

SUMMARY: The Chancery petition below was filed on 10 November 1590 by Christopher Marshall, executor of William Marshall, against Thomas Skinner and Oxford's servant, Nicholas Mynne. The petition recites the terms of an indenture of 20 November 1571 by which Oxford leased Castle Camps to his uncle Henry Golding and to John Turner for a fine of £1500 and a rent of £126 6s 8d per annum, and the assignment in 1578 by Golding and Turner of the balance of the lease to William Marshall. Christopher Marshall states that at the time of his petition in 1590 the reversion of Castle Camps has been 'long since vested' by 'lawful conveyance' in Thomas Skinner. Marshall's wording is oblique, and suggests that Skinner did not acquire Castle Camps via a straightforward sale from Oxford, a conclusion supported by other documents. Skinner's original involvement with Castle Camps dates from 16 September 1580, although it was not until November 1583 that the property was actually sold to him. The petition goes on to recite that after Golding and Turner assigned their lease of Castle Camps to William Marshall he sublet to a number of under-tenants and farmers, receiving rents from them to the value of £280 per annum. Having no children, Marshall willed these rents to various of his kinsfolk and friends and died shortly thereafter, whereupon Christopher Marshall took on the executorship of the estate. Marshall then turns to the events which have given rise to his petition, namely that in August 1590 the manor of Camps was extended to the value of £100 per annum by a writ from the Court of Wards based on bonds amounting to £1500 which Oxford had entered into on 1 July 1571 to guarantee his debt to the Court of Wards. After the extent the Queen leased the manor to Oxford's servant Nicholas Mynne for so long as the manor should remain in her hands, with Mynne to take all the profits over and above a fixed yearly rent to the Queen which would go towards repayment of Oxford's debt to the Court of Wards. In normal circumstances, Marshall's under-tenants paid him £135 semi-annually in rents due under their sub-leases, and Marshall paid Skinner semi-annually £63 3s 4d in rent due under his primary lease, with Marshall retaining the difference as his profit. The sole change after the Queen's extent of the manor of Camps in August 1590 should thus have been that Marshall would have paid the rent due under his primary lease to Nicholas Mynne rather than to Thomas Skinner. Instead, as Marshall complains in his petition, Mynne has not only taken Marshall's £63 3s 4d rent due under the primary lease, but also an entire half-year's rent amounting to £135 from Marshall's under-tenants which should have been paid to Marshall. Marshall's position is supported by BL Lansdowne 68/11, f. 26 in which it is stated that on 3 August 1590 the Queen leased the manors of Fowlmere and Camps to Mynne for £140 per annum. Since Fowlmere was extended for £40 per annum, and Camps for £100 per annum, Mynne thus owed the Queen only £100 per annum for Camps, an amount which he could easily have covered from Marshall's total annual payments under the primary lease of £126 6s 8d, with a profit of £26 6s 8d left over for himself without touching the rents of Marshall's under-tenants. In addition to this unjust dealing, Marshall claims that Skinner and Mynne have entered into a conspiracy to deprive Marshall of his lease entirely by taking fraudulent advantage of a clause in the original lease of 20 November 1571 between Oxford, Golding, and Turner which provided that the lease would be forfeit if payment were not made within two months of either of the semi-annual dates of payment. Marshall claims that Skinner and Mynne have conspired to compound with the Queen or otherwise pay off the amount due under

the extent so that the extent will expire, unknown to Marshall, and Marshall will then be found to be in breach of his lease for not having paid Skinner the rent within two months of the usual semi-annual payment date (despite the fact that Marshall had already paid it to Mynne under the extent). Whether Marshall is correct that there was a fraudulent conspiracy by Skinner and Mynne is unknown, but other documents indicate that Skinner was at this time engaged in fraudulent conspiracies concerning the Queen's extents against lands which he had purchased from Oxford. To avoid the forfeiture, Marshall offers in his petition to pay the disputed £63 3s 4d rent into court, to be paid to Skinner if the court should find him entitled to it despite the fact that the same rent had already been paid to Mynne. The outcome of the case is unknown.

