SHAKESPEARE'S LAW AND
LATIN

HOW I WAS "EXPOSED" BY
MR. J. M. ROBERTSON, M.P.

BY
SIR GEORGE GREENWOOD, M.P.

"It is not a confident brow, nor the throng of words that come with such more than impudent sauciness from you, can thrust me from a level consideration."—Shakespeare.

"Oh, valiant man, with sword drawn and cock'd trigger,
Now, tell me, don't you cut a pretty figure?" —Byron.

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INTRODUCTORY

In the summer of 1908 Mr. John Lane published on my behalf a book called The Shakespeare Problem Restated. Five years afterwards—viz., in 1913—there appeared a work called The Baconian Heresy, from the pen of Mr. J. M. Robertson, M.P. (Herbert Jenkins, Ltd.), wherein I found that my book—which, by the way, did not advocate the Baconian theory—was made the subject of a violent attack, embellished with all that elegant vocabulary which is so familiar to those who are acquainted with Mr. Robertson’s peculiar style of controversy. In a subsequent work, Is there a Shakespeare Problem? (John Lane, 1916), I took up the main points of that attack, and, as I venture to think, answered them with some success. Whereupon Mr. J. M. Robertson once more assailed me, with even greater bitterness, in two articles published in the Literary Guide, a monthly journal printed and published by Messrs. Watts & Co., of Johnson’s Court, Fleet Street. (See the issues of that journal for January and February, 1916.)

In the second of these two articles Mr. Robertson thought fit to write as follows: “Since Mr. Greenwood will not be taught, he must just be exposed” (my italics); and he thereupon proceeded, as he fondly imagined, to visit me with the threatened “exposure.”

Now, when a man, in the pages of a public journal, announces that he is going to “expose” another, it is needless to say that he makes use of an expression perhaps as offensive as it is possible for him to employ outside the law of libel. Nevertheless, if he can make
good his threat, if he can succeed in convicting the subject of that threat of fraud, or gross ignorance, or false pretences, or whatever it may be that he has undertaken to "expose," the individual aimed at must even put up with it as best he may.

When, however, it turns out that the threat of "exposure" is based upon ignorance, then he that makes it stands convicted of sheer insolence, if not of something worse.

In the present case I have shown that Mr. Robertson's threat to "expose" me is simply based upon ignorance.

I replied to Mr. Robertson's articles, through the courtesy of the Editor, in the Literary Guide of March and April, 1916, and I had purposed to reprint all four articles verbatim; but I was informed that Mr. Robertson objected to the publication by me of his articles, with further comments thereon, unless I consented to join with them a sur-rejoinder which was sent for my perusal, and which contained, inter alia, a scandalous, but, doubtless, unintentional, false statement concerning myself. This I naturally declined to do, though I should have had no objection to publish the rest of the document with comments of my own. I will now, therefore, state Mr. Robertson's accusations seriatim, as far as possible in his own language, and will deal with them very faithfully.¹

But my main object in now publishing this paper is to consider Mr. Robertson in two aspects. Two familiar questions concerning Shakespeare have been again much mooted of late: (1) What was the extent of his legal knowledge as evidenced by his works? and (2) What was the extent of his classical knowledge so evidenced?

¹ I do not doubt that I had the legal right to publish Mr. Robertson's articles, together with mine in reply, whether he objected or not; but, in the circumstances, I thought it best not to do so.
Now, I have no intention of making another examination of these questions at the present time with the view of arriving, if possible, at definite conclusions with regard to them. To do that would require a volume of very considerable length, upon which I have no desire to embark. But, as Mr. Robertson has undertaken to instruct the public both as to Shakespeare's law and Shakespeare's classical knowledge, I propose to consider what qualifications he appears to possess for such a task. In so doing I shall have the opportunity of examining and replying to many charges which he has brought against me. I will commence, therefore, with the consideration of Mr. Robertson as an exponent of law, after which I will ask my readers to form an estimate of his authority on the "classical" question; and, lastly, I will deal with such accusations as still remain unanswered.

I will only add, to bring these prefatory remarks to a conclusion, that a personal controversy such as this is hateful to me. Moreover, I am acutely conscious of the absurdity involved in the fact that two presumably reasonable beings should be at daggers-drawn and fighting a outrance over such questions as Shakespeare's knowledge of law and of classics—more especially at a time when the world is convulsed by the most terrible war that it has ever known. But, as in real war, so it is in the case of this ridiculous travesty of it. We all recognize that war is monstrous, insensate, insane; yet we recognize further that the action of "the Huns" made it impossible for us to keep out of it. And such, too, as I opine, was my case in view of Mr. Robertson's grand "offensive." I venture to say, also, that such an aggressive attack was quite uncalled for. The late Lord Chief Justice Cockburn used to admonish counsel at the Bar that they should fight "with the rapier of the gentle-
man, and not with the dagger of the assassin." Well, Mr. Andrew Lang assailed me "with the rapier of the gentleman," and his written attack was none the less effective—indeed, was all the more effective because it was always couched in terms of perfect courtesy; and so far was it from leading to anything like acrimonious controversy that it resulted in a pleasant correspondence between us, and I still preserve a letter which he was so kind as to write to me in the train, on his way to Scotland, shortly before his lamented death. It would, of course, be unreasonable to expect anything of this sort from my present assailant. He is not so constituted. His controversial manners really have not that repose which stamps the caste of Vere de Vere.

I am not now writing, however, merely to answer a personal attack. I should be quite content to leave the personalities to die a natural death. But Mr. Robertson is well known not only as a distinguished politician, but also as a strong controversialist and a writer of great ability (more particularly on such subjects as economics, and Rationalism, and the history of Free Thought); and I fear many readers have been led by his authority into serious errors with regard to Shakespeare and his works. What some of these errors are I endeavour to demonstrate in the following pages, and I would ask the reader kindly to take note that my arguments in the present brochure are quite independent of the question of the Shakespearean authorship. They are addressed to the "orthodox" and the "unorthodox" alike.

Mr. Robertson threatens to "go for" me again in a second edition of The Baconian Heresy, but as, possibly, I "may not be here" when that new edition makes its appearance, I think it best to adopt the motto of dear old David Harum—viz.: "Do to the other fellow what he wants to do to you—and do it just!"
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MR. ROBERTSON AS EXPONENT OF LAW

In the Literary Guide for March, 1916, replying to Mr. J. M. Robertson's articles, I wrote as follows:

In his book on The Baconian Heresy (1913) Mr. J. M. Robertson made a violent attack upon me, in his most approved style; and if argument could be killed by epithets, and assertion were equivalent to demonstration, I should certainly be in a bad way. But that attack was, in my opinion, as to certain parts thereof, extremely unfair, and in my recently published Is there a Shakespeare Problem? I essayed to answer it as vigorously and effectually as my poor powers enabled me. Mr. Robertson now, making use of the Literary Guide as the medium for another attack, affects a superior tone, and somewhat loftily animadverts upon "the spirit" in which I write. I do not think this will carry much weight with those who are familiar with his well-known style of controversy. They will be reminded, I fancy, of a much-quoted line of Juvenal about "the Gracchi complaining of sedition"!

Controversy is to Mr. Robertson as the breath of his nostrils. He is to the manner born. But I fear he is not too tolerant of an opponent who distinctly refuses to "turn the other cheek." He would, doubtless, describe me after the manner of the French showman: "Cet animal est très méchant; quand on l'attaque il se défend"! Hence, no doubt, his genial sarcasm concerning my physical breakdown, and consequent "pathological" lapses—a style of writing,
concerning an opponent in literary controversy, which "I envy not in any moods."

And when Mr. Robertson talks at large about my "cloud of invective," I can only trust (if it be not too much to hope) that some readers of the Guide may be induced to turn to my book, whereupon they will see how much—and how little—truth there is in this imputation. Yet Mr. Robertson ought to know what "invective" is, if any man does!

Mr. Robertson tells us that he has dealt with two questions, which he considers the main evidential questions with reference to the simple thesis with which alone I am concerned—viz. (I state them in my own terms): (1) Do the works of "Shakespeare" show accurate and exceptional legal knowledge such as we cannot suppose the player to have possessed, and (2) do they exhibit an amount of classical knowledge and learning, such, also, as the player could not be supposed to possess?

Now, as outspokenness seems to be the mot d'ordre in this edifying controversy, I will express my own opinion with the most entire frankness. I fear it may not please Mr. Robertson, but, as it is my honest and settled conviction, I see no reason to suppress it. In my opinion, then, Mr. Robertson is not adequately equipped to discuss these particular questions, for the simple reason that he is neither a lawyer nor a classical scholar. It is not the slightest disparagement to Mr. Robertson to say this. He was not condemned, as some of us were, to learn Latin and Greek, and, I fear, little else, between the ages of nine and twenty-three; he had not to seek scholarships rather "for gain" than "for glory"; he had not to slave for an "Honour Degree." Neither had he to read for some years in legal chambers, to pass an examination for admittance to the Bar; to go Circuit and Sessions; to "keep leets and law days"; to attend County Courts, Magistrates' Courts, and "High" Courts, and to go through all the drudgery and discipline of a practising
barrister. Instead of this, he was equipping himself, and most efficiently, in other branches of knowledge, and for other walks of life; gaining all that experience and learning and information which have enabled him to reach a distinguished position in the literary world. I would think twice and thrice before engaging in controversy with Mr. Robertson on a question of Economics, or of Rationalist (or "Humanist") literature or history, or, indeed, on many other questions. But ne sutor supra crepidam. It is even more difficult to-day than it was in Bacon's time to take all knowledge for one's province.

And now, if Mr. Robertson shall retort that I also am not qualified to pronounce on Shakespeare's law and Shakespeare's scholarship, I will, certainly, raise no complaint on that ground. As to law, I subscribe to the words which I heard spoken in the House of Commons the other day by a learned King's Counsel, who said that the more he studied it the less he felt he knew. It is only those who are ignorant of it who think it can be acquired with facility—"picked up," perhaps, in some local Court of Justice! But I would just ask this question: How can a layman possibly decide as to Shakespeare's knowledge of something whereof he is himself ignorant? A lawyer may, of course, go wrong; but he does, at least, speak with some knowledge of his subject. A layman's judgment, as it seems to me, can be of little or no use. Mr. Robertson is, as we know, and as he tells us, very contemptuous of authority; but, for my part, I think the opinion of lawyers such as Malone, Rushton, Lord Campbell, Lord Penzance, Judge Webb, Mr. Castle, and a few others whom I might name, may, possibly, be of more value upon this point even than Mr. Robertson's.

For the rest, I leave my arguments to speak for themselves. But, as I have already mentioned,¹ Mr. Robertson

¹ Introductory, p. v.
AS EXPONENT OF LAW

says he has "exposed" me. Let us now see, therefore, how the "exposure" is effected. In *The Shakespeare Problem Restated* (1908), commenting upon Lord Campbell's remark that a layman who undertakes to write about law is sure to betray by some untechnical observation that he is not of the profession, I cited, by way of illustration in a footnote, some words of Mr. Robertson's—viz., "Let us formulate all the tests......first putting a few necessary caveats." I did not quote this as an error on Mr. Robertson's part, but merely as a remark revealing that he was not a lawyer. "No lawyer," I wrote (p. 372 note), "would speak of *putting* a caveat." Now this is undeniably true. No lawyer of the present time, or indeed of any time, so far as I know, would so speak, simply because the legal expression is to *enter a caveat.* If the lay reader cares to refer to the "Probate" or "Admiralty" Rules, or to the *Annual Practice,* or the *Encyclopaedia of the Laws of England,* or any text-book dealing with the subject, he will find that this is the term used universally and without exception for the process of lodging a "caveat." And even if a lawyer should speak, in slipshod fashion, of "putting in" a caveat, which I do not think any lawyer of to-day would do, he certainly would not talk of "*putting*" a caveat, as Mr. Robertson does. Again, I say, I merely cited this remark, not as an error, but as one of those very small things which so often reveal the fact that a writer is not "of the craft," as Lord Campbell says.

But, unfortunately, my indexer—for I had not time to compile the index myself—wrote, with regard to this little matter: "Robertson, J. M., betrays his ignorance of law." This appears to have rankled in Mr. Robertson's mind. He makes reference to it in his book, *The Baconian Heresy* (p. 175), and I fear he has brooded over it ever since. At last, however, he has made a discovery which shall put me to shame. "Since Mr. Greenwood will not be taught," he writes, "he must just be *exposed.*"1 Now mark how it is done.

Mr. Robertson has discovered that Bacon writes in the
*Advancement of Learning*: "St. Paul gives a caveat," and "Caesar’s counsellor put in the same caveat." And was not Bacon a lawyer? What ignorance, then, on my part to say that no lawyer would speak of "putting" a caveat!

Mr. Robertson, therefore, apparently supposes that what Bacon wrote three hundred years ago somehow invalidates my statement as to what is the use and practice of lawyers of to-day! I think he will enjoy a monopoly of that quaint idea.1

And such is the basis upon the strength of which this courteous gentleman, with his exquisite urbanity, thinks he is entitled to tell his readers that he has "exposed" me! Well, happily, I am not called upon to perform that function in Mr. Robertson’s case, for the simple reason that he is always unconsciously and ingenuously performing it for himself, *proprio motu*, as I shall abundantly demonstrate in the course of this inquiry.

In the year 1859 Lord Campbell, who was, first, Lord Chief Justice of the Queen’s Bench, and afterwards Lord Chancellor, published a small book, with the title *Shakespeare’s Legal Acquirements*, in which he maintained that Shakespeare must have possessed a very exceptional and accurate knowledge of law. This idea was not a new one, for Malone, himself a lawyer and one of the most acute and learned of Shakespearean critics, had, many years before, expressed the opinion that Shakespeare’s "knowledge of legal terms is not merely such as might be acquired by the casual observation of even his all-comprehending mind; it has the appearance of technical skill."

Now, in *The Shakespeare Problem Restated* (ch. xiii) I made frequent reference to Lord Campbell’s book. Mr. Robertson is kind enough to say that I did so

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1 Webster, in *The Devil’s Law Case*, makes one of his characters say: "I must put in a strong caveat." Webster was not a lawyer, but I have little doubt that other lawyers of that day might use the expression "put in a caveat," as Bacon did. But in all the examples given in *The Oxford Dictionary* of the legal use of the word "caveat," including three of the seventeenth century, the term used is the technically correct one—viz., to "enter a caveat."
without reading it. "Mr. Greenwood," he writes, "has again and again relied on sheer 'authority' as such for main points in his case. He did so with Lord Campbell, whose arguments and evidence on the 'law' theory he had not read" (original italics).... "As to law he quoted at second hand the ostensible conclusions of Lord Campbell, without noting his inconsistent reservations, and above all without even reading his argument and his evidence."

It is characteristic of Mr. Robertson to make such statements as these, but they are quite untrue. I had, "as it happens"—to use a phrase of Mr. Robertson's to be referred to presently—read Lord Campbell's book—not a large task, for it is a very short one; and if Mr. Robertson had read my Vindicators of Shakespeare—and, since he refers to it more than once, I presume he had read it—he must have known that I had done so, for in that work I subject it to a somewhat prolonged examination (see pp. 80-91). It is quite true, however, that I did not make any attempt to criticize Lord Campbell's arguments in The Shakespeare Problem Restated, and I have given my reasons for not doing so. When I published that book, it appeared to be an article of the "orthodox" Shakespearean faith that the poet was possessed of an unusual knowledge of law. Malone, Steevens, Ritson, Lord Campbell, Rushton, the Cowden Clarkes, Grant White, Mr. Castle, K.C., Professor Churton Collins, and many others of the "orthodox," had testified to the truth of this opinion; and even Sir Sidney Lee himself had written of "Shakespeare's accurate use of legal terms, which deserves all the attention that has been paid to it."¹ There thus appeared to be a consensus of "orthodox" opinion on this matter, and my purpose, when I wrote my first book, was, accepting such "orthodox" opinion for the sake of argument, to see to what conclusion it would lead us with regard to the author of the plays and poems of

Shakespeare. All this I have explained fully in my last book, but Mr. Robertson sees fit to ignore what I there wrote in this connection. He has now, of course, given another shake to the kaleidoscope of Shakespearean criticism, and asserts that all these authorities were in error, and that the works of Shakespeare show the author not to have been possessed of any special legal knowledge whatsoever. Moreover, Sir Sidney Lee has now changed his tone, and tells us Lord Campbell has "greatly exaggerated Shakespeare's legal knowledge." This being so, it would, no doubt, be well that the whole matter should be examined anew by a competent lawyer, and perhaps some day this may be done. I made no attempt in my last book to undertake that work, which would have demanded more time than I was able to give to it, and would have added many pages to a volume which, even as it is, sins, I fear, in the matter of length. I, therefore, wrote (Is there a Shakespeare Problem? p. 102) that, in view of the difficulty of finding "a legal arbitrator to whom this question can be submitted with confidence.....the safest course will be to consider the 'Shakespeare Problem' quite apart from this vexed question of Shakespeare's legal knowledge," which I, accordingly, proceeded to do. I further admitted that I should, certainly, not care to rest the theory that Shakespeare had the amount of legal knowledge which Lord Campbell ascribes to him simply on the "evidential passages" which he has presented to us, while at the same time deprecating the very large measure of scorn and contumely which Mr. Robertson has heaped upon the inferences which that learned Judge drew from them. Whereupon Mr. Robertson writes, more suo, that the legal case has hopelessly broken down, and "our time has been wasted by a forensic mystification." That, of course, is quite in the Robertsonian style, but it is not necessary to criticize the statement further, since I am not now arguing the question of Shakespeare's legal

1 See Is there a Shakespeare Problem? p. 4 et seq.
knowledge. I rather propose to set before the reader certain passages from Mr. Robertson's work which demonstrate how little qualified he is to pronounce any opinion worth having upon that question. I beg the reader's attention to the following:—

Lord Campbell, in his book already referred to (p. 35), makes mention of Shakespeare's use of the technical legal expressions "fine" and "recovery." Now, as every lawyer knows, although these terms are frequently coupled together by Shakespeare and other writers of his time, "fine" and "recovery" were very distinct forms of procedure. Both, however, were forms of collusive action, and both were habitually made use of, with the sanction of the Courts of Law (it was the Court of Common Pleas which had exclusive jurisdiction in all "real actions"), in order to evade the awkward consequences of the Statute of Westminster the Second, passed in the reign of Edward I, and better known as the Statute De Donis.

