

SUMMARY: The document below is the arbitration award dated 4 February 1573 by which Anthony Browne (1528-1592), 1<sup>st</sup> Viscount Montagu, and John Apsley decided the controversy between Sir William More (1520-1600) of Loseley and Henry Poole (d.1580) and his wife, Margaret Neville Cheyney Poole, over premises in the Blackfriars which had been Margaret's jointure granted to her in the will of her first father-in-law, Sir Thomas Cheyney (see TNA PROB 11/42B/105).

The controversy arose from the fact that Henry VIII had granted certain property in the Blackfriars to Sir Thomas Cheyney in 1539, from whom Margaret Poole derived her title, while in 1550 Edward VI had granted the same property to Sir Thomas Cawarden (d. 25 August 1559), from whom Sir William More derived his title. See Wallace, Charles William, *The Evolution of the English Drama up to Shakespeare*, (Berlin: Georg Reimer, 1912), pp. 193-4:

*The suit against More was solely over this fence-school and the adjoining Bywater house. It is evident that Edward VI's grant of the Blackfriars priory to Cawarden included these two properties already granted by Henry VIII to Cheney. So in settlement, the arbitrators to whom it was left, the Right Hon. Anthony Viscount Montague and John Apsley, Esq., decided that More and Poole, the respective successors of the grantees, should each yield a point. More was required to give deed to Poole for certain properties in compensation, and Poole was required to deed to More the fence-school and the Bywater house, but with the condition (clearly recognizing the Cheney-Poole claim) that More should grant to Poole and wife a lease of these two [sic] properties for life at 12 d. per year – all of which was accordingly done by deeds duly executed in February 1573.*

The provisions in the arbitration award below establish that Wallace was in error in stating in the foregoing paragraph that More was required to lease *both* the fence school and the Bywater house to Henry and Margaret Poole; the award stipulates that More was required to lease *only* the Bywater house to the Pooles.

See also Smith, Irwin, *Shakespeare's Blackfriars Playhouse*, (New York University Press, 1964), pp. 126-7, in which Smith correctly observes that the award largely favoured More, and that More was required to lease only the Bywater house to the Pooles.

With respect to the fence-school premises claimed by the Pooles as Margaret's jointure under the grant to Sir Thomas Cheyney from Henry VIII, but which were granted by the arbitrators to More, Smith notes on p. 126 that:

*William Joyner was still living in Blackfriars in 1576, and presumably was still teaching the art of fence in the hall beneath the Parliament Chamber. The lease was to change hands a few years later; somehow or other it came into the possession of the poet John Lyly, who sold it to another fencing master, Rocco Bonetti. But these changes of ownership cannot have come much before 1584; in 1576 the lease undoubtedly was still in Joyner's name.*

On p. 156 Smith writes:

*Lord Oxford's prodigal gifts to Lyly had included not only the lease to the premises occupied by the [first Blackfriars] playhouse, but also the lease to a room on the floor below, where William Joyner had kept his school of fence. At some unknown date the Earl had bought the unexpired term of Joyner's lease and presented it to Lyly, and Lyly had sold it to another and greater master of fence, Rocco Bonetti.*

See also Wallace, pp. 186-7:

*Besides the [first Blackfriars] theatre, Lyly owned the leases of three other houses adjoining or near it – one, the fence-school formerly kept by William Joyner and afterwards by Rocco Bonetti, and two rather superior dwelling house – all doubtless given to him by his admirer and prodigal friend, the Earl of Oxford. The lease of the two residences he sold to Lord Hunsdon, and they became the subject of contention between More and Hunsdon in 1586, when Hunsdon wished to extend the term of his lease and More refused . . . .Lyly sold one other lease to Rocco Bonetti, the famous Italian fencing master.*

Shakespeare alludes to Rocco Bonetti (d.1587) in *Romeo and Juliet* as 'the very butcher of a silk button'.