PRO C 2/Eliz/M5/14

Decimum Novembris 1590 [=10 November 1590]

To the right honourable Sir Christopher Hatton of the most noble Order of the Garter, Knight, Lord Chancellor of England.

Most humbly complaining, showeth unto your honourable Lordship your daily orator Christopher Marshall of Blewbury in the county of Berkshire, esquire, executor of the last will & testament of William Marshall, esquire, deceased, that whereas the right honourable Edward de Vere, Earl of Oxford, was lawfully seised in his demesne as of fee or fee tail of and in all that the castle of Camps with all houses, edifices, & buildings to the same belonging, and of all the lands, meadows, feedings, pastures, & sheep courses being the demesne of the manor of Camps in the county of Cambridge and to the same castle appertaining, and also of & in the parks there called Camps Parks and Haverhill End, and of one parcel of pasture called Charlewood lying in the said county of Cambridge;

And so being seised, the twentieth day of November in the fourteenth year of her Majesty's reign that now is [=20 November 1571], by his indenture dated the same year and day, for & in consideration of the sum of fifteen hundred pounds paid or shortly after to be paid unto the said Earl for & in the name of a fine or income, did demise and to farm did let unto one Henry Golding, esquire, and John Turner, gentleman, all that the said castle, parks, and demesne of the said manor (except the copyhold & customary lands and also except as in the same lease ready to be showed forth whereunto relation be had is excepted to him), to hold the said castle and premises so demised with th' appurtenances unto the said Henry Golding and John Turner, their executors and assigns, from the feast of St. Michael th' Archangel last past before the date of that indenture unto the full end & determination of one & twenty years then next ensuing and fully to be complete & ended, at and for the yearly rent of one hundred twenty six pounds six shillings and eight pence at the feasts of th' Annunciation of Our Lady and of St. Michael th' Archangel to be paid by equal portions with and upon this condition, that if it should fortune the same yearly rent or any part thereof to be behind unpaid by the space of two

whole months next after either of the said feasts or terms in the year, that then and from thenceforth it should & might be lawful to and for the said Earl, his heirs & assigns, into the said premises before demised to re-enter, & the same to have again & repossess as in his former estate, anything in the said indenture contained to the contrary thereof in any wise notwithstanding, by virtue of which demise they, the same Henry Golding & John Turner, into the said castle & demesnes before letten entered & were thereof lawfully possessed for the term aforesaid, the reversion unto the said Earl & to his heirs appertaining;

And they, the same Henry and John, so being possessed did about twelve years now past [=1578] for & in consideration of a great sum of money unto them paid by your said orator's testator, William Marshall, did by their sufficient writing assign, grant, & set over unto the said William Marshall all the said castle, parks, & demesnes & premises before letten with th' appurtenances and all their right, interest, estate, & term of years then to come & unexpired of, in, and to the same, by virtue whereof the same William Marshall into the said castle & premises entered & was thereof lawfully possessed accordingly, the reversion, fee simple, & inheritance of which premises so demised are by lawful conveyance long sithence vested & do belong to one Thomas Skinner, citizen and alderman of London, of an estate to him and his heirs forever;

And he, the said William Marshall, so being of the premises possessed as is aforesaid, did demise & let the said castle, parks, & demesnes by several leases unto & among sundry other under-tenants and farmers for certain years yet enduring, whereupon there was reserved unto the said William Marshall, his executors & assigns, sundry several yearly rents amounting in the whole to the sum of fourteen score pounds per annum payable half yearly at the feasts above expressed, by force of which petty leases the said farmers & tenants were thereof possessed accordingly;

