witnesses signatures among Wills in the Public Record office.” There are not. (Nelson 2006, 64)

Yet in another paper he writes:

the names of witnesses sometimes occur as a list of names written by the scrivener rather than as a series of personal signatures. (Nelson 2004, 165)

Nelson continues:

Original wills were validated in one of three ways: by the signature of a testator capable of writing and therefore of signing his own name; by the mark of an individual who could not, or chose not to, write his own name; or by the signatures or marks of witnesses in the case of an oral testament. (resulting in a nuncupative will) (Nelson 2006, 64)

This statement is demonstrably false, both in 1616 and today. As previously noted, in 1616 the Statute of Wills (1540) only required wills devising lands to be in writing; there was no signature requirement whatsoever (Swinburne 189). Common law did not require signatures (Borland 53). While signing had become more common, some wills were merely sealed. A will dictated to another was valid under the Statute, as evidenced in *Brown v. Sackville* (1553) (Mirow 72).

The Slippery Slope of Shakspere's "Signatures"

In 1616 wills were proved by the testator's oath, not signatures. The will of John Heminges states he has "put my hand and seale" yet it is neither sealed nor signed nor were witnesses named; Heminges seems to have died while the drafting of the will was in progress. Yet as Honigmann and Brock state, "prob. clause marks its acceptance by the courts" (Honigmann and Brock 168). Also notice the similarity between the scrivener's "w" in "will" in the first line below and the "w" in "By me, William" in Shakspere's will, including the ornamental dot (figure 88).

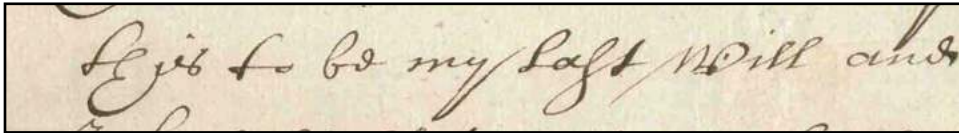


Figure 88

On his essay on wills on the *Shakespeare Documented* website, Nelson again misstates Cox's argument. He writes:

With few exceptions, all original wills which carry a testator's signature or mark were signed by the testator himself or herself. It is not the case that signatures or marks on original wills were frequently written by lawyers or scribes rather than by testators. A possible exception is the will of Augustine Phillips.

Nelson's wording is interesting. Perhaps wills were not "frequently" signed by scribes, but clearly some were, including those of members of the King's Men, of which Shakspere was a sharer. It is also worth noting that the will of Augustine Phillips, whose signature is in dispute, concludes "put my hand and seal," yet the attestation clause reads only "Sealed and delivered in the presence of;" again, like Shakspere's will, indicating that the "signature" was not witnessed.

Other aspects of Nelson's methodologies should be addressed. In a 2013 debate, Nelson chastised Tannenbaum for believing that a facsimile of a document is as good as seeing the original (Nelson 2014). Nelson seems somewhat hypocritical. On his personal website, Nelson compiles a list of actors who signed their names, based on *Playhouse Wills* by Honigmann and Brock. However, Nelson seems to have taken the summaries of the wills and descriptions of signatures by the authors on faith, as he does not mention any of the disputed signatures. These would have been apparent to him if he had analyzed actual copies of the original wills, let alone the originals. He seems to have either completely ignored or missed the suggestion that Richard Burbage's will and Cuthbert Burbage's "signature" were in the hand of Ralph Crane, and as we have seen, several of the "signatures" of some of the King's Men can doubtfully be called such.

Similarly, when discussing Robert Burton's handwriting, Nelson quotes Nicholas Kiessling's article "The Library of Robert Burton" in the *Oxford Bibliographical Society*:

Robert Burton "was not at all consistent in signing his name and used over a dozen different forms." Additionally, as Kiessling notes, "Either the Christian or surname [as written by Burton himself] may include various sorts of punctuation: a period, a colon, a slash mark, or dots...." Clearly, inventiveness in signing one's name, including the use of variant abbreviations, could be characteristic of a skilled and widely read man of letters. (Nelson 2006, 65)

Yet once again Nelson appears to be taking the author's word as fact without looking at the actual handwriting himself. He also fails to contextualize the signatures, such as comparing Burton's handwriting on personal as opposed to legal documents.

Below are two examples of Burton's handwriting on books he owned. He uses the Latin spelling for his first name, as Ben Jonson sometimes did. There is no variation in the handwriting, while the "various sorts of punctuation" are actually ciphers representing Burton's family coat of arms (figure 89).



