

Chapter Six : Farms and Farming

Farming Practice

After his death Ralph's contemporaries estimated that he owned 15,750 acres, made up of 10,300a. of meadow and pasture, 3050a. of arable (*terrae*), 460a. of woodland, 1340a. of meadow (*prati*), 600a. of furze and heath and at least five mills.¹

Ralph was not free to run this substantial acreage entirely as he chose. He had complete control only where the lands were those of the deserted villages enclosed for grazing some hundred years previously, for example at the Ditchford hamlets in the Knee Brook valley or at Barcheston where his grandfather Willington's purchase of 755 acres, half the parish, were both used for grazing.² The Barcheston acreage was capable of supporting a flock of 1500 sheep, managed first by Joseph Tustian, leant on to give evidence in the law suits at Tredington and Barcheston, then by his son Simon and subsequently by three successive members of the Jobson family to whom the manor house was leased; all called Thomas, the last of the family died in 1647.³

On the majority of his estates, however, Ralph was shackled by leases agreed several decades previously and often granted for three lives, potentially in force therefore for a hundred years. For that period the landlord's rent was fixed, to his disadvantage, while the tenant's outgoings for rent and maintenance, also fixed, worked to



Sheep washing shown on the tapestry of Summer in the set depicting the Four Seasons at Hatfield House, Hertfordshire. With thanks to Hatfield House, © Hilary L. Turner

his advantage. The inflation which benefitted the tenant through rising profits from produce sales ate away the landlord's purchasing power from the rents. The fine, money payable on the entry of each successive tenant, was no more than a brief boost to income; the value of the land could be realized only when the lease expired or the tenant died without heirs.

¹ TNA C 142/334/58. The pages of Ralph's inquisition post mortem measure 52 inches x 31; much damaged, they are more easily read in Ward 7/51/91.

² Turner, 'Reputational Damage', pp. 222-39.

³ Simon Tustian TNA STAC 5/H31/35; WAAS, John Tustian 1593/30; Jobson 1613/204i, 1640/125, 1647 TNA PROB 11/199/ 102.

Obligations such as insistence on the maintenance of the property or the planting of trees to replace those cut down represented the owner's only safeguard. Even at Beoley, where the Sheldons had first stepped on the property ladder and now owned almost the whole parish, the seven surviving new leases agreed brought in only £12 14s 10d.

<https://www.ralphsheldon1537-1613.info/pdf-pages/Beoley-Leases-1590.pdf>

Another difficulty lay in the practice of communal farming of land within the common fields in a village where the inhabitants, and the lord, might own widely separated strips. The obvious answer was to amalgamate the strips into a single block farmed by one person, but the process was not simple. Enclosure was not merely the fencing off of such plots; action of this sort had to be preceded by the swapping of strips to create the new block which might involve one party in loss of more productive land in exchange for an area of less fertile ground. It also often meant the extinguishing of common rights of grazing, either on the stubble after harvest or on pasture land.⁴

Efforts to increase his income from land were therefore hampered by the combination of unfavourable, cumbersome farming practices, long established customs and traditionally low rents. The problems Ralph encountered are illustrated by two examples. At Whichford Sheldon attempted enclosure in recently acquired land;⁵ at Brailes he combined enclosure with tenurial changes.

Whichford

At Whichford, close to Sheldon's properties at Weston and Brailes, Rector Shuttleworth, recently arrived, was the younger son of a Lancashire gentry family, an Oxford graduate and DCL; he had taken orders because he had not expected to inherit the family estate at Gawthorp, Lancashire, and did so only because his older brother died unexpectedly.⁶

Shuttleworth opened a case against Sheldon which reveals much about local farming practices of the thirty-eight communicants in open fields.⁷ He began by describing the glebe, the land whose produce provided part of the rector's salary. The glebe here consisted of four yardlands distributed between two fields, the South or Upper Field and the North or the Lower Field; he described both as mixed arable, leys, meadow and pasture. Whichever Field was sown with corn was known for that year as the Corn Field; an area of the fallow known as the 'hitching' might be sown with peas, beans and other pulse, thus fixing nitrogen in the soil and providing extra animal fodder.⁸

⁴ Joan Thirsk, ed. *Chapters from the Agrarian History*, pp. 54-84.

