

SUMMARY: The document below is the copy on the Close Rolls of the indenture dated 4 July 1591 between Oxford and John Wolley (d.1596) and Francis Trentham (d.1626) by which Oxford sold his Great Garden property in the parish of St Botolph's, Aldgate, to Wolley and Trentham on condition that they reconvey the property to him upon request, and if not, that he receive the profits from it during his life, and after his death that Wolley and Trentham would dispose of it to the benefit of Oxford's second wife, Elizabeth Trentham (d.1612).

For the background to Oxford's purchase of the Great Garden property and the claim made against it after his death, see the will of Lord Chancellor Thomas Audley (1487/8-1544) dated 19 April 1544 (TNA PROB 11/31, ff. 3-6), Oxford's inquisition post mortem taken 13 August 1608 (TNA C 142/305/103), and the claim of the Master and Fellows of Magdalene College for the right to re-enter the Great Garden property dated 26 November 1609 (TNA SP 15/39, f. 141).

LM: D' Indenture inter Oxonie Comitem et Wolley & alios

This indenture made the fourth day of July in the year of Our Lord God one thousand five hundred fourscore and eleven and in the three and thirtieth 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 Bladsmer [=Badlesmere] of thone party, and John Wolley, esquire, one of her Majesty's most honourable Privy Council, and Francis Trentham, esquire, of thother party;

Witnesseth that the said Edward de Vere, Earl of Oxenford, for and in consideration of a certain sum of lawful money of England to him in hand paid by the said John Wolley and Francis Trentham, whereof and wherewith the said Earl acknowledgeth himself fully satisfied, contented and paid, and thereof and of every part and parcel thereof doth clearly acquit, exonerate and discharge the said John Wolley and Francis Trentham, their heirs, executors and administrators and every of them. by these presents hath given, granted, bargained and sold and by these presents doth fully, clearly and absolutely give, grant, bargain and sell unto the said John Wolley and Francis Trentham, their heirs and assigns, all that the Great Garden situate, lying and being in the parish of Saint Botolph's without Aldgate, London, commonly called or known by the name of the Great Garden or Covent Garden of Christ's Church, 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 th' estate right, title, interest and demand whatsoever of him, the said Earl, of, in and to the said premises before by these presents bargained and sold;

And all deeds, writings, evidences, counterpanes of leases, rentals, surveys and other writings concerning only the premises mentioned to be bargained and sold or only any part or parcel thereof;

To have and to hold the said Great Garden, messuage and tenement with all other the premises with th' appurtenances, together with the said deeds, evidences and writings, unto the said John Wolley and Francis Trentham, their heirs and assigns, forever, to th' only proper use and behoof of the said John Wolley and Francis Trentham and of their heirs and assigns forever;

And to th' end to prevent all controversies, strifes, objections and doubts that may hereafter happen or arise touching the true intent and meaning of this present deed of bargain and sale, it is by these presents manifested and declared, as well by the said Earl as by the said John Wolley and Francis Trentham, that it is meant and intended that the said Earl shall have the said whole premises reassured unto him by the said John Wolley and Francis Trentham upon reasonable request to them made, to hold only for term of his own natural life, and in default of such reassurance, may receive and take th' issues and profits thereof during his life;

And that of the whole reversion or remainder to come after the decease of the said Earl and of all th' entire fee simple of the whole premises after the decease of the said Earl, the said John Wolley and Francis Trentham, their heirs and assigns, shall and may make conveyance and assurance or otherwise dispose at their own free wills and pleasures for the benefit, behoof, most advantage and commodity of Elizabeth, sister of the said Francis Trentham, one of the Queen's Majesty's Maidens of Honour;

In witness whereof the said parties to these present indentures have interchangeably set their hands and seals, given the day and year first above-written.

Et memorandum quod die et Annis suprascriptis prefatus Edwardus Comes Oxonie venit coram dicte domina Regina in Cancellaria sua et recognovit Indenturam predictam ac omnia et singula in eadem contenta et specificata in forma supradicta

Irrotulatum quarto die Novembris Anno predicto

[=And be it remembered that on the day and years above-written the forenamed Edward, Earl of Oxford, came before the said Lady Queen in her Chancery and acknowledged the indenture aforesaid and all and singular in the same contained and specified in form abovesaid. Enrolled on the 4<sup>th</sup> day of November in the year aforesaid.]