// Transcription made 8/29-8/31 2022 by Michele D. Pflug

// Used conventions of paleographic transcription via Heather Wolfe, Folger Shakespeare Library: https://folgerpedia.folger.edu/mediawiki/media/images\_pedia\_folgerpedia\_mw/2/21/Alphabet\_Abbreviations.pdf

//-RE graphs silently lowered and "e" italicized

//IMG numbers recorded in brackets

// Highlights indicate that photographs were taken for future reference, illustration, or disambiguation

[Fol. 1; IMG\_5093 and 5095]

This Indenturr made the fifteenth day of May in the Fifth Yeare of the Reigne of our Soveraigne Lord &

Lady William and Mary by the Grace of God of England Scotland France and Ireland King and Queene Defenders of the Faith Anno Dom*ini*

1693 Between Andrew Card of Grays Inne in the County of Middlesex Gentleman of the One parte and Thomas Goodall of Bernards Inne

London Gentleman of the Other parte whereas S*i*r William Davenant knight deceased by his Indenture bearing Date on or about the Sixteenth

Day of September in the Thirteenth Yeare of the reigne of his late Majestie King Charles the Second for the Considerations therein menc*i*oned Did

grant and convey onto William Asburnham Esquire deceased his Executers and Assignes for the Terme of One thousand Yeares from the date

thereof one whole share of Tenne Shares of fifteene of the generall Receipts of his then Highnesse the Duke of Yorkes Theatre and of the cleer proffits

of acting by the Company commonly called his Highnesse the Duke of Yorkes Company of players constituted and established by vertue of certain

Letters pattents therein menc*i*oned And whereas the said William Ashburnham did afterwards make his last Will and Testament in writeing

bearing Date on or about the Eleventh day of Iuly in the Twenty ninth Yeare of the Raigne of his late Majestie King Charles the Second and thereby or by some

Codicill thereunto annexed did give once bequeath to his Nephew Denny Ashburnham and to Thomas Davenant Esquire Ashburnham Frond and to

Ashburnham Toll the Sonne of Charles Toll All his share and proporc*i*on of and in the Rent of his then Highnesse the Duke of Yorks Theatre and likewise

of and in the proffitts of acting and the Generall Receipts of the said Theatre and all his Estate and Interest therein from and after three Yeares to be computed from

the time of his Death and of his said Will did constitute Richard Bayly Esquire Iohn Lawrence and Charles Toll his Executors and soone after dyed After whose

death the said Executors did prove the said Will in the prerogative Court of Canterbury and took upon them the Execuc*i*on thereof and assented to the said Legacye

by reason whereof and of the said Will he the said Thomas Davenant became Intituled to one fourth part of one whole share of Tenne in fifteene of the generall

Receipts of acting as aforesaid And whereas by Indenture bearing date on or about the first day of September One thousand Six hundred and Eighty four made

betweene the said Thomas Davenant of the One parte and the said Andrew Card of the Other parte The said Thomas Davenant for the Considerations therein

expressed Did grant bargaine sell and Assigne unto the said Andrew Card All his the said Thomas Davenants parte of one share of Tenne in fifteene of the generall

Receipts of the proffitts of Acting as aforesaid And his whole benefitt of the said fourth share and all his Estate and Interest of in and to the same To hold to the said

Andrew Card his Executors and Assignes from thenceforth for all the Residue of the said One Thousand Yeares then unexpired And all such other Terme and Interest

as the said Thomas Davenant has therein Now this Indenture wittnesseth That the said Andrew Card for and in considerac*i*on of the Summe of

Two hundred and thirty five pounds of lawfull money of England to him in hand paid by the said Thomas Goodall att and before the Ensealing and Delivery

hereof The receipt whereof the said Andrew Card doth hereby acknowledge Hath bargained sold and assigned And by these pr*e*sents doth bargaine sell and

assigne unto the said Thomas Goodall his Executors and Administrators all his the said Andrew Cards fourth parte of one intire share of tenne shares in

fifteene of the generall Receipts of the proffitts of acting in the Theatre or Theatres aforesaid or elsewhere soe come to him the said Andrew Card as afore is menc*i*oned

and the whole proceed and Benefitt of the said fourth parte of the said one intire share And all the Estate right Title Interest possession benefitt use Trust Claime and

