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The Merchant Antonio,
Elizabethan Hero

by R. MARK BENBOW

One of the difficulties with The Merchant of Venice is that attention has understandably been captured by Shylock, and consequently the focus of the play has been distorted by a tendency to treat Shylock as hero. That Shakespeare was intrigued by the possibilities of Shylock is evident, and Shakespeare's rendering of the stock figure suggests a growing interest in the problem of the hero-villain which was to manifest itself fully in the heroes of the late tragedies and which had already manifested itself in Richard III. But, however sympathetically Shakespeare may have treated Shylock, his role in the plot is clearly that of villain. Equally clearly, Antonio is the titular hero while Bassanio is the romantic hero. Of the two heroes there is a tendency to ignore Bassanio. At best, he is uninteresting to a modern audience, at worst repellent. Bassanio is, nevertheless, an engaging young man on the make; and his activities would have been seen as normal and certainly not as reprehensible to the Elizabethans. Indeed, for the Elizabethan audience he would have been the matinee idol. If we may grudgingly accept Bassanio as the romantic hero—after all he does win the lady—we are still put off by Antonio. For the modern audience the unanswered question is what there is about Antonio which would interest an Elizabethan audience and which would make him a hero.

The crucial fact about Antonio is that he is a merchant. Normally, an Elizabethan merchant was identified by his company. He was a draper, a mercer, a leatherseller, or a member of one of the other established liveried companies. The company label was used even if the man was engaged in trade outside his normal occupation. For example, Sir William Allyn, an alderman who began his career as a leatherseller and who was translated to the Mercer's Company, was known as a mercer even though he was in 1567 primarily an importer of prunes, raisins, and almonds—imports associated with grocers. There was no company of merchants. At times the term “merchant” may have been used as an abbreviation for “merchant-tailor,” but more frequently it seems to have been used generically to describe those who were not necessarily members of a particular livery company but who were engaged in trade. Such men might have been members of the Merchant Adventurers or
of one of the other trading companies.\(^1\) Thus, to call Antonio a merchant is to generalize him and to connect him with the larger issues of commercial activity.

In the trial scene Portia confronts the court and asks, "Which is the merchant here? and which the Jew?" (IV, 1, 170).\(^2\) Given the difference in dress, the question is rhetorical; but it serves to remind the audience of the basic similarity between the two men, that both are engaged in commercial activity. Moreover, in an examination of the play the reader realizes that it is the commercial activities of the Antonios and the Shylocks which have made possible the Golden World which is Venice. This world is clearly not the pastoral world of *As You Like It* where the complexities of civilized society are simplified and idealized. Rather, in *The Merchant*, Shakespeare focuses upon the splendor of a commercial world where wealth is ultimately a social force which creates a gracious and opulent society. Throughout the play Shakespeare dignifies the grubby business of making money. Salerio’s opening speech transforms the dangers and hardships of shipping into the civilized courtesy of social interchange:

\[
\begin{align*}
\text{your argosies with portly sail} \\
\text{Like signiors and rich burghers on the flood,} \\
\text{Or as it were the pageants of the sea,} \\
\text{Do overpeer the petty traffickers} \\
\text{That cur'sy to them (do them reverence)} \\
\text{As they fly by them with their woven wings.} \\
\end{align*}
\]

(I, 1, 9-14)

Because of its commercial wealth Venice has an environment which supports the idleness of the young men who speak "an infinite deal of nothing" (I, 1, 114). For the Venetians money is spent less to stimulate the economy than to produce an environment of leisure. It is easy to see Venice and Belmont as removed from reality and to insist on their romantic distance. This romantic distancing is one of the facts of the play, but it should not obscure the evident analogy with London. If Elizabethan London was no Venice, compared with other English towns it was munificent. It was not merely a matter of size—London was probably at least twenty times larger than Norwich, the second largest town; rather, what set London apart was that it had become the center of commerce, and its proximity to Westminster and the court gave it additional glamour. Shakespeare is concerned in *The Merchant of Venice*

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1. There is some evidence to suggest that the City was concerned with the number of freemen engaging in trade rather than in their traditional occupations. According to London custom, membership in a livery company did not restrict occupation. In granting freedom by redemption, the Court from the late 1580's occasionally specified that an applicant might be admitted to freedom but that he must not practice trade, *e.g.*, Repertories of the Court of Aldermen (City Record Office, London), XVI, 228; XVII, 205, 295, 424 (hereafter referred to as "Repertories" with citation by volume and folio).

with the golden world which is created by wealth and with the men and their activities which have made such a world possible. At its best the golden world can provide a creative environment where human beings can realize their humane potential; at its worst, the golden world can be sterile, repressive, and destructive of humane values.

