

SUMMARY: The document below is the indenture dated 10 June 1560 by which Sir William More (1520-1600) of Loseley leased premises on the upper floor of the northern end of the western range of the Blackfriars to Sir Henry Neville (d. 13 January 1593) for 60 years at an annual rent of £6. The premises later became the site of the first Blackfriars theatre.

The indenture begins:

Witnesseth that the said William More hath demised, granted & to farm letten and by these presents doth demise, grant & to farm let unto the said Sir Henry Neville all that his house and lodging containing four rooms lately called or known by the name of Mr Cheke's lodging, & sithence used by Sir Thomas Cawarden, knight, deceased, for the Office of the Queen's Majesty's Revels

The description of the property as 'four rooms lately called or known by the name of Mr Cheke's lodging' places these four rooms immediately south of the former monastic great hall on the upper floor of the western range of the Blackfriars, which great hall had been purchased by indenture dated 25 April 1554 by George Brooke (d. 29 September 1558), 9th Baron Cobham, as an addition to his mansion house. See Surrey History Centre LM/347/4, and Holder, *infra*, pp. 71-2, and plan, p. 373.

In the indenture below these former rooms of Cheke's, which after Cheke vacated them served as the Revels office, are stated to be 52-5/8 yards long, and at the south end 7-1/4 yards wide, and at the north end 8-7/8 yards wide:

. . . containing in length fifty & two yards and a half & a half quarter of a yard, and every yard thereof containing three foot of assize, and in breadth at the south end thereof seven yards & a quarter of a yard, & in breadth at the north end thereof eight yards 3 quarters & a half quarter of a yard

These measurements convert to 157-7/8 feet long, 21-3/4 feet wide at the south end, and 26-5/8 feet wide at the north end.

It is not known when Cheke gave up his lodgings in the Blackfriars. Together with Sir Anthony Cooke (d. 11 June 1576), he was arrested and taken to the Tower on 27 July 1553 in connection with the plot to put Lady Jane Grey on the throne after the death of Edward VI. Cooke and Cheke were eventually pardoned by Queen Mary, but voluntarily went into exile, and were in Strasbourg by April 1554. Cheke was later arrested near Antwerp on 15 May 1556, and forcibly returned to England, where he died on 13 September 1557. His wife, Mary (d. 30 November 1616), the daughter of Richard Hill, did not accompany him into exile, and may have lived in his lodgings in the Blackfriars during Cheke's absence from England. After his death she became a Gentlewoman of the Privy Chamber to Elizabeth I, and by 14 December 1558 had married Henry Macwilliam of Stambourne Hall, Essex.

For a detailed discussion of this property and its relationship to the site of the first Blackfriars theatre, see Sir William More's lease dated 20 December 1576 to Richard Farrant (d.1580) for 21 years at an annual rent of £14, Folger MS L.b.350.

A tenement owned by Sir Henry Jerningham (d. 6 September 1572) is mentioned in the indenture below as a reference point. It is said to have been located to the south of a 'great room in manner of a great cellar' leased in the indenture below to Sir Henry Neville:

And also all that his great room in manner of a great cellar having a chimney in it containing in length 19 yards, & in breadth 8 yards one quarter & a half quarter of a yard, and lieth in the precinct aforesaid under the said tenement of the said William More, being in his manurance or occupation, between certain lodgings called Lyggens' lodging now in the manurance or occupation of the said William More on th' east part, the cellar aforesaid above granted on the west part, the tenement of the said Sir Henry Jerningham on the south part, and the said garden of the said William More on the north part.

'Lyggens lodging' was the premises at one time occupied by Roger Lygon, esquire. See Feuillerat, *infra*, pp. 119-20.

For the letters patent dated 5 September 1545 by which the freehold of property in the Blackfriars was granted to Sir Henry Jerningham's mother, Lady Mary Kingston, and her heirs, see TNA C 66/768, mm. 23-4.

Sir Henry Jerningham (d. 6 September 1572) was a nephew of Elizabeth de Vere (d.1537), Countess of Oxford. His parents had served in Katherine of Aragon's household, and his mother's second husband, Sir William Kingston (d. 14 September 1540), was a courtier as well. Jerningham himself was a Member of the Privy Council, Vice-Chamberlain, Captain of the Guard and Master of Horse under Queen Mary, and his wife, Frances, served as one of Queen Mary's gentlewomen. At the accession of Queen Elizabeth, he was dismissed from office, and retired to his house at Costessey in Norfolk.

