

SUMMARY: The document below recites the terms of an indenture between Oxford and Thomas Skinner made on 13 November 1582 which granted Oxford the right to repurchase the manors of Castle Camps and Fowlmere if he paid Skinner £5400 on 30 November 1583, or, if he happened to default on that payment, if he paid Skinner £400 on 31 December 1583 and a further £5400 on 30 November 1584.

Oxford had originally sold Castle Camps and Fowlmere to Thomas Skinner for £5000 on 16 September 1580 (see TNA C 54/1176). Further evidence of this sale is found in a fine of 9 February and 12 April 1581 by which clear title to Castle Camps and Fowlmere passed from Oxford to Skinner (see TNA CP 25/2/260), and in two recognizances from Oxford to Skinner, the first, dated 16 September 1580, for £7000, and the second, dated 17 September 1580, for 2000 marks [=£1333 6s 8d]. For the recognizances, see TNA 3/34/14, no. 3, which contains a list of £150,000 worth of such penal bonds which Oxford was required to enter into when he sold his properties in order to save the purchasers harmless from possible extents by the Queen against the lands in question for Oxford's debt to the Court of Wards. Judgment was granted to Skinner against Oxford on 8 July 1590 on the recognizance of 17 September 1580 for 2000 marks (see TNA C 43-10-340). In view of the fact that Oxford did not contest this judgment, it seems likely that his recognizance to Skinner for 2000 marks [=£1333 6s 8d] was made in return for a loan. However both the date on which it was made and the large sum involved clearly indicate that the recognizance of 16 September 1580 in the amount of £7000 constituted a guarantee by Oxford that Skinner would be saved harmless from possible extents by the Queen in connection with Skinner's purchase from Oxford of Castle Camps and Fowlmere.

Because of the right granted to Oxford to repurchase Castle Camps and Fowlmere in the indenture of 13 November 1582 below, there has been speculation that what purported to be a sale was in reality a mortgage, i.e. that Oxford merely put the manors of Castle Camps and Fowlmere up as security for a loan. This is contradicted by the specific language of TNA C 54/1176, which states that the agreement entered into on 16 September 1580 by Oxford and Skinner was a 'deed indented of bargain and sale', and that Oxford 'did alien, bargain and sell' the manors of Castle Camps and Fowlmere to Skinner for £5000. The fine of 9 February and 12 April 1581 also contradicts the claim that the sale was in reality a mortgage. A fine was a fictitious lawsuit designed to effect a clear and final transfer of legal title to real property. The fact that a fine was levied thus establishes that the transaction was not a mortgage. Oxford's recognizance of 16 September provides additional evidence that the transaction was not a mortgage. Had it been a mortgage, the manors themselves would have constituted the security for the money loaned, and Oxford would not have entered into a recognizance in the amount of £7000. The extant documents thus make it clear that they were all part and parcel of an actual sale of Castle Camps and Fowlmere by Oxford to Skinner on 16 September 1580. The fact that the amount specified in the fine was £1200, rather than the £5000 which, according to TNA C 54/1176, Skinner paid Oxford for the property on 16 September 1580, is likely due to the fact that it was common practice, for privacy reasons, not to include the real sale price in the fictitious lawsuits known as fines.

For Oxford's decision not to exercise his right to repurchase Castle Camps and Fowlmere from Thomas Skinner, see TNA C 54/1176. For Thomas Skinner's later fraud against Oxford, see BL Lansdowne 63/76, ff 191-2

LM: Indentura inter Skynner et Oxonie Comitem

This indenture made the thirteenth day of November in the four and twentieth year [=13 November 1582] 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 Thomas Skinner, citizen and cloth-worker of London, on th' one party, and the right honourable Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount Bulbeck, and Lord of Badlesmere and Scales of th' other party;

Witnesseth that the said Thomas Skinner for and in consideration of certain sums of money to be paid to the said Thomas Skinner, his executors, administrators or assigns by the said Earl, his heirs or assigns, in such manner and form as is hereafter in these indentures mentioned, hath aliened, granted, bargained and sold and by these presents for him and his heirs doth alien, grant, bargain and sell unto the said Earl, his heirs and assigns, all those his manors or lordships of Camps and Fowlmere in the counties of Cambridge and Essex or elsewhere with all and singular their rights, members and appurtenances;

