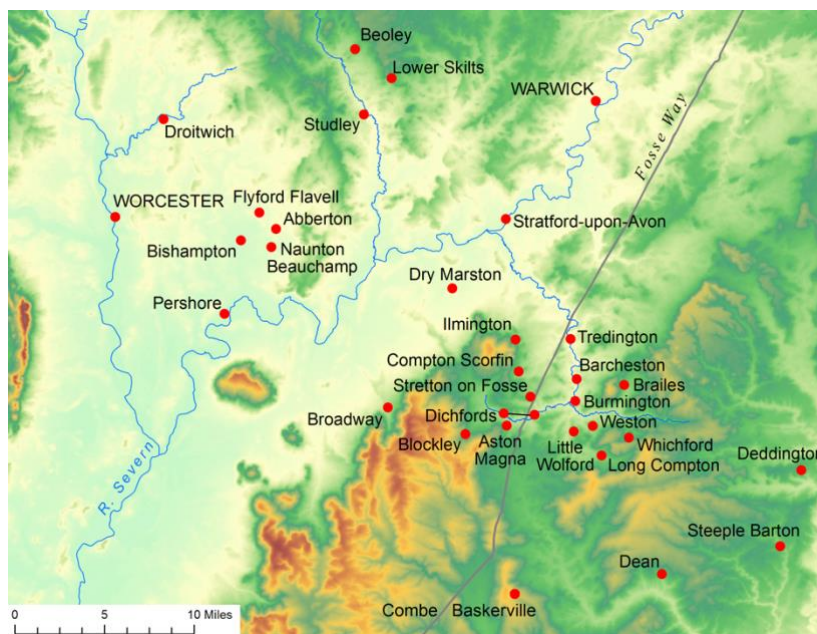


Chapter Five : Ralph Sheldon's estates

The estates

Ralph's lands represented far more than the means to provide food for a large family and maintain an extensive household. Possession both determined and conferred status, opening up opportunities for Ralph's own position; they guaranteed good marriages for his daughters. However, they might also generate obligations outside the family or dissension within. Outsiders might be discontented, envious or covetous, possession might be questioned, accusations of wrongful title bandied about. All are the kind of problems which surface in the accounts; many had their origins several decades previously.



Ralph Sheldon's estates, extending north-south over approximately 35 miles. Differing geology allowed him a wide range of crops. © Hilary L. Turner, Mike Athanson.

The greatest part of Ralph's estates had been his father's, in turn either by inheritance from his father and uncle at Beoley and in south Worcestershire. These were further augmented William's investment of at least £5437 to acquire lands of the former monasteries in addition to lands in south Warwickshire villages emptied of inhabitants in the late fifteenth century by secular landlords bent on the enclosure of open fields, the extensive purchases in the Stour valley already outlined. Before his own death in 1613 Ralph had increased an already large acreage to approximately 15,000 acres by further acquisitions. In 1566 he wrested a 60 year lease of the adjacent manors of Dean and Chalford, Oxfordshire, from the Fellows of Oriel College; it supplemented the grazing already owned in the hillside pastures in Westcote and Combe Baskerville some ten miles distant.¹ From at least 1580 he held a small estate in Deddington from the Duchy of Lancaster.² He later purchased the manor of Sesswells Barton in Steeple Barton and its tithes;³ by 1586 he held assarts totalling 111 acres

¹ Catto, (ed), *Oriel College*, p.483; TNA C3/168/6.

² TNA DL 42/117, ff. 78-90, at fo. 90.

