

SUMMARY: The document below is the indenture dated 10 March 1613 by which William Shakespeare (1564-1616) of Stratford upon Avon purchased from Henry Walker (d.1616) a dwelling-house or tenement and plot of ground within the precinct of the Blackfriars for £140 (see Halliwell-Phillipps, James Orchard, *Outlines of the Life of Shakespeare*, 7th ed., (London: Longmans Green, 1887), pp. 31-4, from which the transcript below was prepared). According to Halliwell-Phillipps:

*This indenture was the one that was enrolled by the vendor in the Court of Chancery, and that which was afterwards held by the purchaser. From the original preserved at Hollingbury Copse.*

This copy is now held by the Folger Shakespeare Library as Folger MS Z.c.22(45). See:

[http://www.folger.edu/html/exhibitions/pens\\_excellencie/Shakespeare.asp](http://www.folger.edu/html/exhibitions/pens_excellencie/Shakespeare.asp).

Halliwell-Phillipps further notes that the vendor's copy is identical to the purchaser's copy 'with the exceptions of the signatures and the attestation, and an erasure of a few lines referring to a lease of the premises which had been granted by Walker in December, 1604'. The signatures and attestation, as given by Halliwell-Phillipps, are as follows:

*William Shakspere. 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.*

For the vendor's copy, now catalogued as CLC/522/MS03738 in the London Metropolitan Archives, see:

<http://search.lma.gov.uk/scripts/mwimain.dll/421/10/22/2204616?RECORD>.

For a facsimile of the vendor's copy, see Schoenbaum, Samuel, *William Shakespeare: A Documentary Life*, (Oxford: Clarendon Press, 1975), p. 221.

For the history of the property, see:

[http://www.cityoflondon.gov.uk/Corporation/LGNL\\_Services/Leisure\\_and\\_culture/Records\\_and\\_archives/Events/Shakespeare\\_property.htm](http://www.cityoflondon.gov.uk/Corporation/LGNL_Services/Leisure_and_culture/Records_and_archives/Events/Shakespeare_property.htm).

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. 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 message 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 tenth day of March in the year of Our Lord God according to the computation of the Church of England one thousand six hundred and twelve, and 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 Henry Walker citizen and minstrel of London of thone party, and 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 thother party;

Witnesseth that the said Henry Walker, for and in consideration of the sum of one hundred and forty pounds of lawful money of England to him in hand before th' ensealing hereof by the said William Shakespeare well and truly paid, whereof and wherewith he, the said Henry Walker, doth acknowledge himself fully satisfied and contented, and thereof and of every part and parcel thereof doth clearly acquit and discharge the said William Shakespeare, his heirs, executors, administrators and assigns and every of them, by these presents hath bargained and sold and by these presents doth fully, clearly and absolutely bargain and sell unto the said William Shakespeare, William Johnson, John Jackson and John Heminges, their heirs and assigns forever 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 message 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

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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 hereditaments whatsoever to the said dwelling-house or tenement belonging or in any wise appertaining;

And the reversion and reversions whatsoever of all and singular the premises and of every parcel thereof;

And also all rents and yearly profits whatsoever reserved and from henceforth to grow due and payable upon whatsoever lease, demise or grant, leases, demises or grants made of the premises or of any parcel thereof;

And also all th' estate, right, title, interest, property, use, possession, claim and demand whatsoever which he, the said Henry Walker, now hath or of right may, might, should or ought to have of, in or to the premises or any parcel thereof;

And also all and every the deeds, evidences, charters, escripts, muniments and writings whatsoever which he, the said Henry Walker, now hath or any other person or persons to his use now have or hath or which he may lawfully come by without suit in the law which touch or concern the premises only or only any part or parcel thereof, together with the true copies of all such deeds, evidences and writings as concern the premises, amongst other things, to be written and taken out at the only costs and charges of the said William Shakespeare, his heirs or assigns;

Which said dwelling-house or tenement and other the premises above by these presents mentioned to be bargained and sold the said Henry Walker late purchased and had to him, his heirs and assigns forever of Mathy Bacon of Gray's Inn in the county of Middlesex, gentleman, by indenture bearing date the fifteenth day of October in the year of Our Lord God one thousand six hundred and four and in the years of the reign of our said Sovereign Lord King James of his realms of England, France and Ireland the second and of Scotland the eight and thirtieth;