And so possessed, the said William Marshall, the testator, having no children of his body & having divers & many poor kinfolk & friends in the comite of Lancaster did abouts eleven years past [=1579] declare & make his last will & testament in writing, & thereby did bequeath & devise to and among many of his said kinfolk & friends sundry several annuities as their legacies in money to be answered out of the profits of the said lease, & of the said will appointed your orator to be executor, and shortly after died of the said term and interest possessed, by and after whose death your said orator, upon hope of quiet having and enjoying of the rents & profits of the said lease during the residue of the years to come & unexpired of the same, taking upon him the burden, care, & charge of the testament aforesaid and of the answering of the debts & legacies of the said testator, did according to the laws ecclesiastical make probate of the said last will & testament, and was of the same lease, interest, and term thereof lawfully seised & possessed accordingly;

And so continued possessed until now of late, that is to say, abouts the month of August last past, that by virtue of her Majesty's writ of extent awarded out of her Highness' Court of Wards and Liveries for and upon a certain debt remaining there due unto her Majesty upon the said Earl of Oxford, concerning which debt certain several obligations

were & are in that court remaining amounting to the sum of one thousand and five hundred pounds whereby the said Earl the first day of July in the thirteenth year of her Majesty's reign [=1 July 1571] before the making of the said lease became bound unto her Majesty in the said Court of Wards, the said manor of Camps with th' appurtenances (whereof the premises above demised are & have been always parcel) were seized into her Majesty's hands and extended at the yearly value of one hundred pounds, as by th' extent thereof returned into the said Court of Wards there remaining of record more plainly & at large doth & may appear, by means & virtue of which extent & of other process thereupon awarded out of the said Court on her Majesty's behalf your said orator and all the farmers, occupiers, & under-tenants thereof were evicted & dispossessed of the said castle, parks, & demesnes before demised, and the same manor (whereof the premises before demised were & are parcel) was by her Majesty by judgment under the seal of the said Court dated the (blank) day of August in the two and thirtieth year [=August 1590] of her Majesty's reign demised over unto one Nicholas Mynne, among other things, to have & to enjoy for & during so long time as the same should remain in her Majesty's hands by force & virtue of the said extent, reserving unto her Highness a certain yearly rent there expressed, after the making of which lease he, the said Nicholas Mynne, was by special writ awarded out of the said Court of Wards and Liveries stalled & established in quiet possession of the same manor, and by himself & his under-tenants had & held the quiet possession & profits & occupation of the said castle, demesne, & parks aforesaid, and not therewith contented, but hath also by colour of that extent levied, perceived, & had the whole half year's rent ended at Michaelmas last past of & from your orator's tenants and which in equity were payable unto your orator, and accordingly the whole to the sum of eight hundred pounds at the least;

And now so it is, right honourable Lord, that the said Nicholas Mynne and Thomas Skinner, having privately of late sithence August last entered into some confederacy & compact between themselves tending to no other effect (as it seemeth) but utterly to frustrate, annihilate, & make void your orator's said lease of, in, and to the premises above letten by the said Earl of Oxford, and for the better furthering of the same their purpose & determination in that behalf, they, the same Thomas Skinner & Nicholas Mynne, do go about and have secretly concluded among themselves by some privy means to make void the said extent, or else so to compound with her Majesty for the said debt due to her Highness as that the said extent & title of her Majesty's lessee depending thereupon shall be, unawares to your orator, clearly determined & expired, by means whereof the said Thomas Skinner & Nicholas Mynne do hope & assure themselves that the said rent reserved upon the said original lease for the half year ended at Michaelmas last past, & which (if the said extent had not been) was in truth and right payable unto the said Thomas Skinner, must & ought of necessity to be paid & answered within two months next after the said feast of St. Michael unto the said Thomas Skinner upon pain of the present loss & forfeiture of the said original lease, according to which their secret and covinous plot & invention the same Thomas Skinner, notwithstanding that he well knoweth how deeply your orator & his under-tenants have been prejudiced & damnified by reason of the said extent, & how much the said Nicholas Mynne hath levied by reason thereof of such rents due at Michaelmas last as were in right payable unto your orator by his said under-tenants which by colour of th' extent afore-recited the said Nicholas

