

SUMMARY: The document below is an indenture dated 10 July 1543 by which, after the death of Sir William Kingston (d. 14 September 1540), Henry VIII granted to Lady Mary Scrope Jerningham Kingston (d. 25 August 1548), and her eldest son by her first marriage, Sir Henry Jerningham (d. 6 September 1572), a new 21-year lease of premises in the Blackfriars after they had surrendered an earlier lease of the same premises which had been granted to Sir William Kingston, Lady Mary Kingston and Sir Henry Jerningham for three lives plus one year on 20 December 1536 by John Hilsey (d. 4 August 1539), Bishop of Rochester and last Prior of the Blackfriars.

The terms of the new lease, which state that the lessees are responsible for the repair of new buildings, suggest that the Kingstons had already constructed new buildings on the premises.

For the earlier lease dated 20 December 1536, see TNA E 309/9/180. For the letters patent of 5 September 1545 by which Lady Mary Kingston and Sir Henry Jerningham were granted the freehold of this and other property in the Blackfriars, see TNA C 66/768, mm. 23-4.

For mention of the indenture below, see Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), p. 105 at:

<https://archive.org/stream/collectionspt102malouoft#page/104/mode/2up>.

This indenture made between the most excellent Prince & Lord, Lord Henry the Eighth, by the grace etc., on the one part, & Lady Mary Kingston, widow, late the wife of William Kingston, knight, deceased, & Henry Jerningham, gentleman, on the other part, witnesseth that whereas John Hilsey, late Prior of the late Friars Preachers commonly called 'lez black freers' within the city of London, & the late Convent of the same place made to William Kingston, knight, Mary, his wife, & Henry Jerningham a certain indenture & demise, the tenor of which followeth in these words:

*This indenture made the twenty day of December the eight and twenty year of the reign of our Sovereign Lord King Henry th' Eight between the Reverend Father in God John Hilsey, Bishop of Rochester, Perpetual Commendatory of the Order of Friars Preachers of the House of Saint John Evangelist in London next Ludgate, and the Convent of the same place of the one party, and the right worshipful Sir William Kingston, knight, Dame Mary, his wife, [+and?] Henry Jerningham, son and heir apparent of the said Dame Mary, on the other party;*

*Witnesseth that the said Reverend Father Perpetual Commendatory & Convent of one assent and consent, will and full agreement, have given and granted and by this present do give and grant, demisen and letten to farm to the foresaid Sir William Kingston, Dame Mary, his wife, & Henry Jerningham all the messuage, tenement [+and?] garden which*

*of late was in the hands of Dame Elizabeth Denton, with a way to the water-side between the garden of my Lady Peacock's of the west part and the garden of Richard Trice of the east part, and also two chambers and a cellar underneath the library, which sometime was the under-library, adjacent to the hill garden;*

*To have and to hold the said messuage, tenement, garden, two chambers [+and?] cellar with th' appurtenances during the lives of the said Sir William, Dame Mary and Henry Jerningham or the longest liver of them in as large and ample wise as the said Perpetual Commendatory or Convent hath authority to let or set any tenement of theirs by virtue of their Convent seal;*

*Yielding and paying therefore to the said Perpetual Commendatory or Convent & to their successors five pounds sterling yearly at four sundry terms by even portions, that is to say, at th' Annunciation of Our Lady next following the date hereof five and twenty shillings, at the feast of Saint John Baptist five and twenty shillings, at the feast of Saint Michael th' Archangel five and twenty shillings, and the feast of the Nativity of Our Lord five and twenty shillings;*

*And moreover it is agreed that the said Reverend Father Perpetual Commendatory [+and?] Convent & their successors shall repair, build & make reparations of the said tenement & messuage so oft as need shall require, except such new buildings as the said Sir William [+and?] Dame Mary hath re-edified of new from the ground, which shall be maintained and repaired at the costs & charges of the said Sir William, Dame Mary & Henry Jerningham during their lives;*