Figure 89: Robert Burton's signatures in two books he owned.

Of the legal documents Burton put his hand to, his holographic will, made "in perfect healtbe of body and minde," begins with the top image in figure 90. His two signatures on the Will (bottom images) are void of any ciphers and again show a perfect consistency (figure 90).

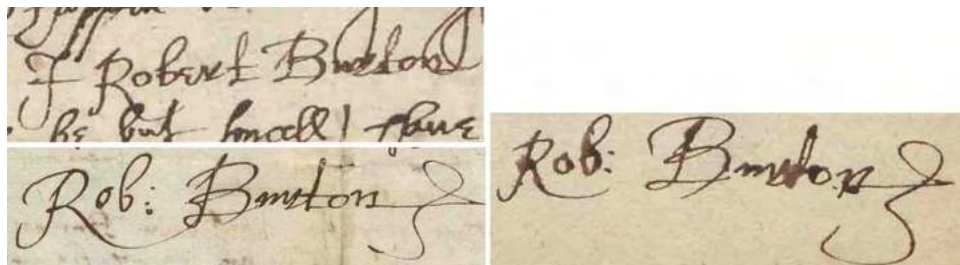


Figure 90: Three handwriting samples from the holographic will of Robert Burton.

The Slippery Slope of Shakspere's "Signatures"

There are also a deed and letter signed by Burton held in private collections that I was unable to view, however the transcriptions both read, "Rob: Burton," like the signatures on his Will, with no mention of any ciphers or "various sorts of punctuation."

On legal documents Burton provides textbook examples of a perfectly reproduced signature with a full surname. Not only does the evidence Nelson cite not support his argument, it provides strong evidence against it.

Nelson concludes his 2006 article as follows:

it is quite unreasonable and against all sound legal sense to argue that the very testators' bottom-of-page signatures whose purpose was to validate the Will were written in by a hired hand in a way that would invalidate it. (Nelson 2006, 64)

On the contrary, it would have been prudent and perfectly legal for Shakspere's lawyer or clerk to sign the will for him, at his direction and in his presence, especially if he had trouble signing. Wills signed by another at the direction of the testator were allowable under law, and "signature by another in compliance with a Statute is sufficient, even if such a will recites 'I have hereunto set my hand and seal'" (Schoenblum s19.45).

Shakspere's will is the only one in "Playhouse Wills" to be first drafted as to be only sealed and not signed, a usual marker for not being able to sign; it is the only will in the collection to have the authenticating clause struck out and "seal" replaced by "hand"; it is the only will in *Playhouse Wills* to have the authenticating clause reads "Sett my hand" yet the attestation clause read "witness to the publication of" rather than "witness to the signing of"; it is the only will in *Playhouse Wills* to have the signatures written in letters found in legal script; it is the only will in *Playhouse Wills* that was signed on each sheet by a testator who claimed to be in good health, yet to have such variance in handwriting, likely indicating a clerk who was not used to writing the name. It is, therefore, I submit, a prime candidate to have been signed by someone else.

Let us now see how the conclusions drawn hitherto affect the only piece of writing claimed to be in Mr. Shakspere's own hand.

Did Shakespeare Write Hand D in *Sir Thomas More*?

In the last century, gaining traction with Pollard's *Shakespeare's Hand in the play of Sir Thomas More* in 1923, there has been a concerted attempt by Shakespeare scholars to link the six surviving signatures with three pages of script revision on the manuscript of the play *Sir Thomas More* on a paleographical basis. The third page is the clearest of the surviving pages and is shown here (figure 91).

The Slippery Slope of Shakspere's "Signatures"

While paleography is very useful for interpreting ancient texts, it cannot be used to pinpoint dates or handwriting with high precision, such that we would describe it as scientific. Paleographical interpretations are not used, for example, in courts of law.

Forensic Document Examination, on the other hand, is accepted by courts and requires certain scientific standards to be met. This begs the question, what is the Forensic Document Examiner's position regarding Hand D?

In 1960, Forensic Document Examiner Roy A. Huber, whose book *Handwriting Identification: Facts and Fundamentals* is considered a seminal textbook on the subject, was asked to ascertain whether the six Shakspere signatures could be positively matched to the handwriting of Hand D. In 1960, Huber delivered a presentation to the Stratford Festival, in which he concluded that an identification of Hand D as Shakspere's was **not** possible.

