



The American Fountain and Clocks Stratford=on=Avon.

HE life of no great man is enshrouded in so much mystery as that of Shakespeare. For 200 years the patient work of scholars has revealed only fragments of his history at a time, but from these has been built up gradually a biography which has come to be accepted as fairly authoritative. Now, however, comes Prof. Charles William Wallace of the University of Nebraska, who, after a number of years spent in painstaking investigation, has made discoveries that necessitate the recasting of Shakespeare's history. Upon many of the most obscure points in his life these discoveries shed unexpected light. On other points, which were thought to be settled, history will be radically changed. In addition to the light shed upon Shakespearc himself in his business dealings, the whole story of the Elizabethan and Jacobean stage will-have to be modified in view of Dr. Wallace's revelations. The Times presents them herewith, in full confidence that no discovery made in at least a century will be of so much interest to Shakespearean scholars.

Discovery of Precious Documents In Old Archives by Prof. Wallace Establishes Poet's Status in His Day





speare's profit was less than supposed And more I shall say on the matter else-The question of Shakespeare's income from the sale of his plays to the company is wholly a different matter, and is in no way connected with the subject of shares dealt with in these documents. The location of the Globe has long been a matter of interesting speculation. From the exact boundaries here furnished us, it is now for the first time correctly located as lying just between the Park on the north, and Maiden Lane on the south. The property was not quite square, but its greatest length was about 220 It is generally known, as antiquarians and topographers have determined from maps and surveys, that Maiden Lane of Shakespeare's time, running east and west, is now Park Street. It has also for many years been supposed that the Globe occupied a portion of the site now covered by Barclay's Brewery, just south of Park Street. The present documents, however, giving exact boundaries from a contemporary lease of the grounds, finally settle the location of the Globe as being on the other side of the street. I find also that not only the Globe, but also the Rose, Bear Garden, and Hope Theatres were all between Maiden Lane and the Bankside. The Bear Garden and Hope were bounded by Maiden Lane on the south, just as the Globe was. In the final presentation, I shall show by maps the location of the Globe, where the community or some individual lover of Shakespeare should set up some suit-

receipts. None of these conditions were ever true, Not only is new knowledge furnished.

Details of Discoveries Resulting from Years of Research.

# CHAS. WILLIAM WALLACE, Ph. D.

OUR years ago I had the honor to report and give out three new documents touching the life of Shakespeare, the first discovery of the kind that had been made in a third of a century. The next year I reported in The Times upon contributive documents concerning the Blackfriars, one of the theatres the great dramatist was interested in, which stood three centuries ago upon the grounds now occupied by the publishing office of The Times. More recently, through fresh records dealt with in "The Children of the Chapel at Black-Triars, 1597-1603," I have been enabled to contribute new knowledge on various theatres, plays, and dramatists, and particularly upon Shakespeare and certain of his works.

<sup>1</sup> To-day, as one result of long research and the devoted assistance of my wife, I have the honor to present in these columns the most important data on Shakespeare's life that have come to light since the discovery of his will by the Rev. Joseph Green of Stratford-on-Avon, a century and a half ago, (1747.) first pubished in "Biographia Britannica, 1763." On the side of Shakespeare's financial relations to the theatres, these records stand at once as the first and the final authority, giving them a distinction possessed by no other record that relates to him.

tests, about the same time wounded Robert Finet, the Lord Treasurer's servant, in a duel, and fled to the protection of Prince Maurice in the Low Countries In default of his appearance in the Court of Barons, to which he had carried the case, Thomasina was awarded damages of £250 against him. But when he returned, just before sailng with his father's final fateful expedition to the Orinoco where he was killed, the case was again in court.

When her husband died, Thomasina procured from the Archbishop of Canterbury letters of administration. On the day of receiving these letters, Dec. 22, 1614; she also delivered to her father, John-Hemyngs, two leases to be held in trust for her. These leases were for certain shares in the Globe and Blackfriars Theatres acquired by her late husband.

Within the year succeeding this delivery of the leases in trust, differences arose between father and daughter not lightly to be settled. Thomasina therefore brought suit against her father in Chancery. But that case was settled out of court, even before serving the writ of subpoena. Fresh differences immediately thereafter arose, and Thomasina had a Latin bill drawn up, apparently a translation in part of her unfiled English bill in Chancery, and arrested her father for trespass, at the common law. To make out her case and establish her legal rights, her attorney found it necessary to recount from legal documents then extant the history of the shares she claimed. To do this he found he had to present also the history of all the shares in the Globe and Blackfriars from their beginning.

