

SUMMARY: The document below is the indenture dated 30 May 1610 by which Sir Richard Michelborne, George Poole and Charles Poole sold to Richard Burbage and Cuthbert Burbage for £150 a portion of the premises in the Blackfriars which, after an arbitration in 1573, Sir William More (1520-1600) of Loseley was required to deed to Henry Poole (d.1580).

For details of the arbitration by which Henry Poole acquired premises in the Blackfriars, see the summary to his will, TNA PROB 11/62/182. For purposes of the indenture below, it should be noted that in 1573 the arbitrators had stipulated that 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'.

It is unclear whether Henry Poole still owned all those messuages and tenements at his death in 1580. The clause in his will refers to his houses and lands in the Blackfriars without naming any tenants:

*Item, I will that after the decease of Margaret, my wife, that George Poole, my son, shall have all my houses, lands, tenements and hereditaments within the Blackfriars in London, to have to him and to his heirs forever.*

In any event, the indenture below states that the sale to the Burbages was only of the messuages and tenements which had formerly been in the tenure of Christopher Fenton. What happened to Henry Poole's other messuages and tenements in the Blackfriars, i.e. those which in 1573, at the time of the arbitration, were in the tenure of Thomas Austen and John Lewes, is unknown.

On 16 February 1585, Margaret Poole had mortgaged this property (i.e. the premises in the tenure of Christopher Fenton) to Sir Richard Michelborne (d.1638) of Broadhurst, Sussex, for £105, subject to a condition that if the £105 were to be repaid to Michelborne on 19 June 1585, the indenture would be void. See Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), p. 125 at:

<https://archive.org/stream/collectionspt102malouoft#page/124/mode/2up>.

The fact that Sir Richard Michelborne was a party to the sale to the Burbages suggests that he still held a mortgage or some other interest in the property as late as 1610.

The modern-spelling transcript below was prepared from the original-spelling transcript in Feuillerat, *supra*, 76-83 at:

<https://archive.org/stream/collectionspt102malouoft#page/76/mode/2up>.

This indenture made the thirtieth day of May Anno Domini 1610 and in the year of the reign of our Sovereign Lord James by the grace of God King of England, France and Ireland, Defender of the Faith etc. the eight and of Scotland the three and fortieth between Sir Richard Michelborne of Broadhurst in the county of Sussex, knight, George Poole of Keymer in the county of Sussex, gentleman, and Charles Poole of Ditchling in the said county of Sussex, gentleman, on thone party, and Richard Burbage and Cuthbert Burbage of the parish of St Leonard's in Shoreditch in the county of Middlesex, gentlemen, on thother party:

Witnesseth that the said Sir Richard Michelborne, George Poole and Charles Poole for and in consideration of the sum of one hundred and fifty pounds of lawful money of England to them in hand paid by the said Richard Burbage and Cuthbert Burbage, whereof & wherewith they, the said Sir Richard Michelborne, George Poole and Charles Poole, acknowledge themselves fully satisfied, contented and paid, and thereof and of every part and parcel thereof they do clearly acquit and discharge the said Richard Burbage and Cuthbert Burbage and either of them, their and either of their heirs, executors, administrators and assigns & every of them, forever by these presents;

And for divers other good and reasonable causes and considerations them, the said Sir Richard Michelborne, George and Charles Poole, especially moving, have granted, aliened, bargained and sold and by these presents for them and every of them, their and every of their heirs, do fully, freely, clearly and absolutely grant, alien, bargain, sell & confirm unto the said Richard Burbage & Cuthbert Burbage, their heirs and assigns, forever all those messuages or tenements, gardens, yards, courts and backsides with their appurtenances to the same messuages or tenements or any of them belonging or appertaining or used or occupied to & with the same, situate, lying and being in the parish of Saint Anne's within the precinct of the late-dissolved Blackfriars in London late in the tenure or occupation of Christopher Fenton, gentleman, or of his assigns, and now in the several tenures or occupations of Henry Archer, clockmaker, Agnes Magnus, widow, Marie Austen, widow, and John Clarke, gentleman, or of their assignee or assigns, undertenant or undertenants;

And all other the messuages, lands, tenements & hereditaments of them, the said Sir Richard, George Poole and Charles Poole or any of them, set and being in the said parish of Saint Anne's;

And the reversion & reversions, remainder and remainders, of all and singular the premises aforesaid and of every parcel thereof;

And all rents and yearly profits whatsoever reserved upon whatsoever lease or grant, leases or grants, in any wise had or made of the premises aforesaid or any parcel thereof;

Together with all and every the deeds, evidences, writings, escripts, terriers and muniments whatsoever concerning the premises aforesaid or any parcel thereof, & the true copies of all such others as concerneth the same premises jointly with any other lands or tenements which they, the said Sir Richard Michelborne, George Poole and