⁵ TNA C 78/110/11, 9 May 1601, available on AALT.

⁶ *Alumni Oxonienses*.

⁷ Dyer and Palliser, *Diocesan Population Returns*, p. 294; TNA C 78/110/11, 1601.

⁸ Dyer, *Country Merchant*, pp. 181-82; Howard Drake *Oxford Church Courts Depositions 1616-1622*, no. 47.

Shuttleworth stated that each man had the right to keep and pasture 8 beasts, 5 horses, mares or geldings and 80 sheep for every yardland owned. He then raised a matter already in dispute – that, as rector, he was entitled to graze almost double this allowance - 16 beasts, 10 horses and 160 sheep over and above 12 more beasts, as well as one bull and swine, geese and ducks in unspecified numbers.⁹

He passed on to rights of access shared by all the villagers, including himself. Every inhabitant he said had ‘time out of mind had...free liberty in the fallow field to carry his compass or muck and in seeding times to go with his plough or ploughs the nearest way from one part of his parcel or pieces of ground to another even over other men’s ground at the plainest or easiest way or places for him not regarding or in any wise respecting any certain or known highway.’ The rector enjoyed similar freedom of access when he came to collect his tithes of corn, grain and hay which each inhabitant was obliged to heap up and ‘lay out for him’ on the separate strips. It is all too easy to conjecture the kind of chaos the plethora of carts and barrows created and imagine the damage to soil and to any crops still in the ground.

He had reached the nub of his complaint, that Sheldon’s aim was to enclose the parsons’ pieces, ‘to keep in severalty and convert them to pasture and so ‘alter the ancient course of the field’. He feared he would be denied access to his own land and hindered in the collection of what was rightfully his. To achieve this, said the rector, Sheldon had ‘confederated’ with Wyncott ‘a man of great wealth much friended amongst the jurors and inhabitants there’. He owned 4½ yardlands and leased a further two; in addition he held a lease from Sheldon of 8 yardlands and 6 parts of land which had been part of a manor called the lords demesne now divided into 39 separate lots. His holding was certainly substantial, probably totalling around 300 acres;¹⁰ little wonder he was prepared to bear witness as Sheldon’s stooge here as he had in another local feud, the Barcheston tithes in 1587.¹¹ Aged around 60 he was easily the wealthiest inhabitant in the village.¹² He or his father had served as steward to the Ingram family at Wolford.¹³

Together with Wyncott, said the rector, Sheldon sought ‘how they might endeavour...to enrich themselves and utterly destroy subject and make desolate the said town parish and houses of husbandry....and utterly overthrow the tillage (arable) to their use and convert into pasture the ground theretofore used as tillage and how to defeat the complainant [the rector] of his tithes commons ways liberties and benefits aforesaid wholly respecting their own private wealth and gain and not in any wise considering the great and extreme

⁹ The figures mark a significant difference from the claims made in 1579, TNA C 3/220/29.

¹⁰ Exact size is hard to calculate; the yardland was a unit of variable size; unknown for Whichford it was reckoned as 22a. in nearby Barcheston but might be both larger and smaller elsewhere, see Dyer, *Country Merchant*, p. 69, for some acreages.

¹¹ As a commissioner in Barcheston hearings, TNA REQ 2/223/66 and REQ 2/121/32, on-line at https://webarchive.nationalarchives.gov.uk/ukgwa/+http://yourarchives.nationalarchives.gov.uk/index.php?title=REQ_2/121/32

¹² TNA E 179/59/208; E 179/193/248.