The argument here is not that Shakespeare is an economist nor that the play is an economic tract, but rather that the play is responding to economic issues which for the Elizabethans were more than economic. One of the curious Renaissance characteristics of Shakespeare's sonnets is their equation of love and economics and their use of economic metaphors to express the love relationship. In discussing the sonnets, Ernest Hubler has distinguished between the economy of the open heart and the economy of the closed heart. In the first case wealth is used "frankly," freely and naturally, with no concern for the profits which may accrue to the investor. In the second case wealth is used for self-interested profits. The young man, who is "the beauteous niggard" of sonnet four, is paradoxically accused of being unthrifty in his miserliness. Ultimately, his self-centeredness is destructive and "entombs" his "unused beauty." What is involved in sonnet four and in others of the procreation sequence is the problem of "usuance," of usury. The immediate relevance of usury to The Merchant should not, however, obscure other implications of the economic imagery.

The imagery of the sonnets contrasts and sets in tension the conflicting economic theories which R. W. Tawney, for one, has described in his books, The Acquisitive Society and Religion and the Rise of Capitalism. On the one hand there is the medieval theory that economic interests are subordinate to the real business of living and that economic conduct is merely one aspect of moral, personal conduct. In an organic, interdependent society social well-being exists in so far as each person performs his functions and enjoys his rights. Each individual flourishes in a community of reciprocal relationships. On the other hand, there is the modern theory which sees society as the expression of economic self-interest and which is characterized by the profit motive. Although both theories were operative in Elizabethan London, modern interest in the rise of capitalism has ignored the conservatism of the city government which was based upon earlier theory. An examination of the Repertories of the Court of Aldermen or of the Journals of the Common Council reveals that the city fathers sought to morally regulate their commonweal. In a proclamation issued the third of November 1573, the Lord Mayor announced the fixing of prices because "prices of diverse things be dayly enhaunceth by reason of gredy desire of some

people to their own pryvat lucar and gayne and not of any iuste or
good cause." The language here is formulaic and polemical, but the
rhetoric should not obscure the underlying assumptions. The conserva-
tivism of the Aldermen's Court is most easily seen in its attempts to con-
trol prices and to achieve the "just" price for both buyer and seller.
For the Court regrating and forestalling were "misdemeanour[s]" to-
wards the commonwealth (Repertories, XV, 469); and its concern ex-
tends beyond the mere illegality of such actions. If the Court was not
always consistent nor persistent in exercising its authority, the Court did
assert itself during periods of economic crisis. The Court accepted
the responsibility of providing corn and meal at reasonable prices for the
community and of guaranteeing that the necessities for survival were
available. In February, 1579, in the midst of extreme cold weather
which hindered the transport of food into the city, the Lord Mayor is-
sued a precept to the aldermen directing them to call all householders
and to charge them to forbear the excessive banqueting usual "to this
time of year" out of "charitable regarde to the maintenance of the whole
socyetye" (Journals, XX, 464v). Moreover, the Court sought to arbi-
trate business and commercial disputes and to achieve morally just
resolutions for defendants and plaintiffs. If, as shall be seen, the Court
would not abrogate the law, the Court was responsive to the community.
Behind the cliched and formulaic language of court orders and city
proclamations lies an attempt to realize the moral theories of the organic
society.

Within the context of the larger commercial issues it is possible to
argue that The Merchant of Venice is dramatizing how human beings
may employ not only their money but themselves. To be engaged in
commercial activities is to be an adventurer; and the verbs "to adven-
ture," "to venture," and "to hazard" are crucial ones for the play. They
are used to describe not merely the commercial activities of Antonio and
Shylock but Bassanio's romantic adventures as well. Indeed it could be
argued that the festive activities of this comedy lie in a willingness to
adventure one's self without respect to possible profits. To do so is
merely an extension of the economy of the open heart. Antonio, as
merchant, is a fitting hero who embodies the generic problems which
will be explored in the particulars of the romantic plot.