Mynne hath already received & gotten into his own possession, yet he, the same Thomas, giveth out in express & overt speeches that he will drive your orator eftsoons to answer unto him the said half year's rent at Michaelmas last, being threescore three pounds, three shillings & fourpence, affirming & threatening in plain words that if the said £63 3s 4d be not unto him paid at th' end of the said two months according to the condition of the said original lease, that then he, the same Thomas Skinner, will take advantage of the forfeiture thereof and make his re-entry into the said castle, parks, & premises for non-payment of the same rent by reason of the said condition;

And albeit your said orator would have been most willing & ready to have paid the same half year's rent if in case the said eviction had not happened in August last before the rent-day came, and in case her Majesty had not gained the possession & profits of the same by title of the said extent, which she yet enjoyeth, and rather than he, your said orator, would incur the loss & forfeiture of his said lease, he, the same your orator, would (if your Lordship should think it so convenient) deliver into this honourable court for safeguard of his lease the said half year's rent, there to remain to the use of the said Thomas Skinner if his title should serve for him to demand the same, yet he, the said Thomas Skinner (for what cause your orator knoweth not), utterly refuseth to allow of the said extent or of the lease made of the same, and affirmeth the same extent & lease to be void & of no force, and that he will be paid his rent notwithstanding the same extent, whereby your orator, having already lost his whole half year's rents amounting to a hundred five & thirty pounds due unto him at Michaelmas by his said under-tenants & occupiers of the premises, shall now be forced eftsoons to be discharged and to pay his rent due at Michaelmas last unto the said Thomas Skinner or else to hazard and endanger his entire lease & term therein yet to come, to the great hurt, loss, & undoing of sundry the poor kinsfolk & friends of the said testator, and in retarding of the execution of the said last will, and contrary to all right, equity, & conscience;

In tender consideration whereof, & for that your orator's lease & estate aforesaid is prejudicial & subject to the re-entry of the said Thomas Skinner for non-payment of the said half year's rent, & for that it is doubtful unto your orator, being but an extent to the said assignee of the said original lessees, how the state of the said debt & of th' extent & of the whole proceeding thereupon do stand, & whether the same be void or voidable, or else whether the same be erroneous or no, and how soon the same extent may be discharged, disannulled, or determined, or when her Majesty's hands & possession therein shall be ousted & removed, & specially whether the same extent be now in esse & in being, & so shall continue until th' end of the two months next after the feast of St. Michael th' Archangel now last past, or by what secret practice or cautelous device it may be brought to pass that the said half year's rent is & shall be payable by your orator at his peril, all which contingents and casualties may turn to your orator's great danger & peril of his forfeiture of his said original lease if by your honourable means the same be not in equity redressed & set upright, and for that the very truth of the premises is to be sifted further by the several oaths of the said Thomas Skinner and Nicholas Mynne, and for that it is given forth by the said Thomas Skinner and Nicholas Mynne that the said extent is void, & cannot excuse your orator of the payment of his rent due upon the lease, and for that it is to be feared that her Majesty's title may be determined or ended before

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your orator shall be holpen & relieved in the case aforesaid, and thereby your orator left utterly destitute of all relief & remedy if by your honourable Lordship in equity he be not finally holpen & protected;

May it therefore please your Honour, for the safeguard of your orator's interest thus sought to be overthrown, to grant her Majesty's most gracious writ of subpoena unto the said Thomas Skinner & Nicholas Mynne to be directed, commanding them at a day & under a pain therein to be limited personally to appear before your honourable Lordship in the High Court of Chancery at Westminster then & there to answer to the premises, & to stand to such order & direction therein as to your Honour in equity shall be thought fit & convenient, and that your orator by your Honour's order may be specially discharged towards the same Thomas Skinner for the said last half year's [+rent] by him now claimed for the half year ended at Michaelmas last, which hath been in truth answered with a large surplusage unto the said Mynne, her Majesty's lessee of the said extent, and that the said Thomas Skinner also be prohibited to make any demands for the said half year's rent or of any other rent of the premises thereafter to be incurred during the continuance of her Majesty's possession of the premises by reason or colour of the same extent until your Honour do take further order therein, and your orator shall daily pray to God for your Lordship's long life & health with much increase of honour.