*And if it fortune the said rent of five pounds to be behind unpaid in part or in all after any of the said feasts by the space of two months, and so lawfully demanded and asked, that then it shall be lawful to the said Perpetual Commendatory & Convent & to their successors into all the said tenement to re-enter and distrain, and the distress so taken to bear, carry away and withhold unto such time that they of the said five pounds and of th' arrearages of the same be fully contented and paid;*

*And if it happen the said yearly rent of five pounds to be behind unpaid in part or in all by the space of a whole year, and no sufficient distress there can be found, that then it shall be lawful unto the said Perpetual Commendatory or Convent and their successors into all the said tenement with other the premises with th' appurtenances to re-enter, and the same to have again and repossede as in their first estate, these indentures notwithstanding;*

*And also it shall not be lawful unto the said Sir William Kingston nor Dame Mary [+nor?] Henry Jerningham their estate and terms of years of and in the said tenement with other the premises with th' appurtenances nor any parcel thereof to any person or persons to grant, alien [+or?] let to farm in any wise without the licence, will, consent and agreement of the said Perpetual Commendatory or Convent or their successors first asked, had & obtained;*

*In witness whereof as well the common seal of the said Perpetual Commendatory and Convent as the seals of the said Sir William Kingston, Dame Mary, his wife [+and?] Henry Jerningham to these indentures interchangeably are set;*

*Given in the chapter-house of the said Perpetual Commendatory and Convent the day and year above-written;*

Which certain indenture & demise the said Lady Mary Kingston, widow, & Henry Jerningham before Richard Rich, knight, Chancellor of the Court of Augmentations of the Revenues of the Crown of the King, lately surrendered to the said Lord the King to the intent that the same Lord the King would deign to make and grant another indenture & demise for the term of twenty-one years to the same Lady Mary & Henry in form as followeth;

Therefore the said Lord the King by the advice of the Council of the Court of Augmentations of the Revenues of his Crown has demised, granted & to farm let to the forenamed Lady Mary Kingston & Henry Jerningham all that foresaid messuage or rent [sic for 'tenement?'] & garden with the appurtenances situate, lying & being within the circuit and precinct of the same late house of the Friars Preachers, and also all & singular other the premises above expressed and specified with their entire appurtenances which by the foresaid prior indenture to the forenamed William Kingston, Lady Mary Kingston & Henry Jerningham in form aforesaid were demised & granted;

To have & to hold the foresaid messuage or tenement & garden and all & singular other the premises with their entire appurtenances to the forenamed Lady Mary Kingston & Henry Jerningham & their assigns from the feast of Saint Michael next to come to the end of the term & for the term of twenty & one years then next following & fully to be completed;

Yielding therefore yearly to the said Lord the King, his heirs & successors, five pounds of lawful money of England at the feasts of the Annunciation of Blessed Mary the Virgin & Saint Michael the Archangel or within one month after each of those feasts to the Court aforesaid by equal portions to be paid during the term aforesaid;

And the foresaid Lord the King wills & by these presents has granted that he, his heirs & successors, against any persons whatsoever from time to time will discharge, acquit & save the said Lady Mary & Henry & their assigns from all & all manner rents, fees, annuities & sums of money whatsoever concerning the premises issuing or to be paid or on that account charged or to be charged, except from the rent above by these presents reserved;

And all houses & buildings of the premises, except the repair of all those buildings which by the foresaid William Kingston & Lady Mary, his wife, were newly re-edified, in all things & for all things shall cause to be well & sufficiently repaired, sustained & maintained during the term aforesaid;

And the foresaid Lady Mary Kingston & Henry grant by these presents that they & their assigns shall at their own proper costs & charges during the term aforesaid well & sufficiently repair, sustain & maintain in & for all things from time to time as often as need shall require all the foresaid buildings which by the foresaid William Kingston & Lady Mary, as aforesaid, were newly re-edified & built, and the same thus sufficiently repaired shall leave at the end of the term aforesaid;

Provided always that if it shall happen the foresaid rent to be in arrears unpaid in part or in whole by the space of one month after any day of payment above limited, being duly demanded, that then this present demise to be void and of none effect, anything in the present indenture contained to the contrary thereof notwithstanding;

In testimony of which thing to the one part etc., and to the other true part etc.;

Given on the tenth day of July in the thirty-fifth year of the reign of the said Lord the King.