but also the 1635 share documents, the chief discovery made by Halfiwell-Phillipps during a lifetime of research in this field, are for the first time set in their proper historical place, making them also seem in many respects new, and causing us to change most of the conclusions that we have hitherto read out of them in application to Shakespeare's time. Except in the case of a few very general and inexact statements, we cannot read the 1630 records back to this period. They apply almost exclusively to the years of 1630 to 1635, and for that period are invaluable. In their statements concerning the past they are also ex parte, colored by personal interest and the afterglow of distant memory, and do not refer themselves for support to any documentary evidence: Herein, too, they differ widely from the present records, which are contemporary with Shakespeare, and refer themselves impersonally on matters of history to documents then extant and accessible to the Court. The authority of these new records on controverted points is therefore final. The common law records from which these documents come are all in Latin. Most of the cases are short and formal, covering only a few lines. But these are fortunately for us, of unusual length and detail. Since it was necessary, first to find certain additional materials, I have delayed publishing these until the present. They came into my hands a few years ago, just as all my other materials have come, in the natural course of a rigorously\_selective and systematic, research conducted by myself and wife in various libraries and archives since 1902, covering the field of the Elizabethan-Jacobean drama and stage; that is, specifically, all the London theatres of this period, their dramas, companies, and playwrights, with Shakespeare at the Globe and Blackfriars as the central point. Results introductory to one series have already been published. I may add that the whole collection of new documents, not extraordinary, but contributive, on "The Theatre," Globe, Blackfriars, Fortune, Paul's, Whitefriars, Red Bull, Bear Garden, Hope. Cockpit, and the rest, drawn from all classes of records, are being prepared for publication as rapidly as is consistent with sound scholarship. Certain of these, including the expanded Latin and photographic fac similies of the present documents, with full presentation of the history involved, are now being published by Mr. A. H. Bullen of the Shakespeare Head Press, at Stratfordon-Avon. This announcement of the field covered and this article will gratify my many friends in various countries, especially scholars who with fine honor and patience have long awaited results of my researches.

The documents, privately reported by me to a few scholars of Europe and America some two years ago, and now for the first time made public, change the state of knowledge concerning the origin and nature of shares in the Globe and Blackfriars, and particularly concerning Shakespeare's financial interest in those theatres.

The present documents enable a rewrif ing of Shakespeare's biography on this head, the readjustment of certain stage history of the times, the final location of the Globe from exact boundaries, the redating of certain dramas, the proper and final evaluation of other evidences, such as the 1,635 share-papers discovered by Halliwell-Phillipps thirty-nine years ago, and besides throw light into unexpected corners of the theate and drama. It is out of family differences, leading to a suit at law, that the new information arises. The complainant is Thomasina Osteler, a young widow of nineteen years. She was the daughter of John Hemyngs, whom we best know as the life-long friend and fellow of Shakespeare, and one of the coeditors, with Henry Condell of the famous 1623 folio of Shakespeare's works. Nothing is known to Hemyngs's biographers concerning this daughter except the register of her baptism, Jan. 15, 1595. She is the only one of his children that Hemyngs does not mention in his will.

#### Clue Given by Marriage of an Actor.

In the Spring of 1611, at the age of sixteen. Thomasina was married to William Osteler, who had begun his stage career about 1600 as one of Queen Elizabeth's Children of the Chapel at Blackfriars, and was now a famous actor. She bore him one son. Beaumont, who was baptized in

Thus we have the documents, with the stamp of final authority upon the history they relate.

It is important to note that this suit arose two years after the building of the new Globe to replace the original structure that had burned on June 29, 1613. The case was set for trial two months prior to Shakespeare's death. Also, although the suit is directed against John Hemyngs, it is, in effect, against Shakespeare, the Burbages, and the whole company of shareholders, for Hemyngs here as in similar cases was acting as the business manager and agent of the company.

The history recounted by the new documents covers the period of Shakespeare's maturest genius and noblest productionsnamely, from 1599, the date of building The Globe, to 1616, the year of the poet's death.

The presentation of numerous new documents on an earlier playhouse, called "The Theatre," as announced a year ago in "The Children of the Chapel at Blackfriars" for my "Shakespearean Research." shows the conditions leading up to the demolition of that structure and the removal of its materials across the Thames to the Bankside for erecting the Globe. James Burbage, builder and owner of "The Theatre," had died in 1597. His son Richard, the famous actor inherited the Blackfriars, and Cuthbert "The Theatre." Since the landlord Gyles Allen, was making trouble about renewing the lease, it was decided to tear "The Theatre" down. Accordingly the Burbage brothers united with them five actors-Shakespeare, Hemyngs, Phillipps, Pope, and Kemp-into a sharing company, the first of its kind in the theatrical world. They secured new grounds in Southwark, with term to begin Dec. 25, 1598, and to continue thirty-one years. On Dec. 28, three days after the beginning of their term, the Burbages and associates began to tear the old building down and remove its materials to the new site on l the Bankside. On Feb. 21, 1599, Nicholas Brend, Esq., (father of the yet unborn Sir Matthew. who in 1630-35 made trouble over this grant.) leased the new company a site for the Globe, term to begin Dec. 25, 1598, and run thirty-one years. By this lease the Burbage brothers acquired one-half interest in the new premises at a yearly rental of £7 5s. Their associates, Shakespeare, Hemyngs, Phillipps, Pope, and Kemp, acquired the other half at a like yearly rental of  $\pounds 7, 5s$ . The total annual rent was £14 10s.—just 10s. more than was criginally paid for the grounds on which "The Theatre" had stood. - At the beginning, then, the Burbages had five-tenths and Shakespeare and fellows each one-tenth interest in the new and doubtful venture. This division into tenths continued until 1610, when Shakespeare and associates divided their half