Demand whatsoever of him the said Andrew Card of in or to the same pr*e*misses hereby assigned and every parte thereof To have and To hold The said fourth

parte of one intire share of the generall Receipts and proffitts of the said Theatre or Theatres and other pr*e*misses with the Appurtenances unto the said

Thomas Goodall his Executors Administratours and Assignes from the day next before the Date hereof for and dureing all the Rest and Residue of the said Terme

of One thousand yeares before menc*i*oned yet to come and unexpired and all such other Terme and Termes of Yeares and Interest as the said Andrew Card

hath therein And the said Andrew Card for himselfe his heires Executors and Administrators doth Covenant and grant to and with the said Thomas

Goodall his Executors and Assignes in manner and forme following (That is to say) that hee the said Andrew Card hath not done committed or willingly

suffered or caused or procured to be doth committed or willingly suffered any Act matter or thing whatsoever whereby the said pr*e*misses hereby bargained

Sold and assigned are or may be charged released forfeited Surrendred or Incumbred in in any manner whatsoever And that the said Andrew Card now att the

time of the sealing and delivery of the xxxxses[[1]](#footnote-1) is for and notwithstanding any Act of Thing committed or done by him to the Contrary hath in himselfe gave right

true Title and lawfull and absolute Authority to grant and convey the said fourth part of the said share and pr*e*misses before menc*i*oned unto the said Thomas

Goodall his Executors and Assignes for all the said Residue of the said Terme of One thousand Yeares in manner aforesaid according to the true meaning of these

pr*e*sents And that the said Thomas Goodall his Executors and assignes shall and may from time to time and att all times hereafter receive and take the said

fourth parte of one intire share of the said generall Receipts and proffitts att the Theatre aforesaid or elsewhere And all the benefitts and priviledges thereof

from the Date of these pr*e*sents without any lett trouble deny all Eviction or Interruption whatsoever by or from the said Andrew Card or any other person or

persons claimeing or to claime by from or under him And Further That the said Andrew Card his Executors and Administrators and all and every other

person and persons haveing or lawfully claimeing any Estate or Interest of in or to the said fourth parte of one intire share hereby intended to be granted and assigned

or any parte thereof by from or vnder him or them shall and will from time to time and att all times hereafter vpon every reasonable request and att the Costs

Charges in the Law of the said Thomas Goodall his Executors or Assignes make doe and Execute or procure to be made done and executed all and every other such

lawfull and reasonable Acts and Things in the Law whatsoever for the further and better Assigneing and Assureing the said fourth parte of the said one intire

share and premisses before menc*i*oned vnto the said Thomas Goodall his Executors and assignes for all the residue of the said Terme of One thousand yeares

before menc*i*oned as by the said Thomas Goodall his Executors or Assignes or his or their Councell learned in the Lawes shall be reasonably Devised Advised or

required In wittnesse whereof the parties first above named have to these pr*e*sent Indentures interchangeably sett their hands and Seales the Day

yeare first above written.

And*re*w Card

[Verso] [IMG\_5097]

Sealed & delivered

in the pr*e*sence of

Alex: Davenant

J. Smith

W*illia*m Randall

Sam*ue*l Miller

the within named Andrew Card do thereby acknowledge

to haue had and receiued of and from the w*i*thin named

Thomas Goodall the full Summe of two hundred and thirty

fiue pounds of good English money being the Considerac*i*on

money menc*i*oned to be paid to me in the w*i*thin written

Indenture In wittnesse whereof I haue hereunto sett my

hand the day and yeare first w*i*thin written.

And*re*w Card

wittnesses

Alex Davenant

J Smith

W*illia*m Randall

Sam*ue*l Miller

Mr Cards Conveyance of

4th of one Share of tenne in

fifteene of the Proffitts of the

Theatres to Mr. Goodall.

