

SUMMARY: The document below is a certified copy of the indenture of bargain and sale, dated 25 April 1554, by which Sir Thomas Cawarden sold to George Brooke (d. 29 September 1558), 9th Baron Cobham, for £60 premises including the hall on the upper floor of the northern end of the western range of the Blackfriars which had been the former monastic great hall. The hall is described in the indenture below as 52 feet long (north to south) and 27 feet wide (east to west).

As noted in the indenture below, the hall purchased by Lord Cobham via this indenture abutted on the south on four rooms currently occupied by Sir John Cheke:

. . . butting upon the south on the house now in the tenure or occupation of Sir John Cheke, knight, or of his assigns

For Lord Burghley's brother-in-law, Sir John Cheke (1514-1557), see the *ODNB* article.

The premises occupied by Cheke were later leased in 1576 to Richard Farrant, and became part of the first Blackfriars theatre (for the Farrant lease, see Folger MS L.b.350). Prior to the recovery of the Farrant lease by Sir William More circa May 1584, the Farrant lease was held by Oxford, who gave it to his servant, John Lyly.

The property purchased by Lord Cobham via the indenture below also included a room under Lord Cobham's current mansion in the former monastic porter's lodge, described as being 47 feet long (east to west) and 21 feet wide (north to south). See Holder, *infra*, p. 373.

In exchange, as noted by Holder, *infra*, p. 72, Lord Cobham sold to Cawarden tenements lying to the west of the 'highway' leading from the Blackfriars gate near Ludgate south to the Blackfriars stairs on the Thames, as well as his kitchen yard, which lay on the west side of his mansion to the south of his garden.

Holder provides the following description of the properties leased and owned by the 9th and 10th Barons Cobham in the Blackfriars:

George Brooke, ninth Baron Cobham, was an aristocrat and soldier who had served Henry in his wars in France and who had jostled with the king at courtly displays. He obtained an eighty-year lease on part of the west wing of the main monastic cloister in April 1536, at an annual rent of 106s 8d. At the Dissolution the Crown became his landlord and the rent on his mansion and garden can be traced in the rent collector's accounts. After Cobham's death in 1558 his son William Brooke, tenth Baron Cobham, continued to rent the property although by 1566 he was nearly £100 behind with the rent (the debt of £98 3s 4d was then reduced to £51 13s 4d). A document listing the various parts of the property that Cobham rented provides useful detail on the house in the 1540s or '50s. Apart from a 'greet hall' and a 'lees hall' there was a long gallery that must have been adapted from the western walk of the cloister, as well as a garden, wood-yard, coal-house and privy.

Both George and William Brooke added to their Blackfriars estate in the decades following the Dissolution. In 1546 the Crown granted George Brooke the freehold of the northern part of the mansion and the former monastic kitchen yard (with access to its water supply), for which he paid £48. In 1551 Brooke bought an adjacent messuage from Richard Tate (who had been granted it by the Crown). In April 1554 Brooke agreed a part exchange deal with his neighbour Thomas Cawarden: Brooke granted Cawarden the kitchen yard and a couple of other buildings (that he had acquired in 1546) and Cawarden granted Brooke the freehold of the hall (probably the monastic guest hall that Brooke already occupied), which lay immediately south of Brooke's mansion. This exchange was later to pose a problem for Brooke: by granting Cawarden the kitchen yard he had lost his title to the water supply and he twice wrote to Cawarden's successor More in the 1570s and '80s asking for the water to be reconnected. In 1571 William Brooke enlarged his Blackfriars property to the south by leasing six upper chambers and a new kitchen in the former buttery from William More. Brooke subsequently purchased the kitchen (but not the chambers) for £50 in 1602. There is a useful inventory of Lord Cobham's Blackfriars property drawn up in 1603 six years after his death.

The Apothecaries' Company purchased the property in 1632 and the hall, rebuilt after the Great Fire, is still owned by the Company today.

See Holder, Nick, 'The Medieval Friaries of London', PhD thesis, University of London, August 2011, pp. 71-2 and plan, p. 373.

