

SUMMARY: The document below is a certificate dated 20 June 1591 endorsed 'Certificate touching the payments of Alderman Skinner in Cur{iam} Wardor{um} [=Court of Wards]'.

The certificate states that the amounts to be paid by the purchasers of Oxford's lands towards repayment of Oxford's original debt of £3306 to the Court of Wards were decided upon on 30 April 1587, and that a decree in November 1587 set out a five year repayment schedule running from 2 February 1588 to 2 February 1592. However it should be noted that a certificate dated 1 July 1595 indicates that by 2 February 1594 £800 of the original debt owing by the purchasers of Oxford's lands under the scheme was still unpaid. See BL Lansdowne 68/11, f. 24.

The certificate below deals specifically with the late payment and the defaults made by Thomas Skinner, the resulting extents by the Queen through the Court of Wards against Skinner's manors of Lavenham, Castle Camps, and Fulmer which he had purchased from Oxford, and the amounts paid into the Court of Wards by Skinner and by the sheriff ('vicecomes') of Suffolk on Skinner's behalf under the extents. As the certificate below indicates, all but two of the payments were made by the sheriff under the extents, rather than by Skinner himself.

In a letter to Lord Burghley dated 30 June 1591, and therefore written ten days after the date of the certificate below, Oxford stated that Skinner's defaults under the repayment scheme were deliberate ('by procuring his own land to be extended'). See BL Lansdowne 68/11, ff. 22-3, 28:

Then, for the forbearing of Skinner's felony (which was proved by witnesses examined, confessed by his fellow Catcher, and yet resting in the hands of her Majesty's attorney. Last of all, to disburden me of the £20,000 bonds and statute which the same Skinner had caused me to forfeit by procuring his own land to be extended for the £400 which he did agree with the rest of the purchasers to pay for his portion into the Court of Wards, minding to benefit himself by the same.

The legal terms to 'extend' against land, and 'writ of extent', are defined in the *Oxford English Dictionary* as follows:

a. Law. To take possession of by a writ of extent; to seize upon (land, etc.) in satisfaction for a debt; to levy upon.

2. Law.

a. (In full writ of extent): A writ to recover debts of record due to the Crown, under which the body, lands, and goods of the debtor may be all seized at once to compel payment of the debt.

None of the purchasers' lands were to be extended under the repayment scheme unless they defaulted on the payments, which Oxford states that Skinner did deliberately,

defaulting on the first payment owing on 2 February 1588 (which he later paid), and defaulting again on the second payment owing on 2 February 1589, with the result that Mr Hubbard (on behalf of the Court of Wards?) extended against Skinner's manor and park of Lavenham for the sum of 100 marks per annum. From the certificate below:

He did not pay the first £50 to him appointed at Candlemas 30 E{lizabethe} R{egin}e [=2 February 1588], but did pay at 12 days following, viz., 14th February 30 E{lizabethe} [=14 February 1588], whereupon, & for default of payment at the said Candlemas following [=2 February 1589], by direction of Mr Hubbard the manor and park of Lavenham was extended at 100 marks [=£66 13s 4d] per annum, since which time there hath been paid into the Court for Skinner's lands as followeth, viz.:

The certificate further states that Arthur Milles was granted a lease of Skinner's manor of Lavenham from 25 March 1590 at a rent of 100 marks per year, and that Nicholas Mynne was granted leases of Skinner's manors of Castle Camps and Fulmer from 25 March 1590 at a rent of £140 per year. These leases were granted to Milles and Mynne as feoffees in trust for Oxford. However in the certificate below the rents of 100 marks and £140 which were to be paid to the Court of Wards by Oxford's trustees, Milles and Mynne, have been added to the £250 already paid into the Court of Wards by Skinner or by the Sheriff of Suffolk on Skinner's behalf, for a total of £456 6s 8d. The result was that although Skinner had only paid £250 of his proportionate share under the repayment scheme, this certificate purported to show that Skinner's proportionate share of £400 in the total debt repayment scheme had been more than satisfied. As Oxford's letter of 30 June 1591 indicates, this fact was used by Thomas Hampton as a fraudulent pretext for discharging Skinner from any further payments to the Court of Wards, quashing the extents against Skinner's lands, and terminating the Queen's leases to Oxford's trustees, Milles and Mynne. Oxford wrote:

