

SUMMARY: The document below is the copy on the Close Rolls of the indenture, dated 10 October 1601 and enrolled in Chancery on 13 October 1601, by which Nicholas Brend (d. 12 October 1601) sold his properties in Bread Street in London and in Southwark in Surrey to Sir Mathew Browne (d.1603) and John Collett, including the Globe playhouse. The indenture below specifically mentions the playhouse, and Richard Burbage and William Shakespeare, gentlemen, as Brend's lessees.

For the background to the indenture below, see the earlier indenture of 7 October 1601 by which Nicholas Brend, in consideration for payment of his debts of £1478 and for £250 paid to him by John Collett, mortgaged his properties in Southwark (but not those in Bread Street) to Sir Mathew Browne and John Collett, TNA C 54/1722, mm. 5-7. It would appear that the indenture below was entered into to provide the additional security of the Bread Street properties to Browne and Collett, as Brend's debts had now been discovered to be almost twice the £1478 envisioned in the indenture of 7 October. See Berry, Herbert, *Shakespeare's Playhouses*, (New York: AMS Press, 1987), p. 87.

A significant feature of the indenture below is the absence of the clause contained in the earlier indenture of 7 October 1601 by which the 'sale' could be reversed. The indenture below contains no such clause, and thus to all intents and purposes amounted to an absolute sale of Brend's properties to Browne and Collett. On the other hand, since Browne, Collett and Bodley were Brend's close friends and family members, it was doubtless understood from the outset that they were to hold Brend's properties in trust for his underage heir, Matthew Brend, and to use the revenues from them to pay Brend's debts and perform certain provisions of his will.

For Nicholas Brend's recognizance to Sir Mathew Browne and John Collett in the amount of £2500 as security for performance of the indenture of 7 October 1601, see TNA C 54/1705, mm. 24-5.

For the will of Nicholas Brend, dated 10 October 1601 and proved 6 November 1601, see TNA PROB 11/98/348.

For the inquisition post mortem taken at Southwark on 3 December 1601 concerning lands held by Nicholas Brend, in which the properties in the indenture below are not mentioned, and which was delivered to the court on 27 January 1602 by John Bodley of Streatham, gentleman, see TNA C 142/271/151.

For the indenture of 11 November 1608 by which Collett sold his interest to Bodley, see TNA C54/1947, mm. 5-6.

For the final order by which ownership of the Globe playhouse and other properties in Southwark and in Bread Street in London was restored to Matthew Brend (1600-1659), the King's ward, after a lawsuit brought on his behalf by the King's attorney in the Court of Wards, see TNA WARD 9/94, ff. 31-3.

In the lawsuit in the Court of Wards, it is stated that after Sir Matthew Browne's death in 1603 his interest in the indenture below went to John Collett by survivorship. Collett sold his interest in the Globe playhouse, the inn called the Star in Bread Street, and other properties in Southwark and London to John Bodley of Streatham by indenture dated 11 November 1608 (see TNA C 54/1947, mm. 5-6).

It is possible that Nicholas Brend's tenant of the Star in Bread Street, Peter Jefferyes, was related to the poet John Milton, who was born in his father's house only a few doors away from the Star. From the *ODNB*:

*Milton, John (1608–1674), poet and polemicist, was born at 6.30 a.m. on Friday 9 December 1608 in the house at the sign of the Spread Eagle, Bread Street, London, and baptized in nearby All Hallows Church on 20 December, the third child of John Milton (1562–1647), and his wife, Sara, nee Jeffrey (c.1572–1637).*

For the burial of Peter Jefferyes, Nicholas Brend's tenant of the Star in Bread Street, see Bannerman, W. Bruce, ed., *The Registers of All Hallows, Bread Street, and St. John the Evangelist, Friday Street*, (London: Harleian Society, 1913), p. 170, available online:

*1601 Nov. 19. In our church in the aisle next to the Salters' Chapel, Mr Peter Jefferye of this parish, dwelling at the Star in Bread Street. He was now one of the churchwardens of this parish, and died at the end of the first year of he being in the same place or office.*

The Star in Bread Street is mentioned in the anonymous play of Sir Thomas More:

*ROBIN. Faith, Harry, the head drawer at the Miter by the great Conduit called me up, and we went to breakfast into St. Anne lane. But come, who begins? in good faith, I am clean out of practise. When wast at Garrets school, Harry?*

*HARRY. Not this great while, never since I brake his ushers head, when he played his scholars prize at the Star in Bread-street.*

