

**Capitalizing on the Body:  
*Measure for Measure*  
 and the Economics of Patrilineal Worth**

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*Farewell: thou art too dear for my possessing,  
 And like enough thou know'st thy estimate  
 The charter of thy worth gives thee releasing;  
 My bonds in thee are all determinate.*

—William Shakespeare<sup>1</sup>

Shakespeare's *Measure for Measure* grapples with a number of endemic social issues, including pre-marital sex and prostitution, as well as an inept, if not corrupt political authority. Yet perhaps an even more pressing issue in the text concerns the state of matrimony itself, one imperiled, it would seem, less by widespread licentiousness than through an increasing breakdown in the economic system entrusted to support it. Indeed, Angelo's refusal to honor his spousal contract with Mariana following the unexpected loss of her dowry at sea constitutes more than a cruel rejection of one already suffering from familial loss; by forfeiting this bond, payment of which would have finalized the contractual agreement, the suddenly estranged Angelo likewise threatens the matrimonial state itself.

*Measure for Measure's* dowry dilemmas ponder, in fact, the ongoing early modern struggle to fund marriage portions. While the portion remained crucial to the making of marriage, sharp inflation in the dowry market led to increased difficulties in funding marital endowments. This paper examines dowry as early modern debt, which when secured by conditional contract, constituted a kind of bond, payment of which obligated the bond holder to future performance. When the much anticipated dowry is lost at sea, Angelo forfeits the bond, seizing an opportunity to nullify the *verba de futuro* contract he holds with Mariana. Duke Vincentio's bed-trick, however, whereby the disputed Mariana is clandestinely substituted for the propositioned Isabella, enables payment of the bond through the body, converting this *verba de futuro* contract to *verba de praesenti* and immediate, uncontestable marriage.

The importance of dowry to the making of early modern marriage has been well documented by historians of early modern England.<sup>2</sup> As I have noted elsewhere, “at her marriage, a woman brought a dowry, or marriage portion, which was normally given by the bride’s father to the groom’s father, ostensibly to pay for the couple’s maintenance as well as to guarantee payment of the bride’s jointure upon the death of her husband. The marriage portion was then used by the groom’s family to provide for its daughters, to pay debts, and/or to purchase land.”<sup>3</sup> What interests me, what deserves closer attention is the means by which this crucial endowment came to be funded within an inflated matrimonial economy. That such funding was often difficult to obtain has long been maintained by Lawrence Stone, who suggests that “the dowry system and the cultural obligation to marry off the girls, meant that daughters were a serious drain on their family finances.”<sup>4</sup> While Stone’s decidedly patriarchal assertion misrepresents somewhat the impact of dowry obligations on early modern patrimonial assets, it does highlight the difficulty in funding such endowments. This difficulty was exacerbated, as Amy Louise Erickson has noted, by an inflationary marriage market brought about, in part, by the early modern practice of estate building, which coincided with monastic dissolution. Because the dowry functioned “as a status symbol,” signifying a family’s, and, thus, a father’s perceived worth within the community, increasingly greater portions were required to secure favorable marital alliances.<sup>5</sup> In 1570, for example, Sir John Spencer II of Althorp negotiated a marriage for his eldest daughter, Margaret, to Giles Allington, heir of Sir Giles Allington of Horseheath, Cambridgeshire, at the cost of £1000. In 1634, William, Lord Spencer would spend between £4000-6000 for each of his six daughters to secure advantageous matches. His son, Henry, would be forced to fund dowries of even greater amounts. Portions cost Henry Spencer £7000 and £10,000, respectively, for each of his two daughters.<sup>6</sup> As the Rev. Henrie Smith bemoans in his *A Preparative to Marriage* (1593), “Once women were married without dowries. . .because they were well nurtured, but now if they weighed not more in golde then in godliness, many should sitte like Nunnes without husbands.”<sup>7</sup>