In I, 3, commercial issues are used to define the inciting action of the
play and to provide the motivation for Antonio and Shylock. The
modern audience is often taken in, as Grebanier points out in The Truth
About Shylock, by Shylock's accusations of anti-Semitism; but, if

5. Journals of the Common Council (City Record Office, London), XX, 82v (hereafter
referred to as "Journals" and cited by volume and folio number).
6. The City was particularly concerned with the regrating of the basic commodities
of food and fuel and, in periods of scarcity, would threaten to imprison regrators "for
thre dayes thre nightes without bayll or maynpryze" (Repertories, XIV, 139).
Shylock hates Antonio because he is a Christian, he hates him "more, for that in low simplicity / He lends out money gratis, and brings down / The rate of usuance here with us in Venice" (I, 3, 38-40). The real conflict in the bond plot derives from the way in which money is lent. The audience is expected to contrast Antonio's frank offer of assistance to Bassanio in the opening scene with Shylock's bargaining in the third scene. Shakespeare emphasizes this conflict in the puns on "kind" and "kindness" which occur throughout the third scene. "Kind" may mean "compassionate," but for Shakespeare and the Elizabethans the root meaning of the word is "natural." In The Merchant of Venice the conflict can best be expressed by the tautological construction "to be kind is to be kind." Since man is by nature human, to be kind or natural is to be human; and ultimately to be human is to be humane. Within the play humanity, humaneness, is demonstrated by the economy of the open heart; and it is this humanity which Antonio represents.

The central issue in the inciting action is that of usury; and it is necessary to distinguish between fact and theory. The concept of usury is an old one. In the Judaic tradition usury per se was accepted but its practice was restricted. The reprehensibility of usury was determined by the relationship of the lender to the person to whom the loan was made. The distinction was drawn between brothers and strangers. The class of brethren included friends and was reinforced by the sense of religious solidarity. It was reprehensible to charge interest of one's brother. The class of strangers included those with whom only business was transacted, those foreign traders who might justifiably be charged interest. In the Hellenic tradition attitudes toward usury were complicated by Aristotle's pronouncements. In everyday transactions usury was practiced, but the practice was relatively new to Aristotle since commercial trade was just replacing an earlier barter economy. As a conservative, Aristotle emphasizes the meanness of the new economy and its practice of usury; but his chief objection comes from his concept of the nature of money. For Aristotle money was not natural and, therefore, not subject to growth. To make money breed was unnatural, perverse, and immoral. Although Aristotle was both naive and conservative in his analysis, his influence extended into the middle ages. Aquinas quotes Aristotle and insists upon the unnaturalness of usury. The church, however, accepted the reality of commercial activity and the need for borrowing and lending. Men might lend money with the understanding that they would share both the profits and the losses involved in the business venture, but men must not expect a certain rate of return regardless of the success or failure of the venture. The church, thus, distinguished between the personal involvement of the lender and what was, for the church, the sale of time—the lending of money for a stated period of time for profit. The latter was pure interest. The technical distinctions
were often obscured in the polemics of the arguments, and popularly usury was seen as perverse.\(^8\)

In England usury was prohibited until 1545 when a statute (37 Henry VIII, c. 9) was enacted which permitted usury up to a rate of ten per cent. During the first parliament of Edward VI, this statute was repealed, and the moral and theological arguments were sufficiently strong to prevent re-enactment of a usury bill until 1571. The debate in the House of Commons at the second reading of the 1571 bill is reported by Sir Simon D’Ewes.\(^9\) Clearly the Elizabethan parliamentarian was familiar with the complex of issues; as Mr. Bell said the problem “was for cunning men a fit Theme to shew their Wits and skills upon” (p. 173). Mr. Clarke, drawing upon Aristotle, asserted that Christians and pagans agreed that usury was “ill”; but Mr. Molley countered by arguing that if “every Preacher at all times, following the Letter of the Book, did speak against” usury, nevertheless, it is “convenient, and being in some sort used, it is not repugnant to the word of God” (p. 172). While “excessive taking” has destroyed some “young gentlemen,” the problem lies not in usury but in its excess. To support his argument, Molley cites the example of the Jews whom God “willed they should lend as Brethren together, but unto all others they were at large” (p. 172). Molley does not deny that usury is evil but affirms that “men are men and no Saints, to do all these things perfectly, uprightly and Brotherly” (p. 172). In summing up Molley refers to Beza and Bellarmine and concludes that it is “the biting and over sharpe dealing which is disliked and nothing else” (p. 172). Dr. Wilson, whose *A Discourse Upon Usury* was shortly to be published, rebutted Molley. In Wilson’s “conscience” usury was felony. While Mr. Bell might agree that usury was felonious, nevertheless, men must be punished according to the transgression. In the cases of theft and perjury there are degrees, both of crime and punishment; so with usury. “Though it were a sin, yet it was to be punished here on Earth according to the good or bad, or rather according to the greater or lesser hurt which groweth thereby” (p. 173). If the debate was heated, the bill was finally “committed by Mr. Treasurer and others” and eventually passed.

