

SUMMARY: The document below is an indenture dated 26 June 1601 between Sir George More (1553-1632), son and heir of Sir William More (1520-1600), of Loseley, and Cuthbert Burbage (1564/5-1636) and Richard Burbage (1568-1619), gentlemen, by which Sir George More sold to the Burbages for £95 property in the Blackfriars in which Margaret Poole held a life estate, and which was currently in the tenure of Thomas Bryskett.

From the Folger Library catalogue of the Loseley manuscripts:

The messuage or mansion here sold to the Burbage brothers was bounded on the east and on the west by property previously sold to their father by Sir William More. Possession of the property was dependent upon the death of Margaret Pole and a lease to Thomas Briskett for ten years beginning at Margaret Pole's death. The sale price named is £95. Signed by Cuthbert Burbage (Cuth: Burbadge) and Richard Burbage (Burbagde).

From the ODNB entry for Sir William More:

Sir William More died on 20 July 1600 and was buried in the family chapel in St Nicholas's Church, Guildford. He left extensive lands in Surrey, Sussex, and Kent, and also an estate in Blackfriars, London. In January 1596 he sold part of the latter to James Burbage, who converted his purchase into a theatre, later the winter house of the King's Men. More's daughter Elizabeth was one of the queen's ladies, and married successively Richard Polsted of Albury, the queen's Latin secretary John Wolley, and the lord chancellor, Thomas Egerton, while her sister Anne married Sir George Mainwaring of Ightfield, Shropshire. His heir was his son George More (1553–1632)), who followed his father into parliament and was similarly active in local government, while also becoming chancellor of the Order of the Garter and lieutenant of the Tower of London.

For Sir Thomas Cawarden (c.1514–1559) and his wife Elizabeth (d. 20 February 1560), mentioned in the indenture, see the ODNB entry. It is stated in the indenture below that after the death of Sir Thomas Cawarden's wife, Elizabeth, the premises described in the indenture came to Sir William More 'by right of survivorship'. Elizabeth Cawarden's maiden name is unknown, but the fact that her interest came to More by survivorship suggests either that they were related, or that More had in some way purchased her interest during her lifetime.

As noted above, the sale was subject to the life interest of Margaret Poole. For details of Margaret Poole's acquisition of a life estate in the Blackfriars property, and her family background and marriages, see Folger MS L.b.352, and the will of her father-in-law, Sir Thomas Cheyney, TNA PROB 11/42B/105. As noted in the indenture below, the reversionary interest in the portion of the property in which Margaret Poole had a life estate was held by Sir George More and his heirs, thus enabling More to sell the property to the Burbages outright after Margaret Poole's death.

In 1585, the premises in the Blackfriars in which Margaret Poole held a life estate had been in the tenure of the Italian fence-master, Rocco Bonetti (d.1587), to whom Shakespeare alludes in *Romeo and Juliet* ('the very butcher of a silk button'). See SHC LM/COR/3/372, a letter dated July 1584 from Oxford's brother-in-law, Peregrine Bertie (1555-1601), Lord Willoughby d'Eresby, to Sir William More requesting More to extend Bonetti's leases in the Blackfriars, one of which Bonetti had acquired from Oxford's secretary, John Lyly, and the other of which Bonetti had acquired from Margaret Poole:

. . . where this bearer, Mr Rocco, hath an house of yours in the Blackfriars in London in lease, which term he bought of one John Lyly . . . these are therefore to desire you to stand his friend therein, and to grant him a further interest thereof, and also in one other tenement of yours there next adjoining which is in great decay in the tenure of one Mistress Poole, who hath granted her estate likewise unto him.

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 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), 1st Baron Hunsdon, who used the premises as his residence. See Wallace, *supra*, pp. 186-7.

Lyly's fourth lease, the lease he sold to Bonetti, is the one referred to in conjunction with Bonetti's lease from Margaret Poole in Folger MS L.b. 352, an indenture dated 20 March 1585 between Sir William More and Bonetti.

Presumably after Bonetti's death in 1587, an indenture similar to Folger MS L.b.352 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. It is that indenture which is assigned by Sir George More to Cuthbert Burbage and Richard Burbage in the indenture below:

. . . 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.

