

SUMMARY: The document below is the indenture dated 2 February 1596 by which Henry Jerningham (d.1619) sold the Jerningham mansion in the Blackfriars to Sir George Carey (1548-1603), Knight Marshall of the Household, for £500.

On 26 February 1580 Henry Jerningham's mother, Frances Baynham Jerningham (d.1583), widow of Sir Henry Jerningham (d. 6 September 1572), had leased the Jerningham mansion in the Blackfriars to Sir George Carey for 21 years. See SRO D641/3E/1/7/2.

As noted in the indenture below, the property was enfeoffed on 13 May 1583 by Henry Jerningham and his mother to Sir Thomas Cornwallis, Charles Waldegrave, Edmund Audley and Thomas Spencer.

Sir Thomas Cornwallis (1518/19–1604), one of the feoffees, married Anne Jerningham (d. 28 May 1581), the daughter of Sir John Jerningham of Somerleyton, Suffolk. Sir Thomas Cornwallis was the father of Sir William Cornwallis (c.1551-1611), who purchased Oxford's lease of the mansion of Fisher's Folly in the parish of St. Botolph's, Bishopsgate, and whose daughter, Anne Cornwallis (d.1635), has been identified as the 'Anne Cornwaleys' of the short anthology of sixteenth century poetry known as the Cornwallis-Lysons manuscript, now in the Folger Library (Folger MS V.a.89). See the ODNB entry for Sir Thomas Cornwallis, and his will, TNA PROB 11/105/106.

Edmund Audley, another of the feoffees, a first cousin of Sir Henry Jerningham (d. 6 September 1572), was the second son of Richard Audley by Katherine Scrope, the sister of Elizabeth (nee Scrope) Beaumont de Vere (d.1537), Countess of Oxford, second wife of John de Vere (1442-1513), 13th Earl of Oxford. See the will of Edmund Audley's grandfather, Sir John Audley, TNA PROB 11/24/1; the will of Sir John Audley's widow, Elizabeth Chedworth Blake Audley, TNA PROB 11/29/21; and the will of Elizabeth de Vere, Countess of Oxford, TNA PROB 11/27/144. See also:

For Sir Charles Waldegrave (22 November 1550 – 10 January 1632), another of the feoffees, see the will of his father-in-law, Sir Henry Jerningham (d. 6 September 1572), TNA PROB 11/55/240, and the will of his mother-in-law, Frances Baynham Jerningham, TNA PROB 11/66/340.

For discussion of the property, which adjoined on the south and east the premises in which James Burbage built his Blackfriars theatre in 1596, see TNA C 66/768, mm. 23-4.

For the indenture dated 4 February 1596 between Sir William More and James Burbage by which More sold Burbage for £600 premises in the Blackfriars, see Folger MS L.b.356.

See also the indenture, dated 20 November 1565, by which Sir Henry Jerningham (d. 6 September 1572) leased the former monastic infirmary in the Blackfriars to Francis

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Kempe, gentleman, of Twyford, Hampshire, for 21 years from 25 December 1565 at £6 per annum, SRO D641/3/E/1/7/1.

See also the indenture dated 3 April 1574, NRO JER 245 55X1, by which Frances Baynham Jerningham leased part of the property in the Blackfriars to Francis Kempe for five years for £8 per annum. For Francis Kempe, see the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/kempe-francis-1534-97-or-later>.

