

SUMMARY: The document below is the Prerogative Court of Canterbury copy of the will, dated 28 January 1580 and proved 5 May 1580, of Henry Poole (c.1526 - 28 March 1580), esquire, of Ditchling, Sussex, part of whose former property in the Blackfriars was sold in 1610 to Richard and Cuthbert Burbage.

### ***FAMILY BACKGROUND***

The testator was the grandson of Richard Poole (d.1517), and the second son of Leonard Poole (d. 30 September 1538) of Sapperton, Gloucestershire (for whose will see TNA PROB 11/27/424), by Katherine Brydges, the daughter of Sir Giles Brydges of Coberley, Gloucestershire (see the will of Katherine Brydges' sister, Florence Brydges Morgan (d.1545), TNA PROB 11/30/367).

For the testator see the History of Parliament entry at:

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

For the testator's monument in Ditchling church and a description of his coat of arms and the arms of his wife, Margaret Neville, see *Sussex Archaeological Collections*, (Lewes: George P. Bacon, 1878), Vol. XXVIII, pp. 134-6 at:

<https://books.google.ca/books?id=oITRAAAAMAAJ&pg=PA134>

The testator had an elder brother, Sir Giles Poole (c.1517 – 24 February 1589), mentioned in the will below, for whom see his will, proved 1 March 1589, TNA PROB 11/73/360, and the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/poole-sir-giles-1517-89>

For the Poole family see also Burke, John and John Bernard Burke, *A Genealogical and Heraldic Dictionary of the Landed Gentry of Great Britain & Ireland*, (London: Henry Colburn, 1847), Vol. II, p. 1056 at:

<https://books.google.ca/books?id=0NEKAAAAYAAJ&pg=PA1056>

### ***MARRIAGE AND CHILDREN***

The testator married Margaret Neville, the daughter of George Neville (c.1469-1535), 3<sup>rd</sup> Baron Bergavenny, and his third wife, Mary Stafford. For Margaret Neville, see the *ODNB* entry for her father, and Foster, Joseph, *The Royal Lineage of our Noble and Gentle Families*, (London: Hazell, Watson and Viney, 1883), p. 6 at:

<https://books.google.ca/books?id=je4KAAAAYAAJ&pg=PA6>

Margaret Neville had earlier been married to John Cheyney, son and heir of Sir Thomas Cheyney (c.1485-1558). John Cheyney was slain at the siege of Montreuil in 1544. See:

<http://www.historyofparliamentonline.org/volume/1509-1558/member/cheyne-sir-thomas-148287-1558>

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>

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>

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 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*, 2<sup>nd</sup> ed., 2011, Vol. II, p. 82, and Vol. III, p. 482.

By Margaret Neville the testator had six sons named in the will below: Thomas Poole, John Poole, Henry Poole, Francis Poole, George Poole and William Poole. An unusual clause in the will below mentions the possibility that the testator's eldest son and heir, Thomas Poole, might be 'attainted or outlawed'. This may relate to letters in June 1580 for the apprehension of 'two sons of Henry Poole of Ditchling' for robbery. See Surrey History Centre 6729/1/3 and 6729/13/31.

The testator's eldest son and heir, Thomas Poole (d. 13 February 1609), married Elizabeth Wingfield, the daughter and co-heiress of Roger Wingfield of East Dereham, Norfolk, by whom he had one son and two daughters. See *Sussex Archaeological Collections*, *supra*, p. 136 at:

<https://books.google.ca/books?id=oITRAAAAMAAJ&pg=PA136>

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**TESTATOR'S PROPERTY IN THE BLACKFRIARS**

In the will below, the testator leaves his property in the Blackfriars, after the death of Margaret Neville, to one of his younger sons, George Poole:

*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.*

For the will of the testator's son, George Poole, gentleman, of Ditchling, Sussex, proved 24 May 1623, see TNA PROB 11/141/590.