Thomas Bryskett was the youngest of the five sons of Anthony Bryskett, and the brother of Lodowick Bryskett. who accompanied Sir Philip Sidney from 1572 to 1574 on his continental tour. See Sisson, Charles J., ed., *Thomas Lodge and Other Elizabethans*, (New York: Octagon Books Inc., 1966), pp. 254, 278; the *ODNB* article on Lodowick Bryskett; the will of Anthony Bryskett, TNA PROB 11/56/381, and Stewart, Alan, *Philip Sidney: A Double Life*, (London: Chatto & Windus, 2000), p. 71:

https://books.google.ca/books?id=_XEjWSmFeacC&pg=PA71&lpg=PA71&dq=%22Anthony+Bryskett%22&source=bl&ots=xAZvQgPexg&sig=8AQWcmCh6OcLYxalFvRuvh5I7G4&hl=en&sa=X&ei=5K0NVdbcKojroATHj4KYCw&ved=0CDQQ6AEwAw#v=onpage&q=%22Anthony%20Bryskett%22&f=false.

Philip [Sidney] was also accompanied by Lodowick Bryskett, whose capacity hovered between friend and servant. Bryskett, seven or eight years Philip's senior, had multiple links with the Sidney family. His father was a Genoese-born merchant named Antonio Bruschetto, who came to England in 1523 and was 'denized' on 4 December 1536 as Anthony Bryskett. Anthony soon established himself as one of London's most successful merchants (with large houses in St Gabriel Fenchurch and suburban Hackney), a recognisable face at court, and friend of the great London merchant Sir Thomas Gresham and the famed Italian, Benedict Spinola. Bryskett also had useful connections on the Continent: his elder sister Lucrece had married Vincent Guicciardini, part of the powerful Florentine merchant clan, which had links across Europe.

For Sir Jerome Bowes (d.1616), mentioned in the indenture, and his patent to make glass, see *the ODNB* entry.

The modern spelling transcript below was prepared from Feuillerat, Albert, *Blackfriars Records*, (Oxford University Press: Malone Society, 1913), pp. 70-76 at:

<https://archive.org/stream/collectionspt102malouoft#page/70/mode/2up>.

This indenture made the six and twentieth day of June in the three and fortieth 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 Sir George More of Loseley in the county of Surrey, knight, son and heir of Sir William More, knight, deceased, of thone party, and Cuthbert Burbage of London, gentleman, & Richard Burbage of London aforesaid, gentleman, of thother party;

Witnesseth that where Margaret Poole, widow, hath and holdeth for term of her natural life only all that messuage or tenement with all cellars, sollars, rooms, yards, ways, easements & commodities thereunto belonging now in the tenure or occupation of Thomas Brisket or of his assign or assigns situate, lying & being within the precinct of the late Blackfriars preachers near Ludgate in London, that is to say, between the

message, rooms and buildings of the said Cuthbert & Richard Burbage on the east part & the message, rooms & buildings of the said Cuthbert & Richard Burbage and the yard or way of the said Sir George More which leadeth towards the glass-house now in the tenure of Sir Jerome Bowes, knight, on the north part, and the messuages and yards of (blank) Fenton, widow, now in the several tenures of occupations of John Tyce and (blank) Clark on the west part, and the highway that leadeth towards the message or mansion house of the right honourable George, Lord Hunsdon, Lord Chamberlain of the Queen's Majesty's most honourable Household on the south part, reversion of which said message or tenement, yards, cellars & other the premises with their appurtenances from & immediately after the death of the said Margaret Poole to the said Sir George More & his heirs of right doth belong and appertain;

Now this indenture further witnesseth that the said Sir George More for & in consideration of the sum of fourscore and fifteen pounds of lawful money of England to him by the said Cuthbert & Richard Burbage at and before th' ensealing hereof in hand paid, whereof & wherewith he acknowledgeth himself fully satisfied & paid, and thereof & of every parcel thereof doth clearly acquit, exonerate & discharge the said Cuthbert & Richard, their executors and administrators, forever by these presents, hath granted, bargained, sold, aliened & confirmed & by these presents doth fully & clearly grant, bargain, sell, alien & confirm unto the said Cuthbert & Richard Burbage the reversion and reversions of the said message or tenement, cellars, sollars, rooms, yards, ways, easements, commodities & hereditaments now in the tenure or occupation of the said Thomas Briskett or of his assign or assigns, and also the same message, tenement & other the premises when they or any of them shall happen to be in possession by, from or after the death of the said Margaret Poole;