In the interval between the repeal of the Henrician statute and its re-enactment in 1571, although usury was illegal, there is evidence that usury was practiced.\(^10\) For Elizabethan England usury was an accepted

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9. *The Journals of All the Parliaments during the Reign of Queen Elizabeth* (London, 1852); subsequent references are by page number.
10. In 1568 Queen Mary wrote to the Mayor and Aldermen for a loan of 100,000 marks and promised to dispense with the Act of Usury (*Calender of State Papers, Domestic*, XII, 52); and the dispensation was granted (*Repertories, XIV, 404v*). Later in 1561 the Privy Council issued a license to Aldermen Garrard and Chester to receive 10% interest on a loan of £30,000 to the Crown (*Calender of State Papers, Domestic*, 12, 2). A year later the City authorized Chester to take up £400 for wheat at double usurie because Aldermen John White and Jackman had been unable to raise the sum at
fact, and after 1571 quite legal within the ten per cent limit. The usurer was thus an acknowledged member of society. But if this is so, why then is the usurious Shylock a villain? What is interesting is that Antonio rejects usury and the contemporary compromise with economic facts. If he does so for reasons which seem old-fashioned, Antonio is merely practising the economy of the open heart. Moreover, Antonio's behavior is not a sentimental fiction of the dramatist. Once more the career of Sir William Allyn, the leatherseller who became mercer, is relevant. Allyn had served as alderman, sheriff, and lord mayor; but in the financial difficulties arising out of the wars in the low countries and to meet the cost of his offices, his fortunes had suffered. At the end of his career in the early eighties he was in severe financial straits and conveyed his assets by a deed of gift to his son, William Allyn the younger. In the law suit which dragged through Chancery for five or six years after Allyn's death, the depositions taken by the Masters of Requests are illuminating. Gertrude Delawood of London, a maid aged forty-four, servant to Sir William Allyn, deposed that she did not know "what stocke or trade the said Sir William had to mayntayn his house-keeping after his ladies deceas but his Rents and fines of his landes and his money within the house which was thought to be moch for he could not be persuaded to lend any money to interest." Her testimony to Allyn's unwillingness to lend money at interest is repeated by other deponents. The witnesses may have found Allyn's refusal to engage in usury regrettable, but they do not suggest that Allyn was in any way abnormal.

Among the depositions in the Allyn case is one by William Lawrence, leatherseller, who testified that Richard Morris, ironmonger and long-time friend and business associate of Allyn, had refused the "advantage" when Allyn's mortgage was forfeit to Morris. Morris' refusal of the advantage may reflect his personal relationships with Allyn, but his refusal is paralleled by the actions of the Court of Aldermen in dealing with the £100 debt which Richard Mathewe, cutler, owed the City. The debt arose from Mathewe's involvement in the cleansing of Fleet Ditch and from his inability to collect money from his neighbors as a legitimate assessment. On 6 October 1569 Mathewe petitioned the Court for a clear discharge and forgiveness of the debt or else an extension of time. The Court "lovinglie" granted a four year extension and agreed that "no manner of advantage shall here after be taken against hym the said Mathewe his heires executors or administrators contrarye
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to the forme and true meaninge of the presente graunte” (Repertories, XVI, 507). Clearly there were those in Elizabethan London who preferred to operate frankly and freely without charging interest or engaging in sharp but profitable practices.

The play, thus, mirrors quite accurately the tensions—both theoretical and factual—which were an everyday reality of Elizabethan London. In his relationship with Shylock, Antonio may be seen to embody the complex of issues which were involved in Elizabethan commercial activity; and these issues provide his basic motivation and define his values.