Charles Poole or any of them or any other person or persons to their or any of their use or behoof or delivery have or hath, and which they or any of them may lawfully have, attain, get or come by without suit in the law;

To have and to hold the said messuages or tenements, gardens, yards, courts and all and singular other the premises with the appurtenances in and by these presents bargained and sold or mentioned to be granted, bargained and sold and every pate [sic] thereof unto the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, to th' only and proper use and behoof of the said Richard Burbage and Cuthbert Burbage and of their heirs and assigns forever;

And the said Sir Richard Michelborne for him, his heirs, executors, administrators and assigns and for every of them, doth covenant, promise and grant to and with the said Richard Burbage and Cuthbert Burbage and either of them, their and either of their heirs, executors and assigns, & to & with every of them, [+by?] these presents in manner and form following, that is to say:

That they, the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, shall and may according to the true intent and meaning of these presents peaceably and quietly have, hold, occupy, inherit and enjoy the said messuages or tenements, gardens, yards, courts, backsides and all and singular other the premises with th' appurtenances before by these presents bargained and sold or mentioned to be bargained and sold and every part and parcel thereof without any let, denial, eviction, recovery, interruption or other impediment whatsoever of or by the said Sir Richard Michelborne, his heirs and assigns, or any of them, or of or by any other person or persons whatsoever lawfully claiming by, from or under him or them or any of them or by, from or under his, their or any of their rights, titles or interests;

And further that all and every the premises afore by these presents mentioned to be bargained and sold at th' ensealing and delivery of these presents are and be and so from henceforth for evermore shall be, continue and endure unto the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, free and clearly acquitted, exonerated and discharged or otherwise sufficiently saved and kept harmless of & from all and singular former bargains, sales, gifts, grants, leases, rents, arrearages of rents, rentcharges, jointures, dowers, uses, wills, fines, issues, entails, mortgages, bonds, recognizances, statutes merchant and of the Staple, extents, executions, intrusions, debts of record, and, of and from all and every other titles, troubles, charges and encumbrances whatsoever had, made committed or done or suffered to be done by the said Sir Richard Michelborne or by any other person or persons by his means or procurement;

And further that he, the said Sir Richard Michelborne, and Dame Cordell, now his wife, and the heirs and assigns of the said Sir Richard, and all and every other person and persons and their heirs anything having, claiming or rightfully pretending to have or claim, or which at any time hereafter shall or may lawfully have, claim or pretend to have any estate, right, title or interest to, of, in or out of all and singular the premises aforesaid with th' appurtenances or to, of, in or out of any part or parcel thereof by, from or under

the said Sir Richard Michelborne, shall and will from time to time and at all times hereafter during the space of seven years next ensuing the date of these presents at and upon the reasonable request or requests and costs and charges in the law of the said Richard Burbage and Cuthbert Burbage or either of them, their or either of their heirs and assigns or any of them, do, make, knowledge, suffer and execute or cause to be done, made, knowledged, suffered and executed all and every such further and other reasonable act and acts, thing and things, devise and devises, assurance and assurances in the law for the further and more better and perfecter assurance and sure making of all and singular the premises aforesaid and every parcel thereof by the name or names aforesaid, number or numbers of messuages aforesaid or otherwise to be had and made sure unto the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, to their own proper use and behoof, be it by deed or deeds enrolled or not enrolled, enrolment of these presents, fine, feoffment, recovery with voucher or vouchers over, release, confirmation with warranty only against the said Sir Richard Michelborne and Dame Cordell, his wife, and the heirs and assigns of the said Sir Richard, or otherwise without warranty, and by all and every of the devises aforesaid or by so many of them as by the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, or their or any of their counsel learned in the law shall be reasonably devised, advised and required;

And the said George Poole and Charles Poole for them and either of them, their and either of their heirs, executors, administrators and assigns and for every of them, do covenant, promise and grant to and with the said Richard Burbage and Cuthbert Burbage and to and with either of them, their and either of their heirs, exe[c]utors and assigns and to and with every of them by these presents in manner & form following, that is to say:

That they, the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, shall or may according to the true intent and meaning of these presents peaceably and quietly have, hold, occupy, inherit and enjoy the said messuages or tenements, gardens, yards, courts, backsides and all and singular other the premises with th' appurtenances before by these presents bargained and sold or mentioned to be bargained and sold and every part and parcel thereof without any let, denial, eviction, recovery, interruption or other impediment whatsoever of or by the said George Poole and Charles Poole or either of them, their or either of their heirs or assigns or any of them, or of or by any other person or persons whatsoever lawfully claiming by, from or under them or any of them, or by, from or under his, their or any of their rights, titles or interests, or by, from or under Henry Poole, late of Ditchling in the county of Sussex, esquire, and Margaret, his wife, or any of them, or by, from or under any of their ancestors;