¹³ TNA STAC 7/15/22, sheet 7, answers of Hunt, Gardiner and Heidon.

poverty that a number and a great many of poor people that were then wholly relieved and maintained by means of the tillage there used and occupied were very likely to fall into...’.

He outlined the progress they had already made. ‘Wyncott by the procurement persuasion and help of Sheldon had already enclosed...with hedges and great ditches parcels of land in one close in Underhill Leyes containing 3 acres; 40 acres in the ground known as Ottley [?Out Ley]; the ground called Whitening Piece of 10 acres and the grounds called Toleys Leys, Long Furlong, Greenway, Little Combe and other furlongs totalling 40 acres, all of which had been in the South Field. It totalled 93a, 20% of the whole parish.¹⁴

The rector, trying to occupy the moral high ground, was in reality doing little more than rehearse the age old objections to enclosure, especially that of impoverishing the inhabitants. His real fear was the longer term result of creeping enclosure on his own holdings – and income. A parcel of ground in Underhill Leys had been used traditionally by his predecessors from 1 August until harvest was ended to depasture (graze) beasts in the care of a cowherd; after the harvest was finished and the corn collected he and the villagers had kept their cattle there until All Saints Day (1 November) after which the sheep were moved onto the land which had been the cornfield – the very sustainable practices which ensured the fertility to produce future yields. There was more; Wyncott, abetted by Sheldon, had driven the rector’s cattle to the pound and threatened him that the same would happen every time the rector attempted to exercise his rights.

Sheldon, summoned by subpoena, claimed that he had a long lease of the manor and the parsonage and could thus claim the right to the 4 yardlands that was glebe; neither he nor Wyncott knew for certain that the rector had a right to them. The North leasowe he said was ‘accompted’ part of the demesne (thus under his own control) and, though he admitted a degree of uncertainty, ‘in his remembrance’ he thought the lord had the right of common pasture there. He accused Shuttleworth of pasturing swine, ducks and geese unlawfully ‘because they are not commonable beasts’ and claimed that the Northfield was commonable ‘of toleration and sufferance’ not of right – in other words *his* privileges had been infringed. The same applied, he said, to the routes taken by carts or ploughs. Sheldon admitted that he had advised Wyncott and others to ‘laie their lands together and enclose the same supposing that the same would not nor could not be prejudicial or hurtful to Shuttleworth or any other but beneficial as well to themselves as to the common wealth inasmuch as thereby they might raise more fruit on the earth than before.’ Wyncott corroborated his enclosure of the lands named, but said he had left gaps for access and ‘the drift of cattle’.

Sheldon had suffered convenient, but unconvincing loss of memory. Barely credible, his arguments were not supported by witnesses either locally or in court at Westminster. Judgement went in favour of Shuttleworth. To make certain that he might ‘more quietly enjoy his four yardlands, common pasture, ways and liberties the Warwickshire JPs Richard Verney and William Barnes were to view the lands and take ‘such order’ that Shuttleworth ‘might

¹⁴ *VCH Warwickshire 5* gives the acreage of Whichford parish as 2,112 acres.

enjoy the premises....as it was before the enclosures'. There was to be no further legal action.

The rector had some justification for his anxieties because before that resolution and his defeat Sheldon had been implicated in another, similar case. In April 1600 Wyncott brought a suit against two other long established inhabitants, Thomas Bery and his son William.¹⁵ All the parties held land in Whichford with reversion to Sheldon at the end of the leases presumably only recently agreed after Sheldon's acquisition of the manor.¹⁶ They had agreed to exchange pieces totalling ten acres and relinquish the attached rights of common so that the land could be enclosed. Wyncott accused the Berys of ploughing up the marks and bounds which enclosed his portion which had cost him £200 to construct; self-righteously, he remarked that he did not enter the land once his now theirs though they entered his. Thomas Bery justified his behaviour claiming that some his land had been inherited from his father, the rest being part copyhold, leased from others including Sheldon. A detailed survey accompanying the sale of a large part of the manor by a tenant in 1646 reveals what had been achieved by way of enclosure.¹⁷

