

SUMMARY: The document below is the bill of Thomasina (nee Heminges) Ostler in the lawsuit brought by her in the Court of King's Bench against her father, John Heminges (1566-1630), for a one-seventh interest in the lease of the Blackfriars and a one seventh interest in a moiety of the ground lease of the Globe held by her deceased husband, the actor William Ostler (d.1614).

The document was discovered by Dr Charles William Wallace (1865-1932) and reported, with a partial translation, in the 3 October 1909 issue of *The New York Times*.

Wallace's partial Latin transcript of the bill was printed for private circulation in Wallace Charles William, *Advance Sheets From Shakespeare, the Globe, and Blackfriars* (Stratford-Upon-Avon: Shakespeare Head Press 1909), pp. 1-16.

The first of the two indentures mentioned in Thomasina Heminges Ostler's bill involving her late husband, William Ostler, is an indenture made on 20 May 1611 between Richard Burbage (1568-1619) of London, gentleman, and William Ostler of London, gentleman, by which Ostler was granted a one-seventh interest in the lease of the Blackfriars. The indenture recited the terms of six earlier leases dated 9 August 1608 between Richard Burbage and six others, William Sly (d.1608), John Heminges, William Shakespeare of Stratford upon Avon (1564-1616), Cuthbert Burbage (1564/5-1636), Henry Condell (1576?-1627) and Thomas Evans (d.1633?), all of London, gentlemen, by which each was granted a one-seventh part in 'all that playhouse and divers other possessions' situate in the precinct of the Blackfriars for 21 years at a yearly rent of £5 14s 4d.

William Sly died on 14 August 1608. For his nuncupative will, see Honigmann, E.A.J. and Susan Brock, *Playhouse Wills 1558-1642* (Manchester University Press, 1993) pp. 80-1. After Sly's death, his executrix, Cecilia Browne, surrendered his one-seventh part to Richard Burbage, presumably because Sly had entered into the lease only 5 days prior to his death and had paid nothing in consideration for it. Burbage then made separate leases of Sly's former one-seventh interest to himself and the other five remaining shareholders, with the result that the six remaining original shareholders now each held a one-sixth interest in the Blackfriars lease from after Sly's death in 1608 until May 1611, when William Ostler married John Heminges' daughter, Thomasina. At that time the six remaining original shareholders surrendered the leases by which William Sly's one-seventh interest had been divided among them, leaving Burbage free to issue a new lease of a one-seventh interest to William Ostler, which he did by indenture between himself and Ostler on 20 May 1611. The original leases of the six original shareholders are specifically mentioned as having been excepted from this latter surrender, and as having remained in effect, and thus at the end of the day on 20 May 1611 there were again seven shareholders, each holding a one-seventh interest in the Blackfriars lease.

The consideration given to Richard Burbage by the six other shareholders was the payment of the yearly rent of £5 14s 4d. What is not spelled out in the terms of the lease is the consideration the six other shareholders received for entering into the lease. According to the terms of the lease, they received no consideration whatsoever. However

as the document below makes clear, there was a private arrangement by which all the shareholders were entitled to the profits from performances at the Blackfriars.

It should also be noted that in *Keysar v Burbage et al* (see TNA REQ 4/1/1), it is stated that Henry Evans surrendered his earlier 21-year lease of the Blackfriars on 9 August 'last past' [=9 August 1609], and that Burbage et al entered into and took possession of the Blackfriars on 10 August 1609 and had taken the profits since that time:

& the said defendants confess that true it is that sithence the said surrender made by the said Evans to the said Richard Burbage as aforesaid, which was about the tenth of August last past [=10 August 1609], they, the said defendants, have entered into, occupied & enjoyed the said great hall or playhouse, & taken the benefit & profit thereof, & have rejected the said complainant from intermeddling with them in any sort, as they hope, under favour of this honourable court, it lawful was & is for them to do

It seems unusual that Henry Evan's original 21-year lease of the Blackfriars was not surrendered to Richard Burbage until 9 August 1609, a full year after new leases of the Blackfriars had been granted by Richard Burbage to William Sly, John Heminges, William Shakespeare of Stratford upon Avon, Cuthbert Burbage, Henry Condell and Thomas Evans. However it appears that that actually was the case, and if so, it would make it more likely that, as consideration for giving up his 21-year lease, Henry Evans had been granted a new lease of a one sixth interest on 9 August 1608 through Thomas Evans, who was apparently acting as his agent.

The second of the two indentures mentioned in Thomasina Heminges Ostler's bill involving her late husband, William Ostler, is an indenture made 20 February 1612 between Basil Nicoll, William Shakespeare, John Witter, John Heminges, Henry Condell, and John Edmonds and Mary, his wife, of the one part, and William Ostler, of the other part. The indenture recited the terms of an indenture dated 21 February 1599 between Nicholas Brend on the one part, and Cuthbert Burbage, Richard Burbage, William Shakespeare, Augustine Phillips (d.1605), Thomas Pope (d.1603), John Heminges and William Kempe on the other part, for the lease of certain ground in Southwark for 31 years commencing on 25 December 1598, with Cuthbert Burbage and Richard Burbage to hold a one half interest in the said ground lease for an annual rent of £7 5s, and William Shakespeare, Augustine Phillips, Thomas Pope, John Heminges and William Kempe to hold the remaining half for a similar annual rent of £7 5s.

By the foresaid indenture between Basil Nicoll, William Shakespeare, John Witter, John Heminges, Henry Condell, and John Edmonds and Mary, his wife, of the one part, and William Ostler of the other part, made 20 February 1612, Nicoll, Shakespeare, Witter, Heminges, Condell, John Edmonds and Mary Edmonds divided their half interest in the ground lease of the Globe into seven parts, and granted Ostler a seventh part.

Ostler died 16 December 1614. Administration of his goods was granted on 22 December 1614 to his widow, Thomasina (nee Heminges) Ostler, and on the same date Ostler's indentures for his seventh part of the lease of the Blackfriars and his seventh part of the

ground lease of the Globe came into the hands of Thomasina Ostler's father, John Heminges, where they remained at the date of the bill below. In her bill Thomasina claimed for the return of the leases and for £300 for the profits from each lease from the time of William Ostler's death until the expiry of the two respective leases in 1629, for a total of £600.

As noted in the bill, Thomasina Ostler had earlier drawn up a petition to the High Court of Chancery on 20 September 1615, included in which was a request for a writ of subpoena to be served on her father, John Heminges, returnable on 14 October 1615. Hearing of the petition and subpoena, on 26 September 1615 John Heminges persuaded his daughter to stay the lawsuit, promising to content her for what was owed under her late husband William Ostler's leases. Thomasina Ostler stayed her lawsuit in Chancery on 9 October 1615. However, her father did not keep his promise, giving rise to her bill at the common law in the Court of King's Bench below. John Heminges was arrested at Thomasina's suit, the parties' lawyers came before the court on Tuesday, 22 January 1616, and the case was set for trial on 8 February 1616.

For further information on the lease of the Blackfriars and the ground lease of the Globe see TNA REQ 4/1/2, a lawsuit brought in the Court of Requests by John Witter against John Heminges and Henry Condell in 1619.

For further information on William Ostler, see the article in the *Oxford Dictionary of National Biography*, available online.