To have and to hold the said dwelling-house or tenement, shops, cellars, sollars, plot of ground and all and singular other the premises above by these presents mentioned to be bargained and sold and every part and parcel thereof with th' appurtenances unto the said William Shakespeare, William Johnson, John Jackson and John Heminges, their heirs and assigns, forever to th' only proper use and behoof of the said William Shakespeare, William Johnson, John Jackson and John Heminges, their heirs and assigns, forever;

And the said Henry Walker, for himself, his heirs, executors, administrators and assigns and for every of them, doth covenant, promise and grant to and with the said William Shakespeare, his heirs and assigns, by these presents in form following, that is to say, that he, the said Henry Walker, 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 William Shakespeare, his heirs and assigns and every of them of, for and concerning the bargain and sale of the premises and the said bargained premises and every part and parcel thereof with th' appurtenances of and from all manner of former bargains, sales, gifts, grants, leases, statutes, recognizances, jointures, dowers, entails, limitation and limitations of use and uses, extents, judgments, executions, annuities and of and from all and every other charges, titles and encumbrances whatsoever wittingly and wilfully had, made, committed, suffered or done by him, the said Henry Walker, or any other under his authority or right before th' ensealing and delivery of these presents, except the rents and services to the chief lord or lords of the fee or fees of the premises from henceforth for or in respect of his or their seignory or seignories only to be due and done;

And further the said Henry Walker, for himself, his heirs, executors and administrators and for every of them doth covenant, promise and grant to and with the said William Shakespeare, his heirs and assigns, by these presents in form following, that is to say, that for and notwithstanding any act or thing done by him, the said Henry Walker, to the contrary, he, the said William Shakespeare, his heirs and assigns, shall or lawfully may peaceably and quietly have, hold, occupy and enjoy the said dwelling-house or tenement, cellars, sollars and all and singular other the premises above by these presents mentioned to be bargained and sold and every part and parcel thereof with th' appurtenances, and the rents, issues and profits thereof and of every part and parcel thereof to his and their own use receive, perceive, take and enjoy from henceforth forever without the let, trouble, eviction or interruption of the said Henry Walker, his heirs, executors or administrators or any of them, or of or by any other person or persons which have or may before the date hereof pretend to have any lawful estate, right, title, use or interest in or to the premises or any parcel thereof by, from or under him, the said Henry Walker;

And also that he, the said Henry Walker, and his heirs and all and every other person and persons and their heirs which have or that shall lawfully and rightfully have or claim to have any lawful and rightful estate, right, title or interest in or to the premises or any parcel thereof by, from or under the said Henry Walker shall and will from time to time and at all times from henceforth for and during the space of three years now next ensuing at or upon the reasonable request and costs and charges in the law of the said William Shakespeare, his heirs and assigns, do, make, knowledge and suffer to be done, made and knowledged all and every such further lawful and reasonable act and acts, thing and things, devise and devises in the law whatsoever for the conveying of the premises, be it by deed or deeds enrolled or not enrolled, enrolment of these presents, fine, feoffment, recovery, release, confirmation or otherwise, with warranty of the said Henry Walker and his heirs against him, the said Henry Walker and his heirs only, or otherwise without warranty, or by all, any or as many of the ways, means and devises aforesaid as by the said William

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Shakespeare, his heirs or assigns, or his or their counsel learned in the law shall be reasonably devised or advised for the further, better and more perfect assurance, surety, sure making and conveying of all and singular the premises and every parcel thereof with th' appurtenances unto the said William Shakespeare, his heirs and assigns, forever to th' use and in form aforesaid;

And further that all and every fine and fines to be levied, recoveries to be suffered, estates and assurances at any time or times hereafter to be had, made, executed or passed by or between the said parties of the premises or of any parcel thereof shall be and shall be esteemed, adjudged, deemed and taken to be to th' only and proper use and behoof of the said William Shakespeare, his heirs and assigns, forever, and to none other use, intent or purpose;

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