By that Statute it was enacted that land given to a man and the heirs of his body—i.e., for an estate in "fee tail"—should always descend according to the will of the donor; in other words, that those to whom the land was given should have no power to alienate it, so that it should always remain with their own issue after death, or revert to the donor or his heirs if such issue should fail. But this was soon found to give rise to an intolerable state of things, wherefore recourse was had to these collusive actions, whereby a tenant in tail was enabled to regain his right to alienate his land, either by "levying" a fine, or "suffering" a recovery, or sometimes, it may be, doing both. The judges, in fact, drove the proverbial coach-and-six through the Statute De Donis Conditionalibus.¹

Now, a "fine" was a very complicated form of pro-

¹ In Mr. Arthur Underhill's article on "Law," in Shakespeare's England which has been published since the above was in print, this appears, by an unfortunate oversight, as "de bonis conditionalibus" (vol. i, p. 404). For Mr. Underhill's opinion concerning Shakespeare's law, see note at the end of this chapter.
ceedure, and those who wish to read more about it are respectfully referred to Kerr's Blackstone, vol. ii, p. 350 (1862), where the various steps in the collusive action are set forth at length. What I would impress upon the lay reader is that the name "fine," as here used, is merely the translation of the Latin finis, and has nothing whatever to do with a money payment. The action was intended to put an end to all disputes concerning the land and, as we are informed by an ancient record of Parliament, 18 Edward I, "finis sic vocatur eo quod finis et consummatio omnium placitorum esse debet." So too we read in the Statute 27 Edward I, c. i (1292): "Quia fines in curia nostra levati finem litibus debent imponere et imponunt et ideo fines vocantur." I need say no more about it than that by a Statute of Henry VIII a "fine" levied by a tenant in tail acted as an immediate bar to his issue.

A "recovery" was, as already stated, a different form of procedure, and he who wishes to inform himself concerning it may be referred to the late Mr. Joshua Williams's well-known work on the Law of Real Property, where he will find a brief and edifying description of the process of "vouching to warranty," and of "imparling the common vouchee." The following quotation supplies an explanation of the name "recovery":—"The judges, in construing the Statute (De Donis), had admitted a principle which afterwards gave a handle to overturn it altogether. It was held that if the tenant in tail disposed of the land, but left assets, or lands of equal value, to his issue, the issue were bound to abide by his alienation of the entailed lands......but the principle of recompense in value was afterwards extended so as to bar the issue from asserting their rights to the entailed lands, if a mere judgment had been given entitling them to recover from some other person lands of equal value instead." By this process "not only were the issue (of

2 Cf. Hamlet's reference to "double vouchers."
the tenant in tail) barred of their right, but the donor, who had made the grant, and to whom the lands were to revert on failure of issue, had his reversion barred at the same time. So also all estates which the donor might have given to other persons, expectant on the decease of the tenant in tail without issue (and which estates...... are called remainders expectant on the estate tail), were equally barred. The demandant, in whose favour judgment was given, became possessed of an estate in fee simple in the lands; for in a recovery the lands were always claimed in fee simple, and the demandant, being a friend of the tenant in tail, of course disposed of the estate in fee simple according to his wishes."

With regard to "recoveries," Sheppard's Touchstone says (p. 41): "This kind of assurance is in some respects better than a fine, for a fine will bar the heir in tail, but not (by its own operation or otherwise than by non-claim) him that is in the remainder or reversion; but a recovery will bar them all."

It is not necessary to consider here the somewhat different effects produced by a "fine" and "recovery," respectively with regard to the barring of claims, whether of issue, remainders, remaindermen, reversioners, or outsiders. It was, I apprehend, very seldom that both processes were resorted to in respect of the same property; but certainly, if this were done, it would "make assurance doubly sure."

I need only add that "fines" and "recoveries," besides being used to bar estates tail, and to bar dower, and to convey estates to married women, were extensively employed for the ordinary purpose of conveyance, and were regarded as the strongest possible forms of assurance.

After this little legal excursus, which is, perhaps, not without some interest, I will revert to the passage in the Merry Wives of Windsor cited by Lord Campbell and commented upon by Mr. Robertson. In the Fourth Act (Sc. ii, 219) Mrs. Ford says to Mrs. Page: "What think you? May we, with the warrant of womanhood, and the witness of a good conscience, pursue him with any further revenge?"
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To which Mrs. Page replies: "The spirit of wanton-ness is, sure, scared out of him: if the devil have him not in fee-simple, with fine and recovery, he will never, I think, in the way of waste, attempt us again."

The meaning of Mrs. Page's remark, as I understand it, is this: Falstaff has had such a lesson that unless he has been made the devil's absolute property by the very strongest of assurances—unless the devil owns him "in fee-simple," secured both by "fine" and "recovery"—he will never make an attempt upon us again.¹

Now, Lord Campbell cited this passage, not because the mere employment by Shakespeare of the terms "fine and recovery" in any way advanced the proposition that he had an unusual knowledge of law, but because it appeared to show that he had "the recondite terms of the law" so constantly running in his head that he actually puts them into a lady's mouth à propos of nothing, as it were, making her "pour them out in a confidential tête-à-tête with another lady."

But Mr. Robertson tells us that for all the legal terms and allusions to be found in Shakespeare he can produce parallels from contemporary dramatists who had had no legal training, just as striking and just as evidential of knowledge of law. In this particular instance, therefore, he produces (p. 41) the following "piece of dialogue between wooer and lady in one of Greene's stories"—viz., The Card of Fancy.

"Yet Madame (quoth he) when the debt is confest there remaineth some hope of recovery"²......The debt being due, he shall by constraint of law and his own confession (maugre his face) be forced to make restitution."

"Truth, Garydonius (quoth she), if he commence his action in a right case, and the plea he puts in prove not imperfect. But yet take this by the way, it is hard for that plaintiff to recover his costs where the defendant, being judge, sets down the sentence."

Whereupon Mr. Robertson asks (p. 41): "Shall we

¹ Mrs. Ford here interpolates the words "in the way of waste." perhaps with a sous-entendu, and an allusion to the legal doctrine of "waste"; but the words are somewhat obscure.
² My italics.
then pronounce that Greene wrote as he did because 'his head was full of the recondite terms of the law'?"

Now, when I read this passage in Mr. Robertson's book, I supposed that he intended to parallel Shakespeare's use of the term "recovery," as in the passage referred to by him in the Merry Wives, by that word as it appears in the dialogue cited from Greene. And I was not singular in that idea, for a reviewer in The Nation (November 13, 1915), wrote, with reference to Mr. Robertson's comments on the legal vocabulary in the Shakespeare plays:—

"When Mr. Robertson avows the belief that any intelligent man could pick up this vocabulary, as it were, in the streets, he delivers himself into the enemy's hand. When he quotes from Greene a passage about the 'recovery' of a debt as a parallel to Shakespeare's reference to a 'fine and recovery,' he puts himself on a level with the index-maker who wrote on 'Mill on Liberty and ditto on the Floss.'"

In reply to this, Mr. Robertson wrote (The Nation, January 1, 1916), that it was "sheer hallucination" on the part of the reviewer. The occurrence of the word "recovery" in the passage cited by him from Greene was, it seems, a mere coincidence. He only cited that passage "as showing 'another lady' talking in the legal vein which Campbell declared to be proof of the author's 'legal acquirements' when put in a woman's dialogue by Shakespeare."

Now, in the first place, Lord Campbell did not say that the words put by Shakespeare into the mouth of Mrs. Page are "proof of the author's legal acquirements." He merely adduced them as evidentiary of the fact that "Shakespeare's head was full of the recondite terms of the law." But the misfortune in connection with Mr. Robertson's explanation is that the first part of his quotation from Greene is not spoken by a lady, but by a man, and is, therefore, quite irrelevant to his argument as he now puts it.

What, then, as to the lady's part of the dialogue? What "recondite terms of the law" does it contain?
Well, we have "action," "case," "plea," "plaintiff," "costs," "defendant," "judge," and "sentence." So Mr. Robertson imagines that these are "recondite terms of the law," fittingly paralleled with such highly technical terms as "fine" and "recovery"! Is it possible that he is ignorant of the fact that these terms used by his "lady" are quite ordinary commonplace terms of everyday life, the occurrence of which in any woman's mouth, gentle or simple, is indicative of no "legal acquirements" whatsoever?

But perhaps Mr. Robertson would say that he quoted the man's part of the dialogue merely because it led up to the answering words of the lady. If so, I reply that this makes his case even weaker, if that be possible, than it was before, because it is not at all surprising that a lady should make use of these ordinary terms concerning an action at law if the male party to the dialogue introduces the subject, and so leads up to them. The point in Mrs. Page's case is that the legal terms are uttered by her spontaneously, and, indeed, not a little inappropriately.

But let us turn to another instance of Mr. Robertson's application of his method of parallelism. At p. 46 of his book, The Baconian Heresy, he writes as follows:—

"'Fine and recovery' occurs again in the Comedy of Errors (ii, 2); and this time we are told [by Lord Campbell] that the puns extracted from the terms 'show the author to be very familiar with some of the most abstruse proceedings in English jurisprudence.' The same deep knowledge is doubtless to be credited to Nashe, who writes of 'suing the least action of recovery' and 'a writ of Ejectione firma.'"

Mr. Robertson, therefore, cites Nashe as employing, in the passage referred to, the technical legal term "recovery," and sarcastically says that he, therefore, "is doubtless to be credited" with "the same deep knowledge," for whatever knowledge is to be ascribed to Shakespeare when he makes use of the term "recovery" must, of course, be ascribed to Nashe also when he makes use of the same term. I may here again remark in pass-
ing that Lord Campbell does not infer "deep knowledge" on Shakespeare's part from his use of the terms "fine and recovery," but only that he was "familiar with some of the most abstruse proceedings in English jurisprudence." Let us see, however, what it is that Nashe really says. The passage is to be found in a prose piece called "Nashe's Lenten Stuffe" (1599), containing a description of the town of Great Yarmouth, "with a new Play never played before, of the praise of the Red Herring." Here he writes of Great Yarmouth that it is "out of an hill or heape of sande, reared and enforced from the sea most miraculously, and by the singular pollicy and incessant inestimable expence of the Inhabitantes, so firmly piled and vampiered against the fumish waves battry, or sying the least action of recoverie, that it is more conjecturall of the twaine, the land with a writ of Ejectione firma, wil get the upperhande of the ocean, than the ocean one crowes skip prevale against the Continent."  

Now, here there can be no possibility of evasion. Here it is plain that Mr. Robertson supposes that the "recovery" alluded to by Nashe is the same as that of which Shakespeare makes mention in the expression "fine and recovery." But, unfortunately, it is not so. Nashe tells us that at Great Yarmouth there is no chance of the sea "suing the least action of recovery" against the land, where the allusion obviously is, not to "suffering a recovery," but to the ordinary action for the recovery of land! It is more probable, Nashe says, that the land will "prevail over the ocean" with a writ of Ejectione firma or of Ejectio firma, whichever be the true reading. How Mr. Robertson can imagine that this allusion to the writ in question in any way helps his case I am at a loss to conceive. But the point is, that he evidently was ignorant of the meaning of the term "recovery" as used by Shakespeare in the passage to which Lord Campbell refers.

1 I quote from Grosart's Edition of Nashe's Prose Works (1883-84), vol. v, p. 204. In Charles Hindley's Edition (Old Book Collectors' Miscellany), vol. i, p. 7, we read, instead of "a writ of Ejectione firma," "the writ of an Ejectio firma."
But let us continue the quotation:—

"‘Fine,’ as it happens,” writes Mr. Robertson, “is a
common figure in the drama of Shakespeare’s day. Bellafront, in Dekker’s Honest Whore (Part II, iv, 1), speaks of

an easy fine
For which methought, I leased away my soul.

From Mall, in Porter’s Two Angry Women of Abington (iii, 2) we have:—

Francis, my love’s lease I do let to thee
Date of my life and time: what say’st thou to me?
The ent’ring, fine, or income thou must pay.”

And Mr. Robertson adds: “There is nothing more technical in the Comedy of Errors”! (My italics.)

Upon this I wrote (The Nation, January 8, 1916): “Now, no lawyer needs to be told that the word ‘fine,’ as used in the expression ‘fine and recovery,’ means an obsolete method of transferring land by means of a fictitious action. It was finis et consummatio omnium placitorum (18 Edw. I.), and has nothing whatever to do with a money payment. Yet, as parallel with this technical legal term, as used by Shakespeare, Mr. Robertson, in order to show what ‘a common figure’ the term is ‘in the drama of Shakespeare’s day,’ cites two passages where the word is used in its ordinary meaning of a payment of money, as in the case of a premium on a lease.”

What was Mr. Robertson’s reply to that? It was all my mistake. I was “merely repeating the blunder of a previous legal critic”—a blunder which he had already “exposed”! For, says Mr. Robertson, “the use of ‘fine’ was not put by me (in the passages cited) as the equivalent of the phrase ‘fine and recovery’” (The Nation, January 22, 1916).

Here, then, is another “exposure”! Well, let us quietly examine it. ‘‘Fine,’ as it happens,” writes Mr. Robertson, à propos of the expression “fine and recovery,” “is a common figure in the drama of Shakespeare’s day,” and he thereupon proceeds to give us some examples. Now, it is clear that these examples are irrelevant unless
they are examples of the word used in the same technical sense as that in which Shakespeare uses it. The natural inference, therefore—and I am entirely convinced the true inference—is that the examples of the word "fine" taken by him from Dekker and Porter were meant as examples of the word as it is used by Shakespeare. "Oh dear no," cries Mr. Robertson, when confronted with this absurd blunder, "the use of 'fine' was not put by me as the equivalent of the phrase 'fine and recovery'"—where we note in passing that he evidently supposes that "fine and recovery" are one and the same thing, for how otherwise could the word "fine" be "equivalent to the phrase 'fine and recovery'"?

We are reduced to this, then. Mr. Robertson quotes instances of the use of the word "fine," by Dekker and Porter, not in its technical legal sense, but in its ordinary sense of a money payment, and observes that, "as it happens," the word in this sense "is a common figure in the drama of Shakespeare's day"! Well, who denies it? I do not know why Mr. Robertson should speak of it as a "figure"; but if he merely means, as he now says he does, that the word "fine," in its ordinary sense of a money payment, is of common occurrence in the drama of Shakespeare's day, he speaks undoubted truth, though what importance he attaches to it, and why he should think it necessary to inform us of this well-known fact, I am at a loss to conceive.

But then, unfortunately, he adds: "There is nothing more technical in the 'Comedy of Errors'!" What on earth is the meaning of that? "Fine," as used by Shakespeare in the expression "fine and recovery," is certainly a highly technical term. But "fine" in the ordinary sense of a money payment is not a technical term at all. What, then, is the meaning of Mr. Robertson's amazing assertion?

I think the answer is a very simple one. Mr. Robertson's attempted explanation is "gross as a mountain, open, palpable." But if he was ignorant of the real meaning of the technical legal terms "fine" and "recovery," it was not unnatural that he should
imagine he could "parallel" the use of the word "fine" in the *Comedy of Errors* by the examples which he has so ingenuously taken from Dekker and Porter. *Et voilà tout!* to use his own expression. Here is another "exposure" indeed!

Mr. Robertson writes in the *Literary Guide*, when confronted with his citation of the word "fine," as though it were a parallel to the word as used by Shakespeare in the expression "fine and recovery": "Again and again I have 'paralleled' legal phrases with absolutely different ones. The point is that the one set is as much evidence for legal knowledge or training as the other." So that, having paralleled "fine" as in "fine and recovery" with fine in an "absolutely different" sense (as he now tells us), he asks us to believe that the word *in its ordinary sense of a money payment* is "as much evidence for legal knowledge or training" as the word in its technical legal sense!

Now, it would, in my judgment, be absurd to put forward the mere use of the expression "fine and recovery" as "evidence for legal knowledge or training"; but the word "fine," so used, is, certainly, a highly technical term, whereas in the sense in which it is employed by Dekker and Porter, in the passages cited, it is not a technical term at all. Mr. Robertson, therefore, has here paralleled a "legal phrase" with a word which is not only "absolutely different" (except, indeed, in sound and spelling), but which is not even a technical term, or, indeed, an expression peculiar to the law!

But such are Mr. Robertson's parallelisms. Having no knowledge of law, he cannot discriminate between a really technical legal expression, such as might, possibly, be evidentiary of the "legal acquirements" of the writer, and a phrase which, though it may have some legal flavour about it, is yet but a commonplace every-day expression, from which no such inference can be drawn—such, for instance, as those he cites from Greene, Porter, and Dekker.
Here is yet another citation from the latter dramatist. Mr. Robertson asks us (p. 41): "What, again, shall we say of the passage in Dekker's *Honest Whore* (Pt. I, iv, 1), in which Hippolito points to the portrait of Infelice as—

The copy of that obligation  
Where my soul 's bound in heavy penalties;

and Bellafront replies—

She's dead, you told me; she'll let fall her suit."

And thereupon Mr. Robertson asks: "Must Dekker, too, be a lawyer?" And gravely adds: "The reader has already begun, perhaps, to realize that lawyerly' is out of the question!" He is annoyed with me because I exclaim upon this: "Di Magni, that our time should be wasted by such solemn nonsense!" But what can one say as to such absurdities? For the above quotation from Dekker contains absolutely nothing to suggest that Dekker had any technical legal knowledge whatsoever.