The action initiated in I, 3 climaxes in the trial scene; and, although Portia dominates the scene, it is perhaps unjust to relegate Antonio to the background. After all it is his life which is at stake. Because he is relatively silent, he is easily upstaged. The Elizabethans would have found Antonio’s situation typical and symbolic of the helplessness of debtors and failed businessmen in Elizabethan courts. In the inciting action Antonio stands as sole surety for Bassanio, and his bond is a recognizance which is forfeited by a series of mischances. As a result he is imprisoned and stands trial. If Shakespeare chose to dramatize the situation by insisting on the extreme rigor of the penalty clause, he introduced another factor which intensifies the situation. That Antonio is sole surety is perhaps unusual. In the London Court of Orphans, for example, recognizances for loans of the portions of orphans normally required three sureties besides the recognitor, for the City was cautious in lending money. However unusual the particulars may be, the situation itself is typical. Based upon the evidence of the Privy Council letters to Commissioners for Hearing the Causes of Poor Debtors, the number of those whose fortunes were decayed by fire, shipwreck, robbery, or piracy was small. The largest group of debtors were those who, like Antonio, had stood surety for others. It is easy to forget in the face of Antonio’s misfortunes that it is not the loss of his ships but the failure to meet the bond which brings him into jeopardy and into court.

Further light is thrown on Antonio’s plight by a consideration of Elizabethan attitudes toward bankruptcy. Like usury, bankruptcy involved a complex of issues, but the arguments here tended to be legal rather than theological or philosophical. These arguments arose from a pragmatic dilemma: because in common law property was sacrosanct, it was manifestly unjust to deny a creditor his lawful property; however, to imprison debtors, and thus to render them incapable of repaying their debts and to increase their indebtedness through prison fees, was morally unjust. The easy solution was to declare the debtor bankrupt, to compound with his creditors, and to release him from imprisonment. He might be impoverished in the process but he was free. A statute

13. In his production of the play during the 1974 season at Monmouth, Maine, Earl McCarrol blocked the scene so that Antonio was front center during the entire scene. If such blocking puts extraordinary demands upon the actor, it does keep the focus on the merchant.
(34/35 Henry VIII, c. 4) legislated the compounding of debts so that creditors could be paid a portion to cut their losses. The machinery for this procedure was a commission comprised of members of the Privy Council. While there is some evidence that the statute was invoked, it would appear that the difficulty of obtaining a commission from the Privy Council and the unwillingness of creditors to suffer any losses prevented wide-spread relief to debtors. Moreover, the statute was designed to deal with only those debtors who sought to deceive their creditors and thus did not address itself to the fundamental problem of the honest debtor.

Increasingly during the first decade of Elizabeth's reign, the City was concerned with the "politic bankrupts" who "of a corrupte mynde and lacke of good conscience ... absent theym selves and become bankrupt without any good iust or reasonable cause" (Repertories, XV, 158v). Twice in the 1560's the City sought to introduce into parliament bills which would revise the statute; but it was not until 1571 that parliament took action. Significantly, the new statute (13 Elizabeth, c. 7) ignored the difficulties of the honest bankrupt. Indeed the statute excluded him by definition and focused on ways to restrain fraudulent bankrupts. The definition in the preamble to the statute was specific. A bankrupt was defined as:

any Merchaunte or other person using or exercysinge the Trade of Marchaundize by way of Bargaynenge Exchaunge Rechaunge Bartrie Chevisaunce or otherwise, in Grosse or by Ratayle, or seeking his or her Trade of lyvinge by buyinge and sellinge, and being Subject borne of this Realme ... [who] shall departe the Realme, or begyn to kepe his or her House or Houses, or otherwise to absent hym or her self, or take Sanctuary, or suffer hym or her self wyllingly to be arrested for any Debt or other Thinge ... to the intent or purpose to defraude or hynder any of his or her Credytor...of the just Debt or Duety of such Credytor.16

By definition bankruptcy implied fraudulent attempts to escape payment. A debtor like Antonio could not, therefore, plead bankruptcy and seek relief through the compounding of his debts. In a manuscript, "Notes on emending the first Statute of Bankrupts," the anonymous author recognized the difficulty of proving the intent to defraud and suggested that where the earlier statute insisted on the intent to deceive, the revision should read "where bie his creditors shall or maie be defeated or delayed."17 The proposed revision is interesting because, like the statute

14. There are two letters from the Privy Council referring to actions being taken (J.R. Dasent, Acts of the Privy Council (London, 1890-1907), 4, 116 and 250), and there is a document concerning the final ordering of a case by a Commission consisting of the Lord Chancellor, Lord Treasurer, and the Lord Chief Justice in 1557 (Public Record Office, SP-11-11, 11).
15. On 8 December 1563 the Court appointed a committee to draw up a bill "to be enacted by auctoryty of the parliament now apointed by the quenes highnes shortly to begin" (Repertories, XV, 158v); and again on 3 October 1566 there is reference to a bill to be "preferred into the parlament house' (Repertories, XVI, 118).
itself, it focuses on the claims of the creditors rather than the plight of the debtors. Shylock's cry for justice, thus, reflects the period's concern for property and the rights of the creditors.

