

SUMMARY: The document below is an indenture dated 20 March 1585 between Sir William More (1520-1600) of Loseley and 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’.

On Sir William More’s part, the indenture involves his reversionary interest in the premises covered by two separate leases, the first a lease from Margaret Poole to Bonetti covering what had formerly been the house in the Blackfriars occupied in 1573 by Lawrence Bywater, and the second a lease sold to Bonetti by Oxford’s servant, John Lyly, of the fence-school premises formerly occupied by William Joyner. In the case of Bonetti’s lease from Margaret Poole, Sir William More held the reversionary interest after the death of Margaret Poole. In the case of the lease of the fence-school premises sold to Bonetti by John Lyly, Sir William More held the reversionary interest after the term of years stipulated in the lease expired (although since the original lease is not extant, the term of years it contained is unfortunately unknown).

Once these facts are determined, it appears from the description of the property in the document itself that what Sir William More was granting to Bonetti was an extension of the lease on the house formerly occupied by Lawrence Bywater (i.e. the lease which Bonetti had from Margaret Poole), together with an extension of a *small portion* of the premises occupied by the former fence-school. In the case of both leases, the extension would run for ten years *after the death of Margaret Poole* at an annual rent of £6, with the first payment to be made at the first of the named feasts to occur after her death.

At this point it is helpful to clarify that Lyly held four different leases in the Blackfriars, all four of which Wallace considers were given to Lyly by Oxford. See Wallace, Charles William, *The Evolution of the English Drama up to Shakespeare*, (Berlin: Georg Reimer, 1912), p. 187. The first, and best-known, was the Farrant lease, i.e. the lease of the site of the first Blackfriars theatre, which had originally been granted by More to Richard Farrant (d. 30 November 1580). Farrant left it in his will to his wife, Anne, who sold it to William Hunnis and John Newman, who sold it to Henry Evans, who sold it to Oxford, who gave it to John Lyly. See Folger MS L.b.350. Sir William More eventually recovered that lease through litigation in 1584, and according to Wallace, *supra*, p. 194:

*When the Farrant-Lyly theatre broke up, the lease was forfeited to More, and Lyly could not sell it.*

Although he could not sell the Farrant lease, Lyly could and did sell the other three. He sold two leases to Henry Carey (1526-1596), 1<sup>st</sup> Baron Hunsdon. See Wallace, *supra*, pp. 186-7.

Lyly’s fourth lease, the lease he sold to Bonetti, is the one referred to in the indenture below. However as noted above, only a small portion (6 ½ feet in length and breadth) of the premises comprised in that fourth lease is included in the indenture below:

*. . . all which six foot & a half in length and breadth of the demise of the said Sir William More and now taken in and adjoined as part and belonging to the aforesaid messuage or tenement do belong to the tenement late in the tenure of John Lyly, gentleman, & now in the tenure of the said Rocho Bonetti.*

Sir William More's reason for combining the two leases in this way is not recorded. However it likely had to do with the ruinously expensive renovations which Bonetti had undertaken with More's permission. It seems likely that Bonetti had renovated much of the former Bywater house, and some portion of the former fence-school, and that Sir William More, after much persuasion by Sir Walter Raleigh, Oxford's brother-in-law, Peregrine Bertie, Lord Willoughby d'Eresby, and Sir John North, had included in the indenture below that part of the former fence-school on which Bonetti had expended considerable sums renovating.

As noted above, Sir William More held a reversionary interest in both Margaret Poole's lease to Bonetti and in Lyly's fourth lease, the one he had sold to Bonetti. More's reversionary interest in the latter is evident; as with any lease for a term of years, More would regain the property when the term expired. However the way in which Sir William More acquired a reversionary interest in Margaret Poole's lease to Bonetti was unusual, and is explained in detail in the summary to the will of Margaret Poole's second husband, Henry Poole (d.1580), TNA PROB 11/62/182, and in the arbitration award of 1573, Loseley MS No. 1396, to which the reader of this summary is referred.

