

SUMMARY: The document below is the indenture dated 20 November 1565 by which Sir Henry Jerningham (d. 6 September 1572) leased the former monastic infirmary in the Blackfriars to Francis Kempe, gentleman, of Twyford, Hampshire, for 21 years from 25 December 1565 at £6 per annum.

The former monastic infirmary was on the south end of the premises later occupied by James Burbage's Blackfriars theatre. The lease below clarifies that the Jerningham mansion in the Blackfriars and the infirmary were separate buildings, and that at the time Sir Henry Jerningham owned both the infirmary and a mansion which he had built near it. For the Jerningham mansion in the Blackfriars, see also TNA C 66/768, mm. 23-4.

For the indenture by which Frances Baynham Jerningham leased the Jerningham mansion in the Blackfriars to Sir George Carey (1548-1603), later 2<sup>nd</sup> Baron Hunsdon, for 21 years from 29 September 1580 at £8 per annum, see SRO D641/3/E/1/7/2.

See also the indenture dated 3 April 1574, NRO JER 245 55X1, by which Frances Baynham Jerningham leased what appears to have been the Jerningham mansion in the Blackfriars to Francis Kempe for five years at £8 per annum, NRO JER 245 55X1.

From the indenture below it is clear that the 'Mr Kempe' with whom Sir William More was involved in a dispute concerning the former monastic infirmary and the Parliament chamber above it circa 1565 was Francis Kempe. See Folger MS L.b.426(2).

For Sir Henry Jerningham, see his will, TNA PROB 11/55/240, and the will of his wife, Frances Baynham Jerningham, TNA PROB 11/66/340.

For Francis Kempe, see the wills of his parents, Sir William Kempe and Eleanor Browne Kampe, TNA PROB 11/27/500 and TNA PROB 11/43/638, and the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/kempe-francis-1534-97-or-later>.

This indenture made the twentieth day of November in the eight 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 Sir Henry Jerningham of Wingfield in the county of Suffolk, knight, on the one party, and Francis Kempe of Twyford in the county of Southampton, gentleman, on the other party:

Witnesseth that the said Sir Henry Jerningham for divers good considerations him specially moving hath demised, granted, betaken and to farm letten and by these presents doth demise, grant, betake and to farm let unto the said Francis Kempe all that his messuage or tenement called the firmery within the late Blackfriars in London together

with the bakehouse, court, garden, cellars, sollars, vaults and other buildings or easements to the same fermery belonging or of right appertaining or which have been at any time heretofore with the said fermery or bakehouse or any of them used and occupied;

To have and to hold the said fermery, bakehouse and other the premises with the appurtenances unto the said Francis Kempe, his executors or assigns, from the feast of the Nativity of Our Lord next to come unto the end and term of twenty and one years then next following fully to be complete and ended;

Yielding and paying therefore yearly during and by all the said term of twenty and one years unto the said Sir Henry, his heirs & assigns, six pounds of current English money at four usual terms or feasts of the year by even portions to be paid(?);

And if it shall happen the said yearly rent of six pounds or any part thereof to be behind & unpaid in part or in all by the space of six weeks after any of the feasts in which it ought to be paid, and no sufficient distress in or upon the letten premises can or may be found and had, that then it to be lawful to and for the said Sir Henry, his heirs and assigns, into all and singular the premises to re-enter and the same to have again and repossede as in his or their former estate, this indenture or anything therein contained notwithstanding;

And further the said Francis Kempe for him, his executors and assigns, doth covenant and grant well(?) & sufficiently to repair, sustain and maintain all and singular the before-letten premises during and by all the said term of 21 years, as also within the said term and before the same term shall be expired at his or their own proper costs and charges to bestow in and upon the amending and beatifying thereof the sum of one hundred marks, and the same so repaired, sustained, amended and beautified in the end of the said term shall leave and yield up;

And the said Sir Henry Jerningham for him, his heirs and assigns, doth covenant and grant to and with the said Francis Kempe, his executors and assigns, (illegible) that it shall and may be lawful to and for the said Francis, his executors or assigns or any of them, at any time within the said term of 21 years to take down, alter or transpose any of the partitions, doors, windows or chimneys or any other thing of the before-letten premises at his or their will and pleasure so as the same again be by him or them converted to the amendment or bettering of the same before-letten premises or any part thereof, as also that he, the said Sir Henry, his heirs and assigns, the said messuage or tenement called the fermery, the said bakehouse, and all and singular other the letten premises with the appurtenances to the said Francis Kempe, to his executors and assigns, for the only yearly rent of six pounds aforesaid and in consideration of other covenants above rehearsed during all the foresaid term of 21 years against all men shall warrant and defend at the proper costs and charges in the law of the said Francis Kempe, his heirs, executors and assigns;

And further the said Francis Kempe covenanteth to and with the said Sir Henry, his heirs, executors and assigns, that at such time as the said Sir Henry or Dame Frances, his wife, or his heir shall continue and lie at their mansion house within the Blackfriars, that he shall have the use and easement for the time of their being there, together with the said Francis Kempe and his executors and assign, of the house sometime called the plumbery house adjoining to the courtyard, and also of the oven of the house now called the bakehouse;

And further the said Francis Kempe covenanteth and granteth to and with the said Sir Henry that he shall not during the said term of twenty and one years grant, give, sell or otherwise put away his said interest and title of his lease of the said fermery demised and granted by these presents without the special leave and licence of the said Sir Henry, his heirs and assigns;

In witness whereof the said parties to these indentures interchangeably have set their seals given the day and year first above-written, 1565.

Francis Kempe

Sigillat{um} et deliber{atum} p[er] p{re}fat{um} ffranciscum in presenciam(?) [word cut off by fold] Sparke s{er} vien{tem} Anthonij Higgons No{ta}rij