That such portions became increasingly more difficult to fund is evidenced by the emergence of marriage-related debt beginning early in the seventeenth century. When, for example, Katherine Fitzwilliam married Sir John Lee in 1633, her father, the second Baron Fitzwilliam, could pay only £1000 of the negotiated £2200 portion. To satisfy the remaining £1200 of debt, Lord Fitzwilliam

took out a mortgage on Etton, part of the family estate.<sup>8</sup> While the mortgage proved an increasingly popular, even accepted means of funding dowry, it was not without risk. As the case of Lord Fitzwilliam further demonstrates, loss of at least part of the family estate could result, easily nullifying any potential dynastic gains. That Lord Fitzwilliam was eventually forced to sell parts of his estate to reduce an increasing debt load not only questions the efficacy of inflated marriage portions; it demonstrates the threat to patrilineal survival as well.<sup>9</sup>

That dowries are invariably missing in *Measure for Measure* proves more than an intriguing coincidence; it points, rather, to the persistent problem of funding marriage portions in Shakespeare's early modern England. One of the more striking problems within the text is the virtual failure of the dowry market to come to fruition. Claudio and Juliet's dilemma, which opens the play, is precipitated by an unpaid dowry. As Claudio notes,

. . . she is yet my wife,  
Save that we do the denunciation lack  
Of outward order. This we came not to  
Only for propagation of a dower  
Remaining in the coffer of her friends. (1.2.124-28)

Although no specific reason is offered for the delay, its prolonged absence is, as Claudio notes, "with character too gross. . . writ on Juliet" (1.2.132).

The case of Angelo and Mariana is perhaps even more devastating. While Juliet's delayed dowry could theoretically appear at any time, Mariana's portion is forever lost: rendering this conditional contract virtually null and void. As Duke Vincentio reports, Mariana

should this Angelo have married, was affianced to her  
oath, and the nuptial appointed; between which time of the  
contract and limit of solemnity, her brother Frederick was  
wrecked at sea, having in that perished vessel the dowry of his  
sister. (3.1.210-14)

When dowries are routinely delayed or lost, as is the case with Claudio and Juliet and Angelo and Mariana, when, in other words, the marital debt proves difficult if not impossible to pay, the matrimonial as well as the economic state is threatened.

One method of funding debt in early modern England was through the bond, which was "a deed, or sealed instrument of obligation."<sup>10</sup> B. J. Sokol and Mary Sokol note that "it was widely used in Shakespeare's period whenever substantial funds were

borrowed, as it offered lenders both strong security and great ease of enforcement.”<sup>11</sup> The bond figures prominently in Shakespeare’s *The Merchant of Venice*, where a cash-strapped Antonio borrows 3,000 ducats from Shylock to fund Bassanio’s courtship venture. Although Shylock believes the bond will fail, indeed, fervently hopes that it will, he nevertheless agrees to its terms and finances Antonio’s debt, establishing the penalty in the event of non-payment. As Shylock instructs Antonio,

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  
In what part of your body pleaseth me. (1.3.140-47)

While the bond clearly functions here as a short-term loan, 3,000 ducats for three months, it was often used in long-term marriage agreements as well. As Sokol and Sokol further note, “[M]arriages involving families or individuals with substantial property were inevitably preceded by lengthy negotiations often involving detailed, complex conditions. . . . Agreements reached were secured by the use of trusts, bonds, jointures, etc. Because such matters were settled in advance of marriage, in writing. . .there was not much subsequent litigation.”<sup>12</sup>

An additional means of indemnifying the bond was through the use of an indenture, which “was a deed recording an agreement between parties entered onto paper or parchment. . . [listing] several conditions to be fulfilled. If the condition was met, the obligation in the deed was cancelled. If it was not, and the bond was intact, the obligation (penalty) could not be avoided in law.”<sup>13</sup> One such indenture, recorded in 1613 at the marriage of Matthew Carter and Kathleen Hamon, established provisions for the young couple, as well as for the bride upon her widowhood. According to the terms of the indenture, she was to have “the sum of £300 of good and lawful money of England” upon her husband’s death.<sup>14</sup> Moreover, she and Matthew were to have use of the gardens and meadows in Milliborough for themselves and any “issue of their bodies for use during their natural lives.”<sup>15</sup> What this indentured bond did was to guarantee that the young couple and Kathleen would receive what had been promised them at the time of marriage. Should Matthew’s father, Nicholas Carter, later renege on the agreement, compensation could be pursued in court.