³ TNA STAC 5/D35/27, June 1591; STAC 8/162/6, 1603-04; C 2/Jas1/S12/32, July 1604; *CSPD 1623-25*, p. 527, SP 14/194/1.

in Wychwood Forest from the Crown.⁴ Ralph acquired further interests; in Warwickshire in Whichford parish adjoining his 300 acre estate at Weston in Long Compton; in the Worcestershire manor of Bretforton and in Marston Sicca (Dry Marston), Gloucestershire, formerly possessions of the earls of Warwick and Leicester respectively.⁵ The latter, together with its advowson, was confirmed to Edward Sheldon in 1602; its annual value was given as £44 2s 9d. He was to receive its revenues backdated to 1566.⁶ Bretforton was sold, one of only two land sales known.⁷

Ralph's ownership had not been challenged during the formalities of the inquisition about his father's lands held in February 1571 – the process designed to check that the Crown's rights had not been usurped, ignored, obscured or abused.⁸ The reasons for an inquiry, answered by testimony on oath of local men, lie in the relationship of the individual to the Crown. Since the Norman Conquest (1066) all land in England was deemed to belong to the King, the means by which he became self-supporting though he was expected to pay armies. Clearly too much for his own needs, each king granted large areas to his supporters/lords. In return each 'tenant in chief' was required to supply a set number of men for service in the army. By the sixteenth century the system no longer represented reality, but the technical allotment of obligation and rents due to the Crown was still an area on which a check was worthwhile. Similar thinking operated when King Henry dissolved the monasteries; their lands passed into Crown ownership. When the lands were subsequently sold, the rights passed to the new owner. So did the obligations as they also did if the lands had only been let. Long leases, whose terms might be forgotten, were fertile ground for future misunderstandings and disputes.

Challenges

The complexities and minor irritations to which these potential confusions led were not likely to threaten Ralph's possession, but not all went smoothly thereafter. He met challenges of various sorts; of an expired lease about to be re-granted, of claims of wrongful title or opposition when Ralph sought to enlarge his possessions within an estate or change the

⁴ Schumer, *Oxfordshire Forests*, p. 189, transcribed from the Survey of Wychwood Forest 1609, TNA LR 2/202, CSPD 1623-25, p.572, no1, SP 14/194/f.1; dues paid, CR 2632, f.26-7, and perhaps f. 216. The terms of tenure might have been affected by the demand that all holders of Crown lands within royal forests were to reach agreement with the royal Commissioners about terms, Larkin, *Stuart Proclamations*, pp.113-114, no. 52, 12 May 1605.

⁵ CPR 1589-90, L&I, vol. 301, no. 610, 2 Feb 1590; C 66/1350, mm.18-19; BAH, MS 3069/10/14, (former 328771).

⁶ CPR 1601-02, L&I, vol. 349, no.506, 5 August 1602, C 66/1582, mm.4-6 for the sum of £220 13s 9d.

⁷ BAH MS 3061/1/222 (former 167622) May 1595; CPR 1594-95, L&I, vol 310, no. 801, C/66 1436, m.4, 1 March 1595; the other sale, Shrawley, which William had petitioned so hard to acquire in 1547, (*L&P Henry VIII*, 1545 (i), no.628, p. 330, 1 May 1545; *L&P Henry VIII*, 1545, g.266(7), p.118, Aug 1545), was sold to his brother in law William Gower in 1558, noted Essex Record Office, D/DP E165, c. 1611 and, as provision for his second daughter in 1580, CPR 1578-1580, no. 1432.

⁸ TNA PROB 11/53/79; C 142/159/87; WARD 7/13/135.

tenancy terms of others. On several occasions he came into direct conflict with the Crown; two are chronicled in the account book, others in court proceedings.

A number of other cases were initiated by Ralph in his own interests; despite his already extensive acreage, Ralph wanted more. He found an opportunity in the gently contoured valley of the Knee Brook stream where his father's slow acquisition of land attached to the three deserted settlements had not been quite complete by his death.

