SHAKESPEARE'S ALLEGED BLUNDERS IN LEGAL TERMINOLOGY.

Mr. William C. Devecmon of the Maryland bar has written an extremely interesting book* to establish the proposition that Shakespeare was not trained to the law. His arguments are strong and well expressed. But he is not so successful in the attempt in his last chapter to set forth "Some of Shakespeare's Errors in Legal Terminology." We propose to examine briefly his allegations as to this matter. The instances he cites of supposed inaccuracy are as follows:—

I. *Queen.* Tell me what state, what dignity, what honor
Canst thou *demise* to any child of mine?
King Richard. Even all I have; ay, and myself and all,
Will I withal endow a child of thine.
—*Richard III,* IV, iv, 248-251.

Upon this passage Mr. Devecmon comments, "Dignities and honors could not be demised;" and he cites Comyn and Blackstone.

We answer. 1. If we interpret the word "demise" in its technical sense, the queen, who asks the question implying the negative, speaks correctly. King Richard cannot so "demise" them.

2. But if Shakespeare, after his wonted manner, uses the word in something like its root sense (send down or away, transfer, transmit), like "endow" two lines later (in the sense of equip, furnish), again we say the phraseology is accurate enough. In neither word does he imply a technically legal process.

3. If it be a mistake, is it not a very natural one in the mouth of the queen not learned in the law? It may impart verisimilitude.

II. *Hamlet.* Besides, to be demanded of a sponge! What *replication* should be made by the son of a king?—*Hamlet,* IV, ii, 12, 13, Sprague's Edition.

In Re Shakespeare's "Legal Acquirements." Notes by an unbeliever therein. By William M. Devecmon, Esq., A.M., of the Maryland Bar. The Shakespeare Press, New York.

Says Devecmon, "A very few days, or, at most, weeks, of practical training in a lawyer's office, would have sufficed to teach Shakespeare that this is an incorrect use of the word 'replication.'" He adds, that, in the technical language of the law in pleadings, a "replication" is the "plaintiff's reply" to the defendant's "plea."

Answer. 1. This is not "in the course of pleading." Shakespeare uses "replication" precisely as Chaucer had done more than two hundred years before in his *Knight's Tale* (line 1846, Gilman's edition) in the sense of "reply"—

> My wyl is this, for plat conclusioun
> Withouten any replicacioun.

It is found in the same sense in the *Lover's Complaint* (*Passionate Pilgrim,* 1609) and *Love's Labor's Lost,* IV, ii, 16. In *Julius Caesar* (I, i, 44-46, Sprague's edition) we read,

> Have you not made an universal shout
> That Tiber trembled underneath her banks,
> To hear the replication of your sounds?

Here it is manifestly in the sense of "echo," "repetition," or "reverberation."

2. Hamlet, speaking nearly six centuries before the play was composed, can hardly be thinking of the pleadings in Elizabethan courts. He never saw the inside of any "Chitty on Pleadings."

Shakespeare, then, put no mistake in his mouth; but, if he had done so, it would have proved nothing against Shakespeare's knowledge of the law.

III. *Thaliard.* For if a king bid a man be a villain, he is bound by the *indenture* of his oath to be one.—*Pericles,* I, iii, 6, 7.

Says our critic, "Here the oath of allegiance is referred to. The use of the word 'indenture' is entirely out of place."

Answer. 1. This passage is conceded by all the best Shakespearian scholars, or nearly all of them, to be by some other pen than Shakespeare's. His part of Pericles, if he had any hand in its composition, does not begin till we reach Act III.

2. If Shakespeare's, it is reasonable to explain the word as metaphorical, as it surely is in *King John*—

> Upon thy cheek lay I this zealous kiss
> As seal to this *indenture* of my love.—II, i, 20.

In *Hamlet* (V, i, 104, Sprague's edition), and in *I Henry IV,* (II, iv, 44; III, i, 80, 139, 257), "indenture" is used in its strict legal

sense, showing that Shakespeare was fully aware of its technical signification.

3. The last scene in *Pericles* takes place in the Temple of Diana at Ephesus. Is it not preposterous to expect a lord of Antioch in that play, some hundreds of years B. C., to use with scrupulous precision the law phraseology of Shakespeare's age?

IV. *Hotspur.* Methinks my *moiety,* north from Burton here,
In quantity equals not one of yours.—*I Henry IV,* III, i, 96, 97.