In early modern England, there existed two kinds of marriage contracts—those contracted *de presenti* and those contracted *de futuro*. *De presenti* contracts, as Richard Helmholz has noted, were those made in the present based upon the couple's willing consent to enter into such agreement.<sup>16</sup> *De futuro* contracts, on the other hand, were legal promises to wed at some specified time in the future, at times contingent upon the realization of a specified set of conditions, such as the receipt of lands and chattels. Given the minimal differences between the two, it is perhaps no surprise that the language of the marriage contract frequently proved a point of contention in early modern England. As Henry Swinburne, the early modern Inns of Court commentator, notes, "In truth, so very little (very often) is the odds betwixt the Form of words of these two Contracts, that the best Learned are at greatest variance, whether such Words make Spousals *de futuro*, or *de presenti*."<sup>17</sup> When, for example, Edward Bee contracted marriage with Sara Moore in 1664, he vowed, as one witness reported to "have you Sara to my wife and none other, and she the said Sara then holding the said Edward by the right hand replied. . . I Sara will have you Edward to my husband and none other, or words to that effect, and so drew their hands and kissed each other with mutual love and affection."<sup>18</sup> Only the word "will" marks this spousal as *de futuro* rather than *de presenti*. In this case, the differences were considered so minimal that when Sara later attempted to back out of the marriage, the Court upheld the contract as legal and binding, declaring the two man and wife.<sup>19</sup> As Swinburne concedes, "True, it is that Spousals *de praesenti* are *improperly* called Spousals being in nature and substance, rather Matrimony than Spousals."<sup>20</sup>

While Shakespeare's *Measure for Measure* makes no specific mention of a bond to secure the spousal agreement between Angelo and Mariana, their conditional *verba de futuro* contract essentially functions in this legal capacity. The date of their wedding has been "appointed" (3.1.211), and they await only the agreed upon dowry to finalize the process that will make them man and wife. It was not unusual for *verba de futuro* contracts to specify conditions which had to be met before the contract could be completed. When, for example, Joan Harris agreed to a *verba de futuro* contract with Nicholas Harding in 1623, she conditioned it on her parents' consent to the match.<sup>21</sup> Elizabeth Jennings agreed to a conditional contract with John Townsend in 1582, provided "he would make such provision that he would have her away from her father and mother by Michaelmas."<sup>22</sup> It is the condition of dowry, however, that distinguishes Angelo and Mariana's contract from those hinging

on consent. For while dowry is undoubtedly a condition to the successful completion of this contract, it is also a debt.

From an economic point of view, *Measure for Measure's* marital impasse takes on a different perspective. Mariana clearly owes Angelo an undisclosed sum of money (the dowry) in return for a service (marriage) at a date already "appointed." This debt, moreover, is guaranteed by conditional contract, a bond-like instrument which prevents the marriage from taking place until final payment has been received. Under early modern common law, the party owed the money or service, in this case Angelo, would literally hold the bond until the debt was either discharged or in some way cancelled. Sokol and Sokol have suggested that "the mere possession of an uncanceled bond allowed certainty of performance of its obligation (the penalty), for as long as the bond was acknowledged by the defendant as his own deed he had no recourse in law but to fulfill the obligation it imposed."<sup>23</sup> When the ship carrying the dowry is lost at sea, however, this debt proves non-payable: rendering the bond unenforceable. From this perspective, Angelo's rejection may be made to appear almost noble. A. W. B. Simpson observes, in fact, that if "a condition became wholly impossible to perform through supervening impossibility, the general principle was that both condition and bond became void, so that the obligor was excused from all liability."<sup>24</sup> When it becomes apparent that the dowry will not be paid, Angelo forfeits, that is, yields up the bond, releasing Mariana from an obligation she cannot possibly satisfy. Because this debt is attached to a nuptial contract, however, his "nobility" proves nebulous. While Angelo is well within his rights to yield up the bond, i.e., to give up his rights to Mariana's lost dowry, the *verba de futuro* contract proves another matter. As Sokol and Sokol conclude, "an unconditional, and unconsummated *de futuro* contract could be cancelled only by mutual consent."<sup>25</sup>

