

SUMMARY: The document below is the indenture dated 4 February 1596 by which Sir William More sold to James Burbage for £600 premises in the Blackfriars which Burbage turned into a theatre.

According to Wallace, *infra*, the ‘main body’ of Burbage’s Blackfriars theatre consisted of premises which had formerly been part of the jointure of Margaret Poole. For details of Margaret Poole’s family and of premises in the Blackfriars left to her as her jointure by her first father-in-law, Sir Thomas Cheyney, see the will of her second husband, Henry Poole (d.1580), TNA PROB 11/62/182.

For purposes of the indenture below, it should be noted that in 1573 the premises in the Blackfriars of which Margaret Poole’s jointure had consisted were the fence-school then occupied by William Joyner and a house then occupied by Lawrence Bywater. However these properties were severed from each other by an arbitration award in 1573 which left Margaret Poole and her husband, Henry Poole, with a 50-year lease from Sir William More of the house occupied by Lawrence Bywater, and which left Sir William More as the sole owner of the fence-school occupied by William Joyner.

Oxford’s servant, John Lyly, eventually acquired a lease of the premises occupied by William Joyner’s fence school. According to Wallace, Lyly was given this lease by Oxford. Lyly later sold it to the Italian master of fence, Rocco Bonetti (d.1587), whom Shakespeare alluded to in *Romeo and Juliet* as ‘the very butcher of a silk button’.

As noted by Wallace, it was these premises once occupied as a fence school by William Joyner, and of which Oxford and Lyly had a lease, which constituted ‘the main body of Burbage’s later Blackfriars theatre’, that is, the ‘main body’ of the property purchased by Burbage in the indenture below. See Wallace, Charles William, *The Evolution of the English Drama up to Shakespeare*, (Berlin: Georg Reimer, 1912), pp. 186, 191, 193-4.

For the premises occupied by William de Laune and the Pipe Office, respectively, mentioned in the indenture below, see Wallace, *supra*, pp. 194-5:

After More, by decree of the Court in May, 1584, came into possession of the Farrant-Hunnis-Evans-Oxford-Lyly lease [i.e. the lease of the premises which were the site of the first Blackfriars theatre], he let the “hall-place”, divided into seven upper rooms, to Dr. William De Laune, father of Dr. Gideon de Laune, his successor there and one of the chief founders of Apothecaries Hall on these grounds. But the north end, where Farrant appears to have had his theatre, More ultimately converted into the Pipe Office, after his appointment in 1591 as one of the Chamberlains of the Exchequer, where he stored the great rolls of accounts of that office, including those which furnish materials for this present history, and so used it until 1601 [sic], the date of his death. . . . This eliminates the north part of the Farrant property, the site of the first Blackfriars theatre, from any theatrical use from 1584 to 1609, and thereafter.

The modern-spelling transcript below was prepared from the original-spelling transcript in Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), pp. 60-9 at:

<https://archive.org/stream/collectionspt102malouoft#page/60/mode/2up>.

This indenture made the fourth day of February in the eight and thirtieth year of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France and Ireland, Defender of the Faith etc., between Sir William More of Loseley in the county of Surrey, knight, of thone party, and James Burbage of Holywell in the county of Middlesex, gentleman, of thother party:

Witnesseth that the said Sir William More for and in consideration of the sum of six hundred pounds of lawful money of England to him by the said James Burbage at and before th' ensealing of these presents truly paid, whereof and wherewith he, the said Sir William More, doth acknowledge and confess himself fully satisfied and paid, and thereof and of every part thereof doth clearly acquit and discharge the said James Burbage, his heirs, executors and administrators and every of them by these presents, hath bargained, sold, aliened, enfeoffed and confirmed and by these presents doth fully and clearly bargain, sell, alien, enfeoff and confirm to the said James Burbage, his heirs and assigns, forever:

All those seven great upper rooms as they are now divided, being all upon one floor, and sometime being one great and entire room, with the roof over the same covered with lead;

Together also with all the lead that doth cover the same seven great upper rooms;

And also all the stone stairs leading up unto the leads or roof over the said seven great upper rooms out of the said seven great upper rooms;

And also all the great stone walls and other walls which do enclose, divide and belong to the same seven great upper rooms;

And also all that great pair of winding stairs with the staircase thereunto belonging which leadeth up unto the same seven great upper rooms out of the great yard there, which doth lie next unto the Pipe Office, which said seven great upper rooms were late in the tenure or occupation of William de Lawne, Doctor of Physic, or of his assigns, and are situate, lying and being within the precinct of the late Blackfriars Preachers near Ludgate in London;

Together also with all the wainscot, glass, doors, locks, keys and bolts to the same seven great upper rooms and other the premises by these presents bargained and sold incident or appertaining or being fixed or fastened thereunto;