A document prepared by Sir Thomas Cawarden describes the property in the Blackfriars held by Sir Henry Jerningham c.1555/6:

Sir Mr [sic] Jerningham fee [sic for 'Vice'?] Chamberlain to the Queen's Highness, hath his house, the great and upper library, the half of the nether library, the south cloister & cloister-yard, the fermery, the brewhouses, the bakehouse & the stable, with certain gardens, worth by year (no value given), besides other edifices which he holdeth are not granted by any letters patents.

See Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), p. 3 at:

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

About 1562, Jerningham sold the former monastic infirmary to a member of the Kempe family. The sale led to a controversy between Kempe and Sir William More when Kempe claimed ownership, not only of the infirmary, but also of the Parliament chamber which was later purchased in 1596 by James Burbage and converted to a theatre. See Folger MS L.b.426(2), and Smith, *supra*, pp. 91, 95, 124, 457-8.

Feuillerat, *infra*, p. 26, states that the seal and signature to the indenture below are cut off. However, according to the Surrey History Centre (see Z/407/MSL.b.31) the indenture is signed and sealed by Neville, and according to the Folger Shakespeare Library, the indenture is:

Signed "per me henri nevell" and sealed with a pendant seal 27 mm. in diameter. Witnessed by William Thynne, Arthur Stafferton (Stauertun), and others. Endorsed in More's autograph.

See:

<http://findingaids.folger.edu/dfoloseley2002.xml>.

The modern-spelling transcript below was prepared from the original-spelling transcript in Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), pp. 19-26 at:

<https://archive.org/stream/collectionspt102malouoft#page/18/mode/2up>.

This indenture made the 10th day of June in the second year of the reign of our Sovereign Lady Elizabeth by the grace of God Queen of England, France & Ireland, Defender of the Faith etc., between William More of the city of London, esquire, on thone party, and Sir Henry Neville of the same city of London, knight, on thother party:

Witnesseth that the said William More hath demised, granted & to farm letten and by these presents doth demise, grant & to farm let unto the said Sir Henry Neville all that his house and lodging containing four rooms lately called or known by the name of Mr Cheke's lodging, & sithence used by Sir Thomas Cawarden, knight, deceased, for the Office of the Queen's Majesty's Revels, containing in length fifty & two yards and a half & a half quarter of a yard, and every yard thereof containing three foot of assize, and in breadth at the south end thereof seven yards & a quarter of a yard, & in breadth at the north end thereof eight yards 3 quarters & a half quarter of a yard, which said house & lodging is set, lying & being within the precinct of the late Friars Preachers commonly called the Blackfriars near Ludgate within the city of London between the tenements of Sir Henry Jerningham, knight, and of the said William More on th' east part, & a tenement of the said William More now in the tenure or occupation of Richard Frith and the way leading from the house & garden of the said William More now in his manurance

or occupation and a vacant or void piece of ground of the said William More adjoining unto the said way on the west part and a tenement of the Lord Cobham on the north part;

And also so much of his said piece of vacant or void ground above recited as containeth in length 24 yards & a quarter of a yard, & in breadth 6 yards & a quarter of a yard, & lieth & adjoineth next to the said tenement of the said Lord Cobham on the north part within the precinct aforesaid between the said tenement of the said Lord Cobham on the north part and the way aforesaid leading from the same house & garden of the said William More towards the Water Lane on the south part & the same lane called Water Lane on the west part and the said house and lodging called Mr Cheke's lodging above demised & granted on th' east part;

And also all that his cellar lying & being within the precinct aforesaid, part under the said house & lodging called Mr Cheke's lodging above demised, & part under the tenement of the said William More, being in his manurance or occupation, which said cellar containeth in length 8 yards & a half, & in breadth 8 yards, with a mud wall cross over the middest of the same cellar;

And also all that & those his two other rooms called the buttery & pantry with a little entry leading between them lying and being within the precinct aforesaid, that is to say, under the said house & lodging above granted called Mr Cheke's lodging, and part of the same two rooms is over the cellar above granted & demised between the way or entry leading from the said house & garden of the said William More, being in his manurance, towards the Water Lane on the north part and the entry leading into that end of the house of the said William More wherein John Horleye, his servant, doth lodge on the south part, and the same two rooms & entry above granted do contain in length 9 yards & a half & a half quarter, & in breadth 8 yards one quarter & a half quarter of a yard;

And also all that his great room in manner of a great cellar having a chimney in it containing in length 19 yards, & in breadth 8 yards one quarter & a half quarter of a yard, and lieth in the precinct aforesaid under the said tenement of the said William More, being in his manurance or occupation, between certain lodgings called Lyggens' lodging now in the manurance or occupation of the said William More on th' east part, the cellar aforesaid above granted on the west part, the tenement of the said Sir Henry Jerningham on the south part, and the said garden of the said William More on the north part;