Forensic Document Examination (FDE) requires the following:

Acceptable writing conditions. Normal writing conditions are required to gain a proper gauge of a person's handwriting. Yet all six of the alleged signatures were made in imperfect writing conditions: the Bellott-Mountjoy signature was rushed; the two Blackfriars signatures were compromised by writing on a greasy surface in a confined area; the three will signatures were possibly by a man in a weakened state. On the basis of the very first criterion alone, all six signatures are disqualified.

Time of writing. The time that writing samples are made must be close to when the questioned signatures were made, as a person's handwriting can change over time. Jowett (2011) tries to argue for a 1603 date for the Hand D writing, rather than the usually agreed upon date of the early 1590s, yet both dates are too far removed from the dates of the signatures (1612–16) to be accepted. Greg exhibits a blatant double standard by disallowing a letter written by Thomas Dekker in 1616 to compare with the handwriting of Hand E, while allowing the three will signatures of Shakspere's, made the same year, to compare with Hand D. (Price 341)

Signatures cannot be compared with regular handwriting. Since the Hand D revisions contain no signatures and the six signatures only contain "By me," this would leave us with, at best, a sample size of two words. Yet Thompson (1923) and those following him have simply disregarded this.

Capitals and lower-case letters cannot be compared. Once again, Thompson (1923) and those following make the exception.

Sample size. In terms of sample size, six signatures and two words “By me” are generally considered too small a sample to make any sort of detailed comparison.

Under all these conditions then, the six “Shakespeare signatures,” even if we are to accept all six as authentic, fail **every** one of the requirements of Forensic Document Examination.

Even worse, the fundamental principle of Forensic Document Examination is that before any of the above criteria can be addressed, it is essential that:

The handwriting sample must be clearly identified and accepted as being in the person’s hand. There must be no doubt as to the authenticity of the samples and they must not be “questioned.”

As we have seen, there are multiple reasons to believe that all six signatures are in dispute. If trying to make an identification with samples that clearly fail the most fundamental requirements of Forensic Document Examination is absurd, trying to do so when **all** the samples are questionable is doubly so.

What has been the reaction by Shakespeare scholars to Huber’s findings? It has simply been to ignore it. Each attempt in the last 50 years to argue on paleographical grounds for Hand D as Shakspere’s, such as those by Jowett (2011) and Dawson (1990), have completely neglected to mention Huber’s work, despite FDE being the most sophisticated and accurate scholarly measurement of handwriting that we have.

In his 2011 Arden edition of *Sir Thomas More*, Jowett states

Hand D shows significant similarities to that of Shakespeare. Particularly striking was a distinctive “spurred” form of the letter “a” shared between Hand D and the Shakespeare signatures. (Jowett 437)

Incredibly, not only is this the only sentence in the book that describes the signatures, it is clearly wrong. Why does Jowett use the plural signatures to infer that they all shared the “spurred a” when only one of them does? As Downs notes

It might be observed that a spurred “a” is shared by one (“Deposition”) signature only—not the signatures—and that in Hand D the feature is also anomalous. (Downs 2013)

Figure 92 shows a comparison of the bulbous spurred "a" in the Bellott-Mountjoy Shakspeare "signature", the beginning of the word "that" from page three Hand D additions (line 34) and the "a" from page 3 Hand D additions (line 24), with a graphic example of a spurred "a".



Figure 92: Examples of the spurred "a."

Recall that in the Bellott-Mountjoy signature, the "bulbous a" occurs in conjunction with a "k" that is an indecipherable mess. Huber stated that hastily written handwriting cannot be deemed to show a writer's usual formation of letters. How can we be confident that the spurred "a" is not a rushed mistake, uncharacteristic of the writer's usual style? How can we possibly base any result on a single example? There is nothing resembling the indecipherable "k" anywhere in the writings. Additionally, as Jenkins noted, scribes in depositions would often sign for deponents in a different hand, again confounding results.

Both Jowett and Bate (the latter in a 2017 debate) raise Dawson's 1990 article, which described a comparison of 250 writers against features found in the alleged signatures and those in Hand D, and concluded that none of the 250 writers shared those features. Yet while Huber laid out his argument with charts and magnifications of the handwriting samples in a clear and detailed manner, Dawson gave us no facts or evidence—there is no mention of who these writers were, and no samples of their writings were given:

Dawson does not give the identity, kinds, or dates of these documents. (Hays 186)

Dawson's is an argument based on faith. How can it be called scholarly, let alone scientific, when the author does not share his results with us? That Jowett can describe Dawson's paper as "particularly detailed" (Jowett 440) is baffling.