Such, I repeat, are Mr. Robertson's supposed legal parallelisms. They impress those who merely turn over his pages by their multitude, and those who are ignorant of law by their assumption of learning. But attacks in massed formation are singularly ineffective when the masses are made up of such sorry soldiers as Falstaff's "tattered prodigals" when he was thought to have "unloaded all the gibbets and pressed the dead bodies."

In other words, the mere multiplication of supposed parallels which have no real cogency or application is an entirely futile proceeding.

Mr. Robertson repeatedly alleges that Lord Campbell is my "chief witness," or "main authority," in support of the case for Shakespeare's exceptional knowledge of law and legal terms. The allegation, however, has no foundation in fact. As I have already stated, it was not my purpose, when, in 1908, I published *The Shakespeare Problem Restated*, to formulate anew a case for Shakespeare's legal knowledge. I found that the exist-

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1 He means, I suppose, any exceptional knowledge of law on Shakespeare's part.
ence of such knowledge was, so far as I could see, an accepted article of the "orthodox" Shakespearean faith, and I based a certain superstructure of argument upon that fact. But Mr. Robertson having repudiated that article of faith altogether, and having rejected the legalist theory in toto, I wrote, in 1916, as above mentioned, that, so far from relying upon Lord Campbell to substantiate the hypothesis in question, I was "quite free to own that I should not care to rest the theory that Shakespeare had the amount of legal knowledge which Lord Campbell ascribes to him, simply on the evidential passages which he has presented to us."^1

This being so, I certainly did not think it worth while to discuss these "evidential passages" seriatim, though I selected four or five for examination, not so much for their own sakes as in order to present for the reader's consideration Mr. Robertson's criticism thereon. One of these was the passage quoted by Lord Campbell from The Merry Wives, where Ford says his love is "Like a fair house built upon another man's ground; so that I have lost my edifice by mistaking the place where I erected it." Upon this Lord Campbell comments that it "shows in Shakespeare a knowledge of the law of real property not generally possessed." Mr. Robertson is very contemptuous of this. "It might suffice to answer," he writes, "that such knowledge is to-day possessed by millions of laymen."^2 Commenting upon this, I made the admission that Lord Campbell's proposition "certainly sounds somewhat ridiculous."^3 Mr. Robertson now quotes these words (Literary Guide, January, 1916, p. 10) as a "confession" on my part, and adds that I proceed "to try to extenuate the absurdity."

Now, what I really did was to show that, though the proposition in question perhaps "sounds somewhat ridiculous," yet, in truth, when examined it proves not to be ridiculous at all. "Millions of laymen" know the law on this matter, says Mr. Robertson. But do they?

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1 Is there a Shakespeare Problem? p. 53.
3 Is there a Shakespeare Problem? p. 54.
Ask any ordinary layman this question: If A builds a house on B's land, honestly believing it to be his own land, and B lies by and says nothing, and then, when A has spent his money and built the house, claims it as his property, to whom, in these circumstances, does the house belong? I fancy the ordinary layman, and perhaps some lawyers, will find some little difficulty in answering the question. As I have shown, to understand the law on this matter one has to go back to Justinian's Institutes, and the comments of the learned thereon; and as Lord Campbell truly says: "The unlearned would suppose that if, by mistake, a man builds a fine house on the land of another, when he discovers his error he will be permitted to remove all the materials of the structure, and particularly the marble pillars and carved chimney-pieces with which he has adorned it; but Shakespeare knew better." Agreeably with this, I find that an American lawyer, referring to the above quotation from The Merry Wives, writes in Case and Comment—described as "The Lawyer's Magazine"—for August, 1914, that "This principle of law is not apt to be known by laymen." But Mr. Robertson says that all this is mere "absurdity"! Can we "believe that the Judge is serious?" he asks. Well, I must leave it to the reader to judge whether this indicates superior knowledge on Mr. Robertson's part, or inferior ignorance.

But this learned critic, who has apparently been gifted by nature with that knowledge of law which Lord Campbell confessed it had taken him such long labour to acquire, does not stop here. He will refute any inference which an uncritical reader might be disposed to draw from Lord Campbell's quotation by parallel passages evolved from his great knowledge of Elizabethan literature. "Let the lawyer be answered in legal form. In Dekker's Shoemaker's Holiday, published in 1597, Hodge says (v, 2): 'The law's on our side; he that sows on

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2 Shakespeare's Legal Acquirements, p. 34.  
3 The writer is the Hon. John H. Light, Attorney General for Connecticut. Mr. Light actually adds that "there are very few lawyers who really understand the true spirit and science of the law as well as Shakespeare." What a target for Mr. Robertson's scorn!
another man’s ground forfeits his harvest.' Hodge is a foreman shoemaker. Was Dekker an attorney’s clerk, or was Hodge talking in character and saying what any shoemaker might? Or was it a lawyer who penned in Heywood’s *English Traveller* (iv, 1) the lines:

> Was not the money
> Due to the usurer, took upon his ground
> That proved well built upon? We are no fools
> That knew not what we did.”

Observe the “parallels”! I think it may be truly said that “millions of laymen know” that if I sow on another man’s ground—without any agreement with him, of course—I forfeit my harvest. Even the “shoemaker” could hardly have thought otherwise. But Mr. Robertson thinks this is a parallel case to the man who knows the law to the effect that if he, quite honestly, builds a house on another man’s land, and is allowed by that other to complete it, the house becomes the property of the owner of the soil!

As to the passage cited from Heywood, how it is supposed to be a parallel at all, or what its relevancy is supposed to be, entirely passes my comprehension.

I am not now arguing whether or not the passage quoted by Lord Campbell from *The Merry Wives* has any importance with reference to the question of Shakespeare’s knowledge of law, but I do confidently submit that Mr. Robertson’s supposed “parallels” are absolutely futile. Whether that is so or not the reader can judge for himself.

I have dwelt at some length on this particular example of Mr. Robertson’s criticism of Lord Campbell’s book, because his comment in the *Literary Guide* upon what I wrote concerning it seems intended to leave the impression upon the reader’s mind that I admitted the alleged “absurdity” and then proceeded to “try to extenuate it.” This, the reader will see, is far from being the case. I will now refer to one more example of Mr. Robertson’s easy way of dealing with Lord Campbell’s “absurdities,” and will then leave this part of the subject, since it

1 *Baconian Heresy*, p. 40.
would be quite unprofitable to follow it further, and would, moreover, require far more time and space than I am at present prepared to give to it.

At page 63 of *The Baconian Heresy* I find this curious passage: "Lord Campbell gives three pages to the proposition that the bare plot of *All's Well*, as regards the legal position of Bertram, is proof that Shakespeare had an *accurate knowledge* of the law of England respecting ......tenure in chivalry' and 'wardship of minors.' The wardship of Bertram, we are told, 'Shakespeare drew from his own knowledge of the common law of England, which......was in full force in the reign of Elizabeth.' That is to say, the alleged knowledge must have been *common to the multitude* [my italics], since there is not a word of technicalities in the play. And after all, we learn, in a footnote, that 'according to Littleton it is doubtful whether Bertram......might not have refused to marry Helena on the ground that she was not of noble descent.'"

Now, what is the meaning of Mr. Robertson's assertion that the "alleged knowledge (i.e., the 'knowledge of the common law of England') must have been *common to the multitude*"? "The common law," it is scarcely necessary to say, is a technical term, and Mr. Robertson can hardly suppose that the knowledge of the common law, which it requires many years, and perhaps a lifetime, of study to acquire, was "common to the multitude"! Does he, then, refer only to the knowledge of the common law with regard to "wardship"? But how can he conceive that such knowledge was "common to the multitude" in Shakespeare's time? I must leave it to the reader to form his own opinion as to this remarkable passage.

With regard, however, to Lord Campbell's footnote, I think the answer is that the King of France had the power of ennobling Helena, and expressed his intention of so doing, so that Bertram, his ward, would not have been "disparaged" by a mésalliance.

If thou canst like this creature as a maid,
*I can create the rest;* virtue and she
Is her own dower; *honour* and wealth from me.
And Bertram subsequently admits, who so ennobled
Is as 't were born so.

Whereupon the King says to him:—

Take her by the hand,
And tell her she is thine: to whom I promise
A counterpoise, if not to thy estate,
A balance more complete.

Lord Campbell had, probably, overlooked the above passages.

Mr. Robertson, who is so contemptuous of "authority," even on a matter of law in which his own want of knowledge is so exceedingly obvious, nevertheless has made frequent appeals to the authority of a certain Mr. Devecmon, of the Maryland Bar, who in 1899 published a book in which he made an attempt to convict Shakespeare of "bad law" in various passages cited by him.¹ I have shown that this attempt fails so signally as to suggest grave doubts with regard to the quality of the author's own legal attainments,² and I have no intention of repeating here my survey of the cases cited by him. I will, however, make brief allusion to two of them.

Commenting on the words of Shylock, "Go with me to a notary; seal me there your single bond" (Merchant of Venice, i, 3), this critic writes: "It is hardly conceivable that any lawyer, or anyone who had spent a considerable time in a lawyer's office in Shakespeare's age, could have been guilty of the egregious error of calling a bond with a collateral condition a 'single bond.' A single bond, simplex obligatio, is a bond without a collateral condition, but that described by Shylock is with collateral condition."

Notwithstanding this confident pronouncement, I venture to think that the "error" is not Shakespeare's, but

¹ See his Did Shakespeare Write "Titus Andronicus"? p. 54, and The Baconian Heresy where indexed. At p. 175, note, Mr. Robertson speaks of Devecmon as his "ally."
² The Shakespeare Problem Restated, p. 396 et seq.
Mr. Devecmon's, though other critics have shared it with him.

In the first place, those distinguished Shakespearean scholars, the Cambridge Editors (Messrs. W. G. Clark and Aldis Wright), tell us that the expression a "single bond" may be properly used of a bond without sureties.1 But I do not rely upon this, as I propose to show that Antonio's bond was not a "conditional" bond, as that expression is understood by lawyers.

"Bonds have usually a condition annexed to them to the effect that on the person bound paying so much money, or doing some specified act, the bond shall be void. A bond without a condition is called a single bond." So says the *Encyclopedia of the Laws of England* (Vol. ii, p. 334, Art. "Bond," 1906). Again, a bond "is an instrument under seal whereby the party from whom the security is taken obliges himself to pay a certain sum of money to another at a day specified. If this be all, the bond is called a single one (*simplici obligatio*), but there is generally a condition added that if the obligor does, or abstains from doing, some particular act, the obligation shall be void, or else shall remain in full force, and the sum mentioned in the obligatory part of the bond is in the nature of a penal sum (or *penalty*), and is usually fixed at much more than is sufficient to cover any possible damage arising from the breach of the condition." 2

A well-known example of a conditional bond is a common recognizance, in which the obligor binds himself to pay a certain sum of money to his Majesty the King, the "condition" of the recognizance being that if he is of good behaviour for a certain time the bond becomes void, and no money has to be paid.3

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1 So, too, Mr. Israel Gollancz says a "single bond," as here used by Shakespeare, probably means "a bond with your own signature without the names of sureties." *Temple Shakespeare, Merchant of Venice*, Glossary, p. 121.
3 In practice, however, this recognizance is not reduced to writing, the acknowledgment being made in open Court, and a note of it being taken by the officer of the Court. It is otherwise with a recognizance of bail, where he who tenders himself as bail for the accused acknowledges himself
Now let us try to apply these legal definitions and examples to Antonio's bond. Antonio bound himself to pay to Shylock a certain sum of money "on such a day, in such a place."¹ And what was the "condition" upon the performance of which the bond was to become void? There was no such condition. Antonio binds himself absolutely to pay this certain sum at a certain place on a certain day. True there was a penalty attached if he failed to do so. In that case he was to forfeit a pound of flesh. But that was not a "condition" upon the performance of which the bond was to become void. On the contrary, it was a penalty pure and simple, dependent for its effect upon the existence of the bond. It is true also that Shylock speaks of "such sum or sums as are expressed in the condition"; but that is not sufficient to make the bond a "conditional" one if, upon examination, it is found that there is no legal "condition" attached to it. Moreover, I shall show presently whence it was that Shakespeare took this word "condition," which here means nothing more than a term of the agreement between the parties. Of course, if it could be said that Antonio entered into an obligation to allow Shylock to cut off a pound of his flesh, "on such a day in such a place," the "condition" of the bond being that if he paid a certain sum of money at a fixed date, then the bond should become void, in that case the bond would be a "conditional" one. But we have only to refer to the passage cited in the Merchant of Venice to see that this was not so, for, I repeat, Antonio bound himself to pay the money at a fixed time and place, without condition or qualification, and, says Shylock, if he did not do so—

let the forfeit (i.e., the penalty)
Be nominated for an equal pound
Of your fair flesh.

¹ Merchant of Venice, I, 3, 147.
And, further on, he asks:

If he should break his day, what should I gain
By the exaction of the forfeiture?

So that the "obligation" was not to allow the pound of flesh to be cut away; the "obligation" was to pay the money, subject to the "forfeiture," or penalty, named, which was to be enforced, if the Jew so pleased, upon the obligor's failure to pay as agreed. It is as if A. binds himself to pay to B. £100 on January 1, at the Royal Exchange, subject to the penalty, on failure so to do, of handing over his motor-car to B. But this, I apprehend, is not what the law calls a bond "with collateral condition." It is a "single bond" with a penalty attached in the case of non-payment, and when Shylock speaks of "the condition" it is clear that he must be taken to mean the bargain, or this particular term of the bargain;¹ indeed, that this is so, and that Shakespeare had not in view a "condition" in the technical sense, is made manifest by a reference to the original Italian from which the story is taken. Here we read: "E perchè gli mancavano dieci mila ducati, andò a un Giudeo a Mestri, e accattogli con questi patti e condizioni, che s'egli non glie l'avesse renduti dal detto di a San Giovanni di giugno prossimo a venire, che 'l Giudeo gli potesse levare una libra di carne d'addosso di qualunque luogo e' volesse"—i.e., "As he wanted still ten thousand ducats, he applied to a Jew at Mestri, and borrowed them on these terms and conditions, that if they were not repaid on the feast of St. John in the next month of June, the Jew might take a pound of flesh from any part of his body he pleased." This clearly shows whence the dramatist took the word "condition," which he puts into Shylock's mouth, and that its meaning is only such as I have endeavoured to explain above. It is from not observing this that the critics have been misled into charging Shakespeare with "bad

¹ Mr. Robertson is, therefore, wholly in error when he writes of "the theorem that if A. lends money on condition of being allowed to cut off half of a newly-killed pig belonging to B.," etc. (p. 60). That would not be a "condition," but a penalty in case of B.'s failure to repay the money.
law,” because he calls Antonio’s obligation a “single bond,” which in reality it was.

There is, of course, no reason why a bond should not be drawn in the form above set forth. If it be objected that such a form of bond is not in accordance with our English practice, my answer is that in all this story Shakespeare merely follows Ser Giovanni’s Pecorone (Day IV, Novel I), as I have shown at length in Is there a Shakespeare Problem? (p. 90 et seq.), and it appears to me futile to attempt to base upon this comedy any argument as to the dramatist’s knowledge of law or the want of it.

Take another of Mr. Deveemon’s cases—a very interesting and instructive one, as it seems to me. Queen Katherine, in Henry VIII (Act II, Sc. IV), says to Wolsey:—

I do believe,
Induced by potent circumstances, that
You are my enemy, and make my challenge,
You shall not be my judge, etc.

Whereupon, says the learned Mr. Deveemon—and Mr. Robertson, of course, blindly follows his "ally"—"To 'challenge' is to object or except to those who are returned to act as jurors, either individually or collectively as a body. The judge was not subject to challenge." This, therefore, is another instance of "bad law" on Shakespeare’s part.

Now, here I thought it was sufficient to reply that the word "challenge" was constantly used in the sense of "objection"; and that, even though the poet might have had the legal significance in his mind, it certainly does not argue the absence of legal training on his part that Katherine should apply, by a very natural analogy, to one of the two Cardinals who were to act as judges in her case (but subject to the supreme authority of the Pope, the real judge), a term which in strict legal usage is properly applicable only to a juror. I further commented on the curious idea that a dramatist cannot be a lawyer unless he makes his ladies and laymen speak in the language that a trained lawyer would employ.
But a correspondent, learned in ecclesiastical law, has pointed out to me that there is much more to be said. The question of Katherine’s divorce was, of course, not tried in one of the Temporal Courts, but in an Ecclesiastical Court; and here an objection might be taken by the defendant on the ground that the judge was a “suspect” person (\textit{indux potest ut suspectus recusari}), if he were akin to the plaintiff (\textit{consanguineus illius qui litteras impetravit}), or if he had previously acted as counsel in the case (\textit{inodem negotio advocati officio functus}), or if he were an enemy of the defendant, or for some other just cause.

Katherine, therefore, acted strictly within her rights in challenging Wolsey (“challenge” here standing for “recusare”) because she believed him her enemy. But in excepting to, or “challenging,” the judge as suspectus the defendant was bound to state his reasons before him (\textit{coram eodem}), and then the judge and the defendant each chose an arbiter, which two select a third, and these three decide the validity of the objection, the verdict of the majority prevailing.

Wolsey denies the accusation, tells the Queen to put such notions away from her, and will not admit the objection. This was provided for in the Canon Law: \textit{quod si iustam recusationis causam noluit admittere delegatus......a tali gravamine licite potuit ad nostram audientiam appellare}. Agreeably with this Katherine makes her appeal:—

\begin{quote}
I do refuse you for my judge, and here, 
Before you all, appeal unto the Pope 
To bring my whole cause ’fore his holiness, 
And to be judged by him.
\end{quote}

Katherine, it seems, follows the correct procedure throughout, except that, perhaps, the more regular course would have been to let her proctors act for her in making her challenge and raising her appeal.

