

SUMMARY: The document below is the copy on the Close Rolls of the indenture, dated 12 March 1624 and enrolled 19 May 1624, by which Sir Matthew Brend (1600-1659), son and heir of Nicholas Brend (d. 12 October 1601), conveyed the Globe playhouse to his two brothers-in-law as part of the jointure of his wife, Frances Smith, who, according to Berry, *infra*, p. 104 ‘remained owner until the Globe was no more’.

Nicholas Brend had leased the ground on which the original Globe playhouse was built by lease dated 21 February 1599 to Richard Burbage (1568-1619), Cuthbert Burbage (1564/5-1636), William Kempe, Augustine Phillips (d.1605), Thomas Pope (d.1603) John Heminges (1566-1630) and William Shakespeare (1564-1616) of Stratford upon Avon (see TNA REQ 4/1/2):

for the said gardens and grounds whereupon the said playhouse & galleries were afterwards builded were demised & letten by the said Nicholas Brend by his indenture of lease tripartite bearing date in or about the 21st day of February in the 41st year of the reign of the late Queen Elizabeth [=21 February 1599] unto Cuthbert Burbage, Richard Burbage, William Shakespeare, the said Augustine Phillips, Thomas Pope, the said John Heminges, one of the said defendants, and William Kempe, to have and to hold the one moiety of the said garden plots and ground to the said Cuthbert Burbage and Richard Burbage, their executors, administrators & assigns, from the feast of the birth of Our Lord God last past before the date of the said indenture [=25 December 1598] unto the end & term of 31 years from thence next ensuing [=24 December 1629] for the yearly rent of seven pounds & five shillings, and to have & to hold the other moiety of the said garden plots & grounds unto the said William Shakespeare, Augustine Phillips, Thomas Pope, the said John Heminges, one of the said defendants, & William Kempe, their executors, administrators & assigns, from the said feast of the birth of Our Lord God then last past before the date of the said indenture unto the said full end & term of 31 years from thence next ensuing for the like yearly rent of seven pounds & five shillings.

The original Globe playhouse burned down on 29 June 1613, and as John Heminges later testified in his answer to a suit filed in the Court of Requests by John Witter, TNA REQ 4/1/2, *supra*, the leaseholders were required to rebuild:

And this defendant further saith that about the said term of five years last past mentioned in the said bill of complaint, or about six months before, the said playhouse and galleries were casually burnt down & consumed with fire [=29 June 1613], shortly after which this defendant and his partners in the said playhouse resolved to re-edify the same, & the rather because they were by covenant on their part in the said original lease contained to maintain & repair all such buildings as should be built or erected upon the said gardens or ground during the said term, as by the said original lease may appear.

The lessees asked for an extension of the ground lease as an incentive to rebuilding, and on 26 October 1613, after having met with Cuthbert and Richard Burbage, John Heminges and Henry Condell, Sir John Bodley extended the original ground lease until 1635, an additional six years, at the former rent. As a precaution, and in an attempt to

obtain a longer extension, the Burbage brothers, Heminges, Condell and Heminges' son-in-law, John Atkins, met with Nicholas Brend's 14-year-old son and heir, Matthew Brend, and persuaded him to sign a document extending the original ground lease for nine years at the former rent, the agreement to be ratified when Matthew Brend came of age in 1621. See Berry, Herbert, *Shakespeare's Playhouses*, (New York: AMS Press, 1987), pp. 156-9.

The only original lessees under the lease of 21 February 1599 who still held shares in the ground lease at the time of the Globe fire were John Heminges, the Burbage brothers, and William Shakespeare of Stratford upon Avon, and it appears to be that fact which is reflected in the wording of the indenture below, which specifies that the property being conveyed is:

. . . all that the playhouse commonly called or known by the name of the Globe . . . now or late being in the possession or occupation of John Heminges, Cuthbert Burbage, Richard Burbage, William Shakespeare or any of them. . . .

For the Smith family, see the pedigree in Howard, Joseph Jackson, ed., *Miscellanea Genealogica et Heraldica*, 2nd series, (London: Mitchell and Hughes, 1892), Vol. IV, pp. 241-2 at:

https://books.google.ca/books?id=FlpIAAAAYAAJ&pg=PA242&lpg=PA242&dq=%22Sir+William+Smith%22+%22Theydon+Mount%22&source=bl&ots=S3P3a4h_Lb&sig=8VwT_CP7GomqL8JbZPcI_jJgJsA&hl=en&sa=X&ved=0CCIQ6AEwAWoVChMIw86VqZOgyAIVkjqICh0uTgpg#v=onepage&q=%22Sir%20William%20Smith%22%20%22Theydon%20Mount%22&f=false.