For William Joyner, see also Menzer, Paul, ed., *Inside Shakespeare: Essays on the Blackfriars Stage*, (Cranbury, NJ: Rosemont Publishing, 2006), p. 134 at:

[https://books.google.ca/books?id=fN6BQ1IHTakC&pg=PA134&lpg=PA134&dq=Joyner+master+of+fence&source=bl&ots=WFvzLN3GWh&sig=RLF2zR7QXL\\_cUhfW7TY69ppeLk&hl=en&sa=X&ei=fo81Vc\\_zDNPXoATq94CwCQ&ved=0CDwQ6AEwAw#v=onepage&q=Joyner%20master%20of%20fence&f=false](https://books.google.ca/books?id=fN6BQ1IHTakC&pg=PA134&lpg=PA134&dq=Joyner+master+of+fence&source=bl&ots=WFvzLN3GWh&sig=RLF2zR7QXL_cUhfW7TY69ppeLk&hl=en&sa=X&ei=fo81Vc_zDNPXoATq94CwCQ&ved=0CDwQ6AEwAw#v=onepage&q=Joyner%20master%20of%20fence&f=false).

Feuillerat, *infra*, pp. 35-6, provides the background to the controversy between Sir William More and the Pooles in More's own words, apparently taken from Folger MS L.b.437:

*The said Henry Poole pretended title to one house late in the hands of Bywater, and a fence school late in the hands of one Joyner, about the 15<sup>th</sup> year of the Queen's Majesty's reign, whereof the said Sir Thomas Cheyney, the Lord Cheyney, nor the said Poole's wife had ever possession before nor pretended title unto it to my knowledge, but the same remained always in the possession of Sir Thomas Cawarden and his assigns, and in me and mine assigns.*

*The occasion whereupon he first pretended his title was for that Lichfield had found that he had received £5 a year unlawfully upon pretence that some of the Revels' stuff was laid in the houses in question, whereupon the said Poole commenced his action, but afterwards submitted himself to the arbitrament of my Lord Montague and Mr Apsley, who did award that I should make a general release to him of three houses which he held*

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*by colour of the aforesaid grant whereunto I pretended also title because I thought Sir Thomas Cheyney ought to have but that house which my Lord Henry Seymour now hath, and that also the said Henry Poole should make a like release unto me of the 2 houses aforesaid, which being done accordingly, it was awarded that I should make a lease to Henry Poole & his wife for fifty years, if they did live so long, of the house in the tenure of Bywater, paying only 12d yearly, which I performed, & so the suit ceased.*

For Richard Lichfield mentioned by Sir William More above, see Smith, *supra*, p. 98.

It thus appears that by the arbitration award of 4 February 1573 it was adjudged that before 10 February 1573:

\* Both parties should provide the other with a general release, and should discharge each other from all actions commenced by each of them against the other and/or against third parties (Lawrence Bywater and William Joyner);

\* Henry Poole should deed to Sir William More ‘all messuages and tenements with the appurtenances now or late in the several tenures or occupations of . . . William Joyner, Thomas Hale, Lawrence Bywater and Richard Frith’, and that the deed should contain a clause discharging Sir William More of the jointure and dower of Margaret Pole.

\* Sir William More should deed to Henry Poole ‘all those messuages or tenements with th’ appurtenances . . . now in the several tenures or occupations of Christopher Fenton, Thomas Austen and John Lewes’.

\* Sir William More should grant Henry Pole and Margaret Pole by deed a lease for fifty years of the tenement in the tenure of Lawrence Bywater (‘if the said Henry and Margaret or either of them do live the said term of fifty years’) at a rent of twelve pence yearly to be paid at Michaelmas to Sir William More, subject only to a lease at will, ‘from year to year determinable’, to Lawrence Bywater at a yearly rent of 40 shillings, the latter rent to be paid at four terms in the year to Henry Pole and Margaret Pole, with a covenant that ten days after the deaths of Henry Pole and Margaret Pole, the 50-year lease from Sir William More to them would cease. (For a draft of More’s original lease to Lawrence Bywater, dated 10 December 1564, see Surrey History Centre LM/348/31).

It would appear that Viscount Montagu was arbitrator on behalf of Sir William More, while John Apsley was arbitrator on behalf of Henry Poole, who names in his will as his executor one William Apsley, esquire.