15th of May 1693

[Different handwriting] May the 15th

1693

[Fol. 2 IMG\_5099. Document folded in 4 columns]

[column 1]

in this paper

The named xxx

Second and Mr

Ashburnhams

codicell of his

will also

[column 2]

These papers belong to Mr. Young &

Mrs. Goodall

A particular of Affairs relating to

the play House taken by Mr. Thomas

Goodall

May 15th: 1693

Mr. Tho*mas* Goodall purchased of

Mr. Wiseman half a Share in

the Royall Theatre he paid

for this half share 470

}470[[2]](#footnote-2)

Also at the same time Mr. Goodall

purchased of Mr. Card One Quarter

of a Share for which he paid

him CCxxxv

}235

\_\_\_\_\_\_\_\_\_\_\_

The Whole Purchase was - 705-

Mr. Yonges note to pay the areres

to me

among these papers is a

Horsleys reseipt of 15 ll which

hee receive of ^me in my trustee name

for my part that was

raised to goe on with the

Sute aganst the patentees

[column 4]

79

84

[fol. 3 recto IMG\_5103]

An Account of Monies

received by Mr Goodall

from the Playhouse

ll s d

35-i-3

[fol. 3 verso IMG\_5102]

in *th*e Playhouse att 100 dividend

1693: Received One Dividend for half a ioth & a quarter of a ioth\_\_\_\_6-7-6

}1694[[3]](#footnote-3)

Received one dividend w*hi*ch came too att ^ioo ll dividend\_\_\_\_6-7-6

Received one dividend w*hi*ch came too att ^ioo ll dividend\_\_\_\_6-7-6

Received one dividend w*hi*ch came too att ^50 ll dividend\_\_\_\_3-3-9

Received one dividend w*hi*ch came too att ^ioo ll dividend\_\_\_\_6-7-6

Received one dividend w*hi*ch came too att ^50 ll dividend\_\_\_\_3-3-9

Received one dividend w*hi*ch came too att ^50 ll dividend\_\_\_\_3-3-9

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sum: in all 35-1-3

Mr Goodall received No More

Money from the Playhouse

for his 3 Quarters of a share

then what is sett down in this

Paper; As may appear by the

Treasures Book

Tho*mas* Goodall

[fol. 4 recto IMG\_5105]

[folded accordion style, 4 columns]

[column 3]

the Severall dividents

that Mr goodall received

[column 4]

Mr Goodalls Affidavit about

his three quarters of a Share

in the Playhouse

Mr Goodall paid for the three

Quarters Share - 705:

And hath received in proffitt &

Money No More than -35^ll:is-3d

\_\_\_\_\_\_\_\_\_\_\_\_

This Affidavit was Made before

S*i*r Miles Cooke One of the

Masters in Chancery:

In a Cause depending

in that Court Inter Shipwith Bard

Et

Betterton & al

[fol. 4 verso IMG\_5106]

Thomas Shipwith Bard & al con*ra* Thomam Betterton & al

Thomas Goodall of Benards Inne London Gentl*eman* maketh oath that on or about the

15th of May Anno dim i693 he did purchase of Mr Joshua Wiseman

One halfe of an Adventures Share of the proffitts of acting Playes &

under a Pattent heeretofore granted to Sir Will*ia*m davenant for which

purchase this deponent bona fide paid the said Mr Wiseman Four hundred

& seaventy pounds, And this deponent at the Same tyme purchased of Mr

Andrew Card of Greyes Inn One Quarter of a Share of the like proffitts

for which Purchase he this deponent bona fide paid the said Mr Card

Twoe hundred thirty & Five pounds in all amounting to 705 ll: That from

the tyme of the said Purchases to the twoe & twentieth days of December

one thousand Six hundred ninety & Four the proffitts of Such halfe

Share & Quarter of a Share amounted to thirty Five pounds one

Shilling & three pence as by the Bookes of Account of the Theaters

to which this Deponent referreth may appeare which Said Thirty

Five pounds one Shilling & three pence this Deponent hath received

and noe More and that Since the Said twoe & twentieth day of

December i694 there hath not been any Dividend of proffitts that

this Deponent cann finde by the Bookes of Account:

Tho*mas* Goodall

Jurat 21o: did December 1695

xxxx xxxCooke

[fol. 5 recto IMG\_5109, IMG\_5110, IMG\_5112]