Acquisition of land at Whichford also drew Ralph into the turbulent relations of already fractious villagers who had already shown that they were able and willing to unite against the nefarious schemes of their landlord, Margaret dowager countess of Derby. Widow of the 4th earl, she had only recently agreed with her son that she could keep Whichford in lieu of part of her jointure; she had ordered a survey, the legally necessary preliminary to changes in tenurial obligations. Her officials then set out the new terms, inevitably at higher rates, and proposed to compel the villagers to enter into a communal bond of £300 if they accepted. With little choice, the villagers had raised the money 'in proportionate shares' amongst themselves and had even paid it over when they learnt that the surveyor himself had made a higher offer and was set to become the new landlord. Led by Wyncott the villagers requested that either their money should be returned or the 'promised lease' be made.¹⁸ It was almost certainly as the resolution to the problem that, on Margaret's death in September 1596, her son William, about to marry into the family of William Cecil, Lord Burghley, disposed of the manor to Sheldon.¹⁹

The story at Whichford has distinct similarities with Sheldon's activities at nearby Brailes where by this time matters had already occupied a great deal of his time and energy. The story of the difficulties of tenure is told in law suits.

¹⁵ TNA C 3/296/24. Thomas lived until 1633, TNA PROB 11/164/340, his father, William, died in 1591, PROB 11/77/34.

¹⁶ They might also have been pre-existing leases due to expire shortly.

¹⁷ BAH MS 3061/1/226 (former 167626). Nevertheless, both manor and advowson remained with the Sheldon family for nearly two hundred years, WaCRO CR 4502/8, rehearsal of marriage settlements from 1736; CR 456, box 17 part iii, Abstract of titles.

¹⁸ TNA C 2/Eliz/W20/59.

¹⁹ Bagley, *Earls of Derby*, p. 52; TNA C 78/110/11.

Brailes

Ralph's holdings in the parish, both grazing and arable, were extensive, theoretically sufficient to produce a good revenue. However, he not only faced all the problems already outlined, but suffered the further handicap that many of his tenants could recall his grandfather Willington's efforts at enclosure within the parish, a situation Ralph had aggravated by enforcing laws designed against poaching game from royal lands. The rabbits the villagers had been taking supplemented their diet but cannot have made any effective difference to Ralph or, indeed, the Queen. That dispute ran for thirty years through the courts resolved, inevitably, in Ralph's favour.²⁰

Sheldon adopted and combined two approaches; either enclosure, achieved by an exchange of lands, or alteration to the conditions of tenure applying both to newly exchanged lands and, where possible, to older agreements. What had been an estate of inheritance, passing from father to son, became a copyhold, held of the lord on conditions determinable by him, usually with a higher entry fine, a more valuable heriot, money paid, often in kind, by each successive life tenant, increased rent and a reduction in the length of the lease.

Warning signs flashed for the villagers in 1581 when the manor court was summoned and a survey or examination of the terms and condition of leases instigated. The surveyors of that court were Mr Childe, Sheldon's man, his bailiff Robert Harpur, usually found at Beoley, Nicholas Huckvale, a Brailes resident, and Anker Brent, resident at and steward of the earl of Northampton at Great Wolford, and also steward of Brailes. John Boulte, Sheldon's lawyer, was also present.²¹

Eventually the scale, and the impact, of those changes united the villagers in a common cause to bring collective action against Sheldon, as had happened at both Whichford and Wolford.²² Their case, beginning in December 1596, took three years to resolve; counsel on both sides was skilled in creating delays.²³