A Portrait Bust of Shakespeare.

into sixths and admitted Henry Condell

with them, making each share one-twelfth

of the whole. (This is shown by other

new records now publishing in "New

Documents on Shakespeare, the Globe,

and Blackfriars.") On Feb. 21, 1612,

Shakespeare and the five others associat-

ed with him again divided their half, this

time into sevenths, and admitted William

Osteler on an equal basis with themselves.

each of them thus holding one-fourteenth

of the Globe. The Burbages still kept

The above division and condition re-

mained not only until Shakespeare's

death but until 1630. Meanwhile, deaths

had occurred among Shakespeare's part-

ners in the one-half. Through marriage

of their widows with outsiders, and also

from other heirs, numerous troubles arose.

And now for the Blackfriars shares.

In 1608 the Children of the Queen's

Revels at Blackfriars were terminated

by the drastic order of King James.

Henry Evans, the lessee of that theatre,

gave up his lease to the owner, Richard

Burbage. On Aug. 8, 1608. Burbage then

leased the Blackfriars to certain of his

fellow-actors, with term to begin June 24

preceding. He himself kept one-seventh,

and leased one-seventh each to Shakes-

peare, Hemyngs, Cuthbert Burbage, Con-

dell, Slye, and Thomas Evans for a period

of twenty-one years, each to pay an an-

nual rental of £5 14s 4d. This amount

made a total of £40 a year-the same as

Henry Evans had previously been pay-

William Slye died about five years after

the above lease. His share was surren-

dered by his executrix to Richard Bur-

On May 20, 1611, near the date of Ostel-

their half unbroken.

Theatre Shares

ing for it.

bage, the owner.

Owned by Shakespeare.

#### Shakespeare's life, 1615-16, tells what they? were then worth.

Thomasina Osteler declares that oneseventh of the Blackfriars, as a property or commodity that would produce an income for fifteen years yet to come, had a present market value of £300, and that the value of one-fourteenth of the Globe, likewise as a property that would produce an income for fifteen years yet to come, was also £300. This estimate means that the market value of the Blackfriars in 1614 was £2,100, and of the Globe £4,200. It is not probable that the income equaled 100 per cent. annually on the value of the shares. Thomasina's' claim of £600 damages for detention of the year's profits covers not only the actual income but also her expenses of the suit, and probably, as to-day, some excess added for prejudicial ends. Unfortunately, we do not have the court's valuation here, for no judgment was recorded. Probably this case, like the one in Chancery, was settled out of court. Interest in all these matters of shares, values, profits, &c., at this remote date

naturally centres about Shakespeare. One ls struck at once by the great disparity between the amount of rent paid by a shareholder and the value and profits of a share.

In the original lease of the Globe site, Shakespeare owned only one-fifth of onehalf-that is, one-tenth of the whole-for which he paid a yearly rental of only 29s. In this and all other matters of expense, as well as profits, in that theatre, he was to share alike with Hemyngs, Phillipps, Pope, and Kemp. But Kemp dropped out in 1599, and his share went to the company. Pope died in 1603, and thereby Basilius Nicoll, executor, and John Edmonds, through marriage with Mary Clark, part legatee, got Pope's fifth and became equal sharers with Shakespeare. In 1605 Augustine Phillipps died. His widow two years later married a worthless spendthrift, who quickly impoverished her of the £800 left her by her late husband. He, through this marriage, became not only an equal sharer with Shakespeare, but a source of infinite annoyance to the company. In 1610, when Henry Condell was admitted, the Globe was divided into twelfths. Shakespeare's annual rental then was reduced from 29s. to 24s., 2d. When in 1611, by admitting William Osteler to shareship, the Globe was again divided, this time into fourteenths, the annual rental of Shakespeare's share and each share of his fellows was reduced to 20s. 8½d., where it remained to Shakespeare's death, and even to 1630. In the case of Blackfriars, not the half of the grounds, but the whole of both grounds and buildings was divided into sevenths, at a total yearly rental of £40. Shakespeare's part of the rent to be paid was, as noted, £5 14s. yearly, the same as that of Richard Burbage, Cuthbert Burbage, Hemyngs, Condell, Osteler, (Slye,) and Thomas Evans. But, in both instances, the lease was only a part of the total expenses. In the case of the Globe, the company was at the additional expense of building that theatre in 1599, fat an original cost, according to a later statement of £600, but



The Globe Theatre, London.

able and durable memorial. I suggest, as the first and most permanent memorial, that the authorities restore to Park Street its original name of Maiden Lane-a name associated for all time with Shakespeare and the Globe Theatre. For the present. the location with reference to Maiden Lane, the boundaries, and recent contemporary lessees, may be represented by

#### THE PARK (NORTH)

Four garden plats recently occupied by Thos. Burt, Isbrand Morris, and Lactantius Ropar. A Way or Lane Thos John | Roberts (two plots) Ditcher

It will be of general interest also to. know that the documents now presented are the most valuable of all the unpublished records, on either Shakespeare or the theatres of his period, that are yet preserved in the public archives. But private documents and municipal records still offer a most promising unworken field.