The indenture stipulates that the life estate of Frances Smith in the Globe playhouse was subject to the prior life estate in the Globe playhouse of Nicholas Brend's widow, Margaret Strelley Brend, now the wife of Sir Sigismund Zinzan alias Alexander (d.1663). For Margaret's life estate, see Berry, Herbert, *Shakespeare's Playhouses*, (New York: AMS Press, 1987), pp. 98, 104. It is perhaps worth noting that the foregoing pedigree of the Smith family is the sole source for the statement that Sir Matthew Brend's mother, Margaret Strelley, was the daughter of Sir William Plumer, a statement which contradicts other sources concerning Margaret Strelley, and which seems unlikely in that the only knight of that name was William Plumer of Surrey, who was knighted at Enfield on 23 September 1616. See Shaw, William A., *The Knights of England*, (London: Sherratt and Hughes, 1906), Vol. II, p. 159. For Sir Sigismund Zinzan, see the will of his father, Sir Robert Zinzan alias Alexander (d.1607), TNA PROB 11/111/51.

Frances Smith was the granddaughter of the Merchant Taylor, George Smith (d.1584?), younger brother and heir of Oxford's tutor, the scholar and statesman, Sir Thomas Smith (d. 12 August 1577). Frances was the daughter of George Smith's son, Sir William Smith (buried 16 December 1626) of Hill Hall in Theydon, Mount, Essex, by Bridget Fleetwood (buried 5 September 1633), daughter of Thomas Fleetwood, esquire, of the Vache, Buckinghamshire. Two of the parties to the indenture below, Sir William Smith

(d. 5 March 1631) and Sir Thomas Smith (d. 5 May 1668), were Frances' brothers. See Dewar, Mary, *Sir Thomas Smith: A Tudor Intellectual in Office*, (London: The Athlone Press, 1964), pp. 202-8.

For the final order, dated 8 February 1622, in the lawsuit mentioned in the indenture below brought by King James in the Court of Wards on behalf of Matthew Brend, the King's ward, against Sir John Bodley and John Collett, see TNA WARD 9/94, ff. 31-3.

LM: Brende Mil{es} & Smith Mil{es}

This indenture made the twelfth day of March in the years of the reign of our Sovereign Lord James by the grace of God of England, Scotland, France & Ireland King, Defender of the Faith, etc., videlicet, of England, France & Ireland the one & twentieth and of Scotland the seven & fiftieth, between Sir Matthew Brend of West Molesey in the county of Surrey, knight, of the one part, and Sir William Smith of the Middle Temple near Fleet Street, London, knight, eldest son & heir apparent of Sir William Smith of Theydon Mount in the county of Essex, knight, & Thomas Smith of Gray's Inn in the county of Middlesex, esquire, youngest son of the said Sir William Smith, the father, of the other part:

Witnesseth that the said Sir Matthew Brend, as well for & in consideration of the performance & accomplishment of a certain promise & agreement by him had & made to & with the said Sir William Smith, the father, for and concerning an increase of jointure to Dame Frances, wife of the said Sir Matthew Brend & daughter of the said Sir William Smith the elder & sister to the said Sir William Smith, the son, & Thomas Smith, as also for and in consideration of the sum of one hundred pounds of good & lawful money of England to him, the said Sir Matthew Brend, by the said Sir William Smith, the son, & Thomas Smith in hand paid before the ensealing & delivery of these presents, the receipt whereof the said Sir Matthew Brend doth not only acknowledge & confess [-and?] himself fully contented, satisfied & paid, but thereof & of every part & parcel thereof doth exonerate, acquit & discharge the said Sir William Smith, the son, & Thomas Smith & either of them, their & either of their heirs, executors and administrators, by these presents hath granted, aliened, bargained & sold and by these presents doth grant, alien, bargain & sell unto the said Sir William Smith, the son, & Thomas Smith & their heirs all that the messuage or tenement and all that the playhouse commonly called or known by the name of the Globe with their & either of their rights, members & appurtenances set, situate, lying & being in or near Maiden Lane within the parish of St Saviour alias St Mary Overies in or near Southwark in the said county of Surrey now or late being in the possession or occupation of John Heminges, Cuthbert Burbage, Richard Burbage, William Shakespeare [=Shakespeare] or any of them, their or any of their assignee or assigns, or in whose possession soever the same or either of them now are or late were, and which said messuage or tenement & playhouse or the land, soil or ground whereupon the same or either of them are erected & built were sometimes the inheritance of Nicholas Brend, esquire, father of the said Sir Matthew Brend, lately deceased, and by him in his

