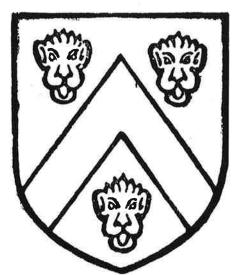
SOTHEBY'S

The Lordship of The Manor of Stratford-upon-Avon

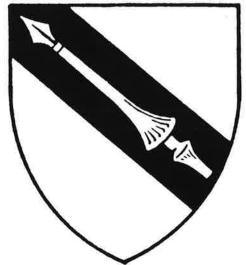
LONDON THURSDAY 19TH JULY 1990

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The arms of Stratford-upon-Avon



The arms of William Shakespeare

The Lordship of the Manor of Stratford-upon-Avon

Day of Sale
Thursday 19th July 1990
Lot 288 in the sale of English Literature and History
Afternoon session beginning at 2.30 pm

In sending order bids this catalogue may be referred to as "CYGNET" Catalogue £6.00 at the gallery, £7.00 by mail UK, £8.00 overseas

The Cover Illustration shows the entry for Stratford-upon-Avon in the Domesday Book, 1086

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The Lordship of the Manor of Stratford-upon-Avon

To be sold as Lot 288 in the sale of English and History on Thursday 19th July 1990 beginning at 10.45 am

The Lordship of the Manor of Stratford-upon-Avon, an ancient manorial title dating back to the end of the seventh century, which took its name from the crossing of the Avon by a Roman road running from the Rykneild Street at Alcester to join the Fosse; the name Old Stratford is of thirteenth-century origin and was probably used to distinguish the chief manor from the various sub-manors which by then had been founded, c. 690-1990

THE LORDSHIP OF THE MANOR OF STRATFORD-UPON-AVON IS UNRIVALLED FOR ITS LITERARY ASSOCIATIONS WITH WILLIAM SHAKESPEARE WHO LIVED WITHIN ITS JURISDICTION. As the place of Shakespeare's birth, main residence and death it is the most famous manorial title and the centre of international interest in English Literature.

In acquiring any manorial title the purchaser inherits the status that lordship implies and becomes the successor in title to a significant line of men and women, many of whom influenced the course of English history. It is a title of honour that descends from the Norman baronage and often, as with Stratford, has its origins deep in Anglo-Saxon history.

The Lordship of the Manor of Stratford-upon-Avon brings with it unique and intimate associations with Shakespeare and the industry that has grown up around his name.

HISTORY OF LORDSHIPS OF THE MANOR

(contributed by Robert Smith, Chairman of the Manorial Society of Great Britain.)

Lordships of the Manor are the oldest titles in England and pre-date the Norman Conquest of 1066.

Historians are not agreed on how the word manor originated. It has been suggested that it was a French import, manoir, or perhaps even older, from the Latin, Manerium. Nor are historians sure whether it was a purely Saxon concept, its origins lying in the need for self-defence down the East Coast against succeeding incursions by Germanic tribes and later Vikings.

They are agreed, however, that the Manor was the pivot of the Feudal System, defined by the eleventh century "by certain ecclesiastics who propounded the theory that human society was divided into three orders, the oratores, the bellatores, and the laboratores: those who protected it with their prayers and their swords, and those who tilled the earth to support the other two classes" (Dr A P M Wright, Senior Assistant Editor Victorian County History writing in the Bulletin of the Manorial Society of Great Britain, 1981).

By the reign of Edward the Confessor (1042-1066), the Lord of the Manor, be he the local leader, or some great suzerain, such as Earl Godwinson of Mercia, was the most important person in village affairs, whether it be collecting taxes for the King or dispensing "high justice", the power to inflict death in his manorial courts.

Historians are also agreed that the Normans institutionalised the Manorial System in Domesday Book, compiled for William the Conquerer in 1086 and listing 13,418 Manors and their owners. It was an inventory of the wealth of the new Kingdom and, as such is still a Government document, housed at the Public Record Office where it is known as Public Record No 1.

In return for his protection and the land he gave them, the people on the Manor, from slaves to freemen, owed their Lord certain services ranging from money rents to working so many days a week on the Lord's "home farm", or demesne, without pay (week-work).

In theory, most men held their land "at pleasure", though in practice the "customary tenants", or villeins, were fairly secure, provided they undertook their services: week-work, the harvest boon (precaria) when they helped the Lord get his corn in, used the Lord's mill to grind their corn and his fold for their animals so that he might benefit from the manure on his land.

If the tenants of the Manor disagreed, they went before the manorial court, presided over by one of the Lord's Officers, usually the Bailiff, who decided cases and imposed fines. If there were some crime committed, the Lord could arrest, try, and punish up to "pit and gallows", gibbet, and mutilation.

In the twelfth century, a Lord of the Manor could simply say "it is my will" and there is surely no better basis for prestige than this. Indeed, the great nobles of the period expressed their power through the number of Manors they held, many becoming barons by tenure and, by the reign of Edward I, barons by writ of summons to Parliament.

Throughout the Middle Ages, the English nobility was a caste whose power was based on the ownership of land through the Manor. Their peerages, unlike those on the continent, were purely honorific and they lost them if they lost their landed status.

In time, however, the powers of the Lord were diminished. No self-respecting King of England could, for instance, permit any other than his own appointed officials to have power of life and death over the King's subjects. From the reign of Henry II, the royal itinerant justices fought a long battle with the Lord of the Manor over his powers of criminal jurisdiction. The Kings eventually succeeded, of course, but when Elizabeth I strengthened the hands of justices of the peace, it was often the Lord of the Manor to whom she looked to fill the post as they had the status and local knowledge necessary to win respect. Manorial Lords are still active as justices, deputy lieutenants, or even lords lieutenant today.

On the economic front, the medieval period saw major change. A substantial increase in the population in the thirteenth century meant that the irksome duty of week-work from a reluctant peasantry became increasingly unproductive. Agricultural science did not improve until the eighteenth century so that land that had been waste at Domesday was being taken under the plough by the fourteenth century.

The result was the evolution of paid labourers and the reclamation (assarting) of waste which was granted out by Lords on very favourable terms to people who became copyholders, effectively freeholders who held title to their land by copy of the manorial court roll in return for a half-yearly rent payable at the Lord's court. The customary tenants gradually benefitted from this process too and became copyholders.

Lords would often apply to the King for special rights within the Manor. The most valuable was the monopoly to hold a market and fair in the Manor and these are the most common among Royal Charters to Manorial Lords: there were virtually no shops as we know them, apart from in London, Norwich and York, and retailing was done at markets, the Lord being granted in his Charter a Pie Powder Court by which he regulated the activities of buyers and sellers. He derived a financial benefit, firstly, from letting booths and stalls, and, secondly, from the profits of the justice his officers meted out.

There are charters for foreshore rights, rights of wreck, treasure trove, free warren (sporting rights), riparian and piscarian rights (river banks and fishing). These are special rights.

Droit de seigneur, (or jus primae noctis—right of the fist night) is largely a fiction. It was "an alleged right of feudal lords in mediaeval Europe to sleep the first night with the bride of any of his vassals. There is some evidence of such a right in some primitive societies. The only evidence of its existence in Europe is of payments by a vassal in lieu of enforcement of the right, and it is probable that it was merely a kind of tax like the avail or redemption payment in lieu of the lord's right to select a bride for his vassal". (The Oxford Companion to Law, ed. David M Walker).

General rights were the copyhold income from the tenantry, manorial waste, common land, the profits of justice in the manorial court, heriots (payment of "the best beast or chattel") on death and inheritance, murage and scutage (a "tax" for self-defence), pontage (a "tax" for bridge repair), mineral excavation rights.

It is easy to judge, from this plethora of rights, how important the Lord of the Manor was, not only socially, but for the local economy.

In 1922, Parliament enacted the most thorough-going legislation touching property in England and Wales. So far as the Lord of the Manor was concerned, the Law of Property Act abolished copyhold tenure, taking away his right to be Lord of the soil save that which he owned directly. He was compensated and the copyholds were converted on 1 January 1926 into freehold, or 999-year leasehold.

But the Act went on to confirm many of the historic rights long enjoyed by the Lord of the Manor: the right to market and fair, mineral excavation (subject to the enfranchisement of the copyhold, the subsoil still technically belongs to the Lord of the Manor), fishing rights, sporting rights, manorial waste (principally the verges of the road and those areas in rural Manors which do not appear to belong to anyone), common land rights (subject to the Common Land Registration Act 1965), even the village green, and the theoretical right to hold courts.

Some Lords today charge a manorial wayleave and are paid by British Telecom £1 a year for every telegraph pole planted in the roadside verges. Others operate markets which require planning consent. Still others, in conjunction with the freeholder, employ mineral excavation companies to take gravel or sand if the subsoil contains a commercially exploitable deposit.

Manorial courts today have no official reason to sit, but they are still held up and down the country. The West Midlands has three of the most famous, Henley-in-Arden, Bromsgrove, and Alcester. Bromsgrove meets twice, in spring and autumn. The entire town takes part, with the closure of streets for the procession to the Court Leet and Baron (the manorial courts) where the Lord's officers are appointed. The last recorded court held at Stratford was in 1936.

Bromsgrove hold their annual Manorial Fair and the Lord applies the proceeds to a local charity, recently the Cottage Hospital. His officers process the High Street, visiting the public houses and bakeries and leather shops testing the quality of ale, bread, and leather. They wear magnificent uniforms and carry wands of office.

The Lord of Bromsgrove or his Bailiff, at the May Fair after the Court Leet, entertains the Court to lunch. At the November Court, the Bailiff, who is appointed annually, entertains the Court to dinner.