Thik Indenturr Tripartite made the Twentieth day of December in the twelveth yeare

of the Reigne of our Soveraigne Lord William the third by the grace of God of England Scotland France and Ireland King Defender

of the Faith anno Domini 1700 Betweene William Yonge of the parish of St. Andrew Holborne in the County of Middlesex

Esquire of the first part Susanna the wife of Thomas Goodall of Barnards Inne London Gen*tleman* of the second part and Thomas Savery of

London Gen*tleman* and William Shiers of Lincolnes Inne in the County of Middlesex Gen*tleman* of the third part

Whereas the said William Yonge is and standeth lawfully seised or possessed in his owne right of and in one halfe part of halfe share of

the generall Receipts and proffitts of acting in the Theatre now or late called the Queenes Theatre and formerly his Royall Highnesse Theatre

with the appurtanances scituate and being in or nere Dorsett Garden or elsewhere by vertue of certaine Letters Patents heretofore granted to S*i*r

William Davenant Knight deceased which said halfe part or share was sometime since purchased by the said Thomas Goodall of one Joshua Wiseman Gen*tleman* and is now by

measne[[4]](#footnote-4) assignements or Conveyances thereof well executed or otherwise lawfully come unto and vested in the said William Yonge And the said William Yonge xx standeth

likewise lawfully seised or possessed in his owne right of and in one fourth ^part of one intire share of tenn in fifteene of the generall Receipts of the proffitts of acting in the

Theatre or Theatres aforesaid and the whole proceed and benefitt of the same Fourth part which said Fourth parte was sometime since purchased by the said Thomas

Goodall of Andrew Card Gen*tleman* and the same is now alsoe by measne assignements or Conveyances thereof well executed or otherwise lawfully come unto and vested in the

said William Yonge Now this Indenture Wittnesseth that in considerac*i*on that the said Susanna the wife of the said Thomas Goodall hath Delivered

up to bee Cancelled unto the said William Yonge a certain Bond or Obligac*i*on whereby the said William Yonge was obliged to pay her the summe of sixty pounds

per annum for her seperate benefitt dureing the terme of her life And the said William Yonge being minded to settle and dispose the said parts and shares before and

herein after menc*i*oned for the Trusts and purposes herein after Expressed and for and in considerac*i*on of the summe of Tenn shillings of good English money to the said

William Yonge in hand paid by the said Thomas Savery and William Shiers att and before the ensealeing and delivery of these presents the Receipt whereof is hereby

acknowledged and for other good causes and considerac*i*ons the said William Yonge thereunto moveing Hee the said William Yonge Hath Given Granted Bargained sold and

assigned and by these presents Doth (at and by the nominac*i*on and appointment of the said Susanna the wife of the said Thomas Goodall) Give Grant bargaine sell and assigne

unto the said Thomas Savery and William Shiers Affiliat his the said William Yonges halfe part of halfe share and alsoe his said Fourth part of one intire share of the

Generall Receipts and proffitts of Acting in the Theatre or Theatres aforesaid and the whole proceed benefitts advantage of *th*e same parts & shares allready grown One £[[5]](#footnote-5) to grow due with th appurt*ena*nces

and all other parts shares and interest of him the said William Yonge into or out of the Theatre or Theatres aforesaid and alsoe all the Estate Right Title interest possession benefitt

profitt property Trust claime and demand whatsoever both in Law and Equity of him the said William Yonge of in and to the said premisses To Have and to hold the said

halfe part or Share and alsoe the said Fourth part of One intire share of the Generall Receipts and profitts of the Theatre and Theatres aforesaid and all other the premisses

before menc*i*oned with the appurten*an*ces unto the said Thomas Savery and William Shiers their heires Executors Administrators and Assignes from thenceforth for and dureing all such

Estate terme and termes and interest as the said William Yonge hath therein in any manner howsoever in as large and ample manner to all intents and purposes as the said

