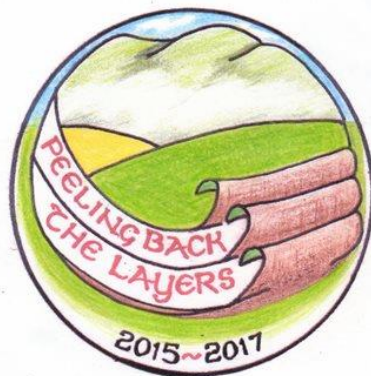


**Peeling Back the  
Layers: A Community  
Archaeology Project  
at Under Whittle.  
Final Report, October  
2016.**

Dr Simon J. Harris





*Peeling Back the Layers Final Report.*

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## **Introduction**

The Peeling Back the Layers project is a project that focuses on the study of Whitle, a small area in the northern part of the parish of Sheen, in Staffordshire, lying in the upper reaches of the valley of the river Dove right on the county boundary with Derbyshire. It has had a relatively long gestation with the interests of many local people in the history and development of the landscape within which they lived, and in the people who lived there before them, becoming focused initially in the Tudor Farming Interpretation Group (TFIG), but now in a much more ambitious formal project with funding and support from a number of local and national bodies, and in particular from the Heritage Lottery Fund. The project is multi-disciplinary marrying the skills of professional historians and archaeologists, but also incorporating the work and knowledge of the local community, so that the project is very much a 'hands-on educational project'.

The funded element of the project is scheduled to run from 2015 to 2017, with three distinct stages, commencing with historical research in the archive resulting in a previously submitted interim report, the archaeological work over the summer of 2016, and with two final reports, one from the archaeology team, and the other being this fuller final report revising and supplementing the interim report of March 2016, and submitted in October 2016.

This report seeks to set out and interpret the evidence consulted by the historian and quite a number of the project volunteers. The initial chapter focuses on the history of Whitle attempting to come to some conclusions about the emergence of the area at some time in the twelfth or thirteenth century, and its subsequent development, focusing on the period from the late fourteenth to the early nineteenth centuries. Subsequent chapters look more closely at the records consulted, detailing their nature and importance; at the origins of the place-name of Whitle; and finally on the evidence that we have for life in Whitle. In addition to the chapter on Whitle, the report also incorporates an extensive appendix. This consists of summaries, calendars and full editions of the more important records identified and used in the project, and is intended to be a lasting record and source book in its own right for those wishing to study the area of Whitle, and indeed, Sheen in general. The documents found in the appendix are the result of the collaborative work of this author with the volunteers who helped on the archive work.

### **The Project Team.**

The overall project management has been undertaken by Dr Catherine Parker Heath, an archaeologist and educator. Beyond her overall management of the project, her co-ordination of the research work of the project has been invaluable in bringing the historian and the volunteer researchers together.



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The research work in the archives is being undertaken by the author of this final report (Dr Simon J. Harris). He is primarily a medieval historian, with extensive experience in working on medieval and early-modern records. Following initial exploratory work in the archives, he has undertaken the intensive archive work in those archives with the able assistance and support of the volunteer researchers.

It was always the intention of the project to involve as many local people as possible in the work of the project. This had the dual purpose of tapping into the knowledge and skills of those volunteers, but also to allow the volunteers, where possible to undertake elements of the research themselves, and thus contribute to the collection and limited analysis of the evidence. To this end research visits have been arranged to the Derbyshire Record Office, Matlock (DRO), Lichfield Record Office (LRO), and Staffordshire Record Office, Stafford (SRO), and volunteers were invited to attend to aid in the analysis and recording of relevant material and evidence from documents and manuscripts held at the respective archives.



Some of the volunteers hard at work at Derbyshire Record Office, Matlock.

These visits have been extraordinarily successful in the number of volunteers who have attended, the enthusiasm and commitment exhibited, and in the scale of the work that it has been possible to complete with their assistance. This is all the more remarkable since the volunteers have had only limited experience in working in archives, and have coped with a wide range of hands, some being quite difficult, and also with the language used in them, often being specialist in nature, with a few volunteers drawing on their sometimes rusty knowledge of Latin to cope with documents written in that language.



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Another day at Derbyshire Record Office, but plenty of volunteers hard at work.

The volunteers: Harry Ball, Hilary Brindley, Paul Burke, Hilary Butler, Carolyn Chambers, Pauline Dolan, George Graham, Kay Gregory, Anna Heeley, David Miller, Christine Orchard, Matthew Pitt, Leila Serougi, Alexandra Tomlinson, and Elspeth Walker.



# 1

## The Emergence and Development of Whitle in Sheen.

Whitle is an area of north-east Staffordshire within the ancient parish of Sheen. The area lies between the road from Sheen to Longnor that runs northwest along the escarpment beginning at Sheen Hill, and dropping away at Knowlsey Hill back down into the Dove valley, and the river Dove itself, the river forming the Staffordshire county boundary with Derbyshire.

The history of the area has already been covered in quite an amount of detail by the *Victoria County History (VCH)* volume devoted to Leek and the Moorlands, published in 1996, so that much of what follows merely builds upon the material found there.<sup>1</sup> However, considerable amounts of new material has emerged in the course of this project, that can lead us to evaluate the development of Sheen in general, and of the Whitle area in particular with greater clarity.

The earliest reference to Sheen can be found in the will of Wulfric Spot's endowment of Burton Abbey with one hide at *Sceon* amongst many other bequests, c. 1002-4.<sup>2</sup> At the time of the Conquest Sheen (also given as *Sceon*) was in the hands of one Alweard, and by 1086, was in the hands of the king.<sup>3</sup> There then appears to have been a division of lordship, with the overlordship descending from the Verdun family eventually to the earls of Shrewsbury, who still held the lordship in the late nineteenth century. But there was also a manorial lordship of Sheen, which also originated with the Verduns, then descending to the Okeover family under whom it was divided. The manor was subsequently reunited by the de la Pole family, descendants of the Okeovers in the late fourteenth century. The de la Poles eventually sold the manor to the Crown in 1476, by an agreement made between King Edward IV and Sir John Pole, kt.<sup>4</sup> The manor was from then on administered as part of the duchy of Lancaster until at least 1698. Thereafter it was sold, being acquired by the Sleigh family before 1709, when they in turn sold it to John Hayne of Ashbourne.

Under the de la Poles the manorial centre had originally been at Pool Hall (later Moat Hall) on the other side of the Dove in Derbyshire, in Hartington, a manor they also held. By the eighteenth century, when the Sleigh family had acquired the manor, the manorial centre became Broadmeadow Hall.<sup>5</sup>

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<sup>1</sup> *The Victoria History of the Counties of England: The History of the County of Stafford*, Vol. II, Leek and the Moorlands, ed. by M.W. Greenslade (Oxford, 1996). For the Sheen section, see pp. 240-50.

<sup>2</sup> *The Charters of Burton Abbey*, ed. by P.H. Sawyer (Oxford, 1979), p. 55.

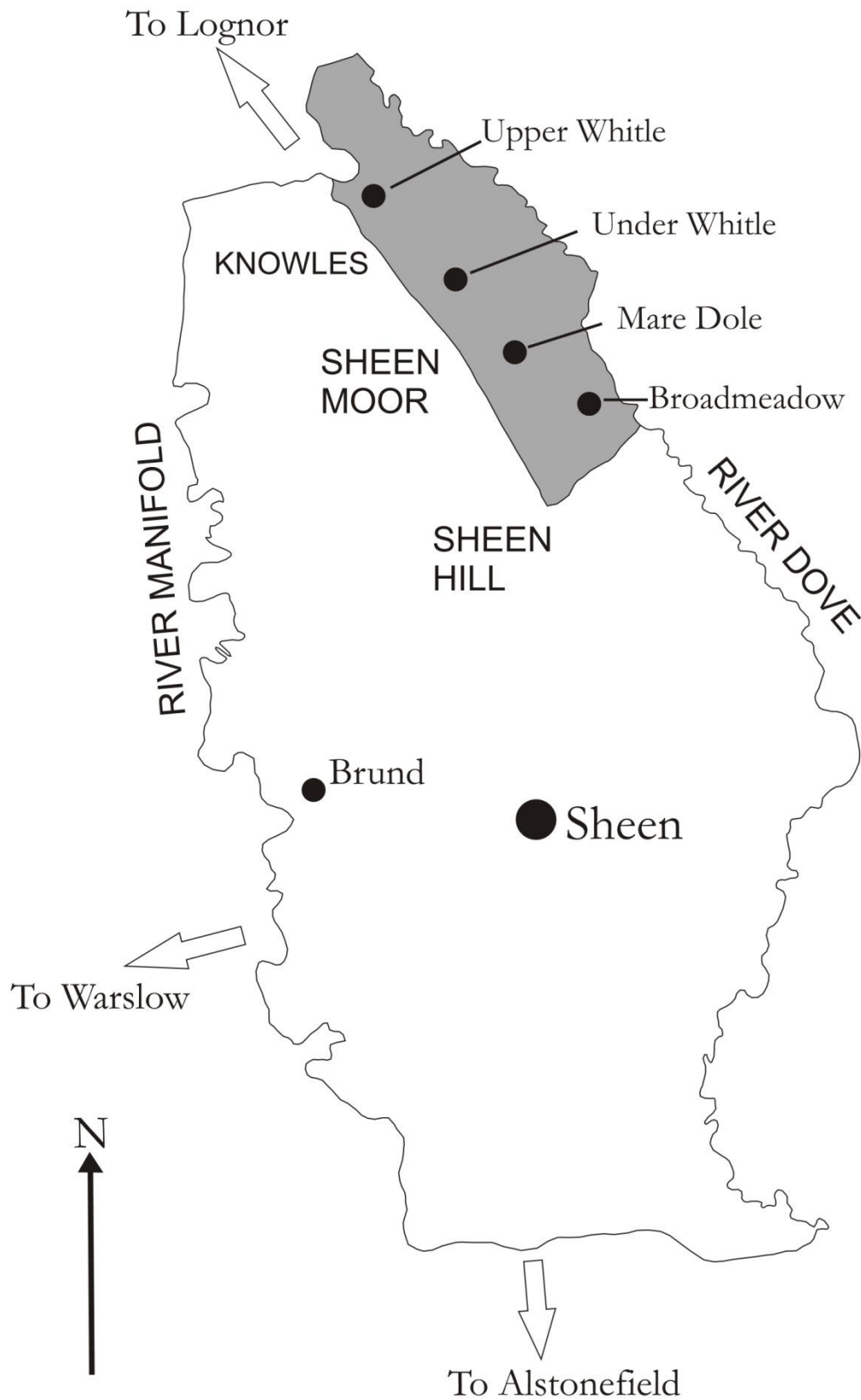
<sup>3</sup> *Domesday Book: A Complete Editions*, ed. by Ann Williams, & G.H. Martin (1992), p. 674.

<sup>4</sup> TNA DL 25/3329, for a calendar and full edition of this document, see Appendix 1, entry 19.

<sup>5</sup> For the discussion of the manorial descent, see *VCH*, VII, pp. 243-4.



## The White Area in the Parish of Sheen.







**(i) Whitle in the Lordship of Alstonefield.**

Although much of what was the old township of Sheen was within the manor of Sheen, including parts of Whitle, the history of Whitle seems to have been a little more complex, with another part of Whitle being subject to an entirely different lordship, the extensive lordship of Alstonefield. The very brief reference to Whitle in the *VCH* volume amounts to three sentences, and simply states that the earliest reference to Whitle being settled is from the early fifteenth century, and that by the early eighteenth century there were two properties at Under and Upper Whitle respectively. The section then moves onto Broadmeadow Hall.<sup>6</sup> As far as this goes, this brief summary in the *VCH* is accurate. The members of the project team, having completed more detailed research work on the Whitle material have demonstrated the importance of the Alstonefield lordship to the history of Whitle which has enabled an almost complete tenurial history for part of the Whitle area from the late fourteenth century. The descent of the lordship of Alstonefield is a rather complex affair following its division between the three co-heiresses of William Malbank in c. 1176. It would appear from the later manorial records that Whitle was in that part of the inheritance that went to Philippa Malbank, and descended through the Savage and Peshall families, until it came to the Blount of Kinlet family by 1530. In 1542 George Blount sold this inheritance to Vincent Mundy, who, jointly with his son, sold it to Richard Harpur of Swarkestone, Derbyshire, in 1569, Harpur being an important and wealthy judge of the Court of Common Pleas at Westminster looking to invest in land in Staffordshire and Derbyshire in particular at that time. Thereafter part of Whitle was administered as part of the Harpur Crewe of Calke Abbey estate, until the early nineteenth century, when their part of Whitle was sold. By the time of the tithe survey of 1845 the Whitle lands in the entirety, including the former Harpur Crewe lands, were in the hands of four different owners, and their tenants.

The *VCH* discussion of the Whitle area is necessarily brief. The more recent work by this project has enabled a more detailed and nuanced examination of the history of the Whitle area. The earliest reference to Whitle is indeed from the early fifteenth century. We are very fortunate for the survival of almost all of the medieval references to Whitle because in the later sixteenth century, probably when the Harpur family bought the Alstonefield estate, a detailed copy of all of the Alstonefield court rolls was produced in three bound books.<sup>7</sup> This was fortuitous for although some of the original rolls do survive, those that make reference to Whitle, with one exception, have since been lost.<sup>8</sup> From these later copies of the court rolls, we find that in 1404-5 a heriot was claimed from the estate of John Taylor who had died as tenant of two messuages in Whitle. Since this is at the death of the tenant, this allows us to take the history of Whitle back into the later fourteenth century, when Taylor must have taken possession of his two messuages.<sup>9</sup> This also shows that the existence of two properties in the Alstonefield lordship part of Whitle goes right back to the very earliest documentary reference.

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<sup>6</sup> *VCH*, VII, p. 241.

<sup>7</sup> DRO D2375/M/1/1-3. For full translations of the relevant entries, see Appendix 1.

<sup>8</sup> For the earliest surviving original record of Whitle, see DRO D2375/M/1/6/18, dating to 1430.

<sup>9</sup> DRO D2375/M/1/1.





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This earliest entry has important implications for our understanding of the origins of Whitle. The fourteenth century was not a century of expansion. Very little new land was brought into cultivation, since the pressures of population that had seen the rapid colonisation of new lands up to the early fourteenth century, had been brought to an abrupt close by the catastrophic famines of the period 1315-22, the even more devastating first visitation of the plague in 1349, and the reoccurrences of it in the decades immediately following, and by the deterioration of the climate which has become known as ‘the Little Ice Age’, which saw the climate cool significantly from 1300 onwards. This being the case, it seems very likely that Whitle must have a much earlier origin, probably in the twelfth or thirteenth centuries, and that our knowledge of it is only limited by the lack of surviving administrative records before the late fourteenth century for the Alstonefield estate. This would also strongly suggest that Whitle was an area of later colonisation, and expansion of agriculture away from the core settlement of Sheen and other neighbouring settlements such as Longnor, as a growing population sought new lands from which they could make a living.

Following the first surviving reference to Whitle in the manorial court books, the two messuages (properties) are recorded at regular intervals up until the final reference in 1566. One of the properties appears to have had a more stable history, coming into the hands of the Horobin family in 1496-7 where it was to remain until the early nineteenth century – a remarkably long period for one farm to be in the hands of one tenant family.<sup>10</sup> The possession of the property did face one challenge from within the Horobin family in the 1530s. Two petitions and a set of answers survive for a case in the court of Common Pleas between one Roger Horobin, a tailor, and William Horobin, who was the tenant we find in the court entries. Roger Horobin petitioned for William Horobin to be summoned to London to answer his complaint, and he alleged that he had been granted a lease of a property in Whitle by Dame Katherine Blount, the widow of Sir John Blount (or Blunt), and that William Horobin, by his influence in the area had forced him out. William Horobin’s answers did not dispute the lease of Widow Blount, but claimed that she had not had the authority to make the lease, so that it was null and void, and that Roger Horobin had been compensated. The exact relationship between the Horobins is not set out, but since William Horobin and his descendants continued in possession, Roger’s claim must have failed.<sup>11</sup> The other property had a much more unstable early history, passing through the hands of several tenants before finding its way to the Manifold family in the early sixteenth century. By 1581, that property had come into the hands of John Harrison, and it was to remain in that family’s possession again until the early nineteenth century.<sup>12</sup>

Although the manorial courts for Alstonefield continued, the recording of Whitle material in them ceased. Since the Whitle entries almost all related to the surrender of the Whitle properties and their grant out to new tenants for new terms, a characteristic of copyhold tenure, the disappearance of Whitle material in the court rolls seems to have been a result of a change in estate administration. The Whitle lands in the fourteenth and fifteenth centuries had been treated as copyhold land, with the transfer of the property managed through the court, with the tenants

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<sup>10</sup> DRO D2375/M/1/3.

<sup>11</sup> Appendix 2. Entries 1-3.

<sup>12</sup> DRO D2375/M/1/3.



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holding by copy of the court roll, though this is nowhere spelled out in the court entries themselves. However, from the entry contained on the roll for 1517 there was a distinct change in the way the land was held, with grants being made for life or lives. The disappearance of the Whitle properties from the court rolls coincides with the appearance of leases for the Whitle property,<sup>13</sup> the last court roll entry dating to 1566, and the first lease to 1572.<sup>14</sup> From 1572 onwards the history of the two Harpur Crewe Whitle properties is recorded in their leases, and the numerous rentals that survive for the Harpur Crewe estate (seventeenth to early-nineteenth century).<sup>15</sup>

The rentals not only confirm the pretty constant tenure of the Harrisons and Horobins, but also give important incidental information, as well as tracking the progressive increase in rent paid by the tenants. Combined with the leases, the rentals show that the rent on the two messuages increased from the rent that was paid in 1450-1 at 13s. 4d., and in 1505 at 13s. 8d.,<sup>16</sup> to 30s. per annum for the Harrison property (then still in the hands of the Manifold family), and 20s. for the Horobin property, in 1572 and 1581 respectively.<sup>17</sup> There was no change in this until 1611 when the Horobin property was paying 28s., and this was again increased in 1618 to 30s. when the Horobin property was briefly in the hands of William Mellor, who had married the widow of William Horobin.<sup>18</sup> By 1680 the Horobin property had begun paying 33s. by the lease to William Horobin of that year. This change seems to have been anomalous, for the rentals of 1687 until 1713 show both the Harrison and Horobin properties paying 30s. From 1719 the Harrison property's rent rocketed to £10, whilst the Horobin rent stayed the same. The Horobin property was raised to £5 in 1759, and for the final period for which we have records (1791-1808), the rent for the Harrison property was set at £13 10s., whilst the Horobin property was set at £15,<sup>19</sup> a dramatic increase in the rents in a period of a little over one hundred years, which finally saw the Horobin property rent overtake that of the Harrisons. This summary of the rent increases is, ofcourse, artificial, for it takes no account of the economic conditions over this long period, nor does it account for changes in the size of the leased properties. The latter consideration is particularly important because we know that the size of the individual properties did change. The one acreage we are given for the fifteenth century gives one of the messuages with 21 acres of land.<sup>20</sup> The properties when surveyed in 1632-3 by William Senior amounted to 28 acres, 2 roods 28 perches for that of Harrison, and 31 acres, 3 roods, 24 perches for the Horobin one.<sup>21</sup> By 1810, the final time we have the acreage, the Harrison one had ballooned to 50 acres, 2 roods, and that of Horobin to 52 acres, 2 roods. Very evidently some of the rent increase must be accounted for by the increasing acreage of the two holdings, and the increase in land must have resulted from the enclosure of the moorland above the valley at some point presumably in the

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<sup>13</sup> For calendars and transcripts of the surviving leases, see Appendix 5.

<sup>14</sup> For the last court roll entry, see Appendix 3, entry 11, and for the first lease, see Appendix 5, entry 1.

<sup>15</sup> See Appendices 5 and 10.

<sup>16</sup> Appendix 3, entries 6 and 8 respectively.

<sup>17</sup> Appendix 5, entries 1 and 2 respectively.

<sup>18</sup> Appendix 5, entries 3 and 5 respectively.

<sup>19</sup> See Appendix 5 for the rent levels in the leases, and Appendix 10 for the rentals.

<sup>20</sup> Appendix 3, entry 2 (1414-16).

<sup>21</sup> Appendix 4.



earlier-eighteenth century, perhaps in part in 1719 when the Harrison rent rose dramatically from 30s. to £10.

Some evidence can also be found in the Hearth Tax records. The Hearth Tax was levied in the period 1662 to 1689, and was levied on each householder according to the number of hearths in their residence. The tax is an important source, for not only does it give a good indication of the number of households in each place, it also provides a superficial impression of wealth, with the houses of the wealthier residents possessing greater numbers of hearths.<sup>22</sup> Both the Harrisons and Horobins are recorded in the tax. For William Horobin his property is recorded as having one hearth. For the property of John Harrison, three hearths are recorded, indicating a larger and more affluent residence and household, or a more diversified domestic economy, perhaps including brewing.

By the time of the tithe survey in 1845, the whole pattern of landownership had changed.<sup>23</sup> The Harpur Crewe estate had sold the two Whitle properties in 1816 and this seems to have brought to a close the long connection between the Horobin and Harrison families with Whitle, for neither family were tenants there by the tithe survey, though the Horobins did hold land elsewhere in the parish of Sheen.<sup>24</sup> More interestingly the tithe survey apportionment showed that Whitle was held not as two properties, but as four by four separate landowners.