For further information on another of the shareholders, Basil Nicoll (1576-1648), citizen and haberdasher of London and Governor of Highgate School, see the will of his father, William Nicoll, TNA PROB 11/150, f. 212, and Basil Nicoll's own will, TNA PROB 11/206, ff. 80-3.

Up to this time of Hilary term, witness E. Cobb

London. Be it remembered that heretofore, that is to say, in Michaelmas term last past, before the Lord King at Westminster came Thomasina Ostler, widow, administratrix of all & singular the goods, chattels, rights & credits which were of William Ostler, late her husband, deceased, who died intestate, as it is said, by Thomas Farrer, her attorney;

And brought here in the court of the said Lord King then there her certain bill against John Heminges, in the custody of the Marshal etc., of a plea of trespass upon the case;

And there are pledges for prosecution, that is to say, John Doe & Richard Roe;

Which certain bill followeth in these words:

London. Thomasina Ostler, widow, administratrix of all & singular the goods, chattels, rights & credits which were of William Ostler, late her husband, deceased, who died intestate, as it is said, complaineth of John Heminges, being in the custody of the Marshal of the Marshalsea of the Lord King before the King himself, for that, viz.,

That whereas by a certain indenture made at London aforesaid in the parish of St Mary-le-Bow in Cheap ward in London between Richard Burbage of London, gentleman, on the one part, & the forenamed William Ostler of London, gentleman, in his life late the husband of the forenamed Thomasina on the other part, bearing date the twentieth day of May in the ninth year [=20 May 1611] of the reign of the Lord James, now King of England, reciting 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 eight [=9 August 1608] and in the sixth year of the reign of the said Lord King now of England, for the considerations in the same last-recited indenture of lease specified, did demise & to farm let to a certain William Sly, late of London, gentleman, deceased, one full seventh part of all that playhouse called 'a playhouse', & divers other things of the same Richard Burbage particularly specified both in the foresaid-recited indenture of lease and in five other several indentures of lease of the same date severally granted of parcels of the foresaid playhouse & the premises (except as by the foresaid several indentures is excepted) by & from the foresaid Richard Burbage to the forenamed John Heminges & to a certain William Shakespeare, Cuthbert Burbage, Henry Condell & Thomas Evans of London aforesaid, gentlemen, situate in the precinct of le Blackfriars at London for the term of twenty-one years and for & under a yearly rent of five pounds fourteen shillings & four pence;

Which certain first-recited [sic] indenture of lease [=9 August 1608], as is aforesaid, made & granted to the forenamed William Sly, as is abovesaid, a certain Cecilia Browne, executrix of the testament & last will of the same William Sly, for good considerations her thereunto moving, by virtue of her executorship aforesaid did surrender & deliver the same [+lease] to the forenamed Richard Burbage cancelled & made void, together with all her right & interest of & in the foresaid seventh part of the same playhouse & premises, as by the foresaid indenture of lease & the surrender thereof endorsed more at large may appear;

And which certain seventh part of the same playhouse & premises thus to the forenamed William Sly demised & surrendered, as is abovesaid, afterwards was divided, demised & reserved by the foresaid Richard Burbage to the forenamed John Heminges, Henry Condell, the forenamed Richard Burbage & others by several indentures of lease, all which certain indentures of lease were surrendered & delivered to the forenamed Richard Burbage cancelled and frustrate;

[+After which] the foresaid Richard Burbage, for divers good & reasonable considerations him, the forenamed Richard, thereunto moving, did demise & to farm let to the forenamed William Ostler all the foresaid seventh part of the foresaid playhouse & premises thus as is aforesaid to the forenamed William Sly & others demised, surrendered as is abovesaid (except as in the foresaid first-recited indenture of lease & in the foresaid five other

indentures of lease first before-mentioned is excepted), to have & to hold the foresaid seventh part of the foresaid playhouse & premises earlier by the foresaid indenture to the forenamed William Ostler now demised (except pre-excepted) to the forenamed William Ostler, his executors, administrators & assigns, from the feast of the Annunciation of Blessed Mary the Virgin last past before the date of the said indenture unto the end & term of eighteen years & one quarter of a year then next following fully to be complete & ended, yielding & paying therefore yearly during the said term to the forenamed Richard Burbage, his heirs and assigns, five pounds fourteen shillings & four pence of lawful money of England at the four chief usual feasts or terms in the year, viz., at the feasts of the Nativity of St John the Baptist, St Michael the Archangel, the Birth of the Lord, & the Annunciation of Blessed Mary the Virgin, or within twenty-one days next after any of the same feast-days by equal portions;

And whereas by a certain other indenture made between Basil Nicoll, William Shakespeare, John Witter, John Heminges, Henry Condell, & John Edmonds & Mary, his wife, of the one part, & the forenamed William Ostler of the other part, at London aforesaid in the foresaid parish of St Mary-le-Bow in Cheap ward in London, bearing date the twentieth day of February in the abovesaid ninth year [=20 February 1612] of the reign of the said Lord King now of England, reciting that whereas a certain Nicholas Brend of West Molesey in the county of Surrey, esquire, by his indenture tripartite bearing date the twenty-first day of February in the forty-first year [=21 February 1599] of the reign of the Lady Elizabeth, late Queen of England, for the considerations in the same indenture tripartite mentioned & expressed, did demise, grant and to farm let to a certain Cuthbert Burbage & Richard Burbage of London, gentlemen, to the forenamed William Shakespeare, & to Augustine Phillips & Thomas Pope of London, gentlemen, deceased, to the foresaid John Heminges, & to William Kempe, late of London, gentleman, deceased, all that parcel of ground lately enclosed & made into four several gardens late in the tenures & occupations of Thomas Burt & Isbrand Morris, dyers, and Lactantius Roper, salter, citizen of London, containing in length from east to west two hundred & twenty standard feet or thereabouts, lying & adjoining a way or lane there on one side & abutting on a piece of land called 'the park' on the north & on a garden then or late in the tenure or occupation of a certain John Cornish towards the west & on another garden then or late in the tenure or occupation of a certain John Knowles towards the east, with all houses, buildings, structures, ways, easements, commodities & appurtenances thereunto belonging or in any way appertaining, which said premises are situate, lying & being within the parish of Saint Saviour in Southwark in the county of Surrey, and also all that parcel of land lately enclosed & made into three several gardens, whereof two of the same [+were] late in the tenure or occupation of a certain John Roberts, carpenter, and another late in the occupation of a certain Thomas Ditcher, citizen & merchant tailor [*More thereof follows on the dorse*] of London, situate, lying & being in the parish aforesaid in the foresaid county of Surrey, containing in length from east to west by estimation a hundred fifty & six standard feet or thereabouts, & in breadth from north to south a hundred standard feet by estimation or thereabouts, lying & adjoining on the other side of the way or lane aforesaid & abutting on a garden there then or late in the occupation of William Sellers towards the east & on one other garden there then or late in the tenure of John Burgram, saddler, towards the west & on a lane there called Maiden Lane towards

the south, with all houses, buildings, structures, ways, easements, commodities & appurtenances to the last-recited premises or any part or parcel thereof belonging or in any way appertaining, together with free ingress, egress & regress & passage to & for the forenamed Cuthbert Burbage & Richard Burbage, & the forenamed William Shakespeare, Augustine Phillips, Thomas Pope, John Heminges & William Kempe, their executors, administrators & assigns, & all & any other person & persons having occasion to come to them by & through the foresaid way or lane lying & being between the premises aforesaid mentioned to be demised, as is abovesaid, [+and] to & from the foresaid premises mentioned to be demised, as is aforesaid, and at all time & times during the said term below-written;