“The word ‘recusare’,” writes my correspondent, “means to ‘challenge’ or object to, or lodge a protest against, in legal use, and as the process \textit{recusandi indicem} is practically the same as challenging a juror in temporal
cases, it is natural to translate the word by 'challenge.' In any case, I question whether there ever were technical vernacular terms for the Latin technical terms in use in the Church Courts. There is no doubt that the author of this part of *King Henry VIII*, whoever he was, was acquainted with the correct procedure of the ecclesiastical courts, and has stated it accurately in this scene, and, therefore, that this passage cannot be advanced as an instance of Shakespeare’s lack of legal knowledge. On the contrary, it would seem to have been exceptional—above even Mr. Devecmon’s! 

One could hardly have a more instructive example than the above of the dangers that lie in wait not only for the layman, but for the lawyer himself, unless he be equipped with all-round legal training, when he essays to criticize Shakespeare’s use of legal terms. In any view, I venture to say that to base a case for Shakespeare’s ignorance of law on the use by Queen Katherine of the word “challenge” was absurd; but here it is demonstrated by one who has knowledge of the old Canon Law that this passage of *Henry VIII* really raises an inference to the very contrary effect.  

Sir Sidney Lee, in his new edition of *A Life of Shakespeare*, refers us to Mr. Charles Allen’s “Notes on the Bacon-Shakespeare Question” (Boston, 1900), as showing “the true state of the case” with regard to the question of Shakespeare’s knowledge of law, which he says has been “greatly exaggerated.” It is sufficient to say here that this author not only falls into the blunder concerning Shylock’s “single bond” (p. 132), but actually cites Shakespeare’s use of the word “statutes” in *Love’s Labour’s Lost* (I, i, 15) as an example of our great poet’s ignorance:—

You three, Biron, Dumain, and Longaville,  
Have sworn for three years' term to live with me

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1 Ample authority for this can be found in the *Corpus Juris Canonici*. See the Decretals of Gregory IX, which I would quote in extenso did space permit.

2 I must express my obligation to Mr. Cuthbert Atchley, of Clifton, for calling my attention to the Canon Law in this matter, and providing me with many references.

3 P. 43 note, and p. 655.
My fellow-scholars, and to keep those statutes
That are recorded in this schedule here.

Whereupon this sapient critic observes: "a statute imports a legislative act......The word seems to be used inaccurately for vows or resolves." Could stupidity and ignorance go further? This learned gentleman had, it seems, never heard of the "statutes" of a College or of a Cathedral—to say nothing of "statutes merchant" and "statutes staple"! Yet it is to such a witness as this that Sir Sidney Lee appeals by way of settling the question of Shakespeare's knowledge of law!

Mr. Devecemon had, previously, taken the same ridiculous objection. "A statute is an Act of the legislature." Shakespeare, therefore, was ignorant of law! This is too much even for Mr. Robertson, who opines that his "ally is in the wrong for once" here. Sir Sidney Lee, by the way, says of recent sceptical writers, with regard to the "Stratfordian authorship," that "they have been for the most part lawyers who lack the required literary training to give their work on the subject any genuine authority." (Work cited, p. 655.) But what of "literary" men who lack the required legal training to give their opinion on the subject of Shakespeare's law "any genuine authority"? Sir Sidney appears to imagine that the "literary" man untrained in law is quite competent to pronounce on this matter.

I now come to deal with Mr. Robertson's wonderful discovery concerning the word "purchase." Hitherto it has been supposed by lawyers that there is a special legal sense of that word; and critics have noted that Shakespeare has on several occasions, as they fondly imagined, made use of the word in that special legal sense. Mr. Robertson, however, now tells us that this is a delusion. There is no "legal" sense of the word. "The philolo-

1 Work cited, p. 128.
2 Let me here "enter a caveat" with regard to this question. When discussing the legal terms and phrases used by Shakespeare we ought, obviously, to confine ourselves to really "Shakespearean" plays. I should, therefore, rule out Henry VI, Pt. I, and by far the greater portion of Parts II and III; also Titus Andronicus, The Taming of the Shrew, and parts of other plays, such as Timon at Athens, Pericles, Henry VIII, and Troilus and Cressida.
gical fact is that the sense of 'acquisition,' 'a thing got,' is the fundamental meaning of the word 'purchase,' of which the starting-point is the idea of the chase (Fr. pourchasser), the product of hunting or foraging. It is the idea of buying that is secondary, though that is now become the normal force of the word.” So far, so good. The only criticism one has to make here is that what Mr. Robertson says, however true, is by no means new. But let us see how he proceeds. “That is to say, that the so-called 'legal' meaning of 'acquisition of property by one's personal action as distinct from inheritance' is the original meaning, and is the likely sense of the word in the whole feudal period.” And he further tells us that this "original and general sense is the 'legal' sense." Now, I was at first puzzled to know whence Mr. Robertson takes his definition of "the so-called 'legal' meaning" of the word "purchase," which he marks as a quotation. I find, however, in the Oxford Dictionary, under the word "purchase," the following:—"(5) Law. The acquirement of property by one's personal action as distinct from inheritance." So that perhaps I should not be wrong in assuming that Mr. Robertson has taken his definition from that source. Now, the Oxford Dictionary is generally a pretty safe guide; but in this instance it is not so, for the definition is obviously inadequate. In the first place, for "property" we ought to read "real property," or "land," seeing that the term "purchase," in the "legal" sense, has no application to "personal" property. And, secondly, one may take land by "purchase," in the "legal" sense, without any "personal action" of one's own, for "purchaser," in the "legal" sense, includes those who have received land as a gift, or upon whom it has been settled before they were born, and even heirs-at-law, who would otherwise have inherited, if they take by a devise not in accordance with the course of descents. If Mr. Robertson had looked further down in the Oxford Dictionary, under the word

1 See Shakespeare as a Lawyer, by Franklin Fiske Heard (1883), quoted in Is there a Shakespeare Problem? at p. 71.
3 Ibid., p. 99.
"purchase," supposing he consulted it on this point, he would have found the following quoted from Wharton’s Law Lexicon: “An acquisition of land in any lawful manner, other than by descent or the mere act of law, and includes escheat, occupancy, prescription, forfeiture, and alienation”; and under “purchaser” he would have found this quotation from Blackstone’s Commentaries: “The first purchaser……is he who first acquired the estate to his family, whether the same was transferred to him by sale, or by gift, or by any other method, except only that of descent……If I give land freely to another, he is in the eye of the law a purchaser.” Or, turning to Williams on Real Property (21st edition, p. 227), he might have read: “The word purchase has in law a meaning more extended than its ordinary sense: it is possession to which a man cometh not by title of descent: a devisee under a will is accordingly a purchaser in law.” (See Chapter IX, “On the Descent of an Estate in Fee-Simple.”)

But Mr. Robertson, I repeat, tells us that this is all a delusion, because there is no “legal” sense of the word purchase; “the so-called ‘legal’ meaning” is just the original meaning. “Equally complete,” he writes in the Literary Guide (January, 1916), “is the collapse of the case founded by Mr. Grant White on the use of the word ‘purchase,’ and adopted by Mr. Greenwood.” But the case was not “founded by Mr. Grant White.” Malone, himself a lawyer, had noticed the use by Shakespeare of the word “purchase” in the “legal” sense, and gives an example of it from Henry IV, Pt. II, Act iv, Sc. v, l. 200:

For what in me was purchas’d
Falls upon thee in a much fairer sort.

Whereupon, says Malone, “Purchase is here used in its strict legal sense, in contradistinction to an acquisition by descent.” (See Boswell’s Malone, vol. ii, p. 108, 1821.)

Again, we have an example in Antony and Cleopatra (Act i, Scene iv), where Lepidus, as Lord Campbell says, “in trying to palliate the bad qualities and misdeeds of
Antony, uses the language of a conveyancer's chambers in Lincoln's Inn": —

His faults in him seem as the spots of heaven,  
More fiery by night's blackness; hereditary  
Rather than purchas'd.

Now, it is evident that Mr. Robertson has gone "clean off the rails"; first, because he has adopted a wrong definition of the word "purchase," and, secondly, because he has attached a wrong meaning to the word "legal" in a definition given by Mr. Grant White. That critic wrote: "Take the word 'purchase,' for instance, which in ordinary use means to acquire by giving value, but applies in law to all legal modes of obtaining property except by inheritance or descent." He would have done better if he had written "modes of obtaining property by any lawful manner" (as in Wharton's Law Lexicon) instead of "legal modes," and if he had written "land" instead of "property." Mr. Robertson is greatly perturbed at the word "legal." He seems to think it begs the question. "There was no more a 'legal' sense of the term 'purchase' than there was or is of the term 'property' or 'obtain': the law simply discriminated, on legal lines, between right or wrong modes of 'purchase.' To pick out cases in the plays in which 'purchase' means lawful acquisition is thus pure mystification." This appears to me to betray a total misapprehension of the point. Nobody, so far as I know, desires "to pick out cases in the plays in which 'purchase' means lawful acquisition." The acquisition must, of course, have been lawful, otherwise it would not be recognized as "purchase"; but the examples "picked out" are those where Shakespeare has used the term "purchase" in an analogous sense to that employed by the lawyer who uses it with reference to land acquired "in any lawful manner other than by descent or the mere act of law." In consequence of his ignorance of this legal use, Mr. Robertson seems to think

1 See Stephen's Comm., 8th Ed. i. 383, where the author gives a quotation from Co. Litt. 18 b, instancing certain wrongful modes of acquisition, and laying down that they are not "purchase."

2 The Baconian Heresy, p. 99.
that the above quotations from *Henry IV* and *Antony and Cleopatra* can be paralleled by such a passage as this, for instance, from Beaumont and Fletcher:—

Yet, but consider how this wealth was purchased,

where he tells us, truly enough, that "purchased" means "acquired," so that, apparently, wherever "purchase" occurs in the sense of "acquire" we have a parallel to those two passages cited from Shakespeare. "Mr. White," he writes, "is merely mystifying us in his assertion that the 'legal' sense of 'purchase' occurs only once in Beaumont and Fletcher's fifty-four dramas. In its original and general sense, which is the 'legal,' it occurs twice in one of their plays......and it occurs repeatedly in others by the same authors." He then proceeds to give us numerous examples of the word in its ordinary sense of to "acquire"!

If Mr. Robertson is right, therefore, the writers of legal text-books need no longer trouble themselves to explain "the legal meaning of the word purchase," for the legal meaning is just the ordinary meaning, and if I say that I have "purchased" a sack of potatoes I have used the term just as much, and just as little, in a "legal" sense as that in which Shakespeare uses it in the quotations above set forth. Yet, surely, any reasonable being can see that when the King who has usurped the crown says to the Prince of Wales, who will take it by inheritance—

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for what in me was purchas'd
Falls upon thee in a much fairer sort,
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he uses the term with a special sense not to be found in the examples paraded by Mr. Robertson as parallels!

What, then, is the point of difference? It is this. When "purchase" is used in the "legal" sense there is always the contrast between acquisition by such means as are recognized by the law as "purchase," and acquisition by "inheritance." Therefore, "purchase," when used in the "legal" sense, must always be used with regard to land, or, as in *Henry IV*, of a title which descends like land, or metaphorically, as a poet might
use it, and as Shakespeare does use it (in *Antony and Cleopatra*—*e.g.*), as though he were a lawyer speaking of land—“hereditary rather than purchas’d.” Now, potatoes do not descend as land does according to the canons of inheritance, and therefore if I speak of “purchasing” a sack of potatoes I do not use the term in the “legal” sense; and this remark applies, *mutatis mutandis*, to Mr. Robertson’s instances from Beaumont and Fletcher at p. 100 of his book, such as, to take an example—

All you shall wear or touch or see is *purchased*

By lawless force.

The things alluded to here are personal property, and there is no contrast between the acquisition of them by “purchase” and the acquisition of them by descent, for they, like potatoes, do not descend in the manner in which land descends. Therefore, no lawyer would say there is a “legal” use of the term here, or that the examples cited are in any way “parallels” to those above quoted from Shakespeare. It is through ignoring this elementary distinction that Mr. Robertson has gone so painfully astray. His “parallels” are, in fact, ridiculous.

I would just note, in passing, that I do not now stop to inquire whether the use of the word “purchase” by Shakespeare in its “legal” sense is of any importance with reference to the question of Shakespeare’s knowledge of law. I am only concerned with Mr. Robertson’s curious contention that the word has no special “legal” sense, as to which I will only say that if he had consulted any competent lawyer before raising it he would have been preserved from grievous error.¹

¹ Mr. Charles Allen, in his Notes on the *Bacon-Shakespeare Question* (1900)—a work referred to by Sir Sidney Lee, in his last edition of *A Life of Shakespeare*, as supporting the contention that Shakespeare’s knowledge of law has been “much exaggerated”—does not question the fact that there is a “legal” meaning of the word “purchase,” and, after quoting the examples from Shakespeare above cited, he remarks: “Instances of a like use of this word by other writers are certainly infrequent.” He adds: “The instance in Beaumont and Fletcher, referred to by White, was, perhaps, the following passage in *The Laws of Candy*:

Of my peculiar honors, not derived
From successary, but purchased with my blood.

Here we have the contrast between inherited honours and honours obtained by purchase. Beaumont, it may be remembered, was a lawyer. See work cited, p. 47.
Mr. Arthur Underhill, in his article on "Law" in Shakespeare's England (published since the above was in print), writes that Shakespeare's "knowledge of law was neither profound nor accurate." Mr. Underhill is one of the conveyancing counsel to the High Court of Justice, and his opinion, especially on Conveyancing and Real Property Law, is certainly entitled to much respect. He does not, however, give any arguments in support of his pronouncement, with the sole exception that Shakespeare, in All's Well that Ends Well, alludes "incorrectly" to the law of Wardship and Marriage.

I claim to have shown, however, that there is really no "incorrectness" here on Shakespeare's part (see above, p. 22). Mr. Underhill, further, remarks on Shakespeare's "allusions" to "fines" and "recoveries," which, he says, "seemed to Lord Campbell to 'infer profound knowledge of the abstruse law of real property,'" but which "only seem profound and difficult to lawyers of the nineteenth and twentieth centuries because they have become archaic and unfamiliar." But whence has Mr. Underhill, who gives no reference, taken the words which he has marked as a quotation? I cannot find them in Lord Campbell's book, though with regard to the passage in the Comedy of Errors, to which I have referred above, he writes that the jests "show the author to be very familiar with some of the most abstruse proceedings in English jurisprudence"—a very different thing from the "profound knowledge of the abstruse law of real property." Moreover, allusions cannot "infer" knowledge, though one may infer knowledge from allusions! It cannot, by the way, be suggested that "fines" and "recoveries" would have seemed "profound and difficult" to Lord Campbell, because they had "become archaic and unfamiliar," seeing that these collusive actions were part of our normal legal procedure for upwards of fifty years of his Lordship's life, not having been abolished till 1833, when he held the office of Solicitor-General. For the rest, I note that Mr.
Underhill apparently considers all the plays published in the Folio as undoubtedly "Shakespearean," alluding to *The Taming of the Shrew* and *2 Henry VI* as though there were no question as to their authorship. This, as I have already said, appears to me to be a dangerous and uncritical proceeding. Finally, Mr. Underhill refers us to Charles Allen's *Notes on the Bacon-Shakespeare Question*, a work which, as I have already shown, goes woefully wrong on the matter of Shakespeare's law.
MR. ROBERTSON AS EXPONENT OF THE CLASSICS

Having now examined Mr. J. M. Robertson's qualifications to "expose" my incompetence to deal with legal matters, it may be well to consider his title to perform the same kindly office with regard to my ignorance of the classics, since this very erudite critic, who has taken all knowledge for his province, has graciously vouchsafed to give us the benefit of his omniscience in connection with both these departments of learning. Let us turn, therefore, from Mr. Robertson, the exponent of law, to Mr. Robertson, the classical scholar.

Now, in my book, *Is there a Shakespeare Problem?* (p. 7), I drew attention to the fact that, whereas Mr. Robertson arraigns me as a "heretic" with regard to the Shakespearean authorship, he is himself an arch-heretic with regard to a belief which has generally met with acceptance throughout the civilized world since the foundation of Christianity. Since that time it has been generally accepted as a historical fact that Jesus of Nazareth, however much the details of his life may be obscured by the mythology which has gathered around it, really lived, and preached, and was crucified. Mr. Robertson, however, takes another view. He denies the "historicity of Jesus" *in toto*, and has written a book in support of the thesis that the belief in Jesus as a historical person is a fond thing vainly invented. Whereas, therefore, I merely venture to cast doubts upon a tradition of some three hundred years' standing, Mr. Robertson impugns a tradition which has been practically unquestioned for more than six times three hundred years. I am not now concerned to consider whether he is right or wrong in so doing. He has, at any rate, this advantage
over me, that at the present day it seems to be considered a far worse thing to be a heretic in the matter of the "Stratfordian" than in the matter of the Christian Gospel. But, however this may be, I considered it very relevant in view of the fact that Mr. Robertson had undertaken to instruct us concerning Shakespeare's classical knowledge—or, rather, concerning Shakespeare's ignorance in that matter—to set before my readers a certain passage from his recent book on the subject of the historicity of Jesus. The question under consideration concerns the cult of Mary, the mother of Jesus, and the following is the passage referred to:—

"It is not possible from the existing data to connect historically such a cult with its congeners; but the mere analogy of names and epithets goes far. The mother of Adonis, the slain 'Lord' of the great Syrian cult, is Myrrha; and Myrrha in one of her myths is the weeping tree from which the babe Adonis is born. Again, Hermes, the Greek Logos, has for mother Maia, whose name has further connections with Mary. In one myth Maia is the daughter of Atlas, thus doubling with Maira, who has the same father, and who, having 'died a virgin,' was seen by Odysseus in Hades. Mythologically, Maira is identified with the Dog-Star, which is the star of Isis. Yet again, the name appears in the East as Maya, the Virgin-Mother of Buddha; and it is remarkable that according to a Jewish legend the name of the Egyptian princess who found the babe Moses was Merris. The plot is still further thickened by the fact that, as we learn from the monuments, one of the daughters of Ramses II. was named Meri. And as Meri meant 'beloved,' and the name was at times given to men, besides being used in the phrase 'beloved of the gods,' the field of mythic speculation is wide."1

"And we feel that it is wide indeed," comments Dr. Conybeare, in his book The Historical Christ (p. 71), "when, on p. 301, the three Marias mentioned by Mark are equated with the three Moirai or Fates!"