The 1571 statute provided a simpler procedure for handling bankruptcy. The Keeper of the Great Seal or the Lord Chancellor was authorized to enroll bankruptcy and to appoint a commission to compound with the creditors. It is unclear who initiated the procedure; but on 14 June 1575 the Court of Aldermen gave order that if Nicholas Parkinson, clothworker, would procure within fourteen days from the Lord Keeper a commission directed to certain aldermen and commoners for the examination of the debts of Allard Bartrynge, a merchant lately bankrupt, then all attachments of Bartrynge's money and goods would be stayed in the Mayor's and Shreve's courts (Repertories, XVIII, 393). Apparently the Court was acting to protect the claims of all creditors rather than the interests of those creditors who initiated the attachments. Again, legal action arose from a concern for creditors rather than debtors.

Although the enrolling of commissions for bankruptcy on the back of the Close Rolls did not begin until 1595, there is evidence, as in the preceding instance, of earlier bankruptcies. Among the Lansdowne manuscripts is a list from 1571 of forty bankrupts whose debts ran from £ 100 to £ 6,000. Only ten of the bankrupts owed a £ 1,000 or more, and twenty-three owed less than £ 400. In the 1590's when the economy was worsening, the rate of business failures seems to have increased. The enrollments quickly rose and peaked in 1598. In the years 1595-1603 there were 136 enrollments, 126 for single individuals and 10 for "companies." The debts ranged from less than a £ 100 to £ 8,000. As in the 1571 list, the largest number (76%) were for debts of less than £ 500. Whether all these cases represented fraudulent bankrupts or whether some were honest debtors who were allowed to resolve their difficulties because they had technically hindered their creditors of just debts is unknown. What is clear is that failures were common throughout the business community. Moreover, the city prisons were filled with debtors who were denied the right to compound their debts and thus to be freed. Antonio's situation is, therefore, not only quite normal but in a play on the boards in the late 1590's quite topical.

The trial of Antonio poses the real problems of debt and bankruptcy. It is easy enough to say that the creditor should show mercy, but his loss is real. Clearly there is a difference between those who are in debt because of misfortunes beyond their control and those who were betrayed by their own recklessness and fraud. In law, however, both were debtors and both must face the legal consequences. English common
law did not allow for any distinction in the cause of debt; and yet that law had to deal with a reality where the distinction, as in the case of Antonio, was blatant. The period recognized the horns of the dilemma. In an undated, but early, petition to King James, James Dakombe argued that if debtors were lawfully in prison, then they should lawfully be retained there: "it were better some were tortured, famished, suffered to die in prison than that the judgments and commands according to the power and authority of the law should be frustrated and creditors not satisfied." Nevertheless, Dakombe believed that the law should be able to discriminate between the honest and dishonest debtor and that to retain a man in prison until he died was "cruel, malicious, and un-Christian." For Dakombe contemporary procedures were legal, but they were inconsistent "with the laws of God, with reason, justice, equity and honorable supreme government." This is exactly the situation Shakespeare dramatizes in the pound of flesh. The law is indeed "cruel, malicious, and un-Christian."

It is perhaps too easy to come down on the side of Portia. It is important to note that Shylock's claim for justice was recognized as valid in the period, and it is exactly this claim which underlies the Elizabethan attitude towards bankruptcy. In his prose pamphlet, *English Villainies Discovered by Lantern and by Candlelight*, Thomas Dekker argues that inevitably law is a repressive means of controlling immoral impulses which are natural. Dekker ultimately appeals to the Crucifixion as the paradigm of human action. His citation is curiously relevant: "Pay thy debts so far as thou canst because the most heavy debts that ever thy soul did owe were paid for thee... One man was surety for all the debts of mankind; no bail else was taken. The principal in the bond was let go; the surety only was looked for. He was arrested by Jews, sued and taken in execution. The Jews are figures of merciless creditors. He that answered the law an emblem of the poor debtor." For Dekker the imprisoned debtor, like Christ, must justly endure the rigors of the law; and Dekker upholds the sanctity of the law which protects the rights of the creditor to his property.

