

SUMMARY: This lawsuit in the Court of Requests between the Queen's physician, Dr Julio Borgarucci, and the merchant Benedict Spinola involved 'lands and tenements' in St. Botolph without Aldgate which Oxford purchased from Spinola. The Queen had granted the property to Spinola by letters patent on 29 January 1575. Spinola sold the property to Oxford on 15 June 1580 for £2500, and according to a broadside ballad (STC 1057) died on 12 July 1580. Borgarucci's bill of complaint refers to events 'about a year last past', indicating that negotiations for the sale of the property took place in 1579, and this is confirmed by the indenture of 15 June 1580 which refers to an earlier indenture of 27 August 1579 made between Spinola, on the one part, and Oxford's agents George Kirkham, Hugh Beeston, and William Walter on the other part.

Borgarucci's account of the negotiations and Spinola's are completely at variance, and Spinola's seems the more believable of the two. It appears that Borgarucci borrowed £130 from Spinola, and to avoid having to repay the money invented a story that he himself had contracted to buy the property from Spinola for £2400, and had later agreed with Spinola to assign his contract to Oxford. For his alleged services as a broker between Oxford and Spinola, Borgarucci claimed that Spinola had promised him a commission of £100 which should be set off against the £130 he had borrowed from Spinola. According to Spinola, however, Borgarucci had had nothing to do with the contract between Oxford and Spinola. Spinola says that Oxford contracted to purchase the property for £2500 with the provision that the property was to be assured to certain persons and their heirs at Oxford's appointment. Spinola says that as part of the contract Oxford initially paid Spinola £500, to be forfeited if Oxford did not pay the remaining £2000 by a specified time. Oxford did not pay the remaining £2000 within the specified time but Spinola declined to take advantage of the £500 forfeit and urged Oxford's officers to have Oxford pay the £2000, whereupon Oxford's officers suggested that Spinola should arrange for an interim loan ('take up the money by exchange') to cover Spinola's cash flow problem, and assured Spinola that Oxford would pay the interest costs and charges incurred by Spinola in connection with the loan. Spinola must eventually have received the remaining £2000 from Oxford since he conveyed the property to Oxford on 15 June 1580, acknowledging full payment of the purchase price. In the meantime, while negotiations with Oxford's officers over the payment of the £2000 were going on, Spinola told Borgarucci of his cash flow problem. Borgarucci offered to furnish Spinola with £2000 to tide him over, and Spinola offered to pay Borgarucci £100 if he would do so. However, Borgarucci failed to come up with the £2000, and was therefore not entitled to the £100 Spinola had promised him if he furnished the money.

The result of the lawsuit is unknown; it likely terminated with Spinola's death. Oxford retained the property in St. Botolph without Aldgate until 4 July 1591, when he transferred it to John Wolley and Francis Trentham (see PRO SP 15/39, f.141). It was later inherited by Oxford's son, Henry de Vere, 18th Earl of Oxford, and became the subject of a further lawsuit in 1609 by the Masters and Fellows of Magdalene College, Cambridge, who had originally conveyed it to the Queen contrary to their own statutes (see PRO SP15/39, f.141).

PRO REQ 2/178/60/1

To the Queen's most excellent Majesty.

IN MOST HUMBLE WISE complaining showeth unto your excellent Majesty Julio Borgarucci, one of your Highness' ordinary physicians attendant upon your person, that whereas about a year last past one Benedict Spinola, a merchant-stranger and by your Majesty's bounty naturalized here within your Majesty's realm, was seised of and in certain lands & tenements lying in or near unto the parish of St. Botolph without Aldgate of the city of London, and the said Benedict so being seised did require of your said servant that, he being urged to sell them, he for friendship and country['s] sake would help him to a chapman for them, and in fine declared he would willingly sell them under two thousand pounds, whereupon your said servant, taking a time to be advised of them, did after repair to the said Benedict and told him that he did not discreetly to offer them to be sold for so small price, for that they, being in value presently worth £180 to be letten or thereabouts, would be sold for above two thousand pounds, whereupon the said Benedict used these words or to like effect, that if he could sell them for above £2000 he should have the half of the overplus, to which your said servant did reply and say that he would not get so much at his hands, but durst venture to buy them of him himself and to pay him for them £2400, unto which bargain they both agreed, and he, the said Benedict, gave to your said servant certain days of payment, whereupon your said servant did procure one Martin de la Faille, merchant-stranger, to take up or have in a readiness 700 or 800 pounds for him to pay for the said first payment, and took order with the said Benedict Spinola as well for the payment thereof as also of all the residue of the money which he was to pay to the said Benedict for the purchase of the premises, but soon after the right honourable Edward, Earl of Oxenford, was let to understand of the bargain and did earnestly require the same, which, for that your servant did perceive to be a very beneficial bargain, he was willing to pleasure the said Earl with having the same, and at his house nigh adjoining thereunto at sundry times had conference with divers of his Lordship's officers that came to view & common with him for it, and finding indeed the bargain to be better worth than £2600, was willing to conclude with the said Earl for the same for £2500 and for shorter days of payment than himself should have paid the said Benedict, to the great liking & commodity of him, the said Benedict, being then determined (as he himself said) to make speedy preparation of as much ready money as he could and to depart out of this realm, and yet your said servant, willing to gratify the said Benedict further (as in many other greater causes he before had done to his own hindrance & danger), and so to pleasure his honourable friend, did declare to the said Benedict what bargain he had made with the said Earl, asking him how he would deal with him in so advancing his speedy payment, whereunto he answered that if he would turn over the said bargain so as the said Earl might deal with him for it at those days of payment, he would accord, and (besides one fountain & other things he had before for that and other respects given to your said servant) did also willingly offer him the £100 which was the overplus more than himself should have given to the said Benedict,

