

SUMMARY: The document below is the indenture dated 11 March 1613 by which William Shakespeare (1564-1616) of Stratford upon Avon mortgaged to Henry Walker (d.1616) for £60 the dwelling-house or tenement and plot of ground within the precinct of the Blackfriars which he had purchased from Walker on 10 March for £140 (see Halliwell-Phillipps, James Orchard, *Outlines of the Life of Shakespeare*, 7th ed., (London: Longmans Green, 1887), pp. 34-6, from which the transcript below was prepared).

For a facsimile, see Schoenbaum, Samuel, *William Shakespeare: A Documentary Life*, (Oxford: Clarendon Press, 1975), p. 225.

Mathy or Matthew Bacon (d.1639) of Gray's Inn, his mother, Anne (nee Blackwell) Bacon, and his maternal grandfather, William Blackwell (d.1570?) are mentioned in the indenture by which William Shakspeare of Stratford upon Avon purchased the property on 10 March 1613. Mathy Bacon was the son of Thomas Bacon of Lavenham (d.1577), bailiff of the 16th Earl of Oxford's manor of Lavenham, and his wife Anne (nee Blackwell) Bacon. For the will of Thomas Bacon, which mentions leases held by him from both Oxford and from his father, the 16th Earl, see TNA PROB 11/59, ff. 271-2. For the will of Mathy or Matthew Bacon, see TNA PROB 11/80, ff. 413-14.

For a lawsuit concerning evidences for a messuage in the Blackfriars brought in Chancery on 26 April 1615 against Mathy Bacon by Sir Thomas Bendish (d.1636), Edward Newport, William Thursby, Robert Dormer and Mary, his wife, William Shakespeare (1564-1616) of Stratford upon Avon, gentleman, and Richard Bacon, see TNA C 2/JasI/B11/9.

For information concerning the vendor, Henry Walker; William Shakespeare of Stratford upon Avon's trustee, John Jackson (d.1625); and the witnesses to the indenture, see Hotson, Leslie, *Shakespeare's Sonnets Dated*, (London: Rupert Hart-Davis, 1949), pp. 132-40, 207-17. For the will of Henry Walker, see TNA PROB 11/128, ff. 221-3. For the will of John Jackson, see TNA PROB 11/145, ff. 392-3. For the will of Edward Overy, see TNA PROB 11/137, ff. 268-9.

This indenture made the eleventh day of March in the years of the reign of our Sovereign Lord James by the grace of God King of England, Scotland, France and Ireland, Defender of the Faith etc., that is to say, of England, France and Ireland the tenth and of Scotland the six and fortieth, between William Shakespeare of Stratford upon Avon in the county of Warwick gentleman, William Johnson, citizen and vintner of London, John Jackson and John Heminges of London gentlemen, of thone party, and Henry Walker, citizen and minstrel of London, of thother party;

Witnesseth that the said William Shakespeare, William Johnson, John Jackson and John Heminges have demised, granted and to farm letten and by these presents do demise, grant and to farm let unto the said Henry Walker all that dwelling-house or tenement with th'

appurtenances situate and being within the precinct, circuit and compass of the late Blackfriars, London, sometimes in the tenure of James Gardiner, esquire, and since that in the tenure of John Fortescue, gentleman, and now or late being in the tenure or occupation of one William Ireland or of his assignee or assigns, abutting upon a street leading down to Puddle Wharf on the east part right against the King's Majesty's Wardrobe, part of which said tenement is erected over a great gate leading to a capital messuage which sometime was in the tenure of William Blackwell, esquire, deceased, and since that in the tenure or occupation of the right honorable Henry, now Earl of Northumberland;

And also all that plot of ground on the west side of the same tenement which was lately enclosed with boards on two sides thereof by Anne Bacon, widow, so far and in such sort as the same was enclosed by the said Anne Bacon and not otherwise, and being on the third side enclosed with an old brick wall, which said plot of ground was sometime parcel and taken out of a great piece of void ground lately used for a garden;

And also the soil whereupon the said tenement standeth, and also the said brick wall and boards which do enclose the said plot of ground, with free entry, access, ingress, egress and regress in, by and through the said great gate and yard there unto the usual door of the said tenement;

And also all and singular cellars, sollars, rooms, lights, easements, profits, commodities and appurtenances whatsoever to the said dwelling-house or tenement belonging or in any wise appertaining;

To have and to hold the said dwelling-house or tenement, cellars, sollars, rooms, plot of ground and all and singular other the premises above by these presents mentioned to be demised and every part and parcel thereof with th' appurtenances unto the said Henry Walker, his executors, administrators and assigns, from the feast of th' Annunciation of the Blessed Virgin Mary next coming after the date hereof unto th' end and term of one hundred years from thence next ensuing and fully to be complete and ended without impeachment of or for any manner of waste, yielding and paying therefore yearly during the said term unto the said William Shakespeare, William Johnson, John Jackson and John Heminges, their heirs and assigns, a peppercorn at the feast of Easter yearly if the same be lawfully demanded, and no more;

Provided always that if the said William Shakespeare, his heirs, executors, administrators or assigns or any of them, do well and truly pay or cause to be paid to the said Henry Walker, his executors, administrators or assigns, the sum of threescore pounds of lawful money of England in and upon the nine and twentieth day of September next coming after the date hereof at or in the now dwelling-house of the said Henry Walker situate and being in the parish of Saint Martin near Ludgate of London at one entire payment without delay, that then and from thenceforth this present lease, demise and grant and all and every matter and thing herein contained other than this proviso shall cease, determine and be utterly void, frustrate and of none effect as though the same had never been had ne made, these presents or anything therein contained to the contrary thereof in any wise notwithstanding;

And the said William Shakespeare, for himself, his heirs, executors and administrators and for every of them, doth covenant, promise and grant to and with the said Henry Walker, his executors, administrators and assigns and every of them, by these presents that he, the said William Shakespeare, his heirs, executors, administrators or assigns, shall and will clearly acquit, exonerate and discharge or [+otherwise?] from time to time and at all times hereafter well and sufficiently save and keep harmless the said Henry Walker, his executors, administrators and assigns and every of them, and the said premises by these presents demised and every parcel thereof with th' appurtenances, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, jointures, dowers, entails, statutes, recognizances, judgments, executions and of and from all and every other charges, titles, troubles and encumbrances whatsoever by the said William Shakespeare, William Johnson, John Jackson and John Heminges or any of them or by their or any of their means had, made, committed or done before th' ensealing and delivery of these presents, or hereafter before the said nine and twentieth day of September next coming after the date hereof to be had, made, committed or done except the rents and services to the chief lord or lords of the fee or fees of the premises for or in respect of his or their seigniorie or seigniories only to be due and done;

In witness whereof the said parties to these indentures interchangeably have set their seals, given the day and years first above-written. 1612. William Shakespeare, William Johnson, John Jackson. Sealed and delivered by the said William Shakespeare, William Johnson and John Jackson in the presence of William Atkinson, Edward Overy, Robert Andrews, scrivener, Henry Lawrence, servant to the same scrivener.