To have and to hold one moiety or half part of the said several garden plots (in English, 'garden plots') and all & singular other the previously mentioned & demised premises with all & singular the appurtenances to the forenamed Cuthbert Burbage & Richard Burbage, their executors, administrators & assigns, from the feast of the Birth of the Lord last past before the date of the said indenture unto the full end & term of thirty-one years then next following & fully to be complete & ended for a yearly rent of seven pounds & five shillings;

And to have & to hold the foresaid other moiety or half part of the foresaid several garden plots (in English, 'garden plots') and all & singular other the premises mentioned to be demised, as is abovesaid, with all & singular their appurtenances to the forenamed William Shakespeare, Augustine Phillips, Thomas Pope, John Heminges & William Kempe, their executors, administrators & assigns, from the feast of the Birth of the Lord last past before the date of the said indenture unto the full end & term of thirty-one years then next following & fully to be complete & ended for a yearly rent of seven pounds & five shillings;

Which certain several rents were payable on the four feasts or terms in the year, viz., at the feast of the Annunciation of Blessed Mary the Virgin, the Nativity of St John the Baptist, Saint Michael the Archangel, & the Birth of the Lord, or within sixteen days next after any feast of the feasts aforesaid by equal portions, as by the foresaid-recited indenture among other things more at large may & doth appear;

Of which certain premises or upon some part thereof (in English, 'upon some part thereof') there was a certain playhouse apt for the showing & acting of comedies & tragedies, of which certain playhouse, garden plots (in English, 'garden plots') & premises the foresaid Basil Nicoll, William Shakespeare, John Witter, John Heminges, Henry Condell, John Edmonds & Mary, his wife, had & enjoyed at the time of the making of the foresaid indenture [=20 February 1612] made to the foresaid William Ostler one moiety or half part divided into six equal parts & portions, viz., the foresaid Basil Nicoll, John Edmonds & 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, & the foresaid John Heminges & Henry Condell had three equal sixth parts thereof, as by the several conveyances made thereof more at large may appear;

[+And] the foresaid Basil Nicoll, William Shakespeare, John Witter, John Heminges, Henry Condell, John Edmonds & Mary, his wife, for & in consideration of a certain competent sum of money in hand paid to the same Basil, William, John, John, Henry, John & Mary by the foresaid William Ostler before the sealing of the said indenture, whereof the same Basil, William, John, John, Henry, John & Mary have acknowledged the receipt at London aforesaid in the foresaid parish of St Mary-le-Bow in Cheap ward in London aforesaid, did demise, bargain, sell, assign & set over to the forenamed William Ostler one equal seventh part & portion of the foresaid moiety & half part & portion of the foresaid garden plots (in English, 'garden plots'), playhouse & premises in & by the foresaid-recited indenture of lease demised (the same moiety & half part of the foresaid garden plots (in English, 'garden plots'), playhouse & premises into seven parts & portions having been divided);

To have & to hold the foresaid seventh part & portion of the foresaid moiety or half part of the foresaid garden plots (in English, 'garden plots'), playhouse & premises mentioned by the foresaid indenture to be granted, bargained, sold, assigned & set over to the forenamed William Ostler to the forenamed William Ostler, his executors, administrators & assigns, from the time of the making of the same indenture for & during the residue then still to come of the foresaid term of thirty-one years granted by the foresaid indenture of lease in such ample manner & form as the foresaid Basil Nicoll, William Shakespeare, John Witter, John Heminges, Henry Condell, John Edmonds & Mary, his wife, or any of them, had or enjoyed the premises aforesaid;

By virtue of which certain several leases the same William Ostler was possessed both of the foresaid seventh part of all the foresaid playhouse & other the premises aforesaid situate in the precinct of le Blackfriars at London in the foresaid first indenture of lease [=20 May 1611] above specified, and of the foresaid other seventh part & portion of the moiety of the foresaid garden plots (in English, 'garden plots'), playhouse & other the premises aforesaid in the foresaid second indenture of lease [=20 February 1612] above likewise specified situate in the foresaid parish of Saint Saviour in Southwark in the foresaid county of Surrey;

And thus thereof possessed, the same William Ostler afterwards, that is to say, on the sixteenth day of December in the twelfth year [=16 December 1614] of the reign of the Lord James now King of England at London aforesaid, viz., in the foresaid parish of St Mary-le-Bow in Cheap ward in London, died intestate;

After whose death the administration of all & singular the goods, chattels, rights & credits which were of the foresaid William Ostler at the time of his death was granted by the Reverend Father [+and] Lord in Christ, the Lord George, by God's providence Archbishop of Canterbury, Primate & Metropolitan of all England, to the forenamed Thomasina on the twenty-second day of December in the year of the Lord the thousand six hundred fourteenth [=22 December 1614] at [+London] aforesaid in the foresaid parish of St Mary-le-Bow in Cheap ward in London aforesaid, by reason of which both the foresaid seventh part of all the foresaid playhouse & other the premises aforesaid situate in the precinct of le Blackfriars at London aforesaid, and the foresaid other seventh

part & portion of the foresaid moiety or half part of the garden plots (in English, 'garden plots') aforesaid, playhouse and other the premises aforesaid situate in the foresaid parish of Saint [*More thereof follows on the recto*] Saviour in Southwark in the foresaid county of Surrey specified in the foresaid several indentures of lease aforesaid granted to the foresaid William Ostler, as is aforesaid, & all the profits thereon arising & accruing, of right belonged & appertained to the same Thomasina by virtue of the administration aforesaid;

Which certain several indentures of lease, both of the foresaid seventh part of the whole foresaid playhouse & other the premises aforesaid situate in the precinct of le Blackfriars at London aforesaid, and of the foresaid seventh part & portion of the foresaid moiety of the foresaid garden plots (in English, 'garden plots'), playhouse & other the premises aforesaid situate in the foresaid parish of Saint Saviour in Southwark in the foresaid county of Surrey, after the death of the foresaid William Ostler, that is to say, on the foresaid twenty-second day of December in the year of the reign of the said Lord King now of England the twelfth abovesaid at London aforesaid in the foresaid parish of St Mary-le Bow in Cheap ward in London aforesaid came to the hands & possession of the foresaid John Heminges, the now defendant, & then remained & continued in the hands of the same John Heminges, & still remain & are [+in his hands];

And the same John Heminges has received & had the gains, profits & commodities both of & for the foresaid seventh part of all the foresaid playhouse & other the premises aforesaid situate in the foresaid precinct of le Blackfriars at London aforesaid, and of the foresaid seventh part & portion of the moiety of the foresaid garden plots (in English, 'garden plots'), playhouse & other the premises aforesaid situate in the foresaid parish of Saint Saviour in Southwark in the foresaid county of Surrey specified in the foresaid indentures of lease, as is aforesaid, from day to day growing & coming, & belonging & appertaining to the foresaid Thomasina after the death of the foresaid William Ostler, as is aforesaid, being all the estate which she, the same Thomasina, had left to her by the death of the foresaid William Ostler, her husband, both for her relief & maintenance and for the payment of the debts of the same William Ostler, amounting to a very great value from the time of the death of the same William Ostler unto the present, by colour of a certain pretended grant & assignment (to the same Thomasina totally unknown) of trust (in English, 'of trust') made to the forenamed John Heminges by the foresaid William Ostler, as the same John Heminges did declare & affirm to the forenamed Thomasina, & has converted the same to his own proper use without giving any account thereof to the same Thomasina for the same, & has detained the said indentures of lease from the forenamed Thomasina, & still doth detain [+them], and has utterly refused to render & deliver them to the forenamed Thomasina although the same John has very often been required so to do by the foresaid Thomasina, both after the death of the foresaid William Ostler and after the administration aforesaid granted to her, the forenamed Thomasina, as is aforesaid;