The indenture below stipulates that the 10-year term granted by More to Bonetti in both these properties, i.e. the premises Margaret Poole had leased directly to Bonetti, and the portion of the premises Bonetti had acquired through the purchase of Lyly's lease of the former fence-school, was to commence only after the death of Margaret Poole:

*To have, hold, occupy and enjoy the said messuage or tenement with their several appurtenances to the said Rocho Bonetti, his executors, administrators and assigns, from & after the decease of the said Margaret Poole and from & after the full expiration and determination of the estate for term of life which she now hath as yet undetermined of & in the said messuage and tenement & other the premises before demised unto the full end & term of ten years from thence next & immediately ensuing & fully to be complete and ended, yielding and paying therefore every year and yearly from & after the decease of the said Margaret Poole unto the said Sir William More, his heirs, executors or assigns, the full sum of six pounds of lawful money of England at four feasts or terms in the year.*

Because Margaret Poole had already entered into a separate lease to Bonetti at some time prior to the indenture below, and Sir William More also had a separate lease with Bonetti predating the indenture below, i.e. the lease which Oxford had granted to Lyly, and Lyly had in turn sold to Bonetti, the indenture below was not intended to govern the *current* relationship between Margaret Poole and Bonetti, and Sir William More and Bonetti, as lessors and lessee, respectively, but was only intended to govern the relationship between Sir William More and Bonetti as lessor and lessee *after Margaret Poole's death*. In the event, however, Bonetti died in 1587, predeceasing Margaret Poole by many years, and

Sir William More also died in Margaret Poole's lifetime. The relationship between Sir William More and Bonetti envisioned in the indenture thus never actually materialized. However (presumably after Bonetti's death in 1587), a similar indenture providing for a lease to run for 10 years after the death of Margaret Poole at an annual rent of £6 was granted by Sir William More and his son and heir, Sir George More (1553-1632), to Thomas Bryskett, and that indenture was assigned by Sir George More in 1601 to Cuthbert Burbage and Richard Burbage when he sold them outright the property in which Margaret Poole had held a life estate, and the Mores held a reversionary interest. See Folger MS L.b.357:

*. . . one lease of the premises made and granted by the said Sir William More and Sir George More or one of them to the said Thomas Briskett for the term of ten years to begin from & immediately after the death of the said Margaret Poole, widow, whereupon the yearly rent of six pounds is reserved and shall be yearly payable to the said Cuthbert & Richard Burbage, their heirs or assigns, during the said term.*

For the indenture below see also Smith, *supra*, pp. 156-7:

*Bonetti had come to England from Italy about 1569. He first lived in Warwick Lane. Later he acquired several parcels of real estate in the Blackfriars precinct. In addition to the lease that he bought from Lyly, he purchased from Mrs. Poole her life interest in the butler's lodging, rented other rooms and yards from her and More, and spent a fortune in repairing and improving them. His ambitions for his houses and grounds outran both his discretion and his funds, for he erected new buildings on More's land without More's consent, and in 1583 he owed his workmen £200. When his leases approached expiration, disgruntled workmen petitioned More not to grant extensions until their claims were settled, and because of this and Bonetti's irresponsibility, More was reluctant to renew. But Bonetti enlisted the aid of influential men, among them Lord Peregrin[e] Willoughby, Sir John North, and Sir Walter Raleigh, and eventually got More to extend the leases, but for shorter terms than Bonetti desired.*

For letters to Sir William More on behalf of Bonetti written by Sir Walter Raleigh, Oxford's brother-in-law, Peregrine Bertie (1555-1601), Lord Willoughby d'Eresby, and Sir John North (c.1550-1597), see Folger MS L.b.37; Surrey History Centre LM/COR/3/372, 382, 383, 387 and 388.

For further particulars of Bonetti, see the will of his brother-in-law, Robert Burbage (d.1575), TNA PROB 11/57/448; Folger MS L.b.37; and BL Cotton Caligula C/VI. For holograph letters by Bonetti, see BL Cotton Galba C/V, f. 37; BL Cotton Galba C/V, f. 39; BL Cotton Titus B/VII, f. 225; TNA SP 12/175, f. 104; and TNA SP 46/125, f. 130.

