

SUMMARY: The document below is the indenture dated 3 April 1574 by which Frances Baynham Jerningham leased part of her property in the Blackfriars to Francis Kempe for five years for £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, and the will of Frances Baynham Jerningham, TNA PROB 11/66/340.

This indenture made the third day of April in the sixteenth year of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France and Ireland, Defender of the Faith etc., between the right worshipful Lady Frances Jerningham, widow, late wife of Sir Henry Jerningham, knight, deceased, on the one party, and Francis Kempe of London, gentleman, on the other party:

Witnesseth that the said Lady Frances for divers good and reasonable causes and considerations her specially moving hath demised, granted, betaken and to farm letten and by these presents doth demise, grant, betake and to farm let unto the said Francis Kempe all that messuage or tenement, cloister, cloister yard, orchard and garden with all and singular the appurtenances situate, lying and being within the precinct of the late-dissolved house of Blackfriars within the city of London which sometime was in the tenure or occupation of the said Sir Henry Jerningham or of his assigns;

And also all ways, entries, commodities and other easements whatsoever to the same messuage or tenement, cloister, cloister yard, orchard, garden and other the premises with th' appurtenances or to any part thereof belonging or appertaining;

Except and always reserved unto the said Lady Frances and her heirs the upper library there, and one other long room within the said messuage called the Long Chamber on the right hand of the hall, and 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 and regress into and from the same at all times and from time to time during the term hereafter specified;

To have and to hold the said messuage or tenement, cloister, cloister yard, orchard, garden and other the premises with all and singular the appurtenances, except before excepted, to the said Francis Kempe, his executors and assigns, from the feast of the Annunciation of Our Lady last past for and during the full and whole term of five years from thence next following fully to be complete and ended;

Yielding and paying therefore yearly to the said Lady Frances, her heirs and assigns, eight pounds of lawful money of England at the feasts of St Michael th' Archangel and the Annunciation of Our Lady by even portions to be paid;

And the said Francis Kempe for him, his executors and administrators, and for every of them doth covenant, grant and agree to and with the said Lady Frances, her heirs and assigns, and to and with every of them by these presents that if she, the said Lady Frances, or her heir(?) or any of them shall at any time during the said term of five years be minded to lie and keep house in the said messuage, and shall give notice thereof unto the said Francis, his executors or assigns, one month before of her or his determination to come lie and keep house there, that then he, the said Francis, his executors and assigns and every of them, shall and will give place and avoid and leave the same to the occupying of the said Lady Frances and of her heir for the time only that she or he shall personally be resident there;

And also that he, the said Francis Kempe, his executors and assigns, shall from time to time during the said term of five years find and allow to the said Lady Frances and her heirs a convenient room within the said messuage or tenement to lay wood and coal in for her or their provision to be expended from time to time within the said messuage:

Provided always that it shall be lawful for the said Francis Kempe, his executors and assigns, to have free ingress, egress and regress into and from the cloister, cloister yard, orchard and garden belonging to the premises, and the same to use, occupy and enjoy together with the said Lady Frances and her heir during the time and times of her or his remaining there in form aforesaid;

Provided also that if the said Lady Frances or her heirs shall at any time lie at or occupy the said messuage or tenement above the space of one month within any one year during the said term, that then the rent before reserved shall be apportioned, deducted and allowed rateably for the time of her or his so lying at or occupying the same, and that the same Francis Kempe, his executors and assigns, may lawfully retain and keep back so much of the said rent before reserved as the same shall amount unto;

And the said Francis Kempe, for him, his executors and administrators and for every of them, doth further covenant and grant to and with the said Lady Frances, her heirs and assigns and every of them by these presents as well that he, the said Francis Kempe, his executors and assigns, at his and their own proper costs and charges shall and will repair, uphold and maintain all and singular the letten premises during and by all the said term, and in the end thereof so to leave it sufficiently repaired, upholden and maintained, as also that he, the said Francis Kempe, shall not alienate, assign or set over the premises or any part thereof to any person or persons without the special licence, consent and agreement of the said Lady Frances, her heirs or assigns or some or one of them, and further that if the said yearly rent of eight pounds or any part thereof be behind and not paid by the space of one month after any of the said feasts in which it ought to be paid, that then and at all times after it shall and may be lawful for the said Lady Frances, her heirs and assigns, into the letten premises and every part thereof wholly to re-enter, and the same to have again as in her or their former estate;

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

Frances Jerningham [on seal tab]

Endorsed: (1) ijjo Ap{ri}lis xvjo Eliz{abethe} Reg{ine}, The indenture of lease from the Lady Frances Jerningham, widow, to Francis Kempe, gentleman, of the messuage or tenement within the precinct of the late-dissolved priory of the Blackfriars for 5 years, yielding £8 rent per annum; (2) Blackfriars.