// Transcription made 8/31-9/1 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 and folio numbers recorded in brackets

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

[recto IMG\_5134 and IMG\_5135]

This Indenturr Tripartite Made the Nine & Twentieth Day of June in the seaventh Yeare of the Raigne of Our Sov*er*ingne Lord William the Third by the grace

of God of England Scotland France & Ireland King Defender of the Faith &c Anno D*om*in*i* 1695 Betweene the most Noble William Duke and Earle of Bedford Marquess of Tavistock Lord Russell Baron

Russell of Thornhaugh of the most Noble order of the Garter Kn*igh*t and one of his Ma*jes*ties most Honorable Privy Councell of the First part Charles Killigrew of the parish of St. Mary Le Savoy in the County of Midd*lese*x Esq*ui*re

Dame Penelope Morley of the Parish of St. Margarett Westminist*e*r Widdow Margarett Lacy of the parish of St. Paul Covent Garden in the said County of Midd*lese*x Widdow William Clayton of the parish of St. Martins in the

Feilds in the County of Midd*lese*x Gentl*eman* Thomas Shepy of Shacklewell in the parish of St. John att Hackney in the said County of Midd*lese*x Gentl*eman* Mary Scrope of the parish of St. Dunstanes in the west of London Widdow

George Bradbury of the Middle Temple London Esq*ui*re Thomas Stringer of Grayes Inne in the said County of Midd*lese*x Esq*ui*re Richard Symes of the parish of St. James Westminst*e*r in the County of Midd*lese*x Gentl*eman*

Henry Mordant of the parish of St. Paul Covent Garden aforesaid Gentl*eman* Thomas Napier of Bushey in the County of Hartford Esq*ui*re Edward Kinaston of the parish of St. Gyles in the Feilds in the County

of Midd*lese*x Gentl*eman* Edward Watty of the parish of St. Bridgett ats Brides London Gentl*eman* James Stone of LondonGentl*eman* Richard Bently of the parish of St. Paul Covent Garden aforesaid Station: and Henry Hales of

the parish of St. Martins in the Feilds aforesaid Gentl*eman* of the second part and John Sherman of the Inner Temple London Gentl*eman* and John Warter of Fetter Lane London Gentl*eman* of the Third part witnesseth

That the said Duke for and in considerac*i*on of the sum*m*e of one hundred & seaventy pounds in Silver and Thirty Twenty shilling peeses of Guinea gold of good and Lawfull money of England to him by the said Charles

Killigrew Penelope Morley Margarett Lacy William Clayton Thomas Shepy Mary Scrope George Bradbury ThomasStringer Richard Symes Henry Mordant Thomas Napier Edward Kinaston Edward Watty James Stone

Richard Bently & Henry Hales in Name of Fine in hand paid Where of he the said Duke Doth hereby ^acknowledge the receipt And in considerac*i*on of the Rent Covenants Considerac*i*ons and Agreem*en*ts herein after expressed Hee

the said Duke Hath Leased sett and to Farme Letten And by these presents Doth Lease sett & to Farme Lett unto the said John Sherman & John Warter their Executor Administrator & assignes (att and by the direcc*i*on and

appointment of the said Charles Killigrew Penelope Morley Margarett Lacy William Clayton Thomas Shepy Mary Scrope George Bradbury Thomas Stringer Richard Symes Henry Mordent Thomas Napier Edward

Kinaston Edward Watty James Stone Richard Bently & Henry Hales Testifyed by their being made p*ar*tyes to these pr*e*sents and sealing thereof All That peece or parcell of ground with the Houses and buildings thereupon

Erected or built now used for a Theatre ~~and~~ commonly called or knowne by the name of the Theatre Royall Scituate Lyeing & being in the parishes of St. Martin in the Feilds and St. Paul Covent Garden in the County of Midd*lese*x

or in one of them containeing in Length from East to West one hundred & Twelve Foot assize or thereabouts and in breadth from North to South att the East End thereof Fifty nine Foot of assize or thereabouts and att the coost End

thereof Fifty Eight Foot of assize or thereabouts And ^abutting upon the Pale or ground late in the Tenure or occupac*i*on of Richard Rider Esq*ui*re dec*ease*d his assignes or undertenants on the North and Upon the Messuages or Tenem*en*ts sold in Feefarme

to Mr Weekes on the South Together with Free Liberty of ingresse Egresse & regresse in & through the way or passage Leading from the west End of the said Theatre or Tenem*en*t into Bridges Street in the parish of St. Paul Covent