lifetime conveyed & assigned to one John Collett, and by him to Sir John Bodley, knight, and by the said Sir John Bodley & John Collett lately conveyed and assured to the said Sir Matthew Brend & his heirs according to a late decree of the Court of Wards & Liveries together with all & singular edifices, buildings, cellars, sollars, chambers, lights, easements, orchards, gardens, courts, backsides, walls, enclosures, ways, paths and all other profits, commodities & emoluments whatsoever to the said messuage or tenement & playhouse called the Globe or either of them belonging or in any wise appertaining or together with them or either of them had, holden, used, occupied, devised, letten or enjoyed or reputed, taken or known as part, parcel or member of them or either of them;

And the reversion & reversions, remainder & remainders of all and singular the premises and of every part & parcel thereof;

And also all yearly rents, profits & commodities reserved upon any grant, demise or lease, grants, demises or leases of the premises or of any part of parcel thereof;

And likewise also all the estate, right, title, interest, possession, property, claim & demand whatsoever of him, the said Sir Matthew Brend, of, in, or to the said messuage or tenement & playhouse and other the premises and every part & parcel thereof;

And also all writings & counterparts of leases concerning only the same or either or any of them;

To have & to hold the said messuage or tenement & playhouse called the Globe and all & singular other the premises with their appurtenances unto the said Sir William Smith, the son, & Thomas Smith & their heirs to the use of them, their heirs & assignees, for & during the natural life and so long as the said Dame Frances, now wife of the said Sir Matthew Brend, shall happen to live;

And the said Sir Matthew Brend doth for himself, his heirs, executors & administrators covenant, grant & agree to & with the said Sir William Smith, the son, & Thomas Smith & either of them, their & either of their heirs, executors & administrators by these presents that it shall & may be lawful to and for the said Sir William Smith, the son, & Thomas Smith and either of them, their & either of their heirs and assignees, to have, hold, occupy, possess & enjoy the said messuage or tenement & playhouse and all other the premises with their appurtenances for & during the natural life of the said Dame Frances and so long time as she shall happen to live without the let, impediment, hindrance or interruption of him, the said Sir Matthew Brend, his heirs or assignees or of any other person or persons whatsoever saving of Dame Margaret Zinzan alias Alexander, the now wife of Sir Sigismund Zinzan alias Alexander, knight, for & during her natural life only;

And that all & every fine & fines heretofore acknowledged, levied or executed or hereafter to be acknowledged, levied or executed by the said Sir Matthew Brend either solely by himself or together with any other person or persons of the premises hereby meant, mentioned or intended to be granted, aliened, bargained or sold or of any part

thereof, either solely by themselves or together with any other messuages, lands or tenements, shall as to the said messuage or tenement & playhouse & other the said premises to be & in ure and that the conuzee [=cognizee] or conuzees in every such fine or fines and his & their heirs shall stand & be seised to the only use & behoof of the said Sir William Smith, the son, & Thomas Smith & their heirs for & during the natural life of the said Dame Frances and so long as the said Frances shall happen to live;

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

Et memorand{um} q{uo}d vicesimo tercio die Aprilis ann{o} regni d{omi}ni n{ost}ri Regis Iacobi Angl{ie} vicesimo s{e}c{un}do p{re}fat{us} Mattheus Brende Mil{es} venit coram d{omi}no Rege in Canc{ellaria} sua & recogn{ouit} Indentur{am} p{re}dict{am} ac om{n}ia & singula in eadem content{a} & sp{ec}ificat{a} in forma sup{ra}d{ic}t{a}

Irr{otulatur} decimo nono die Maij Ann{o} R{egni} R{egis} Iacobi Angl{ie} vicesimo s{e}c{un}do

[=And be it remembered that on the twenty-third day of April in the twenty-second year of the reign of our said Lord King James of England the forenamed Matthew Brend, knight, came before the said Lord the King in his Chancery & acknowledged the indenture aforesaid and all & singular in the same contained & specified in form abovesaid.]

[=Enrolled the nineteenth day of May in the twenty-second year of the reign of King James of England.]