William Yonge his heires Executors or Administrators might could or ought to have held or ingaged the same xx any manner howsoever Upon and under and for the Trusts herein after

menc*i*oned and Delivered (that is to say) Upon Trust that they the said Thomas Savery and William Shiers and the Survivour of them his heires Executors Administrators and

assignes Doe and shall permitt and suffer the benefitts proceed and proffitts of the said premisses hereby granted or assigned and every part thereof to bee received taken and disposed

and alsoe the same parts shares and premisses be at all times hereafter held and injoyed by such person and persons only and noe others and for such uses intents and purposes only

and noe others as the said xxxxx of the said Thomas Goodall xxxxxxxxxxxxxxxxxxxxxxx

and xxxxxxx by xxx or more credible[[6]](#footnote-6)

wittnesses or by her last will and Testament writeing soe Attested as well dureing her Coverture with the said Thomas Goodall her now husband and alsoe dureing her Coverture

w*i*th any other after taken husband alone and without the said Thomas Goodall her now husband and allow and without any such after taken husband as aforesaid and that

notwithstanding her Coverture with her now or any thereafter taken husband shall from time to time direct nominate and appoint the same being intended to bee in her

sole dispose and power and as a seperate position and maintaynance for her the said Susanna with which her now husband or any ^other after taken husband is or are noe

wayes to Intermeddle or have any controlling or disposeing power And that the owner shall not Carry any xxxxlyable to the Debts charges incumbrances or forfeitures of

the said Thomas Goodall her now husband or any other after taken husband and to or for noe other Trust intent or purpose whatsoever And the Said William Yonge

for himselfe his heires Executors and Administrators and for every of them doth Covenant promise and grant to and with the said Thomas Savery and William Shiers

and either of them their and either of their Executors Administrators and assignes by those presents That the said parts shares and premisses hereby assigned and

Granted shall and may be peaceably and quietly held and Injoyed and the benefitts and the benefitts and profitts thereof of Acting R*e*ceived and taken according to the Trusts thereof herein before

expressed and declared without the Lawfull lett molestac*i*on or hinderance of the said William Yong his heires Executors Administrators or Assignes or any other person or

persons lawfully claimeing or to claime by from or under him or them And Lastly xxx Declare and decreed by and between the said parties to these presents that

the said Thomas Savery and William Shiers their heires Executors or Administrators shall not bee chargeable with or accomptable for any the moneys or profitts

aforesaid butt such only as they either or any of them shall respectively actually receive and noe more nor with any other in or out with the Receipts of the other but either and every

of them with their owne Receipts only and no more And shall and maybee saved harmlesse and deduct to themselves all such Costs charges damages and Expennces as they either

or any of them shall bear sustaine or bee putt unto for or by reason or meanes of the said Trust herein before declared or the Execuc*i*on or management thereof or any waies touching

or concerning the same In Wittnesse whereof the parties first above named have xx these present Indentures sett their hands and

Sealed the day and yeare first above written.

Will*iam* Yonge

Susanna Goodall

Thomas Savery

Will*iam* Shiers

[folio 5 verso IMG\_5114]

Memorandum That this Indenture did appeare to be

stampt pursueant to the Acts of Parliam*en*t for that purpose

Elizabeth Patteson

Philip Taylor

John Morris

Charles Holt

Sealed and Deliuered

in the presence of

Elizabeth Patteson

Philip Taylor

John Morris

Charles Holt

[folio 6 recto IMG\_5116]

Thik Indenturr made the Fifteenth day of May In the Fifth Yeare of the Reigne of our Sovereigne Lord and Lady William

and Mary by the grace of God of England Scotland France and Ireland King and Queene Defenders of the Faith Anno Dom*ini* 1693.

Between Joshua Wiseman of London Gentleman of the One part And Thomas Goodall of Bernards Inn London Gentleman of the other

part Wittnesseth that for and in Considerac*i*on of the Summ of Foure hundred and Seaventy pounds of Lawfull English money to the said

Joshua Wiseman in hand paid by the said Thomas Goodall att and before the Ensealing and delivery of these presents The Receipt whereof the said Joshua

Wiseman doth hereby acknowledge and thereof doth acquitt and discharge the said Thomas Goodall his Executors and Administrators by these pr*e*sents

And for other good causes and considerac*i*ons the said Joshua Wiseman thereunto moveing Hee the said Joshua Wiseman hath granted bargained