"Some modern lawyers and text-writers," remarks Devecmon, "use the word 'moiety' as inaccurately as Shakespeare, as though it could mean a third or any part."

Answer. 1. "Moiety" here refers to a third part. It seems to have been rarely if ever restricted to the mathematical half.

2. Eight times in Shakespeare (e. g. in *Hamlet,* I, i, 90, Sprague's edition) the word is used as the equivalent of "portion." It is the French *moitié* from Lat. *medietas,* and, like Lat. *medius* and Eng. *mid,* does not necessarily imply division in the exact middle. "Half" was also vaguely used by the old writers for "side" or "part," as we now often use the word "quarter." Thus Chaucer has, "On foure halvës of the house about." *Miller's Tale,* Gilman's edition, line 3481.

The freshman could quote good authority for his translation of the first sentence in Caesar's *Commentaries,* "All Gaul is quartered into three halves!" Says Moberly, "The word 'moiety,' like 'halb' or 'half,' originally means only a part; as *desshalb* and similar German words show."

V. *Queen Katherine to Wolsey.* I do believe,
Induced by potent circumstances, that
You are mine enemy, and make my *challenge*
You shall not be my judge.—*Henry VIII,* II, iv, 74-77.

"To challenge," declares our critic, "is to object to those who are returned to act as *jurors.* The *judge* was not subject to challenge."

Answer. 1. To "challenge" in Shakespeare is found at least eighteen times in the sense of to "claim as of right." Very likely therefore it is so used here. It would suit the context perfectly.

2. This court is ecclesiastical rather than secular, an extraordinary tribunal, proceeding by canon rather than by common law. The two cardinals, Wolsey and Campeius, are at once judge and jury. If the queen has in mind the usages of law trials, the word "challenge" is nevertheless felicitous.

3. But if not so, this Spanish-born Katherine, who is laboring under tremendous excitement, and who is not versed in hair-splitting legal distinctions, may be excused for using the word without technical accuracy. It may well mark her extreme agitation.

VI. *Horatio.* Our valiant Hamlet * * *
Did slay this Fortinbras; who, by a sealed compact,
Well *ratified* by law and heraldry,
Did forfeit with his life. * * *
—*Hamlet,* I, i, 85-87, Sprague's edition.

Quoting from Rapalje & Lawrence's Law Dic., Devecmon says, "'Ratification' is where [*sic*] a person adopts a contract or other transaction which is not binding on him because entered into by an unauthorized agent." In this passage, says Devecmon, "well ratified by" means "strictly in accordance with." He adds, "As a legalism its use is out of place."

Answer. 1. The burden of proof that "well ratified by" is "out of place" is on the critic. King Hamlet, probably by his ambassador, made a compact with Fortinbras, King of Norway. Before this compact could become binding, it had to be "ratified" by King Hamlet. What evidence have we that it was not so "ratified?" If, then, the word is to have its technical sense, it is in all probability correct.

2. But if it is not to bear its technical meaning, what valid objection can be offered to its use? Shakespeare is much given to employing words in their radical sense. ("Ratified," from Lat. *ratus,* fixed, and *fac* to make, *fi-* to be made, is equivalent to *confirmed*). In the sense of "confirm, sanction, or make valid," he uses it at least seven times (e. g. *Macbeth,* III, vi, 33, Sprague's edition; *Tempest,* V, i, 8, Sprague's edition). Skelton has it to the same effect in his *Colin Clout* (1520), Levins in his *Manipulus Vocabulorum* (1570), Bacon in his *Political Fables* (1605). Why should not Shakespeare in the passage quoted from *Hamlet?*

3. Horatio, the Dane, six centuries before, could hardly be expected to be familiar with the legal terminology of Littleton, Coke, and Selden.

VII. *King Claudius.* Therefore our sometime sister, now our queen,
The imperial *jointress* of this warlike state * * *
—*Hamlet,* I, ii, 8, 9, Sprague's edition.

On this passage Devecmon quotes "Co. Litt." 46: "Jointress, a woman who has an estate settled on her by her husband, to hold

during her life if she survive him." He comments,—"Queen Gertrude could have neither a dower nor a jointure in the Kingdom of Denmark."