#### Translation of Old Latin Documents.

I here present my translation of certain" chief portions of the documents-those especially, that relate to Shakespeare. Since the original is merely Latinized English, I have simply put it back into the old legal phraseology of the mother tongue, keeping thereby both the sense and the flavor of antiquity such as the searcher grows familiar with in thous sands upon thousands of similar records. Thus translated, the complaint of Thomasina Osteler against her father, John Hemyngs, runs, in part, as follows: That, whereas by a certain indenture between Richard Burbage of London, gentleman, on the one party, and the forementioned William Osteler of London. gentleman, in his life late the husband of the foresaid Thomasina Osteler, on the other party, at London aforesaid, in the parish of the blessed Mary-le-Bow, in the ward of Cheap, London, made, bearing date the twentieth day of May in the year of the reign of the Lord James now King of England the ninth [1611], it being necessarily recited by the same indenture. That, whereas the foresaid Richard Burbage by a certain other indenture of lease bearing date the ninth day of August in the year of the Lord one thousand six hundred and eight and in the year of the reign of the said Lord King now of England the sixth, for considerations, in this same last recited indenture of lease specified, did lease and to farm let to one William Slye, of London. gentleman, deceased, one full seventh part of all that playhouse and divers other possessions of the said Richard Burbage particularly specified both in the foresaid recited indenture of lease and in five other separate indentures of lease of the same date separately granted of parts of the foresaid playhouse and premises (except just as by the foresaid separate indentures in excepted) by and from the foresaid Richard Burbage to the forementioned John Hemyngs and to these certain others. ····· ~ 1 (Continued on Following Pase.)

upon better evidence approximately £400. As Shakespeare's share was then onetenth, his charge for the building was only about £40. In 1614, after this building was burned down, the sharers built the New Globe on the old foundation at a charge of £1,400. As Shakespeare then owned one-fourteenth, his expense for the new building was £100. the printer thus: The initial cost of lease and buildings is, however, only a fraction of the whole expense. The chief burden of any theatrical company then, as now, was the running expenses, as the provision of rich theatrical costumes, the hiring of actors, and the employment of other help in the general conduct of the business. Not the expense so much as the profit is, after all, the point of interest. It will be observed that, contrary to all supposition, Shakespeare in his last years owned just twice as much in the Blackfriars as in the Globe. But upon widow Osteler's estimate one-fourteenth of the Globe was worth exactly as much as one-

Knowles

John

υ. Α

the parish of St. Mary Aldermanbury, May 18, 1612. Two years later, Dec. 16, 1614, her young husband left her a widow.

Thomasina was probably an attractive young woman who preferred to follow her own way rather than yield in her widowhood to parental authority again. Her father had made certain promises to her which he would fulfill if she would do her duty to him and her mother. Her attorney draws a pitiful picture of her as she goes one day-but never againto her father's house, where, on bended knees and with tears from her eyes distilling, she does her duty with all reverence and humility. Her father is pictured, quite wrongly, as wholly unmindful of his promise, and craftily and cunningly plotting to deceive and defraud her. In such state of mind the two cannot agree, and the daughter takes her case into court.

At the time of this suit, 1615-16. Thomasina is twenty-one years old, and in the same year is involved in a romance with young Walter Raleigh, son of Sir Walter, whom she sues in this same court for insuit and slander. Young Walter, a recent Stford graduate, and even wilder than non Jonson's experience with him at-

er's marriage with Thomasina Hemyngs, Slye's former share was leased by Richard Burbage to William Osteler, with term to begin March 25 preceding. This division of Blackfriars remained until and after Shakespeare's death. It will be observed that the shares originally in both Globe and Blackfriars cost the partners simply the rent and the obligations they took upon them for building and for management of the business. It is not true, as stated thirty-five years later to the Lord Chamberlain, that the partners there named had their shares of the Burbages for nothing. Instead. they had them from the rightful owners-Brend in case of the Globe site, and Richard Burbage in case of Blackfriarsfor payment of fixed rentals and meeting the mutual obligations of the company. With the increase of years, however, the shares did become a valuable asset, and were bought, sold, and sued upon as such. When William Osteler died, 1614, he owned one-seventh of the Blackfriars and one-fourteenth of the Globe. Shakespeare at the same time and until his death owned likewise one-seventh of the Black-

friars and one-fourteenth of the Globe. What was one of these shares worth? The value varied from time to time. But this suit, occurring in the last year of

a damage of £300 for the profits on each share in question. Since an estimate of damages presented to a court is generally in excess of the real damage, never smaller, we may therefore, for the first time say that Shakespeare's profits on his share in the Globe never exceeded £300. Even this excessive limit is only about half the amount we have hitherto guessed out. Also, his profit on the Blackfriars. hitherto thought slight, is the same, approximately, as on the Globe.