Sold Assigned and Sett over And by these presents Doth Fully and absolutely ^grant bargaine Sell Assigne and Sett over unto the said Thomas Goodall All

that his the said Joshua Wisemans halfe parte or halfe share of the Generall Receipts and proffitts of Acting in the Theatre now called the Queenes

Theatre and formerly his Royal Highnesses Theatre with the appurtenances Sictuate and being in or neare Dorsett Garden in the Parish of

St. Bridgetts ats Brides London or elsewhere by virtue of a certaine Letters Pattents Granted to Sir William Davenant knight dec*eas*ed which said

halfe part or Share hereby intended to be Granted is the Moyety of One whole Share formerly Granted by the said Sir William Davenant to Richard

Bayly Esquire by his Indenture dated on or about the Thirteenth day of Iune in the yeare of our Lord God One thousand Six hundred Sixty and

two And which said halfe part or Share hereby intended to be granted hee the said Richard Bayly by his Indenture dated the Seaventeenth day

of September in the said yeare of our Lord God One thousand Six hundred Sixty two Did Grant bargaine Sell and Assigne unto John Roffry

Gentleman And the same halfe part or Share is now by Severall measne Grants and Assignements thereof well executed lawfully come unto and

vested in the said Joshua Wiseman And also all the Estate right title interest possession benefitt proffitt advantage Use Trust property claime and

demand whatsoever both in Law and Equity of the said Joshua Wiseman of in and to the said premisses To have and to hold.

the said One halfe part or halfe Share of the said Generall Receipts and the proceed and proffitt thereof and other the premisses hereby granted

and Assigned unto the said Thomas Goodall his heires Executors Administrators and Assignes from henceforth for evermore in as large

ample and beneficiall manner to all intents and purposes together with all liberties proffitts and priviledges inndent*ures* thereunto as he the said

Joshua Wiseman his heires Executors or Administrators might could or of right ought to have held and injoyed the same in any manner howsoever.

And the said Joshua Wiseman for himselfe his heires Executors and Administrators doth Covenant promise and Grant to and with the s*ai*d

Thomas Goodall his heires Executors Administrators and Assignes by these present That hee the said Joshua Wiseman hath not at any

time heretofore made any former bargaine Sale Gaist Grant Act or thing Surrender Assignement Charge or incumbrance whatsoever

whereby the said premisses or any act thereofe are xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxx[[7]](#footnote-7)

Any be charged or incumbred in title interest or Estate or otherwise howsoever And these said Thomas Goodall shall and may at all times

xxxter have hold Injoy and receive the said One halfe part or Share of the Generall Receipts of the said Theatre and all other the priveiledges

and premisses herein before granted or intended to be granted free and cleere of and from all formes grants charges Assignements Incumbrances

Faintes Iudgements Recognizances claimes and demands whatsoever ^comitted or donne by *th*e s*ai*d Joshua Wiseman And Further that hee the said Joshua Wiseman ^his heires Exec*uto*rs & Assignes shall and will

from time to time and at all times hereafter at the reasonable request costs and charges in the Law of the said Thomas Goodall his heires

Executors Administrators or Assignes make doe and execute or cause and promise to be made donne and executed all and every such further

and other Act and Acts thing and things devices and assureances in the Law whatsoever or the further and better assureing of the said

premisses unto the said Thomas Goodall his heires Executors Administrators and Assignes As by the said Thomas Goodall his Executors or

Assignes or by his or their Councell learned in the Law shall for that purpose be reasonably Devised advised and required In witnesse

whereof the parties First above named have to these pr*e*sent Indentures interchangeably sett their hands and Seales the day and yeare First

above Written.

Jos*e*p*h* Wiseman

[Fol. 6 verso IMG\_5119]

Sealed and Deliuered

in the pr*e*sence of

Alex*ander* Davenant

W*illia*m Randall

Sam*uel* Miller

And*re*w Card

J Smith

I the within named Joshua Wiseman doe hereby acknowledge to have had

and rec*eiv*ed of and from the within named Thomas Goodall the ^Just summe of

Four hundred and Seaventy pounds of good English money being the

Considerac*i*on money menc*i*oned to be paid to me in the within written

Indenture in wittnesse whereof I the said Joshua Wiseman have

hereunto sett my hand the day and yeare First within Written

Joseph Wiseman

Wittnesses

Alex*ander* Davenant

W*illia*m Randall

Sam*uel* Miller

And*re*w Card

J Smith

Capt*ai*n Wisemans Assignem*en*t of the

Halfe Share to Mr. Goodall.