For Nicholas Fitzherbert, mentioned in the award below, see the will of Henry Poole, TNA PROB 11/62/182:

*Item, my will is that my old servant, Nicholas Fitz Herbert . . . .*

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The modern-spelling transcript below was prepared from the original-spelling transcript in Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), 35-40 at:

<https://archive.org/stream/collectionspt102malouoft#page/34/mode/2up>.

To all them unto whom this present writing of award indented shall come to be heard, seen, read or understand, Anthony, Viscount Montague, knight of the noble Order of the Garter, and John Apsley, esquire, send greeting in Our Lord God everlasting;

Whereas certain variance, controversy & debate hath heretofore been had, moved & depending between William More, esquire, of thone party, and Henry Poole, esquire, of thother party, as well for and concerning the right, estate, title, interest and inheritance of the tenements and houses hereunder in these presents expressed, situate, lying and being within the precinct of the late Blackfriars (alias Friars Preachers) within the city of London, as for and upon certain other reckonings and demands depending between them;

And where also the said parties for the surceasing, pacifying & appeasing of the said controversies & debates have by their several obligations of arbitrament bearing date the first day of this instant month of February compromitted and bound themselves each to other in the sum of one hundred pounds of lawful money of England, with conditions upon the same obligations severally endorsed, to stand to, obey, observe, perform, fulfill, hold & keep the arbitrament, award, order, determination and judgment of us, the foresaid Anthony, Viscount Montague, & John Apsley, arbitrators, as well on the part of the said William More as on the behalf of the above-named Henry Poole indifferently elected, named & chosen by consent of both the said parties to arbitre, award, order, judge and determine of, for and upon all and all manner of actions, as well real as personal, suits, quarrels, trespasses, titles of actions, debts, debates, sums of money, reckonings, accounts and demands whatsoever had, made, moved, stirred or in any wise in variance depending between the said parties at any time or times before the date of the said obligations, so always that the said arbitrament, award, order, determination and judgment of us, the said two arbitrators, being by us of and upon the premises made and put in writing indented under our hands and seals in or before the first day of the month of March next coming, as by the said obligations & conditions in that behalf made more at large may appear;

Whereupon know ye that we, the said two arbitrators, being desirous as much as in us is to set an unity & quietness between the said parties, and having examined the causes and circumstances of the said controversies & debates with the allegations and objections of either of the said parties touching the same, do make, ordain, pronounce & declare this our present award indented of and upon the premises in manner and form following, that is to say:

First we award, order and judge by these presents that either of the said parties shall before the 10<sup>th</sup> day of this instant month of February seal, sign and for & as his deed lawfully deliver unto thother of them a sufficient and lawful general release, acquittance and discharge of, for and concerning all and all manner of actions, both real & personal, titles of actions, suits, quarrels, reckonings and demands from the beginning of the world until the day of the date of the said obligations;

And also we award and judge that the said William More shall before the said tenth day of this instant month of February discharge and withdraw all such and the same actions and suits that he or any other for him, in his name or by his appointment have entered or commenced or at this present day is depending for any matter or cause in any court or courts of record at the suit of the said William More against the said Henry Poole;

And likewise we award and judge that the said Henry Poole shall at his proper costs and charges before the tenth day of this instant month of February discharge and withdraw or otherwise forever discontinue all such and the same actions & suits whatsoever that he or Nicholas Fitzherbert or either of them hath before the date hereof entered or commenced or is at this present depending for any matter or cause in any court or courts of record or elsewhere at the suit of the said Henry Poole and Nicholas Fitzherbert or either of them against the said William More, Lawrence Bywater and William Joyner or any of them;

And also we award & judge that the said Henry Poole shall before the said tenth day of this instant month of February seal and as his deed deliver unto the said William More and his heirs one sufficient and lawful deed of conveyance and release of all the messuages and tenements with the appurtenances now or late in the several tenures or occupations of the said William Joyner, Thomas Hale, Lawrence Bywater and Richard Frith or any of them, situate & being within the precinct of the late Blackfriars alias Friars Preachers within the city of London, and of all the right, interest and title of the said Henry Poole of and in the said messuages and tenements with the appurtenances and of every of them, with warranty only against him, the same Henry Poole, and his heirs;