seventh of the Blackfriars in producing

profits. I have already indicated the sig-

nificance of her additional claim of £600

for detention of the profits for the pre-

ceding year. She means then, of course,

### Some Theatre Profits in Shakespeare's Day.

In this connection it is worth noting that the total profits from the entire Blackfriars, while occupied by the popular Children of the Queen's Revels, just prior to its occupancy by the Burbage-Shakespeare Company, is estimated in a well-known set of documents as varying from £200 to £300 yearly. In still another set of documents, which I am making public, the profits from one share in the Globe in 1610 were enough to keep the poor widow of Augustine Phillipps and her children and were her whole support. after her worthless second husband had abandoned her and gone overseas. This is sufficient to show that Shake-



MAIDEN LANE FARK STREETT (SOUTH)

Incidentally, the latest possible date of certain plays in which Osteler acted is fixed by the date of his death, Dec. 16, 1614. They have been variously dated as from 1616 to 1623, with sometimes long arguments in proof. The simple fact settles the latest limit. These plays are John Webster's "The Duchess of Malfi" and Beaumont and Fletcher's "Bonduca" and "Valentinian. Osteler had named his only son Beaumont, evidently out of admiration for the poet in whose plays he

acted. The new documents are of high value not only to Shakespearean biography, but also to the stage history of the time. In the matter of showing the origin and history of shares in London theatres and opening up details of ownership, management, employment of other actors, they are of inestimable worth. Though the world loves romance and pretty theories. the simple facts lay forever the fiction that the Burbages held the freehold, certain of the actors-as, for example, those named in the 1603 patent to the King's men at the Globe had the leasehold, while others held leases of the profits, and still others had certain shares in the

The New Hork Times Published: October 3, 1909 Copyright © The New York Times

#### (Continued from Preceding Page.)

William Shakespeare, Cuthbert Burbage Henry Condell, Thomas Evans, of London aforesaid, gentlemen, situate in the procinct of the Blackfryers, London, for the term of twenty-one years and for and under an annual rental of five pounds, fourteen shillings, and four pence;

Which particular first recited indenture of lease, just as is set forth, to the forementioned William Slye made and granted as has been abovesaid. one Cecilia Brown, executrix of the last will and restainent of the same William Slye, for good considerations her thereunto moving, by virtue of her executorship aforesaid, surrendered and to him the forementioned Richard Burbage delivered up to be cancelled and made void, together with all her right and interest of and in the foresaid seventh part of the same playhouse and premises, just as by the foresaid indenture of lease and of surrender thereupon endorsed more fully may appear;

And which particular seventh part of the same playhouse and premises so to the foresaid William Slye demised, and surrendered as has been said above. afterward was divided, demised, and reserved by the foresaid Richard Burbage to the forementioned John Hemyngs. Henry Condell, the forementioned Richard Burbage and others by separate indentures of lease, all which particular indentures of lease were surrendered and delivered up to the forementioned Richard Burbage to be cancelled and made void: The foresaid Richard Burbage, for di-

vers good and reasonable considerations him the forementioned Richard thereunto moving, did demise and to farm let to the forementioned William Osteler all the foresaid seventh part of the foresaid playhouse and premises, just as is set forth to the forementioned William Slye and others demised, having been surrendered as is abovesaid (except just as in the foresaid first recited indenture of lease and in the foresaid five other indentures of lease first beforementioned is excepted.)

To have and to hold the foresaid seventh part of the foresaid playhouse and premises, in the manner formerly by the foresaid indenture to the forementioned William Osteler [sic!-Slye] demised (except excepted) to the forementioned William Osteler, his executors, administrators, and assigns, from the feast of the Annunciation of the blessed Virgin Mary [25 March. 1611.] last past before the date of the said indenture unto the end and term of eighteen years and one quarter of a year then next ensuing, fully to be completed and finished:

Yielding and paying therefor annually during the said term to the forementioned Richard Burbage, his heirs and assigns. five pounds fourteen shillings and fourpence of lawful money of England at the four chief usual feasts or terms in the year-namely, at the feasts of the Nativity of St. John Baptist, [24 June,] St. Michael the Archangel, [29 Sept.,] the Birth of the Lorda [25 Dec..] and the Annunciation of the blessed Virgin Mary, [25 March.] or within twenty-one days next after any one of the same feast days by equal portions.

And whereas by a certain other indenture between Basil Nicholl, William Shakespeare, John Witter, John Hemyngs, Henry Condell, and John Edmonds and Mary, his wife, of the one party and the forementioned William Osteler of the other party at London aforesaid in the foresaid parish of the blessed Mary-le-Bow is the ward of Cheap, London,

I made, bearing date the twentieth day of February in the year of the reign of the said Lord King now of England the ninth (1611) abovementioned, it being necessarily recited.