Implicit to the bond is the promise of future performance on the part of *both* debtor and debtee. In the case of a simple loan, the debtee promises to repay the debt within an agreed upon period of time. The debtor likewise promises to cancel the debt upon repayment of the loan, releasing the debtee from this financial obligation. The case of Shylock and Antonio again provides insight here. Upon repayment of the 3,000 ducats within the three month loan period, Shylock promises to release Antonio from further obligation.

The case of Angelo and Mariana proves more complicated. On the one hand, Mariana's family clearly fails to pay the negotiated

dowry within the agreed period, forfeiting her rights to marriage. She suffers, in other words, the penalty for nonpayment of the bond. Helmholz has noted that "it was perfectly permissible under the law to insert. . . a condition in a marriage contract. If left unfulfilled, the marriage was not binding."<sup>26</sup> Indeed, as Swinburne notes, "[W]hen as the Contract is conditional, and the Condition infringed. . . the Condition being broken, the Bond is untyed, and the Parties at liberty to marry elsewhere."<sup>27</sup> Yet, this bond is also attached to a *verba de futuro* contract, which, however conditional, may not be so easily cancelled. Moreover, in canceling the debt, removing, in other words, the condition attached to this *verba de futuro* contract, Angelo actually clears the way for completion of the spousal agreement. Resolution of this contract dispute is ultimately achieved through the body, through, arguably, the one asset that Mariana yet retains.

That it is the body which cancels the bond in *Measure for Measure* should not be surprising, given the implicit relationship between the two. Indeed, the bond as legal economic assurance is predicated on the worth of the body within society as a whole. In the *Merchant of Venice*, the 3,000 ducats are loaned based upon Antonio's future earnings as a prosperous merchant within the community, his body literally serving as collateral for the loan. His celebrated failure to repay the debt within the loan period results in the negotiated forfeiture of flesh to be cut off, as Shylock gleefully stipulates, "in what part of your [Antonio's] body pleaseth me" (1.3.147). As Simpson observes, "Shylock's bond . . . neatly illustrates the fact that the best pledge of all is the body of the contractor."<sup>28</sup>

In *Measure for Measure*, indeed, in early modern England, dowry becomes virtually synonymous with the worth of the patrilineal body. Stevan Harrell and Sara Dickey have suggested that "dowry seems to be a way of doing two things at once: 1) giving a daughter all or part of her share in inheritance, and 2) displaying the status of the family that gives it."<sup>29</sup> It is this second objective which proves crucial to an understanding of the way in which dowry operates within the world of the play. Neither the marriage of Claudio and Juliet nor that of Angelo and Mariana seems able to proceed absent the dowries that lend honor, if not legitimacy to the proposed unions. It is interesting that when Mariana's dowry comes up missing, Angelo dismisses her through pointed challenges to her honor. To cancel a suddenly disadvantageous contract, he "swallowed his vows whole, pretending in her [Mariana] discoveries of dishonour" (3.1.221-22). It is through these purported "discoveries of dishonour," I would argue, that we can trace the

connection between dowry and patrilineal worth. For in challenging the honor of Mariana, literally calling her chastity into question, Angelo likewise challenges the now defunct worth of the patrilineal body: one whose monetary representation lies forever inaccessible at the bottom of the sea. With the loss of her dowry, Mariana is virtually drained of patrilineal worth, rendering this bond expendable.