Answer. 1. King Claudius in the eleventh century, courting popularity, and not having the fear of English or American lawyers before his eyes, uses both the word "imperial" and the word "jointress" with poetic vagueness, yet with a deceitful assumption of right, as if Gertrude were indeed an *empress dowager*. The phrase "imperial jointress" is adroitly used, and it shows Shakespeare's deep insight into the king's cunning.

2. If not so, the word, being quite rare, may well be used, as most commentators claim, simply for "sharer, partner, joint occupant."

VIII. *Boyet.* So you grant pasture for me [*offering to kiss her.*]
Lady Maria. Not so, gentle beast.
My lips no *common* are, though *several* they be.
—*Love's Labor's Lost,* II, i, 221, 222.

Devecmon asserts, "Shakespeare doubtless knew that one cannot at the same time hold a thing in common and in severalty; and if so, he here sacrifices his knowledge for a mere play on words, which I fancy a professional pride, if he had any legal training, would not have permitted him to do."

Answer. This is a question not of knowledge but of taste. Would Shakespeare, if he had been a trained lawyer, have perpetrated such puns? Perhaps not. The study of the law has a solemnizing effect, and might well prevent total depravity from outcropping in that particular form. But why not let Lady Maria have her little joke, catching at the words "common" and "several" that she has sometimes heard? "My lips are *several* [more than one in number], but not *common* [for more than one kisser!] No blunder here.

IX. *King Henry.* I here *entail*
The crown to thee and to thine heirs forever.
—*3 Henry VI, I, i,* 194, 195.

Devecmon. "Senator Davis admits an inaccuracy here. * * * This is an attempt to grant the crown, subject to a condition subsequent."

Answer. 1. The king is excited. In his distress he utters words too strong, "entail" for *bestow, yield, relinquish.* He

is in no mood to choose or weigh his words. His incorrectness shows his agitation. The inaccuracy in this light is a beauty, not a blemish.

2. If we still insist that the inexactness is the result of ignorance, we may well remember that many of the best scholars deny that Shakespeare was the author of this passage. Fleay assigns it to George Peele.

X. *King Navarre.* You three, Biron, Dumain, and Longaville,
Have sworn for three years term to live with me,
My fellow scholars, and to keep those *statutes*
That are recorded in this schedule here.
—*Love's Labor's Lost,* I, i, 15-18.

Devecmon. "The word 'statutes' is here used to mean simply articles of agreement. It has no such meaning in law."

Answer. 1. If such be indeed the meaning here, the word may be used with poetic exaggeration, to make the agreement seem more *imperative.* The phrase "keep statutes" is biblical and has an odor of divine authority (*Ps.* CXIX, 5, 8, etc.).

2. Inasmuch as "statutes" is here interchangeable with "decrees" (line 117), "law" (line 127), "laws" (153), we infer *a priori* that the so-called "agreements" are expressed in the form of *rules.* Accordingly we find the proper statute form in lines 119, 120; "No woman shall come within a mile of my court;" also in lines 128-130; "If any man be seen to talk with a woman within the limit of three years, he shall endure such public shame as the rest of the court can possibly devise." Is not the word "statutes" exactly right?

XI. *Adriana.* Why man, what is the matter?
Dromio of Syracuse. I do not know the matter: he's
'rested on the case.—*Comedy of Errors,* V, ii, 42, 43.

Devecmon. "He was not arrested on the case. Civil actions at law are broadly divided into two classes; actions *ex contractu* and actions *ex delicto.*" Devecmon implies that Shakespeare did not realize the difference.

Answer. 1. The clown probably means simply that his master is arrested, the words "on the case" not meaning necessarily in an action of tort, but in a suit or matter at law.

2. But if we must interpret more technically, we must remember that here apparently was *fraud.* A man obtains from a jeweler a gold chain, and almost instantly not only refuses to pay for it, but

denies stoutly that he has received it! The circumstances seemed to justify arrest "on the case."

3. But suppose the clown really blunders in his law terms. What then? If in far away Ephesus, a thousand or two years ago, a clown is made by Shakespeare to use incorrectly a phrase of English litigation, shall we impute it to the dramatist's ignorance?

Further to discredit Shakespeare's acquaintance with legal usages, he remarks, "Justice must be administered in a very primitive style, where one who claims that another is indebted to him can call an officer, and say, 'Here, officer, this man owes me money, arrest him.'"

Answer. 1. This was not a case of mere indebtedness.