That whereas one Nicholas Brend of West Moulsey, in the County of Surry, esquire, by his indenture tripartite, bearing date the twenty-first day of February in the year of the reign of the Lady Elizabeth, recently Queen of England, the forty-first, [1599,] for considerations in the same indenture tripartite mentioned and expressed, did demise, grant, and to farm let to these certain ones. Cuthbert Burbage and Richard Burbage of London, gentlemen, to the forementioned William Shakespeare, and to Augustine Phillips and Thomas Pope of London, gentlemen, deceased, to the foresaid John Hemyngs and to William Kempe, recently of London, gentleman, deceased, all that parcel of ground just recently before inclosed and made into four separate garden plots recently in the tenure and occupation of Thomas Burt and Isbrand Morris, diers, and of Lactanius Roper, isalter, citizen of London, containing in length from east to west two hundred and twenty feet of assize or thereabouts, lying and adjoining upon a way or lane there on one [i. e., south] side and abutting upon a piece of land called The Park upon the north, and upon a garden then or recently in the tenure or occupation of one John Cornishe toward the west and upon another garden plot then or recently in the tenure or occupation of one John Knowles toward the east, with all the houses, buildings, structures, ways, easements, commodities, and appurtenances thereunto belonging or in any manner pertaining;

Which said premises are situate, lying and being within the parish of Saint Savior in Southwark in the County of Surry:

And also all that parcel of land just recently before enclosed and made into three separate garden plots whereof two of the same [were] recently in the tenure or occupation of John Roberts, carpenter. and another recently in the occupation of one Thomas Ditcher, citizen and merchant tailor, of London, situate, lying. and being in the parish aforesaid in the foresaid County of Surry, containing in length from east to west by estimation one hundred and fifty and six feet of assize or thereabouts and in breadth from the north to the south one hundred feet of assize by estimation or thereabouts; lying and adjoining upon the other side of the way or lane aforesaid, and abutting upon a garden plot there then or recently just before in the occupation of William Sellers toward the cast, and upon one other garden plot there then or recently just before in the tenure of John Burgram, sadler, toward the west, and upon a lane there, called Maiden Lane, toward the south; with all the houses, buildings, structures, ways, easements, commodities, and appurtenances to the last recited premises or to any part or parcel thereof belonging or in any manner pertaining, together with free ingress, egress, and regress, and passage to and for the foresaid Cuthbert Burbage and Richard Burbage and to the forementioned William Shakespeare. Augustine Phillips, Thomas Pope, John Hemvngs, 'and William Kempe, their executors, administrators, and assigns, and to all and every other person or persens having occasion to come to them by and through the foresaid way or lane. lying and being between the premises aforesaid, mentioned to be demised as is above said, to and from the foresaid  premises mentioned to be demised as is aforesaid, and at all and every time and times during the said term below written:

To have and to hold one molety or half part of the said separate garden plots and all and singular other the forementioned and demised premises, with all and singular the appurtenances to the forementioned Cuthbert Burbage and Richard Burbage their executors, administrators, and assigns, from the Feast of the Birth of the Lord [25 Dec., 1598,] last past before the date of the said indenture unto the full end and term of thirty-one years immediately next ensuing and fully to be complete and finished, for an annual rental of seven pounds and five shillings.

And to have and to hold the foresaid other moiety or half part of the foresaid separate garden plots and all and singular other the permises mentioned to be demised as is abovesaid, with all and singular their appurtenances to the forementioned William Shakespeare, Augustine Phillips. Thomas Pope, John Hemyngs, and William Kempe, their executors, administrators, and assigns, from the feast of the Birth of the Lord [25 Dec., 1598,] last past before the date of the said indenture until the full end and term of thirty-one years immediately next succeeding and fully to be completed and finished, for an annual rental of seven pounds and five shillings: Which particular separate amounts were

payable upon the four feasts or terms in the year, namely, at the feast of the Annunciation of the blessed Virgin Mary, (25 March.) of the Nativity of St. John

There's a sweet little blue-eyed miss way up on Maine's northern border who for a few moments made the great explorer Peary forget all about Dr. Cook and most everything else, in the first greeting on American soil which came lisped from childish lips while chubby hands held up to him a huge bouquet of sweet peas.

This little girl met the home-coming polar hero. literally on the threshold of the nation, as the train which brought him stopped hardly more than its length after crossing the Canadian line, in the small border town of Vanceboro. The entire community was out hours before to get a glimpse of the man who had been where it was even colder than in Vanceboro, which is said to be the coldest place in Maine, and that's some cold. The schools were dismissed and the children crowded to the station with bouquets and flags.

One of these, little Ruth Howe, had plans of her own in her pretty head. Her father is a railroad man and she had been at the station many times and knew exactly where the parlor car would stop. She knew that all the most 'portant folks rode in the parlor car and that they came out and some of them said, "Thank the good Lord, I'm back in the United States," or words to that effect. She had it all planned out that when Mr. Peary, after being all this time away from the United States, would be guite 1. 1. S. S. Martin Martin & C. M. R. Let M. Martin M.