### **(ii) Whitle in the Manor of Sheen.**

At the time of the writing of the interim report, the tithe survey did clearly indicate that there were problems in our understanding of the tenurial history of Whitle. In addition to the tithe survey, other records relating to the chapel/parish of Sheen indicated that our understanding of Whitle was far from complete. From a set of records known as Bishop's Transcripts, which were in reality copies of the entries from the parish registers (recording baptisms, marriages and burials) sent to the diocesan centre at Lichfield, we are able to see that in addition to the Horobins and Harrisons, there were quite a number of families living at Whitle at least from the mid eighteenth century.<sup>25</sup> In a few cases these families seem to have been there for a considerable length of time. For example the Hickinbottoms are recorded from 1757 until 1815, the Sheldons from 1765 to 1820, and the Froggats from 1764 to 1810. In addition to these, there are another ten families recorded in the period 1733 to 1820. No doubt many of these families, who only seem to have had a fleeting presence at Whitle were labourers employed on the existing farms for short periods of time. In the case of the Sheldons, the long tenure might relate to a family of

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<sup>22</sup> For further information on the Hearth Tax, see the website for the Hearth Tax Online: <http://www.hearthtax.org.uk/index.html>. Several counties have been published online, though unfortunately Staffordshire has not. For an edition of part of the tax for Staffordshire tax, see *Collections for a History of Staffordshire*, 1925, pp. 155-242, 'Lay Subsidy 256/31 Hearth Tax. Totmonslow Hundred', and for the Sheen section, see pp. 203-4. The tax registers the presence of William Horobin and John Harrison, and also several families who would later have links with Whitle, and perhaps already did so.

<sup>23</sup> LRO B/A/15/656 & LRO B/A/15/276, the Sheen tithe award and map, of 1845, respectively.

<sup>24</sup> D2375/D/A/47 (D2375/M/282/7).

<sup>25</sup> Cf Appendix 8.



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masons operating a business in Whittle, perhaps alongside a quarrying business. So how could this be accounted for?

The answer finally emerged from the records of the duchy of Lancaster, and kept in The National Archives at Kew. As has already been noted, the Crown acquired the manor of Sheen from the Pole family when King Edward IV purchased both that manor, and that of Hartington. For reasons that are not quite clear, though perhaps as a result of the concentrations of duchy of Lancaster lands and lordships already existing in the area, with the great duchy administrative centre at Tutbury being its focus, the manor of Sheen was administered as duchy lands. We are fortunate therefore to have a good sequence of court rolls for the manor from 1546 to 1620/1. From this it is clear that the manor of Sheen also had lands in Whittle, and that these were focused on Broad Meadow, Mare Dole, and probably what is now Upper Whittle, though there is the probability that there are further properties not now apparent. Although Broadmeadow appears to have been a much more substantial property than any of the other Whittle holdings, either in the manor of Sheen, or that of Alstonefield, the others farms of both lordships appear to have been very similar in nature.

Although we are fortunate in having these duchy of Lancaster manorial records, because they stand almost in isolation as the records for these other Whittle properties, we have a far less clear picture of the properties themselves, with only two of the properties – Broadmeadow and Mare Dole – bearing any obvious relationship to properties still existing in present day Whittle. Of the properties, Broadmeadow is perhaps the easiest to deal with. The first reference to Broadmeadow in the court records was in an entry of 30 September 1573 when Hugh Sleigh and Helen his wife surrendered the messuage called *le Broadmedowe* into the hands of the queen, and the same was granted back to them for their lives, and after their deaths, to Richard Sleigh, Hugh's son and heir.<sup>26</sup> Rather oddly, on 20 June 1581, it was reported that one Roger Percival had died seised of the messuage called *le Broadmedowe*. His son, also Roger came into court and requested the property to be taken out of the queen's hands and delivered to him, which, after due process, it was.<sup>27</sup> Although it is not possible to be sure from the evidence, it seems that the Percivals might well have been sub-tenants of the Sleigh's for on 27 May 1600, Roger Percival, perhaps the same one who had received Broadmeadow in 1581, surrendered the messuage into the queen's hands, to the use of Richard Sleigh.<sup>28</sup> Seisin was eventually granted to Sleigh, but only after one Lawrence Wulley and Helen his wife successfully raised a challenge, claiming three separate parcels of the messuage. Are we looking at a multi-layering of tenants here? Probably so.

It would seem that there might have been some issue with this surrender and regranting of the messuage, perhaps as a result of the Wulley challenge, but perhaps also as a result of possible claims from Percival's wife. On 18 November 1600, Roger Percival, this time with Margaret his wife, 'she being secretly examined by the steward there in the absence of her husband', surrendered the messuage once again into the queen's hands, with the messuage being noted as being 'now or lately in the several occupations of the aforesaid Roger, Richard Sleigh, Lawrence

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<sup>26</sup> Appendix 1, entry 2.

<sup>27</sup> Appendix 1, entry 4.

<sup>28</sup> Appendix 1, entry 10.



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Rully and Helen his wife'. This was made again for the use of Richard Sleigh, and this time no challenges were raised to Sleigh being granted seisin.<sup>29</sup> Richard Sleigh remained in possession of Broadmeadow, for he was styled as '*of Broadmeadowe*' in his will of 17 August 1620.<sup>30</sup>

The other properties are a little more difficult to fully disentangle. One property that is still identifiable on modern maps is Mare Dole. At the court held on 20 June 1581, William Mottram requested a licence to demise to Hugh Sleigh all his part in a close called *le meardole*, and a house pertaining to it 'lying and existing in the fields of *Whittle banke*', to be held by Sleigh for 21 years, and this request was granted.<sup>31</sup> A decade later at the court held on 22 December 1591, William Mottram the elder, presumably the same William who had requested the licence in 1581, appeared in court in person, and surrendered a messuage with appurtenances in *Whittle* into the queen's hands. One half of this was to be to the use of William Mottram the younger, his heirs and assigns, and the other, to the use of the elder William.<sup>32</sup> That this land included Mare Dole is made clear by the challenge process during which Hugh Sleigh claimed a 'parcel of the premises called *Mere Dole*, and his claim, clearly based on the act of 1581, was granted. This would appear to show that Mare Dole was just one parcel of a larger property of the Mottram family in Whittle Bank. The Mottram family and Mare Dole appear once more in the court records. In the court held on 24 June 1595 William Mottram the elder, William Mottram the younger, and Blanche, wife of William the younger, came into court and surrendered property, including 'one parcel of land in *Whittle* called *le Mere dole*' then in the tenure of Hugh Sleigh the elder, to the use of John Buxton.<sup>33</sup> Sleigh once again challenged the surrender and grant, though it is unclear whether this was accepted, and the possession was given to Buxton. That this convoluted court process was a way of a tenant granting sub-tenancies is probably confirmed by the will of William Mottram the elder, dating to 14 January 1602, which describes him as '*of Whytle*'.<sup>34</sup> Mottram is described as a husbandman, and his will shows no evidence of great wealth.

So far we have dealt with properties that, in part, we can still locate on the ground. However the picture becomes far more difficult to resolve when considering the other entries that survive in the Sheen manor court records. The earliest reference in the Sheen manor court relates to the Ward family. At the court held on 31 March 1546, one Hugh Ward came into court and took one parcel of wasteland lying at *Whittle Banke*.<sup>35</sup> This was a small parcel amounting to only one and a half acres, so that if Ward did not already hold land in Whittle, he now had a foothold, if not a residence there. Although we have no record of it, Hugh did come to hold a much larger holding in Whittle. At the court held on the 16 October 1580 it was reported that Hugh Ward had died seised of a messuage in *Whytlebancke*, and of twelve separate named closes there.<sup>36</sup> The court was told that John Ward was son and heir, and was of full age, and he came into court and requested possession of the property, which after due process was granted. We are also lucky to

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<sup>29</sup> Appendix 1, entry 13.

<sup>30</sup> Appendix 7, entry 3.

<sup>31</sup> Appendix 1, entry 5.

<sup>32</sup> Appendix 1, entry 6.

<sup>33</sup> Appendix 1, entry 7.

<sup>34</sup> Appendix 6, entry 3.

<sup>35</sup> Appendix 1, entry 1.

<sup>36</sup> Appendix 1, entry 3.





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have a will for this John Ward, who is described as ‘*of Whitbill Bancke*’.<sup>37</sup> He left a more substantial estate, with few creditors, but numerous debtors, but also seems likely to have left no male heir, only a wife Katherine, and a daughter Parnel, though a brother Thomas Ward of Sheen appears both as a supervisor of the will, and a debtor of the testator. It is possible, therefore, that the Ward presence died with John, though perhaps his daughters husband then became tenant.

Another group of documents links the Ward family, though apparently not the same immediate family mentioned in the previous paragraph, with Whitle. This is a court case in the Court of Common Pleas, dated to 1678 which pitted Ralph Ward, a yeoman, against Ralph Sterndale of Crowdecote, yeoman.<sup>38</sup> Ward claimed he had bought a small parcel of land, and then the entire holding of Sterndale in Whitle valued at £20 from Sterndale, who was Ward’s godfather. The matter was complicated by another case between Sterndale and one Sarah Brund concerning an alleged marriage proposal made by Sterndale to Brunt, as a consequence of which Sterndale had granted his freehold in Whitle to Thomas Lomas of High Needham, and William Harrison of Glutton, yeoman, to avoid any risks to the estate posed by the Brund case. Both Ward’s and Sterndale’s accounts agree on much of the detail, but Ward alleged that Sterndale, Lomas and Harrison were attempting to defraud him, whilst Sterndale alleged that Ward had known he was not buying a present possession. Since there appears to be no conclusion to the case, we cannot know the result, though Sterndale’s actions do seem to have been less than honest in the provisions for the payment of rent. The case does present us with some interesting detail. In the first instance there is reasonably secure evidence of a Sterndale property in Whitle that was sold to Ralph Ward. Secondly, we also have incidental information about a sub-tenant, one Thomas Carder. It is quite probably that this property is the same one held by Hugh and John Ward, since the will of John Ward, as noted above, does indicate that he had no son to inherit. This supposition does have some firm foundations, for in the answers to an inquisition into the state of the manor given in the court of 17 August 1611, one Richard Sterndale and Parnel his wife held a messuage in *Whitbill bancke*, this Parnel in all likelihood being John Ward’s daughter and heir, the Ward property passing to the Sterndales by marriage.<sup>39</sup>

The final property recorded in the Sheen manor court is that of the Needhams. In the court held on 23 January 1597, Robert Needham, esquire, came to court by his attorney and surrendered into the hands of the queen a moiety of a messuage called *Whittle*, to the use of Hugh Manifold and Grace his wife, for their lives, and after their deaths to John Buxton and Grace his wife, that Grace being Maifold’s daughter. This was eventually granted and presumably represented a lease by Needham to Manifold of the property.<sup>40</sup> Only three years later the same Robert Needham came into the court held on 21 October 1600, and surrendered a full messuage in Whitle into the queen’s hands, to the use of Alice Buxton, daughter of John Buxton of Whitle.<sup>41</sup> As the request worked through the process of challenge, Hugh Manifold, Grace his wife, John Buxton and

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<sup>37</sup> Appendix 6, entry 1.

<sup>38</sup> TNA C 6/244/64.

<sup>39</sup> Appendix 1, entry 15.

<sup>40</sup> Appendix 1, entry 8.

<sup>41</sup> Appendix 1, entry 11.



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Grace his wife, challenged this, though nothing was stated to show that the challenge had been accepted, but it was clearly made on the grounds of the 1597 grant. Since Alice was apparently the daughter of one of the parties from 1597, it is a little unclear why this grant was being made. At this same court, Hugh Manifold also came and surrendered a parcel of land called *le Milner Sicbe* 'lying within the fields of Whitle', to the use of Roger Percival.<sup>42</sup> This was presumably a parcel of the land leased to him by Needham. With three transactions in as many years already relating to the Needham property, the family concluded their business with a surrender made by Robert Needham, esquire, and Sir Robert Needham, kt, his son and heir apparent, at the court held on 20 October 1601. The surrender was made to the use of Thomas Needham, esquire, younger son of Robert Needham, the esquire. That this was once again the same property is made very clear by the challenge made by the Manifolds and Buxtons. It is likely that the Needham interest was soon bought out, for the answers provided by the jurors in the inquisition enrolled on the court roll for 1611, and a slightly later rental of 1617 record the property as held by the Manifolds, and not the Needhams.<sup>43</sup>

What this leaves us with from the duchy of Lancaster court rolls of the manor of Sheen is a complex pattern of leases and sub-leases executed through the manor court. The records tell us that, in addition to Broadmeadow and Mare Dole, the properties of the Sleigh and Mottram families respectively, there were also two other properties, one of the Ward family subsequently passing to the Sterndales in the early-seventeenth century, and the other of the Needhams which appears to have passed to the Manifolds. That there were indeed four properties that belonged to the manor of Sheen in Whitle is almost certainly confirmed in the set of answers provided by the jurors of the court to the inquisition into the state of the manor of 1611 already referred to above, and also by the rental of 1617.<sup>44</sup> The questions conclude with a detailed summary of the copyholders of the manor, and the group of properties relating to Whitle begins with that of Richard Sterndale and Parnel his wife. In this entry only is Whitle specifically mentioned, but we can have little doubt that the three following properties are also in Whitle. The first of these was held by Hugh Manifold, about whom we are told that he came from East Longnor Edge, so was not a native of Sheen, if still a local, and was, therefore, the Needham property, the second by William Mottram, and therefore Mare Dole, and the third by Richard Sleigh, and therefore Broadmeadow. Most of these entries also give boundary details which clearly help tie the properties together, giving the boundaries on the four cardinal points of the compass. If we accept that there is an error in the Sterndale account, which is missing one of the four boundaries, and that the reference to the boundary of the property of Hugh Manifold should be on the east and not the west, then we are able to reconstruct the approximate location of the properties.<sup>45</sup>

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<sup>42</sup> Appendix 1, entry 12.

<sup>43</sup> Appendix 1, entries 15 & 20.

<sup>44</sup> *ibid.*

<sup>45</sup> The boundaries in all but the Sterndale entry give all four boundaries in a sequence east, west, north, south. The Sterndale one gives no eastern boundary, and runs otherwise in a sequence of west, south, north. Since Hugh Manifold's boundary description locates Sterndale's property to the west, and Sterndale's also locates Manifold's to the west, it is difficult to see how both can be accurate, and an error in the Sterndale description mistaking east for west for the Manifold property allows some basic sense to be extracted from the record





<b>North – River Dove</b>				
Richard Sterndale and Parnel his wife	Hugh Manifold of East Longnor Edge	William Mottram	John Harpur, Kt	Richard Sleigh
<b>South - Commons</b>				

The suggested reconstruction of the boundaries given in Appendix 1, entry 15.

The rough arrangement given in the table above does present some problems, since Whitle does not run on a perfect north-south axis, but rather a north-west – south-east axis, but the river Dove does allow us to firmly fix one boundary, the north in the answers to the inquisition being north-east. That would leave the commons being the valley side, and the land above the valley to the south-west. The overall pattern fits well with what we can still see on the ground with the surviving farmsteads all being located on the edge of the old arable fields just a little above the foot of the valley side, and stretching up the valley from Broadmeadow to Upper Whitle. However the sequence of properties does not easily fit what we now see on the ground. Since we are reasonably certain that the properties of the Harpur Crewes can be identified with the site now known as Under Whitle with its existing buildings, and with the ruined property with a cellar that formed one of the targets for this project’s archaeological work, and since we are very clear that the Sleigh property is Broadmeadow, the Mottram property, which included Mare Dole seems to be out of place in this sequence. It is, therefore, very difficult to have full faith in the boundary descriptions, but we do have the evidence to show that we are now missing one farmstead altogether from those that existed in the late sixteenth century and early seventeenth century.

The rental of the copyholders made in 1617 also might give some indication about the size of the properties.<sup>46</sup> The properties are clearly identifiable near the top of the list, and give rental values for both of the properties of Richard Sleigh and Richard Sterndale as 13s. 4d., and for both of the properties of William Mottram and Hugh Manifold of 7s. 3d. This would suggest two large roughly equal properties, and two smaller properties, again both equal, at about half the size of the larger ones. Since we appear to have lost one property in Whitle between the early-seventeenth century, and the early-nineteenth century, and since on the suggested reconstruction of boundaries above based on the details from the answers to the inquisition place the two smaller properties adjacent to each other, perhaps the missing property might be found in a merger of the Mottram and Manifold properties, so that our missing property was absorbed into Mare Dole.

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<sup>46</sup> Appendix 1, entry 20.



## Conclusions

The archive research has been very fruitful and productive, identifying and analysing a wide range of records. Of particular value has been the archive of the Harpur Crewes at Derbyshire Record Office, where the wealth of estate records that the family had preserved permits a fairly complete tenurial history from the late fourteenth century up until the early nineteenth century. More tantalising have been the records of the courts of the manor of Sheen when it was part of the duchy of Lancaster. Although every bit as detailed as the court records that we have for the lordship of Alstonefield, their comparatively short chronological coverage, and the lack of other estate records to supplement and complement them has given us a far shorter window to view the Sheen manor properties at Whitle.

That being said, we are able to build up a reasonably solid picture of the development of Whitle. Whitle's origins are lost to us for the earliest reference to Whitle is from 1404-5. Since we know that the land colonisation there is unlikely to have happened recently, the probable origins lay in the thirteenth century or perhaps earlier.<sup>47</sup> That Whitle was divided between two separate lordships, that of the manor of Sheen to the south of Whitle, and the more substantial lordship of Alstonefield which included Alstonefield, Warslow and Longnor, and surrounding the manor of Sheen, might well indicate a more interesting and complex origin of Whitle. The division might well be the result of Whitle being a peripheral piece of land well away from the nucleated settlement and fields of the nearest centres at Sheen and Longnor, and that the settlement of Whitle was piecemeal with settlers coming both from the jurisdiction of the lordship of Sheen, and from that of the lordship of Alstonefield, perhaps from Longnor. Since we lack the very early evidence this must remain to a certain degree conjectural, but the division between lordships does tend to speak for itself about those origins.

The development of Whitle led to the establishment of six separate properties in Whitle. Two of these belonging to the lordship of Alstonefield, and ultimately came into the hands of the Harpur Crewes in the later sixteenth century, and were tenanted by the Horobin and Harrison families from the sixteenth to nineteenth centuries. The other four belonged to the lordship of Sheen and included Broadmeadow forming the southern boundary of Whitle, Mare Dole, and two other unidentified properties. In the later sixteenth century Broadmeadow came into the hands of the Sleigh family, Mare Dole into the hands of the Mottram family, and the other two being the property of the Ward/Sterndale family, and the Needham/Manifold family. Whilst it would seem that the Harrisons and Horobins might well have actually occupied their properties themselves, the properties of the lordship of Sheen provide substantial evidence of sub-letting, the Mottrams to the Sleighs and Buxtons, and the Needhams to the Manifolds and Buxtons. Later evidence from the court case between the Wards and Sterndales shows that that property was also sub-let.

The evidence for the acreage and rents paid by the Harpur Crewe properties shows that the rents steadily rose from the sixteenth century onward, and that by the eighteenth century the acreage

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<sup>47</sup> The presence of the motte and bailey of Pilsbury castle just across the river Dove in Derbyshire provides strong evidence of settlement and routeways in the area, the castle dominating the Dove valley.



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had dramatically increased. It seems likely that this was the result of the enclosure of the commons and waste on the valley side and above the valley, since the acreages increased from the high twenties in the 1630s, to 50 plus acres by the late eighteenth. Unfortunately we do not have the comparable figures for the Sheen lordship properties, but the tithe survey of 1845 does clearly demonstrate that the five surviving Whitle properties shared in the lands both in the valley floor and on the sides and above the valley, so that the increase in acreage must have effected the properties of both lordships.

By the nineteenth century the Whitle lands were almost entirely pasture and meadow, but this had not always been the case. The valley floor was primarily arable, with field systems that were in part held in common. With the discovery of the division of the Whitle area between two lordships, it would be very interesting to know if the common fields had intermixed strips of the two lordships, or whether the fields were kept strictly separate. The Lidar survey completed for this project shows extensive ridge and furrow, but our lack of information, particularly from the Sheen manor lands, makes it difficult for us to say much more. More is said about agriculture in Whitle in a subsequent chapter.

The study of Whitle has identified important evidence, and enabled a better and more nuanced understanding of the establishment and development of the area. The properties that emerged in this section of the Dove valley, the people that held them, and the way that they lived have become a little clearer to us.



## 2

### The Whitle Place-Name.

At first glance the origins of the place-name ‘Whitle’ seem very straightforward. The name would appear to be of one of two forms. The first places the name in the same family as the various ‘Whittle’ place-names familiar in North-West England, and indeed that form does appear three times in records in the late sixteenth and seventeenth centuries for Whitle.<sup>48</sup> The Old English -*hyll* element would, therefore, give the place-name the meaning of ‘White Hill’.<sup>49</sup> The other places the name in the family of the various ‘Whitleigh’/‘Whitley’ place names, linking the ‘White’ element with the Old English -*lēab* element denoting woodland clearance, and indeed, this form does appear twice in the surviving place-name evidence, once in a more certain example from 1533-8, and once later in a more problematic reference of 1599.<sup>50</sup> Although neither of these alternatives can be discounted, especially the former with the preponderance of limestone outcrops in the area, there seems little evidence of woodland clearance names elsewhere in the area, or any particularly prominent outcrop that might lend itself to the ‘White Hill’ form, and indeed the topography of the Staffordshire side of the Dove valley forms more of an even valley side than that of the Derbyshire side, with the two main hill tops at Knowsley above the Boothlows, and at Sheen Hill, being well above the area associated with Whitle. That the name might perhaps be more complex is revealed by an examination of the various forms of the name from the surviving records from the early fifteenth century onwards.