Upon which, for the recovery of the foresaid several indentures of lease, & the profits both of & for the foresaid seventh part of all the foresaid playhouse & other the premises aforesaid situate in the foresaid precinct of le Blackfriars at London aforesaid and of the

foresaid seventh part & portion of the foresaid moiety of the foresaid garden plots (in English, 'garden plots'), playhouse & other the premises aforesaid situate in the foresaid parish of Saint Saviour in Southwark in the foresaid county of Surrey in the foresaid several indentures of lease specified, as is aforesaid, and also for the relief of the same Thomasina in that part, the same Thomasina afterwards, that is to say, on the twentieth day of September in the year [=20 September 1615] of the reign of the Lord James now King of England the thirteenth at London aforesaid in the foresaid parish of St Mary-le-Bow in Cheap ward in London aforesaid, by her counsel learned in the law drew & devised a certain English bill concerning the premises aforesaid in the foresaid several indentures of lease above specified demised to the forenamed William Ostler in his life, as is aforesaid, against the forenamed John Heminges, & that English bill then had ready to advance there in the Court of Chancery of the said Lord King at Westminster in the county of Middlesex against the forenamed John, & on that account the same Thomasina then & there did prosecute a certain writ of subpoena of the said Lord King out of the same Court of Chancery aforesaid, returnable before himself, the King, in his Chancery aforesaid in fifteen days from Saint Michael then next following [=14 October 1615] against the forenamed John Heminges, to the intent that the same Thomasina might be able to recover the foresaid several indentures of lease of the premises aforesaid out of the custody of the forenamed John Heminges, and to be answered of the profit thereof both by the same John previously received and hereafter to be received, & in equity to be relieved for the same;

And the foresaid John Heminges, perceiving that the foresaid Thomasina then had purpose & intended to prosecute the suit aforesaid against the forenamed John in the foresaid Court of Chancery of the said Lord King of & upon the foresaid English bill and for the premises aforesaid demised to the forenamed William Ostler, as is aforesaid, & to serve the same John with the foresaid writ of subpoena as is thus aforesaid obtained out of the same Court of Chancery of the said Lord King aforesaid, the same John Heminges, in consideration that the foresaid Thomasina, at the instance & special request of the foresaid John Heminges, would stay her suit (in English, 'would stay her suit') & the advancement of the English bill aforesaid which she, Thomasina, had drawn & which she then had ready to advance against the same John of & upon the premises aforesaid in the Court of Chancery aforesaid, & would then forbear the serving of the subpoena upon the said John which she then did have & had obtained against the foresaid John Heminges out of the Court of Chancery aforesaid (in English, 'would forbear the serving of the subpoena upon the said John'), & further if the same Thomasina would come to the same John, being the father of the same Thomasina, to do her duty (in English, 'to do her duty') to the forenamed John & to a certain Rebecca Heminges, being the mother of the same Thomasina, the same John afterwards, that is to say, on the twenty-sixth day of September in the thirteenth year [=26 September 1615] abovesaid of the reign of the said Lord James now King of England at London aforesaid in the foresaid parish of St Mary-le-Bow in Cheap ward in London aforesaid, did take upon himself and to the same Thomasina then & there did faithfully promise that he, the same John, would well & truly satisfy & content the foresaid Thomasina the true value for all & singular the premises aforesaid in the foresaid several indentures of lease demised to the forenamed William Ostler, as is aforesaid;

And the same Thomasina saith in fact that she, the same Thomasina, trusting to the promise & undertaking of the foresaid John, afterwards, that is to say, from the time of the undertaking aforesaid until now, that is to say, unto the ninth day of October in the thirteenth year [=9 October 1615] abovesaid, did stay her suit (in English, 'did stay her suit') & the advancement of the English bill aforesaid which she, the same Thomasina, had drawn & which she then had ready to advance against the same John of & upon the premises aforesaid in the Court of Chancery aforesaid, & then & at all times hereafter until now did forbear the serving of the same subpoena or any other subpoena upon the said John (in English, 'did forbear the serving of the same subpoena or any other subpoena upon the said John'), and further that the foresaid Thomasina afterwards, that is to say, on the foresaid twenty-sixth day of September in the thirteenth year [=26 September 1615] abovesaid came to the same John, being her father, to the mansion house of the foresaid John Heminges situate in the parish of St Mary Aldermanbury in London aforesaid to do her duty (in English, 'to do her duty') to the forenamed John & Rebecca, his wife, parents of the same Thomasina, & then & there bent the knee, & with tears dropping from her eyes performed & did her duty (in English, 'did her duty') with all reverence & humility to the same John & the forenamed Rebecca, parents of the same Thomasina, & then & there submitted herself to the forenamed John & Rebecca, which the same John then and there accepted of the forenamed Thomasina;

And the same Thomasina further in fact saith that the true value of the foresaid seventh part of all the foresaid playhouse & other the premises situate in the foresaid precinct of le Blackfriars at London aforesaid, from the time of the death of the foresaid William Ostler until now, & for the residue of the term of years in the foresaid indenture of lease made thereof to the forenamed William Ostler, as is aforesaid, amounts to three hundred pounds of lawful money of England, and that the true value of the foresaid seventh part of the moiety of the foresaid gardens, playhouse & other the premises aforesaid situate in the foresaid parish of Saint Saviour in Southwark in the foresaid county of Surrey from the time of the death of the foresaid William Ostler until now, & and for the residue of the term of years in the foresaid indenture of lease made thereof to the same William Ostler, as is aforesaid, amounts to three hundred pounds of lawful money of England;

However the foresaid John, little regarding his promise & undertaking aforesaid, but endeavouring & fraudulently intending subtilely & craftily to deceive & defraud the same Thomasina in that part, hath not yet paid the foresaid six hundred pounds for the true value of the same two seventh parts of the playhouses aforesaid to the forenamed Thomasina, nor in any way for the same contented [+her], although the said John thereunto afterwards, that is to say, on the fifth day of October in the thirteenth year [=5 October 1615] abovesaid of the reign of the said Lord King now of England at London aforesaid in the parish & ward aforesaid was by the foresaid Thomasina thereunto oftentimes required, by which the same Thomasina hath been wholly deprived of & hath lost the whole gain, commodity & profit which she with the foresaid six hundred pounds could have had & enjoyed by purchase, sale and lawful bargain if the foresaid John had performed his promise & undertaking aforesaid in form aforesaid, whereby she saith that

she is injured and hath sustained damage to the value of six hundred pounds, and thereof she bringeth suit etc.;

And the same Thomasina showeth here in court the letters of administration aforesaid which attest the grant of administration aforesaid in form aforesaid etc.