Baptist, (24 June.) of Saint Michael the Archangel. (29 September.) and of the Birth of the Lord, (25 December,) or within sixteen days next after any feast of the feasts aforesaid by equal portions, just as by the foresaid recited indenture among other things may and doth appear. Having given the history of the shares

up to this point, the Attorney now re-

turns to the lease to Osteler, 1611.] Upon which particular premises, or upon some part thereof, a certain playhouse, suitable for the showing forth and acting of comedies and tragedies, did exist.

Of which particular playhouse, garden plots, and premises one moiety or half part, into six equal parts and portions divided, the foresaid Basil Nicoll, William Shakespeare, John Witter, John Hemyngs, Henry Condell, John Edmonds, and Mary his wife, at the time of the making of the foresaid indenture, to the foresaid William Osteler made, did have and enjoy;

Namely, the foresaid Basil Nicoll, John Edmonds, and Mary his wife had one equal sixth part thereof, the foresaid William Shakespeare had one other equal sixth part thereof, the foresaid John Witter had one other equal sixth part thereof, and the foresaid John Hemyngs and Henry Condell had three equal sixth parts thereof, just as by the separate conveyances thereof made more fully may appear:

The foresaid Basil Nicoll, William Shakespeare, John Witter, John Hemyngs, Henry Condell, John Edmonds, and Mary, his wife, in consideration of a certain competent sum of money to the same Basil. William, John, John, Henry, John, and

Mary by the foresaid William Osteler bcfore the sealing of the said indenture in hand paid, whereof the same Basil, William, John, John, Henry, John, and Mary acknowledged the receipt at London aforesaid, in the foresaid parish of the blessed Mary-le-Bow in the ward of Cheap, London, aforesaid, did demise, bargain, sell, assign, and set over to the foresaid William Osteler, one equal seventh part and portion of the foresaid molety and half part and portion of the foresaid garden plots, playhouse, and premises in and by the foresaid recited indenture of lease demised (the same moiety and half part of the foresaid garden plots, playhouse, and premises into seven parts and portions being divided.)

To have and to hold the foresaid seventh part and portion of the foresaid mojety or half part of the foresaid garden plots, playhouse, and premises, by the foresaid indenture to the forementioned William Osteler mentioned to be granted, bargained, sold, assigned, and set over. to the forementioned William Osteler, his executors, administrators, and assigns from the time of the making of that indenture for and during the residue then still to come of the foresaid term of thirty-one years by the foresaid indenture of lease granted, in such ample manner and form as the foresaid Basil Nicoll, William Shakespeare, John Witter, John Hemyngs, Henry Condell, John Edmonds, and Mary his wife or any one of them the premises aforesaid had or enjoyed. By virtue of which particular separate leases, the same William Osteler was possessed both of the foresaid seventh

part of all the foresaid playhouse and

## The Girl Who Saw Peary First.

How Ruth Howe Planned and Succeeded in . . . . . . Trapping the Explorer. 



Ehe New York Eimes

Published: October 3, 1909 Copyright © The New York Times

sweet as the flowers she carried, picked out the spot where she thought the parlor car would stop and waited patiently. She was a good guesser, for hardly had the train come to a standstill than a big, tall man in a blue suit and looking stern and cross, Ruth thought came out of the car, took a long, sweeping glance all around, and then stepped down, almost on Ruth's toes.

Standing on tip-toe the little girl held up her bouquet with both hands and lisped cheerily, "Welcome home, Commander Peary." The greeting was too insistent to be unheeded, and the stern visage of the explorer relaxed as he bent down and picked up the little one. bouquet and all, swinging her high above his head. "Thank you, little one, and bless you, bless you," said he as scores of children crowded around him pressing their bouquets and waiving their flags, He accepted all the flowers until his arms were full.

The children asked all sorts of odd questions of him, which he answered in kind repartee, questions which the most astute newspaper men had rever thought or propounding. Distinguished citizens had to wait to get a handshake. Mrs. Peary and Miss Marie looked on and smiled from the parlor car.

The Commander waived adjeus as long as his train was in sight. And little Ruth Howe tossed her, brown curls and declared, "I saw him the very firstest." 

lother premises aforesaid situate in the precinct of the Blackfriars, London, in the foresaid indenture of lease before specified, and also of the foresaid other seventh part and portion of the moiety of the foresaid garden plots, playhouse, and other premises aforesaid, in the foresaid second indenture of lease before similarly specified, situate in the foresaid parish of/ Saint Savior in Southwark, in the foresaid County of Surry.