And with a covenant in the same deed to be contained for the discharging or saving harmless of the said William More & his heirs and the said messuages and tenements with th' appurtenances, as well of the title of jointure & dower of Margaret, wife of the said Henry Poole, as of all other encumbrances, troubles & titles had, made, done or committed by the said Henry Poole;

And likewise we award and judge that the said William More shall before the said tenth day of this instant month of February seal and as his deed deliver unto the said Henry Poole and his heirs one like sufficient and lawful deed of conveyance and release of all those messuages or tenements with th' appurtenances within the precinct of the said late Blackfriars now or late in the several tenures or occupations of Christopher Fenton, Thomas Austen and John Lewes or of any of them, and of all the right, interest and title of the said William More of and in the same messuages and tenements with th' appurtenances, with warranty only against him, the said William More, and his heirs;

And with a covenant or clause in the same deed to be contained for the discharging or saving harmless of the said Henry Poole and his heirs and the said messuages and tenements with th' appurtenances of the said William More as of all other encumbrances, troubles & titles had, made, done or committed by the said William More;

And moreover we award, order and judge by these presents that the said William More shall before the said tenth day of this instant month of February seal and as his deed deliver to the said Henry Poole and Margaret, his wife, one sufficient and lawful lease by deed indented of the said tenement with th' appurtenances now in the tenure of the said Lawrence Bywater, to endure for the term of fifty years next ensuing the said 10<sup>th</sup> day of this instant month of February (if the said Henry & Margaret or either of them do live the said term of fifty years) for the yearly rent of twelve pence thereupon to be reserved and payable to the said William More and his heirs at the feast of St Michael th' Archangel only yearly during the said lease;

And with a clause of distress in the same lease to be contained for non-payment of the said rent within the space of twenty days next after the said feast of St Michael th' Archangel yearly;

And with a covenant in the same lease to be contained on the party of the said William More that the said tenement shall at the time of the making of the said lease be and during the said term continue discharged or sufficiently saved harmless against all persons of and from all former leases and grants and all other encumbrances whatsoever had, made, done or suffered by the said William More other than one lease at will or from year to year determinable within one year next after the date hereof made of the said tenement to the said Lawrence Bywater for the yearly rent of 40s payable at four terms in the year, which yearly rent it shall and may be lawful for the said Henry Poole and Margaret, his wife, to receive and take quarterly from henceforth as it shall grow due without let or interruption of the said William More, his heirs or assigns;

And with one other covenant in the said lease to be contained on the party of the said Henry Poole & Margaret, his wife, for the maintaining and keeping yearly during the said lease of all and singular the reparations of the said last-recited tenement with th' appurtenances, and for leaving of the same at th' end and determination of the said lease sufficiently repaired;

And with a proviso in the said lease to be contained that if it shall happen both the said Henry Poole and Margaret, his wife, to depart out of this transitory life before the expiration of the said term of fifty years, that then within ten days next after the decease of both the said parties the said lease shall cease and be fully determined, void & of none effect;

And finally we award, order & judge by these presents that if at any time hereafter there shall happen any controversy, ambiguity, question or doubt to arise by or between the said parties for or touching any of the premises by means of any article, clause, word or sentence in this our award contained, or for want of sufficient matter or perfect limitation

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or order by us, the said arbitrators herein, to be directed & set down, that then the said parties, their heirs and executors, without any attempting or prosecuting of suit in law or other vexation or disquietness, either of them against thother, shall in that behalf submit & yield themselves wholly to the construction, definition, order, rule & judgment of us, the said two arbitrators, or of the survivor of us, in, for & concerning every such cause of controversy, ambiguity, question or doubt so happening for, upon or by reason of any of the premises;

In witness whereof we, the said two arbitrators, have to each counterpane of this our award indented put our hands & seals, given the 4<sup>th</sup> day of February in the 15<sup>th</sup> 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.