And further that all and every the premises afore by these presents mentioned to be bargained and sold at th' ensealing and delivery of these presents are and be and so from henceforth for evermore shall be, continue and endure unto the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, free and clearly acquitted, exonerated and discharged or otherwise sufficiently saved and kept harmless of and from all & singular former bargains, sales, gifts, grants, leases, rents, arrearages of rents, rentcharges, jointures, dowers, uses, wills, fines, issues, entails, mortgages, bonds, recognizances, statutes merchant and of the Staple, extents, executions, intrusions, debts of record, and

of and from all and every other titles, troubles, charges and encumbrances whatsoever had, made, committed or done or suffered to be done by the said George Poole and Charles Poole, Henry Poole and Margaret, his wife, or any of them or by any of their ancestors, except one indenture of lease bearing date the last day of May in the thirteenth year [=31 May 1571] of the reign of our late Sovereign Lady of famous memory, Queen Elizabeth, made between the said Henry Poole and Margaret, his wife, on the one party, and Christopher Fenton of London, gentleman, on thother party;

And further that they, the said George Poole and Charles Poole and either of them, their and either of their heirs, and all and every other person and persons and their heirs anything having, claiming or rightfully pretending to have or claim, or which at any time hereafter shall or may lawfully have, claim or pretend to have any estate, right, title or interest to, of, in or out of all and singular the premises aforesaid with th' appurtenances or to, of, in or out of any part or parcel thereof by, from or under the said George Poole, Charles Poole, Henry Poole and Margaret, his wife, or any of them or any their ancestors, other than the foresaid Christopher Fenton or some other claiming under him by virtue of the said excepted lease only, shall and will from time to time and at all times hereafter during the said space of seven years next ensuing the date of these presents at and upon the reasonable request or requests and costs and charges in the law of the said Richard Burbage and Cuthbert Burbage or either of them, their or either of their heirs and assigns or any of them, do, make, knowledge, suffer and execute or cause to be done, made, knowledged, suffered and executed all and every such further and reasonable act and acts, thing and things, devise & devises, assurance and assurances in the law for the further, more better and perfecter assurance, surety and sure making of all & singular the premises aforesaid and every parcel thereof by the name or names aforesaid, number or numbers of messuages aforesaid or otherwise to be had and made sure to the said Richard Burbage and Cuthbert Burbage, their heirs and assigns, to their own proper use and behoof, be it by deed or deeds enrolled or not enrolled, enrolment of these presents, fine, feoffment, recovery with voucher or vouchers over, release, confirmation with warranties only against the said George Poole, Charles Poole, Henry Poole and Margaret, his wife, and every of them, their and every of their heirs and assigns, or otherwise without warranties, and by all and every of the devises aforesaid or by so many of them as by the said Richard Burbage and Cuthbert Burbage or either of them, their heirs and assigns, or their or any of their counsel learned in the law shall be reasonably devised, advised and required;

And it is covenanted, granted, concluded and fully agreed by and between the said parties to these presents that all and every fine and fines, feoffment, recovery, assurance and assurances in the law now had and made and which hereafter shall be had, made or passed by and between the said parties to these presents or any of them of, for, touching or concerning the premises aforesaid or any part or parcel thereof shall be and enure and shall be adjudged, esteemed and taken to be to and for th' only and proper use and behoof of the said Richard Burbage and Cuthbert Burbage and of their heirs and assigns forever, and to and for none other use, intent or purpose whatsoever;

In witness whereof the parties aforesaid to these present indentures interchangeably have set their hands and seals, dated the day and years first above-written.

Et memorand{um} q{uo}d vicesimo die Iunii Anno sup{ra}script{o} p{re}fat{us} Ric{hard}us michelborne mil{es} Gorgius Poole et Carolus Poole gen{erosi} vener{unt} coram d{ic}t{o} d{omi}no Rege et recogn{overunt} Inden{turam} p{re}d{ictam} ac o{mn}ia et singula in ead{em} conten{ta} et sp{ec}ific{ata} in forma sup{ra}d{icta} Irr{otulatur} xiiijo die Iulij Anno p{re}d{icto} ex{aminatu}r(?)

[=And be it remembered that on the twentieth day of June in the year above-written the forenamed Richard Michelborne, knight, George Poole and Charles Poole, gentlemen, came before the said Lord the King in his Chancery and acknowledged the indenture aforesaid and all and singular in it contained and specified in form abovesaid. Enrolled on the 13<sup>th</sup> day of July in the year aforesaid. Examined.(?]