The operable historic rights associated with their Manor must be legally established by each Lord. Those relating to Stratford in the past were:

The right to hold fairs and markets.

The right to all the usual manorial incidents such as merchets, heriots, wardships, tolls and eschaets but also included unusual ones such as pickage and stallage.

The right to common land.

The right to mines and quarries within the manor.

Fishing rights.

Rights of free warren, free forest and free chase.

Timber rights.

Rights over rivers and waters within the Manor.

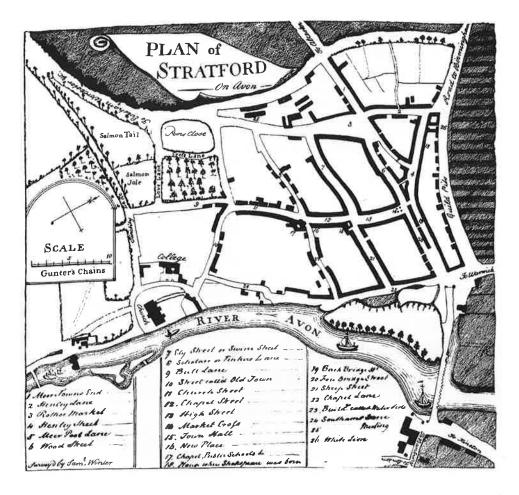
The title of Lord of the Manor may be used in conjuction with the Lord's own name and style ("Mr. , Lord of the Manor of Stratford-upon-Avon"), verbally, on visiting cards, stationery, passports, cutlery, china, heraldically, credit cards, cheque books, legal documents etc. If the Lord of the Manor makes a successful application to the College of Arms for heraldic bearings, it would be possible for his honorific title to be reflected in them. Women can, of course, be Lords of the Manor.

Lords of the Manor are represented by the Manorial Society of Great Britain (founded 1906), whose Governing Council includes the Earl of Onslow, Lord Sudeley, and Sir Colin Cole, Garter Principal King of Arms. For a small annual fee Lords of the Manor may become members of the Manorial Society.

The next Lord of Stratford-upon-Avon will be the most recent in a chain of owners who include a Saint, Kings, Queens, Dukes, a Lord Protector of the Realm and Bishops. He or she will be the steward, as it were, of this immensely important piece of English heritage.

by Robert Smith, B.A., Chairman of the Manorial Society of Great Britain.

HISTORY OF THE MANOR OF STRATFORD-UPON-AVON



The Lordship of the Manor of Stratford-upon-Avon is of great interest and antiquity, predating the Norman conquest by at least 300 years. It is first mentioned as 20 hides of land belonging to Ethelard, sub-King of the Hwiccas, who granted it to Egwin, third Bishop of Worcester (693-714) who founded Evesham Abbey and relinquished his see on becoming the Abbey's first abbot. After Ethelard's death there is some evidence that his brother Oswald forced Abbot Egwin to surrender Stratford to him. Afterwards, the chronicler of Evesham records that the Bishops of Worcester fortiores nobis re-acquired Stratford. Offa and King Beorhtwulf of Mercia confirmed the Bishops' possession of Stratford and granted privileges by charter including "those rights which are the King's".

In the Domesday survey of 1086 the entry for the Manor (see covers of this catalogue) reads in translation: "The same Bishop [of Worcester, Wulfstan, later canonized] holds and held Stratford on Avon. There are 14½ hides. There is land for 31 ploughs. In demesne are 3 ploughs; and 21 villans with a priest and 7 bordars have 28 ploughs. There is a mill worth 10s. and 1,000 eels, and meadow 5 furlongs long and 2 furlongs broad. T[empus] R[egis] E[dwardi] and afterwards it was worth 100s.; now £25."

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In the reign of King Henry II (1154-1189), Bishop Baldwin compiled a register of all his lands (. . .titulus extenta maneriorum Episcopatus Wygornensis) in which Stratford is said to contain 15 hides and one yardland.

King Richard I granted John of Coutances, Bishop of Worcester, on 25 January 1196, the right to hold a weekly market.

The Bishop immediately granted to his burgesses, who were paying 12d. a year for their tenements, the right to attend the market free of toll.

Bishop Mauger who succeeded John confirmed this grant to the burgesses.

In October 1215 Bishop Walter Grey obtained a Royal Charter granting him the right to hold an annual fair, beginning on the "Even of holy Trinity, and to continue for the next two days ensuing".

Bishop William de Bleys obtained another Royal Charter for a fair from King Henry III to be kept on the "Eve of St augustine and on the day and morrow after" (26 May). Sixteen years later, Bishop Walter de Cantilupe obtained a further grant for a fair to be held on the Eve of the Exaltation of the Holy Cross (14 September). Bishop Walter was the son to William Cantilupe and the elder brother of Thomas who was elected Lord Chancellor by the barons, led by Simon de Montfort, who opposed Henry III during the Barons' War in the mid-1260s. Walter also obtained a Charter of Free Warren over his demesne lands in his Lordship of Stratford, given at Merton by Henry III in 1254. In 1269 Bishop Godfrey Giffard obtained a charter for a fair to be held for three days from the eve of Ascension.

Bishop Walter Giffard had Stratford surveyed in 1291 when it was found that the Manor produced an annual income from building rents of 20 shillings for 240 acres of land, 100 shillings from a mill, and 60 shillings from the profits of the Manorial Courts. Eight years later, Stratford yielded an annual income to the Bishop of £57.1s. ½d. He also had a park at Stratford and in 1280 sent out injunctions to his deans throughout the diocese instructing them to excommunicate anyone caught trespassing there.

Bishop Walter de Maidstone received a Charter from Edward II in 1309 for a Thursday market and a fair to begin on the Eve of St Peter and St Paul for 15 days.

The burgesses of Stratford, who had been quit of tolls at the markets and fairs since Bishop John of Coutances's day, found themselves paying from 1333 when Robert de Stratford became vicar of Holy Trinity Church, Stratford. The ostensible reason for charging local people was to meet the costs of paying the town. Robert was born in the town and took his surname from it. He became successively Archdeacon of Canterbury, Bishop of Chichester, and Lord Chancellor of England in the reign of Edward III. His brother, John, became Archbishop of Canterbury.

In 1339 Bishop Wolstan de Braunsford farmed the manor to John de Peto for his life at £60 a year. An arrangement between the parties infringed the King's rights and the manor was temporarily taken into the King's hands. It was restored to the Bishopric in 1372.

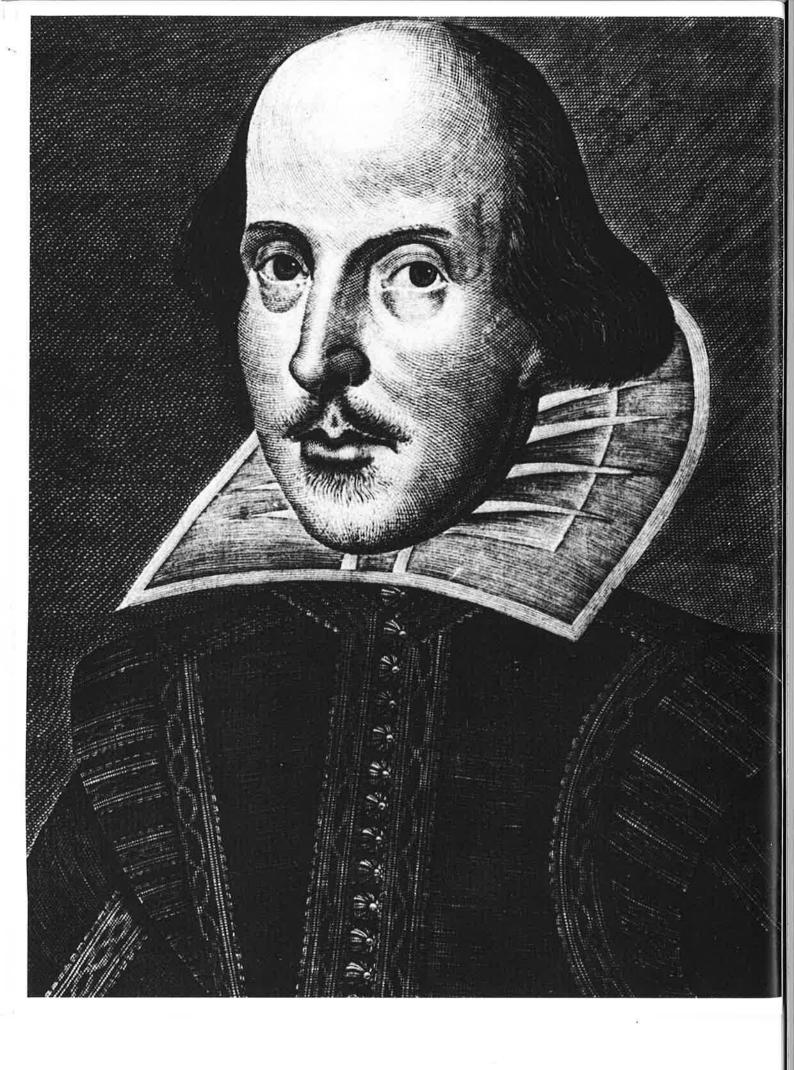
The Bishops of Worcester continued to hold the Manor until 1549 when Bishop Nicholas Heath passed it to John Dudley, Earl of Warwick, Lord Protector to Edward VI, and Duke of Northumberland. On the death in 1553 of Edward VI, Dudley attempted to place his daughter-in-law, Lady Jane Grey, on the throne in place of Princess Mary. With Dudley's attainder and execution in 1554, the Lordship of Stratford seems to have reverted to his wife Jane, who shared the grant with her husband.