For Margaret Poole and her property in the Blackfriars mentioned in the lease, see also the will, TNA PROB 11/42B/105, of her father-in-law, Sir Thomas Cheyney (c.1485-1558), who left her the property in the Blackfriars as part of her jointure:

*And also I will that my daughter-in-law, Margaret Poole, late wife to my son John Cheyney, deceased, shall peaceably enjoy to her and her assigns during her natural life . . . a house at the Blackfriars in London now in the tenure of Sir Thomas Cawarden, knight, and serveth for the Queen's Majesty's tents, and another house there late in the tenure of John Beamound, all which manors, lands and tenements with th' appurtenances I, the said Sir Thomas Cheyney, have assured to th' use of the said Margaret Poole for her jointure in consideration of the marriage had and solemnized between my said son, John Cheyney, and the said Margaret.*

Margaret Poole was born Margaret Neville, the daughter of George Neville (c.1469-1535), 3<sup>rd</sup> Baron Bergavenny, and his third wife, Mary Stafford. Her first husband, John Cheyney, was slain at the siege of Montreuil in 1544, and she married secondly Henry Poole (d. 28 March 1580), esquire, of Ditchling, Sussex. For Henry Poole see his will, *supra*, and the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/poole-henry-i-1526-80>.

For Margaret Neville Cheyney Poole, see also Richardson, Douglas, *Plantagenet Ancestry*, 2<sup>nd</sup> ed., 2011, Vol. I, p. 244 at:

<https://books.google.ca/books?id=kjme027UeagC&pg=PA244&lpg=PA244&dq=%22George+Neville%22+%22Mary+Stafford%22&source=bl&ots=qvEoLvZbeg&sig=REjr8VvC9AtMbWCjRGOXInq4N3A&hl=en&sa=X&ei=VT4LVYfTEM30oASf7ILYAQ&ved=0CFoQ6AEwCQ#v=onepage&q=%22George%20Neville%22%20%22Mary%20Stafford%22&f=false>.

See also Rutton, W.L., 'Cheney of Shurland, Kent, and of Toddington, Beds.', in *Archaeologia Cantiana*, 1900, Vol. 24, pp. 122-7 at:

<http://www.kentarchaeology.org.uk/Research/Pub/ArchCant/Vol.024%20-%201900/page%20v%20+%20vi%20%20contents.htm>.

See also *Sussex Archaeological Collections*, (Lewes: George P. Bacon, 1878), Vol. XXVIII, pp. 134-6 at:

<https://books.google.ca/books?id=oITRAAAAMAAJ&pg=PA136&lpg=PA136&dq=%22Poole+of+Ditchling%22&source=bl&ots=JbkoA95ei7&sig=l3A0AgKPk6yuGyBehi79SM5taDU&hl=en&sa=X&ei=zUAMVcrSOoLVoATujoF4&ved=0CC4Q6AEwAg#v=onepage&q=%22Poole%20of%20Ditchling%22&f=false>.

One of Margaret Neville Cheyney Poole's sisters, Dorothy Neville (d. 22 September 1559), was the first wife of William Brooke (1527-1597), 10<sup>th</sup> Baron Cobham, who served as Lord Chamberlain from 8 August 1596 until his death at the Blackfriars on 6 March 1597. Another sister, Ursula Neville (d.1575), was the mother of Anne St Leger, who married firstly Thomas Digges (c.1546 – 24 August 1595), and secondly Thomas

Russell, the overseer of the will of William Shakespeare of Stratford upon Avon. See the will of Sir Thomas Cheyney, *supra*; the will of William Brooke, Lord Cobham, BL Lansdowne 830, f. 249; the will of Thomas Digges, TNA PROB 11/86/204; the will of Thomas Russell, TNA PROB 11/165/424; and Richardson, Douglas, *Magna Carta Ancestry*, 2nd ed., 2011, Vol. II, p. 82, and Vol. III, p. 482.

