

**IS WILLIAM
SHAKESPEARE'S WILL
HOLOGRAPHIC?**

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Is William Shakespeare's Will Holographic? by John Pym Yeatman

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JOHN PYM YEATMAN

**IS WILLIAM
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INTRODUCTION TO 2nd EDITION.

The question whether William Shakspeare's Will is holographic, is of singular interest, and not the least to the author of "The Gentle Shakspeare." It is a little remarkable that the critics and the great Shakspeare authorities who (some of them, happily not all) cheerfully combined in decrying this book, should have left this discovery, which completely confirms its arguments, to have been made by its unfortunate author. It is pleasing to think how this will gratify these worthy people; they cannot deny it; nor can they let it severely alone, for if they do it will be a tacit admission of the truth of it, and the majority of readers left to themselves will gladly accept it, for many love Shakspeare and hate his detractors, though they pretend to pose as the Poet's friends.

It is a very remarkable fact that up to this time there has been found no acknowledged or positive trace of the Poet's handwriting, excepting five signatures, all differing from each other, three on this Will, and two abbreviated signatures on a couple of deeds relating to a house in Blackfriars, of no importance, which the decryers of the great Poet may, fairly enough for them, as they always do when convenient, attribute to some other William Shakspeare; but they cannot get rid of the three signatures to the Will, for it was proved in due course and in solemn form by a well-known personage, Dr. Hall, and the Will shows that the Poet did possess a house in Blackfriars, which goes some way to include the other signatures; but that is a small circumstance, and can easily be explained away if desired.

Admitting that there is some little difficulty in establishing the validity of the Blackfriars signatures, the others afford a sort of proof that the Poet was just literate enough to sign his name. "Yes," it is said; "but after all, it was only a signature, and many clowns can write their own names;" and, indeed, they allege there

are indications which show how difficult it was for the Poet to accomplish even this small specimen of penmanship, for it may be clearly discerned (that is, clearly to them) that the lettering was previously written in pencil, possibly this was owing to his illness.

But assuming that the deed-signatures are explained away, this does not dispose of those upon the Will; they are poor specimens, no doubt. If written by a man in health he must have been, as it is asserted, a poor writer; but they are evidently written by a dying man, and they differ so materially from each other in the formation of the letters, especially the capitals, that it is quite impossible for anyone to pounce upon a letter and to compare it successfully with others in the body of the Will, yet this diversity, in the hands of a really clever specialist, may help in the solution of the question; for this curious fact comes to light, in fully considering the whole matter, that this diversity in the lettering is not confined to the signatures only, but is to be found throughout the three sheets of the Will. Compared each with the two others, it might be proved to the satisfaction of some experts (who insist upon finding exact similarities) that the three sheets were written by different scribes. Mr. Sidney Lee has invented an earlier draft of the Will, as well as a draughtsman. He asserts—without a shadow of proof—that Francis Collyns, the Warwick attorney, was “instructed” by the Poet to prepare the “first” draft. And if the captious critic insists that the sheets were written by different scribes, it will, of course, be asserted that Francis Collyns was assisted by two of his clerks, probably by three, for we know how he wrote himself, because he attested the Will; and it is impossible that the writer of his stiff, crabbed signature could have written in the bold and flowing style of the three clerks. Happily the proof that the Poet wrote his own Will does not rest entirely upon the evidence of experts. The general likeness, the style, the formation of the letters, however differing, go a great way towards establishing the proof of the proposition; but the more satisfactory and overwhelming proof, which must prevail, can be found in the circumstances attending the making of the Will, the consideration of which, and a very important part, is to be found in this book, “The Gentle Shakspeare.” The discovery of this single point gives the fullest authority to this work, which, indeed, is a

subject for congratulation to the author, and to all fair-minded people who agree with him.