whereunto your said servant likewise consented & agreed that the said Benedict should make the bargain immediately with the said Earl, and so brought the said Earl's officers and him together, and they concluded with the said Benedict for £2500 with good assurance for his money and the days of payment that were promised, whereupon the said Benedict, acknowledging himself much beholding to your said servant, presently after he had received £500, being the first payment which was within 6 weeks then next following or thereabouts, he sent Augustine Grassina, his cashier, to your said servant, declaring to him that he had received of the said Earl his first payment, willing him to come to dinner and that he should have his promised £100, but your said servant, knowing that the said Benedict had great occasion to occupy money, said he would not take it till the last payment, and coming to dinner to the said Benedict he after was likewise willed to receive the said £100, which with like answer as before he refused for that time, after which the said Earl very honourably performed all the rest of the promised payments till 2500 was fully paid, after which your said servant, having occasion to occupy money, sent to the said Benedict to have upon his bill £130 till a day following, meaning in that meanwhile to reckon with him for the same, but your Majesty's service and his last sickness after letting him till near the day in his bill contained, being then sent unto by the said Benedict that the said day did approach, he, your said servant, did return in answer that he did well remember his day, and that if he would either come or send unto him & reckon with him (the hundred pound that your said servant was to have by his promise concerning the said bargain of the gardens aforesaid being deducted), he would readily make payment of the rest, and would also clear with him for such other reckonings as then were depending between them, or to that effect, but the said Benedict having then received all his money of the said Earl, neither regarding his own faithful promise both of the said hundred pounds & of much more well deserved by your said servant, as well in advancing his price £500 at the least more than the said Benedict would willingly have sold the said gardens for, in travailing also & being at good round charges to procure & take money in a readiness to have paid the said Benedict for his first payment of the said £2400, as also in neglecting his business & affairs at the court & elsewhere (forbearing for the space of a month to attend his honourable & good friends whose entertainment for his counsel in physic in that time would have been very beneficial unto him) for that he was occasioned during all that while to keep house near unto the said gardens and to entertain all such as came to be buyers of the same to his great costs & charges, and lastly, not regarding that your said servant in consideration of the said £100 promised did relinquish & deliver over the bargain that himself had made with the said Benedict, but contrariwise the said Benedict, of greedy & covetous mind meaning to abuse the trust that your said servant had in him, which trust in troth occasioned your said servant neither to deal by writing nor to call any direct witnesses to the said promise-making other than the said Augustine Grassina, being factor to the said Benedict, who by chance in messages in that cause going between them was made privy to the said promise, he, the said Benedict (thinking therefore that by the strict course of your Majesty's laws your said servant could hardly bring to pass to recover his said promised £100), with a large conscience doth deny the payment thereof, and would utterly defeat your said servant of the same, contrary to all law, equity, & good conscience, unless by your Highness and the ordinary means by your Majesty provided in your Court of Requests for such as be your servants daily attending upon your person the said Benedict may be compelled to declare

the truth of the premises upon his oath, in tender consideration whereof, and for that also your Majesty's said servant can hardly prove the said promise by the ordinary course of the common laws of your Majesty's realm because he hath but one principal witness, who being servant or factor to the said Benedict may be by him conveyed into such places unknown as that your said servant could not have him at an instant to testify the troth in the premises to a jury, may it therefore please your Highness to grant your most gracious writ of privy seal or the ordinary messenger of your Court of Request[s] to be directed or sent to the said Benedict Spinola, commanding him under a certain pain at a certain day to appear before your Majesty's ordinary Masters of your Court of Requests to answer to the premises & further to stand to such order as the said court in that behalf shall award, and your said servant according to his bounden duty shall daily pray to God for your Majesty's most royal estate in all felicity long to reign.

PRO REQ 2/178/60/2

The answer of Benedict Spinola to the bill of complaint of Julio Borgarucci.