The relevance of Dekker's argument is clear if we juxtapose it to Portia's impassioned speech:

Therefore Jew,
Though justice be thy plea, consider this,
That in the course of justice, none of us
Should see salvation: we do pray for mercy,
And that same prayer, doth teach us all to render
The deeds of mercy.

(IV, 1, 193-198)

20. James Dakombe, Petition... to James for Relief of Imprisoned Debtors and Reform of Judicial Abuses, British Museum, Royal MSS, 18-A-26, f. 5.
Her plea is, of course, for that "quality of mercy which droppeth as the gentle rain from heaven"; but mercy is an abrogation of the law. It is not a matter of equity; for equity, as the Elizabethan lawyer well knew, only exists to "temper and mitigate the Rigor of the Law ... it is not ordained against the Cruelness of the Law, for the Law in such Cases generally taken is good unto himself. . . . [Equity] followeth the intent of the law rather than the words of the Law." Equity does not deny the law as Portia's mercy would do.

Technically it might be expected that Shakespeare would resolve the action of the play in the trial scene; but, if a resolution is indeed achieved in terms of the bond plot, Shakespeare interpolates the ring plot and extends the play for another act. The reasons for this are not hard to discern, but they have interesting implications for the relevance of the play to the Elizabethans and to those who like Antonio suffered imprisonment for debt. What is almost shocking in the trial scene is that it takes a bit of legal trickery to escape the execution of the law and that then in the remainder of the scene Shylock is subjected not to the gentle rain of mercy but to the whirlwind of justice. Mercy and justice are absolutes and, in the context of the argument, are mutually exclusive. To have justice is to deny mercy, to have mercy is to deny justice. But the world of the play is the relative world of time and space in which absolutes do not function in any very satisfactory way. Indeed Shakespeare is forced to shift the scene to Belmont in order to resolve the issues; but even in that romantic world the resolution is in terms, not of absolutes, but of relatives. Lorenzo defines the context of the resolution in his words to Jessica as they sit in the moonlight:

look how the floor of heaven
Is thick inlaid with patens of bright gold,
There's not the smallest orb which thou behold'st
But in his motion like an angel sings,
Still quiring to the young-ey'd cherubins;
Such harmony is in immortal souls,
But whilst this muddy vesture of decay
Doth grossly close it in, we cannot hear it.

(V, 1, 58-65)

The absolute of mercy like the immortal harmony belongs to an unfallen world; man, clad in the muddy vesture of decay, is no longer innocent and must settle for the less than satisfactory compromises of a relative world. It is exactly these compromises which Elizabethans sought to achieve in dealing with the problems of debt and honest bankruptcy. It was not mercy but equity. If the debtor must endure the rigor of the law, the law ought to be administered by men whose moral commitments will provide equity; and the gauge of social responsibility is the degree of equity achieved.

Shakespeare's resolution of Antonio's plight involves not only the legal trickery exhibited in the trial scene but the poetic justice invoked in the restoration of Antonio's ships and fortune. If in real life the Elizabethan did not expect poetic justice, he could, and did, employ legal maneuvers to avoid disaster and he could hope for some equitable solution. Creditors preferred the common law courts where judgments were handed down by the judge, and they sought to remove cases from the City courts to Queen's Bench. The City sought to stay such removals and to insist on equitable arbitration. Defendants might themselves resort to countersuits in Chancery in order to obtain a more binding equitable interpretation of the law. The difficulties were increased since for the Elizabethan businessman ready cash seems to have been scarce. Money was in constant circulation, and to pay one's debts it was necessary to collect other debts. As a result cases tended to drag on without final judgments being rendered. If this seems unconscionable, it nevertheless provided time for the debtor either to collect the debts owed him or to find sureties to enter into new bonds.