On 16 February 1585, the testator's wife, Margaret, mortgaged part of the testator's property in the Blackfriars (i.e. the premises which were at the time 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>

Part of the testator's property in the Blackfriars (i.e. the premises in the tenure of Christopher Fenton) was sold in 1610 to Richard and Cuthbert Burbage. For the indenture dated 30 May 1610 by which Sir Richard Michelborne, the testator's son, George Poole, and the testator's grandson, Charles Poole (son of Thomas), sold this property to Richard Burbage and Cuthbert Burbage, see TNA Close Rolls, No. 2048 on this website, and Feuillerat, *supra*, pp. 76-83, at:

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

For Sir Richard Michelborne, see Berry, William, *County Genealogies: Pedigrees of the Families in the County of Sussex*, (London: Sherwood, Gilbert and Piper, 1830), p. 50 at:

<https://books.google.ca/books?id=okhFAAAAYAAJ&pg=PA50>

Feuillerat, *supra*, p. 125, also notes 'a deed, dated June 19, 1613 [which] shows how Charles Poole, grandson to Henry Poole, had a third part of his grandfather's lands'.

The testator acquired property in the Blackfriars as a result of the original life estate which had been granted to the testator's wife, Margaret, as her jointure by her first father-in-law, Sir Thomas Cheyney. See his will, TNA PROB 11/42B/105:

*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 [list of other properties] . . . 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.*

*And after the decease of the same Margaret Poole, I will all the said manors, lands, tenements and other the premises last above rehearsed shall remain to my said son, Henry Cheyney, and to th' heirs of his body lawfully begotten.*

Henry Cheyney married Jane Wentworth (d.1614), the daughter of Thomas Wentworth, 1<sup>st</sup> Baron Wentworth, but died without issue in 1587, predeceasing Margaret Neville Cheyney Poole by many years. Strangely, his reversionary interest in the Blackfriars properties under Sir Thomas Cheyney's will appears to have been entirely ignored in the arbitration discussed below.

In 1573 a controversy between the testator and Sir William More over Margaret's jointure in property in the Blackfriars was resolved through arbitration. The controversy arose from the fact that Henry VIII had granted certain property in the Blackfriars to Sir Thomas Cheyney in 1539, from whom Margaret Poole derived her title, while in 1550 Edward VI had granted the same property to Sir Thomas Cawarden (d. 25 August 1559), from whom Sir William More derived his title. See Wallace, Charles William, *The Evolution of the English Drama up to Shakespeare*, (Berlin: Georg Reimer, 1912), pp. 193-4:

*The suit against More was solely over this fence-school and the adjoining Bywater house. It is evident that Edward VI's grant of the Blackfriars priory to Cawarden included these two properties already granted by Henry VIII to Cheney. So in settlement, the arbitrators to whom it was left, the Right Hon. Anthony Viscount Montague and John Apsley, Esq., decided that More and Poole, the respective successors of the grantees, should each yield a point. More was required to give deed to Poole for certain properties in compensation, and Poole was required to deed to More the fence-school and the Bywater house, but with the condition (clearly recognizing the Cheney-Poole claim) that More should grant to Poole and wife a lease of these two [sic] properties for life at 12 d. per year – all of which was accordingly done by deeds duly executed in February 1573.*

The provisions in the arbitration summarized below establish that Wallace was in error in stating in the foregoing paragraph that More was required to lease *both* the fence school and the Bywater house to Henry and Margaret Poole; the arbitrators stipulated that More was required to lease *only* the Bywater house to the Pooles.

See also Smith, Irwin, *Shakespeare's Blackfriars Playhouse*, (New York University Press, 1964), p. 126, and Feuillerat, *supra*, 35-6 at:

<https://archive.org/stream/collectionspt102malouoft#page/34/mode/2up>

Feuillerat, *supra*, pp. 35-6, provides the background in Sir William More's own words, apparently taken from Folger MS L.b.437:

*The said Henry Poole pretended title to one house late in the hands of Bywater, and a fence school late in the hands of one Joyner, about the 15<sup>th</sup> year of the Queen's Majesty's reign, whereof the said Sir Thomas Cheyney, the Lord Cheyney, nor the said Poole's wife had ever possession before nor pretended title unto it to my knowledge, but the same remained always in the possession of Sir Thomas Cawarden and his assigns, and in me and mine assigns.*