This indenture made the second day of February in the eight and thirtieth year of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France & Ireland, Defender of the Faith etc., between Henry Jerningham of Costessey in the county of Norfolk, esquire, son and heir of Sir Henry Jerningham, knight, deceased, and of Frances Jerningham, late of Costessey in the said county of Norfolk, widow, late wife of the said Sir Henry Jerningham, deceased, and sole executor of the said Frances Jerningham of thone party, and Sir George Carey, knight, Knight Marshall of her Majesty's most honourable Household, of the other party:

Where the said Frances Jerningham and Henry Jerningham, party to these presents, by their deed indented of feoffment bearing date the thirteenth day of May in the five and twentieth year [=13 May 1583] of the reign of our said Sovereign Lady Elizabeth the Queen's Majesty that now is did grant, enfeoff and deliver to Sir Thomas Cornwallis, knight, Charles Waldegrave, Edmund Audley and Thomas Spencer, esquires, all that messuage and tenement, cloister, cloister yard, orchard and garden with all and singular their appurtenances situate, lying and being within the precinct of the late-dissolved monastery called the Blackfriars within the City of London then in the tenure or occupation of the said Sir George Carey, knight, or of any other person or persons by lease or grant of the said Frances, and also all those tenements newly built and erected within the precinct and compass of the said cloister of the said dissolved monastery in London aforesaid which sometime were the inheritance of the said Sir Henry, together with all ways, easements, entries and commodities whatsoever to the said messuage, cloister, cloister yard, garden or orchard and other the premises or to any of them belonging or in any wise appertaining or used to and with the same, except and always reserved one messuage or tenement with a stable, hayloft or hay-chamber then in the tenure or occupation of Wilfride Eaton and Joan, his wife, or either of them or the assignee or assignees of them or of either of them;

To have and to hold the said messuage and tenement and all and singular other the premises with th' appurtenances (except before excepted) unto the said Thomas Cornwallis, Charles Waldegrave, Edmund Audley and Thomas Spencer, their heirs and assigns, to the use and behoof of the said Dame Frances Jerningham, her heirs and assigns, forever, in which deed indented of feoffment there is a proviso contained in these words, that is to say:

*Provided always nevertheless and it is the true intent and meaning of these presents that if it shall happen the said Sir George Carey, knight, his heirs, executors, administrators or assigns or any of them, to be at any time hereafter within the term of one and twenty years next ensuing the day of the date hereof minded to make payment to me, the said Dame Frances, my executors or administrators or to some one of them, of the sum of five hundred pounds of lawful English money at one whole and entire payment, and the said Sir George Carey, his heirs, executors, administrators or assigns or any of them, shall at any time within the said term of one and twenty years by and under his or their or any of their writings subscribed with his or their or any of their hand delivered to me, the said Dame Frances, my heirs, executors or administrators, signify, declare and notify unto me, the said Dame Frances, my executors or administrators, that the said Sir George Carey, his heirs, executors, administrators or assigns, will make payment unto me, the said Dame Frances Jerningham, my executors or administrators or to some one of them, of the said sum of five hundred pounds within thirty days next after such signification, declaration and notice given as is aforesaid in the usual place of receipt in the Royal Exchange, otherwise called the Burse, in the City of London, and the said Sir George Carey, his heirs, executors, administrators or assigns, shall and will well and truly pay or cause to be paid to me, the said Dame Frances Jerningham, my executors or administrators, the said sum of five hundred pounds in the last day of the said thirty days in the said usual place of receipt in the said Royal Exchange, otherwise called the Burse, between the hours of nine in the morning and three in the afternoon of the said day, that then and from thenceforth immediately after such payment so had and made as well the said Sir Thomas Cornwallis, Charles Waldegrave, Edmund Audley and Thomas Spencer and their heirs shall stand and be seised as also that this present estate and seisin of the said messuage and other the premises (except above excepted), shall be to the only use and behoof of the said Sir George Carey, his heirs and assigns, forever, and to none other use, behoof or intent, anything above to the contrary notwithstanding:*

As by the said deed indented of feoffment plainly appeareth;

