

SUMMARY: The document below is the indenture dated 26 February 1580 by which Frances Baynham Jerningham (d.1583), widow of Sir Henry Jerningham (d. 6 September 1572), leased the Jerningham mansion in the Blackfriars to Sir George Carey (1548-1603), later 2<sup>nd</sup> Baron Hunsdon, for 21 years from 29 September 1580 at £8 per annum.

For discussion of the leased property, which adjoined on the south and east the premises later occupied by James Burbage's Blackfriars theatre, see TNA C 66/768, mm. 23-4; the will of Sir Henry Jerningham (d. 6 September 1572), TNA PROB 11/55/240; and the will of Frances Baynham Jerningham, TNA PROB 11/66/340.

See also the indenture dated 3 April 1574, NRO JER 245 55X1, by which Frances Baynham Jerningham leased part of her 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>.

The lease states that part of the property had recently been in the occupation of Sir William Morgan, for whom see the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1558-1603/member/morgan-sir-william-1542-83>.

This indenture made the 26<sup>th</sup> day of February in the 22<sup>nd</sup> 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 the right worshipful the Lady Frances Jerningham of Costessey in the county of Norfolk, widow, late wife of Sir Henry Jerningham, knight, deceased, of thone party, and Sir George Carey of Hunsdon in the county of Hertford, knight, of thother party:

Witnesseth that the said Lady Frances Jerningham, for divers & sundry good causes & special considerations her in this behalf sufficiently moving, hath demised, granted & to farm set and by these presents demiseth, granteth and setteth to farm unto the said Sir George Carey all that messuage or tenement, cloister, cloister yard, orchard & garden with all and singular their appurtenances situate, lying and being within the precinct of the late-dissolved house called the Blackfriars within the City of London which of late were in the th' occupation of Sir William Morgan, knight, and also all the tenements newly built & erected within the compass of the cloister there, together with all ways, easements, entries & commodities whatsoever to the said messuage or tenement, cloister, cloister yard, garden & orchard belonging or appertaining except one long room commonly called the upper library there & all the lodgings that be on the left hand of the door entering into the said messuage commonly called Mr Dereham's chamber and Mr Phillips' chamber, with free ingress, egress & regress in, to & from the same at all

convenient times and from time to time during the continuance of this present demise & out of this grant to the said Lady Frances Jerningham, her heirs & assigns, always reserved & forprised;

To have and to hold the said messuage or tenement, cloister, cloister yard, orchard, garden and all other the premises with their appurtenances (except before excepted) unto the said Sir George Carey & to his assigns from the feast of St Michael th' Archangel next coming after the date hereof unto the end of the term and for & during the whole term of twenty-one years then next following fully to be complete & ended if the said Lady Frances Jerningham & the said Sir George Carey do both live so long and not otherwise, yielding and paying therefore yearly during the said term unto the said Lady Frances Jerningham & to her assigns eight pounds of lawful money of England at the feasts of th' Annunciation of Our Blessed Lady St Mary the Virgin & St Michael th' Archangel by equal portions or within one month next after any of the said feasts, being lawfully demanded;

Provided always that if the said Lady Frances Jerningham at any time or times during the said term shall be minded to lie & keep house in the said messuage or tenement and shall give notice thereof to the said Sir George Carey or to his assigns three months before of her determination to come lie & keep house there by her letters signed with her hand, then in case the said Sir George Carey shall be contented therewithal, he shall give place, avoid & leave the possession of the said premises to the occupation of the said Lady Frances Jerningham for the time only of her personal residence there, and thereupon the said Lady Frances Jerningham doth promise & grant by these presents that she, the said Lady Frances Jerningham, shall allow & deduct unto the said Sir George Carey, his executors and assigns, of the yearly rent of eight pounds above reserved such part as shall be due rateably for the time of her abode there, but in case the said Sir George Carey shall not be contented to leave the occupation of the said premises to the said Lady Frances Jerningham in manner and form aforesaid, then be it also provided and the said Sir George doth covenant & grant to & with the said Frances Jerningham that the said Sir George, his executors or assigns, shall pay & discharge all such rent as shall be due & payable for any other house which the said Lady Frances shall provide in or near the City of London aforesaid for and during the time of her abode there, so that the same rent do not exceed the sum of forty pounds by year, and thereupon the said Lady Frances Jerningham doth covenant & grant by these presents to allow unto the said Sir George toward the payment of the said last-recited rent such part of the foresaid yearly rent of eight pounds reserved for the said premises as shall fall out to be due rateably according to the time of her abode there according to the true meaning of these presents;

And the said Sir George Carey for himself, his executors & assigns, doth covenant & grant to & with the said Lady Frances Jerningham, her heirs & assigns, by these presents that he, the said Sir George, his executors and assigns, shall at his and their proper costs and charges well & sufficiently repair, uphold and maintain the said messuage or tenement whereof he shall have the possession from time to time when need shall require during the said term, and the same and every part thereof so shall leave and yield up in th' end of the said term;

And further shall at all time and times hereafter within the space of five years next after following the beginning of this present lease and from time to time during this present demise do his uttermost endeavour to obtain, procure and get unto the said Lady Frances & her heirs all such right, title, claim, interest and demand as the said Lady Frances or her heirs have or ought to have in or to any part or parcel contained, mentioned or specified in this present demise so far forth as the same may be done by order and course of the common laws of this realm, and that at the only cost and charges in the law of the said George Carey, his executors & assigns;

And if it happen the said yearly rent of eight pounds or any part thereof to be behind & unpaid after any of the said feasts in which it ought to be paid by the space of twenty-eight days, the same being lawfully demanded, that then or at any time or times after it shall be lawful to and for the said Lady Frances Jerningham, heir heirs and assigns, or to any of them into the said demised premises to re-enter and the same to have again, retain and keep as in her former estate, anything in these presents contained to the contrary thereof in any wise notwithstanding;

Be it also further provided that the said Sir George Carey shall not assign, grant, let, set or otherwise put away the said premises or any part thereof to any person or persons without the licence and consent of the said Lady Frances Jerningham thereunto first had and obtained in writing;

Provided also that if the said Frances Jerningham at any time after five years from the beginning of this present lease shall be minded to sell & alien the fee simple & inheritance of the said messuage or tenement with the appurtenances before demised, and the said Sir George Carey shall refuse and mislike to buy the same at such price as the said Lady Frances may have without fraud and covin of any other that shall be willing to buy the same, that then and from thenceforth within one twelvemonth after any such sale to be made by the said Lady Jerningham this present lease to cease and be void, anything in these present indentures to the contrary notwithstanding;

In witness whereof the parties aforesaid to these present indentures interchangeably have set their seals, given the day and year above-written.

George Carey

Sealed & delivered in the presence of John Dereham, George Blande(?), Humphrey Kempe