And also all the right, title, estate, claim, interest, reversion & demand which the said Sir George More hath, may, might or ought to have of, in and to the said message or tenement & premises with their appurtenances before mentioned or of, in or to any parcel thereof;

And also the said Sir George More for & in consideration aforesaid hath granted, bargained, sold, aliened and confirmed and by these presents doth grant, bargain, sell, alien and confirm unto the said Cuthbert Burbage & Richard Burbage all that little porch leading into the said message above by these presents bargained and sold now in the tenure of Thomas Boone as assign of the said Thomas Briskett standing and being within the said yard leading to the glass-house of the said Sir Jerome Bowes, knight, containing in breadth four foot of assize & in length five foot and two inches of assize;

All which premises with the appurtenances above by these presents mentioned to be bargained and sold amongst other things Sir Thomas Cawarden, knight, deceased, late had to him, his heirs & assigns, forever of the gift and grant of the late king of famous memory Edward the Sixth, late King of England, as in and by his letters patents under the Great Seal of England bearing date at Westminster the twelfth day of March in the fourth year of his reign more at large appeareth;

And all which said premises above by these presents mentioned to be bargained and sold the said Sir Thomas Cawarden in & by his last will & testament in writing bearing date in the day of St Bartholomew th' Apostle in the year of Our Lord God 1559 amongst other things did will & declare his intent to be that his executors with the consent of his overseers should have full power and authority to bargain, sell and alien for the performance of his said last will & testament;

And also in & by the same his said last will & testament did ordain and make Dame Elizabeth, then his wife, & the said Sir William More, by the name of William More of Loseley in the county of Surrey, esquire, executors of his said last will and testament, and Thomas Blagrove & Thomas Hawe overseers of the same, as in and by his said last will & testament more at large appeareth;

And all which premises above mentioned to be hereby bargained and sold amongst other the said Dame Elizabeth Cawarden & William More, executors of the said last will and testament, by & with the assent, consent, agreement & advice of the said Thomas Hawe & Thomas Blagrove, overseers of the said last will, in accomplishment thereof did bargain & sell unto John Birch, gentleman, John Austen & Richard Chapman & their heirs forever, as in & by their deed indented of bargain and sale thereof made bearing date the twentieth day of December in the second year [=20 December 1559] of the reign of our said Sovereign Lady the Queen's Majesty that now is & enrolled in her Majesty's High Court of Chancery more at large appeareth;

And all which said premises with th' appurtenances above mentioned to be hereby bargained and sold amongst others the said John Birch, John Austen & Richard Chapman did by their deed indented of bargain and sale bearing date the 22nd day of December in the said second year [=22 December 1559] of the reign of our said Sovereign Lady the Queen's Majesty that now is bargain and sell to the said Dame Elizabeth Cawarden & Sir William More and their heirs forever, as in and by the same deed indented of bargain & sale last above recited and also enrolled in her Majesty's said High Court of Chancery more at large also appeareth;

Which said Dame Elizabeth Cawarden is long sithence deceased, by reason whereof all and singular the premises in and by these presents mentioned to be hereby bargained and sold did accrue & come unto the said Sir William More & his heirs by right of survivorship;

To have and to hold all the said messuage or tenement, cellars, sollars, rooms, yards & all other the premises with their appurtenances above by these presents mentioned to be bargained and sold unto the said Cuthbert Burbage and Richard Burbage, their heirs and assigns, forever to the only use & behoof of the said Cuthbert & Richard Burbage, their heirs & assigns for evermore;

And the said Sir George More doth covenant & grant for himself, his heirs, executors and administrators, to and with the said Cuthbert & Richard Burbage, their heirs, executors & assigns, by these presents that the said messuage or tenement, cellars, rooms, yards &

other the premises above by these presents mentioned to be bargained and sold the day of the date hereof are and do [sic?] from time to time & at all times hereafter shall be, stand, continue & remain to the said Cuthbert & Richard Burbage, their heirs and assigns, forever to th' only use & behoof of the said Cuthbert & Richard Burbage, their heirs and assigns, for evermore free, clear and clearly acquitted, exonerated & discharged, or by the said Sir George More, his heirs or assigns, from time to time sufficiently saved and kept harmless of & from all former bargains, sales, gifts, grants jointures, dowries, leases, estates, annuities, rents-charges [check], arrearages of rents, statutes, recognizances, judgments, executions, issues, fees, fines, ameriaments [check], & of & from all other charges, titles, troubles & encumbrances whatsoever had, made, committed or done by the said Sir George More, Sir William More & by the aforesaid Sir Thomas Cawarden, knight, deceased, or by any of them or by any other person or persons by their or any of their estate, right, title, assent, consent, act deed, means or procurement, the estate and interest which the said Margaret Poole hath in and to the premises only for term of her natural life always excepted and forprised, and also except 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;

