

to compel the performance of an obligation, or to procure satisfaction for a wrong committed, like a distress for rent." (1)

From this definition it will be seen that distrained is not the proper legal term to use to convey the idea of forcibly taking possession of the Tower and holding it, which is the meaning evidently intended in this case. This erroneous use of the term was doubtless original with Shakespeare, while the correct use of the term was copied from Holinshed.

It is pertinent to this topic to note that when law terms are correctly used in their legal sense in Shakespeare's plays, it can usually be shown that he copied them substantially and often literally, from Holinshed, Hall and other sources, and that when he uses them erroneously or not in their legal sense, they are not traceable to any other source than the poet's imagination; which is a potent argument, if not a positive proof, that Shakespeare had no special appreciation of the legal significance of many of the legal terms he made use of in his plays, and that the plays could not have been written by a member of the legal profession. He used the term "dower" seventeen times in his works, but only once is it used to denote what the word legally means now, and then meant, and that is when he says:

" I must confess your offset is the best :

" And, let your father make her the assurance,

" She is your own ; else, you must pardon me,

" If you should die before him, where's her dower ?" (2)

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(1) " Blackstone's Commentaries," 6.

(2) " The Taming of the Shrew," Act II., Scene 1.