1 Christianity and Mythology, by J. M. Robertson (Watts; 1910), p. 297.
I have styled the above an "amazing passage," and I see no reason to withdraw the epithet, though, according to Mr. Robertson's nomenclature, it falls under the head of "invective." For myself, I believe that this identification of Maria (or, rather, Miriam, which is the original form of the name) with Myrrha, Maia, Maira, Maya, Merris, and Meri, is sheer rubbish; and, in any case, I will leave it to any competent scholar to say what he thinks of the equation of "the three Marias" with "the three Moirai"!

As Dr. Conybeare further writes: "It does not do to argue from superficial resemblances of sound that Maria is the same name as the Greek Moira, or that the name Maia has 'connections with Mary,' or, again, that 'the name (Maria) appears in the East as Maya.' The least acquaintance with Hebrew would have satisfied Mr. Robertson that the original form of the name he thus conjures with is not Maria, but Miriam, which does not lend itself to his hardy equations. I suspect he is carried away by the pari pris which leaks out in the following passage of his henchman and imitator, Dr. Drews: 'The romantic cult of Jesus must be combated at all costs...... This cannot be done more effectually than by taking its basis in the theory of the historical Jesus from beneath its feet.'"

Whereupon Dr. Conybeare's comment is: "If 'at all costs' means at the cost of common-sense and scholarship, I cannot agree. I am not disposed, at the invitation of any self-constituted high priest of Rationalism, to derive old Hebrew names from Egyptian, Greek, and Buddhist appellations that happen to show an initial and one or two other letters in common."

1 Is there a Shakespeare Problem? p. 9. Maira, I may note in passing, is said by philologists, such as Merry and Riddell, to be connected with the root μαφ (cf. μαφελμο, to shine, or sparkle). I hardly see the relevancy of the remark that she "died a virgin." Maia, as we all know, was loved by Zens, and bore him a son.


3 Dr. Conybeare, it may be remembered, is himself a Rationalist. He roundly accuses Mr. Robertson of "childish, all-embracing, and overwhelming credulity," as well as of lack of scholarship, and says that his "temper is that of the Bacon-Shakespeareans," in which remark I find no little entertainment.
And, further: "What, again, have the three Mariæ in common with the Greek Moirai except the number three, and a delusive community of sound?"!

Now, why do I quote these passages from Mr. Robertson’s book on the question not of the historicity of Shakespeare (which, by the way, nobody denies), but of the historicity of Jesus? I do so in order to give the reader an opportunity of forming his own opinion both as to Mr. Robertson’s scholarship and as to Mr. Robertson’s judgment, and, therefore, as to his qualifications to guide us in the matter of Shakespeare’s (or anybody else’s) knowledge of the classics, and of classical mythology. For that purpose I think they are extremely relevant.

I understand, however, that Mr. Robertson’s rejoinder here is that Dr. Conybeare, some time subsequently to the publication of his book on The Historical Christ (1914), was guilty of publishing in the United States an extremely unwise letter (to say the least of it) concerning the British position with regard to the war with Germany, and afterwards found himself constrained to make an ignominious recantation. But how this can be construed as a reflection on Dr. Conybeare’s scholarship I am at a loss to conceive, and still less can I conceive how the incident is in any way relevant to the question of Mr. Robertson’s own scholarship, or the lack of it, to be gathered from his own words, as quoted by Dr. Conybeare.

With this preface, I turn to Mr. Robertson’s book on The Baconian Heresy, and to his articles in the Literary Guide, for further illumination on this matter.

I will commence with a typical example of his controversial methods. He charges me with using "a part of a proposition" of his (in his Montaigne and Shakespeare) "in such a way as to pervert absolutely the nature of the whole": and, to demonstrate this, he quotes my

1 The Historical Christ, p. 179, where Dr. Conybeare’s criticism is well worthy of perusal. Another passage quoted by him from Mr. Robertson’s work is the following:—"On the hypothesis that the mythical Joshua, son of Miriam, was an early Hebrew deity, it may be that one form of the Tammuz cult in pre-Christian times was a worship of a mother and child—Mary and Adonis; that, in short, Maria=Myrrha, and that Jesus was a name of Adonis"!
book to the following effect, jumbling together, more suo, some words on p. 157, with other words, taken without their context, from a later page. This is the supposed quotation, but the italics are Mr. Robertson's own:—

"Shakespeare, says Mr. Robertson, was a man of little culture and of no learning (p. 166)....in his Montaigne and Shakespeare he describes Shakespeare as 'not much cultured, not profound, not deeply passionate' (p. 157)."

Then, says Mr. Robertson in virtuous indignation, if the reader will turn to his book, p. 147, "he will see that the passage cited is a presentment of Shakespeare in the first stage of his career," and he proceeds to quote his own words, showing what conditions he postulated, "in order that such a man as this [my italics] should develop into the Shakespeare of the great tragedies and tragic comedies."

Quite so; but "if the reader will turn" to my book, at the page referred to, "he will see" that, after quoting Mr. Robertson's description of Shakespeare, as above cited (at p. 157), together with his further words, "a personality which of itself, if under no pressure of pecuniary need, would not be likely to give the world any serious sign of mental capacity"(!), I continue: "Such, it seems, is Mr. Robertson's conception of the man before he had developed 'into the Shakespeare of the great tragedies and tragic comedies.'" So that, so far from "perverting" Mr. Robertson's proposition, by citing a part of it only, I actually supply the very words necessary to show that the first part of the quotation is "a presentment of Shakespeare in the first stage of his career!"

It now appears, therefore, that it is Mr. Robertson himself who is once more indulging in his inveterate habit, of which I have given several examples in my book of quoting "a part" only of a passage in a work which he essays to criticize, "in such a way as to pervert absolutely the nature of the whole." Yet he actually allows

himself to say that, in the "mood of exasperation" which he attributes to me (is not this just a little silly, or is it but the reflection of his own feelings?), I have "falsified the whole issue"!

I wrote of Mr. Robertson that "he denies him [Shakespeare] any vestige of 'classic culture.'" This, says Mr. Robertson, "is quite untrue." Let us see. In his Montaigne and Shakespeare (p. 340) Mr. Robertson writes: "The sonnets not only give no sign of classic culture, but distinctly avow the lack of it." But, more than that, Mr. Robertson has definitely and whole-heartedly subscribed to Farmer's verdict as to Shakespeare's entire lack of "classic culture." It is quite true that, when Farmer says Shakespeare only "remembered perhaps enough of his schoolboy learning to put hig, hag, hog into the mouth of Sir Hugh Evans," Mr. Robertson expresses his opinion that this is "certainly much overstrained if meant to be taken otherwise than humorously," and he now says I "try desperately to pin" him to what he "had repudiated as humorously extravagance." But this is "quite untrue." I quoted this passage, with his suggestion as to the supposed "humour" in Farmer's hig, hag, hog remark, at length, though I further suggested that a reference to the original would show that Farmer was writing in all seriousness. But Farmer also wrote that "his [Shakespeare's] studies were most demonstratively confined to nature and his own language," and this, says Mr. Robertson, "is justified by the whole context of the essay" (ibid., p. 308). Moreover, Farmer set forth what he called "an irrefragable argument that Shakespeare did not understand two very common words in the French and Latin languages"—viz., the French word "cher" and the Latin word "praeclarissimus." What rag of "classic culture" is left to Shakespeare by Farmer, and his convinced disciple Mr. Robertson, in view of all this? But perhaps we only differ as to what is "culture," and what is a "vestige"!

Meantime, I note that, in Mr. Robertson's opinion, Shakespeare was able to produce the Venus and the Lucrece "with only the intellectual material of a rakish
Stratford lad's schooling and reading and the culture coming of a few years' association with the primitive English stage and its hangers-on"—not exactly "classic culture," I apprehend!

I will now examine some of Mr. Robertson's supposed proofs of Shakespeare's lack of classical knowledge, and I will leave it to the reader to say whether they amount to evidence of ignorance on the part of Shakespeare, or on the part of his critic. Let me premise, however, that here, as with the question of Shakespeare's alleged knowledge of law, I make no attempt to prove the poet's knowledge of the classics. I am now merely considering Mr. Robertson's qualifications to instruct us upon that point.

In Love's Labour's Lost (I, 1, 13), Shakespeare writes:

Our Court shall be a little Academe.

And (of "women's eyes"):—

They are the ground, the books, the Academes,
From whence doth spring the true Promethean fire.

(IV, 3, 303.)

Upon this Mr. Robertson writes: "Be it observed that the scansion of the word in Love's Labour's Lost is precisely what a good classical scholar would not do with it." 2

Here, therefore, Mr. Robertson undertakes to tell us what "a good classical scholar" would, or would not, do in the matter of the "scansion of the word" Academe. It is a pity he had not consulted a moderately good classical scholar before making this absurd pronouncement. There is no possible reason why "a good classical scholar" should not have written "Academe" to scan as in Shakespeare's lines. As Mr. Hunter wrote (and his words are quoted with approval by Dr. Furness), Academe "is no affected word, nor is it thus written for the sake of metre. It was the usual form of academy. When Bolton had devised the scheme for the association of men eminent in literature and art, he called it the Academe Royal." The Greek original is 'Ακαδημία, or,
more correctly, \'Ακαδήμεω, whence Academe (trisyllabic, as in Shakespeare) is quite properly derived. Mr. Robertson gives references to The Book of Good Manners, 1487, and Sandys' Travels, 1610, p. 275. He has taken these from Judge Willis's Baconian Mint (p. 10), and it is a pity he did not also copy the line from Sandys quoted by the learned judge,

Thy villa, nam'd an Academe, doth host,

where the "scansion" is the same as in Shakespeare.

Mr. Robertson has the temerity to return to this matter in the Literary Guide (February, 1916), where he writes (p. 27): "From a laborious argument of his [mine, to wit], which seems to have set up further hallucinations among his reviewers, I can draw no inference save that he believes that when prose-writers before Shakespeare used the spelling 'Academe' they pronounced the word 'Academ.'" This is a characteristic example of the gentle art of drawing a red herring across the track. The question is, whether we are to infer that the author of Love's Labour's Lost could not have been "a good classical scholar" because he uses the word "Academe" as he does use it, or whether Mr. Robertson's pronouncement to that effect does not rather suggest that the critic himself knows nothing at all about classical scholarship!

My so-called "laboured argument" was an exceedingly brief statement, as it well might be, seeing the extreme simplicity of the matter under consideration,¹ and I said nothing whatever about the pronunciation of the word "Academe" when used by "prose-writers before Shakespeare," nor am I in the least concerned to inquire.²

Then again, says Mr. Robertson, still trailing the unsavoury fish, "in alleging (on 'authority') that 'Academe' was the usual spelling he is once more mistaken." I made no such allegation, but I did quote Mr. Hunter,

² I do not know, however, what evidence there is that the "prose-writers" did not pronounce the words as the poets pronounced it. In Peacham's Emblems (1612) we have:

Thy solitary Academe should be
Some shady grove upon the Thames' fair side.
Judge Willis quotes "Achademe" from the Book of Good Manners, 1487.
approved by Dr. Furness, to the effect that "Academe was the usual form of academy." I imagine that statement rests upon some good evidence, but even if it does not the question with regard to Shakespeare's scholarship, and Mr. Robertson's want of it, remains entirely unaffected.

But Mr. Robertson has yet something more to tell the readers of the Literary Guide with regard to this matter:—

"When he [myself, to wit] informs us that the 'classical' form would have been 'Academy,' he is putting as his what was my position."

This is really charming. After quoting the lines from Love's Labour's Lost, in connection with Mr. Robertson's portentous pronouncement, I wrote: "What, pray, is wrong here? The Greek original for Academy (which, were it not for custom, 'a good classical scholar' would, I suppose, scan as Acadēmy!) is ἀκαδημία, or, more correctly, ἀκαδήμεια." Mr. Robertson has turned a blind eye to the "note of admiration" in the parenthesis. What is the suggestion here? Obviously that it would be quite as reasonable to say that a man cannot be "a good classical scholar" because he writes (and pronounces) "Acadēmy," as to make that statement because he writes "Academe!" Both statements would, of course, be ridiculous. The Latins said "orātor," but we do not style a man a bad scholar because, speaking in English, he says "orātor"!

But, says Mr. Robertson, that the "classical" form should have been "Academy" is "my position"! Well, what follows from that? How on earth does it bear out the statement that the word "Acadēme" shows bad scholarship? The inference, obviously, is just the other way. Here is yet another "exposure"!

1 So little, in fact, is the word "Academe," scanned as in Shakespeare, obnoxious to Mr. Robertson's absurd criticism, that it has been readily adopted by scholars of the present day. Thus Mr. Andrew Lang has given it the sanction of his scholarly usage (see Shakespeare, Bacon, and the Great Unknown, pp. 124 and 130); and Mr. Thomas Seccombe, in his Introduction to the "Everyman" Lavenaro, tells us that "Norwich had become at the commencement of the last century a little Academe." Tennyson has:—

The softer Adams of your Academe.

The "scansion" is the same as in Shakespeare!
Mr. Robertson should really leave the question of Shakespeare’s classical scholarship to those who are competent to deal with it.

Shakespeare wrote in *Othello* (I, 3, 140):—

Wherein of antres vast and deserts idle,
   Rough quarries, rocks and hills whose heads touch heaven
   It was my hint to speak.

Mr. Robertson’s comment on the word “antres” is edifying. It runs as follows: “? An old French word, from *antrum*. So all the commentators. But it might have come through the Italian *antro*. It could not conceivably be a new word, thus introduced in a play; even scholars would be at a loss to associate it, on the sudden, with *antrum*.”

Now, I venture to say that not only “scholars,” but anyone who was tolerably well-read in Latin—any intelligent schoolboy after a few terms of classical education—would, at once, associate the word “antres” with *antrum*. But let us hear Mr. Robertson further: “Its meaning is not absolutely certain, though all the commentators connect it with Fr. *antre*, a cave.... It is just possible that the derivation is through Chaucer’s *entree*. In Bocce (ii, pr. 2) he renders *in Jovis limine* by ‘in the entree, or in the celere (v.r. *seler*) of Jupiter.’ Elsewhere he translates both *adytum* and *aditum* by ‘entree’ (ii, Pr. 1; i, pr. 6), perhaps knowing that *adytum* primarily meant a cave and confusing the two words.”

All this sounds portentously learned; but it can hardly be regarded as a revelation of wisdom. Chaucer, in his translation of Boethius (Bk. II, Pr. I, l. 22, Skeat’s ed., 1894), renders “*de nostro adyto*” by the words “out of my entree” (not “entree,” as Mr. Robertson writes), showing that he confounded “adyto” with “aditu”; for “adyto,” as Dr. Skeat remarks, means “sanctuary.” He also renders, as Mr. Robertson tells us, “*in Jovis limine*” by “in the entree, or in the celere of Jupiter”

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2 The italics here are Mr. Robertson’s.
3 As the New Engl. Dict. says, he confuses *adytum* with *aditus*, whence “a sense ‘innermost part, ‘sanctuary,’ has been erroneously inferred.”
(Bk. II, Pr. II), where the word "celere" (i.e., cellar) was, possibly, suggested to him by the Greek έν Δώσ
oτέ (="on the floor of Zeus' abode"). But the idea
that Shakespeare's "ante," a cave (obviously from Latin
antrum, Greek ἀντρόν), is derived from Chaucer's "entree"
(or "entry") will, I think, hardly commend itself to the
instructed reader.2

Chaucer, says Mr. Robertson, perhaps knew "that
adytum primarily meant a cave." This is a remarkable
statement, and I have ventured to suggest that he should
tell us whence he derived that information.3 He now
vouchsafes to do so. "I will meet his desire," he writes
(Literary Guide, February, 1916, p. 27), "to know
whence I derived the information that the adytum of an
ancient temple was primarily a cave. He will find it in
the Religion of the Semites of Robertson Smith (ed. 1889,
p. 183), whom I suppose he will admit to have been a
competent scholar."

So Mr. Robertson, who is so contemptuous of "author-
ity"—who so frequently indulges in sneers at my
references to "authority"!—whose own authority is
usually Mr. Robertson—here, for once, condescends to
appeal to the "authority" of "a competent scholar"! That is good, and we may congratulate him upon it.

But let us look a little further. Mr. Robertson had
written, as above quoted, that "adytum primarily meant
a cave"—i.e., that that was the primary meaning of the
word. He now prudently changes that assertion into the
statement that "the adytum of an ancient temple
was primarily a cave." But this is not the statement
upon which I commented, nor, as I need scarcely say,
does Mr. Robertson Smith in any way bear out that
original statement. That "competent scholar" writes:
"The adytum, or dark inner chamber, found in many
temples......was almost certainly in its origin a cave."
That is a very different thing from saying that the

1 Or did Chaucer, haply, also confuse ωδός with ωδός, a threshold, Latin
limen?
2 "Entry" is from Latin intrare, or late Latin intrata.
3 See Is there a Shakespeare Problem? p. 117.
primary meaning of "adytum" was a cave. It was not, seeing that adytum = ἄδυτον, which merely means the place "not to be entered," whether a cave or some other form of "dark inner chamber."