And now at this day, that is to say, Tuesday next after the octave of St Hilary in the same term, until which day the foresaid John Heminges had licence to imparl to the bill aforesaid, & then to answer etc., before the Lord King at Westminster cometh as well the foresaid Thomasina by her attorney aforesaid, as the foresaid John Heminges by Edmund Pye, his attorney, and the same John Heminges doth defend the force & injury when etc., and saith that he did not take upon himself in manner & form as the foresaid Thomasina above hath complained against him, and upon this he putteth himself upon the country, and the foresaid Thomasina likewise etc.;

Therefore let a jury come before the Lord the King at Westminster on Thursday next after the morrow of the Purification of the Blessed Mary etc., and who neither etc., to recognize etc., because as well etc., the same day is [+given] to the parties aforesaid there etc.

Ad huc de Termino sanctj Hillarij Teste E Cobb

1 London Memorandum quod alias scilicet Termino sancti Michaelis vltimo preterito Coram domino Rege apud Westmonasterium venit Thomasina

2 Osteler vidua administratrix omnium & singulorum bonorum Cattalorum Iurium & Creditorum que fuerunt Willelmi

3 Osteler nuper viri sui defuncti qui obiit intestati vt dicitur per Thomam ffarrer Attornatum suum Et protulit hic in

4 Curia dicti domini Regis tunc ibidem quandam billam suam versus Iohannem Hemynges in Custodia Marrescalci &c de placito

5 transgressionis super Casum Et sunt plegij(?) de prosequendo scilicet Iohannes Doo & Richardus Roo Que quidem billa sequitur in hec

6 verba "London" Thomasina Osteler vidua administratrix omnium & singulorum bonorum Cattalorum Iurium &

7 Creditorum que fuerunt Willelmi Osteler nuper viri sui defuncti qui obiit intestati vt dicitur queritur de Iohanne

8 Hemynges in Custodia Marrescalci Marescalcie domini Regis coram ipso Rege existente pro eo videlicet quod Cum per quamdam Indenturam

9 inter Richardum Burbadge de Londonia generosum ex vna parte & prefatum Willelmum Osteler de Londonia generosum in vita sua

10 nuper virum prefate Thomasine ex altera parte apud Londoniam predictam in parochia beate Marie de Arcubus in Warda de

11 Cheape Londonia factam gerentem datum vicesimo die Maij anno regni domini Iacobi nunc Regis Anglie nono recitando

12 per eandem Indenturam quod Cum predictus Richardus Burbadge per quamdam aliam Indenturam dimissionis gerentem datum nono die

13 Augusti anno domini Millesimo sexcentesimo octavo annoque regni dicti domini Regis nunc Anglie sexto pro

14 Consideracionibus in eadem vltima recitata Indentura dimissionis specificatis dimississet & ad firmam tradidisset

15 Cuidam Willelmo Slye nuper de Londonia generoso defuncto vnam plenam septimam partem tocuis illius domus lusorie

16 vocate a playehouse & diuersarum aliarum rerum ipsius Richardi Burbadge particulariter specificatarum tam in predicta recitata

17 Indentura dimissionis quam in quinque alijs separalibus Indenturis dimissionis de eodem dato separatim Concessis de

18 parcellis predicte domus lusorie & premissorum (exceptis prout per predictas separales Indenturas excipitur) per & a predicto Richardo

19 Burbadge prefato Iohanni Hemynges & quibusdam Willelmo Shakespeare Cuthberto Burbadge Henrico Condell &

20 Thome Evans de Londonia predicta generosis scituatorum in precinctu de le Blackfryers Londonia pro termino viginti

21 vnus annorum ac pro & subter annualem redditum quinque librarum quatuordecim solidorum & quatuor denariorum

22 quam quidem primam recitatum Indenturam dimissionis sic vt preferitur prefato Willelmo Slye factam & Concessam vt supradictum

23 est quedam Cicilia Browne executrix testamenti & vltime voluntatis eiusdem Willelmi Slye pro bonis Consideracionibus

24 ipsam adinde moventibus virtute executriciati sui predicti sursumreddidit & illam(?) prefato Richardo Burbadge deliberavit

25 Cancellandam & vacuam faciendam simulcum toto iure & interesse suo de & in predicta septima parte eiusdem domus

26 lusorie & premissorum prout per predictam Indenturam dimissionis & sursumreddicionis inde indorsate plenius apparere potest

27 Et que quidem septima pars eiusdem domus lusorie & premissorum sic prefato Willelmo Slye dimissa &

28 sursumreddita vt supradictum est postea divisa dimissa & reservata fuit per predictum Richardum Burbadge prefato Iohanni

29 Hemynges Henrico Condell prefato Richardo Burbadge & alijs per separales Indenturas dimissionis omnes que

30 quidem Indenture dimissionis sursumreddite & deliberate fuerunt prefato Richardo Burbadge Cancellande & frustrande

31 predictus Richardus Burbadge pro diuersis bonis & racionabilibus Consideracionibus ipsum prefatum Richardum adinde

32 moventibus dimisisset & ad firmam tradidisset prefato Willelmo Osteler totam predictam septimam partem predicte

33 domus lusorie & premissorum sic vt prefertur prefato Willelmo Slye & alijs dimissam sursumredditam vt supradictum est (exceptis

34 prout in predicta prima recitata Indentura dimissionis & predictis quinque alijs Indenturis dimissionis primo premencionatis

35 excipitur) habendum & tenendum predictam septimam partem predicte domus lusorie & premissorum superius per predictam Indenturam

36 prefato Willelmo Osteler modo dimissam (exceptis preexceptis) prefato Willelmo Osteler executoribus administratoribus &

37 assignatis suis a festo Annunciacionis beate Marie virginis vltimo preterito ante datum dicte Indenture vsque finem &

38 terminum octodecim annorum & vnus quarterij anni tunc proxime sequentium plenarie Complendorum & finiendorum Reddendo

39 & solvendo inde annuatim durante dicto termino prefato Richardo Burbadge heredibus & assignatis suis quinque libras

40 quatuordecim solidos & quatuor denarios legalis monete Anglie ad quatuor maxime vsualia festa siue terminos

41 in anno videlicet ad festa Natiuitatis sancti Iohannis Baptiste sancti Michaelis Archangeli Natalis domini & Annunciacionis

42 beate Marie virginis vel infra viginti vnum dies proxime post quemlibet eorundem festivalium dierum per equales

43 porciones Cumque per quandam aliam Indenturam inter Basilium Nicholl Willelmum Shakespeare Iohannem Witter

44 Iohannem Hemynges Henricum Condall & Iohannem Edmondes & Mariam vxorem eius ex vna parte & prefatum Willelmum Osteler

45 ex altera parte apud Londoniam predictam in predicta parochia beate Marie de Arcubus in Warda de Cheape Londonia factam gerentem

46 datum vicesimo die ffebruarij anno regni dicti domini Regis nunc Anglie nono supradicto recitando quod Cum quidam

47 Nicholaus Brend de West Moulsey in Comitatu Surrie armiger per Indenturam suam tripartitam gerentem datum vicesimo

48 primo die ffebruarij anno regni Domine Elizabethe nuper Regine Anglie quadragesimo primo pro

49 Consideracionibus in eadem Indentura tripartita mencionatis & expressatis dimisisset Concessisset & ad firmam

50 tradidisset quibusdam Cuthberto Burbadge & Richardo Burbadge de Londonia generosis prefato Willelmo Shakespeare

51 & Augustino Phillipps & Thome Pope de Londonia generosis defunctis predicto Iohanni Hemynges & Willelmo Kempe nuper

