

SUMMARY: The document below is the indenture dated 10 December 1574 made between the Master and Fellows of Magdalene College, Cambridge, and Benedict Spinola, setting out the conditions of the sale of the rectory of Saint Katherine Christchurch and the messuage and great garden which had been granted to the College by Lord Audley under his will of 19 April 1544. The Master and Fellows were prevented by their statutes from selling the property, and to overcome this problem the Queen was used as an intermediary in the sale in order to ensure that clear title passed to Spinola. Covenants in the indenture provide that the Master and Fellows will grant the rectory, messuage, and garden to the Queen by 2 February 1575, the rectory for a perpetual rent of £25 and the messuage and garden for a perpetual rent of £15, and that the Queen will grant them to Spinola by the following Easter. Further covenants provide that Spinola will retain the messuage and garden, paying to the Master and Fellows the perpetual rent of £15 per year, but that Spinola will convey the rectory to whomever the Masters and Fellows appoint within 40 days of receiving such request. Oxford later purchased the messuage and garden from Spinola for £2500 on 15 June 1580.

These transactions are 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.*

This indenture made the tenth day of December in the seventeenth year [=10 December 1574] 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 Roger Kelke, Doctor of Divinity and Master, and Fellows of the College of Saint Mary Magdalene in the fair University of Cambridge of the one part, and Benedict Spinola, merchant of Genoa now resident in London, of the other part;

Witnesseth that where the said Master and Fellows for divers great considerations them thereunto especially moving are determined and fully agreed to give, grant and assure unto our said Sovereign Lady the Queen and unto her heirs and successors all that their rectory or parsonage of Saint Catherine Christchurch in London with all and singular tithes, obventions, oblations, emoluments, rights, profits, advantages and hereditaments

to the said rectory or parsonage in any wise belonging or appertaining, lying and being within the said parish, together with all that their messuage and garden commonly called the Great Garden or the Covent Garden of Christchurch with the appurtenances situate, lying and being within the parish of Saint Botolph without Aldgate, London, yielding and paying yearly to the said Master and Fellows and to their successors for the said parsonage twenty-five pounds and for the said garden fifteen pounds of good and lawful money of England at the feast of St. Michael the Archangel;

Now the said Benedict Spinola for himself, his heirs, executors and assigns doth by these presents covenant and grant to and with the said Master and Fellows and their successors that he, the said Benedict Spinola, his heirs or assigns, shall and will on or before(?) the feast of Easter next coming procure, obtain and get the said rectory or parsonage and other the premises to be granted and conveyed unto him, the said Benedict Spinola, and his heirs by our said Sovereign Lady the Queen by her patent sealed with the Great Seal of England, together with the deeds that shall be thereof made by the said Master and Fellows unto our said Sovereign Lady the Queen, if the said Master and Fellows or their successors shall before the feast of the Purification of Blessed Mary the Virgin next after the date of these presents [=2 February 1575] convey and assure the said parsonage and other the premises to our said Sovereign Lady the Queen, her heirs and successors;

And the said Master and Fellows for themselves and their successors do by these presents covenant and grant to and with the said Benedict Spinola, his heirs and executors, that the said Master and Fellows and their successors shall do what in them doth lie to obtain and get the said messuage and garden for the yearly rent of fifteen pounds aforesaid to be granted, confirmed and assured unto the said Benedict Spinola, his heirs and assigns, by Act of Parliament at the only and proper cost and charges of the said Benedict Spinola, his heirs or assigns, if our said Sovereign Lady the Queen shall by her letters patent sealed with the Great Seal of England before the said feast of Easter next coming convey and assure the said rectory and other the premises to the said Benedict Spinola and his heirs;

And the said Benedict Spinola for himself, his heirs and assigns, doth by these presents covenant and grant to and with the said Master and Fellows and their successors that he, the said Benedict Spinola, his heirs and assigns, at the request of the said Master and Fellows and their successors lawfully made at the now dwelling-house of the said Benedict in London within the space of forty days next after such request, shall and will convey or cause to be conveyed all that right, title and interest to and in the said rectory and parsonage with the appurtenances which he, the said Benedict Spinola, and his heirs shall have to and in the said rectory or parsonage with the appurtenances by virtue of the said letters patent together with the said letters patent and the deed of the said rectory and parsonage thereof made to our said Sovereign Lady the Queen whole and uncanceled to such person or persons and to his or their heirs as the said Master and Fellows or their successors shall nominate or appoint unto the said Benedict, his heirs and assigns, at the place aforesaid by their writing under their seal, discharged or saved harmless of and from all charges and encumbrances had, made or done by the said Benedict Spinola, his heirs or assigns, be it by fine, feoffment or recovery, at the cost and charges in law of the

said Master and Fellows or their successors or of such person or persons and their heirs as the said Master and Fellows or their successors in manner and form aforesaid shall nominate and appoint;

And the said Master and Fellows for themselves and their successors do by these presents covenant and grant to and with the said Benedict Spinola, his heirs, executors and assigns that he, the said Benedict Spinola, his heirs and assigns and every of them, shall and may peaceably and quietly have, hold, occupy and enjoy the said messuage and garden with the appurtenances without any lawful let, interruption or disturbance of the said Master and Fellows and their successors or of any other person or persons claiming anything in the said messuage and garden with the appurtenances by, from or under the said Master and Fellows and their successors except leases thereof heretofore made by the predecessors of the said now Master and Fellows for term of years yet enduring and the said rent of fifteen pounds hereafter upon the said conveyances of the said messuage and garden to our said Sovereign Lady the Queen intended to be reserved to the said Master and Fellows and their successors also forprised;

And the said Benedict Spinola for himself, his heirs and assigns, doth by these presents covenant and grant to and with the said Master and Fellows and their successors that if the said messuage and garden with the appurtenances shall be conveyed and assured by our said Sovereign Lady the Queen unto him, the said Benedict Spinola and his heirs by her patent sealed with the Great Seal of England in manner and form aforesaid, that then he, the said Benedict Spinola, his heirs or assigns, shall and will within forty days then next ensuing make, seal and deliver or cause to be made, sealed and delivered unto the said Master and Fellows as his or their deed one other(?) deed containing a clause of distress for the sum of sixteen pounds five shillings and eight pence to be forfeited nomine poena at three several days for the not payment of the said rent of fifteen pounds;

And also that it shall be lawful to & for the said Master and Fellows and their successors to enter into the said messuage and garden with the appurtenances and the same to hold and retain if the said rent of fifteen pounds shall be unpaid by the space of one whole year after the said feast of Saint Michael the Archangel in the which the said rent of fifteen pounds ought to be paid according to a draft thereof before th' ensealing of these presents made in paper and subscribed with the hand and name of the said Benedict Spinola and remaining with the said Master and Fellows if the said Master and Fellows or their successors shall within forty days next ensuing the date of the said letters patent at the now dwelling-house of the said Benedict Spinola in the city of London by writing sealed with their common seal require the same of the said Benedict Spinola, his heirs or assigns;

In witness whereof to the one part of these present indentures remaining with the said Master and Fellows the said Benedict Spinola hath set to his seal, and to the other part of the same indenture remaining with the said Benedict Spinola the said Master and Fellows have set to their common seal of their said College, given the day and year first above written.

Per me Benedict Spinola.

Sealed and delivered in the presence of me, Rowland Broughton, scriptor, Thomas Walton, William Balkter, Sophonia Smith, & Charles Chaifer.