[f. 52r]

1 Hec Indentura facta inter excellentissimum Principem & Dominum Henricum octavum dei gratia &c

2 ex vna parte & Dominam Mariam Kyngeston viduam uxorem Willielmi Kyngeston Militis defuncti & Henricum

3 Iernyngham Genosum ex altera parte Testatum quod Cum Iohannes Hilsey dudum Prior noster fratrum predicatorum

4 vulgariter nuncupatorum lez black freers infra Ciuitatem London & eiusdem loci noster Conventus fecerunt Willielmo

5 Kyngeston Militi Marie uxori eius & Henrico Iernyngham quandam indenturam & dimissionem Cuius tenor

6 sequitur in hec verba This indenture made the twenty daye of Decembre in the eight and twenty

7 yere of the reigne of our soueraigne lorde King Henry theight betwene the reuerend father in god

8 Iohn Hilsey Bishop of Rochester perpetuall commendatorie of the ordre of freers prechers of the

9 house of Seynte Iohn Euangeliste in London nexte Ludgate and the Convente of the same

10 place of the one partie And the right Worshipfull Sir William Kyngeston knight Dame Marye

11 hys Wyfe Henry Iernyngham sonne and heire apparante of the said Dame Marye on the other

12 partie Witnessith that the saide reu{er}ende father p{er}petuall com{m}endatorie and Convente of one

13 assente and consente Will and full agremente have gyven and graunted and by this p{re}sente

14 do gyve and graunte dymysen and letten to ferme to the forsaide Sir William Kyngston Dame

15 Marye his Wyfe and Henry Iernyngham all the mesuage ten{emen}t{e} gardyn which of late Was in the

16 handes of Dame Elizabeth Dentonys With a Waye to the Water syde bytwene the gardyne

17 of my Ladye Paycokes of the Weste parte and the garden of Richarde Trice of the easte parte

18 And also two chambers and a seller vnder nethe the lib{r}arye Which sume tyme was the

19 vnder lib{r}arye adioyned to the hill garden To haue and to hold the saide mesuage tenement

20 garden two chambers seller With thapp{ur}ten{a}unc{es} during the lyves of the saide sir William Dame

21 Marye and Henry Iarnyngham or the longeste lyver of theym in as large and ample Wise as the

22 said p{er}petuall com{m}endatorie or Convente hathe auctoritie to let or sett any ten{emen}te of theirs by v{ir}tue

23 of their Convente seale yelding or paying therfore to the saide p{er}petuall com{m}endatorie or Conuent

24 and to their successours fyve poundes st{er}ling{e} yerly at foure sundrye termes by even porc{i}ons

25 That ys to saye at thannu{n}ciac{i}on of our Ladye nexte following the date herof fyve and

26 twenty shilling{es} at the feaste of seynte Iohn Baptiste fyve and twenty shilling{es} at the feaste of

27 seynte Michaell tharchaungell fyve and twenty shilling{es} and the feaste of the natyvitie of our

28 lorde fyve and twentye shilling{es} And moreouer yt ys agreed that the saide reu{er}end father p{er}petuall

29 com{m}endatorie Convent and their successours shall repayre buylde and make rep{ar}ac{i}ons of the saide

30 tenement and mesuage so ofte as need shall requyer Excepte suche newe buyldyng{es} as the saide

31 William Dame Marye hathe reedified of newe frome the grounde Which shalbe maynteyned and

32 repayred at the costes and charges of the saide sir William dame Marye and Henry Iarnyngham

33 duryng their lyves And yf yt fortune the saide rente of fyve poundes to be behynde vnpayed

[f. 52v]