On her death, the Lordship of Stratford returned to the Crown and was granted by Queen Mary to the Catholic Hospital of the Savoy. With the accession of Elizabeth I, the Savoy was suppressed and Stratford was granted by the Queen to Ambrose Dudley, the third son of John Duke of Northumberland, who was created Earl of Warwick. In the grant his brother Robert Earl of Leicester, Elizabeth's favourite ("to our beloved Lord Robert Dudley knight of the Garter") was named as residual legatee if his brother died without issue. In the event, Robert predeceased his brother by two years.

Ambrose, Earl of Warwick, died childless in 1590 and Stratford again escheated to the Crown. In 1591 the Queen granted it to Henry Best and John Welles, who conveyed it to Sir Edward Greville, the son of Ludovic Greville of Milcote, Warwickshire. In the 1590s there were several tenancies under the Crown by Peter Greville, Sir Edward's brother, and Peter Cresswell. Greville was still Lord of the Manor in 1609, but in 1610 he conveyed it to Sir Arthur Ingram who sold it on at a profit to the land speculator, Lionel Cranfield. Cranfield attracted the attention of George Villiers, later Duke of Buckingham, James I's favourite. Buckingham married his own kinswoman, Anne Brett, to the rich businessman, and saw to Cranfield's advancement at Court. In 1621, he was created Baron Cranfield and made Lord Treasurer, and in 1622 Earl of Middlesex, but two years later, he quarrelled with Buckingham, was impeached, and retired to his estates, although at his death in 1645 he was buried in Westminster Abbey.

Cranfield was succeeded as Lord of the Manor of Stratford by his son, James, 2nd Earl of Middlesex, on whose death in 1651 the lordship passed to Lionel Cranfield, 3rd Earl of Middlesex, whose only daughter and heir, Lady Frances Cranfield, brought Stratford to her son, Charles Sackville, 6th Earl of Dorset, KG, who was created Baron Cranfield and Earl of Middlesex in 1675 by Charles II, in right of his mother's brother, the last Earl of Middlesex. Lord Dorset was succeeded as Lord of the Manor of Stratford by his son, Lionel, 7th Earl of Dorset, who in 1720 was created Duke of Dorset in addition to his other titles which were: Earl of Dorset, Earl of Middlesex, Baron Buckhurst and Baron Cranfield. He was High Steward (which title was automatically held by the family as well as the Lordship of the Manor) of Stratford from 1708 until his death in 1765 when he was succeeded as Lord of the Manor of Stratford by his son, Charles, 2nd Duke of Dorset, High Steward of Stratford. On his death in 1769 his nephew John Frederick Sackville, 3rd Duke of Dorset and British Ambassador to the Court of Versailles, succeeded him as Lord of the Manor of Stratford. The famous cricket-playing Duke was in Paris during the great upheavals of 1789 and even took over a team of cricketers from his Kent estate at Knole in the forlorn expectation that English sportsmanship would set a good example to the French revolutionaries. The 3rd Duke died in 1799 and was succeeded by his son George Sackville, 4th Duke of Dorset, who died in 1815 in a hunting accident at Dublin, but his mother, Arabella Diana, Dowager Duchess of Dorset, daughter of Sir Charles Cope, Bart, retained a life interest in the Manor after her son's death. She remarried Earl Whitworth who in 1815 was elected High Steward of Stratford. Lord and Lady Whitworth both died in 1825 and under the terms of the 3rd Duke of Dorset's will, his eldest daughter, Lady Mary, wife to the Earl of Plymouth, inherited the Manor.

Lord Plymouth held the title of High Steward of Stratford until his death in 1833 when he was succeeded by George, Earl De La Warr, husband to Lady Elizabeth Sackville, younger daughter of the 3rd Duke of Dorset. Lady Elizabeth's sister remarried to Earl Amherst, but she died without issue in 1864 when her interest in the Lordship of Stratford passed absolutely to her sister, Countess De La Warr. On Countess De La Warr's death in 1870, she left Stratford to her younger son, Mortimer Sackville who was created Baron Sackville by Queen Victoria in 1876 with special remainder to his younger brothers. On Lord Sackville's death in 1888, his brother Lionel, 2nd Baron Sackville, GCMG succeeded him as Lord of the Manor, who died in 1908 unmarried and was succeeded at Stratford by Lionel Edward, 3rd Lord Sackville, the son of his brother, the Hon. William Sackville-West (whose daughter, Victoria [Vita] Sackville-West, a leading light in the 'Bloomsbury Group' of the 1920s, married Sir Harold Nicolson). Lord Sackville died in 1928 and was succeeded at Stratford by his brother Charles, 4th Lord Sackville, KBE CB CMG, on whose death in 1961, Stratford passed to Edward, 5th Baron Sackville, his son, who died in 1965 and was succeeded at Stratford by his cousin Lionel Bertrand, 6th Lord Sackville, who was succeeded by his brother Hugh, 7th Baron, who sold it to the present Lord of the Manor of Stratford.



Shakespeare and Lordships and Manors

E.A.J. Honigmann in *Shakespeare's Impact on his Contemporaries*, 1982, pp.9-10, has identified in *Ratseis Ghost* (1605) a contemporary suggestion that Shakespeare should acquire a lordship.

Ratseis Ghost is "an account of the 'madde Prankes and Robberies' of the famous highwayman, Gamaliel Ratsey, who was executed on 26 March, 1605. The anonymous author tells how Ratsey met with a troupe of players at an inn and asked them to entertain him with music ('let me heare your musicke, for I haue often gone to plaies more for musicke sake, then for action'). A week later he met the same players at another inn, and 'was desirous they should play a private play before him, which they did'. He paid them forty shillings, a generous fee, only to waylay them the next day and demand the return of the forty shillings with interest.

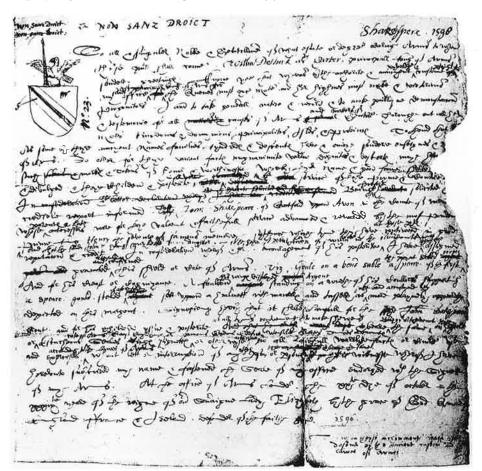
And for you (sirra saies hee to the chiefest of them) thou hast a good presence vpon a stage, me thinks thou darkenst thy merite by playing in the country:] Get thee to London, for if one man were dead, they will have much neede of such a one as thou art. There would be none in my opinion, fitter then thy selfe to play his parts: my conceipt is such of thee, that I durst venture all the mony in my purse on they head, to play Hamlet with him for a wager. There thou shalt learne to be frugall (for Players were neuer so thriftie as they are now about London) & to feed vpon all men, to let none feede vpon thee; to make thy hand a stranger to thy pocket, thy hart slow to performe thy tongues promise: and when thou feelest thy purse well lined, buy thee some place or Lordship in the Country, that growing weary of playing, thy mony may there bring thee to dignitie and reputation: [then thou needest care for no man, nor (sic) not for them that before made thee prowd, with speaking their words vpon the Stage]. Sir, I thanke you (quoth the Player) for this good counsell, I promise you I will make vse of it; for I have heard indeede, of some that have gone to London very meanly, and have come in time to be exceeding wealthy. [And in this presage and propheticall humor of mine, (sayes Ratsey) kneele downe, Rise vp Sir Simon two shares and a halfe: Thou art now one of my Knights, and the first Knight that ever was Player in England.

The passages that I have put in square brackets were omitted by Chambers, who commented only that 'The weary player is more likely to be Alleyn than Shakespeare'. It should be said at once that the weary player must be either Alleyn or Shakespeare, since no other actor had acquired a fortune by 1605. But is he more likely to be Alleyn? Notice that the author gibes twice at thrifty players who have become rich: weary of acting, they can buy some place or lordship in the country; and 'some haue gone to London very meanly' and yet came to be 'exceeding wealthy'. Now it happens that Alleyn was a Londoner born, so why should he 'go to London'? The phrase fits Shakespeare, not Alleyn. And, though Alleyn is remembered as the player who could afford to buy the manor of Dulwich, it was not until 25 October 1605 that he 'took the first step in the purchase of the manor of Dulwich, which was completed by 1614', whereas Ratseis Ghost was entered in the Stationers' Register on 31 May 1605. True, Alleyn had bought leaseholds before 1605; Shakespeare, however, had bought New Place in 1597, and his father had applied for the grant of arms in 1596, so 'some place or Lordship' would be a peculiarly appropriate thrust.''

In his plays Shakespeare makes the following references to manors:

- ''. . .My parks, my walks, my manors that I had Even now forsake me. . .'' (3 $\it Henry~VI,~Act~V.~Sc.2.~lines~24-25)$
- ". . .O, many Have broke their backs with laying manors on 'em. . ." (Henry VIII, Act I. Sc.1. lines 83-4)
- ". . . All pomp and majesty I do forswear; My manors, rents, revenues, I forego. . ." (Richard II, Act IV. Sc.1. lines 211-212)
- ". . .I know a man that had this trick of melancholy, sold a manor for a song. . ." (All's Well that Ends Well, Act III. Sc.2. lines 8-9)

Shakespeare's applications (and there in some evidence that it was he) for a coat of arms on behalf of his father and heirs is a further demonstration of his awareness of honorific titles. There are innumerable references to heraldry in the plays. (Scott-Giles, *Shakespeare's Heraldry*).