THE SAID DEFENDANT saith that true it is that the defendant was seised in his demesne as of fee of and in the said gardens mentioned in the said bill of complaint in or about the time mentioned in the said bill, and this defendant being thereof seised 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, at whose hands this defendant received five hundred pounds, parcel of the said sum, the same five hundred pounds to his own proper use to have and detain as forfeited if so it were that the other two thousand pounds were not paid within a certain time after limited, which time of payment being past and the money not paid accordingly, the said defendant, not meaning to take the advantage of the said five hundred pounds, travailed with the said Earl's officers for the two thousand pounds, who greatly entreated this defendant to take up the money by exchange, and that the said Earl should allow all losses and damages in that case sustained, and this defendant further saith that he, this defendant, having occasion to occupy the said money (meaning the two thousand pounds) did say unto this complainant that he, this defendant, had then great occasion to occupy the said money and that he would be contented to lose one hundred pounds thereof if he, this defendant, might have the residue readily paid unto him, whereupon the said complainant said that that were a good bargain for him, the said complainant, wishing that he had known the same eight days sooner, whereupon this defendant then further said to the said complainant, If you can furnish me with the said money I will be contented with all my heart that you have the said hundred pounds and the interest that the said Earl should pay if he shall be constrained to take up the said money, with this nevertheless, that the said complainant should discharge the said defendant of fifty angels which by the complainant's means were promised to be paid by this defendant to a certain person, wherewith the said complainant was very well content and took respite for five or six days for providing of the same money, and within a few days after the said complainant came to this defendant and did let him to understand that

he could not provide above three or four hundred pounds, and thereupon this defendant said unto the said complainant that he, this defendant, was sorry that the said complainant could not gain the said hundred pounds nor yet this defendant could get the residue of his money as he made his reckoning to have been sure thereof and not to have failed, whereunto this complainant said *non importo*, that is to say, no force, and so they departed contented, to this defendant's judgment. Without that that this defendant did require the said complainant to be a chapman or to deal for the said gardens but by the request of the said complainant, or did declare unto him that he, this defendant, would have willingly sold the same for two thousand pounds, or that the said complainant did say to this defendant that he, this defendant did not discreetly to offer the said gardens to be sold for so small a price, or that this defendant did use these or the like words to the said complainant viz., If you can sell the said gardens for above two thousand pounds you shall have thone half of the overplus, or that he, the said complainant, did say that he would [+not] get so much at this defendant's hands, or did say to this defendant that he, the said complainant, durst adventure to buy of him, this defendant, and to pay him the sum of two thousand and four hundred pounds, or that they both agreed unto the same bargain, or that this defendant gave unto this complainant any days of payment for the same, or that the said complainant, to the knowledge of this defendant, did procure the said Martin de la Faille to take up or have in readiness seven or eight hundred pounds for the said complainant to pay for the first payment, or did take order with the said defendant for the payment thereof or for the payment of the residue, or that the said complainant to the knowledge of this defendant had any such contract or agreement with the said Earl for the sale of the said gardens or for the price thereof or for the days of payment, or that the said complainant did declare to this defendant that the said complainant made any such bargain with the said Earl, or that the said defendant did say to the said complainant that if he, the said complainant, would turn over the said bargain unto the said defendant so as the said Earl might deal with this defendant for it at those days of payment, he, this defendant, would accord, and besides a fountain and other things which this defendant had before that time for that and other respects given to the said complainant did offer unto the said complainant the said hundred pounds as in the said bill is alleged, or that thereupon the said complainant did bring the said defendant and the said Earl's officers together, or that the said defendant upon the receipt of the said five hundred pounds did send the said Augustine Grassina to the said complainant, declaring that he had received the first payment, requiring the said complainant to come to dinner to this defendant, or that the said complainant should have his promised hundred pounds, or that the said complainant did say that he would not take it until the last payment, or that the said defendant willed the said complainant to receive the same, or that the same complainant did refuse the same with like answer as is before declared as most strangely in the said bill is alleged, and the said defendant further saith that he, this defendant, did in troth lend unto the said complainant the said sum of one hundred and thirty pounds to be paid at a day now past, the day of payment whereof approaching and the said complainant being put in mind thereof, the said defendant seeking the payment of the said money which this defendant did lend him, the said complainant did then utter and publish the said supposed promise, seeking thereby to ease himself of the said payment, being a thing not once before that time heard of by the said defendant. And for that the said defendant did and doth require the payment of the said money (as lawful is

for him to do), the said complainant, as this defendant doth verily think, hath devised the said promise as a shift to shift this defendant from his said due debt, without that that the said complainant was at any charges in driving of the said bargain with the said Earl or in procuring or taking up any money for the same to the knowledge of this defendant, or that by occasion thereof he, the said complainant, was by any ways or means damnified, for the said defendant saith that he, this defendant, did for the very goodwill that he did bear unto the said complainant, and in recompense of small pleasures that the said complainant had done to this defendant, bestow upon or give unto the said complainant a fountain of white marble worth two hundred crowns and a cistern of lead and divers other benefits to a very good value, and thereby doth think that the said complainant was bounden in friendship to have done more for the said defendant than the said complainant hath set forth in the said bill, albeit that in very deed the said complainant to the knowledge of this defendant did not for the said defendant do any of the said things mentioned in the said bill of complaint, without that that any other matter or thing in the same bill alleged and in this answer not sufficiently confessed and avoided, denied or traversed is true, all which matters this defendant is ready to aver and prove as this honourable court shall award, and prayeth to be dismissed out of the same with his reasonable costs in this wrongful suit sustained.