*The occasion whereupon he first pretended his title was for that Lichfield had found that he had received £5 a year unlawfully upon pretence that some of the Revels' stuff was laid in the houses in question, whereupon the said Poole commenced his action, but afterwards submitted himself to the arbitrament of my Lord Montague and Mr Apsley, who did award that I should make a general release to him of three houses which he held by colour of the aforesaid grant whereunto I pretended also title because I thought Sir Thomas Cheyney ought to have but that house which my Lord Henry Seymour now hath, and that also the said Henry Poole should make a like release unto me of the 2 houses aforesaid, which being done accordingly, it was awarded that I should make a lease to Henry Poole & his wife for fifty years, if they did live so long, of the house in the tenure of Bywater, paying only 12d yearly, which I performed, & so the suit ceased.*

It thus appears that by the arbitration award of 4 February 1573 it was adjudged that before 10 February 1573 (see Feuillerat, *supra*, pp. 36-40):

\* Both parties should provide the other with a general release, and should discharge each other from all actions commenced by each of them against the other and/or against third parties (Lawrence Bywater and William Joyner);

\* Henry Poole should deed to Sir William More 'all messuages and tenements with the appurtenances now or late in the several tenures or occupations of . . . William Joyner, Thomas Hale, Lawrence Bywater and Richard Frith', and that the deed should contain a clause discharging Sir William More of the jointure and dower of Margaret Pole.

\* 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'.

\* Sir William More should grant Henry Pole and Margaret Pole by deed a lease for fifty years of the tenement with th' appurtenances now in the tenure of Lawrence Bywater ('if the said Henry and Margaret or either of them do live the said term of fifty years') at a rent of twelve pence yearly to be paid at Michaelmas to Sir William More, subject only to a lease at will, 'from year to year determinable', to Lawrence Bywater at a yearly rent of 40 shillings, the latter rent to be paid at four terms in the year to Henry Pole and Margaret Pole, with a covenant that ten days after the deaths of Henry Pole and Margaret Pole, the 50-year lease from Sir William More to them would cease. (For a draft of More's

original lease to Lawrence Bywater, dated 10 December 1564, see Surrey History Centre LM/348/31).

It thus appears that the property the testator left to his son, George, in the will below consisted of the tenements occupied in 1573 by Christopher Fenton, Thomas Austen and John Lewes mentioned in the arbitration provision above.

As noted above, the premises over which the controversy arose were those which had constituted Margaret's jointure from Sir Thomas Cheyney, i.e. William Joyner's fence-school and the house occupied by Bywater. However these properties were severed from each other by the arbitration award, with Margaret and the testator being granted a 50-year lease only in the house occupied by Bywater, and with Sir William More now sole owner of the fence school occupied by William Joyner. Oxford's servant, John Lyly, eventually acquired a lease of the property occupied by William Joyner's fence school, which, as a result of the arbitration had become the property of Sir William More, and later sold it to 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'. As noted by Wallace, it was this former fence school of Joyner's which constituted 'the main body of Burbage's later Blackfriars theatre'. After Bonetti, the fence school was occupied by Thomas Bryskett, and in 1596 James Burbage purchased it, along with other rooms. See Wallace, *supra*, pp. 186, 191, 193-4.

At some point Margaret Poole also leased the Bywater house to Bonetti, a property in which Sir William More now held the reversionary interest, as noted above and as stated in an indenture dated 20 March 1585 between Sir William More and Bonetti (see Folger MS L.b.352):

*. . . 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.*

After Bonetti, the Bywater house was occupied by Thomas Bryskett, and in 1601 was sold by Sir William More's heir, Sir George More (1553-1632), to Cuthbert Burbage and Richard Burbage for £95. See Wallace, *supra*, p. 194.

