

SUMMARY: The document below is the record of a suit in Hillary term 1600 by William Shakespeare of Stratford upon Avon against John Clayton of Willington, Bedfordshire, concerning a bond for the repayment of £7 which Clayton had acknowledged on 22 May 1592 at St Mary le Bow in Cheap Ward in London.

The record of a similar lawsuit involving Christopher Marlowe was used by the author of this website in preparing the transcript and translation below. See Mateer, David, 'New Sightings of Christopher Marlowe in London', *Early Theatre*, 11:2 (2008), pp. 13-38.

It appears that Shakespeare's attorney can be identified as Thomas Awdley, citizen and grocer of London, of the parish of St Magnus, son of Thomas Awdley (d.1553) of Henlow, Bedfordshire. In his will, Awdley appoints as one of his overseers his 'very good friend, Mr Thomas Greene', who appears to have been the solicitor, Thomas Greene, from Stratford upon Avon. According to Palmer, Thomas Greene, whom Shakespeare of Stratford upon Avon described as his 'cousin', entered the Middle Temple in 1595, one of his sureties being the playwright, John Marston. He acted as solicitor for the Corporation of Stratford in 1601, assisting Richard Quiney in supporting the Corporation against Sir Edward Greville (c.1625-1621), lord of the manor of Stratford, and was Town Clerk of Stratford from 1603 to 1617. Quiney died in May 1602 after being 'wounded by a drunken band of Greville's men'.

For Thomas Awdley see his will, dated 22 July 1603 and proved 12 August 1603, TNA PROB 11/102/58; and (11) Rollett, John, 'William Shackspere vs. John Clayton', *Notes and Queries*, Vol. 257, No. 4 (December 2012), p. 559 at:

<http://nq.oxfordjournals.org/content/59/4/559.extract>.

See also Fripp, Edgar I., ed., *Minutes and Accounts of the Corporation of Stratford-Upon-Avon and Other Records 1553-1620 Transcribed by the Late Richard Savage, Vol. IV 1586-1592*, (London: Dugdale Society, 1929), pp. 151-2.

See also Palmer, Alan and Veronica Palmer, *Who's Who in Shakespeare's England*, (New York: St Martin's Press, 1981, reprinted 1999), pp. 96-8, 198-9.

Still Easter term. John Popham

London. Memorandum: Be it remembered that at another time, namely in Hillary term last past, there came before the Lady Queen at Westminster William Shackspere by Thomas Awdley, his attorney, and he then and there produced here in the court of the said Lady Queen a certain bill of his against John Clayton of Willington in the county of Bedford, yeoman, in the custody of the Marshal etc., concerning a plea of debt;

And there are pledges for prosecuting, namely John Doo & Richard Roo;

Which bill follows in these words:

London. William Shackspere complains concerning John Clayton of Willington in the county of Bedford, yeoman, being in the custody of the Marshal of the Marshalsea of the Lady Queen, before the same Queen concerning a plea that he pay him seven pounds of lawful money of England which he owes him & unjustly detains, for this reason, namely for that whereas the foresaid John Clayton, on the twenty-second day of May in the thirty-fourth year of the reign of the Lady Elizabeth now Queen of England at London aforesaid, namely in the parish of Saint Mary le Bow in Cheap Ward in London, by a certain writing obligatory [=bond] of his sealed with the seal of the same John and now here shown in the court of the said Lady Queen, whose date is the same day and year, acknowledged himself to be bound & firmly obliged to the forenamed William in [the amount of] the foresaid seven pounds, to be paid to the same William when requested to do so, nevertheless, the foresaid John, although often requested etc., has not yet paid the foresaid seven pounds to the foresaid William, but hitherto has altogether refused to pay them to him & still refuses, and unjustly detains [the same], to the damage of the same William [in the amount of] ten pounds, and thereupon he brings suit, etc.;

And now on this day, namely Wednesday next after the 18th of Easter in this same term, until which day the foresaid John Clayton had leave to imparl to the bill aforesaid, and then to answer etc.(?), before the Lady Queen at Westminster came the foresaid William Shackspere by his attorney aforesaid, and the foresaid John Clayton, although on the same day solemnly called, did not come, nor said anything to bar or preclude the action of the same William aforesaid, by which the same William remains undefended against the forenamed John Clayton;

Therefore it is considered that the foresaid William Shackspere shall recover against the forenamed John Clayton his debt aforesaid. And also twenty shillings, for his damages which he has sustained both by occasion of the detention of the same debt as for his costs & charges laid out by him about his suit in that behalf, is adjudged to the same complainant by the court of the Lady Queen here with his assent;

And the foresaid John Clayton [be] in mercy etc.

