

WILLIAM INGRAM

John Cholmley on the Bankside

All that the historian means, when he describes certain historical facts as his data, is that for the purposes of a particular piece of work there are certain historical problems relevant to that work which for the present he proposes to treat as settled; though, if they are settled, it is only because historical thinking has settled them in the past, and they remain settled only until he or some one else decides to reopen them. R.G. Collingwood¹

Like the newer varieties of dental materials, designed to mimic the properties of teeth and even to strengthen them, some of our inherited attitudes and assumptions about theatre history are characterized by the ease with which they invisibly fill gaps in structures that we wish to make whole. A set of convictions about business relationships among Elizabethan playhouse owners — convictions having James Burbage and John Brayne as their paradigm — has led us to construct a Brayne-like persona, full of gaps, for the ‘John Cholmley Cittizen and grocer of London’ with whom Phillip Henslowe entered into a deed of partnership in January 1587 for financing the erection and operation of the Rose playhouse. The recent excavations at the Rose have reminded us once again how little we know of Cholmley and of his role therein. The only substantive information we have about him comes from his agreement with Henslowe (a document fortunately preserved for us at Dulwich College²), and we’ve had to construct our facts from the text of the agreement itself. By the terms of the agreement, this Cholmley was to receive half the profits of the playhouse, and to have continuing use of a small house that stood on the grounds, a house that was already in his tenure, in return for quarterly payments by him of £25.10s commencing at Midsummer 1587, up to a total of £816 over eight years.

Cholmley had thus ‘entrid into partnershippe’ with Henslowe in the furtherance of a sizable investment, his end of which was to be paid off by Midsummer 1595. Why did Cholmley do this? One can easily presume that

he was financially well off; that he saw some advantage to himself in the arrangement and that he considered Henslowe a safe partner for such a venture (or, alternatively, that he was himself naïve or thought Henslowe naïve in such matters); or that the idea of being involved in the building and operation of a playhouse appealed to him. Any or all of these notions might be true, and in the aggregate they have invited us to conceive of Cholmley as a 'playhouse financier', a convenient if imprecise label.³

By the terms of their agreement, Henslowe and Cholmley committed to remaining partners for eight years and three months, but Cholmley's name appears nowhere in Henslowe's records after 1587, the year the contract was signed. Sir Walter Greg, the first editor of Henslowe's diary and papers, tried to establish a fuller identification for Cholmley but was unsuccessful.⁴ Henslowe himself had left few clues; apart from the deed of partnership, Cholmley's name appears only in a few scribbles on the outside wrapper of the diary: 'Chemley Chomley' in one place, 'Chomley when' in another. On the wrapper, perhaps while testing his pen, Henslowe tried out at least three versions of the moral 'when I lent I was a friend, when I asked I was unkind'. After the fullest version of the three, 'when I lent' and 'when I asked' are followed by 'Chomley when' in a teasing juxtaposition.

Cholmley's disappearance after 1587 is equally teasing. He might have died, but Greg thought not. In his edition of the *Diary*, Greg proposed that the quarterly payments of £25.10s to which Cholmley had bound himself were essential to the furtherance of the playhouse project. Greg argued that the playhouse must have been built by the summer of 1587, as projected in the agreement, because the extensive repairs carried out in 1592 and documented in the diary argued a long period of service and wear; and therefore Cholmley's money must have been there to finance the construction in that first year. Despite the lack of any evidence of his continuing presence, Greg found it 'a little improbable that Cholmley should have altogether passed out of Henslowe's life in 1587'.⁵

E.K. Chambers disagreed; he had difficulty in seeing Cholmley as indispensable. Chambers found it 'a little curious that nothing more is heard of John Cholmley ... the natural inference is that he was dead and that the partnership had thereby, in accordance with the terms of the agreement, been automatically dissolved'.⁶ The 'terms' to which Chambers here refers would be the phrase 'yf the said partyes doe so longe Lyve' included among the conditions of the contract (a condition omitted by Foakes and Rickert in their condensed transcription of the document).

Whatever the truth of the matter, whether Cholmley did or did not die shortly after the agreement was signed, his disappearance from the records has kept his life uncomplicated, making it easy for us to affirm his status as a 'playhouse financier'. It is difficult to think of Burbage and the Theater without thinking of the grocer John Brayne, whose involvement was total, but we can easily forget about John Cholmley when we think about the Rose; the Rose is, for most of us, Henslowe's playhouse. Cholmley, the 'financier', is a shadowy figure at best, upon whom we may project whatever narrative we wish: he died (Chambers), he didn't die (Greg). We take our choice as intuition guides us.

Looking for John Cholmley

The application of intuition to a problem of this sort unfortunately yields reasonable propositions rather than evidence and thus provides closure rather than further understanding. The only reliable way to adjudicate between Greg and Chambers, to test their alternative hypotheses about Cholmley's disappearance — and perhaps, in the process, to discover something about the man himself, and how he came to be Henslowe's partner in the enterprise — is to go and look for him. We have only two clues: that he was described in the deed of partnership as a 'Cittizen and grocer of London' in January 1587 and that he had signed his name to the deed. This may seem like not very much to go on, but in the event it may prove to be enough. By following these clues we will find a John Cholmley more richly detailed, and also much more unlikely, than the shadowy one we have had until now.

The 'grocer' appellation has led us in the past to look for John Cholmley in London, with scant success. We neglected to look elsewhere, so we failed to notice the John Cholmley who lived in Bletchingley, a Surrey village some twenty miles south of London Bridge. He's worth following. He was a tanner, a trade he inherited from his father Richard and his grandfather John, and perhaps from even further back than that. The Cholmley family held a capital messuage in Bletchingley called Kentwaynes, colloquially known as the Tan-House, containing almost a hundred acres in all, part of it freehold and part customary land of the manor of Bletchingley.⁷ In times past the Cholmleys had also been landlords of Bletchingley Castle, long since destroyed, and were still, in the sixteenth century, 'the principal middle-class family' in the area.⁸