Mr. Robertson alludes to Mr. Lang's mistake with regard to the use by Shakespeare, in the Winter's Tale, of the word "Delphos" (which Mr. Lang called "a non-existent word") as an example of how a good classical scholar may make blunders in scholarship as well as those less well endowed with classical knowledge. But Mr. Lang's blunder is no reflection on his classical scholarship. On the contrary, it was just because he was a good classical scholar that he took exception to the form "Delphos," in ignorance or forgetfulness of the old usage in English literature.

Mr. Robertson then goes on to say (Literary Guide, February, 1916, p. 27) with reference to this old usage of the word "Delphos": "As Mr. Greenwood has discovered with the help of friends (I gave him the case of Florio), it was the normal usage in and before Shakespeare's day and long after." (My italics.)

Now, it is quite true that that finished scholar, Mr. Austin Smyth, the Librarian of the House of Commons (whom, by the way, Mr. Robertson should consult as to "Academe"), first called my attention to Mr. Lang's error with regard to this word, and to the fact that Boyle had actually charged Bentley with pedantry because he used the form "Delphi," and, further, that the scholarly Milton has made use of the word "Delphos" in his Ode to the Nativity; but Mr. Robertson's assertion that he "gave" me "the case of Florio" is "sheer hallucination"—to employ one of his favourite terms. I happen to possess a copy of Florio's translation of Montaigne's Essays, and my own reading therein was quite sufficient (pace Mr. Robertson, who genially intimates that I have never

1 Shakespeare, Bacon, and the Great Unknown, p. 44. See Is there a Shakespeare Problem? p. 162.
2 "With hollow shriek the steep of Delphos leaving." But "Delphos" here may stand for the eponymous hero of Delphi.
done any reading of the kind) to supply me with several instances of his use of the word "Delphos," so that I really cannot acknowledge any indebtedness to Mr. Robertson's superior knowledge and kind condescension in this matter. My own reading also, strange to say, introduced me to the use of the word by Puttenham, in his Arte of English Poetry, and by Lyly in his Midas (if, indeed, that work is by Lyly), and, further, by Sir R. L'Estrange in his Life of Æsop (1669).²

Mr. Robertson again assails me on account of my reference to Hallam. Hallam, he tells us, made "an ignorant pronouncement," which I have "unteachably adhered to" (Literary Guide, February, 1916, p. 27). This "ignorant pronouncement" is to be found in the Literature of Europe (1839), vol. ii, p. 389 (Part II, ch. iv, sec. 41), where Hallam comments on certain "phrases unintelligible and improper, except in the case of their primitive roots, which occur so copiously in the plays" of Shakespeare, and as to which he says: "I have considerable doubt whether any of these expressions would be found in any of the contemporary prose of Elizabeth's reign; but could authority be produced for Latinisms so forced, it is still not likely that one who did not understand their proper meaning would have introduced them into poetry."

Mr. Robertson omits from my citation from Hallam the words I have put in italics, and upon which I laid some little stress,³ but endeavours to fasten upon me the responsibility for the words immediately preceding, which he says I have "adopted" as my own. This he does by a misinterpretation of some words of mine in a footnote. Mr. Robertson had written that "Hallam's qualified

¹ See (e.g.) the essay "Of Custome," Bk. I, ch. xxii, and the essay "Of Prayers and Orisons," Bk. I, ch. iv.
² See Is there a Shakespeare Problem? p. 163, and reference to Sir R. L'Estrange on the "Addenda" page. I must frankly admit that the references to Puttenham and Lyly I obtained through Walter Begley's Bacon's Nova Resuscitatio, vol. I, p. 37. Mr. Begley was under the impression that these authors had made a "classical blunder" by using the word "Delphos."
"obiter dictum" has been adopted without scrutiny" by me. I replied (Is there a Shakespeare Problem? p. 153, note 1) that "Hallam's observations are not an "obiter dictum," but represent his considered judgment," which I imagine is true. I went on to say that these "observations" "were not adopted 'without scrutiny' by me," as Mr. Robertson had alleged, the fact being that they had not been "adopted" by me at all, except to the limited extent indicated in the work above referred to (see pp. 151-154), and that I had never subscribed to Hallam's "doubt whether any of these expressions would be found in any of the contemporary prose of Elizabeth's reign."

That this is so will be at once apparent to any reader who will take the trouble to refer to my book. There he will find that the only instance that I deal with of the words cited by Hallam is that of the word "continent," used in the meaning of "that which contains," whereupon I write as follows: "On this I pointed out, inter alia, that it had been denied by Mr. Willis, in his Baconian Mint, that this use of the word continent indicates any classical learning, because the word was, as he showed by reference to North's Plutarch and other writers, used, in Shakespeare's time, for 'that which contained,' as opposed to the contents. Thus North writes: 'The continent exceedeth the thing contained.' While freely admitting this, however, I pointed out that it did not altogether dispose of the value of Shakespeare's allusion to rivers 'that have overborne their continents' as suggestive of classical knowledge, because the point is that Shakespeare uses 'continents of rivers' in the sense 'banks of rivers,' which is exactly Horace's continent ripā, although Horace is speaking of sea-banks and not river banks."

How after this it can be suggested that I had subscribed to Hallam's doubt whether the word "continent," so used, "would be found in any of the contemporary

2 Viz., in The Shakespeare Problem Restated.
3 We should say "shore" when speaking of the sea, but Shakespeare writes of "the wild sea-banks" (Merchant of V. 5, 1).
prose of Elizabeth's reign" I am at a loss to conceive. I did, however, venture to express the opinion that Hallam was right in recognizing "the continente ripa of Horace" in Shakespeare's expression, because "the continents of rivers" means the containing banks of rivers, and continens ripa also means the containing bank. In each case it is the bank which is the continent, so that the one expression is the exact equivalent of the other, and to my mind forcibly suggests that the poet was familiar with the Latin original.

Mr. Robertson quotes, as an illustration of this use of the word "continent," the following lines from Spenser's *Fairie Queen*:

The carcase with the stream was carried down,
But the head fell backward on the continent.

But inasmuch as I have never disputed, and indeed was perfectly familiar with, this use of the word, the only point of the quotation would seem to be to give another example of what was already admitted.¹

Yet, in spite of all this, which makes his misinterpretation of the words of my footnote so exceedingly obvious, Mr. Robertson charges me with ignorance of the fact, which has been pointed out again and again by Shakespearean critics in recent times, that the words referred to by Hallam are to "be found" in both contemporary prose and contemporary verse "of Elizabeth's reign," and goes on, greatly to his own satisfaction, to inform his readers that "it is the lack of this kind of necessary elementary knowledge that makes Mr. Greenwood's book in these matters worthless."

Mr. Robertson is fond of dismissing my reasoning as "forensic." His own arguments are, certainly, not very appropriate for a Court of Justice!

But now, since I trust I am always ready to acknowledge making a mistake, when it is a real and not merely an imputed one, I freely admit that I went wrong when,

¹ I do not think, however, that Mr. Robertson's example is well chosen, for, if we may trust the Oxford Dictionary, "continent" here does not mean the containing bank, but "the land as opposed to water; terra firma." See other instances there cited.
in my book of eight years ago, I incautiously quoted without comment Mr. W. Theobald's statement to the effect that "the coinage of the new word deracinate (to tear up by the roots) is evidence of his (Shakespeare's) thorough familiarity with the Latin tongue"; for, although the word "deracinate" certainly comes from a Latin root, it was taken into the English language through the medium of the French. I freely make Mr. Robertson a present of this admission, and, having done so, I will set beside it a little mistake of his own.

After discussing the above quotation from Hallam in his *Baconian Heresy*, he goes on to say (p. 255): "As all English scholars are aware, all words of Latin or French derivation bore in the sixteenth century a closer relation to their source than they do now." He then proceeds to give some illustrations of this, among which I find the following (p. 256): "'Confer' (the 'cf.' of our footnote references) meant for them [writers in Shakespeare's day], as in Latin, 'compare.'" This is certainly not a fact of which "all English scholars are aware." It is just an error which is hardly indicative of scholarship. When Ben Jonson said that he wrote his verses prefixed to Joshua Sylvester's translation of Du Bartas "before he understood to confer," he did not mean to "compare" but to *converse* in French so as to understand it. In the same way he wrote:—

How can I speak of thy great pains but err?
Since they can only judge who can confer.

—i.e., Jonson, not being able to converse in the French language, felt himself not competent to pronounce upon the merits of the translation. From "confer" in this sense we get the word "conference." But "the cf. of our footnote references" does not stand for the English word "confer," but for the imperative of the Latin verb *conferre*!

I come now to a very painful case, where I have to admit that I walked unsuspectingly into a trap which Mr. Robertson had ingeniously set for me. In a footnote to his second article in the *Literary Guide* (February, 1916, p. 27) he wrote: "Mr. Greenwood and I know
a book in which the author printed as Italian the phrase, 'E pur se mouve.' To this I replied (Literary Guide, April, 1916): 'I know of no such book. In The Shakespeare Problem Restated, at p. 222, occur the words, 'E pur se mouve' ('mouve' is a characteristic invention of Mr. Robertson's). They were incautiously taken by me from Dr. Thomas's Dictionary of Biography, which I happen to possess, and where they are so given. And 'se' is an error! Yes, and I passed over these words in the proof! And what is the inference from that? Why, that I know very little about Italian. And that is true. Similarly, when I find that Mr. Robertson has passed over 'κινοει,' repeated four times on five successive pages, as Greek for 'gardens,' I draw the inference that he knows very little about Greek.'

Now let me say, first, with regard to the word "mouve," which I characterized as an "invention" of Mr. Robertson's, that there was, of course, no suggestion here that he had wilfully ascribed to me an error—whether a misprint or otherwise—which I had not, in fact, made. The most malignant critic would not be so foolish as to charge an author with a blunder which a mere reference to the work under consideration would show that he had not, in fact, made; and, secondly, let me say that I, naturally, was under the impression that the "book" to which Mr. Robertson referred was The Shakespeare Problem Restated, where the words occur as I have quoted them above. My belief, therefore, was that Mr. Robertson had substituted "mouve" for "nuove," either by a slip of memory or a misreading of the passage to which I alluded, unless the word thus written was a mere lapsus calami on his part.

Alas! I had no suspicion of the trap which had been set for me. More than fourteen years ago I published a book called The Faith of an Agnostic, under the pen-name of "George Forester." That book has long been out of print, and I did not know that Mr. Robertson was aware that I was the author of it, or, indeed, that he

1 The Baconian Heresy, pp. 184, 185, 186, 188.
had ever read it. He says, as I now understand, that I informed him some years ago that I had written it. If so, I am not concerned to deny the statement, but all recollection of the incident has entirely faded from my memory. I was equally oblivious of the fact that the words ascribed to Galileo were quoted, or misquoted, by me in that book. But I now find, in a footnote at p. 76 thereof, the terrible error which Mr. Robertson had discovered, and apparently treasured in his mind for future reference: "E pur se mouve." The words had previously appeared in the text, at p. 55, as "E pur se muove," so that I think nobody will be found to suggest that "mouve" in the footnote is anything but a mere misprint which had been overlooked.

When, therefore, I wrote, "I know of no such book," I said what was strictly true. At that time I had no idea of the existence of any book where the words so appeared.

Such is a plain statement of this case, and my argument is not in the least affected by the fact that I was oblivious of the error which had been passed over in the footnote to a book published by me nearly fifteen years ago. In Dr. J. Thomas's *Dictionary of Biography* (J. S. Virtue and Co.), in the life of Galileo (vol. i, pt. ii, p. 986) it is said that the great man "whispered to a friend: 'E pur se mouve.'" I quoted those words as I found them, which shows, as I have said, that I know very little about Italian, and similarly I am very confident that when Mr. Robertson passes κητον four times over on five successive pages as Greek for "gardens," it may fairly and truly be said of him that he knows very little about Greek. I frankly admit my mistake and the inference which fairly arises from it, and I do but apply a parity of reasoning to Mr. Robertson's fourfold, and more flagrant, error. The engineer, it seems, is hoist with his own petar.

But there is still more cogent evidence than this. When Mr. Robertson launched his brutum fulmen at my head, in the shape of his ridiculous threat to "expose" me, I replied that happily I was not called upon to
perform that office in his case, for the simple reason that he is always unconsciously and ingenuously performing it for himself, proprio motu. I have already given some instructive instances of this self-revealing process; but I now come to one so illuminating that it may stand as the definitive example.

In The Shakespeare Problem Restated (p. 370 note) I wrote of Shakespeare's Sonnets: "I venture to think it highly probable that the author of them was not unacquainted with Plato's Phædrus. Haply he had the soul of one not only φιλόσοφότατος ἄδολος, but also παιδεραστήσαντος μετὰ φιλοσοφίας. But such things are not easily understood in days when

Folds of summer-light enclose
All that once was Anteros.

(See ante, p. 82, and see Plat. Phædrus, 249 A and 255 D.)"

Now, what is Mr. Robertson's portentous comment on this? I must really give it in full:

"In the present volume¹ he [myself, to wit] has attempted to retort on his opponents the charge of lowering the character of the man whom they accept as the playwright. It may suffice in reply to call attention to the pleasing suggestion he made in his first book (p. 370) as to the character of the unnamed moral personage whom he imagines to have been the necessary type. It would be interesting to have his explanation.²"

Here, as I wrote in the Literary Guide (April, 1916): "Mr. Robertson, to use a vulgar expression, 'gives away the whole show,' in a manner which has afforded me no little entertainment." He thinks that by applying to the author of the sonnets the words quoted from Plato I was making a vile suggestion as to his moral character, and he menacingly calls for my explanation!

Now, if he had known anything about classical litera-

ture, anything about Plato—if he had only turned to a translation of the \textit{Phaedrus}, at the passages to which I made special reference—he would have been aware that the Greek expression which I cited, so far from conveying any immoral suggestion, denotes, in the Platonic system, one of the highest forms of psychic existence.\textsuperscript{1}

But I understand Mr. Robertson has seen something dark and sinister in my reference to “Anteros,” and my remark that “such things are not easily understood at the present day.” Aye, what is the meaning of \textit{that}? I do not think there will be many who will, like him, “give themselves away” by putting such a ridiculous question; but in case there may be any such I will relieve their anxiety by a very simple explanation.

The word \textit{Anteros}, in the sense of “love returned” or “return-love,” occurs nowhere but in Plato or his imitators, though the conception was familiar to the poets.\textsuperscript{2} It occurs in the \textit{Phaedrus} in the course of a long speech of the Platonic Socrates concerning the soul and its immortality, and the word called up in my mind a very beautiful poem by William Cory (better known to old Etonians as William Johnson), of which I will here quote two stanzas:

\begin{center}
\begin{verbatim}
Naiad, hid beneath the bank
By the willowy river-side
Where Narcissus gently sank,
Where unmarried Echo died,
Unto thy serene repose
Waft the stricken Anteros.

Glide we by, with prow and oar;
Ripple shadows off the wave,
And, reflected on the shore,
Haply play about the grave.
Folds of summer-light enclose
All that once was Anteros.  \textsuperscript{3}
\end{verbatim}
\end{center}

\textsuperscript{1} “Only the soul of a philosopher, guileless and true, or the soul of a lover who is not without philosophy, may acquire wings in the third recurring period of a thousand years.” Jowett's translation of the words quoted by me from \textit{Phaedrus}, 240 A. See that dialogue as edited by the late Dr. W. H. Thompson (1868), Appendix I, p. 160, and Grote's \textit{Plato}, vol. ii, p. 200.

\textsuperscript{2} See \textit{Phaedrus}, 235 D. and Dr. Thompson's note.

\textsuperscript{3} See “A Dirge” published in \textit{Ionica} (George Allen; 1891).
But what are the things that are so difficult to understand in days when Anterōs, as the Greeks understood him, has passed away? Well, I can only refer again to such works as Grote's Plato, and would respectfully commend to the reader's attention vol. ii, ch. 24. I will quote only a few words, which are, however, quite inadequate to explain the subject as it presented itself to the Greek in the days of old. "Personal beauty (this is the remarkable doctrine of Plato in the Phædrus) is the main point of visible resemblance between the world of sense and the world of Ideas: the Idea of Beauty has a brilliant representative of itself among the concrete objects—the Ideas of Justice and Temperance have none. The contemplation of a beautiful youth, and the vehement emotion accompanying it, was the only way of reviving in the soul the Idea of Beauty which it had seen in its antecedent stage of existence." Thus the love of a beautiful youth, almost amounting to worship, might be entertained by the best of men, and cast no reflection whatsoever upon the purity of his moral character.

But this, I say, is difficult for us to understand at the present day; and equally difficult, as it seems to me, is it to understand the passionate and adoring terms which we find in Shakespeare's Sonnets—though these are almost works of to-day in comparison with the Phædrus of Plato—addressed by the author to a "lovely boy." It is as though "Anteros" had come to life again, for the writer was evidently one εἰδωλον ἐρωτος ἀντίρωτα ἔχων. But to suggest that there is here one jot or tittle of evidence upon which to base an abominable charge

1 I would refer further to the following passage in Grote's Plato (vol. ii, p. 219, 2nd ed.): "It is by the aspect of visible beauty, as embodied in distinguished youth, that the faculty of reminiscence is first kindled in minds capable of the effort. It is only the embodiment of beauty, acting as it does powerfully upon the most intellectual of our senses, which has sufficient force to kindle up the first act or stage of reminiscence in the mind, leading ultimately to the revival of the Idea of Beauty. The embodiments of justice, wisdom, temperance, etc., in particular men do not strike forcibly on the senses, nor approximate sufficiently to the original Idea, to effect the first stroke of reminiscence in an unprepared mind. It is only the visible manifestation of beauty which strikes with sufficient shock at once on the senses and the intellect, to recall in the mind an adumbration of the primitive idea of Beauty." The whole passage should be consulted.