For Peter Short's publications while at the Star in Bread Street, see Pulver, Jeffrey, *A Biographical Dictionary of Old English Music*, (New York: Burt Franklin, 1927, reprinted 1969), p. 429, available online:

*Short, Peter. A Tudor music printer who published a number of highly important works which are of the utmost interest to the musical historian. Working in London (at the sign of the "Star" in Bread Street Hill), he issued Anthony Holborne's Citharn Schoole, Dowland's First Booke of Songes, Morley's Canzonets, the same writer's Plaine and Easie Introduction, and the Seven Sobs of a Sorrowfull Soule, etc. (all in 1597); Farnaby's Canzonets in 1598 and Cavendish's Ayres a year later.*

Claus de Anno Eliz{abethe} R{egine} xliijo

LM: Brend ar {miger} et Browne et al {ij}

This indenture made the tenth day of October 1601 & in the three and fortieth 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 Nicholas Brend of the parish of West Molesey in the county of Surrey, esquire, on thone party, and Sir Mathew Browne of the Castle of West Betchworth in the said county of Surrey, knight, and John Collett, citizen and Merchant-Taylor of London, on thother party;

Witnesseth that the said Nicholas Brend, as well for and in consideration of certain competent sums of lawful money of England to him, the said Nicholas Brend, in hand before th' ensealing and delivery of these presents by the said Sir Mathew Browne and John Collett truly paid, whereof and wherewith the said Nicholas acknowledgeth himself fully and truly paid and satisfied, and thereof and of every part and parcel thereof doth clearly acquit and discharge the said Sir Mathew Browne and John Collett and either of them, their and either of their heirs, executors and assigns and every of them forever by these presents, as also for and upon divers other good and lawful causes & reasonable considerations him, the said Nicholas Brend, hereunto specially moving, hath granted, bargained, sold, aliened and confirmed and by these presents doth fully, clearly and absolutely grant, bargain, sell, alien and confirm unto the said Sir Mathew Browne and John Collett, their heirs and assigns, forever all that messuage or inn with th' appurtenances whatsoever commonly called or known by the name or sign of the Star situate, lying and being in or near Bread Street in the parish of All Hallows in Bread Street within the City of London late in the tenure or occupation of John Dunscombe, deceased, or his assigns, and now or late in the tenure or occupation of Peter Jefferyes or his assigns, and all and singular yards, backsides, halls, chambers, stables, haylofts, rooms, lights, easements, watercourses, commodities and hereditaments whatsoever to the said messuage or inn belonging or in any wise appertaining or now or at any time heretofore accepted, reputed, taken, known, letten or occupied as part or parcel of the said messuage or inn or as thereunto appertaining or belonging;

And also all and singular warehouses, rooms, yards, void grounds and hereditaments whatsoever of the said Nicholas Brend in the said parish of All Hallows in Bread Street aforesaid now or late in the tenure or occupation of Joan Dunscombe, widow, late the wife of the said John Dunscombe, deceased;

And all those two messuages or tenements with their appurtenances situate, lying and being together in Bread Street aforesaid in the said parish of All Hallows in Bread Street, London, on the south side of the gate-room or way leading out of Bread Street aforesaid into the said messuage or inn called the Star;

And all other the lands, tenements and hereditaments whatsoever now or late of the said Nicholas Brend situate, lying and being in the said parish of All Hallows in Bread Street aforesaid in the said City of London;

And also all those messuages, tenements, houses, edifices, buildings, chambers, rooms, playhouse, gardens, orchards, void grounds and other lands and hereditaments whatsoever with all and singular their appurtenances now or late in the several tenures or occupations of Francis Carter, tanner, John Oldfield, tanner, Hugh Tucker, waterman, John Kene, dyer, Henry Draper, beer-brewer, Avery Butcher, waterman, Hendrick Sturman, armourer, Nicholas Zetchwell, baker, John Treherne, gentleman, George Archer, porter, Laurence Bushe, draper, John Johnson, tailor, John Knolles, Abraham Campion, beer-brewer, Richard Burbage and William Shakspeare [=Shakespeare], gentlemen, John Bingham, saddler, and Robert Bromfield, gentleman, and of every or any of them, they and every or any of their assign or assigns, or in the tenure, manurance, holding or occupation of any other person or persons situate, lying and being in Maiden Lane in the parish of Saint Saviour alias Saint Mary Overies in Southwark in the said county of Surrey;