#### Whitle Forms

<i>Quittall</i> -	1429-30 (DRO D2375/A/5/1/1/1)
<i>Quityll</i> -	1436-7 (DRO D2375/A/5/1/1/1)
<i>Qnyttall</i> -	1429-30 (DRO D2375/A/5/1/1/1)
<i>Whitehill</i> -	1632-3 (DRO D2375/E/S/1/1)
? <i>White Leys</i> -	1599 (TNA DL 30/52/648)
<i>Whitelow</i> -	1766, 1778, 1779, 1781, 1801, & 1802 (Sheen Parish registers)
<i>Whitbull</i> ’ -	1450-1 (DRO D2375/A/5/1/1/1)

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<sup>48</sup> Ekwall, E., *The Concise Oxford Dictionary of English Place-Names* (Oxford, 1936), 489-90.

<sup>49</sup> Gelling, M., *Place-Names in the Landscape* (London, 1984) 168-172.

<sup>50</sup> Gelling, *Place-Names in the Landscape* 198-207. The later sense of this place-name element can also be ‘pasture, meadow’.



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<i>Whitle</i> -	<b>1600</b> (TNA DL 30/52/651); <b>1791, 1794</b> (Sheen Parish registers); <b>1836</b> (Staffs Wills); <b>1837</b> (Staffs Wills); <b>1844 &amp; 1847</b> (Sheen Parish registers)
<i>Whitle, Under</i> -	<b>1755, 1757, 1810, &amp; 1811</b> (Sheen Parish registers)
<i>Whittall</i> -	<b>1404-5</b> (DRO D2375/A/5/1/1/1); <b>1414-16</b> (DRO D2375/A/5/1/1/1)
<i>Whittell</i> -	<b>1539</b> (DRO D2375/A/5/1/1/2); <b>1566</b> (DRO D2375/A/5/1/1/2)
<i>Whittells</i> -	<b>1533-8</b> (TNA C1/811/19)
<i>Whittle</i> -	<b>1517</b> (DRO D2375/A/5/1/1/2); <b>1591</b> (TNA DL 30/52/647)
<i>Whytell'</i> -	<b>1505</b> (DRO D2375/A/5/1/1/2); <b>1533-8</b> (TNA C1/811/18)
<i>Whytle</i> -	<b>1602</b> (Staffs Wills)
<i>Whyttell</i> -	<b>1496-7</b> (DRO D2375/A/5/1/1/2)
<i>Whytyll</i> -	<b>1430</b> (DRO D2375/A/5/1/1/1)

**Whitle Bank Forms.**

<i>White Banck</i> -	<b>1632-3</b> (DRO D2375/E/S/1/1)
<i>Whitle Banck</i> -	<b>1680</b> (DRO D2375/E/L/3/14/2)
<i>Whitle bancke</i> -	<b>1601</b> (TNA DL 30/52/651)
<i>Whitle banke</i> -	<b>1581</b> (TNA DL 30/51/631)
<i>Whitehill bancke</i> -	<b>1611</b> (TNA DL 30/52/651)
<i>Whiteley banke</i> -	<b>1533-8</b> (TNA C1/811/20)
<i>Whithill Bancke</i> -	<b>1592</b> (TNA PROB 11/82/171)
<i>Whittell Bancke/Whittell banke</i> -	<b>1572</b> (DRO D2375/E/L/3/2/13); <b>1581</b> (DRO D2375/E/L/3/2/5)
<i>Whittle Bancke</i> -	<b>1572</b> (DRO D2375/E/L/3/2/13); <b>1581</b> (DRO D2375/E/L/3/2/5); <b>1611</b> (DRO D2375/E/L/3/2/5); <b>1618</b> (DRO D2375/E/L/3/14/1)



*Whittlebancke* -

**1580** (TNA DL 30/51/631)

The evidence of the surviving place-name forms indicates that the modern spelling of the name only occurs from 1600 onwards, with only two earlier forms with the variant *-ttle* only appearing in the sixteenth century. Indeed, there is quite a bit of variety in the forms of the place-name before and after 1600. The earliest surviving form of the place-name from 1404-5 is *Whittall*, and the earlier forms of the name after this first reference favour the *-all*, *-yll*, *-ell*, and *-le* forms with one early form from 1450-1 giving *-hull*. It is possible that this isolated *-hull* form provides the clue. Usually one might expect this to be more closely linked to *-hyll* forms such as with Hockenhull in Cheshire, and Patshull in Staffordshire, but once one takes into account the number of *-all* forms, might this *-hull* form be related to the Old English form *-halb* instead? *-halb* gives rise to some *-ball* forms, and also to *-all*, and *-haugh* forms, and this might well be the way forward. This has a variety of meanings, but is most commonly associated with valleys, and can be found in the modern Derbyshire place-names of Bonsall near Matlock, and Chunal near Glossop. If this interpretation is right, then it would seem to fit the topography of the area well, though the explanation of the ‘white’ element is a little more difficult to pin down, for no particular feature now visible seems prominent enough to have given ‘white valley’ its name.<sup>51</sup>

The references, and late ones at that, to a *-low* variant for Whitle, dating to the period 1766-1802 seem to be completely out of place. Had these appeared amongst the early forms, they would have offered an alternative to the suggestions made above. *-low* forms come from the Old English *blāw* and it generally refers to a ‘tumulus, hill’. However, this does not usually refer to a natural feature, but rather to artificial mounds made by the Anglo-Saxons, and less commonly for those of earlier peoples.<sup>52</sup> Given the preponderance of neolithic mounds in the area, an early occurrence of the form would have indicated the possibility that a prominent manmade mound as being responsible for the place-name of the area, but since the only references are to the later eighteenth century and very early nineteenth century, this form would seem likely to be a clerical quirk, and nothing more.

The place-name evidence also indicates that there was some considerable change in the standard usage over time. As we have seen above the early forms of the name lean towards the modern form of the name, with the area simply being called *Whittall*. However, by c. 1533 this more simple form was giving way to the various forms of ‘Whitle Bank’. Although, the simpler form never completely falls out of usage, the ‘Whitle Bank’ form dominates until c. 1630, with the last identified usage of the form occurring in 1680. Thereafter the place-name reverted to the simpler form, with the modern spelling. By the mid eighteenth century the differentiation of the farmsteads in the Whitle area had apparently emerged with ‘Under Whitle’ being used in the parish registers several times from 1755-1811. With the appearance of ‘Under Whitle’, the existence of ‘Upper Whitle’ must also be silently acknowledged.

This change in the name of the area is rather difficult to account for. Although the emergence of ‘Whitle Bank’ might well simply be a recognition that the known farmsteads were all to be found

<sup>51</sup> Gelling, *Place-Names in the Landscape*, 100-111.

<sup>52</sup> Gelling, M., & Cole, A., *The Landscape of Place-Names* (Stamford, 2000), 178-80.



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on the lower sections of the valley side that rises up onto what was Sheen Moor, it seems likely that the farmsteads were always in or around the currently known sites, so that the necessity for the change remains unclear. The possibility that the acquisition of the parts of Whitle held from the lordship of Alstonefield by the Harpur-Crewe family in the later sixteenth century, influenced the name must be discounted since the earlier usage of the 'Whitle Bank' form occurs in the records of a case in the Common Pleas held in London between two members of the Horobin family in 1533-8, and in the duchy of Lancaster manorial records for the manor of Sheen well before that acquisition.





### 3

## **Landscape, Land-Usage and People.**

The Whitle section of the Dove valley today offers a varied landscape. The valley bottom consists of open pasture, with the fields divided by manmade fences, and with numerous trees marking the lines of former and current fences, that presumably were once hedgerows. The slopes of the valley side must once have been open pasture, but are now increasingly populated by scrub and trees. At the top of the valley side the scrub again gives way to open pasture. However, the landscape would not always have looked this way, or been dominated by pasture.

The landscape that we see today seems to have emerged in the earlier part of the nineteenth century. By the time of the tithe survey of 1845 only seven fields out of well over one hundred fields and enclosures were defined as arable.<sup>53</sup> The majority of the rest were defined as pasture or meadow, with only a few smaller parcels set aside as tree plantations. That this was a relatively recent change can be discerned from two very different sources. The first of these is the evidence from the will of Thomas Sheldon of Mare Dole, husbandman of 6 January 1789.<sup>54</sup> In this will it is clear that Sheldon was involved in both pastoral and arable agriculture. One of the substantial bequeasts is to his eldest son Matthew Sheldon, to whom he left three cows, and two calves, one of the cows to be chosen by Matthew from his father's stock, indicating a larger herd of cattle. But in addition he also left a plough, a harrow and the gear for two horses. It would seem from the description that these all might relate to Thomas Sheldon's property at Sheen Hill and not Mare Dole, but even if this was the case, that Sheldon was clearly involved in both arable and pastoral farming there provides a strong indication that he was also doing the same at Mare Dole, since Sheen Hill is at a higher altitude above the valley, and surely less suited to arable farming than Mare Dole.

The other evidence comes from the Lidar survey undertaken as part of the Peeling Back the Layers project itself. The quality of the survey is such that it is quite clear that the entire bottom of the valley has been subject to arable agriculture at some time. The clearly discernible evidence of ridge and furrow throughout the valley base provides strong evidence. However, although some of this is clearly not medieval in nature, being far too regular, and perhaps the result of steam ploughing, much of it does have the irregularity in the width of the ridges, and the curved outline characteristic of medieval ploughing, which indicates that the core lands of the holdings were originally arable.<sup>55</sup> The Lidar survey also revealed that the arable was not limited to the valley bottom, but also extended onto the flatter land above the valley sides, land that had probably been part of the later planned but apparently unrecorded enclosure of Sheen Moor. The dating of ridge and furrow can be notoriously difficult, and the pressures on farmers to produce crops during the shortages resulting from the Napoleonic wars and the blockade of European ports, certainly saw much virgin land put under the plough, as well as the fresh

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<sup>53</sup> Lichfield Record Office, Sheen Tithe Award B/A/15/656, and Sheen Tithe Map B/A/15/276.

<sup>54</sup> Staffordshire Dioceses of Lichfield and Coventry wills and probates 1521-1850.

<sup>55</sup> Aston, M., *Interpreting the Landscape: Landscape Archaeology and Local History* (London, 1985), 120-37.



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ploughing of land that had not been ploughed for generations. But following the end of the war, and the opening up of trade again with Europe this pressure slackened. It would seem likely that in the Whitle area arable farming continued into the early- nineteenth century, perhaps receiving a boost from the effects of the Napoleonic war, but that after this date there was a fairly rapid shift to a largely pastoral economy, perhaps coinciding with the sale of the Harpur Crewe estate lands in Whitle in 1818. That Lidar survey provides substantially more information about the extent of arable in, confirming the observations and conclusions made in the survey made by Jim Rylatt in 2006.<sup>56</sup> This would suggest that Whitle in the medieval period was farmed predominantly as arable, and that this was eventually abandoned in favour of pastoral farming, with the inevitable upheaval as a system perhaps of co-operative open field arable was replaced by pastoral farming in severalty.

The earlier evidence is far more problematic. Looking at the tithe map in particular it is very clear that there was some sort of common field system, albeit very rudimentary in operation at Whitle. Two separate groups of fields were evidently divided into strips, and shared between the tenants. The first of these, the 'Main Piece' group (See Map 2 below) is very well preserved, with surviving strips still apparent shared between several tenants. It is called the 'Main Piece' group because five of the fields making up the group bear the same name.



Map 2. The 'Main Piece' group of fields: The narrow, closely packed strips are clearly indicative of the surviving remnants of a small common field, not only preserved in the strips themselves, but in their division between two different owners, and three different tenants.

<sup>56</sup> Rylatt, J., *Under Whitle, Sheen, Staffordshire: Archaeological Field Survey for the Peak District Environmental Quality Mark Scheme* (2006).



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The other group of fields, the 'Castle Flatt/Whitle Field' group (See Map 3 below) is far less well preserved on the ground, consisting of a group of six fields that were presumably once divided further. The fields named Castle Flatt and Castle Meadow would seem to take their name from the close proximity to Pilbury Castle across the river Dove. The field called 'Whitle Field' is far more suggestive of a common field, and might well have been the original name for this small common field. That this was a common field is further supported by the evidence from the survey of William Senior produced in 1632-3 for Sir John Harpur of his estates. This records five 'places and four 'doles' in *Whitehill* and *meane Whitehill*, two separate parcels in *Breach Landes*, and one piece of land and three doles in *Castle Flatt*. The names survive until the time of the tithe survey, but the parcelling has disappeared.



Map 3. The 'Castle Flat/Whitle Field' group of fields: This group up of fields with the name Castle Flat, Castle Meadow, and Breach Landes, and evidence from the seventeenth century shows considerable sub-division, no longer visible by the time of the tithe survey in 1845.

The Senior survey also indicates that much of this was still being specifically farmed as arable, and had not been converted to pasture. That this was the the case should be no surprise, for farms had to maintain a high level of self sufficiency, and in most of the leases executed by the Harpur Crewes in the seventeenth century of their Whitle lands, the provision that the tenant had to grind his corn and malt at the seigneurial mill in Longnor was written into the lease. It seems likely therefore that the Whitle farms, from their creation were essentially arable enterprises.



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But this was not the whole picture, for although the farms had a strong arable focus, they must also have had a pastoral side. What is easy to forget when one gazes across the field pastures at Whitle is that the tenants also had access to substantial stretches of moorland for grazing and for resources. The land at the top of the valley side where High Sheen Farm, Fernyknowle, Race House, Ball Ridge Farm and Top Farm are, are almost all certainly later insertions into what was Sheen Moor. The importance of this resource before its enclosure is amply attested in the manorial court rolls for Sheen manor in the sixteenth century. On the court roll of 7 October 1575 Sampson Beresford, esquire, was fined for incroachments of the waste of the queen (*incrochavit de vasto*). At the same session Henry Cocke and Thomas Percivall were fined 12d. each for being trespassers on the commons (*est trangressorem in les Commons*). On the court roll of 20 June 1581, William Mylward, George Knowles, Henry Buxton, John Beresford, Richard Hyme, and Richard Johnson were each fined 2d. for being trespassers on the commons of the manor (*sunt transgressores super le Commons istius Manerii*).<sup>57</sup> If we take the court roll of 20 October 1601 John Foole, Robert Bullocke, George Millwarde, Thomas Burche, wife Slacke, John Burnett, William Gillman, John Mastand, Richard Hyme, and John Buxton were each fined the same sum of 2d. for trespasses they had made on the waste of the queen (*transgressorem est super vastum*).<sup>58</sup> More detailed and varied entries relating to abuses of the commons can be found on the court rolls for 9 October 1574, and 21 April 1575. At these courts Henry Wheldon and William Bagshawe were fined 3s. 4d. each for digging in the wastes without licence (*foderunt in vastis sine licencia*), and William Buxton 12d. for digging stone there without licence as well (*fodit Saxa in vastis predictis sine licencia*).<sup>59</sup> George Knowle, William Buxton, William Mylward and William Mylward of Longnor were fined as oppressors of the commons of the manor, and fined 12d. each. The commons and wastes were clearly an important asset that could be and were exploited, but were open to abuse by unlicensed incroachments and activities there. None of the known tenants of Whitle, either of the Harpur Crewe portion, or the Duchy of Lancaster portion seem to have been fined for activities there, but the names noted above do suggest that the same families were responsible for the abuses, and their repeated actions almost suggest that the fining was treated as a means of licencing in its own right.

A picture begins to emerge of open arable fields at the valley bottom, and with commons and wastes on the valley sides and above the valley, but some further evidence suggests that the landscape must have been very open indeed, and sheds further light on the use of the commons and wastes. At the manor court held on 7 August 1611 the jurors had evidently been ordered to answer a series of articles and directions which in effect asked them to provide a survey of the state of aspects of the manor and those holding land within it. As part of this the answers to the third article are of particular interest:

*Item to the third Article we say [the jurors] that we have no timber or wood within the said Mannor either upon our Comons or wastes or Copybould landes the same beinge moste of it cold stonie barren ground without wood or coale to yeald them fuell and therefore we ar[e] driven to use*

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<sup>57</sup> TNA DL 30/51/631.

<sup>58</sup> TNA DL 30/52/651.

<sup>59</sup> TNA DL 30/51/631.



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*turbary and digg turves and soddes upon the moores and with great labor and charges convert the same to fuell, being hardly worth the charge if otherwise we could helpe it.*

*Towching the matters of this Article we can saie litle more then above we have presented concerninge some effectes of the same, saveinge that we saie there is a small barren rotten and course stonie como[n] o[r] waste groundes belonginge to the said Mannor and serveth for litle but for digginge of [...] and turves and lieth so in holes barren stones and sitches of myre that we cannot Certenly acie valem or esteem the same, Nether do we thinke that anie parte or parcell thereof may be improved or enclosed without the utter undooinge his Majesties poore tenantes and subjectes within the said Mannor who have there hel[p] for fuell as aforesaid And say that in the tyme of winter the same is so weeke and could and comonly so troubled with wyndes frostes and snow as Cattell cannot indure to stand thereupon Nether is there anie woodes thereupon which this also that his Majesties Copieholders and freeholders within the said mannor have and do use <and> clayme Comon of turbary and pasturinge for all their cattell in and upon all the said wastes and Comons and also libertie to take stonne (though the same be [...]) to build and repaire their [...] and cottages and to fence their groundes withhall.<sup>60</sup>*

If the area had been rich in timber, by the beginning of the seventeenth century the trees were largely gone, a fact that might explain the need for the numerous tree plantations evident by the time of the later tithe survey map. This lack of timber must have made the landscape open, and it would seem that the fields in part at least were enclosed with stone walls rather than hedges, though evidence for this at Whitle at least is lacking. With no timber the tenants were forced to resort to the digging and burning of turves from the moor, a labour intensive and unrewarding alternative to wood and coal. The poor quality of the wastes is emphasised by the jurors, indicating that it was unsuitable for enclosure, as well as depriving the poorer tenants of the resources they needed to survive. The incidental reference to pasturing indicates that the tenants who had livestock, had only cattle. The jurors, who after all were tenants, had a vested interest in not painting a too glowing picture of the situation in the manor of Sheen, but we must lend some weight to their description of the hard life that the tenants endured, even if they may have exaggerated the situation. We really must see Whitle in particular as a marginal place to live, with the tenants surviving on a mixture of arable, the pasturing of cattle on the moor, and the exploitation of the moors, commons and wastes, to make ends meet.

The work of Christopher Dyer has gone some way in setting out the difficulties of the medieval peasantry in making a living. Although his analysis is of course handicapped by the evidence and sources that are available, he has shown that in the period from the thirteenth to fifteenth century the lot of the medieval tenant underwent a quite considerable change.<sup>61</sup> Up until the first half of the fourteenth century, population had been growing, with new land colonised and brought into cultivation, and with holdings becoming smaller in size, so that small holdings proliferated. Since labour was cheap, these smallholders struggled to make ends meet, and the run of poor harvests from 1315 onwards, and the effects of the Black Death dramatically

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<sup>60</sup> TNA DL 30/53/657. For further extracts from the survey, see Appendix 1, entry 15.

<sup>61</sup> Dyer, C., *Standards of Living in the Later Middle Ages: Social change in England c. 1200-1520* (Cambridge, 1989), cf. ch.5, 107-50.





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reduced the population. From this point onwards holdings became larger, and whilst tenants might still ultimately have had little more money with the fall in the prices of agricultural produce, their standards of living rose because they could produce more on their larger holdings, as well as fertilise their lands better, with the pasturing of the increased numbers of livestock on the fallow arable, the arable acreage having shrunken with the population.

Dyer's work inevitably focused on central and southern England, and he dealt with holdings in yardlands, or portions, usually halves (an oxgang), of them, a yardland amounting to about 30 acres. In Whitle our knowledge of the size of the holdings is patchy. Our evidence comes exclusively from what became the Harpur Crewe estate in Whitle, and the earliest recording of the size of one of the two holdings dates to 1414-16, when the holding of Alice, widow of William Fox was given as a messuage with 21 acres.<sup>62</sup> By 1611, leases to William Horobin and Abraham Harrison gave the holdings as a messuage and 28 acres, and a messuage and 30 acres respectively.<sup>63</sup> By 1680 the Horobin holding had increased a little to 32 acres, but suggesting that both holdings remained fairly stable in size from the early-fifteenth century until the end of the seventeenth century, assuming that the holdings had remained essentially the same. We have to wait until 1810 for the next indication of the size of the holdings, when a rental recorded the holding of Abraham Harrison as 50 acres and 2 roods, whilst John Horobin's holding amounted to 52 acres, 2 roods.<sup>64</sup> The analysis of the size of the holdings obviously relies on many assumptions, in particular that the core lands held by the tenants remained essentially the same, which, of course, it is difficult to say, though a comparison of field names from the survey of William Senior survey in 1632-3 with that of the tithe survey of 1845 suggests that this might be correct. It also makes the assumption that the assessment and measuring of acreages is reliable. We can have a little more certainty about the measurements from the seventeenth century onwards, but the reference from 1414-16 is impossible to assess. However, if we do place some faith in the figures, it would seem that the Whitle holdings of what became the Harpur-Crewe estates were not insubstantial, halfway between Dyer's yardland and oxgangs. A farm in a valley in the moorlands of Staffordshire was unlikely to be as productive as the holdings studied by Dyer, but equally, as we have seen, the Whitle tenants must have run mixed farms with arable, livestock and access to the waste. If Dyer's tenants, by the fifteenth century, were getting by with a little surplus, and a better standard of living than in the early thirteenth century, then those at Whitle might also have been a little better off, though probably experiencing a harder existence in the harsher environment of north-east Staffordshire.