Except & always reserved to the said William More, his heirs & assigns, the residue of the said piece of vacant or void ground above recited, which said residue now lieth between the way leading from the said Water Lane to the tenement now in the tenure or occupation of Richard Frith on the south part & the said parcel of the said void or vacant ground before by these presents demised on the north part, & containeth in length 27 yards & 3 quarters of a yard, & in breadth 3 yards 3 quarters, & th' east end thereof spreadeth to greater breadth to serve towards two entries;

And also except one entry leading under parcel of the premises before by these presents demised from the said garden of the said William More to the said residue of the said piece of void or vacant ground before excepted;

Except also & reserved to the said William More, his heirs & assigns, as well one other entry leading under parcel of the premises before by these presents demised from that end of the said house of the said William More wherein the said John Horley, his servant, doth lodge to the said residue of the said piece of void or vacant ground before excepted, as also such rooms and places adjoining to the said entry as be now in the manurance or occupation of the said William More or John Horleye;

And also the said William More doth demise & grant unto the said Sir Henry Neville, his executors & assigns, free egress and regress into all & singular the premises above demised & granted, & out of & from all & singular the premises above demised & granted into the said Water Lane in, by & through all usual ways, entries, gates & passages to & from the same and to & from every part and parcel thereof other than by or through the said house and garden of the said William More now in the manurance or occupation of the said William More;

And the said Sir Henry Neville covenanteth & granteth for him, his heirs & executors, to and with the said William More & his executors by these presents that he, the said Sir Henry Neville, his executors or assigns, shall not in any wise have, claim or challenge any entry, egress or regress into the said house & garden of the said William More now in his manurance or occupation or into either of them but by licence & grant of the said William More, his heirs or assigns, thereof hereafter to be made in writing to the said Sir Henry, his executors or assigns, under the hand & seal of the said William More, his heirs or assigns, anything herein contained to the contrary notwithstanding;

To have, hold, occupy and enjoy the said lodging lately called Mr Cheke's lodging and all other the premises above by these presents demised & granted with their appurtenances, except before excepted, to the said Sir Henry Neville, his executors & assigns, from the feast of the Nativity of Saint John the Baptist next coming after the date hereof unto th' end & term of threescore years from thence next ensuing fully to be complete, ended & determined;

Yielding and paying therefore yearly unto the said William More, his heirs, executors or assigns, six pounds of current money of England at four terms in the year, that is to say, at the feasts of Saint Michael th' Archangel, the Birth of Our Lord God, th' 'Annunciation of Our Blessed Lady, & the Nativity of Saint John Baptist by even portions during the said term of 60 years;

And if it fortune the said yearly rent of £6 to be behind or unpaid in part or in all after any feast of the feasts above limited in which it ought to be paid by the space of 28 days, being lawfully demanded at, in or upon the premises above demised, that then & so oftentimes he, the said Sir Henry Neville, his executors or assigns, shall forfeit & pay to

the said William More, his heirs & assigns, three pounds for & in the name of a pain or penalty;

And if it shall fortune the said £3 at any time or times hereafter to be forfeited for & in the name of a pain or penalty, and that the same shall be lawfully demanded at, in or upon the premises above demised at th' end of 14 days next after such time as the same shall be so forfeited, and also if it shall fortune the said yearly rent of £6 or the said pain or penalty to be behind unpaid in part or in all after any feast of the feasts above limited in which the same rent ought to be paid by the space of fifty days, being lawfully demanded at, in or upon the premises above demised or any parcel of the same, that then and at all times after it shall be lawful to the said William More, his heirs and assigns, into the said house or lodging & into all & singular the premises above demised & into every part & parcel thereof to re-enter, & the same to repossede & have again as in his or their former estate, & the said Sir Henry Neville, his executors & assigns, from thence utterly to expel, amove & put out, anything in these presents contained to the contrary notwithstanding;

And the said Sir Henry Neville doth further covenant & grant for him, his heirs & executors, to & with the said William More, his heirs, executors & assigns, by these presents that he, the said Sir Henry Neville, his executors & assigns, from time to time & at all & every time & times hereafter during the said terms [sic?] as oft as need shall require at his & their proper costs & charges shall well & sufficiently keep, uphold, sustain, repair & maintain all the buildings, edifices, houses, walls & all & singular other the premises with th' appurtenances before by these presents demised & granted & every part & parcel of the same, and the same so repaired in th' end of the said term shall yield & give up into th' hands of the said William More, his heirs or assigns, notwithstanding any decay or ruin which may fortune to come during the said term of 60 years to the said edifices, buildings or walls before by these presents demised & granted, either by the reason or occasion of any manner of ruin or fall of a certain high gallery of stone that is situate & over the foresaid buildings, houses, edifices or walls before by these presents to the said Sir Henry demised & granted, or by any other ways, occasions or means whatsoever;