1 in parte or in all after eny of the saide feastes by the space of two monethes And so lauffully dem{a}nded

2 and asked that then yt shalbe lauffull to the saide p{er}petuall com{m}endatorie and Convente and to their

3 successours into all the saide tene{men}t to reentre and distreyne And the distrese so taken to beare carrye

4 a Waye and Withhold vnto suche tyme that they of the saide fyve poundes and of tharrerages of

5 the same be fully contented and payed And yf yt happen the saide yerly rent of fyve poundes to

6 be behynde vnpayed in parte or in all by the space of a hole yere and no sufficient distres there can

7 be found that then yt shalbe lafull vnto the saide p{er}petuall com{m}endatorie or Convent and their

8 successours into all the saide ten{emen}te With other the p{re}misses With thapp{ur}ten{a}unc{es} to reentre and

9 the same to have agayne and repossede as in their firste estate theis indentures not Withstondyng

10 And also yt shall not be lafull vnto the saide sir Wiliam Kyngston nor dame Marye Henry

11 Iernyngham their estates and termes of yeres of and in the saide ten{emen}te With other the p{re}misses

12 With thapp{ur}ten{a}unc{es} nor eny parcel therof to eny p{er}son or p{er}sons to gra{u}nte alien let to farme in eny

13 Wise Withoute the lycence Will consente and agremente of the saide p{er}petuall com{m}endatorye or

14 Convente or their successours fyrste asked had and opteyned In Witnesse Wherof as Well the

15 com{m}en seale of the saide p{er}petuall com{m}endatorie and Convente as the seales of the saide

16 sir William Kyngston dame Marye his Wyfe Henry Iarnyngham to theis Indentures int{er}ch{a}ungebly

17 are sett Gyven in the Chapture house of the saide p{er}petuall com{m}endatorie and Convente the

18 daye and yere aboue Written Quamquidem Indenturam & dimissionem dict{a} d{omi}na Maria Kyngston

19 vidua & Henr{ico} Iarnyngham coram Ric{hard}o Riche Milite Cancellar{io} Cur{ie} Augmentac{i}onu{m} reuenc{i}onu{m} Corone

20 Regie d{i}c{t}o d{omi}no Regi nup{er} sursum reddidit ea intenc{i}o{n}e q{uo}d idem d{omin}us Rex aliam Indenturam &

21 dimissionem p{ro} t{er}mino viginti vnus annor{um} eidem d{omi}ne Marie & Henr{ico} in forma sequen{ti} fac{er}e &

22 concedere dignaret{ur} Ideo d{i}c{t}us d{omin}us Rex p{er} aduisament{o} Consilij Cur{ie} Augmentac{i}onu{m} reuenc{i}onu{m}

23 Corone sue tradidit concessit & ad firmam dimisit p{re}fat{is} D{omi}ne Marie Kyngston & Henr{ico} Iarnyngham

24 totum p{re}d{i}c{tu}m Mesuagiu{m} siue reddit{um} [sic?] & gardinu{m} cum p{er}tin{entijs} situat{um} iacen{s} & existen{s} infra circuitum et

25 p{ro}cinctum eiusdem nup{er} domus fr{atrum} p{re}dicator{um} Aceciam om{n}ia & singula cet{er}a p{re}missa sup{er}ius exp{re}ssa et

26 sp{ec}ificat{a} cum suis p{er}tin{entijs} vniu{er}sis que p{er} p{re}d{i}c{ta}m Priorem indentur{am} p{re}fat{is} Will{elm}o Kyngston d{omi}ne Marie

27 Kyngston & Henr{ico} Iarnyngham in forma p{re}d{i}c{ta} dimissa & concessa fu{er}unt h{ab}end{um} & tenend{um} p{re}d{i}c{tu}m mesuagiu{m}

28 siue ten{ementum} & gardinu{m} ac om{n}ia & singula cet{er}a p{re}missa cum suis p{er}tin{entijs} vniu{er}sis p{re}fat{is} d{omi}ne Marie Kyngston &