Another omission by many recent scholars is the evidence that Hand D is the writing of a scribe. Evidence of both “eyeskip” (the process in which errors occur when a copyist goes back and forth between the original and the copy and sometimes copies from the wrong place) and the correction of Hand D by Hand C suggest that Hand D is a copyist, not a writer composing the material.

Consider the section below (figure 93).

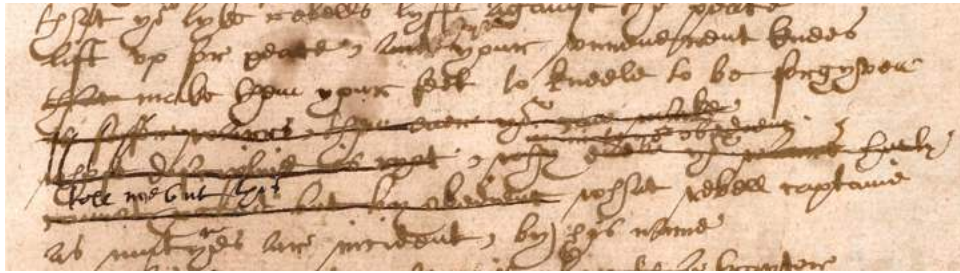


Figure 93: A section from page three Hand D showing corrections by Hand C.

A transcription follows; brackets [] indicate crossed out writing; the writing in bold is by ‘Hand C’:

lift vp for peace, and your vnreuerent knees
 [that] make them your feet to kneele to be forgiven
 [is safer warrs, than euer you can make]
 [whose discipline id ryot ; why euen yor [warrs] hurly] [in in to yor
 obedienc.]
 [cannot proceed but by obedienc] **Tell me but this** what rebell captaine
 as mutynes ar incident, by his name

One wonders how Jowett can describe Hand D “as showing a writer in the immediate process of composition” (Jowett 440) when some of the “composition” not only does not make sense, it repeats simple words such as “in.” Is that really to be expected of the greatest dramatist in the English language? To make matters worse, this is not the only apparent example of eyeskip; there is one on each of the three pages of additions.

Jowett sidesteps directly addressing the Hand D as scribe hypothesis and instead, as Downs writes,

tackles a straw man—Ioppolo’s suggestion that Shakespeare was copying his own draft. That’s not impossible of course, but the evidence she puts forward is of no consequence and Jowett rightly confutes it. But he avoids the topic otherwise as Greg, Pollard, and others have done for a century.... If Hand D is a copy we should find out. Most

scholars aren't aware of the issue but trust (in passing) authorities taking a "playwright at work" as self-evident. On further review, it isn't, and until the matter is taken up the study of Sir Thomas More falters. (Downs 2013)

To review the history of scholarship on the penmanship of Hand D is to describe a collation of omissions, straw man arguments and arguments based on faith. Results from the most up to date scientific handwriting analysis of the Forensic Document Examiner, which clearly stated an identification was not possible, are ignored, while untestable data such as Dawson's are embraced. Selecting untestable arguments that support one's thesis and rejecting those that do not is not scholarship. Moreover, not one of the studies questions the authenticity of the six alleged signatures. They are accepted as fact.

Thompson believed that the first two pages of the script revisions were written quickly, using writing techniques that indicate Shakespeare had received "a more thorough training as a scribe than had been thought probable." These pages contain abbreviations and contractions of words which were "in common use among lawyers and trained secretaries of the day." These pages show more of the characteristics of "the scrivener" (Thompson 1916, 55–6).

Considering that the six signatures may well have been penned by four scribes, it should not surprise us that there may be some scribal similarities with the additions to *Sir Thomas More*, since they would involve a quadrupling of scribal writing habits to choose from. Further, as Plomer noted regarding the Secretary hand, "such is its uniformity, moreover, that one man's hand is difficult to distinguish from another's" (Plomer 201). However, as Huber and others, including Hays and Price, have clearly shown, they contain multiple differences which are routinely ignored.