Attempting to assess the actual situation of the families that held land in Whitle is exceptionally difficult principally because we have only sketchy evidence from wills from the late sixteenth century onwards, and it is difficult to know whether those tenants who did hold at Whitle, also held land elsewhere, though it seems that the Harrisons, Horobins and Wards at least did do so. What little evidence we do have suggests that those holding land at Whitle were of the status of yeoman or husbandman, but that their wealth differed quite considerably. In the will of William

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<sup>62</sup> TNA D2375/A/S/1/1/1. For a calendar of this entry, see Appendix 3, entry 2.

<sup>63</sup> DRO D2375/E/L/3/2/5. For a calendar and full edition of Horobin's lease, see Appendix 5, entry 3; & DRO D2375/E/L/3/2/5. For a calendar and full edition of Harrison's lease, see Appendix 5, entry 4.

<sup>64</sup> DRO D2375/E/R/5/153, see also Appendix 10.



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Mottram dating to 14 January 1602, we seem to have an example of a farmer with few resources. He died with confessed debts of £1 6s. 5d., and left the sum of 3s. 4d. to Reynold, one of his sons, and only 12d. to John, Thomas and Robert, three other sons. His eldest son, another William, received an old pot and pan, and a coat, whilst his daughter received a pewter dish and *chandeler*.<sup>65</sup> In contrast the Ward family disposed of far more wealth. John Ward of Whitebank, yeoman, in his will of 24 April 1592, recorded debts owed to him of £49 16s. 8d., and acknowledged a single debt of 42s.<sup>66</sup> Thomas Ward of Sheen, yeoman, in his will of 5 December 1659, left a marriage portion of £220 for his daughter Dorothy.<sup>67</sup> Since all of these wills are relatively short and give no indications of the lands held by the testator, and estates and goods and chattels might well have already been settled before the making of the will by other means, relying on the wills is dangerous. What the evidence above might well show is the difference between Mottram, a farmer whose holding in White was his sole holding, and the Wards, who we know did hold lands elsewhere in the manor of Sheen, and probably beyond.

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<sup>65</sup> Appendix 6, entry 2.

<sup>66</sup> Appendix 6, entry 1.

<sup>67</sup> Appendix 6, entry 4.





## Appendix

### Whitle Records.

In the course of the project several record offices were visited by this researcher and by the volunteers. There were four record offices that required to be visited to complete the primary archive work, three of which were local, and the fourth national. Because the records that were identified as relevant and requiring consultation related to lay lordship, government administration, and to church records, principally parish records, the records were spread over several archives, with surprising finds. The local archives were Staffordshire Record Office in Stafford (SRO), Derbyshire Record Office at Matlock (DRO), and Lichfield Record Office (LRO), and the national one being The National Archives at Kew (TNA).

After preliminary work undertaken by this author at DRO and LRO and through the interrogation of the online catalogues of both offices, in late 2015 and January 2016, the relevant material that required consultation was identified, and several research visits were made by the author and the volunteers, sometimes together, but sometimes separately. Following an initial visit to DRO in January 2016, two further visits were held to there on 1 and 15 February. Two visits were also made to LRO on 2 and 16 February. Further visits were held throughout the spring and early summer of 2016. The visits to DRO have been particularly well attended, with the volunteers taking over most of the search room, and undertaking a lion's share of the records work there. The final archive visit was made by this author to TNA in September 2016 which found important manorial and legal material hitherto little or only poorly known.

The records summarised, calendared and edited in the following appendices were produced by this author and by the valuable and enthusiastic work of the volunteers who donated their time and skills to extract data, and to produce transcripts. Without this help it would be undoubtedly be the case that the material covered would have been significantly short of what was really required. The records in the form that they appear in the appendices is ultimately this authors responsibility, and any errors must rest at his door, but it retains a very high percentage of volunteer work.

The appendix exists not only as a references work for the preceding report, but also as a resource book for those who continue to work on Whitle and Sheen.



## **Appendix 1: Duchy of Lancaster Records.**

The duchy of Lancaster records at The National Archives have provided extensive evidence for properties in Whittle held from the manor of Sheen. The record included in this appendix include eighteen calendar entries drawn from the surviving manorial court rolls for the manor of Sheen (1546-1620/1), an indented agreement for the sale of the manors of Sheen and Hartington (1476), and a rental of the manor of Sheen (1617).

Unlike the Whittle properties held from the lordship of Alstonefield (see Appendix 3), the manor court records cover are of a far shorter duration. The seventy four years that they cover are accounted for by the short period that the manor had been in the hands of the Crown, the purchase being by the indented agreement of 1476. The records themselves are similar in many respects to the entries found in the Alstonefield court records. They mainly concern surrenders of properties into the hands of the lord, and its regrant to the same individual or others under new terms, usually with a fine being made. That the transfers were being recorded on the court roll indicates the land being copyhold. The lord to whom the surrender was made in these entries was for most of the entries Queen Elizabeth I, though a few of the entries carry over into the reign of her successor, James I. For some of the period the manor had evidently been farmed by individuals who paid the lord a fixed fee and then kept the profits of the manor for themselves, with the names of George, earl of Shrewsbury, and Henry Cavendish, esquire, appearing in the entries extracted for the 1570s and 1580s.

Although the surrenders of the properties resembled those made at the Alstonefield court, there were some important differences that afford us additional information. Whereas at Alstonefield the properties appear simply to have been surrendered and regranted, the process in the Sheen court was for proclamations to be made at three courts following the surrender, to allow any challenges to be made to the proposed grant. As we can see from the entries that follow, these did often occur, though they seem to have been predominantly made by those with genuine interests in the properties as sub-tenants. Indeed the existence of sub-tenancies, and their creation by surrenders made into the court are a common occurrence in the following entries, such as in entry 5 by William Mottram to Hugh Sleigh (1581), and in entry 8 by Robert Needham to Hugh Manifold.

There are also answers to an inquisition amongst the court rolls, part of which is calendared here. This gave answers about the general state of the manor of Sheen, but also listed out with some detail the copyhold tenements of the manor (entry 15).

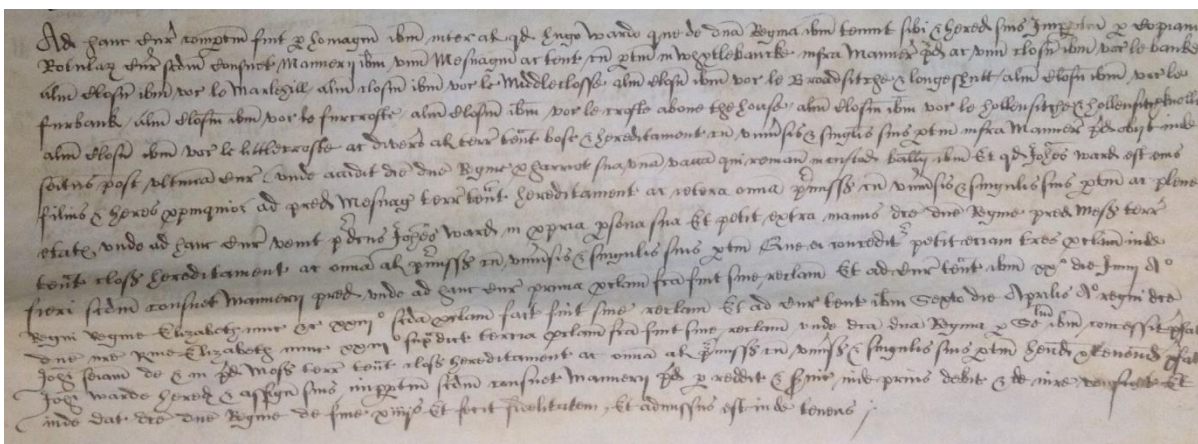
The agreement for the sale of the manors of Sheen and Huntingdon can also be found in this appendix as entry 19. The document is not only interesting because of its marking of the passage of the manor of Sheen to the Crown, but because of the detailed arrangements made for that transfer, involving the queen, the cardinal archbishop of Canterbury and the bishop of Lincoln. It is unclear why, following the purchase, the manor became part of the duchy of Lancaster,



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though this might perhaps relate to the quantity of duchy land in the area focused on the administrative centre of Tutbury Castle.

The final entry, entry 20 is a rental of the copyholders of the manor of Sheen, and it would appear that the Whitle properties form a group close to the top, with those of Richard Sleigh, William Mottram, Hugh Manifold and Richard Sterndale all tying closely to the properties noted in the manor court entries. Interestingly the rents might suggest the relative sizes of the properties, for the Sleigh and Sterndale properties paid rents of 13s. 4d., whilst the Mottram and Manifold ones only paid 7s. 3d. Perhaps we are seeing two large properties, and two considerably smaller ones.



TNA DL 30/51/631 (16 October 1580) The property in Whitle Bank in which Hugh Ward died seized, including field names of the individual parcels of land making up the holding.



## **Records of the Manor Court of Sheen (1546-1620/1)**

### **1) Great Court of the lord king held at Hartington on 31 March 1546.**

Hugh Ward comes to the court in person, and took one parcel of wasteland lying at *Whitle Banke* within the lordship of *Shene*, containing by estimation one acre and a half of land, from the king, whereof at this court the proclamation was made of the parcel of land, to the use of the aforesaid Hugh without counter claim. And at the small court of the lord king held at Hartington on 20 April 1546, the second proclamation was made without challenge. And following this seisin was delivered of the parcel of land to Hugh, to have and to hold the same to him and his heirs and assigns forever at the will of the lord king according to the custom of the manor there; rendering annually to the lord king and his heirs 12d. at the usual feast days there, and the other services that are due and by right accustomed; and giving to the lord king for a fine 2s.; and he did fealty and was admitted as tenant. (TNA DL 30/50/611)

### **2) *Shene* Court baron of George, earl of Shrewsbury, farmer of the queen's manor, held there on 30 September 1573.**

Hugh Sleight and Helen his wife came to this court in person, and were individually examined etc. according to the custom of the manor, and surrendered in to the hands of the queen all that their messuage or tenement called *le Broadmedowe* with appurtenances, and all other the lands, tenements, meadow, pasture, grazing land, and all other hereditaments whatsoever with their appurtenances within that lordship, and now or lately in the tenure or occupation of Hugh or his assigns, to the use of the same Hugh and Helen during their lives, and the life of the longest liver, and during the life of the same Hugh without impeachment of waste. And after the death of the same, then to the use of Richard Sleghe, his heirs and assigns forever. And they request that the three proclamations be made according to the custom of the manor, whereof the first proclamation was made at the court without challenge. And at the court held there on 27 May 1574 the second proclamation was made without challenge. And at the court baron held there on 9 October 1574 the third proclamation was made, and Henry Cavendysshe,<sup>68</sup> esquire, came and made a counter claim etc. And he had a day to demonstrate his title at the next court, at which court held there on 16 October 1580<sup>69</sup> the aforesaid Henry did not come. Therefore seisin was delivered [to Hugh and Helen] to be held in the form according to the custom of the manor. And a fine was given to the queen for entry just as appears above, and he was admitted as tenant. (TNA DL 30/51/631)

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<sup>68</sup> Cavendish had been farmer of the manor of Sheen from the queen in the preceding year.

<sup>69</sup> This date is made very clearly *xxij Regine Elizabethae*, and so 1580, but this seems to be a clerical error, for the date is some six years after the initial proclamations. The date was presumably meant to be 'xvij', and so 1574.



**3)                    *Shene*                    Court baron of Henry Cavendysshe, esquire, farmer of the manor, held there on 16 October 1580.**

At this court it was accounted by the body of tenants at the manorial court there (*per homagium ibidem*) amongst others that Hugh Ward, who held from the lady queen to him and his heirs forever by copy of the rolls of court according to the custom of the manor there, one messuage and tenement with appurtenances in *Whytlebancke* within the manor, and closes there called *le banke*, *le Marlehill*, *le Middlecrosse*, *le Broadsitche* and *longeshutt*, *le furbanke*, *le furcrofte*, *le crofte above the house*, *le Hollensitche* and *Hollensitchknolle*, *le littlecrofte*, and various other lands, tenements, woods and hereditaments with all and singular its appurtenances within the manor there, died seised after the last court (whereof a herriot fell due to the queen of one cow which remains in the custody of the bailiff there), and that John Ward is the son and nearest heir to the messuages, lands, tenements, hereditaments, and all other the premises, with all and singular their appurtenances, and is of full age. The aforesaid John Ward comes to this court in person and requests the messuage, lands, tenements, closes, hereditaments and all other the premises with all their appurtenances out of the hands of the queen, which was granted to him, and he also requested that the three proclamations be made according to the custom of the manor. Whereof at this court the first proclamation was made without challenge. And at the court held there on 20 June 1581, the second proclamation was made without challenge. And at the court held on 6 April 1582 the third proclamation was made without challenge. Whereby the queen, by her steward there, granted seisin of the messuage, lands, tenements, closes, hereditaments and all other the premises, with all their appurtenances to the aforesaid John, to have and to hold to the aforesaid John Ward, his heirs and assigns forever according to the custom of the manor, by the rent and service previously owed and accustomed. And a fine of 14s. is given to the queen, and he made fealty and is admitted as tenant. (TNA DL 30/51/631)

**4)                    *Shene*                    Court baron of Henry Cavendysshe, esquire, farmer of the manor, held there on 20 June 1581.**

They [the jurors] say upon their oath that Roger Percivall who held from the lady one messuage called *le Broadmedowe* with its appurtenances within that manor, died seised, and after the death a herriot fell due.

Roger Percivall comes to this court in person, and requests all the messuage, lands, tenements and hereditaments with all and singular its appurtenances, of which Roger Percivall, his father died seised, out of the hands of the queen. And he requests that the three proclamations be made according to the custom of the manor, whereof the first proclamation was made at this court without challenge. And at the court held there on 17 April 1582 the second proclamation was made without challenge. And at the court held there on 28 May 1583 made the third proclamation without challenge, whereby possession was delivered, to have and to hold to Roger and his heirs forever according to the custom of the manor, by the rent and service previously owed and accustomed. And a fine of 6s. 8d. is given to the queen, and he made fealty and is admitted as tenant. (TNA DL 30/51/631)





5) [Dated as above]

William Mottram comes to this court in person, and requests a licence from the farmer to demise to Hugh Sleigh and his assigns, all his part of one close called *le meardole* and one house pertaining to the same lying and existing in the fields of *Whittle banke* from the feast of the Annunciation of the Blessed Mary next until the end of the term of 21 years next following. Rendering annually during the term 4d. of legal money of England at the feast of St John the Baptist. And he requests that the three proclamations be made according to the custom of the manor, whereof at this court the first proclamation was made without challenge. And at the court held there 17 April 1582 the second proclamation was made without challenge. And at the court held there on 28 May 1583 the third proclamation was made without challenge, whereby possession was delivered, to hold at will according to the custom of the manor in the aforesaid form. And a fine of 2s. 6d. is given to the queen, and he is admitted as tenant. (**TNA DL 30/51/631**)

6) ***Sheen*** Small court of the queen held there on 22 December 1591.

William Mottram the elder comes to this court in person and surrendered into the hands of the queen all that messuage and tenement with its appurtenances in *Whittle* within that manor, now in the tenure of the aforesaid William, with all other lands, tenements, meadows, pasture, grazing land and hereditaments with appurtenances within that manor, one half part of the premises being to the use of William Mottram the younger, his heirs and assigns forever, and the other half part to the use of William Mottram the elder for the term of his life, and after the death of the same, it should remain to the use of William Mottram the younger and his heirs forever, according to the custom of the manor by the rent and services previously owed and accustomed, who request that the three proclamations be made according to the custom of the manor, whereby at this small court the first proclamation was made without challenge. And at the small court of the queen held there on 7 February 1592 the second proclamation was made, at which day Hugh Sleigh came and challenged concerning a parcel of the premises called *Mere Dole*, and showed a copy of court roll for many years still to come, which was granted and no other challenge. And at the small court of the queen held there on 22 June 1592 the third proclamation was made without challenge, whereby seisin was delivered to be held in the form aforesaid according to the custom of the manor. And a fine of 10s. was given to the queen, and he was admitted as a tenant. (**TNA DL 30/52/647**)

7) ***Sheene*** Small court of the queen held there on 24 June 1595.

William Mottram the elder and William Mottram the younger, and Blanche, wife of William the younger, came to this small court in person, she being secretly examined in the absence of her husband according to the custom of the manor, and surrendered into the hands of the queen one house called *a Coate*, and one parcel of land in *Whittle* called *le mere dole* with appurtenances



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within that lordship, and now in the tenure of Hugh Sleighe the elder, to the use of John Buxton, his heirs and assigns, who request that the three proclamations be made according to the custom of the manor, whereby at this court the first proclamation was made without challenge. And at the small court of the queen held there on 20 October 1595 the second proclamation was made, at which day Hugh Sleighe comes and challenges the aforesaid premises, and shows a copy [of court roll] for many years still to come, and no other challenges. And at the small court of the queen held there on 25 May 1597 the third proclamation was made without challenge, whereby seisin was delivered to the aforesaid John to hold to him and his heirs according to the custom of the manor. And a fine of 2s. was given to the queen, and he was admitted as tenant. (TNA DL 30/52/647)

**8)                    *Sheene*                    Small court of the queen held there on 23 January 1597.**

Robert Nedham, esquire, comes to this court by Robert Hilman, his attorney by virtue of letters of attorney made, sealed and shown and examined in full court, and surrendered into the hands of the queen, one moiety of a messuage or tenement called *Whittle* within that manor, and all the lands, tenements, meadow, pasture and grazing land with the appurtenances pertaining to that messuage, to the use of Hugh Manifold and Grace his wife, and their assigns, for the term of their lives, and the longest liver of them, and after their deaths, remaining to the use of John Buxton and Grace, daughter of the aforesaid Hugh, for the term of their lives, and the longest liver of them; and the other moiety of the premises to the use of the aforesaid John Buxton and Grace daughter of the aforesaid Hugh, for the term of their lives, and the longest liver of them; rendering annually to the queen the rent and services previously owed and by right accustomed, and to Robert Nedham and his heirs 26s. 8d. annually during the terms at the usual terms [of payment] there. [Nedham] requests that the three proclamations be made according to the custom of the manor, whereby the first proclamation was made at this court without challenge. And at the small court of the queen held there on 24 June 1597 the second proclamation was made without challenge. And at the small court of the queen held there on 20 October 1597 the third proclamation was made without challenge, whereby seisin was delivered to be held in the aforesaid form according to the custom of the manor. And a fine of 6s. 8d. was given to the queen, and they did fealty and were admitted as tenants. (TNA DL 30/52/647)

**9)                    *Sheen*                    Great court of the queen held 23 October 1599.**

John Bateman comes to this court by Roger Slacke, his attorney, and surrendered into the queen's hands one close called *White leys*, and one parcel called the *Patch at the back of the kilne* with the appurtenances within that manor, and now in the tenure of William Bateman, brother of the said John and his assigns, to the use of the said William Bateman, and the assigns of the said William, for the term of his life, and further immediately after the death of the same William, then to the use of the executors and assigns of the aforesaid William for the term of 21 years then following. And after the end of the term, to the use of John Bateman, his heirs and assigns





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forever, by the rent and services thence due and accustomed, who requests that the three proclamations be made, whereof at this court the first proclamation was made without challenge. And at the great court held on 17 April 1600 the second proclamation was made without challenge. And at the little court of the queen held there on 27 May 1600 the third proclamation was made without challenge, whereof seisin was delivered in the aforesaid form. And a fine of 2s. is given to the queen, and he is admitted as tenant. (TNA DL 30/52/648)

**10)            *Sheen*            Great court of the queen held 27 May 1600.**

Roger Percivall comes to this court in person and surrenders into the hands of the queen one messuage or tenement called *le brode Meadowe* within that manor, and all the houses, buildings, gardens, orchards, lands, tenements, meadows, pasture, grazing land and all other hereditaments pertaining to the messuage or tenement, and the appurtenances, and now or late in the tenure of the aforesaid Roger Percivall or his assigns to the use of Richard Sleigh, his heirs and assigns forever according to the custom of the manor by the rent and services due and accustomed to the queen, who requests that the three proclamations be made, whereby the first proclamation is made at this court, and Lawrence Wulley and Helen his wife came and claimed a third part of a moiety of the said messuage, one close called *Midle Feilde*, one parcel of land called *le Further Hey*, one croft called *le parvum Croft subter le Cote*, and one garden with appurtenances, for and during the term of the lives of Lawrence and Helen, and it was allowed to them. And at the little court held there on 17 June 1600 the second proclamation was made without challenge. And at the little court held there on 15 July 1600 the third proclamation was made without challenge, whereby seisin was delivered, to be held in the aforesaid form according to the custom of the manor. And a fine of 3s. 4d. is given to the queen, and fealty was made and he was admitted as tenant. (TNA DL 30/52/648)

**11)            *Sheen*            Great court of the queen held 21 October 1600.**

Robert Nedeham, esquire, comes to this court by Anthony Robinson, his attorney by virtue of his letter of attorney made to him, and shown in the full court, and surrendered into the hands of the queen, one messuage with all the lands and tenements pertaining to the same messuage situated in Whitle within that manor, to the use of Alice Buxton, daughter of John Buxton of Whitle 10d. for the term of the natural life of the said Alice. Rendering and paying to the lady queen all the rents and services due and by right accustomed, and the annual rent of 26s. 8d. to the aforesaid Robert Nedeham, his heirs and assigns, in the feasts of St John the Baptist, and St Martin the Bishop, by equal portions, who requests the three proclamations be made according to the custom of the manor, whereof at this court the first proclamation was made, and Hugh Manifolde and Grace his wife, and John Buxton and Grace his wife came, and made a challenge that the premises were granted for the term of the lives of the same Hugh and Grace, and John



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and Grace. And at the little court of the queen held there on 7 May 1601<sup>70</sup> the second proclamation was made without challenge. And at the great court held there on 20 October 1601 the third proclamation was made without challenge, whereby seisin was delivered. And a fine of 5s. was made to the queen, and she was admitted as tenant according to the custom of the manor, and respite of fealty was made until she comes of age. (**TNA DL 30/52/651**)

12) [Dated as above]

[*marginated*] Void.