See also Feuillerat, *supra*, pp. 55-60 at:

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

Margaret Neville Cheyney Poole was still living as late as 1601. See Feuillerat, *supra*, p. 70, and Smith, *supra*, 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.*

***OTHER PERSONS MENTIONED IN THE WILL***

For the testator's friend, Sir John Pelham (1537-1580), see the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1558-1603/member/pelham-john-1537-80>

For the testator's friend, William Morley (d. 24 November 1597), see the History of Parliament entry at:

<http://www.historyofparliamentonline.org/volume/1558-1603/member/morley-william-1531-97>

LM: T{estamentum} Henrici Poole

[f. 126v] In the name of God, Amen. The eight and twentieth day of January in the two and twentieth 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., I, Henry Poole of Ditchling in the county of Sussex, esquire, calling to mind the sudden change of this our transitory life, being most assured of death and yet uncertain of the instant time thereof, that earthly causes may be settled and heavenly thoughts thereby may be the more earnestly and vigilantly embraced when it shall please the Almighty God to call me out of this transitory life, being of good and perfect remembrance, do therefore make my last will and testament in manner and form following:

First I do bequeath my soul unto the living Lord by whose only passion I do verily hope to enjoy the eternal felicity prepared for me and all the elect;

Item, I will my body to be buried in the church of Ditchling behind my pew there in the north side of the said church (if within forty miles of the said church I shall change my life), and my will and desire is that mine executor within one year next after my decease shall cause to be erected and made there a decent tomb of stone with my arms and name to be engraven thereupon at the least, with such further matter and funeral charges as mine executor shall think meet for mine estate and calling;

Item, I do give unto and amongst the poor people that shall happen to be at my burial ten pounds to be distributed by mine executor the day of my burial;

Item, I will and bequeath to the poorest people in the parish of [f. 127r] Ditchling ten pounds to be distributed by mine executor amongst them within one year next after my decease according to his discretion;

Item, I give to the poorest people in Keymer parish £5 to be distributed by mine executor according to his discretion amongst them within one year next after my decease;

Item, I give and bequeath unto John Poole and Francis Poole, my sons, the whole farm and grounds of Shortfurthe and Frinckeborowe, to have and to hold the same to them, their executors and assigns, for all the term that I have therein to come, saving that my will is that Thomas Wilson shall enjoy his moiety of Frynckeborowe that he hath now in farm of me during his life, so that he continue in service with his mistress, my wife, if she will so accept of him;

Item, my will is that my very trusty friend, William Apsley, esquire, shall have the custody of the obligation and bonds which I have of Lawrence Newton and others for the payment of fifty pounds to my godson, Henry Beache, and that the said William Apsley shall pay and deliver unto the said Lawrence Newton out of my goods and chattels within three years next after my decease to the use of my said godson £30 of lawful money of England, so that then my said godson shall receive of the said Lawrence Newton the full sum of fourscore pounds;

And further my will is that the said Lawrence Newton, before he shall receive the said thirty pounds, shall enter into good bond by obligation with sufficient sureties to my said godson, Henry Beache, for the payment, as well of the said thirty pounds together with the said fifty pounds, as also of such reasonable profit for the use of the said thirty pounds as mine executor shall think meet and convenient, unto the said Henry Beache, my godson, at such time as his years of apprenticeship shall be expired, if he shall be then living, or in case he shall be then dead, unto such person and persons to whom the same appertaineth by his late father's will;

Otherwise and in default thereof, my will is that the said William Apsley shall deliver the said thirty pounds to some other honest man to the most benefit of my said godson upon good bond for the repayment thereof with the profits of the same to my said godson when his years of apprenticeship shall be expired, if he shall be then living, or to such other person or person to whom the same by his said late father's will shall appertain in case he shall be then dead;

And that then the said William Apsley shall take up my band of Thomas Button of Wilchefeilde and of Thomas Beach of Keymer wherein I stand bound for the payment of threescore and seventeen pounds to my said godson;