Together also with the easement and commodity of a vault being under some part of the said seven great upper rooms or under the entry or void room lying between those seven great upper rooms and the said Pipe Office by a stool [sic?] and tunnel to be made into the same vault in & out of the great stone wall in the inner side thereof next and adjoining to the said entry or void room being towards the south;

And also all those rooms and lodgings with the kitchen thereunto adjoining called the middle rooms or middle stories late being in the tenure or occupation of Rocco Bonetti, and now being in the tenure or occupation of Thomas Bryskett, gentleman, or of his assigns, containing in length fifty and two foot of assize, more or less, and in breadth thirty and seven foot of assize, more or less, lying and being directly under part of those of the said seven great upper rooms which lie westwards, which said middle rooms or middle stories do extend in length southwards to a part of the house of Sir George Carey knight;

And also all the stone walls and other walls which do enclose, divide & belong to the same middle rooms or middle stories, together also with the door and entry which do lie next unto the gate entering into the house of the said Sir George Carey, and used to and from the said middle rooms or middle stories out of a lane or way leading unto the house of the said Sir George Carey, with free way, ingress, egress and regress into and from the said middle rooms or middle stories in, by and through the ways now used to the said house of the said Sir George Carey;

And also all those two vaults or cellars late being in th' occupation of the said Rocco Bonetti lying under part of the said middle rooms or middle stories at the north end thereof as they are now divided, and are now in the tenure of occupation of the said Thomas Bryskett and of John Favor, and are adjoining to the two little yards now in th' occupation of Peter Johnson and of the said John Favor;

Together also with the stairs leading into the same vaults or cellars out of the foresaid kitchen in th' occupation of the said Thomas Bryskett;

And also all those two upper rooms or chambers with a little buttery at the north end of the said seven great upper rooms and on the west side thereof now being in th' occupation of Charles Bradshaw;

Together with the void room, way and passage now thereunto used from the said seven great upper rooms;

And also all those two rooms or lofts now in th' occupation of Edward Merry, thone of them lying and being above or over the said two upper rooms or chamber in th' occupation of the said Charles Bradshaw and on the east and north part thereof, and having a chimney in it, and thother of them lying over part of the foresaid entry or void room next the foresaid Pipe Office;

Together with the stairs leading from the foresaid rooms in th' occupation of the foresaid Charles Bradshaw up unto the foresaid two rooms in th' occupation of the said Edward Merry;

And also all that little room now used to lay wood and coals in, being about the middle of the said stairs westwards, which void little room last mentioned is over the foresaid buttery now in th' occupation of the said Charles Bradshaw, and is now in th' occupation of the said Charles Bradshaw;

And also all that room or garret lying and being over the said two rooms or lofts last before mentioned in th' occupation of the said Edward Merry;

Together with the door, entry, void ground, way and passage and stairs leading or used to, with or from the said rooms in th' occupation of the said Edward Merry up unto the said room or garret over the said two rooms in th' occupation of the said Edward Merry;

And also all those two lower rooms now in th' occupation of the said Peter Johnson lying directly under part of the said seven great upper rooms;

And also all those two other lower rooms or chambers now being also in the tenure or occupation of the said Peter Johnson, being under the foresaid rooms or chambers in th' occupation of the said Charles Bradshaw;

And also the door, entry, way, void ground and passage leading and used to and from the said great yard next the said Pipe Office into and from the said four lower rooms or chambers;

And also all that little yard adjoining to the said lower rooms as the same is now enclosed with a brick wall, and now being in th' occupation of the said Peter Johnson, which said four lower rooms or chambers and little yard do lie between the said great yard next the said Pipe Office on the north part and an entry leading into the messuage which Margaret Poole, widow, holdeth for term of her life, now in th' occupation of the said John Favor on the west part, and a wall dividing the said yard now in th' occupation of the said Peter Johnson, and the yard now in th' occupation of the said John Favor on the south part;

And also the stairs and staircase leading from the said little yard now in th' occupation of the said Peter Johnson up unto the foresaid chambers or rooms now in th' occupation of the said Charles Bradshaw;

And also all that little yard or piece of void ground with the brick wall thereunto belonging lying and being next to the Queen's highway leading unto the river of Thames wherein an old privy now standeth, as the same is now enclosed with the same brick wall and with a pale next adjoining to the house of the said Sir William More now in th' occupation of the right honourable the Lord Cobham on the east part, and the street leading to the Thames there on the west part, and the said yard next the said Pipe Office on the south part, and the house of the said Lord Cobham on the north part;

All which premises before in these presents mentioned to be hereby bargained and sold are situate, lying and being within the said precinct of the said late Blackfriars Preachers;

Together also with all liberties, privileges, lights, watercourses, easements, commodities and appurtenances to the foresaid rooms, lodgings and other the premises before in these presents mentioned to be hereby bargained and sold belonging or in any wise appertaining;