The grant of Shakespeare's arms 1596

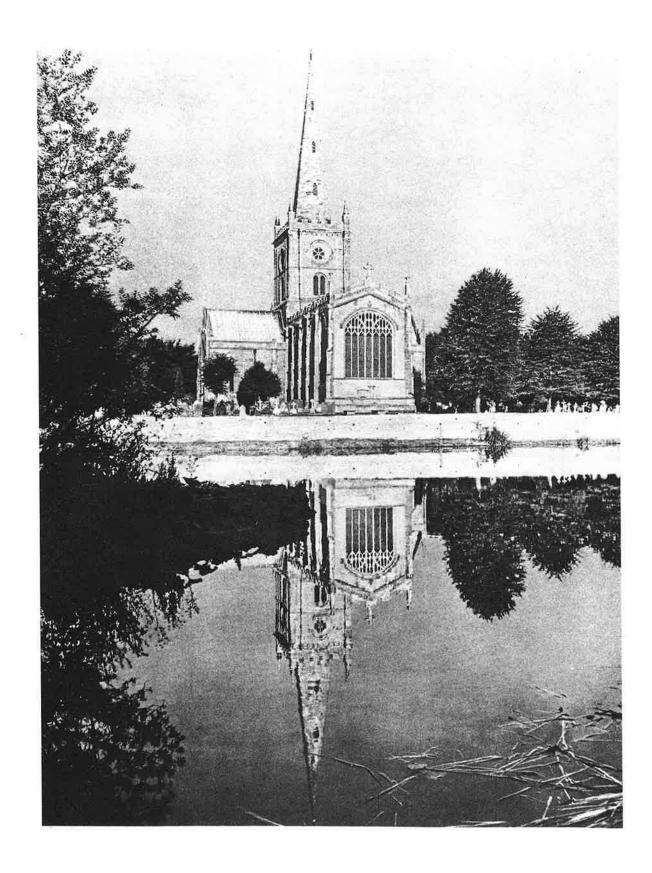
SHAKESPEARE AND STRATFORD



"The story of William Shakespeare's life is a tale of two towns. Stratford bred him; London gave him, literally and figuratively, a stage for his fortune. In an unpretentious market-town he was born and reared in a house which has miraculously survived erosions by time and tourism. Before achieving his majority he took for his bride a local girl past the bloom of youth; she bore him three children, one of whom, the only son, died young. In London, Shakespeare became a common player in plays, then a popular writer of plays—the most popular in his age, although the literati did not universally concur in the valuation; eventually he held shares in his theatrical company which was the foremost in the land. With the pecuniary rewards for the triumphs of his art he invested prudently in dwellings, lands, and tithes. That was in his native Stratford, although he had lodgings in the capital. His last years he passed in a fine house, called New Place, he had purchased in his home town. There, shortly before his death, he drew up a will in which he remembered—in addition to kinordinary folk, Stratford neighbours, as well as the colleagues, his 'fellows', he esteemed most in the King's troupe. He neglected to mention noble lords, although to one he had in early days dedicated two poems. In Stratford, Shakespeare died and was buried. Seven years later his collected plays were printed in a handsome folio volume. That event took place in London, which then, as now, was the centre of the publishing trade in England." (Schoenbaum, William Shakespeare: A documentary Life, p.3).

John Shakespeare, William's father, left Snitterfield and migrated in the mid sixteenth century to Stratford. Having served his apprenticeship and set up business as a glover he became an Alderman and "A majestrat in Stratford upon Avon. A Justice of peace he maryed A Daughter and heyre of Arden and was of good substance and habelite" (Clarenceux-King-of-Arms in 1596). The Arden family are said to have been "lords of Warwick" before the Conquest.

1564 (26 April) William Shakespeare was baptised in Holy Trinity Church in Stratford-upon-Avon. The date of his birth is generally accepted as having been 23 April, presumably at the 'Birthplace' in Henley Street, the property his father acquired in the 1550s. He almost certainly attended the King's New School in Church Street, a quarter of a mile from the family home.

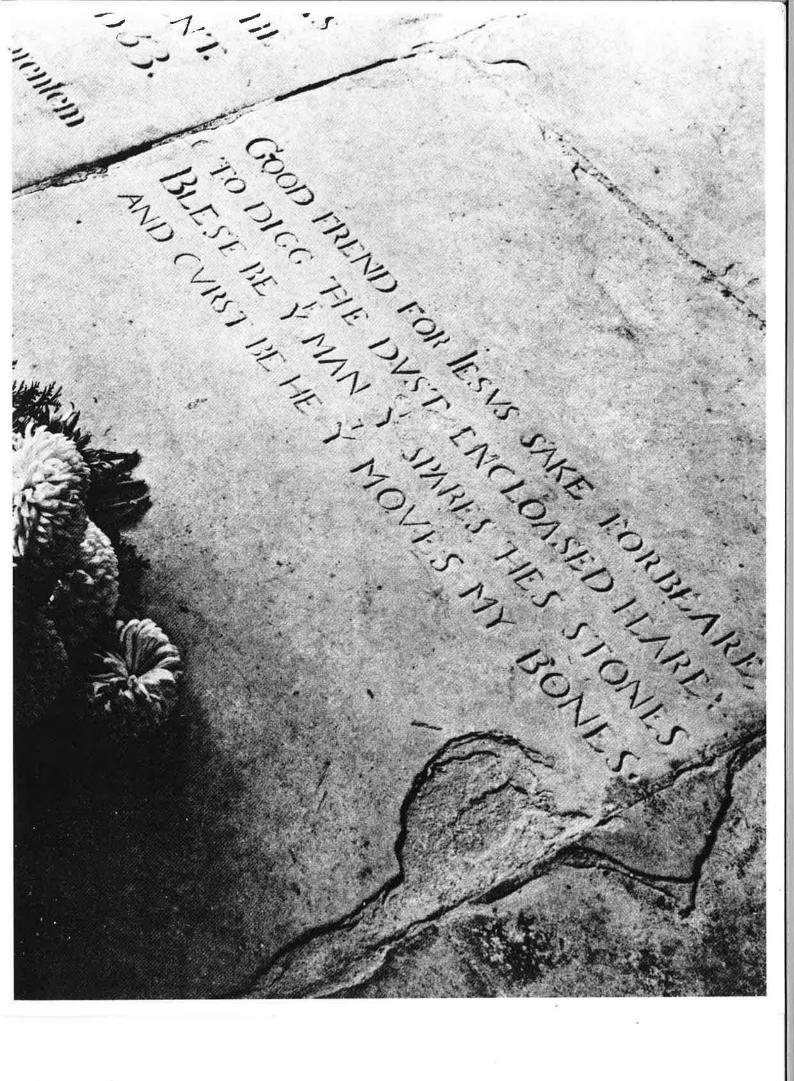


1582	(27 November) Special licence granted by the Bishop of Worcester for "Anne Hathwey of Stratford" to marry William Shakespeare (in another document she is said to be from Temple Grafton).
1583	(26 May) Their daughter Susanna was baptised at Holy Trinity Church in Stratford.
1585	(2 February) Shakespeare's twins Hamnet and Judith baptised at Holy Trinity Church in Stratford.
[1583-158	7 Eight companies of players performed at Stratford including Leicester's, the patron of which was the brother of the Lord of the Manor of Stratford.]
[1585-159	2 Shakespeare's 'Lost Years' during which he is presumed to have been mostly in London, leaving his family in Stratford]
1596	(11 August) Hamnet buried at Holy Trinity Church, Stratford
1596	(20 October) Shakespeare's application for a grant of arms (new application in 1599)
1597	(4 May) Shakespeare bought New Place, the second largest house in Stratford, and the first to have been built with bricks
1598	(4 February) Shakespeare is listed as resident in New Place
[1598-161	6 Shakespeare is cited in records and involved in numerous local transactions and legal cases mostly relating to Stratford]
1601	(8 September) John Shakespeare buried in Holy Trinity Church, Stratford
1602	(1 May) Shakespeare bought $c.1200$ acres of land in Old Stratford from William Coombe
1602	(28 September) Shakespeare bought a quarter of an acre of land adjacent to New Place
1605	(24 July) Shakespeare procured for £440 a half interest in a lease of "Tythes of Corne grayne blade & heye" in Old Stratford, Welcombe and Bishopton along with the small tithes of the whole of Stratford parish. It produced £60 per annum for Shakespeare
1607	(5 June) Marriage of Susanna Shakespeare to Dr John Hall in Holy Trinity Church, Stratford

11 September) Shakespeare made a contribution to repairing the
ighway at Stratford

- 1613 (10 March) When purchasing the gate-house property at Blackfriars in London for £140, Shakespeare is described as "of Stratford Upon Avon in the Countie of Warwick gentleman"
- 1614 Shakespeare is noted as having entertained a preacher at New Place
- 1614-1615 Shakespeare was involved in the Welcombe enclosure case. His name heads the list of "Auncient ffreeholders in the ffields of Oldstratford and Welcombe"
- 1616 (10 February) Shakespeare's daughter Judith married, in Holy Trinity Church, Stratford, to Thomas Quiney, son of Richard Quiney, who had addressed a letter to Shakespeare in 1598 as "my Loveinge good ffrend & countreyman"
- 1616 (26 March) Thomas Quiney was tried for fornication
- 1616 (23 April) William Shakespeare died. In his will of 25 March he is described "of Stratford upon Avon in the countie of Warr[wick] gent." He bequeaths his lands and possessions, mostly in Stratford and largely to Stratfordians. New Place "where in I nowe dwell" is left to his daughter Susanna
- 1616 (25 April) Shakespeare was laid to rest in the chancel of Holy Trinity Church Stratford, near the north wall. According to a report later in the century, they "laid him full Seventeen foot deep, deep enough to Secure him". On the "plaine free stone" was inscribed:

Good frend for Jesus sake forbeare, To digg the dust encloased heare. Blest be y^e man y^t spares thes stones, And curst be he y^t moves my bones.