Given the paucity of the paleographic argument, why has there been such a drive to attribute the Hand D handwriting to Shakspere? As Price notes, the desire to attribute Hand D to Shakspere's pen was driven by the dearth of writing samples compared to other writers of the time (such as those displayed in *English Literary Autographs*), raising questions about Shakspere's authorship of the Shakespeare canon:

In the early 1920s, Alfred W. Pollard recruited a group of scholars to contribute essays identifying Hand D as Shakespeare's.... Pollard was attempting to fill the documentary void and put an end to the authorship question. In the early part of the twentieth century, the controversy was gaining momentum. Anti-Stratfordian challenges were coming from J. Thomas Looney and Sir George Greenwood in England, and Mark Twain was popularizing the case in the United States.

In his preface, Pollard explained that if it is proved that Shakespeare wrote the Hand D portion of *Sir Thomas More*, then the theories proposing Oxford, Derby, or Bacon as the author come “crashing to the ground.” There’s his agenda, but the subtext is just as significant. If Pollard thought that Hand D could settle the authorship question once and for all, then he was acknowledging that Shakespeare left behind no evidence during his lifetime that proves he was a writer by profession. Otherwise, Pollard would not have needed Hand D to settle the debate. (Price 330)

This pressure to provide a single literary document, resulting in the suspension of paleographical practices and the omission of studies that do not support this goal, seems to be dividing the Shakespeare scholarly community. Consider the disparity between how the Folger Shakespeare Library and the British Library describe Hand D on their respective websites.

On the *Shakespeare Documented* website, courtesy of the Folger Shakespeare Library, we have the following synopsis of Hand D:

On the basis of poetic style, many scholars believe that a three-page revision to the play is in Shakespeare’s handwriting. However, we don’t really know what Shakespeare’s handwriting looks like. **Six signatures of Shakespeare, found on four legal documents, are the only handwriting that we know for certain are his** [my emphasis]. This is too small a sample size to make any sort of reliable comparison.

The Folger’s description certainly seems a reasonable description, yet even this assumes the signatures as certain. Given what we have seen, there are good reasons to believe this is far from the case. Perhaps they will reconsider the other requirements of the Forensic Document Examiner besides just an inadequate sample size, in particular the authenticity of those signatures.

Contrast the Folger’s statement, however, with this from the website of the British Library:

The *Book of Sir Thomas More*: Shakespeare’s only surviving literary manuscript. This is part of the only surviving play script to contain Shakespeare’s handwriting. Three pages of the manuscript, ff. 8r, 8v and 9r, have been identified as Shakespeare’s, based on handwriting, spelling, vocabulary and the images and ideas expressed.

How can one possibly conclude with any degree of certainty, as the British Library does, that the case is settled, when the legitimacy of the signatures is still in question?

There is clearly a marked disagreement between the two organizations. Bear in mind, the British Library Exhibition that featured Hand D as being written in Shakspere's own hand was curated by Jonathan Bate, whose biography shows no expertise in paleography. On the other hand, Alan Nelson, an experienced paleographer who consults for the Folger, when asked in a 2013 debate if he thought Hand D was in Shakspere's own hand, replied "I don't know." How could any paleographer claim otherwise?

Conclusions

From Thompson's paleographic case in the 1920s to Alan Nelson's recent description on the Folger's *Shakespeare Documented* website, almost all Shakespeare scholars have failed to place the signatures in their contemporary environment and examine them in context. They have taken their authenticity "as a matter of faith." When examined in context, all six Shakspere signatures show multiple anomalies relative to those around them such that all six must be considered "questioned."

It is time to allow the original documents containing the signatures to be examined by Forensic Document Examiners and to bring outdated paleographic research in line with 21st Century practices. The recent multi-spectral analysis conducted by TNA is to be encouraged, and we should push for other relevant documents to be placed under similar scrutiny. For example, a scientific analysis on the Blackfriars deeds could shed more light into why the tags bearing the Shakespeare signatures appear greasier and not to have taken the ink as readily as the tags for Jackson and Johnson. The "blot" below the Bellott-Mountjoy signature has never been subjected to an examination by a Forensic Document Examiner, nor the writing of the clerks of the depositions above it. Sir Hilary Jenkinson's claim that clerks signed for deponents should be investigated further.

The six signatures must be re-evaluated before we can even begin to consider the paleographic argument for the *Sir Thomas More* additions. The signatures must be reassessed *ab initio*—from first principles. It is time for the Forensic Document Examiners to fully assess the documents and bring the scholarship into line with the modern standard. Among the possible outcomes, we must recognize the sobering possibility exists that we do not possess a single word in Mr. Shakspere's own hand.

Acknowledgments

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