52 de Londonia generoso defuncto totam illam parcellam fundi nuper preantea inclusam & factam in quatuor separalia gardina

53 nuper in tenuris & ocupacionibus Thome Burt & Isbrand Morris diers & Lactantij Roper salter Civis

54 Londonie Continentem in longitudine ab oriente vsque Occidentem ducentos & viginti pedes assise vel eo

55 Circiter iacentem & adiungentem vie sive venelle ibidem ex vno latere & abbuttantem super peciam terre vocatam

56 the Parke super boream & super gardinum tunc vel nuper in tenuta siue occupacione Cuiusdam Iohannis

57 Cornishe versus occidentem & super aliud gardinum tunc vel nuper in tenuta sive occupacione Cuiusdam Iohannis

58 Knowles versus orientem Cum omnibus domibus edificijs structuris vijs easiamenis Commoditatibus & pertinentijs

59 adinde spectantibus vel aliquo modo pertinentibus que dicta premissa sunt scituata iacentia & existentia infra

60 parochiam sancti Salvatoris in Southwarke in Comitatu Surrie aceciam totam illam parcellam terre nuper preantea

61 inclusam & factam in tria separalia gardina vnde duo eorundem nuper in tenuta sive occupacione Cuiusdam

62 Iohannis Robertes Carpenter ac aliud nuper in occupacione Cuiusdam Thome Ditcher Civis & mercatoris scissoris

plus inde in dorso sequitur

Dorso(?) [] []

1 Londonie scituatam iacentem & existentem in parochia predicta in predicto Comitatu Surrie Continentem in longitudine ab oriente ad occidentem

2 per estimacionem Centum quinquaginta & sex pedes assise vel eo Circiter & in latitudine a borea ad austrum

3 Centum pedes assise per estimacionem vel eo Circiter iacentem & adiungentem super alio latere vie sive venelle predictae

4 & abbutantem super gardinum ibidem tunc vel nuper preantea in occupacione Willelmi Sellers versus orientem & super

5 vnum aliud gardinum ibidem tunc vel nuper preantea in tenura Iohannis Burgram sadler versus occidentem & super

6 venellam ibidem vocatam Mayden lane versus austrum Cum omnibus domibus edificijs structuris vijs easiamenis

7 Commoditatibus & pertinentijs vltimus [sic?] recitatis premissis seu alicui parti vel parcellae inde spectantibus seu aliquo

8 modo pertinentibus simulcum libero ingressu egressu & regressu & passagio ad & pro prefatis Cuthberto Burbadge &

9 Richardo Burbadge & prefatis Willelmo Shakespeare Augustine Phillipps Thoma Pope Iohanne Hemynges &

10 Willelmo Kempe executoribus administratoribus & assignatis suis & omnibus & quibuslibet alia persone & personis

11 habentibus occasionem ad veniendum ad eos per & trans predictam viam sive venellam iacentem & existentem inter

12 premissa predicta dimitti mencionanda vt supradictum est ad & a predictis premissis dimitti mencionandis vt predicatur ac ad

13 omnia tempus & tempora durante dicto termino subscripto habendum & tendendum vnam medietatem sive dimidiam

14 partem dictorum separalium gardinorum anglice garden plottes ac omnia & singula alia premencionata & dimissa premissa

15 Cum omnibus & singulis pertinentijs prefatis Cuthberto Burbadge & Richardo Burbadge executoribus administratoribus &

16 assignatis suis a festo Natalis domini vltimo preterito antedatum dicte Indenture vsque plenum finem & terminum triginta

17 vnus annorum extunc proxime sequentium & plenarie Complendorum & finiendorum pro annuali redditu septem librarum &

18 quinque solidorum ac habendum & tenendum predictam aliam medietatem sive dimidiam partem predictorum separalium gardinorum anglice

19 garden plotes ac omnia & singula alia premissa dimitti mencionanda vt supradictum est Cum omnibus & singulis suis

20 pertinentijs prefatis Willelmo Shakespeare Augustino Phillipps Thome Pope Iohanni Hemynges & Willelmo Kempe

21 executoribus administratoribus & assignatis suis a festo Natalis domini vltimo preterito ante datum dicte

22 Indenture vsque plenum finem & terminum triginta vnus annorum extunc proxime sequentium & plenarie Complendorum & finiendorum

23 pro annuali reddito septem librarum & quinque solidorum qui quidem separales redditus solubiles extiterunt super

24 quatuor festa sive terminos in anno videlicet ad festum Annunciacionis beate Marie virginis Natiuitatis sancti

25 Iohannis Baptiste sancti Michaelis Archangeli & Natalis domini vel infra sexdecim dies proxime post quodlibet festum festorum

26 predictorum per equales porciones prout per predictam recitatam Indenturam inter alia plenius liquet & apparet De quibus

27 quidem premissis vel desuper aliqua parcella inde anglice upon somme parte therof quedam domus lusoria

28 apta pro ostencione & actione Comediarum & tragediarum existebat quorum quidem domus lusorie gardinorum

29 anglice garden plottes & premissorum vnam medietatem sive dimidiam partem in sex equales partes & porciones

30 dividendam predicti Basilius Nicoll Willelmus Shakespeare Iohannes Witter Iohannes Hemynges Henricus Condell

31 Iohannes Edmondes & Maria vxor eius tempore Confeccionis predicte Indenture prefato Willelmo Osteler facte habuerunt &

32 gavisi fuerunt videlicet predicti Basilius Nicoll Iohannes Edmondes & Maria vxor eius habuerunt vnam equalem

33 sextam partem inde predictus Willelmus Shakespeare habuit vnam aliam equalem sextam partem inde predictus Iohannes Witter

34 habuit vnam aliam equalem sextam partem inde & predicti Iohannes Hemynges & Henricus Condell habuerunt tres

35 equales sextas partes inde prout per separales Conveiancias inde factas plenius apparet predicti Basilius

36 Nicoll Willelmus Shakespeare Iohannes Witter Iohannes Hemynges Henricus Condell Iohannes Edmondes & Maria vxor

37 eius pro & in Consideracione Cuiusdam Competentis pecunie summe eisdem Basilio Willelmo Iohanni Iohanni Henrico Iohanni &

38 Marie per predictum Willelmum Osteler ante sigillacionem dicte Indenture pre manibus solute vnde ijdem Basilius Willelmus Iohannes

39 Iohannes Henricus Iohannes & Maria Cognoverunt recepcionem apud Londoniam predictam in predicta parochia beate Marie de Arcubus in

40 Warda de Cheape Londonia predicta dimiserunt barganizauerunt vendiderunt assignaverunt & transposuerunt prefato Willelmo Osteler vnam equalem

41 septimam partem & porcionem predictae medietatis & dimidie partis & porcionis predictorum gardinorum anglice garden plottes domus

42 lusorie & premissorum in & per predictam recitatam Indenturam dimissionis dimisse (eadem medietate & dimidia parte predictorum gardinorum

43 anglice garden plottes domus lusorie & premissorum in septem partes & porciones dividenda) habendum & tenendum predictam

44 septimam partem & porcionem predictae medietatis sive dimidie partis predictorum gardinorum anglice garden plottes domus

45 lusorie & premissorum per predictam Indenturam prefato Willelmo Osteler Concedi barganizari vendi assignari & transponi