STRATFORD AND SHAKESPEARE

"One thing more, in reference to this antient Town is observable, that it gave birth and sepulcre to our late famous Poet Will Shakespere", wrote William Dugdale in his *Antiquities of Warwickshire* in 1656.

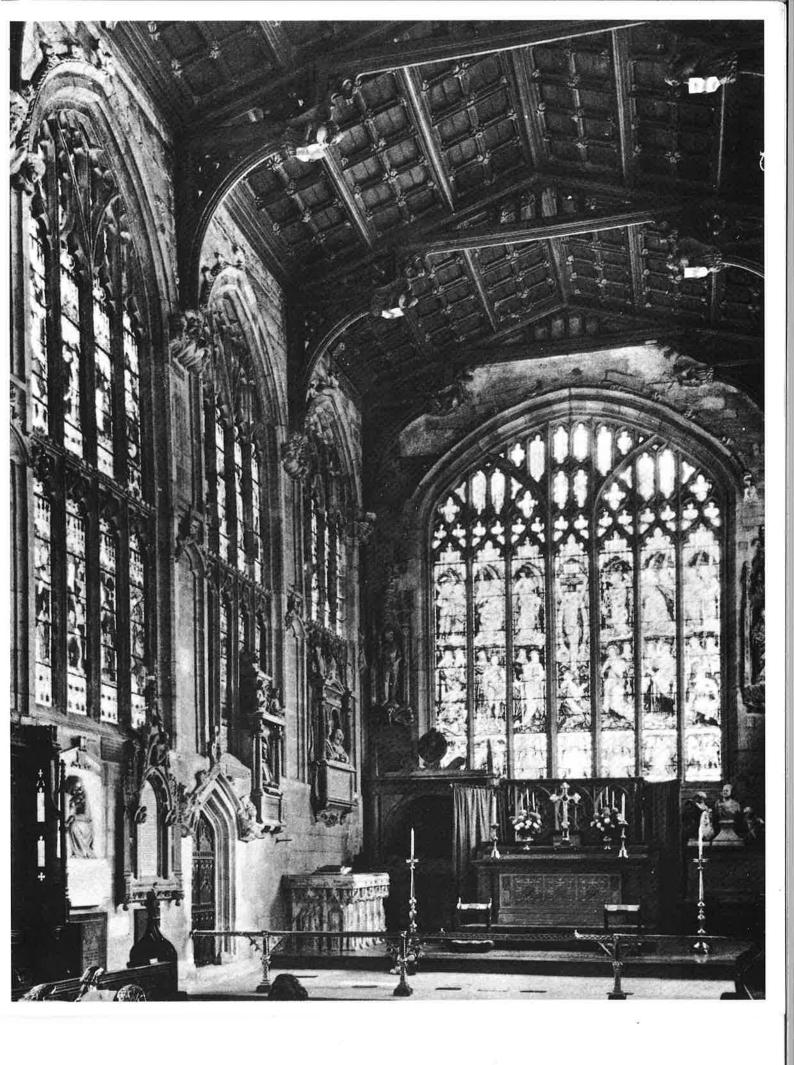
There is evidence that Stratford's principal claim to fame was recognised as early as 1630. Fuller, Aubrey and Rowe recorded local traditions and several 17th- and 18th-century topographers recorded the inscription on the tomb.

When the Rev. Francis Gastrell cut down Shakespeare's mulberry tree in 1759, breeding an industry in souvenirs, and then pulled down New Place he was driven from Stratford "amidst the rage and curses of its inhabitants".

In 1769 David Garrick presented a statue of Shakespeare for a niche in the new Town Hall at Stratford (he received in return the freedom of the borough and a box made from Shakespeare's mulberry tree) and organised the famous Shakespeare Jubilee celebrations. In 1793 the Shakespeare Lodge of Freemasons was founded in Stratford. In 1824 the Shakespearean Club was begun and through royal patronage became the Royal Shakespearean Club six years later. Great festivals were held in 1830 (The Royal Gala Festival) and in 1864 (the Tercentenary) when Handel's *Messiah* was performed.

The first recorded performance of a Shakespearean play in Stratford is of Othello by James Ward at the Town Hall in 1746. John Kemble performed on numerous occasions between 1761 and 1782. In 1826 the Shakespearean Theatre in Chapel Lane was erected, and in 1844 it was renovated and reopened as the New Royal Shakespearean Rooms. The Shakespeare Memorial Association was started in 1874 by Charles Edward Flower who was largely responsible for the first Memorial Theatre, opened in 1879. That was burned down in 1926 and the present theatre was opened in 1932 from funds raised by public subscription worldwide, of which £126,000 was contributed from America. The Childs Fountain and Clock Tower were gifts of George W. Childs of Philadelphia in 1887.

Other than the theatre, Stratford has capitalised on Shakespeare's Birthplace, Holy Trinity Church, New Place and Anne Hathaway's cottage (to name only the most obvious) and has become, through its connection with Shakespeare, the central cultural and tourist shrine in Europe, receiving millions of visitors each year.



DOCUMENTS ASSOCIATED WITH THE MANOR

Documents ranging in dates from 1301-1937 (many in non-continuous series) comprising: Ministers' accounts, Comptus rolls, Court books and rolls, Views of Frankpledge, Rentals, Presentments, Close Rolls, Patent Rolls, Estreats, Orders, Accounts, Minutes, Appointments, Deputations, Stewards' papers, Records of courtsleet, Bailiffs' accounts, Settlements, Deeds of Trust, Extents and Miscellaneous papers are to be found in the following repositories: Public Record Office, Shakespeare Birthplace Trust Record Office, The Folger Shakespeare Library, Warwick Record Office, Kent Archive Office, Hereford and Worcester Record Office, British Library, National Register of Archives and Berkeley Castle.

A comprehensive listing of these records is available on request.

Purchasers should satisfy themselves about any rights to these documents.

BIBLIOGRAPHY

W. Dugdale, Antiquities of Warwickshire, 1656

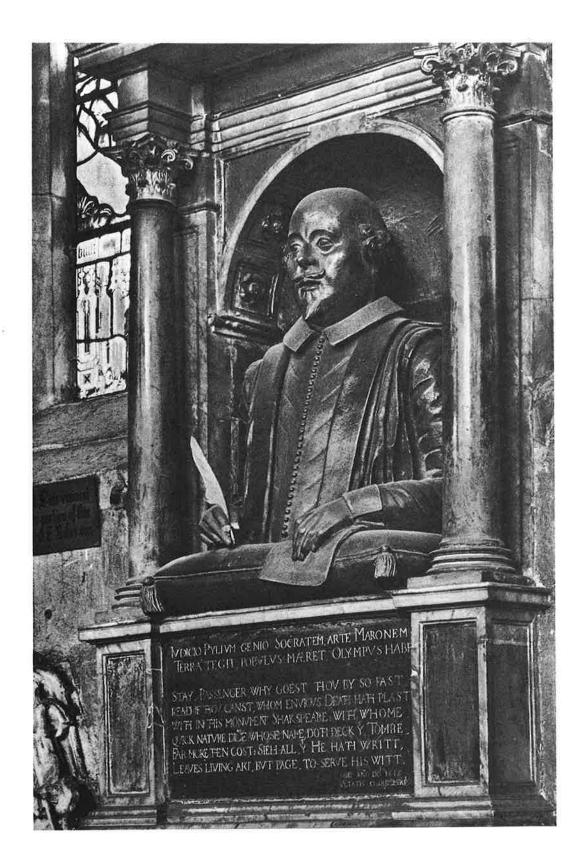
Domesday Book, Alecto Historical Editions, publishers of the official facsimile of the Domesday Book

- F.E. Halliday, Shakespeare and his World, 1976
- E.A.J. Honigmann, Shakespeare's Impact on his Contemporaries, 1982
- C.W. Scott-Giles, Shakespeare's Heraldry, 1971
- S. Lee, Stratford-on-Avon, 1890
- S. Schoenbaum, William Shakespeare, A documentary life, 1975
- S. Schoenbaum, William Shakespeare, records and images, 1981
- E.K. Chambers, William Shakespeare, 2 vols., 1930

The Victoria County History of the County of Warwick, Vol.III., 1945, pp.221-282

Shakespeare's Works

Estimate in the region of £250,000



ACKNOWLEDGMENTS

We are extremely grateful to Robert Smith, Chairman of the Manorial Society of Great Britain for his contribution 'History of Lordships of the Manor' in this catalogue and for his help and advice in general.

On the upper and lower cover folio 238 (verso) of the Warwickshire section of the Domesday Book is reproduced by kind permission of Alecto Historical Editions, publishers of the official facsimile of the Domesday Book.

Photographs on pages 16, 19, 21 and 23 are by Edwin Smith.

Important information for buyers

LOT 288 IS OFFERED SUBJECT TO THE SPECIAL CONDITIONS OF BUSINESS AND CONDITIONS OF SALE SET OUT ON THE ENCLOSURE AND TO THE RESERVE.

Sotheby's Card

A Sotheby's identification card has been issued to regular buyers. Please bring this with you to all auctions to simplify the paddle registration process detailed below.