It has long been a subject of enquiry whether the handwriting of the Poet is still in existence, and happily it would appear that this Will itself is his. When in America a few months since the author was asked by an eminent Shakspeare scholar where Shakspeare's handwriting was to be found, and he could only reply that in all probability it could be found in the library of the Elizabethan poet, Henry Ferrars, at Baddersly Clinton, whose family were feudal lords of the Shaksperes. If only a proper search could be made there, and if the Will is holographic, this can certainly be ascertained, and even if this search be impracticable, here is something to compare with other writings; and with this Will as a guide, there should be very little difficulty in discovering more of Shakspeare's true writing—it is next to impossible that it has entirely perished. Some of his friends and lovers, and he had many, must have cherished it, and even the drafts of some of his plays may be discovered; and once the standard is fixed, there will be less difficulty in making the search, and the result must be intensely interesting, for it will bring out more clearly his relations with the people, and the part he played in the affairs of that time. A curious and promising source of obtaining some of Shakspeare's autographs has recently appeared, but as suddenly has vanished, in the book of Irelands' forgeries lately sold by Puttick and Simpson to Mr. Albert Jackson, of Great Portland Street, on behalf of some foreign customer. It is extremely probable that some of these so-called forgeries would be genuine, and would be of priceless value. Unhappily the book has already left this country. The muniment rooms of Shakspeare's friends, and especially of those implicated in Cecil's invention—the Gunpowder Plot—should be carefully ransacked. There can be little doubt that the Poet himself was a "suspect," and as such banished from London. He had only just escaped the Essex "rebellion," which ended with that nobleman's life; but even Cecil's twenty years of resolute government had not given him the courage to prosecute. Besides that, the numerous friends and relations of the Poet, some in the highest positions, would make such a prosecution dangerous, if not impossible. It is singular that the idea that Shakspeare wrote his

own Will has never been broached, for many admirers of the Poet have seen it, and it has been carefully examined by eminent experts; but they do not seem to have thought of it. The author fell into the same error (see page 215). The text is stereotyped, so the blunder must remain. It is entirely owing to Messrs. Cassell that the author has been able to seize upon it. In their "Royal Shakspeare" (1897), published since "The Gentle Shakspeare," they have given a photograph of William Shakspeare's Will, and they have supplied the photographs here published from their own negatives. These are much larger and very superior to those published in "The Royal Shakspeare," which does not give so good an idea of the original writing of the great Poet. These photographs clearly indicate that the writer of the signatures was the scribe who wrote the Will, and the only question left, if this be the case, is whether the scribe wrote the signatures for the Testator, or whether the Will is not in fact holographic. The first hypothesis may be rejected safely, and the second supplies the great want, in itself a most extraordinary circumstance, that in this draft there is positive evidence of the Poet's handwriting.

There is a great difference which has to be accounted for between the writing of the signatures and that of the draft itself; but this is explained by the double date upon it, showing that some two months had elapsed since the preparation of the draft commenced and its execution as a Will—months during which the Will was written by instalments, and it is obvious from the contents that the Testator had lain on a bed of sickness; for although there are some few corrections—chiefly additions—to it, the old blunders of the writer had not been properly corrected, and so remain to the end. The Poet died on the 23rd of April, nearly a month after the execution of the Will—if the day of the month is accurate—but no attempt seems to have been made to alter it, or to retranscribe it—tolerable proof that the state of his mind did not permit him to reconsider it, and it was probably only in a fluttering of vital energy, which often occurs just before the end, that he was prevailed upon or desired to execute it, in its imperfect form, in order that an intestacy might not occur.

The question of date is a curious one, for that it was written

at an earlier period than the day on which it was signed is clear, because when it was originally written in the month of January, the regnal year was accurate; but if it was executed on the 25th of March or afterwards, it would be inaccurate. Neither that year nor the day has been corrected by the Testator. It, however, may be doubted whether the day of the month, which was left uncorrected, was the actual day when it was signed. It was certainly drafted on the 25th day of January, for the word "March" is interpolated after the month of "January" is struck out; and had the day of the month been omitted originally, both day and month would be written before the word "January" when it was struck out, unless, of course, both dates were the 25th.

It is hardly probable that the drafting and the execution should both occur on the same day (the 25th) of the month. It is more probable that the day was left in as immaterial, and to correct the regnal blunder, if it were noticed, the Christian year (1616) was added. Mr. Lee asserts positively that the "first" draft of the Will was drawn up before the 25th of January, 1615, a double error of grave importance. As a fact there was only one draft—the contents show this—and it was commenced upon the date given. The very first words written give the date, a most unusual circumstance for a draft. Drafts are never dated, though holographic wills generally are, and this circumstance probably suggested to Mr. Lee that this was not an original draft. Mrs. Stopes, who has copied much from Mr. Lee in the course of her original work, has, in copying Mr. Lee's assumptions as to "instructions," greatly improved upon them. She not only discovers that the Poet had several drafts of his Will, but that he had previously made several other wills. It is very greatly to be regretted that these great authorities will draw upon their imaginations for their facts, for though undoubtedly ingenious and plausible and very possibly accurate, there is not a scintilla of evidence to help them, and these misstatements (as in fact they are) create doubt and confusion. Mr. Lee proceeds to inform us that the later draft was ready for execution on the 25th of January, but "probably the Testator did not complete it till long afterwards, probably not till the time when it was executed." The question of the dates when the draft was made and when executed as a will are impor-