46 mencionatam prefato Willelmo Osteler executoribus administratoribus & assignatis suis a tempore Confeccionis Indenture

47 illius pro & durante residuo adtunc venturo predicti termini triginta vnus annorum per predictam Indenturam dimissionis

48 Concessi in tam amplis modo & forma quam predicti Basilius Nicoll Willelmus Shakespeare Iohannes Witter Iohannes

49 Hemynges Henricus Condell Iohannes Edmondes & Maria vxor eius seu eorum aliquis premissa predicta habuerunt seu gavisi

50 fuerunt virtute quarum quidem separalium dimissionum idem Willelmus Osteler fuit tam de predicta septima parte tocius predicte

51 domus lusorie & Ceterorum premissorum predictorum scituatorum in precinctu de le Blackfryers Londonia in predicta prima Indentura

52 dimissionis superius specificatorum quam de predicta alia septima parte & porcione medietatis predictorum gardinorum anglice garden

53 plottes domus lusorie & Ceterorum premissorum predictorum in predicta secunda Indentura dimissionis superius similiter specificatorum

54 scituatorum in predicta parochia sancti Salvatoris in Southwarke in predicto Comitatu Surrie possessionatus Et sic inde

55 possessionatus existens idem Willelmus Osteler postea scilicet decimo sexto die Decembris anno regni domini

56 Iacobi nunc Regis Anglie duodecimo apud Londoniam predictam videlicet in predicta parochia beate Marie de Arcubus

57 in Warda de Cheape Londonia abintestatus obiit post Cuius mortem administracio omnium & singulorum bonorum

58 Catallorum Iurium & Creditorum que fuerunt predicti Willelmi Osteler tempore mortis sue per reuerendum in xpo patrem

59 Dominum Dominum Georgium permissione divina Cantuariensis Archiepiscopum tocius Anglie Primatum & Metropolitanum

60 prefate Thomasine vicesimo secundo die Decembris anno Domini Millesimo sexcentesimo decimo quarto apud

61 predictam in predicta parochia beate Marie de Arcubus in Warda de Cheape Londonia predicta Commissa fuit Cuius pretextu tam

62 predicta septima pars tocius predicte domus lusorie & Ceterorum premissorum predictorum scituatorum in precinctu de le

63 Blackfryers Londonia predicta quam predicta alia septima pars & porcio predicte medietatis vel dimidie partis gardinorum

64 anglice garden plottes predictorum domus lusorie & Ceterorum premissoum predictorum scituatorum in predicta parochia sancti

plus inde in recto sequitur(?)

1 Salvatoris in Southwarke in predicto Comitatu Surrie in predictis separalibus Indenturis dimissionis predictis prefato Willelmo

2 Osteler vt prefertur Concessis specificatorum & totum proficuum inde surgentia & provenientia ad ipsam Thomasinam virtute

3 administracionis predicte de iure spectabant & pertinebant que quidem separales Indenture dimissionis tam de

4 predicta septima parte tocius predicte domus lusorie & Ceterorum premissorum predictorum scituatorum in precinctu de le Blackfryers

5 Londonia predicta quam de predicta septima parte & porcione predicte medietatis predictorum gardinorum anglice garden plottes

6 domus lusorie & Ceterorum premissorum predictorum scituatorum in predicta parochia sancti Salvatoris in Southwarke in predicto

7 Comitatu Surrie post mortem predicti Willelmi Osteler scilicet predicto vicesimo secundo die Decembris anno regni dicti domini

8 Regis nunc Anglie duodecimo supradicto apud Londoniam predictam in predicta parochia beate Marie de Arcubus in Warda de Cheape

9 Londonia predicta ad manus & possessionem predicti Iohannis Hemynges modo defendentis devenerunt & adtunc in manibus eiusdem

10 Iohannis Hemynges remanserunt & Continuaverunt & adhuc remanent & existunt Idemque Iohannes Hemynges lucra

11 proficua & Commoditates tam de & pro predicta septima parte toicus predicte domus lusorie & Ceterorum premissorum predictorum

12 scituatorum in predicta precinctu de le Blackfryers Londonia predicta quam de predicta septima parte & porcione medietatis predictorum gardinorum

13 anglice garden plottes domus lusorie & Ceterorum premissorum predictorum scituatorum in predicta parochia sancti Salvatoris in

14 Southwarke in predicto Comitatu Surrie in predictis Indenturis dimissionis vt prefertur specificatorum indies Crescentia & provenientia & prefate

15 Thomasine post mortem predicti Willelmi Osteler vt prefertur spectantia & pertinentia existentia totum statum que ipsa eadem

16 Thomasina habuit sibi per mortem predicti Willelmi Osteler viri sui relictum tam pro relevamine & manutencione suis quam ad

17 persolvenda debita ipsius Willelmi Osteler attingentia ad permagnum valorem a tempore mortis ipsius Willelmi Osteler

18 hucusque Colore Cuiusdam pretense Concessionis & assignacionis (eidem Thomasine totaliter ignote) sibi prefato

19 Iohanni Hemynges per predictum Willelmum Osteler de fiducia anglice of trust facte vt idem Iohannes Hemynges prefate

20 Thomasine asseruit & affirmavit recepit & habuit & illa in vsum suum proprium Conuertit absque aliquo Compoto

21 inde eidem Thomasine pro eisdem dando & Indenturas dimissionis illas a prefata Thomasina detinuit & adhuc

22 detinet & ad illas prefatam Thomasinam reddendas & deliberandas omnino recusavit licet idem Iohannes ad illud faciendum per predictam

23 Thomasinam tam post mortem predicti Willelmi Osteler quam post administracionem predictam sibi prefate Thomasine vt prefertur

24 Commissam sepissime requisitus fuisset Super quo pro recuperacione predictarum separalium Indenturarum dimissionis & proficuum tam de & pro

25 predicta septima parte tocius predicte domus lusorie & Ceterorum premissorum predictorum scituatorum in predicta precinctu de le Blackfryers

26 Londonia predicta quam de predicta septima parte & porcione predicte medietatis predictorum gardinorum anglice garden plottes domus lusorie &

27 Ceterorum premissorum predictorum scituatorum in predicta parochia sancti Salvatoris in Southwarke in predicto Comitatu Surrie in predictis

28 separalibus Indenturis dimissionis vt prefertur specificatorum aceciam pro relevio ipsius Thomasine in ea parte eadem

29 Thomasina postea scilicet vicesimo die Septembris anno regni domini Iacobi nunc Regis Anglie terciodecimo apud

30 Londoniam predictam in predicta parochia beate Marie de Arcubus in Warda de Cheape Londonia predicta per Consilium suum in lege eruditem

31 tractasset & devisasset quendam billam anglicanam Concernentem premissa predicta in predictis separalibus Indenturis dimissionis

32 superius specificatis prefato Willelmo Osteler in vita sua vt prefertur dimissa versus prefatum Iohannem Hemynges & billam

33 anglicanam illam adtunc ibidem paratam habuit in Curia Cancellaria dicti domini Regis apud Westmonasterium in Comitatu Middlesexie versus

34 prefatum Iohannem imponendam & superinde eadem Thomasina adtunc & ibidem quoddam breve ipsius domini Regis de

35 suppena extra eandem Curiam Cancellarie predictam retornabile coram ipso Rege in Cancellaria sua predicta a die