Absentee Bids

If instructed we will execute bids and advise intending purchasers. This service is free. Lots will always be bought as cheaply as is allowed by such other bids and reserves as are on our books. In the event of identical bids, the earliest will take precedence. Always indicate a 'top limit' – the amount to which you would bid if you were attending the auction yourself. 'Buy' or unlimited bids will not be accepted.

Orders, when placed by telephone, are accepted only at the sender's risk and must be confirmed before the sale by letter, telex or fax. Fax number for bids only: (071) 495 8255.

To ensure a satisfactory service to bidders, we urge you most strongly to send bids so that we receive them at least 24 hours before the sale.

Paddle Bidding

To assist the progress of the sale, all intending buyers are asked to collect a bidding paddle before the commencement of selling. All intending purchasers who do not have a Sotheby's card should bring with them some means of identification.

The numbered paddle may be used to indicate your bids to the auctioneer during the sale. Should you be the successful buyer of any lot, please ensure that your bid paddle can be seen by the auctioneer and that it is your number that is called out. Should there be any doubts as to price or buyer, please draw the auctioneer's attention to it immediately.

All lots sold will be invoiced to the name and address given against the issue of the numbered bid paddles and cannot be transferred to other names and addresses. Please do not mislay your paddle; in the event of loss, inform the Sales Clerk. At the end of the sale please return your paddle to the registration desk. This system does not apply to order bidders.

Advice to Bidders

Further advice to bidders and purchasers follows the bidding slip printed after the last lot in this sale.

Buyers' Premium

A buyers' premium of 10% of the hammer price is payable by the buyers of all lots, together with VAT on such premium. Where indicated by a dagger in the catalogue, VAT is payable on the hammer price.

Pre-sale Estimates

The pre-sale estimates are intended as a guide for prospective purchasers. Any bid between the listed figures would, in our opinion, offer a fair chance of success. However all lots, depending on the degree of competition, can realise prices either above or below the listed estimates.

It is always advisable to consult us nearer the time of sale as estimates can be subject to revision.

Expert Advice

Sotheby's experts and Client Service representatives are available during our pre-sale viewing times and by appointment to advise prospective bidders on particular objects or on any aspect of the auction procedure.

Storage Charges

Items not collected within five working days (Saturdays included) of the sale will be liable to storage charges.

Methods of Payment

Payment should preferably be made by telegraphic transfer direct to Sotheby's account at:—

Midland Bank plc 129 New Bond Street London W1A 2AA Account No. 01099833

Please include your name, account number and invoice number with your instructions to the bank.

Alternative methods of payment which will enable immediate clearance of purchases include cash, bankers drafts and debit cards (such as Switch and Barclays Connect). Although personal and company cheques are accepted, buyers are advised that property will not be released until such cheques have cleared.

Purchases will be despatched as soon as possible upon receipt of your written despatch instructions, full payment for the lots you have bought and any export licences, BADA certificates etc. that may be required. Despatch will be at the buyer's expense. Estimates and advice on all methods of despatch can be provided upon request and enquiries should be marked for the attention of Sotheby's Export Department.

Insurance cover will be arranged unless otherwise specified and will be at the buyer's expense.

Methods of despatch

AIR POST. Providing your purchase does not exceed the size and weight stipulated by the postal authorities and we feel that the item is of a suitable nature, Sotheby's will arrange for the packing and despatch of your purchase worldwide. Purchasers of books are advised to obtain estimates prior to the despatch of lots containing numerous or extremely large volumes in order to ascertain the most economical method of despatch.

SURFACE POST. Despatch as for Air Post, often at a cheaper rate but, Surface Post takes considerably longer to arrive at the required destination.

DATAPOST. Despatch as for Air and Surface Post. Although quicker, this method is more expensive.

ROAD. This method is available for many destinations in Europe and is suitable for larger items which cannot be despatched via Air or Surface Post. Despatch is arranged by Sotheby's nominated shipper who will ensure that all items are adequately packed.

AIRFREIGHT. This method is suitable for the despatch of *all items* worldwide. Despatch is arranged by Sotheby's nominated shipper (unless otherwise specified). Quotations for despatch by Airfreight are obtainable upon request from Sotheby's Export Department in London.

SEAFREIGHT. Often more economical for larger consignments, furniture etc. outside Europe. Despatch is arranged by Sotheby's nominated shipper (unless otherwise specified). Quotations for despatch by Seafreight are obtainable upon request from Sotheby's Export Department in London

LofM.7/90

Applications for Export Licences

Sotheby's will arrange for the relevant export licence application upon request, on condition that the licenced items are

then exported by Sotheby's nominated shipper.

Export licences can usually be obtained within 3-5 weeks but it can take much longer due to factors outside Sotheby's control. As of 14th February 1990, specific export licences are now required for the following items which are 50 years old or more:

Paintings in oil or tempera valued at £40,000;

Other items valued at £20,000 or more: therefore any items having a value of less than £20,000 will not require a specific export licence unless the items in question fall into the following categories 3-9.

3 Archives, documents or manuscripts (other than purely printed matter); printed matter annotated with manuscript marginalia; architectural, scientific or engineering

drawings produced by hand, irrespective of value;

- 4 Articles which have been recovered at any time from the soil of the United Kingdom or from the bed of any lake, river, stream or other area of water, or from the bed of the sea within United Kingdom Territorial Waters other than,
 - i) coin, or

ii) articles which have been buried or concealed for a period of less than 50 years.

- 5 Illuminated Manuscripts in Arabic, Persian, Turkish, Urdu and other oriental languages, miniature paintings with text by Persian, Indian and other Eastern artists, whether in or extracted from books or albums; manuscript books of hours; missals; psalters; antiphoners and graduals, irrespective of value:
- 6 Portraits or other articles consisting of or including a representation of the likeness of any British historical personage (other than photographs) valued at £5,000 or more; these require either a specific export licence or a certificate from the Director of the National Portrait Gallery or the Keeper of the Scottish National Portrait Gallery.
- 7 Textiles (excluding carpets and tapestries), clothing and footwear valued at £5,000 or more; these require a specific export licence or a certificate from the Director of the Victoria and Albert Museum.
- 8 Arms and armour which are valued at £5,000 or more;
- 9 Photographic positives and negatives valued at £500 or more;

FIREARMS

Firearms which are less than 100 years old, irrespective of value; Firearms which are 100 years old or more and valued at £5,000 or more:

Shotguns may be collected by an overseas buyer on condition that he has not been in the United Kingdom for more than a total of 30 days during the previous 12 month period. A passport or similar documentary evidence must be produced to Sotheby's if items are collected by the purchaser or his authorised agent.

ENDANGERED SPECIES

Items made of or incorporating animal material such as ivory; whale bone; tortoiseshell etc., irrespective of age or value, require a specific licence from the Department of The Environment, prior to exportation. Sotheby's suggests that buyers check their local government department regarding the importation of such items.

Important information for sellers

Catalogues and Price Lists

These can be obtained on Annual Subscription from our Catalogue Subscription Department, 34-35 New Bond Street, London W1A 2AA. Telephone: (071) 408 5129 or 408 5458. Catalogues may also be purchased from our catalogue desk at the above address.

Terms of Sale by Auction

VENDORS' COMMISSION ON NEW BOND STREET SALES

A commission of 10% is payable by the vendor on the hammer price of lots sold for £1,000 or more (15% up to £999), with the exception of the following:

Books, Maps and post-Medieval manuscripts – 10% on lots sold for £2000 or more (15% up to £1999).

Wine (per consignment) – 10% for lots sold for £500 or more (15% up to £499).

Coins, Medals and Militaria; Postage Stamps – 15% throughout. Veteran and Vintage Cars (excluding entry fee) – 10% throughout.

A minimum commission of £60 will be charged on all Paintings, Drawings, Prints and Furniture and £40 on all other lots with the exception of the following:—

Coins, Medals and Militaria – £15

Postage Stamps and General Book Sales – Nil Wine minimum consignment commission – £30

INSURANCE

The rate of premium payable by the vendor is 1% of the hammer price of both sold and unsold lots. VAT is payable on insurance by all vendors.

VAT

Commission, illustrations and advertising are subject to VAT for UK residents and those residents of EEC countries who are not registered for VAT.

Payment of Sale Proceeds

Vendors will receive the sale proceeds one month after the sale subject to all such settlements being made in accordance with our Conditions of Business, available on request.

Payment is made by a Sterling cheque. We are normally happy, however, to make payments (and to quote reserves) in the currency of the vendor's choice. Also, if requested, we will buy currency forward at the rate of exchange prevailing on the next working day after the date of sale.

Property for inspection and valuation

Sotheby's will be pleased to give valuations and guidance regarding property brought in for inspection and/or sale by auction. This service is free of charge and is available on week days between 9.00 am and 4.30 pm.

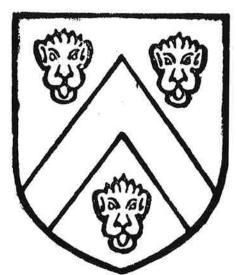
We will inspect properties and advise owners who wish to sell at auction without charge. In certain instances however it may be necessary to charge out of pocket and travelling expenses.

Written valuations

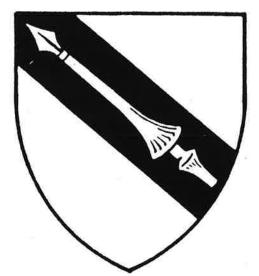
The provision of written valuations for Insurance, Inheritance Tax (Probate), Sale by Private Treaty, or other purposes, is an important part of Sotheby's service. Valuations can be arranged through any of our International offices or salerooms in London, Billingshurst or Chester.