Hugh Manifolde comes to the court in person, and surrendered into the hands of the queen one close or one parcel of land called *le Milner Sicke* lying within the fields of Whitle within that manor, now in the tenure of the said Hugh, or his assigns, to the use of Roger Percivall and Margaret his wife, from the feast of the Annunciation of the Blessed Mary Virgin next until the end of the term of nine years following. Rendering and paying to Hugh and his assigns during the term 1d. at the feast of St Michael if it is demanded for all other rents and services that are due and accustomed, who requests that the three proclamations be made according to the custom of the manor. Whereof at this court the first proclamation was made without challenge; and at the great court held there on 20 October 1601 the second proclamation was made without challenge, and at the great court held there on 30 September 1602 the third proclamation was made without challenge, whereby possession was delivered to be held in the aforesaid form. And a fine of [left blank] was made to the queen, and he was admitted as tenant. (**TNA DL 30/52/651**)

13) ***Sheen*** Small court of the queen held 18 November 1600.

Roger Percivall and Margaret his wife come to this court in person, she being secretly examined by the steward there in the absence of her husband according to the custom of the manor, and surrendered into the hands of the queen one messuage and tenement called *le brode Meadow* within that manor, and all the buildings, lands, tenements etc. pertaining to the said messuage, with all their appurtenances, now or lately in the several occupations of the aforesaid Roger, Richard Sleighe, Lawrence Rulley and Helen his wife, and also all right, title, interest, estate, claim and demand of the said Roger and Margaret of and in the premises, to the use of the aforesaid Richard Sleighe, his heirs and assigns forever, according to the custom of the manor, for the rent and services previously owed and by right accustomed. And [Roger] requests that the three proclamations be made according to the customs of the manor, whereby at this court the first proclamation was made without challenge. And at the small court held there on 3 September 1601 the second proclamation was made without challenge. And at the small court of King James on 9 August 1603, the aforesaid Margaret being of full age, and present in court, was

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<sup>70</sup> The entry refers to this being the same regnal year, presumably meaning that from the title, being 42 Elizabeth. This seems to be an error for 43 Elizabeth.



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secretly examined by the steward, and said that she still agreed to the surrender, and had not been coached by her husband, but came of her own will, and the third proclamation was made without challenge, whereby seisin was delivered to the aforesaid Richard Sleigh to hold in the aforesaid form. And a fine of 12d. was given to the king and fealty was done, and he was admitted as tenant. (TNA DL 30/53/652)

14) (20 October 1601).

Robert Nedeham, esquire, and Robert Nedeham, kt, son and heir apparent of the same Robert Nedeham, esquire, by Robert Lomas, their attorney by virtue of the letters of attorney, made, sealed and delivered to him, and examined in full court, and surrendered into the queen's hands, one messuage and all the lands, tenements, meadow, pasture and grazing land pertaining to the messuage, with appurtenances, lying in *White bancke*, in that manor, now in the tenure of Hugh Manifolde and John Buxton or the assigns of the same, to the use of Thomas Nedeham, esquire, younger son of the said Robert Nedeham the father, and his heirs forever, according to the custom of the manor, by the rent and service owed and by right accustomed to the queen. And they requested that the three proclamations be made, whereby the first proclamation was made at this court without challenge; and at the great court of the queen held there on 22 April 1602 the second proclamation was made, and Hugh Manifold and Grace his wife, John Buxton and Grace his wife, and Alice daughter of the same John Buxton and challenged this stating that the property was granted to them for the term of their lives. And at the little court held there on 13 July 1602 the third proclamation was made without challenge, whereby seisin was delivered, to be held in the aforesaid form. And a fine of 6s. 8d. was made to the queen, and he was admitted as tenant. (TNA DL 30/52/651)

15) *Sheene* Great court baron of the queen held 17 August 1611.

[Part of an inquisition of eight answers].

*And also we present and say that the Mannor of Sheene is lymitted butted and bounded as followeth it doeth extend on the East parte thereof unto the land of Edward Beresford Esquire lyeing in the parishe of Allstonfeild, upon the west and south partes unto the land of Sir John Harpar knight and others in the parishe aforesaid and upon the North parte upon the water of Dove which devideth the Counties of Stafford and Derby All which severall Copyhould tenantes with theire landes and rentes are and be hereafter expressed particuler videlicet:*

[There then follows the detailed particulars of all the copyhold tenants and their holdings. Amongst may other are the following:]

*Richard Stearndale <and Parnell his wife> houldeth<sup>71</sup> there to themselves and to <the><sup>72</sup> heires <of the said Parnell> for ever accordinge to the custome of the said Mannor one messuage or tenement withall the landes*

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<sup>71</sup> Something crossed out

<sup>72</sup> Something crossed out.



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*meadowes pastures and hereditamentes thereunto belonginge with thappurtenaunces in Whitehill bancke in Sheene aforesaid which butteth and boundeth upon the land of Hugh Manyfould East Longnor Edge in the said parishe of Allstonfeild west and upon the Comons sowth and North upon the water of Dove and paieth yearly for the same } xiiij. iiij[d].*

*Hugh Manifould houldeth there to himselfe and to his heires for ever accordinge to the custome of the said Mannor one messuage or tenement withall the landes meadowes pastures and hereditamentes thereunto belonginge with thappurtenaunces butting and boundinge upon the landes of William Mottram eastward Richard Stearndale west the walter of Dove North and the comons sowth and paieth yearly for the same } vijs. iiij<d>.*

*John Buxton doeth hould there to himselfe and to his heires for ever according to the custome of the said Mannor one small parcell of land by the yearly rent of } ijd.*

*William Motteram houldeth there to himselfe and to his heires for ever accordinge to the custome of the said mannor one messuage or tenement or Cottage withall the landes meadowes pastures and hereditamentes thereunto belonginge with thappurtenaunces and butteth and boundeth upon the Freehould land of Sir John Harpur knight Eastward and the landes of Hugh Maunyfould westward the water of Dove on the North and the commons on the soweth and payeth therefore yearly } vj[...]*

*Richard Sleigh houldeth there to himselfe and to his heires for ever according to the custome of the said Mannor one Messuage or tenement withall the landes meadowes pastures and hereditamentes thereunto belonginge with thappurtenaunces buttinge and boundinge upon Richard Morte hey eastward the free hould land of Sir John Harpur knight westward the water of Dove North and the comons sowthe and paieth yearly for the same } xl[...]*  
(TNA DL 30/52/651)

**16) Manor of *Sheene* Great court baron of the king held [...] April 1615.**

[Entry badly damaged with all of the right-hand side of the document missing]

Richard Sleighe comes to this court in person [and sur]rendered into the king's hands all that messuage or [tenement with] appurtenances commonly called *Broade Meadowe* and all other lands, [tenements, meadows, pasture,] grazing land and other hereditaments, with appurtenances, within that manor, and now or late in the tenure of the said Ri[chard and his heirs], to the use of the said Richard during the term of his life, without impeachment of any waste, and after his death then to the use of Gervase Sleighe son of Ralph Sleighe, his heirs and a[ssigns] forever according to the custom of the manor, by the rent, by the rent and services [previously owed] and by right accustomed, whereby the first proclamation was made at this court [without] challenge. And at the great court baron of the king held [there] on [...] October 1615 the second proclamation was made without challenge. And at the court [...] held there on 10 October 1616, the third proclamation was made [without] challenge, whereby seisin was delivered to the aforesaid Gervase [...] according to the custom of the manor. And [...] 4d.] was given [to the king], and fealty was done, and he was admitted as tenant. (TNA DL 30/53/659)



17) (c. 2 October 1616)

[Entry badly damaged with all of the right-hand side of the document missing]

Richard Sleighe comes to this court in person and surrenders [into the hands of] the king all that his messuage or tenement with appurtenances commonly called *le Broade* [..., with] all other lands, tenements, meadows, pasture, grazing land etc., hereditaments [pertaining to it], with appurtenances within that lordship, and now or late in the tenure of [... and] his assigns, to the use of the said Richard for and during his life [without impeachment of] any waste, and after Richard's death to the use of Gervase Sleighe [...] Sleighe, his heirs and assigns, forever according to the custom of the manor, by the rent and services previously owed and by right accustomed, providing only that if Gervase [...] after the death of the aforesaid Richard pays to Richard Sleighe, son of Thomas Sleighe [...] £5 annually during the life of the aforesaid Richard [Sleighe], son of Thomas, in the feasts of the Annunciation of the Blessed Mary virgin, and Saint Michael the Archangel, by [equal portions], or within ten days of both feasts, if demanded, whereby [...] the first proclamation was made at this court without challenge. And at the great court of the king [held there] on 12 October 1616 without challenge. And at the small court of the king held there on 10 October 1617 the third proclamation was made without challenge, whereby seisin was delivered. And a fine of [left blank] was made to the king, and fealty was done, and he was admitted as tenant. (TNA DL 30/53/662)

18) **Manor of *Sheene* Great court baron of the king held 18 [...] 1620/1.**

[Entry badly damaged with all of the right-hand side of the document missing]

Gervase Sleighe comes to this court in person and [surr]enders into the king's hands all that messuage or tenement called [...] *Meadowe*, and all the houses, buildings, lands, tenements, meadows, grazing land, pasture, common, [...] and hereditaments whatsoever with the appurtenances pertaining to the messuages or tenements, [...] now appurtenances, situated within that manor, and now [...] in the tenure of the aforesaid Gervase, his assign or assigns, [...] use of the same Gervase for the term of his life, and after his death to the use of Elizabeth, now wife of the aforesaid Gervase, for the term of her life. And after her death, to the use of the heirs of the body [...] legitimately begotten from the body of the aforesaid Elizabeth [...] to the use of the right heirs of Gervase [...] and services due and by right accustomed, according to the custom. [Gervase Sleighe] requests that the three proclamation, whereby the first proclamation be made] at this court without challenge. (TNA DL 30/53/659)



### **Sales and Rentals of the Manor of Sheen.**

19) Indented writing made between King Edward IV and John Pole, kt, by which the king purchases the manors of Hartington and Sheen in Derbyshire and Staffordshire respectively for £400, of which £100 is payable at Christmas, and in each year following at the same feast until that sum is fully paid. Elizabeth [Woodville], queen of England, Thomas [Bourghier], cardinal archbishop of Canterbury, Thomas [Rotherham], bishop of Lincoln, and others have recovered the manor by a writ of *praecipe in capite*<sup>73</sup> in the previous Michaelmas term against John Pole. Pole and Alice his wife have, by a fine made in the king's court at Westminster, released all their right, title and interest in the manors to the queen, cardinal and bishop, and it is agreed between the king, Pole, that the queen, cardinal, bishop and others cofeoffees should be seised of the manors, without making any estate in the same to either the king or Pole, making an estate to the king if the sums are paid at the feast, or standing as feoffees for Pole, his heirs and assigns. In the meantime the king is to have the manors, and take the revenues and profits from them, and paying the agreed sum to Pole in the aforesaid form. The king and Pole seal each seal one of the indentures.

1 December 1476.

(TNA DL 25/3329)

*This wryting endented made betwix the King our souverain lord Edward the iiij<sup>th</sup> on the oon partie And John Pole knight on the other partie Witnesseth that Where our said souverain lord hath bought of the said John the Manoirs of Hertyngton and Shene in the Counties of Derby and Stafford and all his landes and tenementes in Hertyngton and Shene in the said Shires for the some of Foure hundred pounde lawfull monoy of the Which some oon C li' is payable at the Feste of Cristemasse next comyng and C li' at the same Feste then next foloweing and soo C li' yerely at the same Feste unto the tyme the said hool some of CCCC li' be fully contented and payed to the said John his executours or assignes Wherupon Elizabeth Quene of England Thomas the Cardinal Archebissshop of Canterbury Thomas Bishop of Lincoln and othre have by a precipe in capite in the terme of Saint Michell last passed recovered the said manoirs and other the premisses ayainst the said John Pole And overe this the same John and Alice his wyff by fyne reared in the kinges Courte at Westminster in the said terme have releassed all thair right title and interesse of and in the said manoirs and all other the premisses to the said Elizabeth Quene of England the Cardinal and to the said Bisshop of Lincoln and other and to the heires of the same Bisshop by the names comprysed in the said Writte and fyne as by the same more at large it appereth It is agreed and accorded betwix our said souverain lord and the said John Pole that the Quene the said Cardinal Bisshop and all other thair cofeoffes shal stande seised and possessed of and in the said manoirs and all other the premisses without anye astate making therof to our said souverain lord his heires or assignes or to the said John his heires or assignes to thentent that yf our said souverain lord his heires or assignes paye or doo to be payed to the said John Pole his executours or assignes the said CCCC li' at the Festes of payement aforesaid in the Fourme afor' Wryten that then thay shal make astate therof to our said souverain lord his heires or assignes And elles to stande as feoffes therin to the use and behove of the said John Pole his heires and assignes and therof make astate to the said John Pole his heires or assignes **Provided** always that our said souverain lord in the meane tyme have and occupie the*

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<sup>73</sup> A writ of right issuing from a Chancery court usually to aid a disseised tenant of land in chief. Cf. p.19 McQueen, H. 'The Brieve of Right Revisited' p.19, in Eales, R., & Sullivan, D. (eds), *The Political Context of Law Proceedings of the Seventh British Legal History Conference, Canterbury 1985* (London, 1987).





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*said manoir and other the premisses and take and perceyve all the revenues issues and prouffites of the same to his owne use and behove yf he truly content and paye the said somme of CCCC li' in manere and fourme aforesaid In witness wherof to the oon parte of this wryting endented remaynyng toward the said John our said souverain lord bath doo his signet to be put and signed the same with his bande And to the other parte therof remaynyng towards our said souverain lord the said John Pole bath put his seel the Furst Day of December the xvj<sup>th</sup> yere of the Reigne of our said souverain Lord.*

**20) Rental of tenants holding by copyhold in the manor of Sheen.**

16 September 1617.

**(TNA DL 43/21/3)**

[Cover title] [...] *Rentall of the Cobbyhold Tenauntes and their Rentes delivered at Tutbury Castle the 16<sup>th</sup> of September 1617 Annoque regni Regis Jacobi etc. xv<sup>o</sup>*

*Sheene A Rentall of all his majesties Copybholders ther[...] to our Knowledge, and as neire as wee can.*

<i>Richard Morte</i>	<i>xvijs.</i>	
<i>Richard Sleighe</i>	<i>xiijs.</i>	<i>iiij.</i>
<i>William Mottram</i>	<i>vjs.</i>	<i>ij.</i>
<i>Hughe Manyfould</i>	<i>vjs.</i>	<i>ij.</i>
<i>Richard Stearn dall</i>	<i>xxiijs.</i>	<i>iiij.</i>
<i>The heires of Richard Johnson</i>	<i>xs.</i>	<i>0</i>
<i>[Geo]rge Whilden</i>	<i>xs.</i>	<i>0</i>
<i>James Hull</i>	<i>xxs.</i>	<i>0</i>
<i>Henry Cocke</i>	<i>vjs.</i>	<i>0</i>
<i>William Milward</i>	<i>vjs.</i>	<i>vj.</i>
<i>Thomas Milward</i>	<i>viijs.</i>	<i>0</i>
<i>George Wilcocke</i>	<i>xiijs.</i>	<i>iiij.</i>
<i>Hugh Sleighe</i>	<i>vjs.</i>	<i>iiij.</i>
<i>William Wardle</i>	<i>xjs.</i>	<i>0</i>
<i>Richard Wardle</i>	<i>iijs.</i>	<i>iiij.</i>
<i>John Percifall</i>	<i>xxiijs.</i>	<i>0</i>



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<i>[...] Cock</i>	<i>vijs.</i>	<i>0</i>	
<i>Thomas Mort</i>	<i>xijs.</i>	<i>0</i>	
<i>Nicholas Chrichlo</i>	<i>xxxiijs.</i>	<i>vijid.</i>	
<i>Thomas Milwarde</i>	<i>vijs.</i>	<i>0</i>	
<i>John Gilmon</i>	<i>vijs.</i>	<i>0</i>	
<i>Thomas Warde</i>	<i>xijs.</i>	<i>iiij.</i>	
<i>Gervas Warde</i>	<i>ijs.</i>	<i>0</i>	
<i>Henrye Slacke</i>	<i>xiijs.</i>	<i>0</i>	
<i>Richard Slacke</i>	<i>vjs.</i>	<i>0</i>	
<i>John Batman</i>	<i>xjs.</i>	<i>0</i>	
<i>Richard Slacke</i>	<i>xs.</i>	<i>0</i>	
<i>Thomas Lathim</i>	<i>iijs.</i>	<i>0</i>	
<i>William Lomas</i>	<i>xixs.</i>	<i>vjd.</i>	
<i>William Chrichlo</i>	<i>xvijs.</i>	<i>iiij.</i>	
<i>John Lomas</i>	<i>js.</i>	<i>iiij.</i>	
<i>John Whildon</i>	<i>vijs.</i>	<i>0</i>	
<i>George Whildon</i>	<i>xijs.</i>	<i>vjd.</i>	
<i>Roger Jennines<sup>74</sup> payeth yearly to our majesti and hath no<sup>75</sup> land within our manor nor dweleth not within our manor nor [...] is no Copie boulder</i>	<i>vjs.</i>	<i>0</i>	<i>Summa xvij&lt;li&gt; vj&lt;s&gt; iiij&lt;d&gt; ultra vj&lt;s&gt; per Jennins per annum<sup>76</sup></i>

<sup>74</sup> *non tenet per Copia* – marginated.

<sup>75</sup> *copybold* – crossed out.

<sup>76</sup> The *summa* seems to be inaccurate, with the sum amounting to £18 11s. 2d., and not £18 6s. 4d., even accounting for the discounting of the rent of Roger Jennings.



## **Appendix 2: Court of Chancery.**

The legal suit brought in Chancery preserved at The National Archives at Kew (**C1/811/18-20**) and dating to 1533-8, is one of two cases brought in Chancery, the other being too voluminous and repetitive to produce here, that would seem clearly to demonstrate some legal chicanery within the Horobin family.<sup>77</sup>

In many respects Roger and William Horobin, the plaintiff and the defendant respectively in the suit, were telling similar stories. Both claimed to hold the land holding in Whitle by grants of the Blount family, and both claimed to have been possessed of the same, and to have been evicted by the other. It would seem that William Horobin's claim was upheld since there is no evidence of the holding of any Whitle lands by a Roger Horobin, and indeed William's claims in his answer do seem to tally more closely with what we know of the holdings of the Horobins in Whitle/Whitle Bank. From William's answer to Roger's complaint we are told that although Roger did indeed receive a grant from Katherine Blount, widow, she did not have the authority to make such a grant, and the lands so granted had been believed to be in the lordship of Alton, when they were in fact in the lordship of Alstonefield. William further stated that Roger had been repaid what he had paid Blount for the lease, and the former bailiff of the Blounts was prepared to attest to this.

Whilst we do have two lengthy narratives here of a dispute over land, we are, no doubt, missing a wider picture with a dispute within the Horobin family. It seems unlikely that Roger could have sought land in Whitle that was held coincidentally by another member of the Horobin family, and as a tailor by occupation, it also seems slightly strange that he should be looking to lease a farm in an area where he claimed to have no contacts or support. Since we also have a fairly complete tenorial history for the Horobin family holdings in that part of Whitle that belonged to the lordship of Alstonefield, and a William Horobins regularly had that land, lends further weight to the story set out by William Horobin here.

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<sup>77</sup> TNA C 6/244/64. The other court case was brought by Ralph Ward against Ralph Sterndale of Crowdecote, in 1678.