Item, whereas my two sons, John and Francis, are joint takers for their lives with my wife in the lease of the park of Ditchling, and George, my son, joint taker with her in the lease of the farm of Keymer, my will and desire is that my said wife shall have and hold the same wholly to herself during her life, so that my said wife in consideration thereof enter into good band by several obligations in the sum of two hundred pounds apiece to my said three sons, John, Francis and George, within one month next after my decease, with condition to be thereupon endorsed as well for the true payment of twenty marks of lawful money of England to every of them, their certain attorney or assigns, yearly during



her natural life at the porch of the parish church of Ditchling at the two usual feasts in the year, that is to say, the feasts of Saint Michael th' Archangel and th' Annunciation of Our Lady by even portions, as also that she nor any claiming in [+or?] by her then hath not nor at any time then after will do, procure, assent or suffer to be done any act or thing whatsoever to forfeit, frustrate, sever, surrender, determine, impair or make void the joint or several estates of my said sons or of any of them in the said several leases or in either of them;

Also to be limited within the said bond that if John or Francis do decease during the life of my said wife, that then my said wife shall yearly pay to such of them as shall survive during her life at the times and place aforesaid thother twenty marks a year, whereby my said son so surviving shall have the forty marks a year paid him during my said wife's life, the said bonds to be delivered to each of my said sons severally as to each of them appertaineth within the month aforesaid or within the said time to my executors to their use;

And my will is that if my said wife shall not seal and make the foresaid bands within the month aforesaid, and the same also deliver within the time as before limited, that then my said three sons, John, Francis and George, shall take their most benefit of the same premises according to the several leases to me, their mother and them or to them or any of them thereof jointly with me and their said mother or with either of us made by the Lord Abergavenny, anything herein contained to the contrary in any wise notwithstanding, which said two several leases I will shall remain in the custody of such persons and to such uses according to the order and appointment by me heretofore taken;

Item, I will that after the decease of Margaret, my wife, that George Poole, my son, shall have [f. 127v] all my houses, lands, tenements and hereditaments within the Blackfriars in London, to have to him and to his heirs forever;

Item, I will and bequeath to Margaret, my wife, all her wearing apparel, rings and jewels, debts and duties other than debts and bands of record, and all my plate, napery, hangings, bedding, implements of household, goods and chattels whatsoever I have within the county of Sussex or elsewhere within the realm of England, excepting only so much thereof as I have herein before and hereafter following by this my will devised or bequeathed otherwise to any other person or persons, that is to say:

I give and bequeath to John Poole, my son, forty pounds of lawful money of England to be paid unto him within one year next after my decease;

Item, I give and bequeath unto my good Lord the right honourable Henry, Lord Abergavenny, my best armour and my best steel saddle;

Item, to my good Lady, his wife, one ring, price forty shillings;

Item, to Sir Thomas Vane, knight, a ring of twenty shillings' price, and one other like ring of like price to the Lady Vane.

Item, I give to my good brother, Sir Giles Poole, knight, my best nag or gelding, and to my nephew, Henry, his son, a corslet and a shirt of mail;

Item, I give to my Lady Poole, my brother's wife, a ring of twenty shillings' value;

And to my nephew Henry Poole his wife one like ring of like value;

Item, I give to my cousin, Cicely Fettiplace, widow, a like ring of like value;

And to my cousin, Anne Berkeley, a ring of like value;

Item, I give to Mr Richard Bellingham of Homgleton(?) one corslet and two harquebusiers;

Item, I give to my friend, Mr John Everfield the elder, my best gown;

Item, I give to Sir John Pelham, knight, my young sorrel trotting gelding, and my best crossbow with the rack now in Richard Hider's hands;

Item, I give to Mr William Morley my great lowe bell(?) and my best morion;

Item, I give to Master Anthony Stapley my best doublet of black velvet;

Item, I give to Thomas Pelham, gentleman, one silk gown laid with lace and furred with conies, and my doublet of satin;

Item, I give my second best cloak to my son, George;

Item, I give to Richard Hyder my murrey-coloured gown which I wear;

Item, I give to Mr Richard Jeffrey my rapier and dagger;

And to Mr Keyme my best long wearing dagger with the velvet scabbard;

Item, I give to my cousin, Henry Poole, five pounds of lawful money of England;