Competing against, perhaps in conflict with, his father in law, William Willington, Ralph's father had acquired a lease of an estate in the valley to come into force on Willington's death and, as he understood, the right to that owner's second and adjacent estate previously sold to Willington, both in Ditchford Frary. In this belief William had challenged the bequests Willington made to his sons-in-law.⁹ William came to control much of the land, valuable grazing on well drained slopes, from the valley's lowest point at the confluence of the stream with the river Stour almost to its head on the heights of the wolds below Chipping Campden. In order to acquire a block at its geographic mid-point he exchanged lands elsewhere with the diocese of Worcester and plugged a further gap by purchasing the lands of William Palmer in 1556.¹⁰ Sheldon's attempt to obtain land higher up the slopes from Sir Thomas Smyth at Combe Grange, Westington, was unsettled at the time of his will.¹¹ Ralph added to land already held at Upton Owld, north-west of Blockley, engrossing a new conveyance to Edmond Lawrence in May 1587.¹²

Until challenged directly, Ralph turned a blind eye to the behaviour of his 'servants' (agents), Richard Hyckes and Nicholas Hobday of Broadway, making very free use of small pockets of land in the valley remaining in other hands which, if amalgamated, would give Ralph an stretch of mixed farming unbroken for some six or seven miles. In May 1584 William Tomlyns, resident in nearby Charingworth, complained of harassment, saying that he could no longer use his land in the valley as he



A view across lands at Upper Ditchford showing ridge and furrow ploughing in the foreground, water meadow along the line of the Knee Brook and forest on the further slopes. © Hilary L. Turner

⁹ A record of the cases appears in TNA C 78/14/36 and C 78/33/30 (Ditchford Frary), C 78/36/27 (disputed will) and C 78/39/15 (Chelmscote), now available on AALT.

¹⁰ BAH MS 3061/1/500 (former 167900), 1560; for the complications which followed this deal until Ralph acquired the remaining part in October 1574 BAH MS 3061/1/157 (former 167557) BAH MS 3061/1/284 (former 167684) see Blockley, VCH *Worcestershire*, 3, pp. 265-276.

¹¹ TNA STAC 3/1/103, STAC 3/4/32, STAC 3/32/150; PROB 11/53/79.

¹² Gloucestershire Archives, D4431/2/26/4/1 by purchase and then leased CR 2632, f.66, 67, 26 May 1587.

chose because Hyckes and Hobday regularly denied him access to his meadowland, while their efforts to obstruct him from feeding his sheep caused him financial loss.¹³ To compel their attendance at court he requested a subpoena against them and a third local landowner, Nicholas Plant of Warwick, who had held land in Ditchford since at least 1572.¹⁴ When Plant died in August 1586 his widow remained in occupation; presumably she agreed that Sheldon should petition for the wardship of the heir, their oldest son, Thomas, aged 14. The move would give Sheldon at least temporary control of the land.¹⁵ Ten pounds secured Sheldon the boy's wardship in February 1587 and the paperwork was finalized late in May.¹⁶ Tomlyns' case in Chancery was still ongoing in May 1587,¹⁷ resolved when Ralph subsequently bought out Tomlyns' holdings, possibly the desired resolution, even perhaps the aim, on both sides.¹⁸

Problems at Brailes

On the other side of the river Stour, its hill visible from Middle Ditchford and for miles around, lay the estates which gave the most trouble, those in Brailes where Ralph was easily the largest single landholder though not always the owner. The settlement divided into three; Upper and Lower Brailes and an outlying hamlet, Chelmscote.

Land at Chelmscote had been purchased by Grandfather Willington.¹⁹ Two further estates were acquired by his father in 1547 and in 1556; from 1562 Ralph held the largest area on lease from the Crown.²⁰ Each block had its own tenurial customs which had developed out of the conditions imposed by previous owners. Relations with his tenants on Crown land began badly in 1567 when, following a violent attack on Ralph's officials involving a large number of the inhabitants, Ralph began a court case against those who had killed coneyes (rabbits) in the warren on the Queen's land. He disputed their rights, hoping to keep the animals for his own use and profit, disregarding the villagers' plea that the warren was on common land, giving them rights to snare, and that their crops were being destroyed by ever increasing breeding. The situation remained unresolved until the turn of the century.²¹

<https://www.ralphsheldon1537-1613.info/pdf-pages/Sheldon-at-Law.pdf>

¹³ TNA C 2/Eliz/T10/1, 10 May 1584.