And also the said Sir William More for the consideration aforesaid hath bargained, sold, aliened, enfeoffed and confirmed and by these presents doth bargain, sell, alien, enfeoff and confirm unto the said James Burbage, his heirs and assigns, forever free and quiet ingress, egress and regress to and from the street or way leading from Ludgate unto the Thames over, upon and through the said great yard next the said Pipe Office by the ways now thereunto used into and from the said seven great upper rooms and all other the premises before in and by these presents mentioned to be bargained and sold, and to and from every or any part or parcel thereof;

Together also with free liberty for the said James Burbage, his heirs and assigns, to lay and discharge his and their wood, coal and all other carriages, necessaries and provisions in the same great yard last before mentioned for convenient time until the same may be taken and carried away from thence unto the premises before by these presents mentioned to be bargained and sold, and so from time to time and at all times hereafter, the said James Burbage, his heirs and assigns, leaving convenient ways and passages to go and come in, upon and through the said great yard from time to time to and from the said Pipe Office and to and from the garden and other houses and rooms of the said Sir William More not hereby bargained and sold out of the street leading to the said river of Thames, so that the said wood, coal, carriages and provisions so laid and discharged in the said yard last mentioned by the said James, his heirs or assigns, be removed and avoided out of and from the said yard within three days next after it shall be brought thither without fraud or further delay;

And further the said Sir William More for the consideration aforesaid doth by these presents grant, bargain and sell unto the said James Burbage, his heirs and assigns, forever the reversion and reversions, remainder and remainders of all and singular the premises before by these presents mentioned to be hereby bargained and sold and every part and parcel thereof, except and reserved unto the said Sir William More, his heirs and assigns, one room or stole(?) as the same is now made in and out of the foresaid wall next to the said entry adjoining to the said Pipe Office into the foresaid vault;

All which seven great upper rooms and all other the premises with th' appurtenances above by these presents mentioned to be bargained and sold, amongst others, Sir Thomas Cawarden, knight, deceased, late had to him, his heirs and assigns, forever of the gift and grant of the late King of famous memory, Edward the Sixth, late King of England, as in and by his letters patents under the Great Seal of England bearing date at Westminster the twelfth day of March in the fourth year of his reign more at large appeareth;

And all which said premises above by these presents mentioned to be bargained and sold the said Sir Thomas Cawarden in and by his last will and testament in writing bearing date in the day of St Bartholomew th' Apostle in the year of Our Lord God 1559 amongst other things did will and declare his intent to be that his executors with the consent of his overseers should have full power and authority to bargain, sell and alien for the performance of his said last will and testament;

And also in and by the same his said last will and testament did ordain and make Dame Elizabeth, then his wife, and the said Sir William More, by the name of William More of Loseley in the county of Surrey, esquire, executors of his said last will and testament, and Thomas Blagrove and Thomas Hawe overseers of the same, as in and by his said last will and testament more at large appeareth;

And all which premises above mentioned to be hereby bargained and sold, amongst others, the said Dame Elizabeth Cawarden and William More, executors of the said last will and testament, by and with th' assent, consent, agreement and advice of the said Thomas Hawe and Thomas Blagrove, overseers of the said last will, in accomplishment thereof did bargain and sell unto John Birch, gentleman, John Austen and Richard Chapman and their heirs forever, as in and by their deed indented of bargain & sale thereof made bearing date the twentieth day of December in the second year of the reign of our said Sovereign Lady the Queen's Majesty that now is, and enrolled in her Majesty's High Court of Chancery, more at large appeareth;

And all which said premises with th' appurtenances above mentioned to be hereby bargained and sold, amongst others, the said John Birch, John Austen and Richard Chapman did by their deed indented of bargain & sale bearing date the two and twentieth day of December in the said second year of the reign of our said Sovereign Lady the Queen's Majesty that now is bargain and sell to the said Dame Elizabeth Cawarden and Sir William More and their heirs forever, as in and by the same deed indented of bargain and sale last above recited & also enrolled in her Majesty's said High Court of Chancery more at large also appeareth, which said Dame Elizabeth is long sithence deceased, by reason whereof all and singular the same premises in and by these presents mentioned to be hereby bargained & sold are accrued and come unto the said Sir William More and his heirs by right of survivorship;

To have and to hold all the said rooms, lodgings, cellars, vaults, stairs, yards, ways and all and singular other the premises with all & singular their appurtenances before in these presents mentioned to be hereby bargained and sold, except before excepted, to the said James Burbage, his heirs and assigns, forever to th' only use and behoof of the said James Burbage, his heirs and assigns, for evermore;

And the said Sir William More doth covenant and grant for himself, his heirs, executors and administrators, to and with the said James Burbage, his heirs and assigns, by these presents that he, the said Sir William More, is and standeth at the time of th' ensealing and delivery of these presents lawfully and absolutely siesed of the said rooms, lodgings,

yards, and of all and singular other the premises in and by these presents mentioned to be bargained & sold in his demesne as of fee simple;