This indenture now therefore witnesseth and the said Henry Jerningham, party to these presents, doth by these presents acknowledge, confess and declare that the said Frances Jerningham sithence the making of the said feoffment hath made her last will and testament in writing, and thereby made and constituted the said Henry Jerningham, party to these presents, her executor of the same her last will and testament, and is deceased, and that he, the said Henry Jerningham, hath taken upon him the charge of the execution of the same last will and testament and proved the same as executor of the same last will and testament accordingly, as by the said last will and testament remaining proved and registered in the Prerogative Court of the Lord Archbishop of Canterbury doth and may plainly appear, and that the said Sir George Carey, knight, being minded to make payment of the said five hundred pounds to the said Henry Jerningham as executor of the said last will and testament of the said Dame Frances Jerningham, hath notified unto him, the said Henry Jerningham, as executor of the said last will and testament of the said Dame Frances Jerningham, that he, the said Sir George Carey, knight, would make payment unto him, the said Henry Jerningham, as executor of the last will and testament

of the said Dame Frances Jerningham, of the said sum of five hundred pounds within thirty days next after the said signification, declaration and notice given as aforesaid in the said place appointed for the payment thereof according to the said proviso and condition mentioned in the said deed indented of feoffment, and hath in and upon the day of the date of these presents, being the very last thirtieth day next after the said signification, declaration and notice given by the said Sir George Carey to the said Henry Jerningham as aforesaid, and between the said hours of nine in the morning and three in the afternoon of the same day of the date hereof, well and truly paid unto him, the said Henry Jerningham, as executor of the said last will and testament of the said Frances Jerningham at the said usual place of receipt in the said Royal Exchange, otherwise called the Burse, the said sum of five hundred pounds in all points according to the purport, effect and true meaning of the said proviso or condition, the which sum of five hundred pounds the said Henry Jerningham doth by these presents acknowledge himself to have received accordingly, and thereof and of every part and parcel thereof doth clearly acquit and discharge the said Sir George Carey, his heirs, executors and administrators and every of them by these presents;

And the said Henry Jerningham for the better assurance and sure making of the said messuage or tenement and other the premises to the said Sir George Carey and his heirs doth by these presents as well for and in consideration of the said five hundred pounds, as also for divers other good and sufficient causes and considerations him hereunto moving, fully, clearly and absolutely grant, bargain and sell unto the said Sir George Carey, his heirs and assigns, forever all the said messuage and tenement, cloister, cloister yard, orchard and garden with all and singular their appurtenances situate, lying and being within the precinct of the late-dissolved monastery called the Blackfriars within the City of London, and also all those tenements newly built and erected within the precinct and compass of the said cloister of the said dissolved monastery in London aforesaid (except before herein recited to be excepted), together with all ways, easements, entries and commodities whatsoever to the said messuage, cloister, cloister yard, garden or orchard and other the premises or to any of them belonging or in any wise appertaining, and also the reversion and reversions, remainder and remainders of all and singular the said messuages or tenements, cloister and cloister yard, garden, lands, tenements and other the premises and of every part and parcel thereof and all the estate, right, title and interest of the said Henry Jerningham, party to these presents, of, in or to the said messuage or tenement, cloister, cloister yard, orchard, garden, lands, tenements and other the premises and every or any part or parcel thereof, and also all and singular rent and rents reserved upon any demise or lease heretofore made by the said Sir Henry Jerningham or the said Henry Jerningham, party to these presents, and the said Lady Frances, or any of them, of the premises or of any part or parcel thereof (except before excepted);

And the said Henry Jerningham, party to these presents, doth further for the consideration aforesaid, grant & bargain and sell unto the said Sir George Carey, his heirs and assigns, forever all and singular deeds, evidences, charters, letters patents, exemplifications, writings, escripts and muniments whatsoever touching and concerning only the said messuages or tenements, lands, tenements and other the premises or any part or parcel thereof, all which deeds, evidences, charters, writings, escripts and muniments or so