This John Cholmley was his father's second son, but the eldest, Humfrey, died in 1558, making John the heir. The third son, Robert, moved to Lincolnshire, where he remained until his death in 1590. The fourth son, whose name was also John,⁹ moved to Stoke Poges in Buckinghamshire, then to Old Windsor in Berkshire, and died there in 1573. Alone among the sons, the elder John, the subject of our narrative, remained in Bletchingley to follow his father's trade. The Kentwaynes estate, dispersed by inheritance, had become as fragmented as the family itself, and John attempted to buy back what he could. In 1577 he was sued by his cousin William Chamley of Barking, Essex, who had inherited a piece of the estate and who accused John of attempting to reappropriate it illegally. John denied the charge, but William insisted that John had somehow come into possession of the releases for William's customary or manorial lands and 'by this Deceptefull meanes' had 'gotten the possession' of some of William's other property as well. William described John Cholmley as 'of A very Covetous and gredye Desyer to inriche him selfe' and observed that 'the said John ys A man of greate wealth and frendes wthin the said Countye [of Surrey]'.¹⁰

John Cholmley's reputed wealth, such as it was, had come partly from his father Richard's activities as a tanner and partly from his own further prosperity in the same trade. In the sixteenth century the making of leather was England's second largest export industry and second largest industry by value;¹¹ a sizable portion of it was centred in Surrey,¹² where it was, according to a recent authoritative study, 'of the first importance'.¹³ Its most visible centres were in Bermondsey and Southwark, the site of some eighty tanneries in the later sixteenth century,¹⁴ but the industry spread throughout the county, and John Cholmley was one of its active rural participants. John is first noticed as a tanner in November 1552, when some large quantities of leather, nearly a hundred hides and almost as many backs, were seized in the borough of Southwark on the grounds that they had been improperly tanned. A dozen tanners acknowledged the confiscated goods to be theirs; the guilty parties appeared before the court of Exchequer 'in *proprijs personis*', among them 'Johannes Cholmeley de Blechingley in Comitatu Surreia Tanner' who 'clamat *proprietatem* x^{cem} Backes scilicet parcelles'. The sheriff of Surrey was instructed to summon a jury in Southwark to try the matter, but the tanners, their goods already seized, and no doubt conscious of the weakness of their case, allowed the judgment to go against them by default.¹⁵

Tanning was a long and slow process; it took a year and more to do a hide properly, and it was inevitable that tanners sought ways to hasten the process.

By the sixteenth century a number of such short cuts were known, some of them capable of producing 'tanned' leather in as little as three weeks. Such leather would appear at first glance to be well tanned but would soon display the flaws in the process; shoes or other items made from such leather would crack, split, or crumble. A number of parliamentary statutes specified the requirements for proper tanning and the penalties for subverting the process; John Cholmley and his colleagues were caught by those very stipulations, and no doubt fined and instructed not to attempt further circumventions of the law.

But John Cholmley remained undeterred; perhaps they all did. He was still at it in 1566; in May of that year 'Johannes Cholmeley de Blechingley in Comitatu Surreia tanner' appeared before the Exchequer court on a charge of having brought 250 hides to Leadenhall market in the City with the intent to sell them before they had been examined and sealed.¹⁶ One would likely try to get round the searching and sealing process either to avoid paying the fee or to avoid being found with substandard wares. Other tanners taking the same route found themselves in similar difficulties with the authorities, and in the following year — whether by collusion or not is unclear — vast numbers of them elected simply to avoid the City markets, thereby creating a shortage of leather and precipitating a crisis. A royal patent issued 'at the humble sute of oure louinge subiectes the mayor and Aldermen of oure saide Citie of london' noted that because of the shortage of leather 'the Cordwayners and the Artyficers of oure saide Cytie and places nere adioyninge do lacke stuffe to sett them selues and there *seruauntes* on Worke'; the patent licensed twenty named tanners, among them 'John Cholmeley of Blechingley', and as many others as wished to be included, to sell their tanned leather in the City for a period of ten months without regard to the method used in its tanning, and 'With oute aney molestacyon troble or lett' from the authorities. Sealers were instructed to seal the leather as though it had been tanned and worked in accordance with the regulations, and pardon was granted for all offences against the statute.¹⁷

The moral of this episode could not have been lost on the tanners. Their own trade in the countryside might suffer without eliciting any sympathy from the authorities, but if City tradesmen themselves began to suffer, action would be forthcoming. John Cholmley may have begun to think at this juncture that if he were a City tradesman instead of merely a country tanner he would be free to use his leather as he wished, without the harassment that was currently his lot. The license to sell freely in the City for ten months must

have opened many possibilities to him, for he continued such selling after the expiration of the license, and in 1573 he was called before the exchequer court once again, this time with his son Richard, aged twenty-six; in November of that year 'Johannes Chamley Ricardus Chamley de Blechinglee in Comitatu Surreia & Edwardus Stacy de Oxsted in Comitatu predicto Tanners' were accused of having operated a tannery in the parish of St Andrew Undershaft and of having offered for sale on several occasions during the preceding year a quantity of improperly tanned leather with little regard for the laws governing such transactions ('*Statutum predictum minime ponderantes nec penam in eodem contentam*').¹⁸

John Cholmley may have taken these periodic encounters with the authorities as no more than the occasional hazards of doing business, though an alternative construction would be that he found them increasingly irksome and that they made the life of a City entrepreneur seem all the more attractive. Despite periodic interference from the law, he managed to prosper; in 1543 and 1544, and again in 1546 as a young man newly married and with small children, the subsidy assessors rated him as worth £10 in goods; by 1556, and again in 1559 (his father Richard having died in the interim), they rated him at £30 in goods and £4 in lands. In 1563, the year of the devastating plague when trade in London came virtually to a standstill, he was found to be worth only £20 in goods, but was back to £30 in 1576, and probably stayed at that figure for the remainder of his life.¹⁹

There are other notices of him as well, suggesting a steadily increasing standing in his community, and lending weight perhaps to his cousin William's assertion that he was 'A man of greate wealth and frendes wthin the said Countye'. In 1551 he had been appointed to be 'petycollector of Blechyngleygh' in the service of the subsidy commissioners.²⁰ In 1559 he had been named as a juror to the assizes in both Southwark and Guildford, and in 1562 to the assizes in Croydon.²¹ In 1560 William More, the executor of Sir Thomas Cawarden's estate, recorded a debt owed by the late Sir Thomas 'to John Chamlye of blechynglye', evidence perhaps of John's initiative in finding outlets for his wares elsewhere than in City markets.²² In about 1570 another, less tangible, change seems to have taken place as well. In a document dated 1568 he had described himself as 'Johannes Cholmley de Blechyngleigh in Comitatu Surreia yoman'; by 1577 he had become 'Johannes Cholmeley de Bletchinglyghe in Comitatu Surreia generosus',²³ a designation which he may well have awarded to himself. In 1574, 1575, and 1577

he was called again to the assizes at Kingston and Croydon, but this time as a grand juror and as 'John Chamley gent'.²⁴

His newfound status may have been accompanied by a fresh resolve to gain access to the City, to discover a means of plying his trade there free of the constraints that had been his lot before he declared himself a gentleman. His first enquiries seem to have been in the early 1580s, and he would have learned then (if he had not already known) that freedom in the City (i.e. citizenship) was a concomitant of freedom in one of the livery companies. To be a citizen of London he would have to be a freeman of one of the guilds. The trade he might choose to pursue in the City need have no connection with his guild membership; the important thing was the freedom, not the nomenclature.²⁵ The Cordwainers or Leathersellers might seem to be logical choices for guilds to approach; on the other hand, they might resent the upwardly mobile aspirations of a country tanner. Alternatively, his uncle Henry and his cousins William and John had been Grocers, though they were all long dead by now; perhaps the Grocers would be willing to have him as well.