¹⁴ WaCRO, L5/255, 10 Nov 1572, together with land in Longborough, Great Wolford and Warmington where William Sheldon had briefly had interests, *L&P Henry VIII*, 19 (1), g 80(50) pp. 43-44.

¹⁵ Nicholas Plant's will WAAS Wills & Indexes, 1587/30; TNA C 142/213/126, Jan 1587; CR 2632, f. 9, payment from widow Plant, 6 June 1587.

¹⁶ CR 2632, f. 42, 11 February 87; f. 67, 26 May 87. No explanation has been found for another reference to the Court of Wards, ff. 45, 184.

¹⁷ CR 2632, f. 71, 27 May 1587, 'a letter for my Mr vs Hyckes and Hobday'.

¹⁸ BAH MS 3061/1/298, (former 167698) Easter 1585. A debt to an Edward Tomlyns of Tredington was noted in William Sheldon's will, TNA PROB 11/ 53/79.

¹⁹ TNA C 1/819/17.

²⁰ BAH MS 3061/1/232, (former 167632) 5 March 1546/7; BAH MS 3061/1/807, (former 168208), 28 Nov 1586, Palmer: the exact way in which Ralph acquired the Crown lease remains unclear.

²¹ Sheldon v Boulter, TNA E 133/9/1368, 39/40 Eliz. Mich. 39 & 40 Eliz. Hil. They had been accused of killing 130 animals.

Further problems arose from Ralph's attempts to enclose ground, some of it belonging to the Crown, by exchange of lands while also taking the opportunity to change terms of tenure, always to the tenants' disadvantage. The inhabitants united to dispute their landlord's actions when he also laid claim to properties not obviously his. He might sometimes be indirectly involved in personal feuding between residents. Occasionally Ralph was challenged by another landowner or would-be landowner; he himself strained Crown rights.

Over the years one family was particularly obstreperous, 'Les Ryleys' as they are referred to in the account book.²² Resident, and holding land in the parish before the Sheldons, tension increased when Thomas Ryley was summoned to court to answer for an unpaid debt to Sheldon.²³ Their animosity towards him was tangled up with jealousies within their own family. Richard Ryley the younger claimed that Sheldon was harassing him in the hope of evicting him from property to which Sheldon believed he was not entitled. Sheldon argued that because Ryley's lands were customary lands they were not in Ryley's control but in his own as landlord. Furthermore, Sheldon said that Ryley had 'acquired' them as the executor of one Julian Ryley, his now deceased mother, but that they could not be inherited.²⁴ Matters had been further complicated by Julian's will, bequeathing the remainder to her son Thomas already disputing possession with his elder brother, Richard, the litigant; the brothers came, or attempted to come, to an agreement.²⁵ Later documents indicate that Sheldon's rights had been upheld at Warwickshire Assizes.²⁶ Not unnaturally Ryley refused to relinquish possession, unwilling either to give up what by then must have seemed a fixture in the family or to retain it on different terms.²⁷



Brailes parish, looking from the west side of Mine Hill towards the east slope of Brailes Hill. The village itself curled along the horizon
© Hilary L. Turner

²² CR 2632, ff. 178, 179.

²³ SCLA BRU/15/5/2, 1583; Ryley's debt was £16 13s 4d. for wool.

²⁴ WAAS Julian Ryley will 1599/33.

²⁵ TNA C 2/Eliz/R9/38: Ryley v Ryley.

²⁶ Probably the explanation of the reference at CR 2632, f. 178, 179, May 1588.

²⁷ TNA STAC 5/R27/36, interrogatories for Ryley; STAC 5/R36/36, depositions on behalf of Ryley; STAC 5/R12/25 Answers by Sheldon, May 1601.