many of them as the said Henry Jerningham, party to these presents, or any other person or persons to his use or by his delivery have or hath in his, their or any of their custody or possession or which he, the said Henry Jerningham, party to these presents, or his heirs may lawfully get, obtain or come by without suit in law, together also with the true copies of all other deeds, evidences, charters, letters patents, exemplifications, writings and muniments now remaining in the hands, custody or possession of the said Henry Jerningham or of any other person or persons by his delivery or to his use or which he, the said Henry, or his heirs may lawfully get, obtain or come by without suit in law touching and concerning the premises or any part thereof and any other land or tenement, to be written and copied out at the costs and charges of the said Sir George Carey, his heirs, executors or assigns, he, the said Henry Jerningham, party to these presents, for him, his heirs and assigns doth covenant and grant to and with the said Sir George Carey, his heirs and assigns, by these presents well & truly to deliver or cause to be delivered to the said Sir George Carey, his heirs or assigns, safe, whole, uncanceled & undefaced at or before the feast of Easter next coming after the date of these presents;

To have and to hold all the said messuages or tenements, cloister, cloister yard, orchard, garden, lands, tenements, hereditaments & all & singular other the premises before herein expressed to be hereby granted, bargained and sold & every part & parcel thereof with the appurtenances (except before excepted) unto the said Sir George Carey, knight, his heirs & assigns, forever to the only proper use and behoof of the said Sir George Carey, knight, his heirs & assigns, forever;

And the said Henry Jerningham, party to these presents, for himself, his heirs, executors & administrators, doth covenant & grant to & with the said Sir George Carey, his heirs & assigns, by these presents that he, the said Henry Jerningham, party to these presents, shall & will before the feast of the Nativity of St John Baptist next coming after the date of these presents at the costs & charges in the law of the said Sir George Carey, his heirs or assigns, by fine before the Justices of the Common Pleas for the time being in due form of law to be levied with proclamations according to the form of the statutes in that behalf made & provided and now standing & being in force acknowledge all the said messuages, cloister, cloister yard, orchard, garden, lands, tenements, hereditaments & other the premises (except before excepted) by such name and names & in such manner & form as the said Sir George Carey or his counsel learned in the law shall reasonably devise, advise & require to be the right of the said Sir George Carey as those which the said Sir George Carey hath of the gift of the said Henry Jerningham, party to these presents, and the same shall remise & quitclaim from him, the said Henry, & his heirs to the said Sir George Carey & his heirs forever, and further the said Henry shall by the same fine grant for him & his heirs that he, the said Henry, & his heirs shall warrant all the said messuages, lands, tenements & other the premises to be comprised in the same fine to the said Sir George Carey & the heirs of the said Sir George against him, the said Henry, & his heirs forever;

And it is further covenanted, granted, concluded & fully agreed by & between the said parties, and the said Henry Jerningham, party to these presents, for the consideration aforesaid doth covenant and grant for him & his heirs to & with the said Sir George

Carey, his heirs & assigns, by these presents that the said fine so to be levied & all other fines, conveyances & assurances as well heretofore had, made, levied or executed as at any time or times hereafter to be had, made, levied or executed by or between the said parties to these presents of the said messuages, lands, tenements, hereditaments & other the premises before herein mentioned to be comprised in the same fine or of any part or parcel thereof, by what name or names soever the same have been or shall be had, made, levied or executed, & the full force & execution of them & of every of them shall be & shall be adjudged, esteemed & taken to be, & the said Sir George Carey & his heirs & all & every person & persons which at any time or times after the date of these presents shall stand or be seised of the premises or of any part or parcel thereof of any estate of inheritance in possession, reversion or remainder & his, her & their heirs shall stand & be thereof seised to the only use & behoof of the said Sir George Carey, his heirs & assigns, forever and to no other use, intent nor purpose;

