

SUMMARY: The document below is the copy enrolled in Chancery on 2 May 1584 of a deed made between Oxford and Thomas Skinner on 6 February 1584 and acknowledged by Oxford in Chancery on 8 February 1584, by which deed Oxford relinquished his right to repurchase the manors of Castle Camps and Fowlmere from Thomas Skinner on or before 30 November 1584.

As recited in the document below, Oxford had originally sold Castle Camps and Fowlmere to Thomas Skinner for £5000 on 16 September 1580. 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 a recognizance from Oxford to Skinner dated 16 September 1580 for £7000. For the recognizance, 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.

Although the transaction of 16 September 1580 was clearly a sale, and not a mortgage, Oxford did retain the right to repurchase Castle Camps and Fowlmere from Thomas Skinner under certain conditions. This was not the only time Oxford retained such a right. In a lawsuit by Oxford following his sale of Colne Priory to Roger Harlakenden in 1592, one of the points at issue was a promise made by Harlakenden that Oxford would have the right to repurchase Colne Priory (see TNA C24/239). The same thing appears to have happened with respect to Oxford's original sale of Castle Camps and Fowlmere on 16 September 1580.

As recited in both TNA C 54/1159 and in the document below, on 13 November 1582 Oxford and Skinner entered into an agreement by which Oxford was permitted to exercise his right to repurchase 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.

The document below recites that Oxford did not meet the payment conditions set out in the indenture of 13 November 1582, and that accordingly he relinquished all claim to repurchase Castle Camps and Fowlmere. The default appears to have been deliberate, since on 30 November 1583, the very date on which he was entitled to exercise his right to repurchase Castle Camps and Fowlmere, Oxford entered into an agreement with Richard Peacock, Rowland Martin and Thomas Skinner for the sale of a parcel of properties which included the manors of Castle Camps and Fowlmere, the manors of Overhall and Netherhall, and the park of Lavenham, and acknowledged having received £13,400 in that regard from Peacock, Martin and Skinner (see TNA C 147/152, TNA C 146/7040 and TNA C 146/6976). It would therefore seem that Oxford sold Castle Camps and Fowlmere to Skinner on 16 September 1580, entered into an agreement with Skinner to repurchase the two manors on 13 November 1582, and then negotiated a sale of a larger parcel of properties with Peacock, Martin and Skinner which included not only Castle Camps and Fowlmere, but also Overhall and Netherhall, and the park of

Lavenham. As further evidence that the document below was part of the sale of a larger parcel of properties, it recites that Skinner paid Oxford £1000 in addition to the £5000 which Skinner had paid Oxford for Castle Camps and Fowlmere on 16 September 1580. It seems that Oxford decided not to go through with the repurchase, and in the process negotiated a further cash payment of £1000 from Skinner in return for giving up his right to repurchase Castle Camps and Fowlmere, and in return for the interest Skinner then acquired in the manors of Overhall and Netherhall. For the indenture tripartite of 4 January 1585 setting out Skinner's interest in the manors of Overhall and Netherhall, see TNA C 147/231.

It should be noted that in the document below the deed between Oxford and Skinner is erroneously stated to have been made on the 'twentieth' day of November in the twenty-fourth year of Queen Elizabeth's reign. Queen Elizabeth's regnal year began on 19 November. The 'twentieth' day of November in the twenty-fourth year of her reign would therefore be 20 November 1581, almost a year earlier than the indenture was actually made. In TNA C 54/1159, the correct date is given as the 'thirteenth' day of November in the twenty-fourth year of Queen Elizabeth's reign, i.e., 13 November 1582.

LM: Scriptum inter Comitem Oxonie et Skynner

To all Christian people to whom these presents shall come Edward de Vere, Earl of Oxenford, Lord Great Chamberlain of England, Viscount Bulbeck, and Lord of Badlesmere and Scales sendeth greeting in Our Lord God everlasting,

That whereas I, the said Earl, by my deed indented of bargain and sale made by me, the said Earl, unto one Thomas Skinner, citizen and cloth-worker of London, bearing date the sixteenth day of September in the two and twentieth year [=16 September 1580] of the reign of our most dread and gracious sovereign Lady Elizabeth, the Queen's Majesty that now is, for and in consideration of the sum of five thousand pounds of good and lawful money of England to me by the said Thomas Skinner at th' ensealing and delivery of the said indenture well and truly contented [+and] satisfied, did alien, bargain and sell unto the said Thomas Skinner all those the 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 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 most 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 messuages, lands, tenements, rents, reversions, meadows, pastures, woods, profits, commodities, franchises, liberties and hereditaments of me, the said Earl, with all and singular their appurtenances set, lying and being in the towns, parishes, hamlets, places and fields of Castle Camps, Shudy Camps alias Sitty 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 me, the said Earl, of, in or to the said manors of lordships and of, in and to any part or parcel of them or of either of them;

And also the advowsons, grant of parsonages and free dispositions of the parish churches of Camps and Fowlmere aforesaid and of either of them;

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 the said-recited indenture bargained and sold or mentioned to be sold or bargained with all and singular their appurtenances unto the said Thomas Skinner, his heirs and assigns, to the only use and behoof of the said Thomas Skinner and of his heirs and assigns forever, except certain things in the said indenture excepted, as by the same deed amongst divers covenants and other things therein mentioned more at large appeareth;