Item, I give to Harry, my man, four marks, one pair of hose and a doublet, to be paid and delivered within one year next after my decease;

Item, I give to Henry Woodward, my man, my black cloak laid with parchment lace and lined with taffeta, and one pair of my best hose lined with sarcenet, and to his wife one of my best shirts;

Item, my will is that my old servant, Nicholas Fitzherbert, shall have and enjoy the brooke(?) or parcel of ground which he now occupieth, parcel of the demesnes of

Howndon, during the lives of Margaret, my wife, and Thomas, my son (if the said Nicholas shall so long live), paying therefore yearly unto them six shillings and eight pence;

Item, I give to Edmund Wood, my man, twenty shillings; to Lankyshere, my man, twenty shillings, and to Wickham, my man, twenty shillings and a pair of hose;

Item, I give to every other of my servants, as well maidens as boys, to whom before I have given nothing by this my will six shillings and eight pence apiece, and the worst of my apparel I will to be divided amongst my manservants in household as my wife shall think good;

Item, I give my very friend, Mr Ralph Hare, three yards of black velvet of twenty shillings the yard, desiring him to stand and be a person indifferent between my wife and children to appease controversies, if any shall happen between them to be moved, as my assured hope is he will be, if it were but for charity[’s] sake;

Item, I give to my godson, Henry Apsley, my dun nag;

My will also is that all such sums of money, charges and expenses as are to be laid out and paid towards the performance and execution of this my last will and testament shall be levied and taken out of my debts, goods and chattels, anything before to the contrary notwithstanding, and that the remnant thereof shall be to my wife in manner as I have before devised;

Item, whereas the foresaid William Apsley and Thomas Pelham, esquires, according to the order of fines to be levied at the common law, in the term of St Michael in the twentieth year of the Queen’s Majesty’s reign that now is levied and acknowledged unto me and to my heirs one fine with proclamations of the manor of Wyke otherwise Shewardes Wyke and Grubbeswike with the appurtenances in the county of Somerset, and of divers lands, tenements and hereditaments in Compton Dando, Shewards Wyke, Grubbyswyke, Woolwood, Marksbury and Salforde in the said county of Somerset, by which fine I did in consideration thereof regrant the said manor and other the said premises unto them, their executors and assigns, for term of four thousand years without impeachment of waste and for the yearly rent of six pence, as by the chirograph of the same fine appeareth, which said regrant was to such uses and intents [f. 128r] as I also then limited and declared;

And whereas the said William Apsley and Thomas Pelham by their deed indented bearing date the fourteenth day of June in the one and twentieth year [=14 June 1579] of the reign of our said Sovereign Lady the Queen’s Majesty that now is at the instance of me, the said Henry Poole, did demise, grant and to farm let the said manor and other the said premises unto Sir John Pelham, knight, William Morley and others, to have to them for the term of three thousand and nine hundred years to certain uses in the same indentures expressed, with one proviso or condition in the same contained, that if I should at any time during my natural life pay or tender to the said Sir John Pelham, knight,

William Morley and others or to any other person to their use the sum of five shillings, that then immediately thereupon the said indentures and every use and grant therein contained should be void and of none effect, and that then and from thenceforth the said William Apsley and Thomas Pelham, their heirs, executors and assigns, should stand possessed of the said premises to such uses and behoofs as I should then after declare by my last will and testament or other deed and writing under my hand and seal, as by the same indentures had, made and bearing date as aforesaid at large appeareth;

And whereas at my last being at Bath in the county of Somerset I did tender and pay unto William Cox of Bath aforesaid to the use of the said Sir John Pelham, knight, William Morley and other the lessees in the said indentures named the said sum of five shillings in the presence of John Batt and others, as by a deed in writing under the hands and seals of the said persons it is testified and approved, by reason whereof the same former uses are become void and revoked;

