

Deed of partnership between Philip Henslowe and John Cholmley for a parcel of ground on the Bankside and in a playhouse [the Rose] to be erected thereon, with details of how receipts are to be paid, Jan. 10, 1586/7.

Muniments Series 1, Group 16, 01 recto

Transcribed by Sally-Beth MacLean, University of Toronto

This Indenture made the Tenth daye of Ianuarye Anno *domini* 1586 And in the Nine and Twentithe yeare of the Raigne of our soueraigne Lady Elizabeth by the grace of God Quene of Englande ffrance and Irelande defendor of the faithe &c Betwene Phillippe Hinshley Cittizen and Dyer of London one thonne partye and Iohn Cholmley Cittizen and grocer of London one thother partye Witnesseth that the said partyes for the greate zeale and good will that is betwene them and tothentente that they maye the better increase there substance are entrid into partnershippe and are become Copartners togeather aswell in the re<..>¹ In taking posessinge and inioyng of all that *parcell* of grownde or garden plotte Contayninge in lenghe² and bredthe sqare every waye ffoorescore and fourteene foote of assize little more or lesse As allso to of and in the havinge takinge and receavedge of all the beniffytte somes of moneye proffitte and Advantage of a playe howse now in framinge and shortly to be erected and sett vpe vpon the same grounde or garden plotte from the daye of the date of these *presentes* for and duringe and vntill the ende and terme of Eighte yeares and three monethes from thence nexte ensuinge and fully to be Compleate and ended yf the saide partyes doe so longe Lyve whereuppone yt is Couenaunted graunted Condiscended Concluded and agreed betwene the saide partyes by these *presentes* And the saide Phillippe Hinshley for him his executors and administrators dothe Couenaunte *promisse* and graunte to and with the saide Iohn Cholmley his executors and administrators That yt shall and maye be lawfull to and for the saide Iohn Cholmeley his executors and assignes duringe the saide space of Eighte yeares and three monethes yf the saide Iohn Cholmeleye doe so longe Lyve To have receave take and inioye to his and their owne proper vse and behooffe The moytie or one halfe of all suche some and somes of moneye gaynes profytt and Comodytye *which* shall arysse growe be colectted gathered or become due for the saide *parcell* of grounde and playe howse when and after yt shalbe erected and sett vpe by reasonne of any playe or playes that shalbe shoven or played there or

¹ re<..> *for* rest?

² lenghe: *for* lengthe

otherwysse howsoever And the saide Iohn Cholmley for him his executors and Administrators dothe Couenaunte promisse and graunte to and with the saide Phillyppe Hinshleye his executors and administratours by these presente That yt shall and maye be lawfull to and for the saide Phillippe Hynshley his executours and assignes likewaye duringe the saide terme of Eighte yeares and three monethes yf the saide Philliippe doe so longe lyve To have receave take and enioye to his and their owne proper vse and behooffe The other moytie or one hallfe of all suche some and somes of moneye gaynes proffytes and Comodytie *which* shall arrysse growe be colected gathered or becume due for the saide *parcell* of grownde and playe howse when and after yt shalbe erected and sett vppe by reasonne of any playe or playes that shalbe shoven or playde or otherwysse howsoever as afforesaide And further the saide Phillyppe Hinshleye for him his executors and administratours dothe Couenaunte *promisse* and graunte to and with the saide Iohn Cholmley his executors and administrators by these presentes Thhat³ he the sayde Iohn Cholmley his executors administrators and assignes shall or maye lawfully peacablye and quietly have holde occupye posesse and enioye All that smalle *tenement*e or dwellinge howsse scittuate and standinge at the sowthe ende or syde of the saide *parcell* of grownde or garden plotte to keepe victualinge in or to putt to any other vse or vsses whatsoever with the whole beniffytte proffytte & comodytie *which* he the saide Iohn Cholmleye his executours or assignes shall or maye receave or make of for or by the same howse neare adioyninge vnto a lane there Comonly Called mayden Lane now in the tenure of the saide Iohn Cholmley or his assignes with free ingresse egressse and regresse waye and passage to and for the saide Iohn Cholmleye his executours and assignes and to and for all other *personnes* cominge or frequentinge to the saide Iohn Cholmley his executours or assignes for any *profytte* or comodytie or for any other wysse or causes whatsoever aswell in by and throughe the Alleye there called Rosse Alleye leadinge from the Ryver of thames into the saide *parcell* of grownde As allso in by and throughe the waye leadinge into the saide Mayden Lane at all tymes Conveniente at his and their