One set of interrogatories (questions), ministered in November 1597 is particularly informative about the tangled grievances.²⁴ As witnesses, the tenants were asked in inordinate detail about their knowledge of the prevailing tenurial customs and about Sheldon's actions, the questions formulated by each side designed to make the other party tell it as it was. One question to Sheldon required him to answer directly whether or not he had increased the fines

²⁰ *Inspeximus* of November 1600, BAH MS 3061/1/644 (former 168044). TNA STAC 5/S72/32; interrogatories on behalf of Sheldon at Honington involving 17 people in June, STAC 5/S20/11; TNA STAC 2/24/388; STAC 7/10/31 with a rejoinder at STAC 2/34/56; Boulter's replication and rejoinder respectively are at STAC 2/22/263 and STAC 2/20/131, none is dated; TNA STAC 5/S72/32; BAH MS 3061/1/47 (former 167447).

²¹ TNA E 133/8/1317; E 133/9/1368, sheet 5.

²² TNA STAC 5/S8/4; STAC 7/15/22; STAC 5/S83/10; Manning, *Village Revolts*, p.91.

²³ TNA Decree and Order Books E 123/23, 24, 25, 27, 28.

²⁴ TNA E134/40Eliz/Hilary17; Ward was mentioned in William Sheldon's will of 1570, TNA PROB 11/53/79, f.63, when he was appointed bailiff and woodward of the manors of Arlchurch (?Alvechurch) and Dry Salford for 24 years, with a yearly fee of 13s. 4d. He could probably be relied on to say what was required. Witness statements vary considerably about the dates of surveys.

‘taking £50 of some [tenants], £40 of others, £140 of four when the fines were said anciently to be but 1d.; the next inquired whether the eldest sons had been ‘put out’ of their inheritance and their property demised to Sheldon servants, a reference to a particular case.²⁵ In particular, witnesses for the tenants were required to state whether the lands given in exchange were ‘of equal value and quantity equal and as good as the lands enclosed; had they been measured;²⁶ had Sheldon kept his undertaking given to those tenants in Upper Brailes before enclosure that he would provide common for 180 beasts, 120 horses, mares and colts and for 800 sheep. Were the newly enclosed lands worth £100 per year or had he been able to keep noticeably more animals on those lands than before? Had he himself had right of common for 12 horses, 72 beasts and 800 sheep and had he, since enclosure, ‘forborn’ to exercise that right?’²⁷ Had the exchange really been carried out with the ‘good contentment’ of the parties?

Though facing fierce opposition, Sheldon had his supporters; two of the deponents summoned on his behalf responded enthusiastically in Sheldon’s favour. Anthony French, a husbandman aged 85, said that everyone had been contented and thought the new lands ‘greater and better’ than their former holdings. One John Warde had been sent ‘of purpose to measure what the tenants held and what would be allowed in recompense’ and had been ‘the dealer’ between Sheldon and the tenants. Warde himself, the surveyor, then aged 68, spoke in even more glowing terms. He knew that at the time of the enclosure of Aston Meadow, Fernhill and Mynehill, Sheldon ‘had the consent and goodwill of the greater part of the inhabitants and tenants of Nether Brailes...and that they took [the exchange] ‘in such good part that they gave this deponent very good entertainment ...and paid for the most part of his charges and ... rang the bells in witness of their joy... and requested him to tarry a month longer amongst them at their charge...’.²⁸

Several voices cast doubt on their warm testimony and fond, but probably erratic, memories. All agreed that Sheldon could now graze even more animals than before the enclosures of 1571, although answers differed widely as to how many and what animals. One man claimed that 200 sheep more than before now grazed, others estimated that there might be as many as 800.²⁹ The consistent claim was that Sheldon had infringed and overthrown the ancient custom. The collective testimony resolves into a picture of infuriated and increasingly despairing, even desperate, villagers, ready to indulge in violence. Staves, stones, pitchforks and spades were all wielded with considerable ferocity, sometimes against each other in a settling of old scores, sometimes against Sheldon’s officers as happened in the coney dispute. The final decision was reached in April 1600 in the presence of Sheldon’s lawyer John Boulton.³⁰

²⁵ TNA E 133/9/1368, nos 19, 20, 21, interrogatories for Symonds; depositions for Sheldon in E 133/10/1663. The case concerned Thomas Ryley’s property to Sheldon’s servant Edward Walker.