And therefore I do now declare, will, limit and appoint that as well the said manor and all and singular other the said premises in the said county of Somerset shall be, as also the said William Apsley and Thomas Pelham, their executors & assigns, and all and every other person and persons whatsoever that are or shall stand possessed thereof, by force of the said fine shall stand and be thereof possessed by force or under the title of the said fine to the only use, uses & behoofs hereafter in this my will especified and declared and to none other use, intent or purpose, any writing by me or at my request heretofore made to my son, John, or otherwise to the contrary notwithstanding;

That is to say, to the use of myself for term of my natural life without impeachment of waste;

And after my decease then to the use of the foresaid John Poole, my son, his executors and assigns, for term of fifty years then next ensuing, parcel of the said term of three thousand and nine hundred years, without impeachment of waste also, the said John Poole, his executors, administrators and assigns paying therefore yearly at or in the porch of the parish church of Ditchling to my son, Thomas, his certain attorney or assigns, and to none other during the minority of Charles, his son, or if the said Charles fail, then until such time as he, the said Charles should have accomplished the age of one and twenty years, the sum of ten pounds of lawful money of England at the two usual feasts in the year, that is to say, at the feasts of the Annunciation of Our Lady and Saint Michael th' Archangel by even portions;

And also paying yearly at the like feasts and place aforesaid unto the said Charles and to the heirs males of his body lawfully begotten by even portions from and after such time as he, the said Charles, shall fully accomplish his age of one and twenty years, thirty pounds of yearly rent during the residue of the said term of fifty years;

And after the said fifty years fully ended and expired, then to the use of the said Charles Poole and of the heirs males of his body lawfully begotten for and during all the residue of the said term of three thousand and nine hundred years;

And for default of such issue, then to the use of John Poole and of the heirs males of his body lawfully begotten;

And for default of such issue, then to the use of my son, Henry Poole, and of the heirs males of his body lawfully begotten;

And for default of such issue then to the use of my son, Francis, and of the heirs males of his body lawfully begotten;

And for default of such issue, then to the use of my son, George Poole, and of the heirs males of his body lawfully begotten;

And for default of such issue, then to the use of my son, William Poole, and of the heirs males of his body lawfully begotten;

And for default of such issue then to the use of Thomas Poole, my son, and of the heirs males of his body lawfully begotten;

And for default of such issue, then to the use of Hugh Brooke, esquire, and of his right heirs forever;

Provided always and my will is that if Thomas Poole, my said son, do not at all times hereafter permit and suffer Margaret, my wife during her natural life, her tenants and assigns, to have, possess and enjoy the whole farm and grounds of Hounden and other the premises in the said county of Sussex wherein he is joint taker with her for her life quietly and peaceably without [f. 128v] let or interruption of him or his assigns and of all other person and persons claiming in [+or?] under his or their estate, and also do not at all times hereafter permit and suffer John Poole, his brother, his tenants, executors and assigns, to have, possess and enjoy the manor of Weke and all other the lands, services and hereditaments aforesaid in the county of Somerset during all the term of fifty years before limited, or if it shall happen the said Thomas Poole to die before the said Charles shall accomplish his age of one and twenty years, or if the said Thomas Poole hath or shall at any time or times hereafter attempted, attempt or go about any act or thing whereby the said Thomas hath deserved, shall or may deserve, justly by the laws of this realm to be attainted or outlawed, and hath or shall practise or put in ure any such unlawful act, that then immediately after any such interruption, disturbance, death, attempt or going about so had or made, the said yearly rent of ten pounds to the said Thomas Poole before limited shall cease and be void, and that then and from thenceforth the same rent of ten pounds shall be and remain unto the use of the said Charles Poole, his son, towards his education until he shall accomplish his age of one and twenty years, to be paid at like days and place as before limited to the said Margaret to the use of the said Charles according to order and appointment;

And if it shall happen the said Charles to die without issue of his body during the life of the said Margaret, then I will the said rent of ten pounds to be to the said Margaret to her own use by me heretofore taken for and during her life;