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1) Complaint of Roger Horobin to Thomas Audley, kt, chancellor of England, concerning a message and twelve acres of land in Whitle, in the lordship of Alton, and parish of Sheen, which he claims was granted to him by Katherine Blount, widow, and of which he was expelled by William Horobin, and requesting that the chancellor summon William by writ to appear at a certain day to answer the complaint.

[Endorsed] *Coram domino Rege in cancellaria sua in Crastino Animarum proximo futuri*

*To the ryght honerable Sir Thomas Audeley knyght and lord Chauncellor of England*

*In most humble wyse shewith and complayneth unto your honerable lordship your dayly Orator and pore Ceydeman Roger Hawrobyn that where Dame Kateryn Blont' Wedowe beyng lately seased of and in one mesuage and xij acres of landes with the appurtenaunces set lyng and beyng in Whytell' hade within the lordship of Alton' in the parische of Shene in the countie of Stafford in her demeane as of Fee and she<sup>78</sup> <so> beyng seased by an indenture beryng date the xiiij<sup>th</sup> day of Octobre in the xxiiiij<sup>th</sup> yere) of the raygn of our soverayne lord the kyng that now is and sealed with the seale of the said lady Kateryn dyd dimise graunt and to ferme lett and set unto your said Orator the said premisses to have and to hold unto your said Orator and his assignes from the feast of saynte Michell' tharchangell then last past unto the ende and terme and xl yeres then next folowyng fully to be complete and ended by reason of wich lease your said Orator was thereof possessed accordyngly tyll nowe of late that on William Hawrobyn of his evyll disposed mynd by myght and extort power hath entred into the premisses and therof hath expulsed and put fourthe your said Orator and dothe reyteyne kepe and occupy the said premisses unto his own propre use and profettes contrary to all ryght lawe and good conscience and for as moche as that the said William is a man well knowen to be gretyly mayntened <and> supported by many and divers persons within the said Countie and well frended and abyed within the said Countie where the said premisses lyeth by reason and occasion of whose grete maintenaunce and frendship your said Orator beyng a very pore man not knowen frended nor alied there he is not able to pursue and folowe his lawfull and iust cause agaynst the said William by the course of the comen lawe within the said Countie for the opteynyng of the possession in the premisses without importable costes charges expences and delays in the pursute therof to the imp[o]verysshyng and utter undoyng of your said Orator for ever and so clerely without remedy oneles your good lordship provyde some remedy for hym in this behalfe In consideracion wherof it may plase your good lordship in the way of pete and charite the premisses considered to graunt forthe the kynges gracious wryt of sub pena to be directed to the said William commandyng hym by the same personally to appere by fore your honorable lordship in this honerable Court of Chauncery at a certen day and under a certen payn by your lordship to be hymytted then and there to make answeere unto the premisses and further to abyde all such order and direction as by your lordship shalbe thought convenyent and your said Orator shall dayly pray to god for the prosperous state of your good lordship long to continue.*

*Plegia de pars' Johannes Monson' de London' Sherman'  
Ricardus Smyth' de London' yoman*

(TNA C1/811/18)

2) Answer of William Horobin to the bill of complaint by Roger Horobin, alleging that the land in Whitle came to him following the same being surrendered into the hands of Humphrey Peshall, one of the lords of Alstonefield, and then granted to Richard Horobin for his life, then to Richard his son, and after his death to the same William (17 December 1505).<sup>79</sup> William had in his turn surrendered it to George Blount, heir of Humphrey Peshall, and received them back for

<sup>78</sup> Altered from *shell*.

<sup>79</sup> This grant can be found in the court records of the lordship of Alstonefield, though the date there is recorded as 13 October 1505 (DRO D2375/M/1/3).



his life, and after his death to Margery his wife, and then to William Horobin his son (1536/7).<sup>80</sup> Roger Horobin seeking to remove William from his holding had obtained an indenture from Katherine Blount, widow, from whom the land was held, paying money for the same. This had been repaid as John Madeley, late the bailiff of Lady Blout had attested, the land being granted contrary to custom, not being in the lordship of Alton, and Lady Blount having no right to give leases in it. William is prepared to answer all questions, and requests to be dismissed from the court with his reasonable costs paid.

*The Usware of William Howrobyn' to the bill of complaynte of Roger Howrobyn*

*The said William doyth say that the said bill of compleynte is untrue and unsuffycient in the law to be unswared unto and the matter therein contenyd is only fenyd and craftely emagened to the intente to put the said defendaunte beyng a very pore man to vexacion costes and trowbull contrarie to ryght and also the right title and intereste of the same landes is determyn a bill within the court of the manour of Austonfeld within the Countie of Stafford and also holden of on George Blount esquier one of the lordes of the same manour by cōpye and court rolle and farther sayth that the same landes have ben used to be lett for terme of hyf or hyffes by cōpye ther tyme that no mynde of man is to the contrarie and farther sayth that at a court holden att Austonfeld afforsaid the xvij day of December in the xxj yere of the reigne of kyng Harry the vij<sup>th</sup> that on Rychard Hawrobyn then being tenaunte of the same by cōpye accordyng to the costome of the said manor came into the said Court at Austonfeld and then and there dyd surrender into the handes of on Humphrey Peissall squier the forsaid mese and landes callyd the Whittells and theruppon at the same court dyd take agayne all the forsaid mese and<sup>81</sup> landes to have and to holde to hym for terme of his hyf after the costome and manour of the Fryth there so that after his deceesse the said landes shuld remeyne to Richard Howrobyn his son and after the deceesse of the said Richard the said landes shuld remeyne unto William Howrobyn nowe defendaunt for terme of hys hyf and for the same dyd paye there fyne as was then agreid with the stuarde there by force wherof the said defendaunte hath ben seased therof as tenaunte accordyng to the costome and manour of the said Lordship and furthermore the said defendaunt sayth that he the said defendaunte abowtes the [...] day of [...] in the xxvij yere of the reigne of our soveraigne Lorde that nowe is at a court there holden dyd surrender all the forsaid mese with the appurtenaunces unto the handes of on George Blount squier beire unto the said Humfrey Peissall and on of the lordes of the said manour as is afforsaid and theruppon dyd take agayne the same mese and landes of the said George Blount for terme of hys hyf after the costome and manour there and after hys deceesse the remeynd therof to Margere hys wife for terme of her hyf and after the deceesse of the said Margere the remeynder therof to William Howrobyn son of the said William nowe defendaunte for terme of his hyf after the costome and manour of Fryth there by force wherof the said defendaunte is seased of the premysses for terme of hys hyf accordyng to the costome and manour of the said Lordship and mor over the said defendaunte sayth that abowtes v yere paste the said Roger Howrobyn intenyng craftely to put your said defendaunte frome his rightfull occupacion of the premysses obtenyd an indenture of on dame Kateren Blount wedowe of whome the landes where then holden by cōpye as is afforsaid and for the same dyd gyf certain rewardes in money by reason wherof varyaunce and debate hath the dyverse tymes synthe byn moyyd and sterred betwixt the said defendaunt and the said Roger. Wiche money so gyffen by the said Roger the said Lady Blount and her officers have repayd unto the said Roger and on John Madeley late beylle unto the said Lady Blount hath ben and is redy to testefye for asmoche as the said graunt so made to the said Roger was contrarie to the costome of the said Lordship and also contrarie to right and gud concyens withoute that the said mese and landes callyd Whyttells do lye within the Lordship of Alton or that the said Lady Blount myght therof lawfully make eny leace or sett the same by indenture for terme of yeres or othernyse for asmoche as it is contrarie to the costome of the said Lordship and withoute that eny other thyng specified or comprised in the bill of compleynt materiall to be unswared unto before not traversed denyed confessed and a voydett is true all wiche matters the said defendaunt is redy to answer and prayth to be dysmissed*

<sup>80</sup> This grant can be found in the court records of the lordship of Alstonefield, though the date there is recorded as 8 March 1539 (DRO D2375/M/1/3).

<sup>81</sup> Repeated.



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*out of this honorable court with hys reasonabill and charges by hym sustenyd in this behalf.*

(TNA C1/811/19)

3) Further complaint of Roger Horobin, tailor, to Thomas Audley, kt, chancellor of England, claiming that he had two messuages [in Whitle] from [Lady Blout], widow of John Blout, kt, but that William Horobin of Whitle Bank and Nicholas Sleigh of Pilsbury, had obtained certain writings of the complainant, and had wrongfully entered the property and ejected him, taking away his goods and chattels. He cannot seek remedy by common law because of the loss of the documents, and requests a writ of subpoena to William Sleigh, William [...], and Nicholas Sleigh to come in person before the king's court of Chancery at a certain day to answer the complaints and to stand to justice.

*To the Right honorable Sir Thomas Audley Knyght Lorde Chauncellor of England.*

*Houmbly complaynyng showith unto your goode lordshyp your Contynual<sup>p</sup> and dayly orator Roger Horoby... [...] Countye of Stafford Taylour that where your said orator was laufully possessed of and in ij mese [...] pastures therto belongyng in the parisbe of Shene befforeseid of the dymyse and Graunte of [...] Wedow late wyf of Sir John Blount knyght by dyverse and seyverall wrytynges for terme of cert[...] So yt ys goode lorde that one William Horobyn of Whyteley banke in the same countye w[...] same and Nicholas Sleghe of pyllysbury in the Countye of Derby have Craftely obteyned [...] Custody dyverse wrytynge concernyng the premisses whiche of Right belong unto yourseid orator by g...dyng [...] They have wrongffully entred into the premisses and clereby expulsed and put oute yourseid orator an[...] Away his goodes and cattellys and by force and strengthe have dryffen yourseid orator oute of the [...] his utter undoyng so that he dare nott come in those partes to clayme his Right for drede of his lyf and for so meche a[...] [...] knowith nott the Certayn nowmbre or contentes of the seid wrytynges nor where<in> they be conteyned nor the parcellis and [...] value of theseid goodes and cattellis he is withoute Remedy by Course of the Comen lawe In tender consideracion wherof yt [...] please your goode lordeshyp to graunte the kynges wrytt of sub pena to be dyrected to the seid William Sleghe, William [...] and Nycholas Sleghe comandyng them and<sup>82</sup> every of them by the same personally to appere in the kynges moste Ce[...] [...] Courte of Chauncery att a certayn day and under a Certayne payn by your goode lordshyp to be hymtted and then [...] To answare to the premisses and suche ordre direction and Finall conclusion therin to be takyn as shall stonde with Right and good Conscyence and your said oratour shall dayly pray to god for the prosperious persuacion of your goode lordshyp long to endure.*

(TNA C1/811/20)

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<sup>82</sup> Repeated.

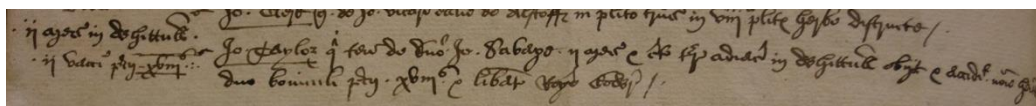




## Appendix 3: Extracts of the Court Books of the Lordship of Alstonefield.

As has already been seen, the manorial history of Whitle is complicated. Although lying within the ancient parish and township of Sheen, Whitle was not entirely in the manor of Sheen, the manor not being coterminous with the parish and township. The most extensive manorial records chronologically for Whitle relate to the Harpur Crew family who acquired the lordship of Alstonefield in the late sixteenth century, and their estate records reside at DRO. The two properties that they held, and which ultimately came into the possession of the Harrison and Horbin families, part of the estate administration centred on. The manorial records for that estate, cover quite a wide area in that part of Staffordshire, including Alstonefield itself, Warslow, Elkstone and Longnor. Although some of the original manorial court rolls, written in Latin, do survive for the estate, these are not that numerous, and are generally in a poor condition. We are fortunate, therefore, to have a copy of the rolls, made in three books, probably after the purchase of the estate by Richard Harpur of Swarkeston (Derbyshire) from Vincent Mundy, and his son, Edward, in 1569.<sup>83</sup> Although the transcriptions, again made in Latin, have not been made exactly as they appeared in the originals, the books have proved invaluable, providing the earliest dated reference to Whitle. Sadly, only one of the relevant entries found in the court book appears in the surviving original court rolls.

Of the three books, only two contain material relating to Whitle, but from these it has been possible to tentatively reconstruct the descent of the two messuages (properties) that lay in Whitle. The entries almost all relate to the surrender and taking up of the two messuages, the earliest reference being to 1404-5, when the recently deceased John Taylor was recorded as having held both properties, and the latest being when William Horobin, Margery his wife, and William their son, took one of the messuages, in 1566.



DRO D2375/A/S/1/1/1 (D2375/M/1/1), the earliest reference to Whitle, 1405-6, in a later copy of the manorial court roll.

The entries included here are detailed calendars of the Latin entries. The surnames and place-names have been retained in their original form, and with the place-names have been italicised

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<sup>83</sup> DRO D2375/M/1/1, 2 and 3.



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when the spelling differs from the modern. As noted above the entries are predominantly surrenders of properties. Because the lands were originally copyhold tenures, when the land was to be passed to a new tenant, when the predecessor had not died as tenant, the property had to be surrendered in court into the hands of the lord. The property was then granted out again, sometimes with specified terms, and for a fine paid to the lord. The court records for the lordship continued long after the entries for Sheen (Whitle) cease to appear. The last entry for Whitle appears in 1566, and thereafter the letting of the Whitle lands seems to have been removed from the jurisdiction of the court, and was made by a formal lease, the earliest of which dates to 1572.



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1) 1404-5, 6 Henry IV.

**Two Messuages in *Whittall*:** John Taylor, who held from lord John Savage, two messuages and certain lands adjacent in *Whittall*, died and a heriot of two *boviculi* fell due, valued 18s. and were delivered to Roger Bowr (**DRO D2375/A/S/1/1/1 (D2375/M/1/1)**).

2) 1414-16, 2 & 3 Hen. V.

**Message at *Whittall*:** Alice, widow of William Fox, came into court and took from John Savage and Matilda his wife, one message and 21 acres of land at *Whitall*, which William her husband lately held, to hold to the same Alice according to the custom of the manor, for the term of her life, rendering the all the rents and services that are anciently owed in the form that Alice held it, no entry fine being paid (**DRO D2375/A/S/1/1/1 (D2375/M/1/1)**).

3) 1429-30, 8 Henry VI, 5th court.

**Message called *Quyttall*:** Memorandum that William Crychelow occupied a message with land adjacent called *Quittall*, which is the land of John Savage, and rendering the rent and services that are due for that year. By the testimony of Nicholas Shene (**DRO D2375/A/S/1/1/1 (D2375/M/1/1)**).

4) 14 December 1430, 9 Henry VI, 2<sup>nd</sup> court.

**Message at *Whytyll* [Entry Savage, 13s. 4d.].** Thomas Astbury and Angnes his wife came into court and surrendered into the hands of John Savage, kt, one message with land adjacent at *Whittyll*, to the use of John Golde, who came into court and took seisin from the same John [Savage] for the term of his life, and giving at entry 13s. 4d., by the testament of Nicholas Shene. And the same John [Golde] wished and granted that if he alienated the message with land in his lifetime, then the same Thomas and Augnes his wife should have the same message and lands, paying to John [Golde] 20s., and making fine with John Savage for entry into the same tenement [This survives on the original manorial court roll for the court held on Thursday next after the conception of St Mary, 9 Hen. VI. The entry is badly faded, and the spelling here is *Whytill* (**DRO D2375/A/S/1/1/1 (D2375/M/1/1)**; Original court record: **D2375/A/S/1/2/13 (D2375/M/1/6/12)**).

5) 1436-7, 15 Henry VI, 1<sup>st</sup> court.

John Goulde came into court and surrendered into the hands of John Savage one message with land adjacent in *Quityll* late in the tenure of William Foxe. And upon this John Archer came into court and took the message and land, holding the same for the term of his life, according to the



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custom of the manor of Fryth. And after the decease of the same, the messuage and land is to remain to Alice his wife, holding for the term of her life, and after the death of John and Alice Archer, to remain wholly to John their son, for his life according to the custom of the manor of Frith, agreeing entry with John Savage, witness Nicholas Shene (**DRO D2375/A/S/1/1/1 (D2375/M/1/1)**).

**6) 1450-1, 29 Henry VI, 2<sup>nd</sup> court.**

**Message called *Whitthull*'.** At this court came John Archer and took from Richard Peshall, esquire, one messuage called *Whytthull*', to hold with Alice his wife, and Reginald his son, during their lives, rendering annually to Peshall 14s. at the usual terms, and the other due services, and giving to Peshal at entry 6s. 8d. [new entry below] At the same court came John Archer and took from the lord one messuage with appurtenances late in the tenure of John Taylor, to hold to him, Alice his wife, and John his son, during their lives, rendering annually to the lord 13s. 4d. at the usual terms, and the other services, and giving to the lord at entry 6s. 8d. (**DRO D2375/A/S/1/1/1 (D2375/M/1/1)**).

**7) 1496-7, 12 Henry VII.**

**Message called *Whyttell*.** To this court came Richard son of John Howrebyn and took from Humfrey Peishall, esquire, in severalty one messuage with land adjacent in the parish of *Shene* called *Whyttell*, which rendered per annum at the usual terms 13s. 4d.; to hold to the same Richard for his life according to the custom etc, and giving at his entry just as agreed with the same Humfrey (**DRO D2375/A/S/1/1/2 (D2375/M/1/3)**).

**8) 13 October 1505, 21 Hen. VII.**

**Message called *Whyttell*' [R' – 13s. 8d.].** To this court came Richard Horobyn and surrendered into the hands of the heir[s ?] of Humfrey Peshall (*Peysball*), esquire, in severalty one messuage with land adjacent in the parish of *Shene* called *Whittell*', which rendered per annum at the usual terms there 13s. 8d. And upon this came the aforesaid Richard Horobyn and took from the same heir[s ?] the said messuage with the same land adjacent, to be held to him for the term of his life according to the customs of the manor of Fryth. Provided that after his death the messuage etc. premises should wholly remain to Richard Horobyn, son of the same Richard, to be held to him for the term etc., according etc. Provided that after his death the aforesaid messuage should remain to William Horobyn, son of the same Richard, to be held to him for the term etc., according to the custom etc. Giving to the lord the agreed entry fine (**DRO D2375/A/S/1/1/2 (D2375/M/1/3)**).

**9) 8 April 1517, 8 Hen. VIII (View of Frankpledge and great court).**



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**Alstonfeilde, Whittle** -: To this court came Peter Manifold, Alice his wife, and George Manifold their son, and took from the heirs of Humphrey Peshall (*Pearsall*), esquire, of his severalty of one messuage in *Whittle* in the parish of *Sheene*, for the term of their lives, and gave etc. (**DRO D2375/A/S/1/1/2 (D2375/M/1/3)**).

**10a & b) 8 March 1539, 30 Hen. VIII, (View with Great court).**

**Whittell** - to this court came William Horobin, Margery his wife, and William son of the same William, and took from George Blount (*Blunt*), esquire, one messuage called *le Whittell* in the parish of Shene, for the term of their lives.

**Whittell** - to this court came George Manifold, Grace his wife, and William Manifold, the sone of the same, and took from George Blount (*Blunt*), esquire, one messuage called *le Whittell* etc. for the term of their lives (**DRO D2375/A/S/1/1/2 (D2375/M/1/3)**).

**11) 25 April 1566, 8 Elizabeth I (View with the great court of the lords in common of the same manor).**

**Whittell** - To this court came William Horobin, Margery his wife and William Horobin, son of the same, and took from V[incent] M[undy], esquire, from his severalty one messuage called *le Whittell* in the parish of *Shene*, to hold for the term of their lives, etc. (**DRO D2375/A/S/1/1/2 (D2375/M/1/3)**).



## Appendix 4: Survey of William Senior of the lordships of Sir John Harpur.

One of the interesting records to survive amongst the Harpur Crewe estate records at DRO is the survey book of William Senior, dating to 1632-3, and produced for Sir John Harpur of Swarkeston, kt, which gives the earliest detailed summary of the two Whitle properties.<sup>84</sup>

White bank in Sheene	
Parish in Abraham Harisons	
tenure	
Item the fourth quene D raffe	1-0-8
Item the house & lase	3-3-28
Item the medow land barre	0-3-27
Item long land	1-2-26
Item the bank	2-2-0
Item Meare Dole	3-3-20
Item rafe under Mottzams	3-2-24
Item Fish Dole	1-0-21
Item 3 acres of white hill	1-1-7
Item Castle flatt	1-2-12
Item 2 Dole medow: the same	0-3-36
Item in Bechar land	1-0-31
Item in black are	1-1-16
Item more in 2 acres of white hill	3-1-17
Item birdholme bank	0-0-35
Enclosure	17-2-13
Meddow	0-3-36
Arable	10-0-19
} totall 28-2-28	
William Mellor	
Item house & land & closes	4-2-16
Item Fish close	1-1-1
Item Tails medow	0-1-10
Item demy le	0-0-20
Item long land	2-3-11
Item the bank	2-2-0
Item other lase	2-3-11
Item Norwiche	1-1-37
Item Fish Dole	0-2-10
Item 4 Doles of Arable in white hill	5-1-32
Item 2 acres fish Dole	0-1-0
Item 3 in Castle flatt	5-1-2
Item bechar land Dole	1-3-3
Item black are Dole	1-1-18
Item in Dale & lase	0-0-33
Item Demy lase Dole	1-0-20
Enclosure	16-0-20
Meddow	0-1-10
Arable	19-1-28
} totall 31-3-24	
Totall of Sheene 60-2-12	

DRO D2375/E/S/1/1 (D2375/M/63/53) – The Sheene section of William Senior’s survey book for 1632-33.