2 Phædrus, 255 D.
against "Shakespeare" is to make a suggestion as preposterous as it is disgraceful. Indeed, if any evidence to the contrary were necessary—which it is not—there is one Sonnet which is quite conclusive of the matter, and he who professes to find any such suggestion in what I have written on the Sonnets in The Shakespeare Problem Restated simply proclaims his own ignorance, and, possibly, also that he is possessed by that unhappy spirit which is prone to see evil where no evil exists. 

So much, then, for Mr. Robertson’s qualifications to lecture us on Shakespeare’s classical knowledge, or the want of it.

Just one word more in this connection. Mr. Robertson is pleased to write that I have altogether surrendered the case for Shakespeare’s classical knowledge. This is the charming way in which he puts it, as usual entirely to his own satisfaction and to the satisfaction of those who are content to accept his authority without examining the work of which he professes to give a veracious account:

"No less complete in effect, and no less garbled in form, is his surrender of the old 'classical' case, under a blank-cartridge fire of pretended support" 


Let us see how this proposition is established—to the satisfaction of Mr. Robertson and his claque.

"In his first book," writes Mr. Robertson, "Mr. Greenwood expressly assented to the extravagant claim of Professor Collins"—viz., with regard to Shakespeare’s classical knowledge.

This is quite untrue, and the very words which Mr. Robertson quotes from The Shakespeare Problem Restated show it to be so. Professor Collins wrote that "Shakespeare could almost certainly read Latin with as much facility as a cultivated Englishman of our time reads French," that he must have been able to read Latin authors "ad sensum with facility and pleasure," and, further, that "through the Latin language he had access
to the Greek classics, and that of the Greek classics in the Latin versions [my italics] he had, in all probability, a remarkably extensive knowledge."

Now, in The Shakespeare Problem Restated (p. 87), after remarking that the classical knowledge thus postulated for Shakespeare by Professor Collins was very large indeed, I expressed my opinion that he had made out his case, "at any rate to this extent—viz., that the author of the Plays and Poems must have had a large knowledge of the Latin language and an extensive acquaintance with Latin authors." So that, instead of "expressly assenting to the extravagant claim of Professor Collins," I had, on the contrary, "expressly" limited my acceptance of it!

Then, says Mr. Robertson, after accepting the "extravagant claim," I have now entirely thrown it over.

"And where does he stand now? He has 'no intention of attempting to prove' that claim." Then follows a quotation from Is there a Shakespeare Problem?, which I will slightly amplify.

After restating Professor Collins's postulates regarding Shakespeare's classical knowledge, I wrote (p. 113): "This is a very large claim. Those who desire to see how ably the late Professor Collins endeavoured to make it good may read his Studies in Shakespeare (1904). I certainly have no intention of attempting to prove its validity. What I do maintain, however, is that the works show that Shakespeare was not an unlearned man [as Farmer's Essay, subscribed to by Mr. Robertson, endeavours to exhibit him], but, on the contrary, a man of the highest culture, of wide reading, much learning, and a large familiarity with the classics, whether that familiarity was obtained by reading in the original or by means of translations."

Now see Mr. Robertson's triumphant comment on this: "Thus the whole debate dissolves into forensic farce." (He had already written with regard to the case for Shakespeare's legal knowledge: "Our time has been wasted by a forensic mystification." Evidently he thinks that it is quite sufficient to overthrow an argument
to speak of it as "forensic.") "On this proposition it could never have arisen. The use of translations—so obvious in the case of the Plutarch plays—is precisely what was suggested against the 'scholar' theory; and now, furtively adopting that counter thesis, Mr. Greenwood professes to be supporting his original case!"

"Cairns," said Sir Richard Bethell, on a certain occasion in one of the Courts of Chancery—"Cairns, don't you find it rather irksome [laying much stress on the word] to argue with these men?" Well, it is certainly not a little "irksome" to have to meet such arguments as these. Mr. Robertson apparently supposes that "the classics" means the Latin classics only. He ignores the fact that Professor Collins, in the passage which I had quoted from him, speaks of Shakespeare's "extensive knowledge of the Greek classics," which he supposes had been obtained by means of "the Latin versions," if not from the originals. Now, I certainly suppose also, and have always supposed, that Shakespeare must have derived his knowledge of "the Greek classics" by means of translations. As to "the Latin classics," I conceive, and I think Professor Collins has proved, that Shakespeare could read Latin authors in the original, though at the same time, I think, as Professor Collins also thought, there can be no doubt that he referred to translations as well, as in the case of Golding's Ovid, for example. As to North's Plutarch, nobody, of course, has ever doubted that he made free use of that translation.

All this talk, therefore, of my having surrendered the "classical" case—I do not say "the old classical case," and I do not know what Mr. Robertson means by that expression, but the "classical" case within the limits that I have "expressly" laid down—is mere bluff and rhodomontade.
I have now considered Mr. Robertson in his capacity of critic of Shakespeare's legal knowledge, in the course of which inquiry I have, I think, shown pretty conclusively, among other things, that when he commented upon the use by the poet of the legal terms "fine" and "recovery" he was quite ignorant of the real meaning of those terms, and that when he denied that there was any "legal" meaning of the word "purchase" he was really quite in the dark as to the use by lawyers of that technical term also. As to his qualifications to instruct us with regard to the question of Shakespeare's knowledge of the classics, I leave what I have written—and, more especially, what he has written—to speak for itself.

I must now consider a few other matters, lest it should be said that I have left certain charges unanswered, or declined to make those admissions with regard to mistakes of my own which I ought in fairness to make. But first I would examine once more the strange case of Mr. Robertson and the late Professor Max Müller.

The late Mr. G. C. Bompas, in his book The Problem of the Shakespeare Plays, cited the authority of Max Müller, with regard to Shakespeare's vocabulary, to the effect that the poet in his plays used the large number of 15,000 words. Now, upon this statement Mr. Robertson writes, with much sarcasm, to the following effect: "Max Müller, Lectures on the Science of Language (6th ed., I, 309), citing—of all authorities—Renan's Histoire des langues sémitiques! I cannot find the passage in my copy (2nd ed.) of Renan. Mr. G.C. Bompas (Problem of the
Shakespeare Plays, 1902, p. iv) characteristically asserts that the ’estimate’ is Max Müller’s own.”

According to Mr. Robertson, therefore, Max Müller did not himself form the estimate that Shakespeare used some 15,000 words in his plays, but merely took it from Renan’s Histoire des langues sémitiques—"of all authorities"!—and Mr. Bompas makes the "characteristically" false assertion that the estimate is Max Müller’s own. Yet the truth is, as I have shown, that Mr. Bompas was quite right, and the "characteristic" assertion is Mr. Robertson’s.

Max Müller wrote (Science of Language, 1885, vol. i, pp. 308-9): ‘The Hebrew Testament says all that it has to say with 5,642 words; Milton’s works are built up with 8,000; and Shakespeare, who probably displayed a greater variety of expression than any writer in any language, produced all his plays with about 15,000 words.”

Now, here we find the following curious note: “Renan, Histoire, p. 138.” Obviously, then, cries Mr. Robertson, this estimate is not Max Müller’s own; he simply took it, without verification, from Renan’s Histoire des langues sémitiques—"of all authorities"!

But surely it might have occurred to this impetuous critic, so eager to score a point against the "heretical" Mr. Bompas, that it was in the highest degree improbable that Renan, in his Histoire des langues sémitiques, or anywhere else for the matter of that, would have formed an estimate of Shakespeare’s vocabulary, or that Max Müller should have relied upon his authority for such an estimate! And when Mr. Robertson searched in vain for the passage in his copy of Renan’s book, surely it would have said more for his critical acumen if he had made further inquiry before committing himself to his sarcastic footnote! The explanation was really not difficult to discover. It merely required a little further consideration of Max Müller’s book, for at p. 307 of that book—

1 The Baconian Heresy, p. 517, note 3.
2 Is there a Shakespeare Problem? p. 471.
but two pages before the occurrence of the strange note, "Renan, Histoire, p. 138"—we find the statement, "Hebrew has been reduced to about 500 roots"; and here we also find, in its proper place, a reference to that same page (138) of the Histoire des langues sémitiques. Let the reader then turn to that page of Renan's work, and he will find that Renan is here dealing with the Hebrew language; and if he will read on to p. 140, he will find this statement: "on évalue le nombre des racines hébraïques à cinq cents." He will see, further, that Max Müller's note, on p. 307, says Leusden counted 5,642 Hebrew words in the Old Testament; and this also he will find is taken from Renan's Histoire des langues sémitiques (1863) at p. 140.

It is abundantly clear, therefore, that Max Müller refers to Renan on the Hebrew language only; that the second reference to the "Histoire, p. 138," has crept in per incuriam; and that Max Müller, as might be expected, makes no reference at all to Renan in support of his statement with regard to the Shakespearean vocabulary. Thus it turns out, on examination, that Mr. Robertson's sneer at Max Müller and his supposed "authority," and the suggestion that Mr. Bompas is "characteristically" untrustworthy, are based upon his own uncritical error, which a little more care bestowed upon the works referred to would have enabled him to avoid.

Now, mark the light and airy manner in which Mr. Robertson affects to dispose of all this. "It is only fair," he says (Literary Guide, February, 1916), to admit "that he [i.e., myself] has made one 'score'—not against his opponents—in correcting a wrong reference of Max Müller's" (my italics). Now, I do not claim to have made a "score"—that is not the term that I should employ in this connection. What I do claim is that I have shown Mr. Robertson to have been guilty of an inexcusable blunder, whereby he has misled his readers with regard to Shakespeare's vocabulary, and done injustice both to Max Müller and the late Mr. Bompas. And this Mr. Robertson dismisses as merely "correcting
a wrong reference of Max Müller's"—whereas the "wrong reference" was open and palpable to anyone who took the trouble to examine the passage in question with a little critical care.

But with regard to this same "wrong reference," I made a remark which has given Mr. Robertson the opportunity of once more indulging in the congenial practice of drawing the red herring across the scent, in order to divert attention from his own error. Commenting on that curious note, "Renan, Histoire, p. 138," which of itself ought to have aroused the suspicions of any thoughtful critic, I wrote, "'Histoire'—what 'Histoire'? It might be the Histoire d'Israël." Here is Mr. Robertson's chance to give the go-by to his own blunder by fastening upon one of mine.

Even in correcting Max Müller's "wrong reference," he says, Mr. Greenwood "adds a blunder, by supposing an absurd date for the Histoire du peuple d'Israël, which title he misquotes and misprints."

Now, I really do not know at what date Renan's Histoire du peuple d'Israël was published, nor am I concerned to inquire. My statement was that "Histoire," put baldly thus, might refer to the "Histoire d'Israël," or any other "Histoire," for the matter of that. I ought, no doubt, to have written "Histoire du peuple d'Israël." I make Mr. Robertson a free present of that admission. But, as my point was simply that "Histoire" by itself was sufficient to suggest to any careful critic that the reference was a mere mistake, and that this footnote had slipped in by an inadvertence, Mr. Robertson's counter-attack here seems to me a singularly futile one. His red herring in this case is not, I apprehend, sufficiently pungent to divert his readers from the true scent.

But Mr. Robertson, having thrown over Max Müller's estimate of Shakespeare's vocabulary, on the false supposition that it is based on Renan's authority, and not on Max Müller's own investigation, brings the great poet,

1 Is there a Shakespeare Problem? p. 472.
in this respect also, into harmony with Farmer's theory of a man who did not know the meaning of the simplest words whether in Latin or in French. Accordingly, we find him suggesting "that the playwright was really not a man of supremely large vocabulary for his time." ¹

I now come to matters of personal controversy which will, I fear, be of little or no interest to the general reader. I feel bound to deal with them, however, for the reasons which I have already stated. I am consoled by the thought that those who have read to this point—if, indeed, any have had the patience to get so far—are under no obligation to proceed further.

Mr. Robertson charges me with having made an untrue statement with regard to his treatment of certain arguments advanced by Professor Churton Collins with reference to the question of Shakespeare's alleged familiarity with the classics, and, in order that this charge may be fairly stated, I will quote Mr. Robertson's own words:—

"After citing on pp. 150-151 [of Is there a Shakespeare Problem?] certain arguments of Professor Churton Collins and others on the question of Shakespeare's classical scholarship, Mr. Greenwood writes (p. 151):—

'Of all these, and numerous other arguments to the same effect, Mr. Robertson has really nothing to say—except it be that similar classical allusions may be found in John Taylor, the Water Poet.....Mr. Robertson makes no attempt to deal with Professor Collins's arguments here, or indeed at all.' ²

"Now, Mr. Greenwood had before him my book on Montaigne and Shakespeare (2nd ed.), from which he frequently quotes; and the reader, on turning to that, will find (1) that I deal (pp. 308-336) with fifteen items of Professor Collins's case ('I think, all that is significant,' were my words), besides devoting eighteen pages to him in the introduction; (2) that I expressly deal with special

¹ The Baconian Heresy, p. 521. My italics. What meaning is to be attached to the words "for his time" I confess I do not know. Is it suggested that Elizabethan vocabularies were normally much larger than those of the present day, and that, though Shakespeare's vocabulary may be "supremely large" for the twentieth century, it was not so for the seventeenth century? If this is not the meaning, I cannot conceive what is.

² The italics are Mr. Robertson's.
points stressed by Mr. Greenwood." "Here, clearly, there can be no question of 'misunderstanding,' no possibility of a forensic defence such as Mr. Greenwood is so greatly given to. He has simply suffered from a total lapse of memory" (Literary Guide, January, 1916, p. 9).

"Forensic," as I have already pointed out, is, seemingly, considered by Mr. Robertson a very telling epithet as applied to me, I suppose because I was once a practising barrister. But an argument is not necessarily ineffectual because it is suited to the environment of a Court of Justice. The question is whether it be true or false. If it be true, it is no worse for being 'forensic.' However, let us see how the case stands against me with reference to this particular charge.

And, first, I must direct attention to the passage purporting to be quoted by Mr. Robertson from my book, at page 151. It will be seen that it commences with the words, "Of all these and numerous other arguments," and concludes with the words, "Mr. Robertson makes no attempt to deal with Professor Collins's arguments here, or, indeed, at all."

Now, the fact is that there is no such passage in my book. Mr. Robertson has taken some words which occur on page 150, and in the first line of page 151, of that book, and quoted them as following after some words which occur at the bottom of the latter page!

It is not usual, so far as I am aware, thus, without notice to the reader, to invert the order of two passages taken from a book under criticism, but, doubtless, Mr. Robertson had some good reason for so doing; in fact, the words, as thus cited, are much more convenient for his argument. It is an artifice which might, really, almost be called "forensic"! I am, however, going to take the liberty of considering the two passages in their proper order, and I think it will be found that it is not immaterial to do so.

Farmer had asserted that in Prospero's famous speech, commencing "Ye elves of hills, brooks, standing lakes, and groves" (The Tempest, v, 1), Shakespeare had merely followed Golding's translation of Ovid's Metamorphoses
(vii, 197-206). Professor Collins, however, brought forward arguments, conclusive as I think, to prove that the poet, although, doubtless, making use of Golding's version, must have worked with the Latin original also before him, for in Prospero's speech we find English equivalents to certain expressions in the original which are altogether ignored in Golding's translation. Now it was with regard to these particular arguments that I wrote: "Mr. Robertson makes no attempt to deal with Professor Collins's arguments here, or, indeed, at all"; and, so far as I am aware, that assertion is strictly true, for I find no attempt made by Mr. Robertson to deal with these particular arguments either in The Baconian Heresy or in Montaigne and Shakespeare, unless, indeed, I am to be told that he makes such an attempt at p. 309 of the latter work, where he refers to Dr. Maginn's rejoinder to Farmer. Here, after quoting from Golding, "Ye airs and winds, ye elves of hills," etc., he writes:

"This is one of the many cases in which Farmer logically and convincingly rebutted the mistaken claims of the commentators; and Maginn's rejoinder is naught. He can but argue (and in this plea Professor Collins has followed him) that Shakespeare at several points reproduces some ideas which are in Ovid's lines, but not in Golding's version. Now, waiving the possibility that Shakespeare had heard at the Mermaid a discussion of Golding's translation, and assuming that he had actually compared it with the original, we should simply have before us a fact in keeping with Jonson's 'small Latin,' not at all a proof that he was familiar with the classics. The classical case has so far broken down."

If any one should call this "an attempt to deal" with Professor Collins's detailed arguments with reference to this passage, I can only say that weiffer as to the meaning of language.

1 See Is there a Shakespeare Problem? pp. 150, 151.
2 My italics.
3 My italics.
4 See Studies in Shakespeare, pp. 36-38. Mr. Robertson here makes the assumption that Shakespeare might have compared Golding's translation with the original, and might, therefore, have been able to read the original.
Let me now come to the passage from my book which Mr. Robertson has put first in the alleged quotation, though, as a fact, it stands after the passage which he has chosen to put last. The two passages are, in fact, distinct (not one, as they are represented by Mr. Robertson), and refer respectively to different arguments. If the reader will turn—I admit I can hardly expect him to do so—to p. 151 of *Is there a Shakespeare Problem?* he will see that I there make reference to (1) Professor Collins's argument founded on Shakespeare's use of the word "Titania."¹ (2) Mr. E. A. Sonnenschein's proof that Shakespeare drew upon Seneca's *De Clementia* for Portia's great speech. (3) Some arguments of my own founded on the fact that Shakespeare's last two Sonnets are simply adaptations of a Greek epigram of Marianus.