Sheldon eventually took matters into own hands and made a lease of the property to Edward Walker, yeoman of Over Ditchford, possibly related to his steward at Weston, Thomas Walker, and began eviction proceedings against Richard Ryley. What would follow was far from admirable. Sheldon's means of persuasion involved patrols prowling Ryley's lands which prevented him from ploughing or sowing crops, seizure of his hay at Midsummer and unannounced visits to the house backed up by armed henchmen who attempted to force entry. Ryley himself seems to have been relatively easy to overawe. His wife was made of sterner stuff; she submitted an appeal to Queen Elizabeth around September 1600.²⁸ The Queen's response was to order the Lord Treasurer and the exchequer barons, Baron Clerk specifically, to examine the case in more detail; Sheldon was instructed to explain himself.²⁹ Ryley subsequently informed the court that Ralph ignored the order, despite the Queen's intervention, and continued his former behaviour. His draft answers to further interrogatories, all too clearly showing his opinion of Mistress Ryley, suggest the allegation may be true. The first draft described her as 'a clamorous and troublesome woman'; the words were later struck out, toned down to read only that she had submitted a petition.³⁰ Other witnesses who might have been expected to speak on Sheldon's behalf remarked that, told when breaking his fast at home in Weston that Her Majesty had referred the complaint to the highest judicial authorities, Sheldon had thumped the table and sworn to have his way.³¹

In one instance Ralph resorted to downright trickery to achieve his ends. Challenged in 1601 by a tenant disputing the termination of a long lease of land in Brailes Sheldon recounted the problem in a letter to the presiding judge of the Court of Requests, its Master, Sir Julius Caesar.³²

<https://www.ralphsheldon1537-1613.info/pdf-pages/Letter-to-Caesar.pdf>

Around 1539 the complainant's father William Clerk had taken a lease of two lives; on his death the property had been legally occupied by his widow who then re-married. The son of the first marriage sought to claim the property by inheritance – a right annulled by his mother's re-marriage and a situation which Sheldon argued was not lawful because the property was a copyhold tenure and not 'according to the customs of the manor' heritable. The further complication was that subsequently Sheldon had granted the property to two others, for their lives. Clerk's heir had declined to come to any agreement with the new lessees and had been allowed to plead in the Court of Requests, the court available to poor men because its costs were low.³³ By the time Sheldon put his problem to Caesar Clerk's bill of complaint been heard. The endorsement reveals that early in August 1601 Sheldon was

²⁸ TNA STAC 5/R27/36.

²⁹ TNA E 123/27, p. 127, 29 April 1601.

³⁰ TNA STAC 5/R12/25.

³¹ In progress in E 134/43&44Eliz/Mich 6; E 134/43&44Eliz/Mich 24 = 1601; continued with the involvement of Attorney-General Coke in E 123/28 Hilary 44 Eliz 1602, p. 85; STAC 5/R12/25.

³² BLib Ms Lansdowne 161 f. 90, 25 July 1601.

<https://www.ralphsheldon1537-1613.info/pdf-pages/Letter-to-Caesar.pdf>

³³ TNA REQ 2/33/39, endorsed 3 July 1601. The case is indexed in PRO early catalogues as Clerk, Stock and Sturch.

ordered, on a bond of £100, to come to court to prove his case. It looks very much as though Sheldon had been making an attempt to influence Sir Julius in the guise of firsthand knowledge rather than seeking learned counsel.

Clerk, the Ryleys and others were small-scale farmers; men further up the social scale also sought to challenge Sheldon, usually somewhat opportunistically and over-optimistically. In November 1587, possibly encouraged by the recent dispute over the Brailes guild lands Richard Greenfield (Greneville)³⁴ grandson of the absentee enclosing Richard and heir of his recently deceased brother, Edward alleged that Ralph had defaulted on covenants signed in November 1551 between William Sheldon and Edward concerning land in Chelmscote.³⁵