And also my will is that if John Poole, my son, his heirs and assigns and every of them, do at all times after my decease permit and suffer the said Charles Poole, his heirs and assigns and every of them, to have and enjoy the said manor and other the premises in the said county of Somerset according to the use and estate to him before in this my will limited, and also if the said Charles Poole and the heirs males of his body shall have paid to him and them or may perceive and take the said rent of thirty pounds to him before in this my will devised according to the true intent and meaning thereof without any let, trouble or interruption of the said John Poole, his heirs, executors or assigns or any of them, or of any other person or persons claiming any estate or interest by, from or under him, them or any of them of, in or out of the said manor and other the premises in the said county of Somerset, that then one obligation wherein the said John Poole standeth bound unto Sir John Pelham, knight, William Apsley and John Shirley, esquires, in the sum of five hundred marks shall utterly cease and be void;

Otherwise I will that my executors and overseers shall take such profit and benefit of the same to the use of the said Charles Poole and of the heirs males of his body as to my said executors and overseers from time to time shall seem reasonable;

And further my will is that if any doubt, question or controversy shall arise for any words, clause or matter contained in this my will or for any lease by me made or at my request made, or for any use or payment by me limited, that then the same doubt and controversy shall be from time to time adjudged, ended, decided and ordered by my trusty friends, Sir John Pelham, knight, William Morley, John Shirley, Thomas Pelham and John Keyme, esquires, or by the survivors of them or of any two of them, and their judgment and order to stand in like case as if I myself had so explained it, and such person as shall refuse to stand to their judgment and order shall stand and be as one omitted in this my will, so as the same person shall have no profit or commodity thereby, and then each legacy and devise of the said parties which shall so refuse to be divided and employed among my other children as to my executor and overseers and the survivors or survivor of them shall seem most meet and convenient;

And to the intent that my meaning herein may take the better effect, I shall most humbly desire the right honourable the Lord Chancellor for the time being that if the causes shall be complained of to his Honour, that it will please him with speed to take such order therein as my intent and meaning, and not the bare words, may be the better performed;

And finally I do make and ordain the said William Apsley, esquire, my sole executor of this my will, whom I heartily desire to see my funeral, debts and legacies paid and discharged with all convenient speed, and all things ordered in such sort as no controversy may arise or grow between my wife and children for the same, and for his pains and travail to be taken herein I give him ten pounds of lawful money and my best cloak;

But I will he shall take no further [f. 129r] benefit to himself by reason of his being executor than only the legacies herein to him specially and particularly given, saving that I will he shall make his own reasonable allowance for all charges touching the execution and performance of this same my will or otherwise laid out any way for any suit, trouble or charge concerning this my said will;

Also I shall desire Sir John Pelham, knight, and John Shirley, esquires [sic] to be overseers of this my last will, and I do give to the said John Shirley five pounds for his pains;

And I utterly revoke and disallow all other former wills by me made, and do establish this to be my last will and testament;

In witness whereof I have caused this my will to be severally written in 2 parts, and to each of the same I have set my hand and seal the day and year first above-written. By me, Henry Poole.

Quinto Die mensis Maij Anno Domini Mill<sup>es</sup>imo Quingentesimo octuages<sup>imo</sup> emanavit Commissio Margarete Poole relicte supradicti defuncti ad administrandum bona iura et credit<sup>a</sup> eiusdem iuxta tenorem et effectum h<sup>uius</sup>mo<sup>d</sup>i testamenti sui suprascripti Eo q<sup>uo</sup>d Will<sup>el</sup>mus Apsley executor in eodem nominatus oneri executionis eiusdem expresse renuntiavit in persona Will<sup>el</sup>mi Saye p<sup>ro</sup>curatoris sui in hac causa l<sup>egi</sup>time constitut<sup>i</sup> &c Iurat<sup>e</sup> etc

[=On the fifth day of the month of May in the year of the Lord the thousand five hundred eightieth a grant issue to Margaret Poole, relict of the abovesaid deceased, to administer the goods, rights and credits of the same according to the tenor and effect of the same his testament above-written because William Apsley, executor named in the same, expressly renounced the burden of the execution of the same in the person of William Saye, his lawfully constituted proctor in that cause etc., sworn etc.]