The City courts were ever mindful not only of the difficulties of immediate payment but also of the debtor's ultimate obligation to repay in full. Within the context of the law they sought to achieve justice without the destruction of the debtor. There is some evidence that compounding and consequent discharging of indebtedness did occur. Gylmyn Greye was condemned in the Mayor's Court for a debt of £15 and odd money owed to John Toleton, haberdasher. Because Greye could not make immediate full payment, Toleton accepted £6 to be paid 6s 8d a quarter and "charitably" remitted the remainder of the debt (Repertories, XV, 236v). In another case Roger Montague, who had married the widow of John Smith, merchant, was ordered to compound "as well as he can" with John Dunock, draper, for a debt of £45 3s 2d owed by the deceased John Smith (Repertories, XVI, 198v). It is not clear that compounding took place when ordered, or that creditors, like Shylock, did not pursue other means to recover their full debt.

Two cases arising out of litigation involving city orphans suggest the tension between the desire for charitable treatment and the commitment to the justice of the law. The Mayor's Court received a letter from Mr. Francis Saunders on 31 January 1576 in which Saunders requested the Court to free Anthony Totto who was a prisoner for "matters of Accomp't." Totto was in "poore estate," and Saunders argued that his "inlarging...would be bothe charytable and not unprofytable to the orphans." The Court willingly agreed with Saunders, but they also accepted his suggestion that Totto post bonds so that "if god blesse hym with habilytye he may be hereafter called to answeare the debts when

In a second case Anthony Hall, skinner, sought the Court's assistance in what was a common situation. Hall had entered into a £60 recognizance on 19 September 1570 with Richard Jewe, brewer, John Lyfe, carpenter, and Rowland Serle, fishmonger, for the payment of £50, parcel of the orphanage money of the children of Edward Jackson. By 1576 Hall was in difficulty because Serle had died and Jewe had become impoverished. On 17 January 1576 Hall appeared in Court with £10 in ready money and new sureties, including Lyfe. They were bound in a new £50 recognizance for the remaining £40. The Court did not, however, discharge the original recognizance in order that Hall, "iff he thinke good," might in the future take "some remedye agaynst Rycharde Jewe . . . for his parte of the sayd Bond" (Repertories, XIX, 26v). The Court would willingly cancel the original bond; but the request must come from Hall and not as a judgment of the Court. In both cases, although creditors were inclined to be charitable, the Court refused to abrogate the law.

The limitations on the courts are suggested in the report of a commission on bankruptcy among the letters to the Privy Council which concern Roland Winters. The commissioners attempted to get Winters' creditors to grant an extension of time upon further sureties; but the creditors already had good sureties and had given Winters time to sell his wares. Unfortunately Winters had dealt with a "Lewd Broker" and was in danger of being undone. In the face of the opposition from the creditors, the commission pressed for a five year extension. Here, as in the case of Richard Mathewe cited earlier, the only effective relief which could be offered without abrogating the law was an extension of time. The records of the Commissioners to Hear the Causes of Poor Debtors as well as those of the Commissioners of Bankruptcy testify that to the Elizabethans such extensions were equitable and represented the kind of compromise possible as long as society was unwilling to act to the disadvantage of creditors.

If Shakespeare sets aside the actual equitable procedures for the more dramatic resolution of the ring plot, even in the final comedy there are undertones which qualify the gaiety. Portia, in giving her ring to Bassanio, had declared that if he gave it away it would "presage the ruin of
your love, / And be my vantage to exclaim on you" (III, 2, 173-174). If “vantage” may mean no more than “opportunity,” in the final act Portia presses her vantage in a manner which recalls Shylock’s pressing of his vantage in the preceding acts. Moreover, to resolve the comedy, Antonio once more posts a bond, “my soul upon the forfeit” (V, 1, 252); and his action suggests the conditions necessary for an extension of time in order that the debt might be fully paid.

Throughout the play Antonio has been governed by the economy of the open heart. He has been willing to hazard all, not for his own personal profit but for Bassanio. He has accepted the rigor of the law, and he does not whine. In his final actions he again asserts a morality which is not based on the profit motive but on the welfare of others. Interestingly, the penalty clause in the first bond was a pound of flesh; now it is his soul. Antonio’s behavior suggests that it is only by the economy of the open heart that equity can be achieved, only by faith in man’s humane nature that justice can be realized. To be human is to be humane even if this does not fulfill the letter of the law or retain the visible symbols of wedding vows, the rings. That Shakespeare is unable to resolve the issues in any happier solution is not surprising, for the period itself was unable to do so except in the most inadequate of compromises. However inadequately developed, Antonio plays the role of hero and he plays it within his cultural context. The Elizabethans would have applauded.

Colby College