Adhuc T{er}mi{n}o Paschae(?) I{ohannes} Popham

1 Lon{don} ff Memorand{um} q{uo}d al{ia}s scil{ice}t T{er}mi{n}o s{an}c{t}i Hillarij vltimo p{re}t{er}ito coram D{omi}na Regina apud West{monasteriu}m ven{it}

2 Will{el}m{u}s Shackspere p{er} Thomam Awdley Attorn{atum} suu{m} Et p{ro}tulit hic in Cur{ia} tunc ib{ide}m quand{a}m

3 billam suam v{er}sus Ioh{ann}em Clayton de Wellington in Com{itatu} Bedd' yeoman in Custod{ia} Marr{escalli} &c

4 de pl{ac}ito deb{it}i Et sunt plegi{j} de p{ro}s{equendo} scil{ice}t Joh{ann}es Doo & R{ic}c{har}dus Roo Que quid{e}m Billa sequit{ur} in

5 hec v{er}ba ff London ff Will{el}m{u}s Shackspere querit{ur} de Ioh{ann}e Clayton de Willyngton

6 in Com{itatu} Bedd' yoman in Custod{ia} Marr{escalli} Maresc{callie} D{omi}ne Regine coram ipsa Regina existen{te} De

7 pl{ac}ito q{uo}d reddat ei septem libr{as} leg{a}lis monete Angl{ie} quas ei debet & injuste detinet p{ro} eo

8 videl{ice}t q{uo}d cu{m} p{re}d{ic}t{us} Ioh{ann}es Clayton vicesimo s{ec}c{un}do die Maij Anno regni D{omi}ne Elizabeth{e}

9 nunc Regine Angl{ie} tricesimo quarto apud London p{re}d{ictum} videl{icet} in p{ar}ochia b{ea}te Marie de

10 arcub{us} in Warda de Cheape London p{er} quodd{a}m scriptu{m} suu{m} obligatoriu{m} sigillo ip{s}ius Ioh{ann}is

11 sigillat{um} Cur{ia}q{ue} d{ic}t{e} D{omi}ne Regine nunc hic ostens{um} cui{us} dat{um} est eis d{ic}t{e} Die et Anno cogn{ovit} se

12 ten{er}i & firmit{er} obligari p{re}fat{o} Will{el}mo in p{re}d{ictas} septem libr{as} solvend{as} eid{e}m Will{el}mo cu{m} inde requisit{us}

13 esset p{re}d{ic}t{us} tamen Ioh{ann}es licet sepius requisit{us} &c p{re}d{ictas} septem libr{as} p{re}fat{o} Will{el}mo nondu{m} soluit

14 Sed ill{as} ei hucusq{ue} solu{er}e om{n}i{n}o cont{ra}dixit & adhuc contradic{it} ac iniuste detinet ad dampnum

15 ip{s}ius Will{el}mi Decem librar{um} Et inde p{ro}duc{it} sect{am} &c

16 Et modo ad hunc diem scil{ice}t diem Mercur{ij} p{ro}x{ime} post xvij pasche isto eod{e}m T{er}mi{n}o usq{ue} quem

17 Diem p{re}d{ic}t{us} Ioh{ann}es Clayton h{ab}uit licenc{iam} ad billam p{re}d{ictam} int{er}loquend{i} Et tunc ad respondend{um} &c(?)

18 Coram D{omi}na Regina apud West{monasteriu}m ven{it} p{re}d{ictus} Will{el}m{u}s Shackspere p{er} Attorn{atum} suu{m} p{re}d{ictu}m Et p{re}d{ictu}m

19 Ioh{ann}es Clayton licet ad eund{em} diem solempnit{er} exact{us} non ven{it} nec aliquid dic{it} in barr{am} siue

20 p{re}cluc{i}onem acc{i}onis ip{s}ius Will{el}mi p{re}d{icti} p{er} q{uo}d id{e}m Will{el}m{u}s reman{et} inde v{er}sus p{re}fat{um} Ioh{ann}em Clayton

21 indefens{us} I{de}o Cons{ideratum} est q{uo}d p{re}d{ictus} Will{el}m{u}s Shackspere recup{er}et v{er}sus p{re}fat{um} Ioh{ann}em Clayton deb{itu}m suu{m} p{re}d{ictu}m necnon viginti

22 solid{as} p{ro} dampn{is} suis que sustinuit tam occ{asi}one detenc{i}onis eiusd{e}m debit{i} q{ua}m p{ro} mis{is} & Custag{ijs} sui{s} p{er} ip{su}m circa sect{am} suam in hac

23 p{ar}te appo{s}it{is} eid{e}m quer{enti} per Cur{iam} D{omi}ne Regine hic ex assensu suo adiudicat{is} Et pred{ictus} Ioh{ann}es Clayton in mi{seri}co{rdia} &c