<sup>84</sup> DRO D2375/E/S/1/1.





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The survey lists the two Whitle properties, but itemises the fields with their names and acreages that constitute the properties, and the following is the extract relating to Whitle Bank as shown in the image above:



## ***White Banck in Sheene***

### ***Parishe in Abraham Harisons'***

#### ***Tenure***

<i>Inprimes the fould gardine &amp; crofte</i>			1-0-8
<i>Item the Howse close</i>			3-3-28
<i>Item the medow and barne</i>			0-3-27
<i>Item long landes</i>			1-2-26
<i>Item the banck</i>			2-2-0
<i>Item Meare Doles</i>			3-3-20
<i>Item close under Mottrams</i>			3-2-24
<i>Item Sich dole</i>			1-0-21
<i>Item Arr:<sup>85</sup> in &lt;3 places of&gt; meane Whitehill</i>			1-1-7
<i>Item in Castle flatt</i>			1-2-12
<i>Item 2 Doles medo: theirin</i>			0-3-36
<i>Item in Breach landes</i>			1-0-31
<i>Item in black acre</i>			1-1-16
<i>Item more in 2 places of Whitbill</i>			3-1-17
<i>Item birdholme banck</i>			0-0-35
<i>Enclosure</i>	17-2-13		
<i>Meddowe</i>	0-3-36	<i>Total</i>	28-2-28
<i>Arrable</i>	10-0-19		

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#### ***William Mellor***

<i>Inprimes houses and 2 closes</i>			4-2-16
<i>Item Rishie close</i>			1-1-1

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<sup>85</sup> Probable an abbreviation for 'Arrable', and not 'Acre'.



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<i>Item Railes meadow</i>			<i>0-1-10</i>
<i>Item pingle</i>			<i>0-0-20</i>
<i>Item long landes</i>			<i>2-3-11</i>
<i>Item the Banck</i>			<i>2-2-0</i>
<i>Item Coticlose</i>			<i>2-3-11</i>
<i>Item Newclose</i>			<i>1-1-37</i>
<i>Item Sich Dole</i>			<i>0-2-10</i>
<i>Item 4 Doles of Arrable in Whitehill</i>			<i>5-1-32</i>
<i>Item Barne sich dole</i>			<i>0-1-0</i>
<i>Item 3 &lt;doles&gt; in Castle flatt</i>			<i>5-1-2</i>
<i>Item breach Land Dole</i>			<i>1-3-3</i>
<i>Item blackacre Dole</i>			<i>1-1-18</i>
<i>Item in dale close</i>			<i>0-0-33</i>
<i>Item durty land dole</i>			<i>1-0-20</i>
	<i>Enclosure</i>	<i>16-0-26</i>	
	<i>Meadow</i>	<i>0-1-10</i>	<i>Total</i> <i>31-3-24</i>
	<i>Arrable</i>	<i>15-1-28</i>	

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***Total of Sheene*** ***60-2-12***

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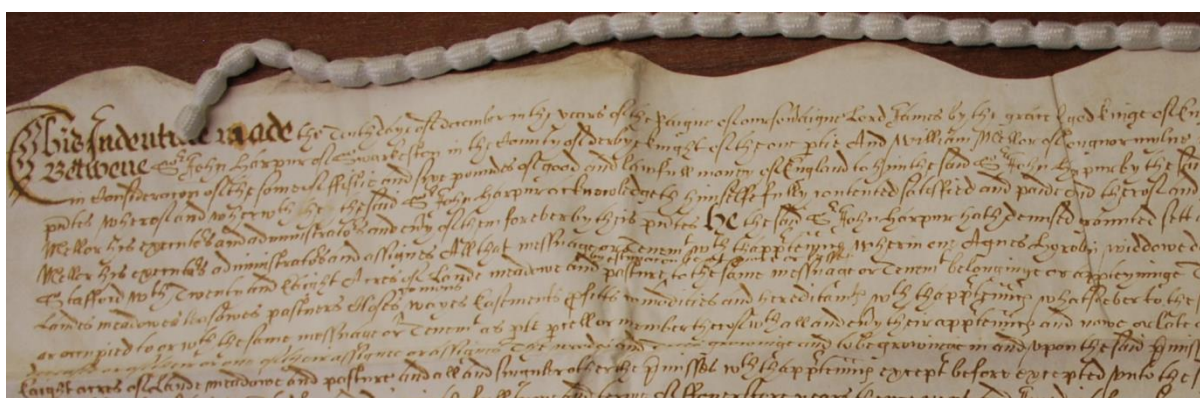
(DRO D2375/E/S/1/1 (D2375/M/63/53))



## Appendix 5: Leases for Whitle of the Harpur Crewe Estate.

All of the surviving leases for the Whitle area originate from the Harpur Crewe collection at Derbyshire Record Office. Although records for Whitle within the Harpur Crewe records trace the existence of properties there back to 1404-5, and in many estate archives large numbers of leases survive, only six have so far been located at DRO for Whitle, though several of these survive as both the lease and counterpart. In the manorial records the two properties were both either termed as ‘called Whitle’, or lying ‘in Whitle’. In the leases, and the earliest dates to 1572, both of the properties are termed as being ‘called Whitle Bank’, or lying ‘at Whitle Bank’.

The leases are standard leases familiar to anyone who has worked on estate records of the early-modern period across England, all of them being leases for three lives, record the letting of the two messuages over the period 1572 until 1680, thereafter no leases survive in the Harpur Crewe collection. The earliest of these was to William Manifold the elder of Sheen, husbandman, presumably the same William mentioned as the son of George and Grace Manifold in one of the last Alstonefield court entries in 1539.<sup>86</sup> By 1581 this property was in the tenure of John Harrison of Hurdlow in the parish of Hartington, yeoman, an incomer to Sheen, in whose family it was to remain almost continuously until the early nineteenth century. The other leases relate to the Harrison family, or to the Horobins, and can provide interesting additional information, for example the lease of the 10 December 1618, when William Mellor of Longnor Mill, the new husband of Agnes Horobin, the widow of William Horobin, took the lease of Whitle Bank, thus keeping that property in the hands of the Horobin family, they having held it since 1496-7, and a lease having only been secured by the late William Horobin in 1611.



DRO D2375/E/L/3/14/1 (D2375/M/190/1/5) Portion of the initial lines of the lease by Sir John Harpur of Swarkeston, kt, to William Mellor of Longnor Mill, miller, 1618.

<sup>86</sup> Appendix 3, entry 10b.



- 1) **Derbyshire Record Office, DRO D2375/E/L/3/2/13 (D2375/M/190/1/18).**<sup>87</sup> The original lease also survives as **D2375/E/L/3/2/13 (D2375/M/190/1/17).**

Counterpart lease indented, made between:

- (i) Richard Harpur, one of the justices of the Common Pleas at Westminster; and,
- (ii) William Manyfold the elder, of Sheen, husbandman;

witnessing that (i) in consideration of the sum of £14 to be paid to him, his executors or assigns at his mansion house at Swarkeston, by (ii), his executors or assigns, for a fine, namely 40s. at the feast of St Michael the Arkangel next, and £3 at the same feast in the following three years, and the residue on the feast following that, has demised, granted, set and to farm let to (ii) all that his messuage, farm or tenement in Sheen and parcel of the manor or lordship of Alstonefield in the county of Stafford commonly called *Whittell Banke* in which (ii) lives, together with all the other houses, buildings, barns, stables, courts, void rooms, commodities, easements, orchards, gardens, enclosures, closes, pastures, meadows and other hereditaments with their appurtenances pertaining to it.

To have and to hold the same to (ii), his executors and assigns, from the date of these presents until the end of 100 years, if (i), Joan his wife, and William Manyfold the younger, their son, lives so long.

Yielding and paying to (i), his heirs and assigns, 20s. at the two terms of the year, namely the feast of the Annunciation of the Blessed Lady St Mary the Virgin, and St Michael the Arkangel, by equal portions, and also two capons annually at Easter, to be delivered to the bailiff or other officer of (i) at Alstonefield.

1 September 1572.

Signed with the mark of (ii).

Seal, missing.

*This Indenture made the first daie of September in the xiiij<sup>th</sup> yere of the Raigne of our soveraigne lady Elizabeth by the grace of god Quene of Englande France and Irelande defender of the Faith etc. **Betwene** the right worshipfull Richard Harpur One of the Quenes majesties Justices of the Common plees at Westmynster upon thone partie and William Manyfold thelder of Shene in the Countie of Stafford husband upon thother partie witnessith that for and in Consideracion of the some of fourtene poundes of good and lanfull money of England to him the said Richarde his executors or assignes at the now mansion house of the said Richarde at Swarkeston in the Countie of Derby by the said William his executors or assignes hereafter to be paid in name of a fine in maner and fourme followinge that is to witt Fortie shillinges therof at and in the feast daie of Saint michaell tharkangell next ensuinge the <daie of the> date hereof and thre poundes at and in the like feast daie then next followinge and other three poundes at and in the like feast daie then next following and other thre poundes at and in the like feast daie then next followinge and other three poundes residene of the said somme of fourtene poundes at and in the like feast daie then next followinge in full payment and satisfaction of the said Fyne of Fourtene poundes **He the** said Richard hath demised graunted sett and to fearme hath letten and by theis presentes doth demise graunte sett and to fearme doth lett unto the said William all that his mease Fearme or Tenement scituat lyinge and beinge in Shene and parcell of the mannour or lordshipp of Aulsfeild alias Astonfeild aforesaid in the*

<sup>87</sup> The original lease also survives as **D2375/E/L/3/2/13 (D2375/M/190/1/17).**



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Countie of Stafforde aforesaid Commonlie called and knowne by the name of Whittell banke wherein the said William now inhabiteth Together with all and singuler other the houses buildinges barnes Stables Courtes voides Romes Commodities easamentes Orchardes gardens Closures Closes pastures meadowes and other hereditamentes with their appurtenances whatsoever to the said Fearme mease <or> Tenement belonginge or in any wise appurteyninge or with the Same by the said William as parcell therof or therunto in any wise appurteyninge **TO have and to holde** the said mease Fearme or Tenement landes meadowes and pastures and other the premisses with All and singuler thappurtenance unto the said William his executors and assignes from the daie of the date of theis presentes for and duringe and untill the full ende and tearme of one hundred yeres then next and ymediatlie ensuyng and fully to Complete and ended yf the said William Johan now his wiffe and William Manyfold the yonger their sonne or any one of them shall happen so longe to live **Yeldinge** and payinge therfore yerelie duringe the said tearme unto the said Richarde his heires and assignes twentie shillinges of lawfull money of Englande at two tearmes in the yere most usuall that is to witt at the feaste of Thanunciation of our blessed lady S<sup>t</sup> Mary the virgin and S<sup>t</sup> michell Tharkangell by even porcions and also two Capons yerelie at the feast of Easter to be delivered to the bailiffe or other officer of the said Richarde at Aulsfeild aforesaid whom the said Richard his heires or assignes shall appointe duringe the said tearme **And if** it happen the said yerelie Rent of twentie shillinges and the said two Capons to be behinde And unpaid in parte or in all by the space of twentie daies after any of the feast daies aforesaid in which it ought to be paid beinge lawfullie demaunded That then yt shall and may be lawfull to and for the said Richard his heires and assignes into the said mease Fearme or Tenement and other the premisses with all and singuler their appurtenances to Reenter and the same to Repossede and have againe as in his and their former estate this Indenture or anythinge therein conteyned to the Contrarie in any wise notwithstandinge **And** it is agreed betweene the said parties that it shalbe lawfull to and for the said William thelder to assigne the premisses to his wiffe duringe her widohodd and after to the said William the yonger duringe the residewe of the said tearme if he the said William the yonger shall happ so longe to live. **Provided** alwaies and it is Covenanted Condescended graunted and agreed by and betwene the said parties and the said William thelder for him his executors and assignes doth Covenante promise and agree to and with the said Richard his heires executors and assignes That nether the said William thelder Johan nor William the yonger nor any one of them other then the said William thelder to his said wiffe and Child as afore is said shall alien and lett the premisses nor any parte or parcells thereof (except two Closes parcell of the premisses thone called the banke and thother the great Sutch which the said Richarde by theis presentes bath and doth licence the said William thelder to lett to his most advantage for and duringe the tearme of Seven yeres nowe next ensuinge after the date hereof if he the said William thelder Johan or William the yonger or any one of them <shall> happ so lone to live) nor any their estate or parcell therof therein to any person or persons without thassent and Consent of the said Richarde or his heires not that the said William thelder Johan and William the yonger nor any of them shall procure or suffer any wilfull hinderance or disherison of and in the premisses or any parte or parcells therof to Come or growe to the said Richarde or his heires neither that they the said William thelder Johan and William the yonger nor any of them shall ne do bargaine sell give or graunte any peate or peates Turffe or Turves gotten upon the lordes waste to any person or persons **And Also** the said William thelder for him his executors and assignes doth Covenante promise and graunte to and with the said Richard and his heires by theis presentes that they the said William thelder Johan and William the<sup>88</sup> yonger and ich and everie of theim beinge Tenante of the premisses in possession shall at all and every time and times duringe the tearme aforesaid when and as often as the said Richarde or any his heire shalbe Commaunded in person to serve the prince in Warres or other journey shalbe redy or else finde one well and sufficientlie furnished

<sup>88</sup> Something partially erased at the end of the line.





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*and arraied in all pointes necessarie for the said purpose to waite and attende upon the said Richard or his said beire duringe all the said journey And that also the said William thelder Johan and William the yonger and every of them beinge tenaunte of the premisses shall do suite to the Courte of the said Richarde his heires or assignes at Aulsfeild aforesaid yerelie duringe the said tearme **And it** is furthermore graunted condescended and agreed by and betwene the said parties to theis presentes and the said William thelder for him his executors and assignes Covenauteth promiseth and graunteth to and with the said Richarde and his heires by theis presentes that he the same Richarde and his heires at and upon the death of ich of the said William thelder Johan and William the yonger dyinge tenaunte of the premisses or the moitie therof in possession shall have and Receve the best beast of the Tenaunte so dyinge in the waie of an heriect And that also the same William thelder Johan and William the yonger and every of them shall and will duringe their tearme aforesaid well and sufficientlie mayntaine repaier and uphold all the buildinges hedges ditches and other fences whatsoever in and aboute or upon the premisses or any parte or parcells therof and in thende of the said tearme so leave the same **In witnes** wherof the parties above named to theis presentes Enterchangeable have putt their seales thedaie and yere first above written.*

On seal fold: *sign' dicti Willelmi sen'*

Endorsed: *Sealed and delivered in the  
presence of Gawen Phillipps  
John Boulde*

*Whittle Bancke  
William Manifold*

The original lease **D2375/E/L/3/2/13 (D2375/M/190/1/17)** has the following difference:

It is signed: *per me Ricardum Harpur.*

The seal survives.

It is endorsed: *Sursum reddit in manus ~~domini~~ Domini ad curiam tentam apud  
Alstonfeld primo die Aprilis per infranominat' Willelmum  
Manifold seniore et Johannam uxorem eius ~~et Willelmum~~  
... .. ei... predictam Johannam solu examinat' fuit*

*Sealed and Delivered in the  
Presence of John Ch...  
Gawen Phillip*

*William Manifold*

*Whittle Bancke per  
Willelmum Manifold*

*Parcels taken from  
a later lease of*



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*the same Premises*



**2) Derbyshire Record Office, D2375/E/L/3/2/5 (D2375/M/189/14 (No. 498)).**

Counterpart lease indented, made between:

- (i) John Harpur of Swarkeston, Derbyshire, esquire; and,
- (ii) John Harrison of Hurdlow in the parish of Hartington, Derbyshire, yeoman;

witnessing that (i), in consideration of the sum of £40 to be paid to him, his executors, administrators or assigns, by (ii), his executors, administrators and assigns, at the mansion house of (i), at Swarkeston, namely £20 before the sealing and delivery of the lease, £5 at the feast of St Michael the Archangel next, £5 at the same feast following, £5 at the same feast 1583, and £5 on the same feast 1584, has let to (ii) all that messuage, farm or tenement, with their appurtenances, called *Whittell Bancke*, situated in Sheen, Staffordshire, and parcel of the manor or lordship of Alstonefield, Staffordshire, and now or late in the occupation of William Manifold, or his assigns.

To have and to hold the same messuage, farm or tenement, lands, meadows, pastures and other premises, with all their appurtenances, to (ii), his executors, administrators and assigns, from the day of these presents, during the term of 100 years, if (ii), Abraham Harrison and William Harrison, his sons, or any of them will live so long.

Yielding to (ii), his heirs and assigns, 30s. at the feasts of St Michael the Archangel, and the Annunciation of Our Lady St Mary the Virgin, by equal portions; and also two capons annually at the feast of Pentecost called Whit Sunday), with provisions for the payment of a heriot, and in case the rent falls into arrears.

31 March 1581.

Signed and sealed.

***This Indenture made** the xxxvj<sup>th</sup> daie of marche in the xxiiij<sup>th</sup> yere of the Raigne of our soveraigne lady Elizabeth by the grace of god Quene of England France and Ireland defender of the Faith etc. **Betwene** John Harpur of Swarkeston in the Countie of Derby esquier upon thone partie and John Harrison of Handlowe within the parishe of Hartington and Countie of Darby aforesaid yoman upon thother partie **Witnessith** that for and in consideracion of the some of Fortie poundes of lawfull englishe money to the said John Harpur his executors administrators or assignes by the said John Harrison his executors administrators and assignes well and trulie to be paid in maner and forme followinge at and in the mansion house of the said John att Swarkeston aforesaid That is to witt twentie poundes therof at or before the Sealinge and deliveringe of theis presentes which the said John Harpur confesseth to have receaved and Five poundes therof at and in the Feast daie of St Michaell tharchangell next ensuyng the daie of the date herof and other Five poundes therof att and in the like Feast daie then next followinge and other Five poundes therof at and in the like Feast daie which shalbe in the yere of our lord god one thousande Five hundred Fourescore and thre and other Five poundes at and in the like Feast daie which shalbe in the yere of our lord god one thousande Five hundred Fourescore and Foure in full payment and satisfaction of the said some of Fortie poundes **He the** John Harpur hath demised graunted sett and to Fearme hath letten and by theis presenteꝝ doth demise graunte sett and to fearme lett unto the said John Harrison all that his messuage fearme or Tenement with thappurtenances called Whittell banke scituat and beinge in Sheene in the Countie of Stafford and parcell of the Mannour or lordshipp of Alstonfeild in the said Countie of Stafford and now or late in the tenure or ocupacion of William Manifold or of his assignes together with all the houses barnes Stables Orchardes gardens closes closures landes meadowes pastures Fedinges Commons Comodities easamentes*



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and proffittes therunto belonginge or therewith used or occupied **To have and to hold** the said mesuage Fearme or Tenement landes Meadowes pastures and other the premisses with all and singuler thappurtenaunces to the said John Harrison his executors administrators assignes from the daie of the date of theis presentez for and duringe the tearme of one hundred yeres next and ymediatlie ensuyng Fully to be complete and ended yf he the said John Harrison Abraham Harrison William Harrison his sonnes or any one of them shall happen so longe to live **Yeldinge** and payinge therefore yerelie duringe the said tearme unto the said John Harpur his heires and assignes thirtie shillinges of lawfull englishe money at the Feastes of St Michell tharkangell and thannciation of our lady St Mary the Virgin by even porcions And also two Capons yerelie at the Feast of penticost called Whit sondaie And also yeldinge and payinge the best beast of every Tenante dyinge principall Tenante of the premisses for and in the name of heriotte at every of their deceasses **And** the said John Harrison for him his executors administrators and assignes doth Covenauante promise graunte and Aggree to and with the said John Harpur his heires executors and administrators and every of them by theis presentez that he the said John Harrison his executors administrators or assignes beinge principall Tenante of the premisses in possession shall go and serve with and under the said John Harpur and every his heires in the Warres so often and when he the said John Harpur or any his heire shalbe Commaunded and appointed in proper person to serve the Quenes majestie her heires or Successors in the Warres duringe or within the said tearme or els at every Such Journey in sted therof at the proper costes and charges of the said John Harrison his executors or assignes shall finde one able man well and sufficientlie armed and arrayed that shall go and serve in his and every their places duringe all and every such War faringe Journey. Or els at the choice and election of the said John Harpur and every his heire so goinge into Warres shall yeld and paie unto the said John <Harpur> and every his heire so servinge in Warres thirtie shillinges of lawfull englishe money at his and every their entrey into such Journey towards his and every their charges in the same And that also he the said John Harrison his executors and assignes beinge Tenaubte of the premisses in possession shall do suite and service to all the Courtes of the said John Harpur his heires or assignes to be holden at Alstonfeild aforesaid upon reasonable warninge yerelie duringe the said tearme And also shall well and sufficientlie from time to time and att all times nedfull duringe the said tearme Repaies uphold and mayntaine the said mesuage and premisses and every parte therof in and with all and all maner Reparacions whatsoever at <his and> their and every their costes and charges And in thende of the said tearme shall leave the same well and sufficientlie Repaired and Tenantable **And** it is Covenauanted and agreed by and betwene the said parties to theis presentez that he the said John Harrison by his assignement or last will and Testament shall and may demise the moitie of the said mesuage and premisses to Katherin now his wiffe Abraham after his deceasse duringe the residew of the said tearme if he the said Abraham shall live so longe And after the deceasse of the said Abraham to the said William duringe the residewe of the said tearme then to come if he the said William shall happen so longe to live **Provided** alwaies nevertheles that if it shall happen the said yerelie rent of xxxs or any parte therof or the said two rent Capons or one of them or any heriott to be behinde and unpaid by the space of Twentie daies contrarie to the true intent and meanyng of theis presentez the same beinge lawfullie demaunded Or <yf> he the said John Harrison Katherin now his wiffe Abram or William or any one of them at any time duringe the said tearme do shall allyen bargaine sell give graunte assigne or sett over their or any their Interest or tearme of and in the premisses or any parte therof or do sett or lett the premisses or any parte therof at any time duringe the said tearme to any person or persons (other then the said John Harrison to the said Katherin Abraham or William in maner and forme aforesaid or the said Katherin to the said Abraham or William or the said Abraham to the said William) or that if the said premisses or any parte therof after the decease of the said John Harrison shalbe left or come to the possession of any other person or persons other then to the said Katherin Abraham or William and so from one to thother of them in maner and forme aforesaid without the consent and licence of the said John Harpur his heires or assignes in Writinge or of his