And all his messuages, lands, tenements, meadows, pastures, woods, waters, commons, waste grounds, rents, reversions, services, courts leets, free warrens, liberties, franchises, privileges, jurisdictions, profits, commodities and hereditaments whatsoever to the said manors or lordships or to either of them in any way belonging or appertaining or commonly accepted, reputed, used, taken or known as parts, parcels or members of the said manors or lordships or of either of them;

And all other the messages, lands, tenements, rents, reversions, meadows, pastures, woods, profits, commodities, franchises, liberties and hereditaments of the said Thomas Skinner, with all and singular their appurtenance, set, lying and being in the towns, parishes, hamlets, places and fields of Castle Camps, Shudy Camps alias Sytty Camps, Horsehead alias Horseheath, Withersfield, Fowlmere, Melbourn alias Melleborne, Shepreth, Foxton and Thriplow or in any of them in the said counties of Cambridge and Essex;

And all th' estate, right, title, use, possession, reversion, remainder, interest, claim and demand whatsoever of the said Thomas of, in or to the said manors or lordships and of, in or to every part and parcel of them or of either of them;

And also the advowsons, gift of patronages and free dispositions of the parishes [sic] churches of Castle Camps and Fowlmere aforesaid and of either of them;

And also all other the manors, lands, tenements and hereditaments mentioned and expressed in one indenture of bargain and sale made by the said Earl unto the said Thomas Skinner bearing date the sixteenth day of September in the two and twentieth year [=16 September 1580] of the reign of our said Sovereign Lady the Queen;

To have and to hold the said manors or lordships and all and singular the said messuages, lands, tenements and hereditaments and all and singular other the premises in or by these presents bargained, sold or mentioned to be bargained or sold with all and singular their appurtenances unto the said Earl, his heirs and assigns, to th' only use and behoof of the said Earl and of his heirs and assigns forever;

Provided nevertheless and it is conditioned that if the said Earl of Oxford, his heirs, executors, administrators or assigns or some one of them shall not well and truly content or pay or cause to be contented or paid unto the said Thomas Skinner, his executors, administrators or assigns in or upon the last day of November which shall be in the year of our Lord God one thousand five hundred fourscore and three [=30 November 1583] between the hours of one and five of the clock in the afternoon of the same day the sum of five thousand pounds and also the sum of four hundred pounds of good and lawful money of England at the usual and accustomed place for receipt and payment of money in the Royal Exchange in the City of London commonly called the tendering place;

Or else if the said Earl, his heirs, executors, administrators or assigns shall make default of the payment of the said sum of five thousand four hundred pounds or of any part thereof at the day and place of payment aforesaid, if then the said Earl, his heirs, executors or assigns shall not well and truly content or pay or cause to be contented or paid unto the said Thomas Skinner, his executors, administrators or assigns in or upon the last day of December [=31 December 1583] then next ensuing the said last day of November at the place aforesaid and between the hours aforesaid the said sum of four hundred pounds of lawful money of England, and also in and upon the last day of November which should be in the year of our Lord God one thousand five hundred fourscore and four [=30 November 1584] between the hours of eight and five of the clock of the same day at the place of payment aforesaid the sum of five thousand and four hundred pounds of lawful money of England, that then this present indenture of bargain and sale and all covenants, grants, articles and agreements herein contained and all bands made for the performance of any the covenants or agreements herein contained shall be void and of none effect;

And that then also all assurances made or to be made of the premises or of any part thereof shall be and shall be adjudged, esteemed and taken to be and it is further covenanted and agreed that the said Earl, his heirs and assigns, shall stand and be seised of and in the said manors or lordships, advowsons and premises with th' appurtenances to th' only use and behoof of the said Thomas Skinner and of his heirs and assigns and to none other use, intent or purpose;