When, however, the dowry is lost, when, in other words, the debt is declared non-payable, the collateralized body itself comes to function as a viable substitute for the surety of the bond. The body as compensation is readily seen in the case of *King Lear's* Cordelia. When Lear disinherits his youngest daughter, rescinding the promised portion which would have ensured an advantageous union, France declares, "Love's not love / When it is mingled with regards that stands / Aloof from th' entire point. . . She is herself a dowry" (1.1.239-42). While France's concern for the dowerless Cordelia is laudable, what proves especially telling here is the explicit correlation between the dowry and the body. For when this dowry is "lost," Cordelia's physical body becomes a viable substitute, enabling the completion of the matrimonial contract. Such substitution proves speculative, a promise, if you will, of future return. France's acceptance of the substituted body effectively enables a *de facto* political alliance with the highly plausible promise of future power and wealth.

The body plays an equally crucial role in *Measure for Measure*. To force a marriage between Mariana and Angelo, the Duke arranges the substitution of this discarded bride-to-be for the illicitly propositioned Isabella in a midnight tryst. Not only does such a substitution remove this virginal novice from harm's way, but it also clears the way for the long-delayed marriage between Angelo and Mariana. As Vincentio assures Mariana, "[F]ear you not at all. / He is your husband on a pre-contract. / To bring you thus together 'tis no sin" (4.1.67-69). That the bed-trick accomplishes such a feat should not be surprising; under Church law, consummation immediately converted *verba de futuro* contracts to *verba de praesenti*, resulting in immediate, incontrovertible marriage. *How* the bed-trick accomplishes such a feat, however, warrants further consideration.

Clearly, the body plays a pivotal role in the completion of marriage in *Measure for Measure*. Indeed, the consummative act radically alters the nature of the matrimonial discussion, creating an immediacy to solemnize that which has, in the eyes of the Church, already begun. Yet, the body as a site of moral and legal

matrimonial imperatives likewise proves complicated, if not problematic in *Measure for Measure*. For while consummation clearly forces Angelo to honor his matrimonial commitment, it fails to move the openly consenting Claudio and Juliet any closer to the completion of their vows. Although “the stealth of [their] most mutual entertainment / With character too gross is writ on Juliet” (1.2.131-32), although, as Claudio notes, she “is fast my wife” (1.2.124), the two remain far from finalizing the matrimonial process. That the conditionally contracted Angelo is inescapably bound following a single, unsuspecting tryst would seem to signal more than a mere contractual conversion.

It is the payment of the matrimonial bond, I would argue, that enables the long-delayed marriage between Angelo and Mariana. Just as the body of Cordelia serves as a viable substitute for her withdrawn dowry, so too does the body of Mariana come to compensate for the lost portion that has put this marriage on indefinite hold. As the Duke promises, “[S]o disguise shall, by th’ disguisèd, / Pay with falsehood false exacting, / And perform an old contracting” (3.1.500-502). That the body received is not the one negotiated does not in the end negate the outcome of this clandestine coupling. For in receiving the body of Mariana, Angelo likewise receives the representative body of the patrilineal estate, canceling the bond and in so doing removing the final impediment to this marriage. As Eileen Cohen concludes, “[T]he bed-trick, with its secrecy, silence, and deceit, is the device that strips away illusion and ignorance, and confirms truth and understanding.”<sup>30</sup>

Although dowry-funding would remain a problem throughout much of the seventeenth century, long-term, in some cases, creative funding solutions would emerge in an attempt to secure advantageous marriages in a competitive marriage economy. The bond, a popular funding device for debt resolution, would likewise be employed to resolve dowry dilemmas. That creative funding solutions in *Measure for Measure* prove problematic, that they are, in the case of Mariana and Angelo, used as tools of deception, does not in the long run negate their efficacy. Indeed, the text’s solution to this unfundable dowry, the infamous bed-trick, becomes a speculation on the patrilineal body and the promise of future compensation. The body, which constitutes a site of patrilineal worth, upon which the portion itself is negotiated, literally *becomes* the dowry and, as such, pays the debt, cancels the bond, and obligates matrimonial performance.