Margaret Neville Cheyney Poole was still living as late as 1601. See Feuillerat, *supra*, and Smith, *supra*, p. 126:

*In 1601, nearly thirty years after the award, Cuthbert and Richard Burbage were to purchase from More certain tenements and yards that were still subject to the life tenure of Margaret Poole.*

For George Carey (1548–1603), 2<sup>nd</sup> Baron Hunsdon, whose house in the Blackfriars is mentioned in the indenture below, eldest son and heir of Henry Carey, 1<sup>st</sup> Baron Hunsdon, see the *ODNB* article.

The modern spelling transcript below was prepared from the original-spelling transcript in Feuillerat, *supra*, pp. 55-60 at:

<https://archive.org/stream/collectionspt102malouoft#page/54/mode/2up>.

This indenture made the twentieth day of March in the 27<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., between Sir William More of Loseley in the county of Surrey, knight, of thone party, and Rocho Bonetti of the Blackfriars, London, gentleman, on thother party:

Witnesseth that the said Sir William More for divers good causes & considerations him specially moving hath demised, granted and to farm letten & by these presents doth demise, grant & to farm let and set unto the said Rocho Bonetti all that his messuage or tenement containing these particular rooms hereafter expressed & mentioned as the same are lately demised by one Margaret Poole, widow, viz., a hall, a chamber above the hall, a little room under the said hall, a yard, a little chamber or vault within the said yard, a cellar adjoining to the said yard under the fence-school under the south end of the same, being the tenement now in the tenure of the said Rocho Bonetti, an entry, a kitchen adjoining to the said hall & a small rowne [=sic?] within the said kitchen, all which chambers & rooms of the demise of the said Margaret Poole do contain in length from north to south twenty foot and eight inches, and four foot & a half by the present demise of the said Sir William More, and from east to west in breadth twenty foot & a half of the demise of the said Margaret Poole, and two foot over & beside by this present indenture of the demise of the said Sir William More, all which six foot & a half in length and breadth of the demise of the said Sir William More and now taken in and adjoined as part and belonging to the aforesaid messuage or tenement do belong to the tenement late in

the tenure of John Lyly, gentleman, & now in the tenure of the said Rocho Bonetti containing between the yard of Sir William More on the north to the lane leading to the house of Sir George Carey, knight, on the south 33 foot, and between the tenement of Margaret Poole on the south and west and the tenement & yard of the said Sir William More in the tenure of the said Rocho Bonetti 39 foot & 8 inches, with all chambers, cellar, sollars, rooms, entries, lights, vault, easements, buildings and commodities with all & singular their several appurtenances thereunto belonging or in any wise appertaining situate, lying & being in the parish of St Anne within the precinct of the Blackfriars aforesaid late in the tenure of the said Margaret Poole and her assigns and now in the tenure and occupation of the said Rocho Bonetti by the demise of the said Margaret Poole, all which premises, except the foresaid six foot & a half, the said Margaret Poole now holdeth for and during the term of her natural life, and after her decease to descend & come to the said Sir William More, his heirs and assigns;

To have, hold, occupy and enjoy the said messuage or tenement with their several appurtenances to the said Rocho Bonetti, his executors, administrators and assigns, from & after the decease of the said Margaret Poole and from & after the full expiration and determination of the estate for term of life which she now hath as yet undetermined of & in the said messuage and tenement & other the premises before demised unto the full end & term of ten years from thence next & immediately ensuing & fully to be complete and ended;

Yielding and paying therefore every year and yearly from & after the decease of the said Margaret Poole unto the said Sir William More, his heirs, executors or assigns, the full sum of six pounds of lawful money of England at four feasts or terms in the year, viz., at the feast of St Michael th' Archangel, the Birth of Our Lord God, the Annunciation of Our Lady St Mary the Virgin, and the Nativity of St John Baptist, the first payment thereof to be paid at or before the first feast of the aforesaid four feasts which shall next happen to be after the decease of the said Margaret Poole, and so consequently from feast to feast quarterly by even and equal portions during the term aforesaid;

And if it happen the said yearly rent of six pounds to be behind unpaid in part or in all by the space of fifteen days next after any of the said feasts of payment at which it ought to be paid, being lawfully demanded, that then it shall be lawful to the said Sir William More, his heirs and assigns, into the said messuage or tenement and other the premises with their appurtenances and every part or parcel thereof to enter and distrain, and the distresses there so taken lawfully to bear, lead, drive and carry away, & the same to withhold & keep until he and they of the said yearly rent & every parcel thereof with the arrearages of the same, if any be due unto them, be fully contented, satisfied and paid;