And it is further granted and condescended between the said parties and the said Thomas Skinner doth by these presents grant that if the said condition touching the payment of the said several sums of money before mentioned shall be well and truly kept and performed by the said Earl, his heirs, executors, administrators or assigns according to the true meaning of these presents, that then all and every band and bands obligatory whatsoever made or knowledged by the said Earl to the said Thomas Skinner for the performance of any former covenants, grants, articles or agreements contained in the said former indenture of bargain and sale before mentioned to be made by the said Earl to the said Thomas Skinner or in any other indenture of defeasance of the said former bargain and sale shall be utterly void and of no effect to all purposes and intents, and that these presents shall be a sufficient bar thereof forever;

And that also all covenants and grants contained in the said former indentures or writings made by the said Earl to the said Thomas Skinner after the performance of the said condition shall be of no force against the said Earl, and that then and after the full payment of the said money according to the true meaning of these presents, the said Thomas Skinner, his heirs, executors or administrators shall deliver to the said Earl, his heirs or assigns, within fourteen days after request made all and every such indentures, bands and other writing whatsoever made to him, the said Thomas Skinner, by or from the said Earl touching or any ways concerning the said manors, lands, tenements and other the premises or any parcel thereof;

And the said Thomas Skinner doth further for him and his heirs, executors and administrators covenant and grant to and with the said Earl, his heirs, executors and assigns, that he, the said Thomas Skinner, and Blanche his wife and the heirs of the said Thomas, shall and will at the costs and charges in the law of the said Earl, his heirs or assigns, at all times and from time to time during the space of four years next ensuing the payment of the said several sums of money according to the true intent and meaning of these presents upon reasonable request thereof to be made by the said Earl, his heirs or assigns, do, knowledge and suffer to be done, knowledged and executed all and every such further reasonable act and all thing and things, devises, assurances and conveyances in the law whatsoever for the further and better assuring and conveying of the said manors or lordships, advowsons, lands, tenements and hereditaments and all and singular other the premises with all and singular their appurtenances mentioned or intended by these presents to be bargained or sold, be it by fine, feoffment, recovery, enrolment of these presents or otherwise with warranty only against the said Thomas Skinner and his heirs to the said Earl and his heirs in fee simple to his and their own use, as by the said Earl, his heirs or assigns, or by his or their learned counsel in the law shall be reasonably devised, advised or required to be had, made or done, all which said assurances and conveyances so to be had and made shall be to the only use and behoof of the said Earl and of his heirs forever;

And that he, the said Thomas Skinner, his heirs, executors or assigns, shall and will at all times and from time to time after the payment of the said money acquit and discharge or otherwise upon reasonable request save and keep harmless as well the said manors or lordships, advowsons, lands, tenements and hereditaments and all and singular other the

premises in and by these presents bargained and sold or mentioned to be bargained or sold, with all and singular their appurtenances and every part and parcel thereof, as also the said Earl, his heirs or assigns, of and from the title of dower of the said Blanche, now wife of the said Thomas Skinner, and of and from all and all manner of former bargains, sales, gifts, grants, jointures, dowers, titles of dower, statutes merchant and of the Staple, judgments, executions, recognizances, titles, charges, estates, demands and encumbrances whatsoever had, made or done by the said Thomas Skinner or by any other person or persons lawfully having or lawfully claiming any estate, right, title, demand or interest of, in or out of the said manors, lordships, lands, tenements, advowsons and other the premises and every or any part or parcel thereof by, from or under him, the said Thomas Skinner;

In witness whereof the parties abovesaid to these indentures have interchangeably put their hands and seals, given the day and year above written.

Et memorandum quod vicesimo octavo die Novembris Anno regni domine nostre Elizabeth Regine vicesimo quinto predictus Thomas Skinner venit coram dicta domina Regine in Cancellaria sua et recognovit Indenturam predictam ac omnia et singula in eadem contenta et specificata in forma supradicta Irrotulata primo die Decembris Anno [] Elizabeth []

[=And it is to be remembered that on the twenty-eighth day of November in the twenty-fifth year [=28 November 1582] of the reign of our Lady Queen Elizabeth the foresaid Thomas Skinner came before the said Lady the 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 December in the [] year of Elizabeth [].