15th May 1695

[Fol. 7 recto IMG\_5124]

This Indenturr Tripartite made the Eighteenth day of November in the Eigth yeare

of the Reigne of our Soveraigne Lord William the third by the grace of God of England Scotland France and Ireland

king defender of the Faith Anno Domini 1696 Betweene Susanna Goodall the wife of Thomas Goodall of

Bernards Inne London gentleman of the first part Andrew Card of Grayes Inne in the County of Middlesex Esquire

of the second part and William Yonge of the parish of Saint Andrews Holborn in the County of Middlesex Esquire

of the third part Whereas by Indenture beareing date on or about the Three and Twentieth day of May which was

in the yeare of our Lord God One Thousand six hundred Ninety and three made betweene the said Thomas Goodall and

Susanna his Wife of the one part and the said William Yonge and Andrew Card of the other part The said Thomas

Goodall for the consideracons therein menc*i*oned Did Grant Bargain sell and assigne unto the said William Yonge

and Andrew Card All that his the said Thomas Goodalls halfe part or halfe share of the Generall Receipts and proffitts

of Acting in the Theatre then called the Queens Theatre and then formerly his Royall Highnness Theatre with the appurtenances scituate and being

in or neare Dorsett Garden or elsewhere by vertue of certaine Letters Patents granted to S*i*r William Davenant Knight deceased which said halfe

part or Share the said Thomas Goodall lately purchased of Joshua Wiseman gentleman and is therein menc*i*oned to be by the said Joshua

Wiseman by Indenture bearing date the Fifteenth day of the said Month of May One Thousand six hundred Ninety and three Granted and

Conveyed unto the said Thomas Goodall and alsoe his the said Thomas Goodalls fourth part of one Entire share of Tenn in Fifteene of the generall

Receipts of the profitts of Acting in the Theatre or Theatres aforesaid and the whole proceed and benefitt of the same fourth part which said fourth part

the said Thomas Goodall lately purchased of the said Andrew Card and is therein menc*i*oned to be by the said Andrew Card by Indenture

beareing date the said Fifteenth day of the said Month of May One Thousand six hundred Ninety and three Bargained and sold unto

the said Thomas Goodall And alsoe All the Estate right title Interest possession benefitt profitt property Trust clayme and demand whatsoever

of him the said Thomas Goodall of in and to the said premisses To hold unto the said William Yonge and Andrew Card their heires Executors

Administrators and assignes from thenceforth for and dureing all such Estate terme and termes and Interest as the said Thomas Goodall then had

therein upon and under the Trusts therein and herein after menc*i*oned (that is to say) upon trust that they the said William Yonge and Andrew

Card and the Survivour of them his heires Executors Administrators and assignes should permitt and suffer the benefitts proceed and profitts of the

said premisses thereby assigned and every part thereof to be received taken and enjoyed by such person and persons onely and noe others and for such

uses intents and purposes onely as the said Susanna the wife of the said Thomas Goodall by any writeing vnder her hand signed by her alone

and without the said Thomas Goodall her husband and notwithstanding her Coverture or without any such writeing should from time to time

dureing all the terme of her naturall life direct nominate and appoint The same being menc*i*oned to be intended for the seperate and onely benefitt

of her the said Susanna and from and after the decease of the said Susanna Then upon further Trust That they the said William Yonge and Andrew

Card and the survivour of them his Executors and Administrators should stand seised or possessed of the said premisses and every part thereof Intrust[[8]](#footnote-8)

and for the benefitt of such person and persons and for such vses Intents and purposes as the said Susanna the wife of the said Thomas Goodall by any

writeing under her hand and Seale testified by two or more Credible Wittnesses or by her last Will and Testament in writeing soe attested whether

sole or Manner should direct xxx appoint And in default of such direction and appointment xx Then in trust and for the benefitt of the