But the choice of a livery company was of secondary importance. Freedom to trade in the City brought benefits not only to diligent traders but to the City as a whole, and the aldermen understood the advantage of making such freedom available to people of means or substance, or even of promise, who had no access to freedom either by patrimony or by servitude. This third option was called freedom by redemption, that is to say by outright purchase. A redemptioner was not required to pass through any apprenticeship, nor was he required to have a parent who was a member of the guild. The common assumption on both sides was that the redemptioner's primary interest was in citizenship rather than in guild membership; all that was expected of him was that he pay a token fee to the City chamberlain and another as an earnest of his good will to the livery company designated *pro forma* to receive him.

For a person of substance, the fees required to secure such a grant were not large — freedom by redemption rarely cost as much as five pounds — and the City in its largess occasionally 'farmed out' the privilege to citizens who might then sell them to the highest bidder, subject to the approval of the court of aldermen. Such was the case in October 1583 when the aldermen granted an impoverished butcher named John Chatterton the 'benefytt of one ffreeman' to sell for his 'releefe and Comforte'.²⁶ Chatterton and Cholmley soon found one another and struck a bargain; the aldermen allowed Chatterton's choice, and on 23 January 1584, 'at the humble petycion of John Chatterton butcher a veary poare man', they ordered 'that John Cholmeley shalbe

admitted into the ffreedome and lybertyes of this Cyttye by Redempcion in the Companye of grocers wthowt any thinge payeing to m^r Chamberleyn of the sayd Cyttye to the vse of the Cominalty of the same'.²⁷

In this fashion the matter was settled. Or not quite; having been approved by the aldermen, Cholmley seems to have forgotten for a time the subsequent formality of becoming a grocer. After a year or so had passed, someone presumably reminded him of this obligation, for at their meeting of 3 March 1585 the court of assistants of the company of Grocers noticed that 'one John Cholmeley' was present, 'beinge a sutor to be made free of the Companye'. His certificate from the City chamberlain would have sufficed for identification, in case no one remembered who he was, and 'Yt was agreyd that he shuld give fower markes and be sworne of this Companye; w^{ch} money he paide presentlie in Courte'.²⁸ Another petitioner, one William Judd, was also granted his freedom by redemption at the same meeting and was assessed five marks to John Cholmley's four, but the minutes record neither his presence on the occasion nor his instant payment. It may have seemed a more urgent matter to Cholmley. Four marks was the equivalent of £2.13s.4d, and the wardens' accounts record the receipt of this sum 'of John Cholmeley for his admission into this Company by redempcion — liijs iiijd'.²⁹ Thereafter the matter languished for several more months before 'John Cholmeley' was finally received into the company 'by Redempcion', that is 'Entred and sworne the xxviiith daye of ffebruarye 1585' (i.e. 1586).³⁰

The transformation was thus complete; the man who for the first fifty years of his life had been merely John Cholmley, tanner, and then John Cholmley, yeoman, had metamorphosed in the 1570s into John Cholmley, gentleman, and then in the 1580s into John Cholmley, citizen and grocer of London.

But wait: how do we know this John Cholmley is Cholmley the tanner or the Cholmley of the Rose playhouse? For evidence that will help my argument that these different embodiments are all aspects of the same person, we need to return to the first of the clues with which we began, our awareness that John Cholmley the grocer had signed his name to the articles of agreement with Phillip Henslowe. We can be more certain that Cholmley the grocer is also Cholmley the tanner-yeoman-gentleman if we can find an example of the latter's signature to compare with the extant signature of the grocer. And, as fortune would have it, at least two such signatures survive; the signature of John the yeoman on a document from 1568 and of John the gentleman, on a document from 1574.³¹ Ideally, we would set these three signatures beside

one another (see figure 1) and see either that they were clearly dissimilar or that they were nearly identical. Actuality is seldom so neat. What we see is not a wished-for exactitude but a close enough resemblance to suggest that these are the evolving signatures of the same man, moving toward greater clarity as time passed, especially in the more careful formation of his uppercase J and C.³² The earliest signature, and the least carefully formed, was written when he was in his forties; the second, somewhat clearer, was written six years later; and the last — if it's the same man — thirteen more years after the second, inscribed still more neatly and carefully, when he was in his late sixties, newly dignified as a grocer, and unwell.³³

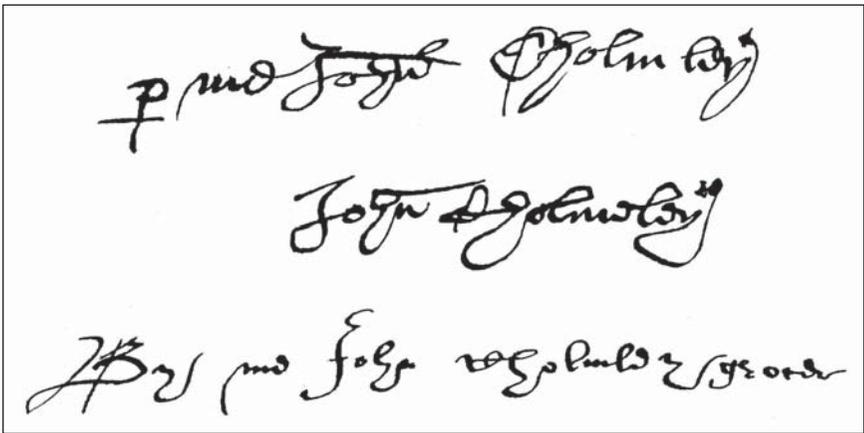


Figure 1. Three signatures of John Cholmley, tanner and grocer:

- 1: 568, John Cholmley, yeoman (Surrey History Centre ms 60/3/82)
- 2: 1574, John Cholmley, gentleman (Surrey History Centre ms 60/3/76)
- 3: 1587, John Cholmley, grocer (Dulwich College Library ms muniment 16)

We may return, then, to the set-question that opened this essay and ask again who was right, Greg or Chambers, about the reason for John Cholmley's disappearance from Henslowe's records. Did he die shortly after the completion of the articles of agreement? We are now in a position to believe that Chambers was right and Greg was wrong. If this is our John Cholmley (as I believe it is), then he did not — as Chambers suspected he did not — live out the eight years and three months of his agreement with Henslowe. He died at the end of April 1589, and on the first of May he was buried in the parish church at Bletchingley. Even assuming that he had kept to the terms of his agreement with Henslowe right up to the time of his death, he would

have made no more than eight quarterly payments for a total of £204 and in turn would have received half the income from the playhouse for the first two years of its operation — whatever that may have amounted to. With his death the agreement became void, as Chambers noted it would; Henslowe, though deprived of Cholmley's payments, thereafter had the whole income from the playhouse as his own.

But the agreement between the two men was a curious affair, little understood if we think of Cholmley as a 'playhouse financier' and even more perplexing now. The reasons that impelled a tanner from Bletchingley to enter into partnership with Henslowe were surely more complex than our earlier, simpler account had invited us to assume; the agreement now needs a further examination, and with it the material for a revisionist narrative will be at hand. But will such a narrative emerge? Or will Cholmley the country tanner, like Ann Whateley the country wench, prove too complicating an ingredient?

Making Sense of John Cholmley: A Fictional Narrative

A tanner will last you nine year. (*Hamlet*, 5.1.168)

The financial arrangement between Henslowe and Cholmley thus lasted for only two years, but whatever its duration, its terms struck Greg — and may well strike us — as 'in some respects curious'.³⁴ The partners had clearly agreed to an exchange: each quarter Cholmley would pay Henslowe a specified sum (£25.10s), and would take in an unspecified sum (half the earnings), while Henslowe — who it seems had already incurred the cost of erecting the playhouse — would surrender half the earnings to Cholmley in return for Cholmley's £25.10s. Each of them must have hoped that he would take in more than he paid out. At best, the payments and returns coupled with Henslowe's own costs would balance each other, and the two men would be neither gainers nor losers. It is difficult to understand the attraction of such a contract beyond its appeal to one's gambling instinct, and we have no evidence that either man was overly inclined to speculative risks of that sort.

Henslowe seems to have planned and initiated the construction of the playhouse on his own and may well have gotten the building up and open for playing even as the first of Cholmley's payments began to come in. James Burbage had no such independence of action in Shoreditch in 1576; he had

little or no money of his own and could not have begun work on the Theatre without John Brayne's financial backing. There is no corresponding evidence to suggest that Henslowe needed Cholmley's money, and under the circumstances it is difficult to understand why Henslowe needed to enter into partnership with Cholmley at all.

Our only recourse if we wish to make better sense of the articles of agreement between the two men is to assume that some aspect of their arrangement has been omitted from the language of the contract. Such omissions were by no means unusual in the sixteenth century: the documents known as 'final concords', and their record portions the 'feet of fines', perpetuated an elaborate fiction of legal controversy that had been common for centuries with regard to land tenure. Performance bonds were always constructed to look like IOUs, specifying a debt which was fictional and formulaic and likely to be called into actuality only in the event of failure to meet some condition specified on the other side of the parchment; and in Henslowe's own day, mortgages and loans of various sorts were commonly disguised as contracts in order to avoid the imputation of usury. The end result in all these cases is a more or less falsified document that says one thing and means another and whose true role in any negotiation is premised upon certain extra-documentary understandings. The task of the modern enquirer is to determine if covert meanings are implicit in a document, and what they might be.

The overt part of the agreement between Henslowe and Cholmley is fairly straightforward but may nevertheless contain some useful clues. One such clue may be in the opening lines of the document, where the two parties affirm as their first order of business that they 'are entrid into partnershippe in the ... possessinge ... of all that *parcell* of grownde or garden plott Contayninge in lenghe and bredthe sqare every waye ffoorescore and fourteene foote of assize little more or lesse' and also in the 'beniffyttes somes of mon-eye proffitte and Advantage of a playe howse now in framinge and shortly to be ereckted and sett vppe vpon the same grounde or garden plotte'. These arrangements are to run 'from the Daye of the Date of these p'sentes for and duringe and vntill the ende and terme of Eighte yeares And three monethes from thence nexte ensuinge'.³⁵ This very precise span of time may offer a clue to what was going on.

A little further along, the document makes provision that Cholmley should have the continuing use of a 'small *tenement* or dwellinge howse scittuate and standinge at the sowthe ende or syde of the saide *parcell* of

grownde or garden plotte to keepe victualinge in or to putt to any other vse or vses whatsoever'; the document goes on to explain that the house in question is 'now in the tenure of the saide John Cholmley o^r his assignes'. Near the end of the deed of partnership, Henslowe affirms to Cholmley that he 'will not *permitte* or suffer any *personne* o^r *personnes* other than the saide John Cholmley ... to vtter sell o^r putt to sale in or aboute the saide *parcell* of grownde ... any breade o^r drinke other than suche as shalbe solde to and for the vse ... of the said John Cholmley'.

Any hypothesis about the nature of the agreement between the two men will have to make sense of these terms and conditions. To do that we will need to back up a bit further, to an earlier point of beginning, and remind ourselves of the steps by which Phillip Henslowe came to hold the property in question. The Rose Estate had existed from at least 1306; it stretched from the river bank southward to Maid Lane and may well have contained fish ponds (or 'pike gardens').³⁶ But by 1500 the Rose Estate had been divided into parcels, and its eastern segment, called the Little Rose Estate, had a separate history thereafter. Robert Colyns, John Lewis, Edward Cheseman, and William Copynger held it successively, and then Copynger bequeathed the property to Ralph and Thomasyn Symonds. Ralph Symonds's widow Thomasyn granted the property in 1552 to the parish of St Mildred, Bread Street, presumably to be used by the churchwardens of the parish as income property.