For Sir William More's 1571 lease to William Brooke (1527-1597), 10th Baron Cobham, of 'six upper chambers' just south of the former monastic hall which George Brooke, 9th Baron Cobham, had purchased via the indenture below, see Folger MS L.b.311.

Sir George Harper mentioned in the indenture below died 8 November 1558 at his house in the Blackfriars. The yard of his house is described in the indenture below as lying to the west of Lord Cobham's mansion in the former monastic porter's lodge. For Sir George Harper, see his will, TNA PROB 11/42A/75, and the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/harper-george-1503-58>.

For the indenture below see also the Surrey History Centre online catalogue at:

<http://www.surreyarchives.org.uk/CalmView/Record.aspx?src=CalmView.Catalog&id=L.M%2fSectionG%2f5%2f4%2f1%2f12&pos=14>

The modern-spelling transcript below was prepared from the original-spelling transcript in Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), 15-19 at:

<https://archive.org/stream/collectionspt102malouoft#page/14/mode/2up>.

The Lord Cobham his purchase of Sir Thomas Cawarden in the Blackfriars

This indenture made the 25th day of the month of April in the first year of the reign of our Sovereign Lady Mary by the grace of God of England, France & Ireland Queen, Defender of the Faith, between Sir Thomas Cawarden of Bletchingley in the county of Surrey, knight, of the one party, and George Brooke of the right honourable Order of the Garter knight, Lord Cobham, of that [sic?] other party:

Witnesseth that the said Sir Thomas Cawarden, knight, as well for and in consideration of the sum of 60 pounds of good and lawful money of England to the said Sir Thomas Cawarden by the said Lord Cobham well and truly to be contented and paid, whereof the said Sir Thomas Cawarden of 40 pounds of good and lawful money of England, parcel of the said sum of threescore pounds, knowledgeth himself to be well and truly contented and paid, and of the said sum of £40 the said Lord Cobham, his executors, administrators and assigns doth thereby acquit and discharge forever by these presents, as for other good and especial considerations him specially moving hereafter in these presents specified and comprised, hath given, granted, bargained and sold and by these presents giveth, granteth, bargaineth and selleth unto the said Lord Cobham all that his hall & hereditament with the appurtenances set, lying and being within the late site, circuit, ambit and precinct of the late Blackfriars, London, adjoining to the house of the said Lord Cobham, butting upon the south on the house now in the tenure or occupation of Sir John Cheke, knight, or of his assigns, and on the north butting upon the stairs leading up into the house wherein the said Lord Cobham now dwelleth, and on the east butting upon the late cloister yard of the said late Blackfriars, and on the west butting upon the garden of the said Lord Cobham, which said hall above by these presents bargained and sold containeth in length from the north end to the south end fifty and two foot, and in breadth from the east part to the west part thereof twenty and seven foot;

And further the said Sir Thomas Cawarden for the considerations aforesaid hath given, granted, bargained & sold and by these presents giveth, granteth, bargaineth and selleth unto the said Lord Cobham all that his nether room, ground, soil and hereditament with th' appurtenances set, lying and being within the said late circuit and precinct of the said Blackfriars, London, under the chambers of the said Lord Cobham, containing in length from the east part to the west part thereof forty and seven foot, and in breadth from the north part to the south part twenty and one foot, butting upon the late cloister yard end of the said late Blackfriars on the east, and on the west butting on the yard of Sir George Harper, knight;

To have, hold, occupy and enjoy all and singular the said hall, nether room, ground, soil and hereditament set, lying and being within the said late site, circuit & precinct of the said late Blackfriars, London, and all & singular other the premises with th' appurtenances and every part and parcel thereof above by these presents to the said Lord

Cobham in form aforesaid bargained and sold to the said Lord Cobham, his heirs and assigns forever, to the only and proper use & behoof of the said Lord Cobham, his heirs and assigns, forever;