And also the said Sir George More doth covenant & grant for himself, his heirs, executors or administrators, to & with the said Cuthbert Burbage and Richard Burbage, their heirs, executors & assigns, by these presents that they, the said Cuthbert and Richard Burbage, their heirs & assigns, shall or may from henceforth forever peaceably & quietly have, hold, occupy, possess, enjoy & keep all the said messuage or tenement, cellars, rooms, yards and all other the premises above by these presents mentioned to be bargained & sold and every part and parcel thereof from & immediately after the death of the said Margaret Poole, and thereof & of every part and parcel thereof shall or may take the issues, revenues & profits without the lawful let or interruption of the said Sir George More, his heirs or assigns, or of any other person or persons lawfully having or claiming or which hereafter shall or may lawfully have or claim any estate, right, title or interest in & to the said messuage or tenement & premises with th' appurtenances or in or to any part or parcel thereof by, from or under the right, title or interest of the said Sir George More, Sir William More & Sir Thomas Cawarden or any of them or their or any of their estate, right, title or interest, other than the said Margaret Poole & her assigns for her said estate for her life & the said Thomas Briskett for & only concerning the leases & term as is aforesaid;

And further that he, the said Sir George More & his heirs & the Lady Constance, his wife, & all & every other person & persons which now have or at any time hereafter shall or may lawfully claim any estate, right, title, interest, rent or demand of, in, to or out of the premises or any of them by, from, under or by means of the said Sir Thomas Cawarden, Sir William More and Sir George More or any of them, except before excepted, shall & will from time to time & at all times before the end of the term of seven years next ensuing the decease of the said Margaret Poole when & as often as he or they

or any of them shall be thereunto reasonably required by the said Cuthbert & Richard Burbage, their heirs or assigns or any of them, well & truly do, knowledge, execute, cause, consent & suffer to be done, knowledged & executed all & every such further act & acts, thing & things, assurance & assurances in the law for the further and more better assurance, surety and more sure making of the said reversion of the said messuage or tenement, cellars, rooms, yards & of all other the premise before mentioned to be bargained and sold to be had and made sure to the said Cuthbert & Richard Burbage, their heirs and assigns, forever to th' only use & behoof of the said Cuthbert & Richard Burbage, their heirs & assigns for evermore be it by fine, feoffment, release or confirmation with warranty only against the said Sir George More, Sir William More and Sir Thomas Cawarden and every of them, their & every of their heirs or assigns, & all & every other person or persons which do, shall or may claim by, from or under them or any of them, recovery with one or mo [check] voucher or vouchers over or otherwise with warranty as is aforesaid or without warranty as by the said Cuthbert & Richard Burbage, their heirs or assigns, or their or any of their learned counsel in the law shall be reasonably advised or devised & required at th' only costs & charges in the law of the said Cuthbert and Richard Burbage, their heirs or assigns, so always that the said Sir George More & the said Lady Constance, his wife, & th' heirs of the said Sir George More nor any of them be not compelled to travel for the making of the said further assistance [sic?] any further than to the town of Guildford in the said county of Surrey from the now dwelling-house of the said Sir George More;

And furthermore the said Sir George More doth by these present authorize, nominate and appoint Samuel Austen, gentleman, & Nathaniel Yeoman to be his lawful deputies & attorneys jointly & severally for him and in his name to enter into all the said messuage or tenement, yards, rooms & all other the premises before in these presents mentioned to be hereby bargained and sold & into every part thereof, and peaceable possession & seisin thereof for him & in his name to take, and after such possession & seisin thereof so had & taken, to deliver possession & seisin thereof and of every part thereof unto the said Cuthbert & Richard Burbage, their heirs & assigns, according go the purport, effect & true meaning of these presents, and all & whatsoever his said attorneys or either of them shall by virtue of these presents do or cause to be done in his name in execution of the premises he, the said Sir George More, & his heirs shall & will ratify, confirm & allow by these presents;

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

Cuthbert Burbage Richard Burbage