Provided always that if the said Sir Henry Neville, his executors, administrators or assigns or any of them, or any other person or persons to whom this present lease, grant, interest or term of years or any part or parcel thereof shall or may fortune to come at any time hereafter shall in any wise remove, take up or new cast any part or parcel of any lead or leads annexed, lying & being upon or belonging to any part or parcel of the premises before demised unto the said Sir Henry Neville during the said term of 60 years to any other use or uses or to any other intent or purpose than to solder & amend such faults & reparations as shall fortune to be in the same leads or any of them or in the timber or roof under the same lead or leads or any of them without th' assent & consent of the said William More, his heirs or assigns, to be therein first had & obtained in writing, that then this present demise, lease & grant shall utterly cease & be void, anything in these present indentures to the contrary notwithstanding;

Provided also and it is further agreed between the said parties to these presents that it shall be lawful at all times hereafter only for the said William More and his wife for the time being, & to either of them, & to such others as there during that time shall be in the company of them or of either of them, to have, use & take their free entry, egress & regress out of the said tenement of the said William More wherein he now dwelleth within the precinct aforesaid into & upon all such leads as are lying & being upon any of the premises above granted & demised, and that it shall be also lawful to the said William More, his heirs or assigns, being owners of the tenement within the precinct aforesaid wherein the said Richard Frith now doth or lately did dwell, being next adjoining unto the tenement, house or lodging above granted by these presents, & to the tenants & farmers of the said tenement wherein the said Richard Frith doth or lately did dwell, at all reasonable & convenient times of the day to have free entry, egress & regress into, over & upon the leads aforesaid and other the leads next adjoining to th' intent & purpose only to view, solder, repair or amend the leads & covering of the said tenement wherein the said Richard Frith doth or lately did dwell in such places thereof as to him or them shall be then thought necessary or convenient without let or interruption of the said Sir Henry Neville, his executors or assigns;

And where a certain spring or water is conveyed by a conduit pipe into the said garden of the said William More, the most part of which water and spring is there employed & taken for the use of the said William More & of his said house & household, and where the residue of the said water coming into the said garden over & besides so much thereof as do serve for the use & occupation of the said William More & of his said house & household is now conveyed out of the said garden by a conduit pipe into the said residue of the said piece of void or vacant ground before excepted, the said William More, for him, his heirs, executors, administrators & assigns, doth further covenant & grant to & with the said Sir Henry Neville, his executors & assigns, by these presents that he, the said William More, his heirs & assigns, shall permit & suffer the said Sir Henry Neville, his executors & assigns, inhabiting in the premises before to him by these presents demised lawfully during the said term to have & take out of the said pipe or conduit situate & being in the said residue of the above-recited piece of void or vacant ground before excepted so much of the said residue of the said water issuing & coming from & out of the same garden of the said William More by the said pipe or conduit as will serve for the use & occupation of the said Sir Henry Neville, his executors & assigns, inhabiting in the premises before demised & of his or their said house & household;

And that it shall be lawful for the said Sir Henry, his executor & assigns, inhabiting in the premises before to him by these presents demised, to convey the same water coming out of & from the said garden of the said William More into the said residue of the said piece of void or vacant ground before excepted from the said pipe or conduit, being in the said residue of the said piece of void or vacant ground before excepted, by a pipe to be laid either above the ground or under unto such parts & places of the premises to him, the said Sir Henry Neville, afore demised as to him, the said Sir Henry, his executors or assigns, shall be thought meet & convenient;

And further that he, the said William More, his heirs or assigns, shall not wilfully by any act by him or them to be done turn any great quantity of the said residue of the said water which shall run & come into the said garden (other than so much thereof as from time to time shall be thought meet & convenient to the said William More, his heirs & assigns, to serve & be employed for the use or occupation of the said William More, his heirs & assigns & of his & their said house & household) from running and coming from the said garden into the said residue of the said piece of void or vacant ground before excepted, but that therewith the said Sir Henry Neville, his executors & assigns, inhabiting in the premises before demised & his & their said house & household may be therewith conveniently served if the said residue of the said water will so serve & extend unto;

Saving & excepting always to the said William More, his heirs & assigns, all such waste & superfluous water as shall remain & be to come after such time as the said Sir Henry Neville, his executors & assigns, inhabiting in the premises before demised shall be well & conveniently served with the said water;

In witness whereof the parties abovesaid to these indentures interchangeably have set their seals, given the day & year above-written.

[Signature and seal torn off]