36 sancti Michaelis in xvim dies tunc proxime sequentes versus prefatum Iohannem Hemynges prosequutum fuit ea intencione quod eadem

37 Thomasina predictas separales Indenturas dimissionis premissorum predictorum extra Custodiam prefati Iohannis Hemynges recupere potuisset

38 ac de proficuo inde tam per ipsum Iohannem preantea recepto quam imposterum recipiendo responderetur & in equitate pro eisdem

39 relevaretur predictusque Iohannes Hemynges percipiens quod predicta Thomasina adtunc propositum habuit & intendebat sectam predictam

40 versus prefatum Iohannem in predicta Curia Cancellaria dicti domini Regis de & super predicta anglicana billa ac pro premissis predictis prefato

41 Willelmo Osteler vt prefertur dimissis prosequi & ipsum Iohannem Cum predicto brevi de suppena sic vt prefertur extra eandem Curiam

42 Cancellarie dicti domini Regis predicti obtento deservire Idem Iohannes Hemynges in Consideracione quod predicta Thomasina

43 ad instanciam & specialem requisicionem predicti Iohannis Hemynges deffere vellet sectam anglice woulde staye

44 her suyte & impositionem bille Anglicane predictae que ipsa Thomasina tractasset & que ipsa adtunc paratam habuisset

45 versus eundem Iohannem de & super premissis predictis in Curia Cancellarie predicta imponendam & adtunc abstinere vellet ad

46 deservendum eundem Iohannem Cum predicto brevi de suppena que ipsa adtunc habuisset & obtinuisset versus predictum Iohannem

47 Hemynges extra Curiam Cancellarie predictam anglice woulde forbear the servinge of the suppena vppon the

48 sayd John & vltorius si eadem Thomasina accedere vellet ad ipsum Iohannem existentem patrem ipsius Thomasine

49 ad faciendum obedienciam suam anglice to doe her dutie prefato Iohanni & Cuidam Rebecce Hemynges existenti

50 matri eiusdem Thomasine Idem Iohannes postea scilicet vicesimo sexto die Septembris anno regni dicti domini Iacobi

51 nunc Regis Anglie terciodecimo supradicto apud Londoniam predictam in predicta parochia beate Marie de Arcubus in Warda de Cheape

52 Londonia predicta super se assumpsit eidemque Thomasine adtunc & ibidem fideliter promisit quod ipse idem Iohannes verum valorem

53 pro omnibus & singulis premissis predictis in predictis separalibus Indenturis dimissionis prefato Wilelmo Osteler prout prefertur dimissis prefate

54 Thomasine bene & fideliter satisfacere & Contentere vellet Et eadem Thomasina in facto dicit quod ipsa eadem

55 Thomasina promissioni & assumpcioni predicti Iohannis fidem adhibens postea scilicet a tempore assumpcionis predictae hucusque

56 scilicet vsque nonum diem Octobris anno terciodecimo supradicto differebat sectam anglice did stave her suite &

57 impositionem bille anglicane predictae que ipsa eadem Thomasina tractasset & que ipsa adtunc paratam habuisset versus

58 eundem Iohannem de & super premissis predictis in Curia Cancellarie predicta imponendam & adtunc & ad omnia tempora imposterum

59 hucusque abstinuit ad deservendum eundem Iohannem Cum predicto brevi de suppena vel Cum aliquo alio brevi de suppena

60 anglice did forbear the servinge of the same suppena or any other suppena vppon the sayde John ac

61 vltorius quod predicta Thomasina postea scilicet predicto vicesimo sexto die Septembris anno terciodecimo supradicto

62 ad ipsum Iohannem existentem patrem suum accessit vsque domum mancionalem predicti Iohannis Hemynges scituatam in parochia

63 sancte Marie Aldermanbury Londonia predicta ad faciendum obedienciam suam anglice to doe her dutie prefato

64 Iohanni & Rebecce vxori eius parentibus eiusdem Thomasine & adtunc & ibidem flexis genibus & vndis ab

65 oculis suis distillantibus eidem Iohanni & prefate Rebecce parentibus eiusdem Thomasine prestitit & agnovit

66 obedienciam suam anglice did her dutie omni reuerencia & humilitate & se prefato Iohanni & Rebecce

plus inde in dorso sequitur

1 adtunc & ibidem submisit quas idem Iohannes de prefata Thomasina adtunc & ibidem acceptauit Et eadem

2 Thomasina vltorius in facto dicit quod verus valor predictae septime partis tocius predictae domus lusorie & Ceterorum premissorum

3 scituatorum in predicta precinctu de le Blackfryers Londonia predicta a tempore mortis predicti Willelmi Osteler hucusque & pro residuo

4 termini annorum in predicta Indentura dimissionis inde prefato Willelmo Osteler vt preferatur facta attingit ad trescentas libras

5 legalis monete Anglie ac quod verus valor predictae septime partis medietatis predictorum gardinorum domus lusorie & Ceterorum

6 premissorum predictorum scituatorum in predicta parochia sancti Salvatoris in Southwarke in predicto Comitatu Surrie a tempore

7 mortis predicti Willelmi Osteler hucusque & pro residuo termini annorum in predicta Indentura dimissionis inde eidem Willelmo

8 Osteler vt preferatur facta attingit ad trescentas libras legalis monete Anglie predictus tamen Iohannes promissionem &

9 assumptionem suas predictas minime Curans Sed machinans & fraudulenter intendens eandem Thomasinam in

10 hac parte Callide & subdole decipere & defraudare predictas sexcentas libras pro vero valore earundem duarum

11 septem parcium domorum lusoriarum predictarum prefate Thomasine nondum soluit nec aliquilibet pro eisdem

12 Contentavit licet ad hoc per predictam Thomasinam postea scilicet quinto die Octobris anno regni

13 dicti domini Regis nunc Anglie terciodecimo supradicto apud Londoniam predictam in parochia & Warda predictis

14 sepius requisitus fuit per quod eadem Thomasina totum lucrum Commoditatum & proficuum que ipsa Cum

15 predictis sexcentis libris emendo vendendo liciteque barganizando habere & lucrare potuisset si predictus

16 Iohannes promissionem & assumptionem suas predictas in forma predicta performasset totaliter perdidit & amisit

17 vnde dicit quod deteriorata est Et dampnum habet ad valenciam sexcentarum librarum Et inde producit

18 sectam &c Et profert hic in Curia eadem Thomasina litteras administratorias predictas que Commissionem

19 administracionis predicte in forma predicta testantur &c

20 Et modo adhuc diem scilicet diem martis proxime post Octabis sancti Hillarij isto eodem Termino vsque quem

21 diem predictus Iohannes Hemynges habuit licenciam ad billam predictam interloquendam & tunc ad respondendam &c

22 Coram domino Rege apud Westmonasterium venit tam predicta Thomasina Osteler per Attornatum suum predictum quam predictus

23 Iohannes Hemynges per Edmundum Pye Attornatum suum Et idem Iohannes defendit vim & iniuriam quando &c Et dicit quod ipse

24 non assumpsit super se modo & forma prout predicta Thomasina superius versus eum queritur Et de hoc

25 ponit se super patriam Et predicta Thomasina similiter &c Ideo veniat inde Iurata coram domino Rege apud Westmonasterium

26 die Iovis proxime post Crastinum Purificacionis beate Marie Et qui nec &c Ad recognoscendum &c Quia tam &c

27 Idem dies datus est partibus predictis ibidem &c