And whereas also afterwards the said Thomas Skinner, by his deed indented bearing date the twentieth [sic for 'thirteenth'] day of November in the four and twentieth year [=13 November 1582] of the reign of our said Sovereign Lady Elizabeth, the Queen's Majesty that now is, did alien, grant, bargain and sell back again unto me, the said Earl, my heirs and assigns, all and singular the foresaid manors or lordships of Camps and Fowlmere and all the other things to him, the said Thomas Skinner, by me before by the said first-recited deed indented bargained and sold;

To have and to hold the said manors or lordships and all and singular the said other things, messuages, lands, tenements, parsonages, advowsons and hereditaments with th' appurtenances unto me, the said Earl, my heirs and assigns, to th' only use and behoof of me, the said Earl, and of my heirs and assigns, forevermore, with this proviso or upon this condition contained in the said last-recited indenture, that if I, the said Earl of Oxenford, my heirs, executors, administrators or assigns, or some one of us, should 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 should be in the year of Our Lord God one thousand five hundred fourscore and three [=30 November 1583], which was the last day of November last past, 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 of receipt and payment of money in the Royal Exchange in the city of London commonly called the tendering place, or else if I, the said Earl, my heirs, executors, administrators or assigns, should make default of the payment of the said five thousand and four hundred pounds or of any part thereof at the day and place of payment aforesaid, if then I, the said Earl, my heirs, executors or assigns, should 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 then next ensuing the said last day of November, which was the last day of December last past [=31

December 1583], 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 the said last-recited indenture of bargain and sale and all covenants, grants, articles and agreements therein contained and all bands made for the performance of any the covenants or agreements in the said bargain and sale mentioned should 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 should be and should be adjudged, esteemed and taken to be void, as in and by the same amongst divers covenants and other things therein contained more at large it doth and may appear, which said sums of money mentioned in the said condition nor any part or parcel thereof so to be paid unto the said Thomas Skinner in manner and form aforesaid for the preservation of th' estate that I, the said Earl, had in the said manors or lordships and all and singular other the premises with th' appurtenances was not paid or satisfied unto the said Thomas Skinner or his assigns, whereby the said condition in the said last-recited indenture was not performed of any part, but broken, by reason whereof the said Thomas Skinner hath entered or lawfully may enter into all and singular the said manors or lordships, lands, tenements, rents, reversions, services, hereditaments and all and singular other the premises with th' appurtenances, and that the said Thomas Skinner hath good present right and title to enjoy, take, use, occupy, receive, perceive and take the issues, profits, commodities and advantages thereof coming and growing to his own benefit, sole use and behoof;

And therefore know ye now that I, the said Earl, having a good will and mind that the said Thomas should quietly and safely enjoy the said premises for which he hath truly contented and paid me very great sums of money, and the rather for that over and above the price first agreed upon he hath now also given of his goodwill to me the sum of one other thousand pounds more of good and lawful money of England, do by these presents confirm and ratify the estate of the said Thomas Skinner in the premises, and also remise, release and quit-claim for me and my heirs forevermore unto the said Thomas Skinner, his heirs and assigns, forever, all the right, title, use, interest possession, occupation, claim and demand whatsoever which I, the said Earl, or my heirs, executors, administrators and assigns, or any of them, now have or at any time or times hereafter may, can or of right ought to have, challenge, claim or demand or which by any ways or means whatsoever may accrue, grow or come to me, the said Earl, my heirs or assigns, in or unto the said manors, messuages, lands, tenements, rents, reversions, services, presentations, advowsons and hereditaments and all and singular other the premises with th' appurtenances and every part and parcel thereof;

To have and to hold all and singular the said manors or lordships and other the premises and every part and parcel thereof unto the said Thomas Skinner, his heirs and assigns, forever absolutely and simply, without any condition or possibility of redemption from him or his heirs either by me, the said Earl, or my heirs or any other person or persons whatsoever, to the sole, only, proper use and behoof of the said Thomas Skinner, his heirs

and assigns, forevermore, in such manner and form that neither I, the said Earl, nor my heirs nor assigns, nor any of us, nor any other person or persons for me or in my name or in the name or names of any of us, any estate, right, title, use, interest, entry, occupation, possession, condition or conditions, or any benefit or advantage thereof whatsoever at any time hereafter to the said manors or lordships, hereditaments and all and singular other the premises or any part or parcel thereof shall or may require, challenge, demand, claim or exact, but of and from the same and every part and parcel thereof I, the said Earl, and my heirs will be and shall be by these presents estopped, barred, excluded, denied and surclosed forevermore;

In witness whereof I, the said Earl, have hereunto set my hand and seal, given the sixth day of February in the six and twentieth year [=6 February 1584] of the reign of our said most gracious and sovereign Lady Elizabeth, by the grace of God of England, France and Ireland Queen, Defender of the Faith, etc.

*Irrotulata secundo die Maij Anno predicto*

*Et memorandum quod Octauo die ffebruarij Anno suprascripto prefatus Edwardus Comes Oxonie venit coram dicta domina Regina in Cancellaria sua et recognovit Scriptum predictum ac omnia et singula in eodem contenta et specificata in forma supradicta*

[=Enrolled on the second day of May in the foresaid year]

[=And it is to be remembered that on the eighth day of February in the year above-written the forenamed Edward, Earl of Oxenford, came before the said Lady the Queen in her Chancery and acknowledged the foresaid deed and all and singular in it contained and specified in the form abovesaid.]