Now, that it may appear to your Lordship that her Majesty's meaning was to grant me leases during the forfeiture of a £11,000 which myself had forfeited to the Court of Wards, as appeareth of record (part of them for the rate of my land while I was under-age, and part of them for the fine of my marriage and suing of my livery, as they appear by 12 several obligations), your Lordship must understand that I had no other means to save myself against the £20,000 but by her Majesty's grant unto(?) feoffees(?) of trust to my use to levy that £11,000 bands upon Skinner's lands, and so to hold it in lease till it were expired. And to show that her pleasure was that my Lord Chancellor and none of the other purchasers should be troubled but those that were nominated, the names of such as should have their lands extended were set down, of which number Skinner was the first, and so gave order to your Lordship to make me such leases as you might do by the virtue of your office, her Majesty's particular favour and meaning being declared unto you.

Now, my Lord, at the first taking of this land in lease, Thomas Hampton, being put in trust to follow the cause after her Majesty's grant obtained, having an intention both to gain by me and Skinner, took my lease out of the Court of Wards for £400 (whereas he should have taken it for a 11,000) and kept the lease from the lessee, bearing me in hand

that it was a perfect lease during the sum of the £11,000. At length, when it should come to the reading in open court, his falsehood appearing, he made excuse that your Lordship would make no better till you saw how this was used. Now, finding that he was not likely to make further commodity by these extents, having taken money of all those with whom he dealt, and knowing that the lease was to be ended when £400 were paid, went unto Skinner and offered him (for the moiety of his extents and 13 hangings) to help him to his land again.

What thus appears to have happened is that Skinner's deliberate defaults on his payments under the repayment scheme had earlier caused Oxford to forfeit bonds amounting to £20,000. It is unclear why Oxford had to enter into these bonds for £20,000, but it appears that it was a condition of the repayment scheme.

Once Skinner's fraud in deliberately defaulting on his own payments under the repayment scheme had been confessed, the Queen had agreed to grant leases of Skinner's lands to Milles and Mynne for Oxford's benefit until the £11,000 (actually £11,446 13s 4d according to Lord Burghley's notes on BL Lansdowne 68/11, f. 22, but Oxford appears to be using a round number) which Oxford had forfeited to the Court of Wards for not paying his original debt of £3306 on time had been repaid out of the rents from the leases to Milles and Mynne on Skinner's lands. But as noted, through Hampton's fraud, and, it appears, on the basis of the figures in the certificate below, the leases were terminated once the Court of Wards had received £400, rather than £11,000, with the result that Oxford still owed the Court of Wards for the £20,000 in bonds which Skinner's deliberate defaults had caused him to forfeit.

For the fraud by Thomas Skinner which caused Oxford to forfeit bonds amounting to £20,000, and for Thomas Hampton's part in that fraud, see Oxford's letter to Lord Burghley dated 8 September 1590, BL Lansdowne 63/76, ff. 191-2, Oxford's letter to Lord Burghley dated 18 May 1591, BL Lansdowne 68/6, ff. 12-13, and Oxford's letter to Lord Burghley dated 30 June 1591, BL Lansdowne 68/11, ff. 22-3, 28, *supra*.

See also the will of Thomas Skinner (d.1596), TNA PROB 11/89/542.

For Oxford's request to Lord Burghley in a letter dated 8 September 1590 that the lease of Lavenham to Arthur Milles be made over to Nicholas Mynne, see BL Lansdowne 63/76, ff. 191-2.