And that the said rooms, lodgings, cellars, vaults, stairs, yards and all and singular other the premises before in and by these presents mentioned to be hereby bargained and sold, except before excepted, the day of the date hereof are and at all times and from time to time forever hereafter shall stand, continue and remain to the said James Burbage, his heirs and assigns forever clearly acquitted, exonerated and discharged or else by the said Sir William More, his heirs or assigns, upon reasonable request thereof to him or them made by the said James Burbage, his heirs or assigns, sufficiently saved or kept harmless of and from all former bargains, sales, gifts, grants, jointures, dowers, leases, estates, annuities, rents, charges, arrearages of rents, statutes merchant and of the Staple, recognizances, judgments, executions, issues, fees, fines, amerciaments, and of and from all other charges, titles, troubles and encumbrances whatsoever had, made, committed or done by the said Sir William More and by the foresaid Sir Thomas Cawarden, knight, deceased, or by either of them or by any other person or persons by, with or under their or any of their estate, right, title, assent, consent, act, means or procurement;

And also that he, the said James Burbage, his heirs and assigns, shall or may from henceforth forever peaceably and quietly have, hold, occupy, possess, enjoy and keep all the said rooms, lodgings, cellars, yards and all and singular other the premises with th' appurtenances before by these presents mentioned to be hereby bargained & sold and every part and parcel thereof, except above excepted, without any let, trouble, vexation, eviction, recovery, interruption or contradiction of the said Sir William More, his heirs or assigns or of any them, and without any lawful let, trouble, vexation, eviction, recovery or interruption of any other person or persons whatsoever lawfully having or claiming or which hereafter shall lawfully have or claim any estate, right, title or interest in and to the said rooms, lodgings and other the premises before by these presents mentioned to be bargained and sold or in or to any part or parcel thereof by, from or under the said Sir William More and Sir Thomas Cawarden or any of them or their or either of their estate, right, title or interest;

And the said Sir William More doth also covenant and grant for himself, his heirs, executors and assigns, to and with the said James Burbage, his heirs and assigns, by these presents that he, the said Sir William More and his heirs, shall and will from time to time during the space and term of three years next ensuing after the date hereof at or upon reasonable request thereof to him or them or any of them to be made by the said James Burbage, his heirs or assigns or any of them, well and truly do, knowledge, execute, cause and suffer to be made, done and executed all and every such further act and acts, thing and things, devise and devises, assurance and assurances in the law whatsoever for the further and more better assurance, surety and more sure making of the said rooms, lodgings and all other the premises with th' appurtenances before in these presents mentioned to be hereby bargained and sold unto the said James Burbage, his heirs and assigns, forever to th' only use and behoof of the said James Burbage, his heirs and assigns, for evermore, be it by deed or deeds indented or enrolled or not enrolled, th' enrolment of these presents, fine, feoffment, recovery with single or double voucher,

release, confirmation or otherwise with warranty only of the said Sir William More and his heirs against him, the said Sir William More and his heirs, or all or as many of these ways or means or any other as by the said James Burbage, his heirs or assigns or any of them or by his or their or any of their learned counsel in the law shall be reasonably advised or devised & required at th' only costs and charges in the law of the said James Burbage, his heirs or assigns, so as the same assurance or assurances in form aforesaid to be had & made by the said Sir William More or his heirs to the said James Burbage, his heirs or assigns, do not comprehend in them or any of them any further or greater warranty than only against the said Sir William More and his heirs and the heirs of the said Sir Thomas Cawarden, and so as the said Sir William More & his heirs or any of them be not compelled to travel in person any further than to the cities of London & Westminster or any of them for the making, knowledging or executing of the said assurances in form aforesaid to be had or made;

And furthermore the said Sir William More doth by these presents authorize, nominate & appoint George Austen, gentleman, and Henry Smith, merchant tailor, to be his lawful deputies & attorneys jointly & severally for and in his name to enter into all the said rooms, lodgings, cellars & all other the premises before in these presents mentioned to be hereby bargained & sold & into every part thereof, and peaceable possession & seisin thereof for him & in his name to take, and after such possession & seisin thereof so had & taken, to deliver possession & seisin thereof & of every part thereof unto the said James Burbage, his heirs & assigns, according to the purport, effect, true intent & meaning of these presents, and all & whatsoever his said attorneys or either of them shall by virtue of these presents do or cause to be done in his name in execution of the premises he, the said Sir William More, & his heirs shall & will ratify, confirm & allow by these presents;

In witness whereof the parties first above-named to these indentures sounderly [sic?] have set their seals the day & year first above-written. 1595.

James Burbage

[Seal (a griffin) attached]