And the said Henry Jerningham, party to these presents, for himself, his heirs, executors & administrators, doth covenant & grant to & with the said Sir George Carey, his heirs & assigns, by these presents that he, the said Henry Jerningham, his heirs & assigns, shall & will at all & every time & times hereafter & from time to time clearly acquit & discharge or otherwise at or upon reasonable request well & sufficiently save & keep harmless as well the said Sir George Carey, his heirs & assigns, as also all the said messuages or tenements, lands, tenements & other the premises before herein mentioned to be hereby granted, bargained & sold & every part & parcel thereof with the appurtenances of & from all & singular former bargains, sales, gifts, grants, jointures, dowers, estates, titles, interests, leases, statutes merchant & statutes of the Staple, recognizances, judgments, executions, rents, arrearages of rents, forfeitures, troubles, charges & encumbrances whatsoever had, made, done, committed or willingly and wittingly suffered by the said Frances Jerningham & Henry Jerningham, party to these presents, or any of them or by any other person or persons whatsoever by, with or under the estate, right, title or interest of them, the said Frances and Henry Jerningham, or of either of them or of their or either of their assent, consent, means or procurement, the rents & services from henceforth to grow or become due & payable to the chief lord or lords of the fee or fees of the premises for or in respect of his or their seigniories [only of the said premises before?] herein recited, & all leases, estates & interests heretofore made to or by the said Sir George Carey or to any other person or persons by or with his privity, consent or agreement only excepted & forprised;

And the said Henry Jerningham, party to these presents, for himself, his heirs, executors & administrators, doth further covenant & grant to & with the said Sir George Carey, his heirs & assigns, by these presents that he, the said Sir George Carey, his heirs & assigns & every of them, & all & every person & persons which at any time hereafter shall have any estate, right, title or interest of, in or to the premises before herein mentioned to be hereby granted, bargained & sold or any part or parcel thereof by, from or under the said Sir George Carey shall or lawfully may at all and every time & times hereafter forever peaceably & quietly have, hold, occupy & enjoy all the said messuages or tenements, lands, tenements, hereditaments & all other the premises before herein mentioned to be hereby granted, bargained & sold & every part & parcel thereof with the appurtenances

according to the true intent & plain meaning of these presents without any let, trouble, vexation or interruption of the said Henry Jerningham, party to these presents, his heirs or assigns or of any of them or of any other person or persons whatsoever having or rightfully claiming to have or which at any time or times hereafter shall have or rightfully claim to have any lawful estate, right, title or interest of, in or to the premises (except before excepted) or any part or parcel thereof by, from or under the said Henry Jerningham, party to these presents, & the said Frances Jerningham or either of them or by or with their or either of their assent, consent, means or procurement;

And the said Henry Jerningham, party to these presents, for himself, his heirs, executors & administrators, doth further covenant & grant to & with the said Sir George Carey, his heirs & assigns, by these presents, that he, the said Henry Jerningham, party to these presents, and all & every other person & persons now having or rightfully claiming to have or which at any time or times hereafter shall have or rightfully claim to have any lawful estate, right, title or interest of, in, to or out of the premises (except before excepted) or any part or parcel thereof by, from or under the said Henry Jerningham, party to these presents (except before herein or hereby excepted) shall and will at all and every time & times hereafter during the space of five years next ensuing the date of these presents at and upon the reasonable request and at the only costs & charges of the said Sir George Carey, his heirs or assigns, do make, suffer, acknowledge & execute all & every such lawful & reasonable act & acts, thing & things, devise & devises in the law whatsoever with warranty only of him, the said Henry Jerningham, party to these presents, and his heirs against him, the said Henry, & his heirs, or else without warranty as shall be reasonably devised or advised by the said Sir George Carey, his heirs or assigns, or his or their counsel learned in the law, be it by fine, feoffment, recovery with voucher or vouchers over, release, confirmation or otherwise, or by all or as many of these ways or means or any other as the said Sir George Carey, his heirs or assigns, or his or their counsel learned in the law shall think reasonable, meet or convenient for the better conveying, assuring & sure making of all & singular the premises before herein expressed to be hereby granted, bargained & sold and every or any part or parcel thereof to the said Sir George Carey, his heirs and assigns, forever;

In witness whereof the parties aforesaid to these presents interchangeably have set their hands & seals the day and year first above-written.

George Carey