2. What evidence have we that the law in Ephesus did not permit such summary action?

3. What evidence that the policeman never overstepped his authority?

XII. *Canterbury.* For all the temporal lands which men devout
By *testament* have given to the church.
—*Henry V, I, i,* 9, 10.

Devecmon. "The use of the word 'testament' is here incorrect. A testator bequeaths *personal* property by a 'testament;' he devises real estate by a 'will.'"

Answer. 1. A little later in his book, pp. 47, 48, Devecmon admits the general identity of "will" and "testament." He says—"Will or testament (which latter word is essentially identical in meaning with 'will'). *Testamentum ex eo appellatur, quod testatio mentis sit.*" Cotgrave in his *Dictionary* (1660) makes them to mean the same. So Shakespeare repeatedly; e. g. *Julius Caesar,* III, ii, 128, 152, Sprague's ed.; *As You Like It,* I, i, 62, 68, Sprague's ed.

2. The archbishop who is speaking (A. D. 1414), would naturally, after the manner of prelates, use the Latin or Norman French "testamentum" or "testament" rather than the Anglo-Saxon "will," to characterize a "solemn declaration in writing."

XIII. *Antony.* Moreover he hath left you all his walks,
His private arbors, and new-planted orchards
On this side Tiber, he hath *left* them you
And *to your heirs* forever.
—*Julius Caesar,* III, ii, 246-249, Sprague's ed.

Here Devecmon would criticise adversely the omission of the word "devise," and the insertion of the expression "to your heirs forever."

Answer. 1. The Roman populace that Antony was addressing would not have understood the technical word "devise." The speech, being intended for immediate effect, is characterized by extraordinary simplicity of language.

2. The words "to your heirs forever" are artfully introduced to make the illiterate crowd feel keenly that Caesar was a real benefactor not only to them but to their children and all their posterity. Felicitous rather than unfortunate are that omission and that insertion.

XIV. *Shylock.* Go with me to a notary: seal me there
Your *single bond,* and in a merry sport,
If you repay me not on such a day,
In such a place, such sum or sums as are
Expressed in the condition, let the forfeit
Be nominated for an equal pound
Of your fair flesh, to be cut off and taken
On what part of your body it pleaseth me.
—*Merchant of Venice,* I, iii, 134-141, Sprague's ed.

Devecmon. "It is hardly conceivable that any lawyer, or any one 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.'"

Answer. 1. The bond spoken of by Shylock to entrap Antonio has a condition inserted merely "in a merry sport." Such a condition is *ipso facto* null and void, tantamount to no condition.

2. Shylock speaks as a Venetian Jew hundreds of years before the English jurists had made known to the world the definition of "single bond."

3. It is but fair to interpret the words in their natural and obvious rather than their technical and esoteric sense; a "single bond" being, as nearly all the best critics agree, a bond with the single signature of the obligor, i. e. without surety.

In the foregoing comments we have repeatedly called attention to a fact of importance which Mr. Devecmon strangely seems to forget; viz., that in no one of the cited cases was Shakespeare bound to make his characters use with precision the technical phraseology of English law. Had he attempted so to do, he would have shown himself an unskilful dramatist violating the very first principles of playing, "Whose end, both at the first and now, was and is, to

hold, as 'twere, the mirror up to nature, to show Virtue her own feature, Scorn her own image, and the very age and body of the time his form and pressure." (*Hamlet,* III, ii, 19-22, Sprague's ed.)

Especially in the great court scene (*Mer. of Ven.,* IV, i, 160-385, Sprague's ed.) does brother Devecmon arraign Shakespeare; thus:

"In this play Shakespeare not only manifests his lack of knowledge of the technique of the legal profession: he shows a profound ignorance of law and of the fundamental principles of justice. Portia makes five distinct rulings which are bad in law, in logic, and in morals."

Let us glance at the specifications under this sweeping charge. The first four are as follows:—

1. "Portia decides that the contract (for the forfeiture of the pound of flesh) is lawful, and that Shylock has a right to the penalty."

2. "The court, having pronounced judgment and awarded execution, tells Shylock that he himself must execute the judgment."

3. "Shylock says he will accept the tender of thrice the bond; but Portia answers, 'Thou shalt have nothing but the forfeiture,'" and,

"If thou tak'st more
Or less than a just pound * * * thou diest."

4. "This remarkable judge then rules that Shylock has forfeited the principal of his debt because he has refused a tender."