And further the said Sir Thomas Cawarden for him, his heirs, executors, administrators and assigns, covenanteth and granteth to and with the said Lord Cobham, his heirs, executors, administrators and assigns, that all and singular the said premises and every part and parcel thereof at the day of these presents are thereby discharged, exonerated & acquitted of all and singular former bargains, sales, leases, jointures, dowers, executions, recognizances, statutes, forfeitures, uses and encumbrances whatsoever had, made, done, suffered or committed by the said Sir Thomas Cawarden or by any other person or persons by his means, assent or procurement, the dower of the Lady Elizabeth, his wife, only excepted;

And further the said Sir Thomas Cawarden for him, his heirs, executors, administrators and assigns covenanteth and granteth to and with the said Lord Cobham, his heirs, executors, administrators and assigns, that he, the said Sir Thomas Cawarden, and the Lady Elizabeth, his wife, th' heirs, executors or assigns of the said Sir Thomas, upon a reasonable request by the said Lord Cobham, his heirs, executors, administrators and assigns, to him or them to be made, shall do all and singular such act and acts, thing and things, for the further and more better assurance and sure making of the premises to the said Lord Cobham, his heirs and assigns, forever, be it by feoffment, fine, recovery, release, deed or deeds enrolled without warranty or otherwise with warranty against the said Sir Thomas Cawarden and his heirs only, as shall be reasonably demised [sic?] or advised to be done by the learned counsel of the said Lord Cobham, his heirs or assigns, or the learned counsel of any of them, and at the only costs and charges of the said Lord Cobham, his heirs or assigns, so the same device be made, offered and required within one year next following the date hereof;

In consideration of which bargain and sale the said Lord Cobham hath remised, released & acquitted and by these presents doth for him and his heirs remit, release and quitclaim to the said Sir Thomas Cawarden and his heirs all that his right, title, claim, state and interest that he, the said Lord Cobham, had, hath or might have by any way or means of, to or in all and singular those tenements, houses, edifices, buildings and hereditaments with the appurtenances set, lying and being within the said late site, circuit and precinct of the said late Blackfriars, London, lying on the west side of the highway leading from the great gate of the said late friars near Ludgate to the Thames to the stairs called lez Blackfriars stairs;

And also the said Lord Cobham for him, his heirs, executors and assigns, hath remised, released and acquitted and by these presents doth remit, release and quitclaim to the said Sir Thomas Cawarden and his heirs all that his right, title, claim, state and interest that he, the said Lord Cobham, had, hath or might have by any ways or means of, in or to all that void ground, soil and hereditament called the kitchen-yard, and of, to or in one coalhouse and one common jakes with the appurtenances set, lying and being within the said late

site and circuit of the said late friars and on the south side adjoining to the garden of the said Lord Cobham;

And also the said Lord Cobham doth covenant and grant for him, his heirs, executors, administrators and assigns, to & with the said Sir Thomas Cawarden, his heirs, executors, administrators & assigns, that he, the said Lord Cobham, his heirs, executors or assigns, shall further do and suffer to be done all and every such thing and things, act and acts, for the more perfect and sure extinguishment of such right, title and interest as he, the said Lord Cobham, hath or claimeth in the premises as shall be devised or advised by the said Sir Thomas Cawarden, his heirs or his or their learned counsel, with warranty only against the said Lord Cobham and his heirs or otherwise without warranty, be it by fine, feoffment or otherwise at the only costs and charges of the said Sir Thomas Cawarden and his heirs;

In witness whereof as well the said Sir Thomas Cawarden as the said Lord Cobham interchangeably have set their seals the day and year above-written.

Memorandum quod predicto xxvto die Aprilis Anno sup{ra}scripto venit predictus Thomas Cawarden Miles coram dicta Regina in Cancellaria sua apud westmonasterium & recognovit indenturam predictam ac omnia & singula in eadem contenta & specificata in forma suprascripta

[=Be it remembered that on the foresaid 25th day of April in the year above-written the foresaid Thomas Cawarden, knight, came before the said Lady Queen in her Chancery at Westminster & acknowledged the indenture aforesaid and all & singular contained & specified in the same in the form above-written.]

Examiat{ur} et concordat{ur} cum Recordo verbatim per me Edwardum Rydger

[=Examined and reconciled with the record word for word by me, Edward Rydger]