And all other the messuages, lands, tenements and hereditaments whatsoever now or late of the said Nicholas Brend situate, lying and being in the said parish of Saint Saviour alias Saint Mary Overies in Southwark aforesaid in the said county of Surrey;

And the reversion and reversions, remainder and remainders whatsoever of the said messuages, lands and hereditaments and other the premises and of every of them and of every part and parcel thereof;

And all yearly rents and other profits and payments and sums of money whatsoever reserved or payable or covenanted to be paid in, upon or by force of any demise, lease or grant, leases or grants made or granted of the said premises and of every or any of them or any part or parcel thereof;

Together with all and singular deeds, evidences, charters, escripts, fines, exemplifications, counterparts of leases, writings and muniments whatsoever concerning only the said premises or any of them or only any part or parts thereof;

All which, together with the true copies of all such other deeds, writings and muniments whatsoever which the said Nicholas Brend or any other to his use or by his delivery now have or hath or at any time had concerning the said premises or any of them or any part or parts thereof amongst any other lands or hereditaments, he, the said Nicholas Brend, for himself, his heirs, executors and administrators, covenanteth and granteth by these presents to and with the said Sir Mathew Browne and John Collett, their heirs and assigns, truly and safely to deliver or cause to be delivered to the said Sir Mathew Browne and John Collett, their heirs or assigns, whole, uncanceled and undefaced at or before the twentieth day of May next ensuing the date of these presents without fraud or further delay;

To have, hold and enjoy the said messuage or inn called or known by the name or sign of the Star, and all and every other the said messuages, tenements, houses, edifices, playhouse, yards, gardens, orchards, lands, hereditaments and all other the premises by these presents bargained and sold or herein mentioned or meant to be hereby bargained

and sold and every part and parcel thereof unto the said Sir Mathew Browne and John Collett, their heirs and assigns, to and for the sole and proper use and behoof of the said Sir Mathew Browne and John Collett and of their heirs and assigns forever absolutely without any condition or revocation;

And the said Nicholas Brend for him, his heirs, executors and administrators and for every of them doth covenant and grant to and with the said Sir Mathew Browne and John Collett and either of them, their and either of their heirs and assigns, by these presents in manner and form following, that is to say, that notwithstanding any act or acts to the contrary thereof heretofore made, done or committed or willingly suffered by the said Nicholas Brend and Thomas Brend, deceased, father of the said Nicholas, or by either of them, or hereafter to be made, done, committed or willingly suffered by the said Nicholas Brend, he, the said Nicholas Brend, at th' ensealing and delivery of these presents, and until the time that th' estate by conveyance or assurance of the premises hereupon or by virtue hereof first shall be made, executed and vested to and in the said Sir Mathew Browne and John Collett and their heirs, shall stand and be lawfully, rightfully and solely seised in his demesne as of fee of and in all and singular the said messuages, tenements, houses, buildings, yards, gardens, orchards, void grounds, hereditaments and all other the premises by these presents bargained and sold or herein mentioned or meant to be hereby bargained and sold, and of every part and parcel thereof, of a good, lawful, sole, rightful and indefeasible estate in the law in fee simple to and for the only use and behoof of the said Nicholas Brend and of his heirs and assigns forever absolutely, without any manner of condition, limitation of use or uses or other matter or thing whatsoever to alter, determine or defeat the same estate, and now hath and then shall have in himself in his own right full power, good right and lawful interest and ability to grant, bargain, sell, convey and assure all the said premises and every part and parcel thereof to the said Sir Mathew Browne and John Collett, their heirs and assigns, forever in manner and form aforesaid;

And also that the said messuages, tenements, houses, buildings, yards, gardens, void grounds, lands, hereditaments and all other the premises by these presents bargained and sold or herein mentioned or meant to be hereby bargained and sold and every part and parcel thereof at th' ensealing and delivery of these presents are and be and so from henceforth forever shall or may continue and be to the said Sir Mathew Browne and John Collett, their heirs and assigns, not only free and clear and freely and clearly acquitted, exonerated and discharged of and from all and singular bargains, sales, gifts, grants, leases, mortgages, statutes, recognizances, judgments, extents, executions, fines, foeffments, uses, entails, annuities and rentcharges whatsoever made, done, committed, knowledged or willingly or wittingly suffered by the said Nicholas Brend and Thomas Brend or either of them or hereafter to be made, done or committed or wittingly or willingly suffered by the said Nicholas, his heirs or assigns, except only as is hereunder in these presents excepted, but also shall be from time to time and at all times hereafter forever well and sufficiently saved and kept harmless by the said Nicholas, his heirs, executors or administrators, of and from all and singular jointures, dowers & other charges, estates, titles, troubles and encumbrances whatsoever had, made, committed, done, caused, procured or suffered or to be had, made, done, caused, procured or suffered