Answer. We may freely admit that these four rulings are contrary to English law and precedent. Devecmon is at some pains to show this. But such showing is irrelevant. English procedure is out of the question.

Shakespeare is faithfully reproducing the substance of a scene set forth in an Italian novel, *Il Pecorone,* composed more than two hundred years before he began to write, and describing what took place in Venice in some indefinite past age. In that novel, the court, perhaps following the old law of the *Twelve Tables* of Rome, to which a realistic interpretation was then given by scholars generally, granting to creditors the right to cut up insolvent debtors [*Qui non habet in aere, luat in cute!*]—the court, after apparently recognizing the legality and validity of the contract, appeals in vain to the Jew for mercy to the bankrupt debtor. Then the court addresses the Jew, "Do you cut a pound of this man's flesh where you choose." At the instant when the Jew was to begin cutting, the judge inter-

posed with, "If you take more or less than a pound, I will order your head to be struck off; and besides, if you shed one drop of blood, off goes your head." Next, the Jew makes successive attempts to get 100,000 ducats, 90,000, 80,000, etc., but the judge flatly refuses. "Give me at least my 10,000 ducats" [the principal], says the Jew. The judge replies, "I will give you nothing: if you will have the pound of flesh, take it: if not, I will order," etc.

We must again insist that these crude proceedings of a court held perhaps five hundred or a thousand years ago are not intended as a picture of an Elizabethan tribunal scene, but that the dramatist, while following English usage sufficiently to make his audience understand what is supposed to be taking place, is really in imagination in mediæval Venice, giving "the very age and body of the time his form and pressure." The same fact must be borne in mind in considering the fifth specification under Devecmon's charge against Shakespeare, of ignorance, unreason, and injustice; viz.,—

5. "The court quickly resolves itself into one of criminal jurisdiction, and the Jew's life and goods are declared forfeited." This is one of those particulars in which Devecmon holds "that the trial scene disregards all ideas of law, justice, and morality for mere dramatic effect."

Answer. Although this particular feature is not in the Italian novel on which, as we have seen, Shakespeare constructed a great part of the trial scene, it, as also the other proceedings, finds a close parallel in a case narrated by Mr. John T. Doyle of California in the *Overland Monthly* of July 1886 (partly reproduced in Furness's *Variorum Edition* of *Merchant of Venice,* pp. 417-420). Let us premise some particulars. Sojourning for some months in the city of Granada, Nicaragua, in 1851 and 1852, Mr. Doyle became involved in half a dozen lawsuits, in several of which the five following steps occurred:—

1. The magistrate (Alcalde) "directed some one present to go and call the plaintiff into court. So (*Mer. of Venice,* IV, i, 14) the duke sent for Shylock, "Go and call the Jew into court."

2. The facts being agreed upon, the judge in Nicaragua announced that he proposed to submit the case to a practicing lawyer, a jurisconsult, unless competent objections were made. In like manner (*Mer. of Ven.,* IV, i, 100, 101) we hear the duke say, "Bellario, a learned doctor, whom I have sent for to determine this." Bellario, being ill, despatches the disguised Portia to act in his stead,

if accepted (*Mer. of Venice,* IV, i, 153-156, Sprague's ed.). The duke graciously accepts the substitute, saying, "You are welcome; take your place" (IV. i, 161).

3. The plaintiff, too, must distinctly accept the referee. After some delay Shylock does this with emphasis (IV, i, 229-231)—

> "I charge you by the law,
> Whereof you are a well-deserving pillar,
> Proceed to judgment."

4. One condition further must be fulfilled to give the new judge complete jurisdiction; the defendant also must formally assent. Antonio does it cordially (IV, i, 234, 235)—

> "Most heartily I do beseech the court
> To give the judgment."

5. Another curious coincidence comes to light between the custom in Spanish-American countries and that exemplified in Venice; as we may fairly infer from what takes place in IV, i, 397-444. Mr. Doyle tells us that the custom of the country (*costumbre del pais*) required that the successful party, in a suit in which such *amicus curiae* was called in, should bestow on the referee a *honorarium* ("gratification" they called it) for his services. It was $200 in Doyle's case. Similarly the duke suggests, "Antonio, 'gratify' this gentleman" (IV, i, 397). Three thousand ducats are accordingly offered the brilliant jurisconsult, Portia. She declines the money, but takes in lieu of it gloves and a precious ring.