It was not the first occasion that the land had been the subject of dispute; forced entry and illegal retention by William Willington was argued over around 1540, the matter resolved first by a lease by Willington to Greenfield the father and then between the latter and William Sheldon.³⁶ The arrangements had been well known locally, referred to in a later case.³⁷ Richard Greenfield's claim rested on the fact that he was his recently deceased brother's sole heir and secondly on a provision in the original agreement that if any Sheldon bought any of the lands formerly belonging to the Guild of Warwick which intermingled with those of the Greenfields' they would sell them immediately to the latter. Richard chose to forget firstly that the initial agreement had also included the right of his niece Isabel, wife of William Walter of Grendon Underwood, Buckinghamshire, to the profits of the manor and that both were still living, and secondly that, true or not, Sheldon had not purchased any of the specified lands – a point which might well be questionable. Gently sarcastic in bringing Richard's self-confessed ignorance of the legal particulars to the forefront Ralph was clearly going to win – not least because his muniments were more complete and because he also had the help of the omni-present William Childe and the industrious John Boulton as his legal beagles. Nevertheless at least part of the land remained to the Greenfields, sold in 1633 to a local resident, John Prestwich.³⁸

Ralph was not always so eager to present a high profile in Brailes. When in May 1589, despite now being a fine-paying recusant, he was named in May 1589 as a potential member of a commission to hear the claims of Richard Ryley the elder whose bill of complaint against Sheldon's friend John Bishop had been sent to chancery the previous April, Ralph chose to make himself scarce.³⁹ Though an eminently suitable choice because he knew

³⁴ Elizabethan spellings vary; Grenfyld, Grenevild, Greneville and Greenfield are all found.

³⁵ TNA C 2/Eliz/G3/46, begun in November 1587; Edward's will TNA PROB 11/69/74; Leadam, *Domesday of Inclosures*, vol. 2, p. 649 lists a Henry Grenefeild as the enclose of iij messuages, j cottage and 120a. of land in Chelmscote. References as residents in Grendon Underwood see Buckinghamshire RO, Grenville.

³⁶ TNA C 1/819/17; C 2/Eliz/G3/46.

³⁷ TNA E 134/39&40Eliz/Mich 31 [1597-98].

³⁸ BL Add Ms 36584, f. 45, 43, 1633 and 1659 when the land was described as 1 messuage or farm, 70 acres; further references in Buckinghamshire Record Office.

³⁹ TNA C 2/Eliz/R11/60, begun April 1588. Ryley maintained that John Bishop of Wolford was trying to evict him from a 100 acre property and house called Marshalls, granted to him by its former owners, the Master and Wardens of the Guild of the Blessed Virgin Mary of Brailes for 60 years from 1537. BAH MS 3061/1/402 (former 167802).

both place and people he left the other members proposed, Robert Wyncott, John Tooley and John Gill, to attend the hearings, seemingly inconclusive. In 1599 at the end of the sixty year term lease another member of the Ryley family, Henry, pursued the claim in the Exchequer Court, bringing a claim of intrusion (trespass on royal lands) against him.⁴⁰ This time too most of the local men appointed to the commission were known to Sheldon.

Confused Records

A succession of grants saw changes in ownership to the redistribution of the lands once those of Brailes' particularly active and well-endowed chantry. The changes led Ralph into a suspected direct infringement of Crown rights. Eight messuages and eight virgates, a block of property formerly belonging to the 'late dissolved' chantry of Brailes and its Guild of the Blessed Virgin Mary, had been in the Queen's hands and a grant made of part of them to a third party by William Cecil and Walter Mildmay in December 1583.⁴¹ These however were the lands acquired by William Sheldon in 1556 which in 1551 had belonged to Robert Carre, later demised by him to William Palmer of Lemington, Gloucestershire and thence to Sheldon.⁴² Ralph stood accused of 'intrusion, transgression and contempt' in allowing, or more probably pushing, two of his servants, Richard Bowdeson and John Cockbill, both prosperous yeoman to take possession of the lands.⁴³ A year later they, together with Ralph and his attorney Arthur Salwey, were required to appear before a twelve-man jury in Brailes presided over by the Warwickshire JPs Fulke Greville and Anthony Shuckburgh, to prove his title. Ralph's careful custody of records enabled him to show that the properties had been legitimately acquired.⁴⁴ Letters of exemplification, retrospective approval of the transaction, were issued in November 1586, signed off by the Chief Baron of the Exchequer, Sir Roger Manwood. The entry fine, rather more than £180, was paid at the Exchequer in Easter term 1587, probably the explanation for the reference to payment to Mr Salwey for obtaining the proof.⁴⁵