The property was described in 1552 as 'all that my mesuage or *tenement* called the little Roose With two gardeyns to the same adioyning ... And also all my houses shoppes cellers Sollers Chambers entries gardeyns *pondes easiamentes* lands soile & *hereditamentes* Whatsoeuer With their *appurten^ances* ... to the said mesuag or *tenement* belonging'.³⁷ The mention of cellars and solars 'implies two-storey structures with basements on the Bankside frontage'³⁸ as well as gardens and other possible buildings southward toward Maid Lane. Presumably any parts of this property could be rented out, though the grant from Thomasyn Symonds gives no indication of the level of income the churchwardens might expect. In 1574 the parish gave a lease of the property for thirty-one years (or until 1605) to William Griffyn, at a rent of £7 per year. Griffyn, a vintner who lived in London, held the property for five years, presumably deriving some income from it, then sold the remaining years of the lease in 1579 to Robert Withens for £105. The sale price tells us that the property was generating sufficient income in 1579 for Withens to be willing to pay such a premium for the remaining years of the lease (fifteen times its

rent, a not unusual multiple) in addition to the £7 annual rent in order to have the lease. Withens, another vintner who also lived in London, held the Rose property for six years and then assigned the lease, with its twenty years remaining, to Phillip Henslowe on 24 March 1584/5. The deed of transfer does not mention how much Henslowe paid to Withens as a purchase premium; it merely records that Withens 'for and in concideracion of a certeyne competente somme of lawfull money of England to me in hand paide before thenseallinge hereof by Phillip Hinchley', professed himself 'fullie satisfied and paide'.³⁹

Like Griffyn and Withens before him, Henslowe must have anticipated a worthwhile return on his investment in the Little Rose tenements and gardens. No record has survived of the amount of rent paid to him by his tenants on the property in 1585, but in 1603, as his lease to the property neared its end, he recorded in his diary a 'note of alle my tenentes & what they paye yearley', and among the entries is a list of tenants in 'the Rosse Rentes'.⁴⁰ Ten renters are named, some no doubt living in the tenements by the river, others as the lessees of garden plots. Their rents range from 26s.8d at the low end to £3.6s and amount to £20.9s.4d in total. In addition to this sum, among the Rose rents is a tenement referred to simply as the 'lytell howsse', which brought in £6 annually, making the whole of Henslowe's income in 1603 from the Rose rents in excess of £25. On the back side of the page, in a list headed 'A not what I paye every yeare ... for Rente', Henslowe recorded his annual payment of £7 'vnto St mildredes'.⁴¹ On balance, a profitable lease.⁴²

Unlike the Londoners Withens and Griffyn, Henslowe lived in Clink Liberty on the Bankside quite near to the Little Rose property, but in 1585 he had no more interest in moving his dwelling to the Little Rose than had Withens or Griffyn before him. Henslowe was, however, perhaps the first of the leaseholders who actually wished to build upon the property, not simply to collect rents from it. Though the document by which Withens transferred the lease to Henslowe contained no information about tenants on the property, Henslowe would not likely have completed the purchase without having fuller information about who his sub-tenants were and how he might find them to collect his rents. He must have understood some portions of the property to be unoccupied or void, or else leased to persons currently unknown or unlocatable, because at some point he began to muse with his friend John Griggs the carpenter about the feasibility of erecting a playhouse on the property.

Why a playhouse? In 1585 a person with money to invest had a number of options available, from investment in joint stock companies to money lending, the latter being by far the safer investment with a guarantee of ten percent return per year.⁴³ Henslowe's decision to invest his money instead in a playhouse was based upon considerations now lost to us.

Nor is there any documentary evidence to make a path for us between Henslowe's acquisition of the property in 1585 and his agreement with Cholmley early in 1587. The documentary evidence we've found has given us an identifiable John Cholmley and has also offered the beginnings of a narrative. But when the evidence fails, as it does here, either the story must stop — no documents, no history — or a different kind of narrative must take over. I propose to follow the latter course, to speculate upon a possible scenario that will accommodate the subsequent events to the extent that we know them. The description that follows is plausible but, in the absence of further evidence, it must be understood as fictional; it agrees with the available data but cannot be used as confirmation of the data.

The narrative I propose goes as follows. Henslowe and Griggs began construction of the Rose playhouse in the autumn of 1586 — that is, they laid a foundation, purchased timber, and undertook the measuring and cutting of the frame. A small building, perhaps abandoned or perhaps already partly demolished, stood in the way and was removed.⁴⁴ By December 1586 they must have been ready to commence setting up the posts and beams. Funding was, at this stage, presumably not an issue. But ground rights would have been, so a narrative might commence at Christmastide in 1586 with Henslowe discovering to his dismay that someone named John Cholmley held a valid lease to the piece of ground — or to part of the piece of ground — where he and Griggs had already started to build. (We know that Cholmley had such a lease because it is mentioned in the deed of partnership between him and Henslowe, discussed above.) Robert Withens, recounting to Henslowe in 1585 the names of tenants on the property, may have mentioned that someone regularly paid the rent due for a small house on the southwest corner of the property (the 'little house' of Henslowe's 1603 list) but may not have known if the lease, and the rental paid, included one of the adjoining gardens, the very garden where the playhouse was even then in framing.⁴⁵

How could such a matter remain unknown? Awareness or its absence might depend upon how many years earlier Cholmley's lease had begun, and that commencement might have been at any point. He might have had a long lease to the house and garden from Thomasyn Symonds and might

have been one of her tenants when she deeded the property to St Mildred's parish; more likely, he bought a shorter term lease — perhaps for the conventional twenty-one years⁴⁶ — from the churchwardens of St Mildred's shortly before they in turn leased the whole of the Rose property to William Griffyn in November 1574. Cholmley's lease to a bit of Bankside property may have formed a part of his agenda for upgrading from yeoman to gentleman during that period of his life, or it may simply have been a convenient place for him to store hides near the City.⁴⁷ Either way, if his lease was from the churchwardens it might explain why Henslowe, and Withens too, had been unaware of his tenancy of the garden plot in question. Cholmley's rent might have been payable directly to the churchwardens rather than to Withens or Henslowe.⁴⁸ It is also possible — and in my fictional narrative, likely — that Cholmley was seldom on the premises. The 'little house' might well have appeared, or even been, unused.

A conventional date for the commencement of leases in this period was 25 March, the feast of Our Lady, the traditional spring quarter day; if Cholmley took a twenty-one year lease from the churchwardens of St Mildred's commencing on Lady Day in 1574⁴⁹ — a half year before the churchwardens leased the Little Rose Estate to William Griffyn — it would be due to expire on 25 March 1595. My fictional narrative continues with Henslowe learning in December 1586 that Cholmley held a valid lease to ground Henslowe had thought void; with Henslowe perceiving immediately that he needed Cholmley's cooperation if the playhouse project was to continue, Henslowe being too far committed to turn back; and with Cholmley being quick to recognize that he had Henslowe in an interesting bind. I imagine the two men coming together at the Christmas season in 1586, perhaps at the Little Rose Estate or perhaps in Bletchingley, to explore the matter. Cholmley would have been prepared to see how much he could get, Henslowe anxious to minimize the damage.