6. We come now to what Devecmon regards as "the climax" of ignorance or illegality, the sudden assumption of criminal jurisdiction by this court. Mr. Doyle's parallel case is in brief outline as follows:

"A question arose in this city as to the disposition of the estate of a gentleman who had been slain at Mazatlan [Mexico] in an encounter with his partner, while discussing in anger the state of their accounts. There had been a trial over the case in Mexico. The surviving partner put forward claims before our court, which caused me, in behalf of the next of kin of the deceased, to send to Mexico for a complete transcript of the judgment record there." [Mr. Doyle here gives an account of the official inquiry as to the cause of death. The inquiry was made before the Alcalde, who conducted the inquiry with evident partiality to the survivor. At the conclusion the Alcalde acquitted him. Intermediate proceedings

took place.] "The Fiscal (State's Attorney), on behalf of the State, intervenes, and appeals to the Supreme Court. There the witnesses are re-examined; they contradict each other badly, and break down * * * The judgment below is then reversed, the defendant sentenced to death, and the Alcalde, before whom the trial had been had below is sentenced to pay a fine of $100 for his partiality and misconduct!"

There is no reason to suppose that this Mexican case is a solitary instance. A sufficient investigation would probably reveal the fact that in all the Spanish-American nations, and very likely in all of those of southern Europe, at least in their early stages, courts of justice, like Turkish cadis to-day, freely exercised equity, civil, and criminal jurisdiction.

How Shakespeare came to know of these customary forms, or, if he did not know of them, by what strange accident he lighted on them, is a mystery. Mr. Doyle remarks, "If Shakespeare knew nothing of Venetian law, there was no great improbability in assuming it to resemble that of Spain, considering that both were inherited from a common source, and that the Spanish monarchs had so long exercised dominion in Italy." Let us at any rate be slow to charge him with ignorance. "The range and accuracy of his information," says Lowell, "were beyond precedent or later parallel."

Like many before him, Devecmon charges Portia (i. e. Shakespeare) with "cruelty" towards Shylock, "cruelty surpassing that of the thumb screw or the 'rack,' in making him 'abandon the cherished religion of his fathers and his race, and embrace the hated religion of the Christian.'" Such critics forget that, according to the current belief in those remote ages and even in Shakespeare's day, instead of cruelty, the greatest possible kindness was shown to Shylock, rescuing him as a brand from the burning. They verily believed that, by professing Christianity and receiving baptism, he would be saved from endless damnation and made sure of an eternity of bliss!

Devecmon accuses Portia's rulings as being "bad in morals," aside from the law. Here is a man who for three months has had murder in his heart, and has often gloated over the anticipated joy of killing the irascible yet sweet-souled Antonio. He has come in order to perpetrate the horrid deed in open court. There, in presence of the duke, he has whetted the knife to cut out Antonio's heart. He has scouted the pathetic appeals of the duke and of Portia for

mercy. He has produced the scales which he has brought into court to weigh the flesh. He has fiercely avowed his fixed intent. He is impatient to spring like a tiger upon his meek victim. He has broken the law of Venice and of God. He has forfeited life, prosperity, and liberty. Yet he is instantly pardoned. He is set free. He is allowed to retain half of his ill-gotten millions, to do with them as he pleases. The other half is held in trust for his daughter and her husband, the whole to be theirs upon his death.

Says Devecmon, "We feel little pity for Shylock, but our sense of reverence for the law is shocked—the majesty of the law is degraded."

But what "majesty of law" is upheld when a contract *contra bonos mores* is allowed to be enforced? Such Devecmon concedes this to have been, quoting the familiar maxim, *Ex turpi causa non oritur actio.* The law of the *Twelve Tables,* which we have quoted, and which in the remote past was interpreted to permit the creditors to cut an insolvent debtor in pieces, was very likely in Shakespeare's mind. He applies a crucial test. He shows its sharp antagonism to "the higher law;" that,

"Mercy is above this sceptred sway."

Never again, in England at least, could a law authorizing murder seem valid. It was high time that some one should show that when man's law squarely conflicts with God's law, man's must give way.

"Majesty of Law!" Would it, then, have vindicated the wicked law, or made it more revered, if Portia had permitted the butchery of Antonio? "We have a law, and by that law he ought to die," said some of the ancestors of Shylock (*John,* xix, 7), and the greatest crime of all the ages was perpetrated, it was claimed, in strict accordance with law!

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