Vltimo Aprilis 29 E{lizabethae} R{egin}ae [=30 April 1587], the rate for the purchasers of the Earl's lands was made, wherein Skinner was rated at £400.

November, 29 E{lizabeth} [=November 1587], the decree was made whereby the Earl's whole debt of £3306 18s 9d qua was appointed to be paid by the purchasers at 5 several feasts, viz.:

Candlemas 30 E R [=2 February 1588] --	£306 18s(?) 9d ob qua
Candlemas 31 E R [=2 February 1589] --	£600
Candlemas 32 E R [=2 February 1590] --	£800
Candlemas 33 E R [=2 February 1591] --	£800
Candlemas 34 E R [=2 February 1592] --	£800

£3306 18s 9d qua

Whereof:

Mr Skinner was appointed to contribute for his part at the said first feast-day £50, and by all likelihood (for Mr Hubbard saith he cannot tell the certainty), he was to pay the rest of his £400 rateably, viz., at every said feast-day of Candlemas following, £87 10s, which cometh to his sum of £400.

The Queen's Majesty hath had her payments made at every said feast-day past, or the term following, for Mr Skinner.

He did not pay the first £50 to him appointed at Candlemas 30 E{lizabethe} R{egin}e [=2 February 1588], but did pay at 12 days following, viz., 14th February 30 E{lizabethe} [=14 February 1588], whereupon, & for default of payment at the said Candlemas following [=2 February 1589], by direction of Mr Hubbard the manor and park of Lavenham was extended at 100 marks [=£66 13s 4d] per annum, since which time there hath been paid into the Court for Skinner's lands as followeth, viz.:

17 th April 30 E R [=17 April 1588] per vic{ecomitem} Suffolk	£33 6s 8d
6 th May 31 E [=6 May 1589] per Mr Skinner	£66 13s 4d
20 th October 31 E [=20 October 1589] per vic{ecomitem} Suffolk	£33 6s 8d
12 th May 32 E [=12 May 1590] per vic{ecomitem} Suffolk	£33 6s 8d
29 April 33 E [=29 April 1591] per vic{ecomitem} Suffolk	£33 6s 8d

All which, with the £50 first paid by Mr Skinner, is £250.

The manor and park of Lavenham was leased to Arthur Milles 13 April 32 E{lizabethe} [=13 April 1590] habendu{m} from Lady Day [=25 March 1590] before at the yearly rent of 100 marks, so as there is owing by him for one whole year's rent due at Lady Day last, 33 E{lizabethe} R{egin}e [=25 March 1591],

100 marks [=£66 13s 4d].

The manor of Fulmer extended at £40 per annum, and the manor of Camps extended at £100 per annum, was leased to Nicholas Mynne 3rd August 32 E{lizabethe} R{egin}e [=3 August 1590] from Lady Day before [=25 March 1590] at the yearly rent of £140, so as there is owing by him one whole year's rent due at Lady Day last, 33 E{lizabethe} R{egin}e [=25 March 1591],

£140.

£456 6s 8d

The principal parts of the decree in Court

1 That the whole debt of £3306 18s 9d qua should be stalled to pay at th' aforesaid feast-days.

2 All the purchasers and farmers of the Earl's lands since the obligations knowledged should contribute to that payment.

3 That everyone should enter into bond, every man for his portion, for payment of the said debt at the said days.

4 If any purchaser or farmer should refuse to contribute, process of extent to be forthwith awarded against him until they have paid in this part so much of the debt as is or should be assessed upon them for their lands.

5 The purchasers which shall pay the portions assessed upon them shall be discharged of the rest of the Earl's debt.

6 If any of th' aforesaid payments in the decree mentioned be not duly paid, then the estallment to be void.

Endorsed: xx Iunij 1591 [=20 June 1591], certificate touching the payments of Alderman Skinner in Cur{iam} Wardor{um} [=Court of Wards]