

SUMMARY: The document below is a letter dated 30 June 1591 with accompanying notes from Oxford to Lord Burghley in which Oxford requests Lord Burghley's assistance in remedying the consequences of the fraud by which Thomas Skinner, assisted by Thomas Hampton, had caused Oxford to forfeit bonds worth £20,000.

In order to understand the fraud perpetrated by Skinner and Hampton, it is necessary to go back to the fall of 1580, when Oxford sold Thomas Skinner his manors of Castle Camps and Lavenham. On 16 September 1580 Oxford acknowledged in Chancery a recognizance to Thomas Skinner in the amount of £7000 and on 17 September 1580 another recognizance to Skinner in the amount of 2000 marks, the first presumably in connection with the sale of Castle Camps, and the second with the sale of Lavenham.

When a schedule of the recognizances and statutes acknowledged by Oxford in Chancery in connection with sales of his lands was compiled by Sir John Popham in 1587 as part of the process by which the purchasers of Oxford's lands were to repay his debt to the Court of Wards, these two recognizances were listed as still undischarged, and, presumably, unforfeited since Skinner had continued in possession of the lands undisturbed since 1580 (see TNA 30/34/14, Item 3). All the recognizances and statutes listed in this schedule were penal bonds by which Oxford agreed to save the purchasers of his lands harmless and to indemnify them in the case of extents against the lands in question (see TNA 30/34/14, Item 1). The usual rate of indemnification, in the case of forfeiture of a recognizance or statute, was double the face value. Since the two bonds Oxford acknowledged to Skinner were for £7000 and 2000 marks [=£1333] respectively, if the penalty on forfeiture had been double the face value, it would have amounted to £16,666. However in his letter to Lord Burghley, Oxford says that Skinner caused him to forfeit £20,000, so it is possible that the penalty for forfeiture of these particular bonds was two and a half times the face value, which would bring the total penalty for forfeiture to £20,832. It is also possible that the £20,000 was made up of Oxford's two bonds to Skinner for £7000 and 2000 marks [=£1333], together with the 25 separate bonds totalling £11,446 which Oxford had made to the Queen in 1571/2 to secure his debt to the Court of Wards (see BL Lansdowne 68/11, f. 22), making a total of £19,779. In any event, whatever the specific bonds were which made up the £20,000, Oxford says in his letter that Skinner triggered their forfeiture by bringing about an extent against his own lands.

What appears to have happened is this. When the purchasers of Oxford's lands agreed in 1587 to pay his debt to the Court of Wards in order to protect their lands from possible extents by the Queen (see BL Lansdowne 42/39 and 77/80), the scheme was authorized by the Queen's letters patent, and each purchaser was allotted to pay a certain proportionate sum which was secured by a bond from the purchaser to the Queen (see TNA 30/34/14, Item 5 and BL Lansdowne 68/11, f. 26). In the case of default, the Queen had the right to extend against the purchaser's lands, although, as Oxford says in his letter, certain purchasers, including Sir Christopher Hatton, were exempted from the latter proviso. As indicated in BL Lansdowne 68/11, f. 26, Skinner defaulted on his payments

under the repayment scheme, and the Queen extended against Skinner's manor of Lavenham on 21 February 1589 (see WARD 9/118, ff. 234-5), thereby triggering the forfeiture of Oxford's bonds to Skinner for £7000 and 2000 marks, respectively, as well, perhaps, as Oxford's bonds to the Queen in the Court of Wards totalling £11,446.

After Skinner, by his own default, had caused Oxford to forfeit £20,000, the Queen appears to have remedied this grave injustice by granting a lease of Skinner's lands to feoffees in trust for Oxford which would have allowed the profits of Skinner's lands to be taken by Oxford until the entire £11,000 (or, more properly, £11,446) owed under the bonds forfeited by Oxford to the Court of Wards for the fines for his wardship, marriage and the suing of his livery had been repaid in full.

Thomas Hampton and Thomas Skinner then conspired to frustrate this lease. The lease was to continue in effect until the entire £11,000 debt owing by Oxford to the Court of Wards had been repaid. However, as explained in Oxford's letter, by Thomas Hampton's fraud the lease granted to Oxford's feoffees by the Court of Wards in the case of Skinner's lands was prepared by Thomas Hampton, who ensured that the lease stated that it was only to continue until the £400 owing by Skinner himself as his proportionate share of the sum to be paid to the Court of Wards had been paid. Thus, as Oxford says in his letter, once that £400 had been paid, Thomas Hampton was able to have Skinner's lands freed from the lease. For his part in this fraud, Skinner paid Hampton half the value of the amount he had paid to the Court of Wards (presumably £200) and thirteen hangings.