And indeed (as I envision this fictional scenario) they ended up with a rather complex agreement. The two men would have reckoned at that time that Cholmley's lease was due to expire eight years and three months in the future. The simplest remedy from Henslowe's point of view would have been to buy the remainder of Cholmley's lease for a flat fee. The rental of the 'little house' and the garden plot came to perhaps £8 per year, and Henslowe might have offered £50 or £60 to Cholmley for the eight and a quarter years remaining. Cholmley ought to have demurred, for he may well have seen an opportunity for larger gains than that. As the playhouse was already being

erected, and would soon open, his reasonable demand might then have been for half the profits of the playhouse for the term of his lease. Henslowe, seeing an opening, should quickly have agreed, subject to the condition that the first earnings of the playhouse would go to repaying his enormous expenses in construction, and that Cholmley's profits (like his own) would commence only after that prior obligation had been met.⁵⁰ Henslowe would hope thereby to keep all the income to himself for most of the term of Cholmley's lease, reaching his break-even point and commencing to share the profits after perhaps some six or seven years, leaving only two years or perhaps even only one year during which he would be obliged to divide his profits with Cholmley. Such an arrangement could well cost Henslowe less than an outright purchase of Cholmley's lease.

Cholmley would of course reject such an offer, insisting that the sharing of profits must commence from the first opening of the playhouse. Henslowe's reciprocal condition would then have been that Cholmley would first have to pay for his half-share in the cost of erecting the building, so that the two men might start out on an equal footing on both sides of the ledger.

But how much would the building cost? Henslowe no doubt inflated the figure he offered Cholmley. The Rose (he might have said) was not to be like 'those primitive buildings put up in Shoreditch in 1576'; they had cost but £700 or £800 to erect where the Rose was to cost more in the range of £1200. Cholmley should advance £600 as his half. The projected earnings from the playhouse would of course more than offset this expense, Henslowe would explain; he had been planning from the outset to bear the full cost of building, and to take the full income, and had expected to make a profit thereby; no reason why two men dividing both costs and income equally ought not both make a profit.

And Cholmley would agree to the terms, except of course he would argue that he could not possibly advance £600 all at once. He would have to pay it in installments, perhaps over the life of his lease. And Henslowe would stand fast. His own investment was already great, and he would have paid the full shot by the summer of 1587; if Cholmley could not pay £600 at once, so that he might stand even with Henslowe, then Henslowe would treat the debt as a fictional 'loan' already made, which Cholmley would 'pay back' in installments at a standard rate of interest. Henslowe would reckon that a £600 loan if held in its entirety for eight years at a standard ten percent would cost £480 in interest for a total debt of £1080; but if paid back in regular installments, the effect would be to halve one of those figures; the debt would be

the equivalent of ten percent for four years, or five percent for eight years. At those figures, Cholmley would owe Henslowe £840 in all, or £105 per year, or £26.5s per quarter.

Too much, Cholmley would say; besides, there was Cholmley's annual £6 rent for the 'lytell howsse', which, in light of their incipient agreement as partners, ought to be taken into account. Indeed, if the little house were to be turned into a victualling house to enhance the playhouse enterprise, then Henslowe ought properly to be paying rent to Cholmley for it. Over eight years, at £6 a year, Cholmley would reckon that rental to come to £48. Despite this new objection, however, the two men were very close to agreement; Henslowe, anxious to settle, would offer to split the difference in the rental of the little house, deducting £24 from the amount Cholmley would owe, thus reducing his £840 debt to £816, or £25.10s per quarter. Further, Cholmley's payments would not need to begin until Midsummer, by which time the playhouse would be almost ready to begin producing revenue. He would not, in other words, need to begin payments until he was at a point to begin receiving income. The two men would agree to meet again after the Christmas season to draw up the terms of their agreement, in which they would be careful to specify that the ground on which the playhouse was to stand was held in both their names, not just in Henslowe's (they 'are entrid into partnershippe in the ... possessinge ... of all that *parcell* of grownde or garden plott'); that they were also partners in all the 'beniffyttes somes of moneye profite and Advantage of a playe howse now in framinge and shortly to be erected and sett vppone vpon the same grounde or garden plotte'; and that these arrangements were to run 'from the Daye of the Date of these p^rsent^s for and duringe and vntill the ende and terme of Eighte years And three monethes from thence nexte ensuinge'. And with that, the parties would rest content.

Such a narrative, though flawed and largely invented, provides a point of entry into the questions surrounding the nature of the agreement between Henslowe and Cholmley. Though fictional, the narrative is anchored upon an identifiable John Cholmley who had for a period of ninety-nine months a contractual half-interest in a playhouse to complement the rights he already held to a nearby building. As for the 'little house' to be used for the uttering of victuals, Cholmley likely had no tenants of his own in it; if he had, they would need to be evicted in order for the house to be used for victuals; also, had there been tenants in the little house, Henslowe might sooner have become aware of its presence as an anomaly. Perhaps after the agreement

Cholmley hoped one of his sons might move into it and have the profits of food and drink for the ensuing eight years. I can't imagine Cholmley himself moving in; Kentwaynes, his residence in Bletchingley, would have been far grander, and I imagine him as having had a true attachment to the ancestral homestead. He died in Bletchingley, and I suspect he lived there by his own choice until he died.⁵¹

He was buried at Bletchingley on 1 May 1589 and thus would have missed his Midsummer payment. Did word of his death come quickly or slowly to the Rose playhouse? My final image is of Henslowe waiting through the summer, growing increasingly impatient, sharpening his quill, and idly writing 'Chomley when' across the wrapper of a workbook that had once belonged to his brother, a book that he was soon to take up for his own playhouse accounts.

If my fictional narrative is a reasonable approximation of what actually happened, then John Cholmley's role in the development of the Rose playhouse — heretofore pretty much a mystery — was both marginal and accidental. In the story as I offer it, Cholmley was a kind of walk-on, not a partner in any meaningful sense but rather an unanticipated complication for Henslowe, one despite which both Henslowe and the playhouse enterprise fortunately survived intact. Cholmley was not Henslowe's 'financier' in the way that — on the analogy of John Brayne's relation with James Burbage — we have heretofore presumed. For one seeking evidence of such a relationship, the new story will prove disappointing. Based upon fresh data though it be, my revised persona for Cholmley and my proffered narrative about the earliest days of the Rose may appear anticlimactic, an unsatisfactory replacement for the intriguing uncertainties that had earlier troubled Greg and Chambers.

