

SUMMARY: The document below is a copy made by one John Kipling of the indenture of 15 June 1580 by which Benedict Spinola (d. 12 July 1580) sold to Oxford the great garden of Christchurch and a messuage called the gatehouse with a pathway leading to the great garden, and all other buildings on the property, which had formerly been the property of Magdalene College. The price paid by Oxford is not specified in the indenture, but a lawsuit brought by Dr Julio Borgarucci (d. 7 January 1581) against Spinola states that it was £2500 (see TNA REQ 2/178/60). The indenture permits the continuance of leases granted by Spinola, and makes Oxford responsible for the perpetual rent of £15 due to the Master and Fellows of Magdalene College, Cambridge, conditions which, according to the indenture, were included in an indenture of 27 August 1579 made between Spinola and George Kirkham, Hugh Beeston and William Walter. Beeston and Walter were Oxford's servants, and it would appear that they entered into the indenture of 27 August 1579 as Oxford's agents. This earlier indenture would appear to be the document referred to in the aforementioned lawsuit by Dr Julio Borgarucci in which Spinola states that he 'did for the sum of two thousand and five hundred pounds of good and lawful money of England convey and assure the same to certain persons and their heirs by the special appointment of the said Earl of Oxenford'.

The background to the indenture below is described in the entry for Roger Kelke in the online edition of *The Dictionary of National Biography* as follows:

*In January 1575 Kelke wrote to Burghley, assuring his patron that the 'College have acted according to your request respecting Mr Spinola'. On 13 December, 'the most important date in [Magdalene's] entire history' (Cunich and others, 215), the college granted to the queen, for an annual rent-charge of £15, 7 acres of freehold land in the parish of St Botolph, Aldgate, London, part of the endowment bequeathed by Thomas Audley, Baron Audley, in 1544; the grant was conditional upon a conveyance by 1 April 1575 to Benedict Spinola, a Genoese moneylender. Though satisfactory in the short term, the disastrously improvident nature of the deal rapidly became apparent as Spinola developed the land and sold it to Edward de Vere, seventeenth earl of Oxford. Subsequent generations' attempts to recover the endowment as unlawfully alienated were to no avail, and for centuries Magdalene's problems were to be quintessentially financial.*

Decima pars clausorum de Anno Regni Elizabethhe Regine vicesimo secundo

[LM: Indenture inter Spinola et Oxonie Comitibus]

This indenture made the fifteenth day of June in the year of Our Lord God one thousand five hundred and fourscore and 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., between the right honourable Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount Bulbeck and Lord of Scales and

Badlesmere, of the one part, and Benedict Spinola, merchant of Genoa now resident in London and free denizen of England, of the other part;

Witnesseth that the said Benedict Spinola for a certain sum of good [+&] lawful money of England to him in hand paid by the said Earl whereof and wherewith he acknowledgeth himself well and truly satisfied, contented and paid, and the said Earl, his heirs, executors & administrators thereof and of every part and parcel thereof clearly acquitted and discharged forever, by these presents hath aliened, bargained and sold, confirmed and released, and by these presents doth alien, bargain and sell, confirm and release unto the said Edward de Vere, Earl of Oxenford, his heirs and assigns, all that the great garden situate, lying and being in the parish of Saint Botolph without Aldgate, London, commonly called or known by the name of the great garden or covent garden of Christchurch with th' appurtenances;

And also all that the messuage or tenement called the gatehouse with a backside thereunto belonging and a pathway leading to the said great garden;

And all houses and buildings of, in or upon them or any of them now being, with all and singular their appurtenances and the reversion and reversions of them and every of them;

And all the estate, right, title, interest and demand whatsoever of the said Benedict Spinola out of, in and to the premises before by these presents mentioned to be aliened, bargained and sold, confirmed and released;

To have and to hold the said great garden, messuage and tenements with all other the premises with th' appurtenances unto the said Edward de Vere, Earl of Oxenford, his heirs and assigns forever;

And the said Benedict Spinola for him, his heirs, executors and administrators doth covenant, promise and grant to and with the said Edward de Vere, Earl of Oxenford, his heirs and assigns, by these presents in manner and form following:

That he, the said Benedict Spinola, his heirs, executors, administrators or assigns shall and will at all and every time and times hereafter and from time to time at his and their own proper costs and charges clearly acquit, discharge, save or keep harmless the said great garden, messuage, gatehouse, backside and pathway and all and singular other the premises with th' appurtenances of and from all dowers, titles of dowry, annuities, fees, judgments, bargains, charges, titles, troubles, demands and encumbrances whatsoever had, made, knowledged, committed, suffered or done by the said Benedict Spinola or by any other person or persons by or under his estate, right, title, means, assent or procurement, a certain yearly rent of fifteen pounds specified in a certain indenture made between the said Benedict Spinola of the one part and George Kirkham, Hugh Beeston and William Walter on the other part bearing date the seven and twentieth day of August in the one and twentieth year [=27 August 1579] of the reign of our Sovereign Lady the Queen's Majesty that now is payable to the Master and Fellows of the College of Saint Mary Magdalene in the fair university of Cambridge due since the date of the same

recited indenture, and one nomine poena whereby the lands may be charged unto the said Master and Fellows of the foresaid College of Saint Mary Magdalene and their successors for non-payment of the said yearly rent of fifteen pounds aforesaid, and all such leases for life and for years only as the said Benedict Spinola hath granted unto the tenants of the said lands and be contained and specified in a schedule annexed unto the said indenture made from the said Benedict Spinola unto them, the said George Kirkham, Hugh Beeston and William Walter, and also the same recited indenture excepted and foreprised,

In witness whereof the parties first above-named either to other of these indentures interchangeably have put their hands and seals the day and year first above-written.

Et memorandum quod vicesimo septimo Die Iunii Anno suprascripto prefatus Benedictus Spinola venit coram dicta domina Regina in Cancellaria sua et recognovit Indenturam predictam ac omnia et singula in eadem contenta et specificata in forma supradicta

Irrolatur primo Die Iulij Anno predicto

[This is a true copy from the original record remaining in the Chapel of the Rolls, having been examined. John Kipling]

[Translation: Be it remembered that on the twenty-seventh day of June in the year above-written the forenamed Benedict Spinola came before the said Lady Queen in her Chancery and acknowledged the foresaid indenture and all and singular in it contained and specified in the form abovesaid. Enrolled the first day of July in the year aforesaid.]