And so thereof being possessed, the same William Osteler afterwards-namely, on the 16th day of December in the year of the reign of the Lord James, now King of England. the 12th, (1614.) at London aforesaid, namely, in the parish of the blessed Mary-le-Bow, in the ward of Cheap, London. died intestate:

After whose death the administration of all and singular the goods, chattels, rights, and credits which were belonging to the foresaid William Osteler at the time of his death, by the right reverend father in Christ, the Lord George, by divine favor Archbishop of Canterbury, Primate, and Metropolitane of all England. to the forementioned Thomasina on the twenty-second day of December, in the year of the Lord one thousand six hundred and fourteenth, at London aforesaid, in the foresaid parish of the blessed Marv-le-Bow in the ward of Cheap, London aforesaid, was granted:

By force of which, both the foresaid seventh part of all the foresaid playhouse and other the premises aforesaid situate in the precinct of the Blackfriars, London, aforesaid, and the foresaid other seventh part and portion of the foresaid moiety or half part of the garden plots aforesaid, of the playhouse, and of other the premises aforesaid, situate in the foresaid parish of Saint Savior in Southwark, m the foresaid country of Surry, specified in the foresaid separate indentures of lease aforesaid to the foresaid William Osteler as set forth granted, and all the profit thereon arising and accruing, to the same Thomasina, by virtue of the administration aforesaid, of right did belong and pertain. ٠.

Which particular separate indentures of lease, both of the foresaid seventh part of the whole foresaid playhouse and other the premises aforesaid situate in the precinct of the Blackfriars, London aforesaid, and of the foresaid seventh part and portion of the foresaid moiety of the foresaid garden plots, playhouse, and other the premises aforesaid situate in the foresaid parish of Saint Savior in Southwark, in the foresaid County of Surry, after the death of the foresaid William Osteler, namely, on the foresaid twenty-second day of December, in the year of the reign of the said Lord King now of England the twelfth [1614] abovesaid. at London aforesaid, in the foresaid parish of the blessed Mary-le-Bow, in the ward of Cheap, London aforesaid, to the hands and possession of the foresaid John Hemyngs merely to be safe kept did come and then still in the hands of the same John Hemyngs did remain and continue. and yet still do remain and be.

And the same John Hemyngs the gains. profits, and commodities both of and for the foresaid seventh part of all the foresafd playhouse and other the premises aforesaid situate in the foresaid precinct of the Blackfriars. London aforesaid, and of the foresaid seventh part and portion of the moiety of the foresaid garden. plots, playhouse, and other the premises, aforesaid situate in the foresaid parish of Saint Savior in Southwark in the foresaid County of Surry, specified in the foresaid indentures of lease, as is set forth, from day to day increasing and - Manufa a finance in the first for since the side and and and a statistic and

growing and to the foresald Thomasina. after the death of the foresaid William Osteler as is set forth, belonging and pertaining, being all the estate which she the same Thomasina had to herself, by the death of the foresaid William Usteler her husband, left remaining both for her relief and maintenance and for paying the debts of the same William Osteler. amounting to a very great value from the time of the death of the same William Osteler unto the present, by color of a certain pretended grant and assignment (to the same Thomasing totally unknown) to him the forementioned John Hemyngs by the foresaid William Osteler of trust made, as the same John Hemyngs to the forementioned Thomasina has declared and affirmed, has received and had and them to his own private use has converted without giving any compensation therefore to the same Thomasina for the same, and those indentures of lease aforesaid from the formentioned Thomasina has detained and yet still doth detain and them to her the ferementioned Thomasina to render and deliver up has utterly refused, although the same John has very frequently been required to do this by the foresaid Thomasina both after the death of the foresaid William Osteler, and after the administration aforesaid granted to her the forementioned Thomasina, as is set forth. \* \* \* \* \* And the same Thomasina further in fact says that the true value of the foresaid seventh part of all the foresaid playhouse and other the premises situate in the foresaid precinct of the Blackfriars, London aforesaid, from the time of the death of the foresaid William Osteler unto the present and for the residue of the term of years in the foresaid, indenture of lease thereof, to the forementioned William Osteler made as is set forth, amounts to three hundred poinds of legal money of England; and that the true value of the foresaid seventif part of the molety of the foresaid garden plots, playhouse, and other the premises aforesaid situate in the foresaid parish of Saint Savior in Southwark, in the foresaid County of Surry; Trom the time of the death of the foresaid William Osteler unto the present and for the residue of the term of years in the foresaid indenture of lease thereof to the same William Osteler made as is set forth, amounts to three hundred, pounds

of legal money of England? Yet, nevertheless, the foresaid. John, very little regarding his promise and, undertaking aforesaid, but plotting, and basely intending the same Thomasing in this part cunningly, and craftity to deceive and defraud, the foresaid six hundred pounds for the true-value of the same two seventh parts of the playhouses atoresaid to the forementioned Thomasina not yet has paid nor in any way for the same satisfied, although thereunto by the same Thomasina afterwards, namely, on the fifth day of October in the year of the reign of the said Lord King now of England the thirteenth [1615] abovesaid, at London aforesaid, in the parish and ward aforesaid very often demand has been made of him.

By which means the same Thomasina the whole gain, comodity, and profit which she with the foresaid six hundred. pounds would have and enjoy, to buy, sell. and lawfully bargain, if the foresaid John his promise and undertaking aforesaid inthe form aforesaid had performed, is utterly deprived of and has wholly lost, whereby she says that she has received harm and has sustained damage to the value of six hundred pounds, and therefore has brought suff. &c.