³ Thhat: *for* That

lybertyes and pleasures yf the way be permitted and suffred by the Lorde and lybertie withoute any lett troble suite eviccion expulcion or intrupsion of the saide Phillyppe hinshleye his exectours administratours or assignes or any of them And withoute any lawfull lett troble expulcone or intrupcion of any other personne or persones by his or their meanes consente righte tyle intreste or procurement duringe the saide terme of Eighte yeares and three monethes fully to be compleate and ended And likewyse That he the saide Phyllipe his executors or assignes shall and will at his and their owne proper Coste and Chargis with as muche expedicion as maye be erecof fynished and sett vpp or cause to be erected finished and sett vpe by Iohn Grygges Carpenter his servantes or assignes [^]the saide play house with all furniture thervnto belonginge or appartayninge withoute fraude or guile All which premisses above by these presentes menconed ar scittuate Lyenge and beinge on the bancke syde in the paryshe of St Savoyes⁴ in Southworke in the County of Surrey In consideracon whereof the saide Iohn Cholmley for him his executours and administratours dothe Couenaunte promisse and graunte to and with the saide Phillippe Hinshley his executours and administratours by these presentes well and truly to paye or Cause to be payde vnto the saide Phillippe Hinshley his executours administratours or assignes for a yerlye amiyttie the some of Eighte hundreth and Sixteene Poundes of lawfull moneye of Englande in manner and forme followinge that is to saye One the feaste daye of the Nativitie of St Iohn Baptiste nexte Cominge after the date of these presentes Twentie five Poundes and Tenne shillinges on the feaste daye of St Michaell tharchaungell then nexte ensuinge other Twentie five Poundes and Tenne shillinges one the feaste daye of the Birthe of our Lorde god then nexte ensuinge other Twentie five Poundes and tenne shillinges one the feaste daye of thanunciacion of our Lady then nexte followenge other Twentie five Poundes and Tenne shillinges And so further after that from feaste daye to feaste daye quarter to quarter and yeare vnto yeare one consequently insuinge another That is to saye quarterly one every of the like feaste dayes of the feaste afforesaide Twentie five Poundes and Tenne shillinges vntill all the saide somme of Eight hundreth and

⁴ Savoyes: for Savyours

Sixteene Poundes be so truly Contented and payde vnto the saide Phillyppe Hinshley his executors administratours or assignes And yf yt shall happen the saide amytye or quarterly payment of Twentie five Poundes Tenne shillings to be byinde⁵ and vnpayde in parte or in all by the space of Twentye and one dayes nexte over or after any feaste daye or terme of payment thereof abovesaide in *which* the some oughte to be payde beinge lawfully demaunded at the saide playe howse after the same shalbe erected and sett up that then and from thencforthe the saide Copartnershippe before menconed shalbe voyde seace and be vtterly frustrate and of none effecte as yf the same had not byn agreed vppon And that yt shall and maye be lawfull to and for the saide Phillipe Hinshley his executours and assignes to renter And the saide Iohn Cholmley his executours and assignes and all other occupyers thereof oute and from the saide Dwellinge howse playe howse and all other the premisses vtterly to expell put oute and amove This presente Indenture or any thinge therin Contayned to the Contrary thereof in any wysse notwithstandinge And further the saide Phillyppe Hinshleye and Iohn Cholmle *four* them theirre executours and administratours doe Couenaunt promisse and graunte eyther with other by these presentes that yf yt happen eyther of the saide partyes Phillyppe Hinshley and Iohn Cholmley to dye or desease this mortall lyffe before thende of the saide terme of Eighte yeares and three monethes that then and in suche Case yt shall and maye be lawfull to and for theexecutors ^{or} [and] administratours of the partye so deseasinge to have receave take and enioye the parte and porcion of hym so deceassinge as Copartner with the survivor to of and in all and singular⁶ the premisses beffore menconed and expressed in as large and ample manner and forme & in the like⁷ state and Condicion as the saide partye so deceased in his lyffe tyme did enioye the same withoute any lett troble suite deniall or⁸ intrupcion of the surviuour his executours administratours or assignes withoute fraude or guilt And further the saide partyes Phillippe Hinshleye and Iohn Cholmleye for them theirre executours and