And further if it shall happen the said yearly rent of six pounds to be behind unpaid in part or in all over or after any feast of payment thereof as aforesaid in which it ought to be paid, being lawfully demanded, by the space of eight and twenty days, that then it shall be lawful for the said Sir William More, his heirs and assigns, into all the aforesaid messuage & other the premises with th' appurtenances wholly to re-enter, & the same to have again, enjoy, retain and repossede as in his or their former estate, and the said

Rochon Bonetti, his executors and assigns, out & from the possession thereof utterly to expel, put out and amove, this indenture or anything therein contained to the contrary in any wise notwithstanding;

And the said Rochon Bonetti for him, his executors, administrators or assigns, covenanteth, promiseth and granteth to and with the said Sir William More, his heirs, executors and assigns, by these presents that he, the said Rochon Bonetti, his executors, administrators and assigns, at his and their own proper costs and charges all the said tenement and messuage & all other the premises with their appurtenances above demised in and by all manner of reparations whatsoever, together with the pavement, seages [=sieges?] and withdraughts to the same tenement belonging, shall repair or cause to be repaired, made, paved, sustained, cleansed, scoured & amended during the said term of ten years, and at th' end of the said term shall leave and yield up all and singular the premises well and sufficiently repaired, sustained and amended in and by all things whatsoever unto the said Sir William More, his heirs, executors and assigns;

And also at his and their like costs and charges shall bear and pay all and all manner of duties & charges due, incident and appertaining to the church, scavenger, watch and ward within the precinct aforesaid which heretofore have been used and accustomed to be paid out of the said messuage and other the premises at all times during the term aforesaid;

And the said Rochon Bonetti covenanteth, promiseth and granteth to & with the said Sir William More, his heirs & executors, that if the said Rochon Bonetti, his executors or assigns, do at any time hereafter during the term aforesaid bargain or sell his or their estate of & in the premises or any part or parcel thereof, that then the said Sir William More, his heirs or executors, shall & may have the forsaking & refusing of the said demised premises before any other person or persons whatsoever, giving & paying for the same as much as any other shall or will give without fraud, covin or delay;

Provided always and it is further covenanted & excepted by the said Sir William More, his heirs, executors and administrators, by these presents that the said Rochon Bonetti, his executors, administrators and assigns, nor any of them shall not at any time hereafter use or keep or cause to be used & kept any manner victualing-house or tippling-house in and upon the said tenement and messuage and all other the premises above demised nor upon any part or parcel thereof during the term aforesaid without the privity, consent & goodwill of the said Sir William More, his heirs or executors, therein first had, granted & obtained in writing under his or their hand and seal;

And the said Sir William More for him, his heirs, executors, administrators and assigns, covenanteth, promiseth and granteth to and with the said Rochon Bonetti, his executors, administrators and assigns, by these presents that he, the said Rochon Bonetti, his executors, administrators and assigns, for the said yearly rent of six pounds of lawful money of England to be paid in such manner & form as in & by these present indentures is limited and expressed, and under and performing all and singular the covenants, grants, articles, conditions & agreements above mentioned & expressed which on the part and behalf of the said Rochon Bonetti, his executors, administrators & assigns, are or ought to

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be observed, performed, fulfilled and kept in manner and form aforesaid, shall & may peaceably and quietly have, hold, occupy and enjoy th' aforesaid messuage or tenement and all other the premises with their appurtenances above by these presents demised, named and recited without any manner let, trouble, interruption, eviction, vexation or disturbance of or by the said Sir William More, his heirs, executors, administrators or assigns, or of any other person or person whatsoever claiming by, through or under his or their estate, right, title or interest during the foresaid term of ten years mentioned and expressed in and by these presents in manner & form aforesaid;

In witness whereof the parties aforesaid to this present indenture interchangeably have put their hands and seals the day and year first above-written.