Garden aforesaid and in & through the way or passage Leading from the East End of the said Buildings or Theatre into Drury als Fortescue Lane in the parish of St. Martin in the Feilds aforesaid with all wayes Easem*en*ts

profitts and commodityes thereunto belonging or appertaineing Except and alwayes reserved out of this pr*e*sent Lease the Free passage and Running of all Water Soyle Water courses & Dreynes comeing off and from the

houses and Tenem*en*ts of the said Duke his heires & assignes or his ^or their Tenant or Tenants in the Parish of St. Martin in the Feilds aforesaid in by and through the Channells and Dreynes of or belonging to the said ground

buildings & pr*e*misses hereby Leased the said Tenants upon reasonable request in that behalfe to be made paying their shares & proporc*i*on for cleanseing & Repaireing the same as often as need shall require To have and

to hold the said ground Buildings and Theatre and all other the pr*e*misses menc*i*oned or intended to be hereby Leased with their appurtenances (Except before Excepted) unto the said John Sherman & John

Warter their Executors Administrators and assignes from the Feast Day of the birth of our Lord Christ w*hi*ch shall be in the Yeare of Our Lord Christ One Thousand Seaven hundred and Two for and During the full time &

terme and unto the full End & terme of Fowerteene Yeares from thence next ensueing and fully to be compleate and Ended Yeilding and paying therefore Yearely and every Yeare During the said terme hereby Leased

att or in the Hall of the Mansion house of the said Duke xxxte in or neare the Strand in the said County of Midd*lese*x and commonly called or knowne by the Name of Bedford house the Yearely Rent and sum*m*e of Fifty

pounds of Lawfull money of England att Two of the most Usuall Feasts or dayes of payment in the Yeare (That is to say) att the Feast Dayes of the Nativity of St. John Baptist and the birth of our Lord God by even & equall porc*i*ons Provided

alwayes That if itt shall happen the said Yearely Rent or Sum*m*e of Fifty pounds to be behinde or unpaid in part or in all by the space of one & Twenty Dayes next after either of the said Feasts or Dayes of payment on which the

same ought to be paid as aforesaid That then and from thenceforth Itt shall & may be Lawfull to and for the said Duke of Bedford his heires & assignes into the said ground Buildings Theatre & pr*e*misses hereby Leases w*i*th the

appurtenances and every part thereof wholly to Reenter And the same to have againe repossesse & Enjoy as in his & their First & Former Estate These pr*e*sents or any thing therein contained to the contrary thereof in any

wise notwithstanding And the said Charles Killigrew Penelope Morley Margarett Lacy William Clayton Thomas Shepy Mary Scrope George Bradbury Thomas Stringer Richard Symes Henry Mordant Thomas Napier Edward

Kinaston Edward Watty James Stone Richard Bently Henry Hales John Sherman & John Warter Doe for themselves and every of them their and every of their Executors Administrators & assignes and every of them Covenant & grant to &

with the said William Duke of Bedford his heires & assignes by these pr*e*sents That they the said Charles Killigrew Penelope Morley Margarett Lacy William Clayton Thomas Shepy Mary Scrope George Bradbury Thomas Stringer Richard

Symes Henry Mordant Thomas Napier Edward Kinaston Edward Watty James Stone Richard Bently Henry Hales John Sherman & John Warter and every of them their and every of their Executors Administrators & assignes ^& every of them shall and

Will from time to time and att all times hereafter well & truly pay or cause to be paid unto the said Duke his heires and assignes the said Yearely Rent & sum*m*e of Fifty pounds at the Dayes times and place herein before Limitted

for the payment thereof according to the purport and true meaneing of these pr*e*sente And further the said Charles Killigrew Penelope Morley Margarett Lacy William Clayton Thomas Shepy

Mary Scrope George

Bradbury Thomas Stringer Richard Symes Henry Mordant Thomas Napier Edward Kinaston Edward Watty James Stone Richard Bently Henry Hales John Sherman & John Warter Doe for themselves and every of

them their and every of their Executors Administrators and assignes and every of them Covenant & grant to and with the said Duke his heires & assignes by these pr*e*sents in manner & Forme Following That is to say That

they the said Charles Killigrew Penelope Morley Margarett Lacy William Clayton Thomas Shepy Mary Scrope George Bradbury Thomas Stringer Richard Symes Henry Mordant Thomas Napier Edward Kinaston