But I value it for precisely those reasons, because it makes clear the non-meliorative relation between new data and new narratives. Cholmley is no longer a figure of mystery; his story exemplifies the axiom that fresh evidence when found is under no obligation to enable narratives more satisfying or conformable than their predecessors. With Cholmley we have a different kind of entrepreneurial aspiration: a tanner from Bletchingley, interested in affairs of business and in mercantile status far more than in drama, yet inadvertently the co-owner for a time of the Rose playhouse. The new Cholmley is an unexpected figure in the theatrical history of the 1580s and worth knowing about on those grounds alone.

Addendum

David Kathman, in his essay ‘Citizens, Innholders, and Playhouse Builders’, *Research Opportunities in Medieval and Renaissance Drama* 44 (2005), 38–64, esp. 49–50, offers an alternative to the narrative I have constructed above. He proposes that the John Cholmley who was Henslowe’s partner may have been the John Cholmley who was baptized in St Martin Ludgate on 9 September 1565, the eldest of ten children of Jasper Cholmley, clerk of the City of London. Jasper Cholmley made his will on 12 September 1586, leaving most of his estate to his eldest son John, and was buried on 14 November 1587. The son John Cholmley made his own will less than a month later, on 6 December 1587, and died some three years after that; his will was proved on 17 February 1589/90. One of his bequests was to ‘St Katherine’s Hall in Cambridge’ to establish a scholarship. So this John Cholmley — like the John Cholmley I posit above — died after the deed with Henslowe was executed but before the start of Henslowe’s *Diary*. Problematically though, this John Cholmley would have been only twenty-one at the time of the Henslowe deed, and even younger when a ‘John Cholmley’ was sworn a freeman of the company of Grocers. Kathman speculates that perhaps Jasper Cholmley, a man of some influence, pulled strings to get his son John the freedom of the City, and that John delayed being sworn as a grocer because he was waiting until he could plausibly claim to be twenty-one, the normal minimum age for someone to become a freeman of London. Kathman doesn’t address the matter of this John Cholmley having had a lease to a house on the Little Rose Estate since some time before 1587. And, unfortunately, no signature of this John Cholmley seems to have survived.⁵²

Notes

I want to acknowledge at the outset my indebtedness to Julian Bowsher of the Museum of London Archaeology Department (MOLA), whose helpful observations have saved me from many blunders (though probably not from all).

- 1 The epigraph is from Collingwood’s *The Idea of History* (Oxford, 1946), 243–44.
- 2 Henslowe Papers, Muniment 16. A facsimile is available in *The Henslowe Papers*, ed. R.A. Foakes (London, 1977), and an abbreviated transcript in *Henslowe’s Diary*, eds R.A. Foakes and R.T. Rickert (Cambridge, 1961). It is also available online at *The*

Henslowe-Alleyn Digitisation Project, Muniments series 1, group 16, <http://www.henslowe-alleyn.org.uk>.

- 3 The term is usually applied, with equal imprecision, to Robert Keysar and Thomas Woodford to describe their activities a generation later at Blackfriars and Whitefriars. See 'Robert Keysar, Playhouse Speculator', *Shakespeare Quarterly* 37 (1986), 476–85 and 'Cashing In on the Court Revels: Thomas Woodford and Whitefriars', *Medieval and Renaissance Drama in England* 2 (1984), 209–30.
- 4 *Henslowe's Diary*, 2 vols, ed. W.W. Greg (London, 1904–08).
- 5 *Ibid.*, 2.45
- 6 E.K. Chambers, *The Elizabethan Stage* (Oxford, 1951), 2.408.
- 7 The lord of the manor at the time of Cholmley's deed of partnership with Henslowe was Charles, second lord Howard of Effingham, the lord admiral, who was Drake's commander, Edward Alleyn's patron, and eventually earl of Nottingham. Howard's connection with not only Bletchingley but also the Rose playhouse's best known occupants may appear to be a potentially fruitful double link to John Cholmley as well, but it is no more than coincidence.
- 8 *Surrey Archeological Collections* 5 (1871), 222. See also Michael Drake, 'An Elementary Exercise in Parish Register Demography', *Economic History Review* 14 (1961–62).
- 9 It was not unusual for families in Tudor times to give the same name to more than one child, and the subsequent records of this family give us ample opportunity to distinguish among the four sons. In his will Richard Cholmley the father left bequests 'to my Elder sonne John Cholmeley' and 'to John Cholmeley my youngest sonne' (The National Archives [TNA] MS Prob.11/42A, ff 418v-419r).
- 10 The books of decrees and orders for that period not being extant, the disposition of the lawsuit is unknown, and it is difficult to assess the validity of William's statements about his distant kinsman's activities and character. For the land transactions, see TNA MSS C.54/895, 1983, 1994; for the lawsuit TNA MS Req.2/67/74.
- 11 Peter King, *The Development of the English Economy to 1750* (London, 1971), 309, 337.
- 12 In the 1400s there was a tannery, and a road called Tanhouse Lane, just south of the Winchester Palace grounds on the Bankside. See Martha Carlin, *Medieval Southwark* (London, 1996), 24 n8.
- 13 *Victoria County History of Surrey*, 2 vols, ed. H.E. Malden (London, 1967) 2.329.
- 14 King, *Development of the English Economy*, 309.
- 15 TNA MS E.159/331, mb.29.
- 16 TNA MS E.159/353, mb.142.