by the said Nicholas and Thomas Brend or either of them or the heirs or assigns of either of them or by any other person or persons by or through their or any of their act, means, estate, right, title or interest except as hereunder in these presents is excepted, that is to say, except one lease heretofore made by the said Thomas Brend, deceased, & Mercy, his wife, to the said John Dunscombe, deceased, of the said messuage or inn called the Star and of other parts of the premises in the said parish of All Hallows by indenture dated the seven and twentieth day of August in the five and twentieth year [=27 August 1583] of her said Majesty's reign for the term of twenty and one years and for the yearly rent of forty and one pounds of lawful money of England, and except all lawful leases made by the said Thomas Brend, deceased, and Nicholas Brend or either of them of the said two tenements in Bread Street aforesaid, and also except all lawful leases and estates for years heretofore made or granted by the said Nicholas and Thomas Brend or either of them of the said messuages and other the premises in the said parish of Saint Saviour's alias Saint Mary Overies or of any part or parts thereof to any person or persons for any term or terms of years whereof there is not now to come of any of the said leases or terms above the number of thirty years to have continuance from the date hereof and whereupon such several rents are reserved as do amount in the whole, together with the yearly rents of the premises in the said parish of Saint Mary Overies not letten in lease, to the full and clear yearly rent and value of fourscore and ten pounds per annum of lawful money of England, all which rents reserved upon every of the leases herein excepted shall from henceforth be yearly due and payable to the said Sir Mathew Browne and John Collett during the continuance of the several terms and estates respectively whereupon the same are reserved for and notwithstanding any act or acts to the contrary thereof made, done or committed or to be made, done or committed by the said Nicholas and Thomas Brend or either of them, their or either of their heirs or assigns;

And the said Nicholas Brend for him, his heirs, executors and administrators and for every of them, doth covenant, promise and grant to and with the said Sir Mathew Browne and John Collett and either of them, their heirs and assigns, by these presents that he, the said Nicholas Brend, and his heirs, and Margaret, his wife, and every of them, and every other person and persons and their heirs having or lawfully claiming or which shall or may have or rightfully claim to have any lawful estate, right, interest or demand of, in, to or out of the said messuages, lands, tenements, hereditaments and other the premises or any of them or any part or parts thereof, other than such person and persons as shall lawfully and rightfully claim by force of the said several leases and estates before herein excepted for or in respect only of the said leases and estates according to the several tenures thereof only and not otherwise, shall and will at all and every time and times hereafter during the space of seven years next ensuing the date of these presents upon the reasonable request and at the costs and charges in the law only of the said Sir Mathew Browne and John Collett or either of them, their or either of their heirs or assigns, do, make, knowledge and execute and cause, procure and suffer to be made, done, knowledged and executed all and every such further lawful and reasonable act and acts, device and devices, thing and things in the law whatsoever for the further, better and more perfect conveying, assuring and sure making of all the said lands, hereditaments and other the premises to the said Sir Mathew Browne and John Collett, their heirs and assigns, to the only use and behoof of the said Sir Mathew Browne and John Collett, their

heirs and assigns, forever absolutely without any condition according to the purport and true meaning of these presents as by the said Sir Mathew Browne and John Collett or either of them, their or either of their heirs or assigns, or by their or any of their counsel learned in the law shall be lawfully and reasonably advised or devised and required, all which further acts, conveyances and assurances and every of them shall be and shall be adjudged, deemed and taken to be to and for th' only use and behoof of the said Sir Mathew Browne and John Collett, their heirs and assigns, forever absolutely without any manner of condition, and to none other use, intent or purpose whatsoever;

In witness whereof the said parties to these present indentures interchangeably have set their hands and seals, given the day and year first above-written. Ex{amin}a{tur} Hu{bberd}(?)

Et memorand{um} q{uo}d die et Anno suprascript{is} prefatus Nicholaus Brende Armiger venit coram dict{a} d{omi}na Regina in Cancellar{ia} sua et recognouit Indentur{am} predict{am} ac om{n}ia et singula in ead{em} content{a}

[=And be it remembered that on the day and year above-written the forenamed Nicholas Brend, esquire, came before the said Lady Queen in her Chancery and acknowledged the indenture aforesaid and all and singular in the same contained]