## Notes

1. All Shakespeare citations are from *The Norton Shakespeare*, ed. Stephen Greenblatt (New York and London: Norton, 1997).
2. See, for example, Lawrence Stone, *The Family, Sex and Marriage in England 1500-1800*, abridged (New York: Harper & Row/Torchbooks, 1979); Amy Louise Erickson, *Women and Property in Early Modern England* (London and New York: Routledge, 1993); and David Cressy, *Birth, Marriage and Death: Ritual, Religion, and the Life-Cycle in Tudor and Stuart England* (Oxford: Oxford University Press, 1997).
3. Stephanie Chamberlain, "She is herself a dowry": *King Lear* and the Problem of Female Entitlement in Early Modern England," in *Domestic Arrangements in Early Modern England*, ed. Kari Boyd McBride (Pittsburgh: Duquesne University Press, 2002), 171.
4. Stone, 72.
5. Erickson, 122.
6. Mary E. Finch, *The Wealth of Five Northamptonshire Families 1540-1640*, Northamptonshire Record Society (Oxford: Oxford University Press, 1956).
7. Rev. Henry Smith, *A Preparative to Marriage, The Sermons of Maister Henrie Smith Gathered in One Volume* (1593), qtd. in John M. Steadman, "'Respects of Fortune': Dowries and Inheritances in Shakespeare, Spenser and Marvell—An Overview," in *Shakespeare's Universe: Renaissance Ideas and Conventions: Essays in Honor of W. R. Elton*, ed. John M. Mucciolo (Hants, Eng.: Scolar Press, 1996), 60.
8. Finch, 26.
9. Finch, 26.
10. B. J. Sokol and Mary Sokol, *Shakespeare's Legal Language: A Dictionary* (London and New Brunswick: The Athlone Press, 2000), 36.
11. Sokol and Sokol, 36.
12. Sokol and Sokol, 224.
13. Sokol and Sokol, 36-37.
14. *Indenture establishing injointure of Katbleen Hamon, daughter of William Hamon of Canterbury*. Add. Ch. Ms. 75937. British Library, London (1613).
15. *Indenture*.
16. R. H. Helmholz, *Marriage Litigation in Medieval England* (Holmes Beach: Gaunt, 1986).
17. Henry Swinburne, *A Treatise of Spousals or Marriage Contracts* (New York: Garland, 1985), 11.
18. Cited in Cressy, *Birth, Marriage, and Death*, 276.
19. Cressy, 276.
20. Swinburne, 9.
21. Cited in Cressy, 260.
22. Cressy, 275.
23. Sokol and Sokol, 36.
24. A. W. B. Simpson, *A History of the Common Law of Contract: The Rise of the Action of Assumpsit*. (Oxford: Clarendon Press, 1987), 108.
25. Sokol and Sokol, 304.
26. Helmholz, 48.
27. Swinburne, 237.
28. Simpson, "The Penal Bond with Conditional Defeasance," *Law Quarterly Review* 84 (1966): 420.

29. Stevan Harrell and Sara A. Dickey, "Dowry Systems in Complex Societies," *Ethnology: An International Journal of Cultural and Social Anthropology* 24, no. 2 (1985): 119.

30. Eileen Z. Cohen, "'Virtue is Bold': The Bed-Trick and Characterization in *All's Well that Ends Well* and *Measure for Measure*," *Philological Quarterly* 65, no. 2 (1986): 176.