Valuation fees vary according to the nature and amount of work to be undertaken, but will always be highly competitive.

LOT 288 IS OFFERED SUBJECT TO THE SPECIAL CONDITIONS OF BUSINESS AND CONDITIONS OF SALE SET OUT ON THE ENCLOSURE AND TO THE RESERVE.



The arms of Stratford-upon-Avon



The arms of William Shakespeare

The ept cen' tenut Strastoroe. Ibi. xiii. hise/dimis., Tra. e. 20001. car. In sonio sunt. iii. car. 7 2001. uith cuptro 7 ui. bord hot accom. car. Ibi molin se 20. sot. mille anguitt. 7 pai. 4 gc tg. 711 gc lat.

T. B. E. 7 post. ualurt. c. sold. Moso. 2001. lit.

This lot is offered subject to the special conditions of business, and conditions of sale, set out in the enclosure, and to the reserve

PLEASE SEE IMPORTANT INFORMATION FOR BUYERS AND SELLERS PRINTED IN THE BACK OF THIS CATALOGUE

Expert in Charge: Roy Davids (071) 408 5287

Conditions of business relating to Lot 288

Sotheby's carries on business (whether with actual or prospective buyers and sellers or consignors requiring inspection, appraisal or valuation of property or persons reading catalogues, or otherwise) in relation to Lot 288 on the following terms and conditions and on such other terms, conditions and notices as may be set out in or incorporated into any relevant catalogue. The definitions of words and phrases with special meanings appear in Condition 26.

Conditions Mainly Concerning Buyers

The Buyer; Agency to sign Contract

1. The highest bidder shall be the buyer at the 'hammer price' and any dispute shall be settled at the auctioneer's absolute discretion. Every bidder shall be deemed to act as principal unless there is in force a written acknowledgement by Sotheby's that he acts as agent on behalf of a named principal. Sotheby's shall be the agent of the buyer for the purpose only of signing the Memorandum of Contract in relation to Lot 288 on behalf of the buyer.

Minimum Increment

2. The auctioneer shall have the right to refuse any bid which does not exceed the previous bid by at least 5 per cent or by such other proportion as the auctioneer shall in his absolute discretion direct.

The Premium

3. The buyer shall pay to Sotheby's a premium of 10% on the 'hammer price' together with Value Added Tax at the standard rate on the premium and agrees that Sotheby's, when acting as agent for the seller, may also receive commission from the seller in accordance with Condition 12 or 17.

Currency Converter

4. A currency converter will be operated at some auctions but only for the guidance of bidders. Sotheby's will not accept any responsibility in the event of error on the currency converter whether in the foreign currency equivalent of bids in pounds sterling or otherwise.

Payment

5. Immediately a lot is sold the buyer shall:-

(a) give to Sotheby's his name and address and, if so requested, proof of identity; and (b) pay to Sotheby's a part payment comprising 20% of the hammer price and the buyer's premium, together with VAT thereon (if applicable). The balance of the 'total amount due' shall be payable to Sotheby's on completion in accordance with the attached Special Conditions relating to Lot 288.

6. Any payments by a buyer to Sotheby's may be applied by Sotheby's towards any sums owing from that buyer to Sotheby's on any account whatever without regard to any directions of the buyer or his agent, whether express or implied.

Title

7. The ownership of the lot purchased shall not pass to the buyer until he has made payment in full to Sotheby's of the 'total amount due'.

Remedies for Non Payment

- 8. If any lot is not paid for in full in accordance with Condition 5, or if there is any other breach of any of the Conditions, Sotheby's as agent of the seller shall, at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following rights and remedies:—
- (a) to proceed against the buyer for damages for breach of contract;
- (b) to rescind the sale of that or any other lots sold to the defaulting buyer at the same or any other auction;
- (c) to resell the lot or cause it to be resold by public auction or private sale and the defaulting buyer shall pay to Sotheby's any resulting deficiency in the 'total amount due' (after deduction of any part payment and additional resale costs) and any surplus shall belong to the seller;
- (d) to remove, store and insure the lot at the expense of the defaulting buyer and, in the case of storage, either at Sotheby's premises or elsewhere;
- (e) to charge interest at a rate not exceeding 1.5% per month on the 'total amount due' to the extent it remains unpaid for more than 10 working days after its due date;
- (f) to retain that or any other lot sold to the same buyer at the same or any other auction and release it only after payment of the 'total amount due';
- (g) to reject or ignore any bids made by or on behalf of the defaulting buyer at any future auctions or obtain a deposit before accepting any bids in future;
- (h) to apply any proceeds of sale then due or at any time thereafter becoming due to the defaulting buyer towards settlement of the 'total amount due' and to exercise a lien on any property of the defaulting buyer which is in Sotheby's possession for any purpose.

Buyer's Responsibility for Lots Purchased

9. Any buyer will be deemed to have satisfied himself that the lot is in accordance with the description given in the catalogue and none of Sotheby's, its servants, agents and the seller is responsible to the buyer for any errors of description and all express or implied warranties, statutory or otherwise, are hereby excluded.

Conditions of business relating to Lot 288

Conditions Mainly Concerning Sellers and Consignors

Warranty of Title and Availability

10. (a) The seller warrants to Sotheby's and to the buyer that he is the true owner of the property or is properly authorised to sell the property by the true owner and is able to transfer good and marketable title to the property free from any third claims.

(b) The seller of property not held by Sotheby's on its premises or under its control, warrants and undertakes to Sotheby's and the buyer that the property will be available and in a deliverable state on demand by the buyer.

(c) The seller will indemnify Sotheby's, its servants and agents and the buyer against any loss or damage suffered by either in consequence of any breach of (a) or (b) above on the part of the seller.

Reserves

11. The seller shall be entitled to place prior to the auction a reserve on any lot, being the minimum 'hammer price' at which that lot may be treated as sold. A reserve once placed by the seller shall not be changed without the consent of Sotheby's. Sotheby's may at their option sell at a 'hammer price' below the reserve but in any such cases the sale proceeds to which the seller is entitled shall be the same as they would have been at the reserve. Where a reserve has been placed, only the auctioneer may bid on behalf of the seller.

Authority to Deduct Commission and Expenses

12. The seller authorises Sotheby's to deduct commission at the 'stated rate' and 'expenses' from the 'hammer price' and acknowledges Sotheby's right to retain the premium payable by the buyer in accordance with Condition 3.

Payment of Sale Proceeds

13. If the buyer fails to pay to Sotheby's the 'total amount due' within 3 weeks after the auction. Sotheby's will endeavour to notify the seller and take the seller's instructions as to the appropriate course of action and, so far as in Sotheby's opinion is practicable, will assist the seller to recover the

'total amount due' from the buyer. If the circumstances do not permit Sotheby's to take instructions from the seller, the seller authorises Sotheby's at the seller's expense to agree special terms for payment of the 'total amount due', to settle claims made by or against the buyer on such terms as Sotheby's shall in its absolute discretion think fit, to take such steps as are necessary to collect moneys due by the buyer to the seller and if necessary to rescind the sale and refund money to the buyer.

Charges for Withdrawn Lots

14. Where a seller cancels instructions for sale, Sotheby's reserves the right to charge a fee of 20% of Sotheby's then latest estimate or middle estimate of the auction price of the property withdrawn, together with Value Added Tax thereon and 'expenses' incurred in relation to the property.

Rights to Photographs and Illustrations

15. The seller gives Sotheby's full and absolute right to photograph and illustrate any lot placed in its hands for sale and to use such photographs and illustrations and any photographs and illustrations provided by the seller at any time at its absolute discretion (whether or not in connection with the auction).

Unsold Lot

16. Where any lot fails to sell, Sotheby's shall notify the seller accordingly. The seller shall make arrangements either to reoffer the lot for sale or to pay the reduced commission under Condition 17 and 'expenses'. If such arrangements are not made within 3 months of notification, Sotheby's shall have the right to sell the lot at public auction without reserve and to deduct from the 'hammer price' any sum owing to Sotheby's including (without limitation) the 'expenses' of both auctions, reduced commission under Condition 17 in respect of the first auction as well as commission at the 'stated rates' on the sale and all other reasonable expenses before remitting the balance to the seller or, if he cannot be traced, placing it in a bank account in the name of Sotheby's for the seller.

17. Sotheby's reserves the right to charge commission up to one half of the 'stated rates' calculated on the 'bought-in-price' and in addition 'expenses' in respect of any unsold lots.

Conditions of business relating to Lot 288

General Conditions and Definitions

- 18. Sotheby's sells as agent for the seller (except where it is stated wholly or partly to own any lot as principal) and as such is not responsible for any default by seller or buyer.
- 19. Any representation or statement by Sotheby's, in any catalogue as to authorship, attribution, genuineness, origin, date, age, provenance, condition or estimated selling price is a statement of opinion only. Every person interested should exercise and rely on his own judgement as to such matters and neither Sotheby's nor its servants or agents are responsible for the correctness of such opinions.
- 20. Whilst the interests of prospective buyers are best served by attendance at the auction, Sotheby's will if so instructed execute bids on their behalf, neither Sotheby's nor its servants or agents being responsible for any neglect or default in doing so or for failing to do so.
- 21. Sotheby's shall have the right, at its discretion, to refuse admission to its premises or attendance at its auctions by any person.
- 22. Sotheby's has absolute discretion without giving any reason to refuse any bid, to divide any lot, to combine any two or more lots, to withdraw any lot from the auction and in case of dispute to put up any lot for auction again.
- 23. (a) Any indemnity under these Conditions shall extend to all actions, proceedings, costs, expenses, claims and demands whatever incurred or suffered by the person entitled to the benefit of the indemnity.
- (b) Sotheby's declares itself to be a trustee for its relevant servants and agents of the benefit of every indemnity under these Conditions to the extent that such indemnity is expressed to be for the benefit of its servants and agents.
- 24. Any notice by Sotheby's to a seller, consignor, prospective bidder or buyer may be given by first class mail or airmail and if so given shall be deemed to have been duly received by the addressee 48 hours after posting.