²⁶ TNA E 133/10/1696, answers confirming they had.

²⁷ TNA E 134/40Eliz/Hilary 17, question 28.

²⁸ TNA E 134/40Eliz/Hilary 17.

²⁹ TNA E 133/9/1368, answers.

³⁰ BAH MS 3061/1/552 (former167952), 15 April 1600.

Overall Sheldon's behaviour paints an unattractive picture of a domineering land owner who pushed his rights to their limit and often well beyond legality. His actions took place against a background of poverty, where loss of the extras which came from common land, such as grazing rights for their own beasts, furze for fuel and food from the rabbits they might catch, were the difference between starvation and survival. But though the villagers might be hard pressed to make ends meet, like many of his not so distant friends – Sir John Conwey at Arrow, Thomas Throckmorton at Sambourn,³¹ John Alderford at Salford,³² and in Worcestershire John Talbot of Grafton near Bromsgrove,³³ Sheldon too needed to maximize his sources of income.



The mill wheel at Mapledurham, Oxfordshire, drove the cogs turning the grindstones,
© Hilary L. Turner

He does not, however, seem to have contemplated other ways of achieving his ends. At nearby Todenham, for example, William Moulton achieved enclosure by agreement and mapped the result.³⁴ Other measures in common use which might also have ameliorated his position included the practice of requiring the tenant to supply a part of his rent as produce.³⁵ A useful hedge against rising food prices of the later sixteenth century, the expedient was widely employed in the majority of leases drawn up for the Petre family.³⁶ Only two such Sheldon leases survive, though of course they might have been more common. The terms of a lease of a house in Brailes negotiated by Ralph's father required that in addition to planting specified trees the tenant was to give two fat capons to the Sheldon family at Weston, scarcely a dent in Sheldon's household expenses.³⁷ In 1593 when a new miller took the lease

³¹ TNA C 78/65/7; 1583 Nov 16. ratification of customs and small enclosure.

³² TNA STAC 5/A3/37, 1597, Manning, *Village Revolts*, p.64.

³³ 22 July 1591, permitted to attend Shropshire Assizes for a dispute with his tenants, LPL, Ms 2008, f.28; 31 August 1592, leave to attend to lawsuits, LPL, Ms 2004, f.42

³⁴ TNA C 78/84/7, available on AALT; map in Gloucester Record Office D 1099/1.

³⁵ Palliser, *The Age of Elizabeth 1547-1603*, pp.177-8, practice adopted by Eton College.

³⁶ W. R. Emerson, 'The economic development of the estates of the Petre family in Essex in the sixteenth and seventeenth centuries', Oxford DPhil thesis, 1951.

³⁷ BAH MS 3061/1/819 (former 168220).

at Middle (now Lower) Ditchford he was required to render Sheldon a weekly allowance of 3 strikes of mill corn; for clarity, at least to Elizabethans, it was defined also as three rooks every year, possibly protection of a regular supply against failing harvests.³⁸ Sheldon also reserved use of a little plot of ground for fishing and for washing his sheep, prohibiting the miller from letting it out but doing the same himself.

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³⁸ When Palmer's lease of Jan 1575 expired (BAH MS 3061/1/299 (former 167699) Ralph re-let , BAH MS 3061/1/181 (former 167581). Stuart and Raymond, *Words from Wills*, define a strike as a measure of corn between ½ and 4 bushels, a rather wide variation; a rook is not explained. The fittings, two good mill stones, an iron crow, a sledge, a set of mill pikes, one strike and a tolh dish were to be returned at the end of the term.