One of Ralph's earliest difficulties had also originated in claims on former monastic lands. In May 1576 his rights in half the woods in Salford Priors, Warwickshire had either been misunderstood or wilfully ignored. Formerly belonging to the monastery of Kenilworth, the property had been acquired from the Crown at the Dissolution. It was briefly given into the hands of the executors to meet William's debts; the family's woodward, John Ward, was

⁴⁰ TNA E 123/25, Easter 40 Eliz, 10 May 1598; E 134/40Eliz/Trin6, May 1599.

⁴¹ *CPR 1583-84, L&I, vol. 287*, no. 398, C 66/1243, mm. 19-20.

⁴² TNA LR 2/185, f.225; BAH MS 3061/1/807, (former 168208), 28 Nov 1586.

⁴³ Tennant, 'Brailes and the Survey of 1607', pp. 167-181. Further trouble with the same property ended only in 1614, TNA E 124/19, pp. 76, 87.

⁴⁴ BAH MS 3061/1/807, (former 168208).

⁴⁵ CR 2632, 18 May 1587, f. 63; Exchequer Agenda Books, Easter 28 Eliz (1586) on AALT at http://aalt.law.uh.edu/AALT6/aIND1s/E159AgBks_H1585-M1588/IMG_0098.htm

to be its bailiff.⁴⁶ Now it was alleged that Ralph had cut and carried away timber and brushwood, almost certainly in breach of the lease. The subsequent legal procedures against him are lost until the point at which the Barons of the Exchequer instructed Sheldon to deliver possession to the sheriff so that the lease could pass to the new lessee, John Doddington.⁴⁷ Ralph must have protested, even refused to obey. Further inquiries were ordered, more concerned with Ralph's actions than with his right to continuing occupation. In the summer of 1579 Sheldon was formally convicted of wrongful entry (intrusion) and destruction of property not his own.⁴⁸ A year later the decision was reversed. Sheldon was permitted to lease the woods to third parties as soon as Doddington surrendered his newly acquired lease; presumably Ralph had succeeded in getting the charges dropped and would, eventually, regain possession.⁴⁹ Compliance with the order was slow and even by 1586 a lasting solution had not been reached. Sheldon was still fighting his position in the Exchequer court, employing Arthur Salwey as his attorney and seeking advice from the Catholic lawyer Thomas Pagitt in February, May and June 1587, a man who had been close to Edmund Plowden.⁵⁰

Law suits and the accounts hint at other disputes, usually, like this one, with roots long in the past; they did not always stem from the redistribution of the lands after the dissolution. One, concerning a small plot once Sheldon property in Little Wolford, had ended in 1585, betrayed by the surprising entry that money was paid 'for bail for Mr Ingram', the man Sheldon took to court.⁵¹ William Sheldon's purchase of the land in 1541 had been challenged in the Chancery courts almost immediately by the biggest landholder in the parish, John Ingram, father of the present litigant.⁵² William's robust and very legalistic defence survives.⁵³ In 1599 ancestral memories stirred a Daylesford tailor to challenge Ralph's ownership of a farm in the long deserted hamlet of Weston supposedly worth £200 a year once the property of his wife's grandfather.⁵⁴ Once again, Ralph's muniment room came into its own; the case was speedily dismissed with a sharp rebuttal. In 1589, shortly before his step-mother's death Ralph purchased Marston Sicca from the earl of Warwick.⁵⁵ The land came with complications because the rights of a man holding a lease from the earl were being challenged by others in the Court of the Marches. Five years later Ralph was at odds with other inhabitants who claimed the right to the first hay crop – the best – under leases from

⁴⁶ TNA PROB 11/53/79, William Sheldon's will.