I then go on to say, as quoted: "Of all these and numerous arguments to the same effect, Mr. Robertson has really nothing to say," &c. Well, I admit my error. I had in mind *The Baconian Heresy* only when I so wrote. I ought, no doubt, to have turned to *Montaigne and Shakespeare*, for there (p. 317) Mr. Robertson has, at any rate, *something* to say as to "Titania"—used by Shakespeare as a proper name, and not as an epithet as in the original Latin—and as to Seneca's *De Clementia*, though I do not think he has anywhere thought it worth while to discuss my suggestions with reference to Sonnets cliii and cliv.

To this extent, therefore, I must cry *mea culpa*, and express regret for the error. But I would point out that Mr. Robertson's topsy-turvy quotation, and his remarks thereon, appear to suggest that when I wrote "Of all these and numerous other arguments to the same effect," I was referring to Professor Collins's arguments only, which I have now demonstrated is not the fact.

¹ See that writer's *Studies in Shakespeare*, p. 36.
I should be more sorry for my mistake—which, after all, is not, I think, a very serious one—were it not for the manner in which Mr. Robertson is pleased to deal with it. He knows that some two years since I met with a painful accident, and it seemingly affords him much pleasure to be always harping upon this unfortunate occurrence with exquisite sarcasm. Thus, with reference to the matter in question, he writes (January, 1916): "On his part, of course, I must treat the lapse as pathological"; and again (February, 1916), concerning another slip to be considered presently: "The pathological solution suffices here." I leave it to my readers to judge of the temper, taste, and spirit of one who could so write.

Mr. Robertson, in The Baconian Heresy (p. 36), had, by a strange oversight, quoted and criticized as mine some words which I had cited from Professor Churton Collins's Studies in Shakespeare, whereupon I, not unnaturally, took exception to his "negligence" in ascribing to me, as though they were part of my argument, words cited by me from Mr. Churton Collins. What says Mr. Robertson as to this?

"One real grievance Mr. Greenwood has against me—an accidental ascription to him of a passage he had quoted from Mr. Churton Collins. As to that, I had personally offered him the reparation of inserting an erratum slip in the remaining copies of my book, correcting the mistake, and explaining that Mr. Greenwood had only endorsed the cited proposition in several other passages. That proposal he negated [my italics], as he well might, seeing that he had actually adopted the passage. Yet he treats the matter as an actual misrepresentation." (Literary Guide, February, 1916.)

It is sufficient here to reprint my reply to this which appeared in the Literary Guide for April, 1916:

"Mr. Robertson, having by mistake ascribed to

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1 Is there a Shakespeare Problem? pp. 40-41.
me a passage which I had quoted from Mr. Churton Collins, now says that he offered to insert an erratum slip, correcting the mistake—with an addendum of his own—but that I 'negatived that proposal.' Surely this latter statement is just a little absurd on the face of it! Since when has it been the custom for an author whose work has been misquoted by another to be called upon by the offender either to accept or 'negative' a correction? When Mr. Robertson found that he had made a mistake (which, by the way, I have never charged as 'misrepresentation,' but only as an example of 'haste' and carelessness—see Is there a Shakespeare Problem? p. 41) I should have thought he would have been anxious to correct it for his own sake. He has, however, preferred to let it remain uncorrected. I am not surprised, but the statement that I am in any way responsible for the omission I entirely deny. It has no warrant whatever."

Now, as a set-off to this mistake of his, Mr. Robertson, not unnaturally, made reference to a blunder of my own. In a note to p. 211 of Is there a Shakespeare Problem? I had stated that the first edition of Mr. Robertson's Montaigne and Shakespeare "showed a facsimile of Shakespeare's supposed autograph in the British Museum copy of Florio's translation (of Montaigne's Essays); but, as the highest authorities have pronounced the signature an undoubted forgery, it has been wisely suppressed in the second edition."

Here I regret to say my memory played me false. Mr. Robertson's first edition of Montaigne and Shakespeare did not publish the facsimile referred to. My statement, it will be observed, contained no reflection on Mr. Robertson; on the contrary, it rather bears witness to his wisdom in this instance. It would have been natural enough had he published the facsimile of a signature which Sir F. Madden thought to be authentic, and it would have been wise to withdraw it when pronounced a forgery by Sir E. Maunde Thompson. In truth, however,
this facsimile did not appear in Mr. Robertson’s book. It was, he says, simply an “hallucination” of mine, for which “the pathological solution” suffices.

But what are the facts? Mr. Robertson’s first edition of Montaigne and Shakespeare—then called Montaigne and Shakspere—published in 1897, contained the following statement: “It is quite possible that Shakspere may have seen parts of Florio’s translation before 1603, or heard passages from it read, or even that he might have read Montaigne in the original. But as his possession of the translation is made certain by the preservation of the copy bearing his autograph, and as it is from Florio that he is seen to have copied in the passages where his copying is beyond dispute, it is on Florio’s translation that we must proceed” (pp. 12–13; my italics).

It will be seen, therefore, that Mr. Robertson, in his Montaigne and Shakspere, though he had not published a facsimile of the forged signature, had committed himself to its authenticity, and it is this passage which he has now “wisely suppressed” in his second edition—a passage which I should have been well content to quote had it not been for my unfortunate lapse of memory, “pathological” or otherwise.

It is this error of mine which Mr. Robertson sets side by side with his own “lapse” in attributing to me words which I had quoted from Mr. Churton Collins. He omits to say, however, that immediately I discovered the mistake I caused an erratum page to be inserted in my book (I did not ask Mr. Robertson whether he would accept or “negative” it!), in which I expressed my regret and apologized for the slip. I am quite content to leave the comparison of these two cases of error, and the manner in which they were respectively dealt with, to the judgment of my readers. I may add, however, that my own mistake no longer appears in my book, as I had, some time previously to the publication of Mr. Robertson’s article in the Literary Guide, arranged for a new issue in which p. 211 has been corrected and reprinted.

In Is there a Shakespeare Problem? (pp. 215–217) I commented at some length on the fact that “Sheridan
could write immortal plays when he knew little or nothing of the theatre and 'stage technique'—when he had served no 'apprenticeship'—and wrote a very bad one when he had long inhaled 'the scent of the footlights': and in a footnote I quoted from an article in the English Review for July, 1913, by Mr. Arnold Bennett, wherein he discourses concerning the "enormous amount of vague reverential nonsense" which, he tells us, "is talked about the technique of the stage," making reference to Shakespeare, Sardou, Henri Bernstein, Sir Herbert Tree, Dion Boucicault, and others, but saying no word as to Sheridan.

What is Mr. Robertson's criticism on this? He pronounces ex cathedra that in my latest book I have "added worse arguments to bad, as when he argues...... that Sheridan, the son of an actor, knew nothing of stage technique when he began to write plays. As usual, Mr. Greenwood has been hypnotized by an authority, in this case Mr. Bennett, of whom he makes facile misuse" (Literary Guide, February, 1916, p. 27).

These remarks provide the reader with an excellent measure of Mr. Robertson's accuracy. It so happens that all I have written concerning Sheridan in Is there a Shakespeare Problem? had previously appeared in an earlier book, In re Shakespeare, which I published in 1909, four years before Mr. Arnold Bennett's article above referred to had seen the light. Moreover, as I have already said, there is no word concerning Sheridan in that article. According to Mr. Robertson, therefore, I was hypnotized by an "authority" which I had not seen, on a matter about which that authority says nothing. It is a fair sample of Mr. Robertson's reckless style of criticism. 1

But a few more words, and, I am thankful to say, my "heavy task" will be done.

One who is not habitually as solemn as a judge and as dismal as a mute at a funeral is always at a dis-

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1 Were I liable to be "hypnotized by authority," I hardly think I should be found among "heretics" with regard to the Shakespearean authorship.
advantage when brought into controversy with Professor Dryasdust. Anything intended to be jocular—anything in the nature of "chaff" or badinage—is always taken by him au pied de la lettre and au grand sérieux. Let me give two examples of this in the present case.

Mr. Robertson, in The Baconian Heresy (pp. 38–39), after remarking that he had spent four and a-half years of his "youthful life" in a Scotch law-office, where, however, he "was immensely more interested in literature than in law," proceeds to say that "in Scotch law they do not, to my recollection, speak of 'caveats,' which word is, therefore, for me simple English, and not 'jargon.'"

My comment upon this was: "I note that 'caveat' is for Mr. Robertson 'simple English,' though for most others it is simple Latin." ¹

Now, I really should have thought it would have been self-evident that this was not a solemn criticism, but the most obvious badinage. "Caveat for me is 'simple English,'" says Mr. Robertson. It seemed so natural to retort, with just a spice of jocularity in the ink: "Well, really, I should myself have said it was 'simple Latin.'"¹

But Mr. Robertson takes it all au grand sérieux. It is a most pedantic criticism this of mine, and "pedantry that miscarries is twice unblest." So he solemnly assures his readers that "not only for Bacon......but for other men, 'caveat' was an English word in Tudor times, as it has been ever since, even as fiat and veto and exit, and a hundred other words, are English for educated men, though they happen also to be Latin."²

How absolute the knave is! We must speak by the card.

Here is another illustration. Mr. Robertson writes concerning the word "purchase": "I will simply clear

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¹ Is there a Shakespeare Problem? p. 39.
² Literary Guide, February, 1916. I am not concerned to dispute this statement, but it is sometimes rather difficult to say when a Latin word becomes an English word as well. We speak of "a fieri facias." Is then, "fieri facias" an English word? "Caveat" is certainly the third person singular of the present subjunctive of the verb cavere. Is it "English" also?
the matter up by citing many instances of the use of the quasi-legal use of the word in other writers and dramatists" (The Baconian Heresy, p. 99; my italics).

Now, there is an old rule, well known to lawyers, which came into existence some time after the passing of the Statute of Uses, that the law will not tolerate a use upon a use." To one, therefore, who was not born under the sign of Saturn, and who has a temperament unaffected with the dour solemnity of the typical undertaker, or of the Scotch law-office," it was most natural, and, indeed, irresistible, to comment here as I did—viz., to "remind Mr. Robertson that the law does not allow a use upon a use," and that literature might well follow law in this respect!"

Mr. Robertson takes this in the most tragic style. Mr. Greenwood, he says, "portentously writes" as above! If he wanted an adverb of adverse criticism, he would have been better advised had he said "flippantly." He might have characterized it as "vacant chaff," but he will take it solemnly as "meant for grain"! Of course, I recognized that the repetition of the word "use" was a mere slip of the pen, and I had no idea of making any capital out of it further than to say that the uncorrected sentence is one of the indications I have found that Mr. Robertson's "magnum opus" was put together in haste. And this, I think, is a true criticism, for I understand both author and publisher have boasted that the book was written and published in "record time." But the idea that anything can be intended to be taken in a jocular vein seems to be foreign to Mr. Robertson's nature, so let him who enters into controversy with Professor Dryasdust beware of jocosity. Should he deviate by one hair's breadth from the lich-path of solemn seriousness, "pedantic" and "portentous" are the mildest epithets that he will bring upon his devoted head.

Then Mr. Robertson, being misled, as I venture to think, by his imperviousness to anything in the shape of humorous suggestion into supposing that I have been "seeking to make capital out of the misprints in an opponent's book" (which I should be the last to do, knowing
full well how liable I am myself to make slips and errors), proceeds, not unnaturally, to unearth an absurd mistake of my own in my first "Shakespearean" book published more than nine years ago. And truly he has a right to hold up to ridicule—I was about to say "make merry over"; but that expression would hardly be appropriate to Mr. Robertson's peculiar style—what he justly calls my "monumental 'howler'" in writing "the second foot of a dactyl." I am quite prepared to be pilloried for such an egregious slip, and I only wish I could picture Mr. Robertson indulging in a good hearty laugh over the ridiculous blunder. It might do him good.

But it is not only for "howlers" that Mr. Robertson has been ransacking my books. He has been searching for instances of strong or violent language in order, apparently, that he may justify his own; and he tells us that in my "first book" and in "the present volume" (viz., Is there a Shakespeare Problem?) he has lighted upon "such epithets as 'drivel,' 'ridiculous,' 'squalid and illiterate Stratford,' 'ridiculously irrelevant,' 'amazing,' 'ludicrously irrelevant,' 'post-prandial eloquence,' 'preposterous,' 'silly,' 'solemn nonsense,' applied to the persons, places, and theses of his [i.e., my] animosity"—to say nothing of the word "absurdity" applied to some of Mr. Robertson's reasoning at some place in my first book.

I will not waste much time over this "derangement of epitaphs"; but a few words may, I think, be said.

Take the word "drivel." It is certainly an unpleasant "epithet," and the reader has, probably, been led to imagine that I have applied it to Mr. Robertson. As it happens, however, that is not the fact. In a footnote to be found in The Shakespeare Problem Restated (1908) I wrote, after commenting upon some Shakespearean theories which seemed to me ridiculous: "Truly the

1 Mr. Robertson's little slips, however, are not quite accurately described by him as "misprints."
2 Were I disposed to make capital out of Mr. Robertson's slips or misprints, I might refer to such errors as "in iure civile" (work cited, p. 82), "the verbs dormitor (sic) and morior" (p. 130), "summ quique" (p. 171), and "Si tibi non corda fuerant cunnubia nostra" (p. 209).
Baconians have not a monopoly of drivel." Mr. Robertson, apparently, sees offence in this. I presume he wishes the "epithet" to be strictly limited to "the Baconians." I am sorry that I cannot agree with him.

But, worse still, I have even described Stratford in the sixteenth century as "squalid and illiterate." *Id sane intolerandum.* This is laying hands upon the very ark of the covenant. It is not to be endured! It may be quite true that Stratford was a squalid and illiterate place at the time referred to—indeed, there is plenty of evidence to that effect; but, if so, it must not be said. *Favete linguis.* It makes Mr. Robertson's blood boil. I might have used such epithets with impunity with regard to Bethlehem or Nazareth, because, of course, Jesus was not a "historical" person. But about *Stratford* it is rank blasphemy!

Then there is "post-prandial eloquence." What "frightfulness"! Surely worthy of the Huns! But it so happened that I was speaking of a lady who had made an after-dinner speech about Shakespeare, and published it. She herself says it was an "impromptu speech," and in criticizing some of the statements made therein I speak of the lady's "post-prandial eloquence."¹ I can see no offence here, but Mr. Robertson, so noted for his extremely restrained and temperate and courteous language, apparently includes this expression in the "cloud of invective" which he attributes to me.

Over the other epithets I will not delay. I think they will be found to be abundantly justified by their context. Mr. Robertson, transferring his own feelings to his opponent, in quite characteristic fashion, refers to them as evidence of my "animosity," and then complains that "the rest of us may not even say 'sheer absurdity' or 'cavil' under penalty of having 'ian' added to our names."

Now, I do not know that I have ever complained of Mr. Robertson's habitual characterization of my arguments as "sheer absurdity," or of his equally habitual

¹ See *Is there a Shakespeare Problem?* Appendix C.
designation of any criticism of mine as a "cavil"—an "epithet" of which he is so enamoured that he repeats it thrice on two successive pages (pp. 564–65). I have not complained—far from it—of such delightful pleasantries as his reference to that "amazing argument" of mine, which he will "leave standing in its naked absurdity"—an argument which is but "a tissue of error and paralogism." I have recognized such things as just "pretty Fanny's way"—as the habitual style of this very gentle perfect knight; a style which is, of course, neither "embittered" not "invalid," and which stands in need of no "pathological" excuse. I have, however, ventured to suggest that an argument is not necessarily "absurd" just because Mr. Robertson chooses to call it so, nor is a serious criticism properly described as a "cavil" just because this refined and sensitive controversialist is so taken with the word that he scatters it at random over his pages.

As to Mr. Robertson's complaint with regard to the suffix "ian," I do not quite understand his objection to it. It is applied without offence to greater men than Mr. Robertson. If we may say "Shavian," surely we are at liberty to say "Robertsonian"! Are we to suppose that Mr. Robertson looks upon such an expression as another opprobrious epithet to be classed with what he calls my "invective"? If not, where is the "penalty" of which he speaks?

But Mr. J. M. Robertson's complaint of my epithets surely comes somewhat strangely from Mr. J. M. Robertson! *Quis tulerit Gracchos de seditione querentes?* It was in view of his own unrestrained controversial style that I wrote (*Is there a Shakespeare Problem?* p. 10): "Here let me say that Mr. Robertson has been so very frank and outspoken in his expression of opinion concerning my views and arguments that he has relieved me of all necessity to mince my words when dealing with his book. If, therefore, my language should be found to be somewhat vigorous at times, he will, I am sure, recognize in it that sincerest form of flattery which consists of imitation."
Mr. Robertson, having styled my argument "the most consummate paralogism in the literature of biography," is now pleased to speak of my "indignation" over his use of such a term; and he once more, with that exquisite good taste of his, assures his readers that "the pathological solution" is sufficient to account for it. Yet, in truth and in fact, as he well knows, I have never written or spoken a word to justify the imputation to me of such a feeling as "indignation"—save the mark!—on account of this characteristic pronouncement of his. That is just one of his "many inventions," and "paralogism" is just one of those long and imposing words which are dear to his heart because they give such an air of erudition to his writings—a word suggestive of scientific learning; a word to "tickle the groundlings" withal. Most critics would be content to speak of my arguments as "fallacious," if they so regarded them. But that, of course, would not do for Mr. Robertson. He must needs have a fine impressive "dictionary" word, such as "paralogism"! I should be the last to complain of such a word, so applied, nor have I ever done so. I have merely smiled.

But ohe, iam satis. "Time is our tedious song should here have ending," and I will conclude this booklet as I concluded my second article in the Literary Guide:

"I now leave the Right Honourable gentleman to chew the cud of his 'exposure'—whether of me or of himself I leave it to my readers to say. Notwithstanding the extreme bitterness and irritation with which he writes, I feel grateful to him for giving me this opportunity of demonstrating (1) how entirely unsubstantial are the charges which he has brought against me, and (2) how wholly imaginary are his pretensions to instruct us on any question of Shakespeare's legal or classical knowledge. The cobbler should, really, stick to his last."