Executors and Administrators of the said Susanna as in and by the said recited Indenture xxxc*i*on being therevnto had may more at large

appeare And Whereas the said Susanna the wife of the said Thomas Goodall hath sold or agreed to sell and dispose of the said parts and shares

in the saif Theatre and premisses soe Conveyed or settled for her benefitt as aforesaid vnto the said William Yonge Now this Indenture

Witnesseth That the said Susanna the wife of the said Thomas Goodall for and in considerac*i*on of the xx summe of Five hundred pound

of good English money to her in hand paid by the said William Yonge at and before the Ensealeing and delivery of these presents The Receipt whereof

shee doth hereby acknowledge And in pursueance of the power to her the said Susanna in and by the said recited Indenture given granted saved

and Reserved And of all and every other power and authority whatsoever Enableing her therevnto hath directed and appointed and by this present

writeing vnder her hand and Seale signed sealed and delivered in the presence of Nathaniell Hunton Samuell Hunton and Philip Taylor being three

credible wittnesses shee the said Susanna the wife of the said Thomas Goodall doth direct and appoint the said halfe part or share and the said fourth

part of one intire share of the generall Receipts and profitts of the Theatre and Theatres aforesaid and all other the premisses by the said recited Indenture

granted or settled as aforesaid w*i*th the appurtenances and alsoe the Rents issues benefitts proceed profitts and advantage of the same premisses as well

those accrewing and to grow one xxxing the life of her the said Susanna as after her decease vnto the said William Yonge his heires Executors Adm*inistrator*s

and assignes for his or their own use benefitt and behoofe forever And Lastly the said Andrew Card by the direction and appointment of

the said Susanna the wife of the said Thomas Goodall (testified by her being a party to and her Sealeing and delivery of these presents) Hath

Remised Released and quitted claymed And by the presents doth for him his heires Executors and Administrators Remise Release and

quitt clayme vnto the said William Yonge his heires Executors and Administrators All such Estate right title Interest Trust clayme and demand

as for the said Andrew Card haxxx to the said Shares and premisses before menc*i*oned by force and vertue of the said recited Indenture or the

Trusts before menc*i*oned in any manner howsoever In Witnesse whereof the parties first above named have to these present Indentures

Interchangeably sett their hands and sealed the day and yeare first above written.

Susanna Goodall

Andrew Card

[folio 7 verso IMG\_5128]

Memorandum that this Indenture did appeare to be stampt

in pursueance of the Act of parliament for that purpose

Nat*haniel* Hunton

Samuel Hunton

Philip Taylor

Signed Sealed and Delivered by the within

named Susanna the wife of the within named

Thomas Goodall in the presence of

Nat*haniel* Hunton

Samuel Hunton

Philip Taylor

Sealed and Deliuered by the within named Andrew Card

in the presence of

Nat*haniel* Hunton

Samuel Hunton

Philip Taylor

I the within named Susanna the wife of the within named Thomas Goodall doe

hereby acknowledge to haue had and received of and from the within named William Yonge

the full summe of Five hundred pounds in good English money being the Summes

menc*i*oned to be paid by him to mee in the within written Indenture In Wittnesse

whereof I haue hereunto sett my hand the day and yeare first within written.

Susanna Goodall

Wittnesses

Nat*haniel* Hunton

Samuel Hunton

Philip Taylor

men*cione*d thy Five hundred pounds

was paid part in billes money & pt

Gynnies & *th*e rem*a*i*nd*er by Exchange

notes att *th*e time of sealing in

our pence

Nat*haniel* Hunton

Samuel Hunton

Philip Taylor

1. Totally obliterated [↑](#footnote-ref-1)
2. Not sure how to record vertical info, but there is a bracket around this paragraph [↑](#footnote-ref-2)
3. Bracket refers to the succeeding 6 lines [↑](#footnote-ref-3)
4. I believe this is "mesne," a legal term meaning intermediate, intervening [↑](#footnote-ref-4)
5. I'm not sure what this symbol is. I think it is lbs, but I'm not sure. [↑](#footnote-ref-5)
6. Tear, holes, and ink faded off along this line [↑](#footnote-ref-6)
7. Rest of line totally effaced [↑](#footnote-ref-7)
8. Meaning interest or "in trust"? [↑](#footnote-ref-8)