Moreover, once Skinner's own default had triggered the forfeiture by Oxford of £20,000, Skinner promptly sued Oxford in Chancery on the recognizance for 2000 marks which Oxford had acknowledged to Skinner on 17 September 1580. Oxford had no legal defence to Skinner's claim, it being clear that there had in fact been an extent, which was in itself sufficient to trigger the forfeiture of the bond, even though Skinner himself had brought about the extent. Oxford therefore did not appear in court on 20 October 1590, and Skinner obtained judgment against him by default for 2000 marks (see TNA C 43/10/340).

Skinner thus came out of the scheme by which Oxford's debt was to be repaid to the Court of Wards with a very substantial profit. He had paid £400 to the Court of Wards, and £200 and thirteen hangings to Thomas Hampton, but in recompense he had caused Oxford to forfeit £20,000, and had fraudulently obtained a judgment against Oxford for 2000 marks [=£1333].

As Oxford further explains in his letter, Thomas Hampton's fraud was eventually discovered, but he excused it by falsely claiming that Lord Burghley himself, as Master of the Court of Wards, had authorized the making of the lease to Oxford's feoffees in the amount of £400 rather than £11,000. The objective of Oxford's letter to Lord Burghley was therefore to rectify this situation, and to obtain a new lease against Skinner's lands in the amount of £11,000, as had originally been the Queen's stated intention.

How the matter turned out, and whether Oxford obtained the new lease, is not known. However the £20,000 which Skinner caused Oxford to forfeit and the judgment in the amount of 2000 marks fraudulently obtained by Thomas Skinner against Oxford explain why Oxford, on his marriage in 1591 to his second wife, Elizabeth Trentham, conveyed all his assets by way of trust agreements to his brother-in-law, Francis Trentham, and others. It would appear that these arrangements were made primarily to secure Oxford's assets from execution for debt by Thomas Skinner.

These circumstances also provide an explanation for Oxford's decision to die intestate, and his widow Elizabeth Trentham's decision not to formally take out administration of his estate, since one of the primary duties of an executor or administrator was to pay the deceased's debts, and Oxford presumably died with the heirs of Thomas Skinner (and, possibly, the Crown) still holding £20,000 in unjustly procured debt over Oxford's head.

For Oxford's letter thanking Lord Burghley for his punishment of Thomas Hampton in connection with his misappropriation of funds in connection with the scheme to repay Oxford's debt to the Court of Wards see BL Lansdowne 68/6, ff. 12-13.

For two other legal cases in Chancery related to the scheme to repay Oxford's debt to the Court of Wards, see TNA C 2/Eliz/M5/14 and TNA C 2/Eliz/T6/48.

For a list of other extents by the Queen against the purchasers of Oxford's lands under Lord Burghley's warrant of 23 July 1590, as Master of the Court of Wards, see BL Lansdowne 68/11, f. 24.

For notes in Lord Burghley's hand on this letter of Oxford's of 30 June 1591 which state that Oxford's principal debt to the Court of Wards, together with the bonds by which it was secured and which were forfeited by Oxford to the Queen, amounted to £11,446, see BL Lansdowne 68/11, ff. 22-3.

[f. 23]

My very good Lord, I do understand by Mr. Fortescue your Lordship's good disposition and willingness to pleasure me in this my cause wherein, being deceived by Hampton, whom I did put in trust to follow the matter forsomuch as he was the deviser of the suit, I sought remedy to her Majesty that I might have a new lease to perform the first intention of her grant. In this I did not doubt but to have had your Lordship's favour for that I was borne in hand by Hampton that I should have a better lease, but I do find his report was untrue, and your Lordship not advertised of mine estate.

Now therefore I have sent unto your Lordship a remembrance whereby your Lordship may understand how I have been dealt with. And I hope there is no occasion given but

that your Lordship may both favour and further my matter as you have ever done, being rightly informed, which being once ended (as I doubt not by your Lordship's good means and her Majesty's disposition to succour me at this time), as I desired of your Lordship by my letters when first this trouble began to break out whilst her Majesty was at Theobalds, so I remain in every point to satisfice your Lordship to your content and my quiet, which I hope by these few lines you will conceive.

And I have included herein these notes, as briefly as I may, which also I have sent unto her Majesty for the better understanding how to give me remedy. Thus desiring your Lordship to favour me at this present, as you have done in this suit and in others heretofore, I will take my leave, remaining your Lordship's to command.

Edward Oxeford

Addressed: To the right honourable and his very good Lord, the Lord Treasurer of England, give these.

Endorsed in Lord Burghley's hand: Vltimo Iunij 1591, Earl of Oxford for extent of Skinner's land

[f. 22]

It may please your Lordship to remember, at what time the Lord Chancellor was to give up his opinion to her Majesty concerning my claim to Waltham Forest and Havering park, by her commandment I did let fall my suit with promise of some consideration, whereupon, seeking for some fit suit, I craved this of Skinner's, which for three causes her Majesty granted.

First, in consideration of her promise. 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.

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

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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.

Now your Lordship may perceive how this £11,000 comes to be levied on his land which I desire to have in lease, which I hope your Lordship will further, considering her Majesty's willingness which she hath upon my motion signified unto your Lordship.