Edward Watty James Stone Richard Bently Henry Hales John Sherman and John Warter ^& every of them their & every of their Executors Administrators & assignes shall & will from time to time and att all times During the said terme when and as often

as need shall require att their owne proper costs and charges in by & with all things well and Sufficiently repairs uphold support Maintaine amend pave Scoure cleanse purge Empty & keepe the said Theatre

houses and all other the Buildings and pr*e*misses hereby Leased and every part thereof and all New buildings addic*i*ons to and alterations of the same Theatre houses buildings and premisses And all the walls

Fences Windows Pavements gutters sinkes Dreynes Sewer Whydraughts and houses of office to the same Theatre houses buildings and pr*e*misses belonging or in any wise appertaineing And the said Theatre houses buildings

& pr*e*misses and the New buildings additions to and alterac*i*ons of the same with the appurtenances soe being in by and with all things well and Sufficiently repaired upheld supported Maintaine & amended paved

Scoured cleansed Emptyed and kept And all the Doores Locks keys Boults Wainscott Chimney Iambs Mantle trees Footpaces Casem*en*ts glazes Windows Window Shutters Partitions Pumpes and Pipes which shall att any time

During the last seaven Yeares of the terme hereby Leased be Fixed or any wayes Fastned in or to the said pr*e*misses or belong to the same Shall and will att the End expirac*i*on or other sooner Determinac*i*on of the terme

hereby Leased peaceably and quiettly Leave and Yeild up unto the said Duke his heires & assignes And likewise That itt shall and may be Lawfull to and for the said Duke his heires & assignes and his & their servants

and Workemen by his their or any of their appointm*en*ts Twice in every Yeare Yearely or oftner att meet and conveinent times to Enter and come into and Upon the said Theatre buildings and pr*e*misses hereby Leased

there to view search & see the state Defects Decayes and want of Reparac*i*on in and about the same And of the Defaults Decay or want of Reparac*i*on there Found to give and Leave notice & warneing in writeing att

the said Theatre Buildings and pr*e*misses hereby Leased for the amendment and Doeing thereof and that then they the said Charles Killigrew Penelope Morley Margarett Lacy William Clayton Thomas Shepy Mary Scrope

George Bradbury Thomas Stringer Richard Symes Henry Mordant Thomas Napier Edward Kinaston Edward Watty James Stone Richard Bently Henry Hales John Sherman & John Warter their Executors Administrators &

assignes Shall & will from time to time and att all times thence after within the space of Six Months next after every such notice & warneing soe to be given or left as aforesaid well and Sufficiently repaire and amend

all such Defects Decayes and want of Reparac*i*on whereof such notice or warneing shall be soe given or left as aforesaid And the said William Duke of Bedford Doth for himselfe his heires and assignes Covenant

promise and grannt to and with the said John Sherman & John Warter their Executor Administrator & assignes by these pr*e*sente That they the said John Sherman and John Warter their Executors Administrators and

assignes by att and under the Yearely Rent Covenants Condic*i*ons Clauses & Agreem*en*ts before in these presents contained shall and may peaceably and quiettly have hold occupie possesse and Enjoy the said Theatre

buildings and pr*e*misses hereby Leased and every part thereof with the appurtenances for and During the terme hereby Leased without the Lett suite trouble Evicc*i*on Expulsion or Denyall of the said Duke of

Bedford xxxxxxxxxxxxx or of any and other person or persons claymeing or which shall claime from by or under him them or any of them In witnesse of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx[[1]](#footnote-1)

Ch*arles* Killigrew

P*enelope* Morlley

Marg*a*r*et*t Lacy

Will*iam* Clayton

Tho*mas* Shepey

Rich*ar*d Symes

Hen*ry* Mordant

Tho*mas* Napier

Ed*ward* Kinaston

Edw*ard* Watty

James Stone

Richard Bently

Henry Hales

John Sherman

John Warter

[verso IMG\_5136]

Sealed and delivered by the w*i*thin named Charles Killigrew Penelope Morley Henry

Mordant Margarett Lacey William Clayton Thomas Shippy Richard Symes Thomas Napier

Edward Kyneston Edward Wattey James Stone Richard Kentley Henry

Haley John Sherman & John Warter in the pr*e*sence of the Kings

Duty being first paid as by the stamp appeareth

Thomas Hoyid

Richard Petty

Bridges Street

This playing Lease

Counterpart tos

John Sherman & John Warter

by the Appointment of Charles

Killigrew &al

29 Junii 1695

14 yeares from xmas 1702

Rent 50£

June 1709 30 Guineas

Exp*ected* xmas 1716

1. Fold completely obscuring rest of line [↑](#footnote-ref-1)