- 25. These Conditions shall be governed by and construed in accordance with English law. All transactions to which these Conditions apply and all matters connected therewith shall also be governed by English law. Sotheby's hereby submits to the exclusive jurisdiction of the English courts and all other parties concerned hereby submit to the non-exclusive jurisdiction of the English courts.
- 26. In these Conditions:-
- (a) 'catalogue' includes any advertisement, brochure, estimate, price list and other publication;
- (b) 'hammer price' means the price at which a lot is knocked down by the auctioneer to the buyer;
- (c) 'total amount due' means the 'hammer price' in respect of the lot sold together with any premium, Value Added Tax chargeable and additional charges and expenses due from a defaulting buyer under Condition 8, in pounds sterling;
- (d) 'sale proceeds' means the net amount due to the seller being the 'hammer price' of the lot sold less commission at the 'stated rates' and 'expenses' and any other amounts due to Sotheby's by the seller in whatever capacity and howsoever arising;
- (e) 'stated rates' means Sotheby's published rates of commission for the time being and Value Added Tax thereon;
- (f) 'expenses' in relation to the sale of any lot means Sotheby's charges and expenses for insurance, illustrations, special advertising, packing and freight of that lot and any Value Added Tax thereon;
- (g) 'bought-in-price' means 5 per cent more than the highest bid received below the reserve.
- 27. The headings in these Conditions do not form part of the Conditions but are for convenience only.
- **28.** These Conditions shall apply, mutatis mutandis, to any sale by private treaty arranged by or through the agency of Sotheby's.

Special Conditions of Sale relating to Lot 288

- 1. The Lordship of the Manor is sold subject to: (a) the following Conditions, (b) Sotheby's Conditions of Business for Lot 288 as set out or enclosed in the catalogue dated 19 July 1990 published by Sotheby's in respect thereof and (c) The Law Society's General Conditions of Sale (1984 Revision) to the extent that the latter Conditions of Sale are not inconsistent with any of the following Conditions, the said Conditions of Business or any additional special conditions notified to the buyer prior to the sale, and to such extent shall be deemed incorporated herein.
- 2. The deposit shall be 20 (twenty) per cent of the hammer price plus value added tax thereon (if applicable) and shall be payable to Sotheby's of 34-35 New Bond Street, London WC1A 2AA ("Sotheby's") as agent for the seller upon fall of the hammer, together with an amount equal to 10 (ten) per cent of the hammer price (constituting the buyer's premium) plus value added tax thereon.
- 3. Completion of the sale shall occur as soon as possible following delivery of an Abstract of Title to the buyer, but shall be no later than 6 August 1990. Completion shall take place at the offices of Watterson Todman of 133 Promenade, Cheltenham, Gloucestershire ("the Seller's Solicitors"). Upon completion, the balance of the 'total amount due' (as defined in Sotheby's said Conditions of Business) shall be payable by telegraphic transfer to Sotheby's as agent for the seller in accordance with the relevant provisions of the said catalogue, against confirmation of receipt of which the buyer shall take delivery of the relevant title deeds.
- 4. The buyer shall accept such information (if any) as may appear in any books and records of the Lordship of the Manor as mentioned in the relevant sale particulars as to the nature of constituents, customs, extent and boundaries thereof as sufficient and conclusive evidence of all such matters without requiring any further information or evidence in relation to the said matters or any of them. The manorial documents as deposited in archives and other places as stated in the sale particulars are on permanent deposit and are not included in the sale. The said books and records may be inspected by the intending buyer at any time prior to the sale by appointment as set out in the sale particulars and no objection shall be found upon the fact (if such be the case) that the said books and records contain any information or defective information in regard to any of the

said matters or upon the fact that any books or records are not forthcoming or have been misdescribed in the sale particulars and each buyer shall be deemed to have inspected the said books and records prior to the sale and to have satisfied himself as to the identity description and contents etc. of the same.

- 5. The Lordship of the Manor is sold:
- (a) subject to the Conditions laid down in the Statutory Instrument 1959 No. 1399, 1963 No. 976, and 1967 No. 963 relating to the movement preservation and safe keeping of Manorial documents and
- (b) together with all such rights and liabilities as may be appertaining thereto and the buyer of the Lordship of the Manor shall not be entitled to raise any objection to or requisition on the fact that the seller has no information on or knowledge of such rights and liabilities as may appertain thereto.
- 6. The sale to the buyer shall specifically exclude all commons wastes and other land appertaining to the Lordship of the Manor other than the Lordship itself and shall further specifically exclude all documents appertaining to the Lordship of the Manor or otherwise except for the examined Abstract of Title to be deduced and the Conveyance to the buyer.
- 7. The seller shall not be required to show the boundaries extent nature or constituents of the Lordship of the Manor or the rights and liabilities appertaining thereto (if any) or to furnish any other evidence or information in relation thereto than may appear from the manorial books and records (if any) or elsewhere and no objection shall be taken on account of any such books or records being defective or wanting.
- 8. For the purposes of the Law Society's Conditions of sale:-1(b) the Contract rate is 5% above the base rate of Barclays Bank Plc from time to time
- 21(5)(a) the latest time is $2.30 \,\mathrm{pm}$
- 9. Title shall commence with a Vesting Deed of 20th March 1926 between the Honourable Nigel Christopher Walsh and Thomas Sutton Timmis (1) and the Right Honourable Lionel Edward Baron Sackville (2). An Abstract of Title will be available for inspection during normal office hours at the offices of the Seller's Solicitors and at the offices of Sotheby's and the buyer shall not be entitled to raise any requisition on or make any objection to the seller's title after signature of the Memorandum of Contract.

Documents Associated with the Manor

(not included in Lot 288)

Documents ranging in dates from 1301-1937 (many in non-continuous series) comprising: Ministers' accounts, Comptus rolls, Court books and rolls, Views of Frankpledge, Rentals, Presentments, Close Rolls, Patent Rolls, Estreats, Orders, Accounts, Minutes, Appointments, Deputations, Stewards' papers, Records of courtsleet, Bailiffs' accounts, Settlements, Deeds of Trust, Extents and Miscellaneous papers are to be found in the following repositories: Public Record Office, Shakespeare Birthplace Trust Record Office, The Folger Shakespeare Library, Warwick Record Office, Kent Archive Office, Hereford and Worcester Record Office, British Library, National Register of Archives and Berkeley Castle.

A comprehensive listing of these records is available upon request.

These documents are not included in the sale.

BIBLIOGRAPHY

W. Dugdale, Antiquities of Warwickshire, 1656

Domesday Book, Alecto Historical Editions, publishers of the official facsimile of the Domesday Book

F.E. Halliday, Shakespeare and his World, 1976

E.A.J. Honigmann, Shakespeare's Impact on his Contemporaries, 1982

C.W. Scott-Giles, Shakespeare's Heraldry, 1971

S. Lee, Stratford-upon-Avon, 1890

S. Schoenbaum, William Shakespeare, A documentary life, 1975

S. Schoenbaum, William Shakespeare, records and images, 1981

E.K. Chambers, William Shakespeare, 2 vols., 1930

The Victoria County History of the County of Warwick, Vol.III., 1945, pp.221-282

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Sale Title:

Sotheby's

LORDSHIP OF THE MANOR OF STRATFORD ON AVON

Date:

Code: 19th July, 1990

Sale No.

Please bid on my behalf at the above sale for Lot 288 up to the price mentioned below. This bid is to be executed as cheaply as is permitted by other bids or reserves. I agree to comply with the Notices, Conditions of Business and Conditions of Sale printed in the Catalogue for Lot 288 and in the enclosure to that catalogue, which I acknowledge I have read. I understand that in the case of a successful bid, a premium of 10% will be payable by me on the hammer price and VAT on the premium and, if indicated by a dagger† in the catalogue, VAT on the hammer price.

LOT NO.	TITLE OR DESCRIPTION	£ BID PRICE (EXCLUDING PREMIUM)
288		

PLEASE CHECK YOUR BID

PLEASE USE BLOCK LETTERS Full Name Telephone No. PLEASE POST TO: Bid Department 34-35 New Bond Street, London W1A 2AA Signed_

Memorandum of Contract

I ,,	
of	
hereby acknowledge that I have today agree	ed to purchase the property described as
Lot 288 in the catalogue dated 19 July 1990	O entitled "The Lordship of the Manor of
Stratford-upon-Avon" for the sum of £	and having paid to
Sotheby's the sum of \pounds	as a deposit and part payment of
the hammer price and the sum of $\mathfrak L$	as the buyer's premium
(inclusive of VAT) I HEREBY AGREE to p	ay the balance of the hammer price as set
out below, and to complete the purchase, i	n accordance with the Conditions set out
in Appendices 1 and 2 hereto.	
The purchase agreement shall be governed	by English law.
Dated	July 1990
Hammer price	£
Buyer's Premium	£
VAT on Buyer's Premium	£
Less Deposit money (20% of hammer price)	£
Balance due to Sotheby's on completion	£
	
Buyer's signature	
As agent for the seller we hereby confirm his	agreement to this sale.
FI .	
For and on behalf of Sotheby's as agent for the seller.	