tant in considering the question of the Poet's state of health at the time. The handwriting clearly indicates that he was in better, if not in tolerable health, when he commenced the draft, though as he proceeded he rapidly deteriorated, and the contents of the Will prove that after the first few lines were written his mind and memory became defective—disturbed—confused, and incapable of carrying out logically its own conceptions.

This fact is patent, and it goes a long way in proof that the Will is holographic. The person who drafted the Will must have been in the same state of mind as the Testator who gave instructions for it, assuming that Mr. Lee is correct in his assertion that the Testator gave such instructions; but this hypothesis is most improbable—a half-demented Testator employing a draughtsman in a worse condition of mind is not even a probable guess. The Testator himself might be excused for allowing his feelings to overpower his reason; but a lawyer deliberately sitting down to write draft after draft has no such excuse. He was bound to be legal, accurate, and logical. The Will shows that the Testator was on friendly terms—probably very friendly terms—with Francis Collvins, the lawyer who attested it—hence Mr. Lee's unhappy guesses—so that he was not without legal assistance, nor is it likely that he should be so isolated for a space of several months. Nothing can be clearer than that Francis Collvins did not write the draft, for we have the clearest evidence of his handwriting in his own signature, which he appends first to the Will. His hand is a small, crabbed, tailless, lawyer-like hand, quite unlike that of the Poet, or whoever wrote the draft, which is in a large, bold, free hand, remarkably so for that period, and just such a hand as we should expect the Poet to employ. Since this was written it has been pointed out by Mr. A. H. Palmer, the learned author of the "History of Wrexham," that the capital "F" used by Francis Collvins is a very peculiar one for that period. Mr. Palmer is happily in accord with the author on this question, and especially with regard to the part taken by Francis Collvins in its composition. He agrees that Collvins did not draft the Will, and he thinks also that Shakspeare did. He also concurs in the view that Collvins wrote the paragraph relating to the performance of the Will. Mr. Palmer's suggestion is shown to be of value by comparing the signature, and especially the capital "F"

with that name in the Will. It is impossible that one hand wrote both. A man could hardly conceal his identity in writing his own name. F. Collvns, if he were the writer, could not have been a very modest character, for his name is mentioned in the place of honour amongst the first legatees, and he had the largest legacy of the Will. It is likely that the Testator might have so placed him; but it is extremely unlikely that he would have usurped so distinguished a place for himself, and this becomes less probable when it is remembered that the Testator had a near relative in the profession, Mr. Green, alias Shakspeare, the Town Clerk, with whom he had always acted in legal matters. Even when an attorney leaves to himself such unconsidered trifles as a "residue" in a Will, he usually occupies a more modest position. There can be little doubt that some of the corrections in the Will were made by Francis Collvns; his handwriting, so unlike the body of the draft, can clearly be detected, and, more than this, the substance of them is unlike the Testator, and more probably the work of an attorney. The phrase relative to Susannah "for better enabling of her to perform this my will and towards the performance thereof" is not only bad English, but is tautological, and indeed absurd, for it is wholly unnecessary. The property referred to was the bulk of the large property which Shakspeare had accumulated; all his lands and tenements of every kind, the legacies to be provided for were not a tithe of their value, and all this valuable estate was put into strict settlement. Had it been necessary to sell any portion of it to pay legacies, that portion should properly have been designated; indeed, it would have been more than sufficient to have added it to the bequest of the residue, which was amply sufficient, rather than to disturb a very strict entail. This seems to be almost the only instance where legal knowledge was at fault or legal terms misapplied, and it will gratify the believers in Shakspeare's legal knowledge to see that the mistakes are not his. Fancy the greatest Master of English, writing or "instructing" such a correction for the purpose "of enabling of" his daughter in her duties. The difference between this writing and that of the draft is again apparent in a comparatively small matter, but one of some importance. Shakspeare was not a trained lawyer, and seldom used abbreviations as all lawyers do, with the exception of the