⁴⁷ TNA E 133/2/314. Grants to the as yet unidentified Doddington, *CPR 1575-78*, p. 118, no. 827 24 Feb 1576, grant of woods; of the manor *CPR 1575-78*, no. 584, July 1576. The hearings about Salford Waters and Salford Wood mentioned in CR 2632, ff. 63, 67, 132, may possibly be in this connection.

⁴⁸ TNA LR 14/816. Intrusion was remedied in the Court of Exchequer.

⁴⁹ *CPR 1578-80*, no. 1741, 25 June 1580.

⁵⁰ CR 2632, ff. 44, 67, 76, 88; for Pagitt see Parmiter, *Edmund Plowden*, p.67, 108. He had been Under Treasurer, Reader and then Treasurer of the Middle Temple and may be the same man who acted for Margaret Knollys.

⁵¹ CR 2632, f.82; TNA STAC 5/S65/22 March 1584; STAC 5/S8/4, May 1584; STAC 7/15/22, n.d., Interrogatories on behalf of Anthony Ingram; STAC 5/S83/10 Feb and Answers, April 1585.

⁵² TNA C 1/1013/16-17.

⁵³ WaCRO CR 580/9/5. The land cannot be clearly distinguished in Ingram's inquisition post mortem, (C 142/67/155, held 16 August 1542), or that of his son Richard, d. 1561, C 142/140/186.

⁵⁴ TNA C 2/Eliz/B9/34.

⁵⁵ BAH MS 3069/10/14, (former 328771).

Magdalen College, Oxford; the difficulties were perhaps resolved by transfer of the property to Ralph's heir, Edward in 1602.⁵⁶

Beyond the Stour valley

Ralph was lucky in that most of his estates formed relatively close groups; outlying lands lay at Steeple (now Market) Lavington, Wiltshire, acquired by his father in the 1540s from the previous owner of the Knee Brook lands, Stephen Agard.⁵⁷ Some fifty miles from the family's core estates, they were accessible from Warwickshire south-westwards along Roman roads, first the Fosse Way and then Ermin Street. Perhaps more importantly and to William Sheldon's great advantage, they were easily reached from Bristol where Ralph's youngest sister, Godith, had married the merchant Robert Brayne in 1557. Exactly what arrangements were made for their management is not clear; they were probably let on a long lease. A hint that Ralph had an active interest remains in an entry in the account book arranging for writs of outlawry – a process for committal for debt - to be served against Wiltshire and Somerset men suggest that money owed was overdue.⁵⁸

Conclusions

Ralph both infringed Crown rights, taking advantage of lax, virtually absent checks on the management of royal estates, and was wrongly challenged on properties rightly his because of the confused and chaotic administration of properties only briefly in Crown hands. Lingering tensions over rights in lands formerly in ecclesiastical ownership, alterations to terms of tenure, personal animosities between landlord and tenants, family rivalries and vague, imprecise documentation were not the only problems posed by land ownership. In trying to farm what he owned, Ralph met other difficulties.

[Back to Contents >>](#)

⁵⁶ TNA STAC 5/S22/18; transfer to Edward *CPR 1601-02, L&I*, vol. 349, no.506, 5 August 1602, C 66/1582, mm.4-6.

⁵⁷ BAH MS 3061/1/404, (former 167804); Market Lavington, *VCH Wiltshire*, 10, 1975, pp. 82-106.

⁵⁸ CR 2632, f.178. A second group of estates were acquired in 1616 when the then Lord Chandos sold Eisey near Cricklade to Edward Sheldon, *VCH Wiltshire*, vol. 18, pp. 141-154; it passed to Ralph 'the Great' Sheldon in 1640, BAH MS 3061/1/329, (former 167729), was in the family in 1648, WaCRO CR 4502/4, and finally sold in 1672, WaCRO 4502/4.