⁵ byinde: b *evidently inserted after initial writing*

⁶ singular: r *partially obscured by ink blot*

⁷ like: *written over erasure*

⁸ or: *almost obscured by an ink blot*

administratours doe Couenaunt promisse and graunte eyther with other by these presentes that yt shall and maye be lawfull to and for the saide Phyllype Hinshleye and Iohn Cholmley their executours and assignes ioyntly to appoynte and permitte suche personne and personnes players to vse exersyse & playe in the saide playe howse when and after yt shalbe erected and sett vpp at their wills and pleasures beinge for the profytt and Comodytie of them bothe And likewise that the saide Phyllype Hinshleye and Iohn Cholmley when any playe or playes shall be played or shouen in the saide playe howse after the same shalbe erected and sett vpp shall and wilbe there present them selves or appoynte their sufficiente debutyees or assignes with them selves or otherwysse at their Choysse to Coleckte gather and receave all suche some and somes of moneye of every personne & personnes resortinge and Cominge to the saide playe howse to vew see and heare any playe or enterlude at any tyme or tymes to be shewed and playde duringe the saide terme of Eighte yeares and three monethes excepte yt please any of the saide partyes to suffer their frendes to go in for nothinge And that all suche some and somes of moneye gaynes profytte and comodytie whatsoever as shalbe so colected gathered or receaved by them their debutyees or assignes shall ymediatly that nighte after accompte made by them selves their debutyees or assignes be equally devided into Two partes or equall porcions whereof the saide Phillipe Hinshleye his executours or assignes to have the one halfe moety parte or equall porcones of the saide some⁹ and somes of moneye And the saide Iohn Cholmley his executors or assignes to have the other moyttie parte or equall porcion thereof duringe the terme afforesaide And further the saide Phillipe Hinshleye for him his executours and administratours dothe Covenauant promisse and graunte to and with the saide Iohn Cholmleye his executours and administratours by these presentes That he the saide Phyllype Hinshleye his executours or assignes shall and will at all tymes heereafter and from tyme to tyme duringe the saide terme of Eighte yeares and three monethes paye or cause to be payde All and all manner of quitte rente and other rente Chargis due and payable to the Lorde or Lordes of the premisses or the costes shall acquitte

⁹ o of some *written over another letter*

discharge or save harmeles the saide Iohn Cholmleye his executours administrators or assignes And likewayes shall and will at his and their owne proper Costes and Chargis repaire and amende all the brigges and wharffes belonginge to the saide parcell of grounde and other the premisses with thappurtenaunces at or before the xxixth daye of September nexte cominge after the date of these presentes And Likewayes the saide Iohn Cholmleye and Phillipe Hinshleye for them their executours and administratours doe Couenaunt promise and graunte eyther with other by these presentes That they the said Iohn Cholmleye & Phillype Hinshleye their executours administratours or assignes shall and will after the saide xxixth daye of September nexte Cominge at their equall Costes and Chargis repaire amende sustayne mantayne and vpholde the saide playe howse [<...>]¹⁰ brigges wharffes and all other the wayes and brygges now leadinge or which heereafter shalbe made to leade or appurtayne into oute and from the saide parcell of grownde and other the premisses with thappurtenaunces thervnto belonginge at all tymes heereafter when and as often as neede shall require duringe the saide terme of Eighte yeares & three monethes And further the saide Phillipe Hinshleye for him his executours and administratours dothe Couenaunt promise and graunte to and with the saide Iohn Cholmleye his executours and administratours That he the saide Phillipe Hinshleye his executours administratours or assignes shall nott ne will not permitte or suffer any persone or personnes other then the saide Iohn Cholmleye his executours & assignes servantes and famyllie to vtter sell or putt to sale in or aboute the saide parcell of grownde playe house or garden plotte and other the premisses with thappurtenaunces any breade or drinke other then suche as shalbe solde to and for the vse and behoofe of the saide Iohn Cholmleye his executours administratours or assignes by his ^{or their} consente meanes or procuremente In Witnes Whereof the saide partyes to this presente Indentures Interchaungeably haue sett their Seales the day and yeres furste aboue Written/

Sigillatur et deliberatur in presencia

¹⁰ [<...>]: erasure approximately 18 characters long (45mm)

mei *Cuthberti* lones *servientis*

Edwardi Pryce <.>

(*signed*) Edward Pryce¹¹

¹¹ Pryce: *followed by a notarial knot*