29 Henr{ico} Iarnyngham & eor{um} assign{atis} a festo s{an}c{t}i Mich{ael}is p{ro}x{imum} futur{um} vsq{ue} ad finem t{er}mini & p{er} t{er}minu{m} viginti &

30 vnus annor{um} extunc p{ro}x{ime} sequen{tium} & plenar{ie} complend{orum} Reddend{o} inde annuatim d{i}c{t}o d{omi}no Regi hered{ibus}

31 & successorib{us} suis quinq{ue} libras legalis monete Anglie ad festa Annu{nciac}{io}n{is} b{eat}e Marie virginis &

32 s{an}c{t}i Mich{ael}is Arch{angel}i vel infra vnu{m} mensem post vtrumq{ue} festum festor{um} illor{um} ad Cur{iam} p{re}d{i}c{ta}m p{er} equales

33 porc{i}o{n}es soluend{as} durante t{er}mino p{re}d{i}c{t}o Et p{re}d{i}c{t}us d{omin}us Rex vult & p{er} p{re}sentis concedit q{uo}d ip{s}e hered{es} &

34 successores sui d{i}c{t}os d{omi}nam Mariam & Henr{icum} & eor{um} assign{atos} de om{n}ib{us} & om{n}imod{is} redditib{us} feod{is} annuitatib{us}

35 & denarior{um} sum{m}is quibuscumq{ue} de p{re}missis exeun{tibus} seu soluend{is} vel sup{er}inde on{er}at{is} seu on{er}and{is} p{re}t{er}q{ua}m de



36 redditu sup{er}ius p{er} p{re}sentes res{er}uat{o} v{er}sus quascumq{ue} p{er}sonas de tempore in tempus exon{er}abunt

[f. 53r]

1 acquietabunt & defendent Ac om{n}ia domos & edificia p{re}missor{um} p{re}t{er}quam(?) rep{ar}ac{i}o{n}em o{mn}i{u}m illor{um} edificior{um} que p{er} p{re}dict{os}

2 Will{elmu}m Kyngston & d{omi}nam Mariam vx{or}em eius de nouo reedificabant{ur} in om{n}ib{us} & p{er} om{n}ia bene & sufficient{er}

3 rep{ar}ari sustentari & manuteneri facient durante t{er}mino p{re}d{i}c{t}o Et p{re}dict{i} d{omi}na Maria Kyngston & Henr{icus} concedunt

4 p{er} p{re}sentes q{uo}d ip{s}i & eor{um} assign{ati} sumptib{us} suis p{ro}prijs & expens{is} om{n}ia p{re}d{i}c{t}a edificia que p{er} p{re}dict{um} Will{elmu}m

5 Kyngston & d{omi}nam Mariam vt p{re}d{i}c{tu}m est de nouo reedificat{a} & construit{a} fuerunt in om{n}ib{us} & p{er} om{n}ia de tempore

6 in tempus tociens quociens necesse & oportunu{m} fec{er}it bene & sufficient{er} rep{ar}abunt sustentabunt & manutenebunt

7 durante t{er}mino p{re}d{i}c{t}o Ac illa sic sufficient{er} rep{ar}at{a} in fine t{er}mini p{re}d{i}c{t}i dimittent [check] Prouiso semp{er} q{uo}d si contig{er}it

8 p{re}d{i}c{tu}m redditum aretro fore non solut{um} in parte vel in toto p{er} spaci{u}m vnius mensis post aliquem diem soluc{i}o{n}is

9 inde sup{er}ius limitat{um} si debito modo petat{ur} q{uo}d tunc hec p{re}sens dimissio vacua sit ac p{ro} nullo h{ab}eat{ur} Aliquo in

10 p{re}sent{i} indentur{a} content{o} incontr{ar}iu{m} inde non obstan{te} In cuius rei testimoniu{m} vni parti &c Alt{er}i vero parti &c

11 Dat{um} decimo die Iulij Anno regni d{i}c{t}i d{omi}ni Regis tricesimo quinto