- 17 TNA MS C.66/1040, mb.35; extracted in the *Calendar of Patent Rolls, Elizabeth*, 9+ vols (London, 1964), 4.147.
- 18 TNA MS E.159/365, mb.354.
- 19 TNA MSS E.179/184/194, /184/192, /185/220; /185/275, /185/282; /185/281; /185/308.
- 20 TNA MS E.179/185/258.
- 21 *Calendar of Surrey Assize Records*, items 8, 21, 125.
- 22 Folger Shakespeare Library, Loseley MS L.b.82, f 8r.
- 23 Surrey History Centre, Woking MS 60/3/82, 60/3/76.
- 24 *Calendar of Surrey Assize Records*, items 684, 712, 758, 860, 880.
- 25 For more on the disconnect between one's trade and one's company membership, see David Kathman, 'Grocers, Goldsmiths, and Drapers: Freemen and Apprentices in the Elizabethan Theater', *Shakespeare Quarterly* 55 (2004), 1–49 and his essay 'Players, Livery Companies, and Apprentices', Richard Dutton (ed.), *The Oxford Handbook of Early Modern Theatre* (Oxford, 2009), 413–28.
- 26 London Metropolitan Archives (LMA) MS COL/CA/01/01/022 (formerly Corporation of London Records Office MS Rep.20), f 465r.
- 27 LMA MS COL/CA/01/01/023 (formerly CLRO Rep.21), f 21. In an article in *Theatre Notebook* ('The Builder of the Rose Theatre' 44 [1990], 50–4), Mary Edmond noticed these same documents and commented upon the involvement of Chatterton in Cholmley's freedom.
- 28 Guildhall Library (GH) MS 11,588/1, f 365. The matter was fairly routine; the Grocers' company usually admitted two or three applicants each year by redemption.
- 29 GH MS 11,571/7, f 168v.
- 30 GH MS 11,571/7, f 189. By contrast, William Judd was made to endure no such long wait, being 'entered' at the time of his first approval. I have no idea what this might signify for Cholmley.
- 31 Surrey History Centre, Woking MSS 60/3/82, 60/3/76. Reproduced by permission.
- 32 Discovering the virtue of 'writing fair' is perhaps a sign of mature responsibility. Hamlet explains to Horatio how he replaced the commission Rosencrantz and Guildenstern were carrying to the King of England with a forged substitute. He says that he

Devised a new commission, wrote it fair —
 I once did hold it, as our statists do,
 A baseness to write fair, and labored much
 How to forget that learning; but, sir, now
 It did me yeoman's service.

(5.2.34–8)

- 33 He professed to be ‘sicke in bodye’ when — some months before signing the agreement with Henslowe — he had made his will (discussed below).
- 34 *Henslowe’s Diary*, 2.44.
- 35 The agreement is one of the Henslowe Papers kept at Dulwich College, where it is muniment 16. See note 2 above.
- 36 Julian Bowsher and Pat Miller, *The Rose and the Globe: Playhouses of Shakespeare’s Bankside, Southwark: Excavations 1988–90* (London, 2009), 14.
- 37 TNA MS C.54/482, mb.13. The description occurs twice in the document, the second with slight variances from the first, transcribed here. I’m indebted to David Mateer for sending me a photograph of the original.
- 38 Bowsher and Miller, *Rose and the Globe*, 23.
- 39 Henslowe Papers, muniment 15. See note 2 above.
- 40 *Henslowe’s Diary*, f 178r.
- 41 *Ibid.*, f 178v.
- 42 Upon the lease’s expiration in 1605 the property reverted to St Mildred’s parish. In January 1606 the Sewer Commissioners found the playhouse still standing, but by April of that year their report described the sewer ditch ‘by the Late playhouse in maidelane called the Rose’, suggesting the building had been dismantled that spring. See Julian Bowsher and S.P. Cerasano, ‘The Deed of Partnership in the Rose Playhouse (January 10, 1587)’, *The Henslowe-Alleyn Digitisation Project*. The later history of the Little Rose Estate is unclear; perhaps it all reverted to St Mildred’s parish. The St Saviour’s sacramental token book for Clink Liberty in 1641 (LMA MS P92/SAV/290) contains a place heading that reads ‘Mr Clarkes tenements belonging to St Mildreds’. Clarke’s tenements may have been the remains, fifty years later, of the Henslowe holdings in the Little Rose Estate, though the location is uncertain.
- 43 The landmark 1571 Statute Against Usury legalized the lending of money so long as the interest rate did not exceed ten percent.
- 44 Bowsher and Cerasano, ‘The Deed of Partnership’: ‘another building, just north of Cholmley’s House ... appears to have been demolished just before the playhouse was built’.
- 45 Pottery fragments and floor tiles at the site of the ‘little house’ date from as early as the fourteenth century, though its foundations are later; the earlier fragments may have been rubble used as fill in the construction (Bowsher and Miller, *Rose and the Globe*, 31). The house itself may have been built after 1552 (the date of Thomasyn Symonds’s deed, which doesn’t mention it), but was certainly in place before 1585. After describing the house’s foundations, the authors observe that ‘if there had been a building of this size ... it would have impinged on the intended playhouse location’ (31).

- 46 Leases could be for any number of years, but the commonest terms in the period were twenty-one and thirty-one years.
- 47 Julian Bowsher, in a private communication to me, suggests that the location of the 'little house' at the south end of the Little Rose Estate may have been part of an increasing use of Maid Lane at mid-century as a more convenient route through that part of the parish than the older pathway along Bankside. He said it was impossible to tell after so many years whether hides had been stored in the little house.
- 48 Once Cholmley's lease had fallen in, of course, the right of future lessorship would have devolved upon Henslowe; certainly the rental of the little house was his by 1603. On the other hand, if the Cholmley tenancy had been misrepresented to Henslowe at the time of his purchase of the lease in 1587, he would have had legal grounds for compensation from Withens. There is no record of his having sought such redress; nonetheless, this is a weak link in my narrative. I attempt to finesse the problem by assuming that Cholmley was not technically Henslowe's tenant, but this is shaky.
- 49 Two years later, on Lady Day 1576, James Burbage began his twenty-one year lease of the property in Holywell where the Theater was to be erected.
- 50 Profits of course would not begin until a playing company was in residence, and the playhouse owner had to share with the playing company whatever money was taken in.
- 51 Unfortunately for my narrative, Cholmley had made his will in January 1585/6, a year before any of the events in the above scenario occurred (and a month before he finally became a grocer). He described himself at that time simply as 'of Blechingley' and 'gent'. He said he was 'sicke in bodye' and asked to be buried 'before the Chauncell Dore wthin the parish Church of Blechingley'. Apart from designating some lands in Blechingley to various children, he mentioned nothing of any other rentals or leases he may have held; all the residue of his estate was left to his executor, his son Richard. The will (LMA MS DW/PA/5/1589/1) was proved shortly after his burial, on 13 May 1589. The surviving document is on two sides of a single sheet but is not the original; it contains no original signatures.
- 52 Such a signature would appear on an original will; I'm grateful to Dr David Mateer for searching the relevant bundles of wills in the National Archives and confirming that no original will survives for this John Cholmley, only a record copy. How useful it would be to set this John Cholmley's signature against the three shown above; but apparently no signature survives.