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*Stewarde in open Courte first obteyned and hadd Or that if they or any of them at any time duringe the said tearme beinge Tenante of the premisses in possession shall or do bargaine or sell give or graunte any Turves or peates gotten or to be gotten upon the Wastes within the said lordshipp of Alstonfeild to any person or persons without the like consent first obteyned and hadd Or that if they or any of them shall or do Commytt or cause to be Commytted any Wilfull wast in and upon the premisses or any parte therof Or that if they or any of them do or shall Comytt or cause to be comytted and don any Treason or Felony at any time Duringe the said tearme That then and from thence forth it shall and may be lawfull to and for the said John Harpur his heires or assignes or every of them into the said mesuage and premisses and into every parte therof with all and singuler thappurtenaunces to Reenter and the same to Repossede and have againe as in his and their first estate This Indenture or any thinge therin conteyned to the contrarie notwithstandinge **In witness** wherof the parties above named to this presentꝝ Enterchaungeable have putt their Seales the daie and yere first above written.*

Endorsed:      *Sealed and delivered in the presence of us:*  
*Ganyn Phillipps,*  
*Richard Smythe,*  
*Richard Sutton,*  
*William Jackson.'*

*'Whittle Bancke*  
*Per Johannem Harrison'.*

*No 498'.*



**3) Derbyshire Record Office, D2375/E/L/3/2/5 (D2375/M/189/14 (No. 500)).**

Counterpart lease indented, made between:

- (iii) Sir John Harpur of Swarkeston, Derbyshire, kt; and,
- (iv) William Horobin of *Whittle Bancke*, in the parish of Sheen, Staffordshire, husbandman;

witnessing that (i), in consideration of the sum of £54 paid to him by (ii), has let to (ii), all that messuage, farm or tenement with the appurtenances, wherein (ii) lives, with 28 acres of land, meadow and pasture, being at *Whittle Bancke* in the parish of Sheen, Staffordshire, with their appurtenances, and then in the tenure of (ii), or his assigns.

To have and to hold the messuage, farm or tenement, and 28 acres of land, meadow and pasture, and all the premises with their appurtenances, to (ii), his executors, administrators and assigns, from day of these present, for the term of 80 years, if (ii), John Horobin, brother of (ii), and Robert Archer, son of Richard Archer of Scropton, Derbyshire, shall live so long.

Yielding during the term to (i), during his life, and after his death to whomever has the reversion or remainder of all the premises, of the rent or sum of 28s., at the two feasts of the Annunciation of Our Lady St Mary the Virgin (25 March), and St Michael the Archangel (29 September), by equal portions; and also two fat capons annually at the feast of Pentecost), with provisions for the payment of a heriot, and in case the rent falls into arrears.

1 January 1611.

Signed and sealed.

***This Indenture made** the first daye of January in yeare of the Raigne of our soveraigne Lord James by the grace of god kinge of England Fraunce and Ireland defendor of the Faith etc the eaight and of Scotland the fouer and forteth **Betwene** Sir John Harpur of Swarkeston in the County of Derby knight of the one partie And William Horobin of Whittle Bancke in the parishe of Sheene in the County of Stafford husbandman of the other partie **Witnesseth** That for and in consideracion of the some of fyftie and fouer poundes of good and lawfull money of England to him the said Sir John Harpur by the said William Horobin in hand paid before the sealinge and delivering of theis presents wherof and wherwith the said Sir John Harpur acknowledgeth himself fully Contented satisfied and paid And therof and of every parte and parcell therof doth fully Cleerly and absolutely acqute exonerate and discharge the said William Horobin his executors and administrators and every of them for ever by theis presents **he** the said Sir John Harpur hath demised graunted sett and to ferme letten And by theis presents doth demise graunt sett and to ferme lett unto the said William Horobin All that his messuage farme or Tenement with thappurtence wherein the said William Horobin doth nowe inhabite and dwell with Twenty and eaight Acres or therabouts of land meadowe and pasture therunto belonging scituate lying and being at Whittle Bancke aforesaid in the said parishe of Sheene in the said County of Stafford Together also with all and singuler howses Edifices buildinges barnes stables orchardes gardens landes meadowes leasowes and pastuers feedinges Comons Easements profitts comodities and hereditamentes with thappurtenaunces whatsoever to the said messuage farme or Tenement nowe or hertofore belonging or accepted reputed taken known used demised or occupied to or with the same or any parte therof with all and every their their appurtenaunces and nowe in the Tenure holdinge or ocupacion of the said William Horobin or of his assignes the woodes and Trees growing and to be growing in and upon the sayd premisses or any parte therof only excepted **To have and to holde** the said messuage farme or*





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*Tenement and the said Twenty and Eaight acres of land meadowe and pasture and all and singular other the premisses with thapp[ur]tenances and every parte and parcell thereof (except before excepted) unto the said William Horobin his executors administrators and assignes from the daye of the date of theis presents for and during the full tyme and terme of fouer score years thence next and Imediatly ensuing fully to be Complet and ended yf he the said William Horobin John Horobin brother of the said William and Robert Archer sonne of Richard Archer of Scropton in the said County of Derby or any one of them shall happen so longe to lyve **Yeilding** and payinge therefore yearly during the said terme unto the said Sir John Harpur duringe his naturall liffe and after his decease to such person or persons as shall have the next and Imediate reversion or remainder of all and singular the premisses the rent or some of Twenty and Eaight shillinges of lawfull English money at two feasts or daies in the yeare That ys to saye at the feasts of Thannunciacion of our Lady St Mary the virgin And St Michaell Tharkangell by even porcions And also two fatt Capons yearly at the Feast of Penticost And also yeilding at the decease of the said William Horobin and of every other Tenaunt of the premisses dying Tenaunt therof or of any parte therof duringe the said terme his or their best beast or other their best good for and in the name of harriotts. **And** the said William Horobin for him his executors administrators and assignes and every of them doth covenaut and graunt to and with the said Sir John Harpur his heires and assignes by theis presents That so often and when the said Sir John Harpur or any his heire in proper person shall serve the kinges Majestie his heires or successors in the warrs he the said William Horobin his executors administrators and assignes being Tenautes of the premisses or of any parte therof during the said terme and being an able person fitt for that purpose shall goe and serve with and under the said Sir John Harpur and every his said heire so going into warrs during all the tyme of such service or els at the Choice and election of the said Sir John Harpur and every his said heire so goinge into warrs he the said William Horobin his executors administrators or assignes ten[an]ts of the p[re]misses or any p[ar]te therof during the said terme shall yeild and paye unto the said Sir John Harpur and every his said heire so going into warrs the some of Thirty shillinges of lawfull English money at or before his and every their entry into the same or into such Jorney ar voyage of warrs towards their and every of their Charges in the same or els shall finde one able man well and sufficiently furnished and Arrayed with Armor fitt for the warrs That shall and will performe the same in steed of the said William Horobin his executors administrators and assignes during all and every such service **And** also the said William Horobin for him his executors administrators and assignes and every of them doth Covenaut and graunt to and with the said Sir John Harpur his heires and assignes by these presents That he the said William Horobin his executors administrators and assignes and every of them from tyme to tyme so often and when neede shall requier shall and will well and sufficiently repaier uphold maintaine and keepe the said messuage or Tenament with all the howses and buildinges therunto belonginge And the said Twenty and Eaight acres of land meadowe and pasture with all the hedges dytches and fences therof in and with all manner of reparacions Necessarie whatsoever and in the end of the said terme shall leave the same so well and sufficientye repaired maintained and Tenantable End that also he the said William Horobin his executors administrators and assignes and every of them during the said terme shall grind all their Corne and mault at the mylne of the said Sir John Harpur his heires and assignes called Longnor mylne and also during the said terme shall beare and paye all out rents duties and services yearly yssuing out and to be due to and for the said demised premisses to the kinges Majestie his heires and successors or to any other person or persons **Provided** allwaies Nevertheles that yf yt shall happen the said yearly rent of Twenty and Eaight shillinges or any parte therof or the said <rent> Capons or any harriott to be behind unpaid at any tyme or tymes after the same shalbe due by the space of Twenty daies Contrary to the true intent and meaning of theis presents the same being lawfully demaunded or that yf he the said William Horobin his executors administrators or assignes or any of them at any tyme during the said terme shall or doe Allien sell assigne or sett over the said*



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*messuage or Tenement and other the demised premisses or any parte thereof his or their whole terme or Interest or parcell therof of and in the premisses aforesaid to any person or persons whatsoever other then the said William Horobin to the said John Horobin or Robert Archer without the Consent of the said Sir John Harpur his heires or assignes in writing under his or their hand and seale therunto first obtained and had or that yf he the said William Horobin his executors administrators or assignes or any of them at any tyme during the said terme shall or doe Comitt procure suffer or Cause to be Committed procured or suffered any willfull wast or disberisen at any tyme to the said Sir John Harpur his heires or assignes in or upon the premisses or any parte thereof or shall or doe Comitt any Treason or felony at any tyme duringe the said terme That then and from thenceforth this present lease and demise to be voide and of none effect Any thinge in theis presents contained to the Contrary in anye wise notwithstandinge **In Witnes** wherof the parties above named to theis presents Interchaungeable have putto their handes and seales the daye and yeare first above written.*

Endorsed:                      *Sealed and delivered in the presence of:*  
*Thomas Pomfrett,*  
*Richard Whinyats,*  
*Lyn Slekins,*  
*George Goodwyn.*

*Sheene Whittle Bancke.*

*A lease to William Horobin of [a] messuage and xxviij acres ther for lxxx years yf [the said] John Horobin his brother, and Robert Archer s[o lo]nge lyve primo Januarii 1610.*

*No. 500.*



4) **Derbyshire Record Office, D2375/E/L/3/2/5 (D2375/M/189/14 No. 499).**<sup>89</sup>

Lease indented, made between:

- (i) Sir John Harpur of Swarkeston, Derbyshire, kt; and,
- (ii) Abraham Harrison of *Whittle Bancke*, parish of Sheen, Staffordshire, yeoman;

witnessing that (i), in consideration of the sum of £20 paid to him by (ii), has let to (ii), all that messuage or tenement, with the appurtenances, in which (ii) lives, situated at *Whittle Bancke* in the parish of Sheen, Staffordshire, together with 30 acres of land, meadow and pasture.

To have and to hold the messuage or tenement, and 30 acres of land, meadow and pasture, and all the other premises, with the appurtenances, to (ii), his executors, administrators and assigns, from the date of these presents, for the term of 80 years, if (ii), Ellen now his wife, and Edmund Harrison, their son, or any of them shall live so long.

Yielding during the term of the lease to (i), during his life, and after his death to whomever has the reversion or remainder of all the premises, of the rent or sum of 30s. at the feasts of the Annunciation of Our Lady St Mary the Virgin (25 March), and St Michael the Archangel (29 September), by equal portions; and also two good capons annually at the feast of the Nativity of St John the Baptist (24 June), with provisions for the payment of a heriot, and in case the rent falls into arrears.

1 October 1611.

Signed and sealed.

*This indenture made the first day of October in the ninth years of the raigne of our soueraigne Lord James by the grace of god Kinge of England Fraunce and Ireland defendor of the faith etc the Nynth and of Scotland the fyve and forteth **Betwene** Sir John Harpur of Swarkeston in the County of Derby Knight of the one partie And Abraham Harrison of Whittle Banke in the parishe of Sheene in in the County of Stafford yeoman of the other partie **Witnesseth** That for and in Consideracion of the some of Twenty poundes of good and lawfull money of England to him the said Sir John Harpur by the said Abraham Harrison in hand payde before the sealinge and deliveringe of theis presents wherof and wherwith He the said Sir John Harpur acknowledgeth himselfe fully contented satisfied and payde And therof and of every parte and parcell therof doth fully cleerly and absolutely acqyite and discharge the said Abraham Harrison his executors and administrators and every of them for ever by theis presents **he** the said Sir John Harpur hath demised graunted sett and to farme letten and by theis presents doth demise graunt sett and to farme lett unto the said Abraham Harrison All that messuage or Tenement with thappurtenaunces wherin the said Abraham Harrison doth nowe inhabite and dwell scituate and beinge at Whittle bancke aforesaid in the said parishe of Sheene<sup>90</sup> and County of Stafford Together with Thirty Acres or therabouts of lande meadowe and pasture thereunto belonginge And also all and singuler howses Edifices buildinges barnes stables orchardes gardens landes meadowes pastures feedinges Easements profitts Comodities <Comons> and hereditamentes with thappurtenaunces whatsoever to the said messuage and Thirty acres of land meadowe and pasture nowe belonginge or appurteyninge or accepted reputed taken knowen used demised or occupied to or with the same or any parte therof with all and every their appurtenaunces and nowe in the Tenure holdinge or occupacion of the said Abraham Harrison or of his assignes The woodes and Trees growinge and to be growinge in and upon the said premisses or any parte therof only excepted. **To have and to holde** the said*

<sup>89</sup> The counterpart survives as **Derbyshire Record Office, D2375/E/L/3/14/1 (D2375/M/190/1/5 (No. 499))**

<sup>90</sup> Written over an erasure.



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*messuage or Tenement and the said Thirty Acres of land meadowe and pasture and all and singuler other the premisses with thappurtenaunces and every parte and parcell therof <except before excepted> unto the said Abraham Harrison his executors administrators and assignes from the daye of the date of theis presents unto the end and terme of fouerscore years thence next and Imediatly ensuinge fully to be complet and ended yf be the said Abraham Harrison Ellen nowe his wiffe and Edmund Harrison their sonne or any one of them shall happen so longe to hve **Yeildinge** and payinge therfore yearly duringe the said terme unto the said Sir John Harpur duringe his Naturall liffe and after his decease to such person or persons as shall have the next and Imediate reversion or remainder of all and singuler the premisses the rent or some of Thirty shillings of lawfull English money at the feasts of Thannunciacion of our Lady St Marie the virgin and St Michaell Tharkangell by even porcions And also two Capons yearly at the feast of Penticost And also yeildinge at the decease of the said Abraham Harrison and of every other Tenaunt of the premisses dyinge Tenaunt therof or of any parte therof duringe the said terme his her or their best beast or other their best good for and in the name of a harriott **And** the said Abraham Harrison for him his executors administrators and assignes and every of them doth Covenaut and graunt to and with the said Sir John Harpur his heires and assignes by theis presents That so often and when the said Sir John Harpur or any his heire in proper person shall serve the kings majestie his heires or successors in the warrs be the said Abraham Harrison his executors administrators or assignes or some of them beinge tenauntes of the premisses duringe the said terme and beinge able and fitt persons for that purpose shall goe and serve with and under the said Sir John Harpur and every his said heire so goinge into warrs duringe all the tyme of such service or els at the Choice and election of the said Sir John Harpur and every his said heire so goinge into warrs be the said Abraham Harrison his executors administrators or assignes tenauntes of the premisses or of any parte therof duringe the said terme shall yeild and paye unto the said Sir John Harpur and every his said heire so goinge into warrs the some of Forty shillings of lawfull English money at or before his and every their entry in to the same or into such Journey or voyage of warrs towards their and every of their charges in the same or els shall finde one able man well and sufficiently furnished and Arrayed with Armor fitt for the warrs that shall and will performe the same in steed of the said Abraham Harrison his executors administrators or assignes during all and every such service **And** also the said Abraham Harrison for him his executors administrators and assignes and every of them doth covenaut and graunt to and with the said Sir John Harpur his heires and assignes by theis presents That he the said Abraham Harrison his executors administrators and assignes and every of them from tyme to tyme at all tymes duringe the said terme shall and will well and sufficiently repaier uphold maintaine and keepe the said messuage or Tenement and the said Thirty acres of land meadowe and pasture and all other the demised premisses <with all the hedges dytches fences meadowe groundes and inclosuers therof> in and with all manner of Reparacions Necessarie whatsoever and in the end of the said terme shall leave the same so well and sufficiently repaired maintained and Tenaunable And that also be the said Abraham Harrison his executors administrators and assignes and every of them duringe the said terme shall grinde all their Corne and mault at the mylne of the saide Sir John Harpur his heires and assignes called by the name of Longnor mylne in the said County of Stafford And also duringe the said terme shall beare and paye all out rents duties and services yearly yssuing out and to be due to and for the said demised premisses to the kinges Majestie his heires <or> successors or to any other person or persons **Provided** allwaies Nevertheles That yf yt shall happen the said yearly rent of Thirty shillings or any parte therof or the said Rent Capons or any harriott to be behinde and unpayde at any tyme or tymes after the same shalbe due by the space of Twenty daies Contrary to the true intent and meaninge of theis presents the same beinge lawfully demaunded or that yf be the said Abraham Harrison his executors administrators or assignes or any of them at any tyme duringe the said terme shall or doe Allien sell assigne or sett over the said messuage or Tenement and other the demised premisses or any parte therof or his or their whole terme or Interest or parcell*



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*therof of and in the premisses aforesaid to any person or persons whatsoever other then the said Abraham Harrison to the said Ellen his wiffe or to some of his children without the Consent of the said Sir John Harpur his heires or assignes in writinge under his or their hande and seale thereunto first obtained and hadd or that ys he the said Abraham Harrison his executors administrators or assignes or any of them at any tyme duringe the said terme shall or doe Comitt procure or suffer or cause to be Comitted procured or suffered any willfull wast or disherison at any tyme to the said Sir John Harpur his heires or assignes in or upon the premisses or any parte therof or shall or doe Comitt any Treason or felony at tyme duringe the said terme That then and from thenceforth this present lease and demise to be voide and of none effect any thinge in theis presents contained to the Contrary in any wise Notwithstandinge **In witnes** wherof the parties above named to theis presents interchaungeablie have putto their handes and seales the daye and yeare first above written.*

Endorsed:     *Sealed and delivered in the presence of:*  
*William Harryson,*  
*John Gaw...,*  
*John Stevenson’.*

*Whittle Bancke.*

*A lease to Abraham Harrison of of a messuage and thirty Acres ther for lxxx years if he,  
Ellen his wiffe and Edmund their sonne so long hyve primo octobris 1611.*

The original lease **Derbyshire Record Office, D2375/E/L/3/14/1 (D2375/M/190/1/5 (No. 499))** has the following difference:

Endorsed:     *Sealed and delivered in the presence of:*  
*William Harryson*  
*John Olliver*  
*John Stevenson*  
*Humfr: Goodwyn*

*Whittle Bancke*

*A lease to Abraham Harrison of of a messuage and thirty Acres ther for lxxx years yf he  
Ellen his wiffe and Edmund their sonne so longe hyve primo octobris 1622.*

*No. 499’*





**5) Derbyshire Record Office, D2375/E/L/3/14/1 (D2375/M/190/1/5).**

Counterpart lease indented, made between:

- (i) Sir John Harpur of Swarkeston, Derbyshire, kt; and,
- (ii) William Mellor of Longnor Mill, the parish of Alstonefield, Staffordshire, miller;

witnessing that (i), in consideration of the sum of £56 paid to him by (ii), has let to (ii), his executors, administrators and assigns, all that messuage or tenement, with their appurtenances, in which Agnes Horobin, widow, lives, situated at *Whittle Bancke* in the parish of Sheen, Staffordshire, with 28 acres of land, meadow and pasture, by estimation, pertaining to the messuage or tenement, and now or late in the tenure, holding or occupation of the same Agnes Horobin or William Horobin, late her husband, deceased.

To have and to hold the messuage or tenements, and the 28 acres of land, meadow and pasture, to (ii), his executors, administrators and assigns, from the feast of All Saints (1 November) last past, for the term of 80 years next following, if (ii), the same Agnes Horobin, whom (ii) intends to marry, and William Horobin, her son, or any of them lives so long.

Yielding during the term to (i) during his life, and after his death, to whomever has the reversion or remainder of the premises, the rent of 30s. at the feasts of the Annunciation of Our Lady St Mary the Virgin (25 March), and St Michael the Archangel (29 September), by equal portions; and also two good capons annually at the feast of the Nativity of St John the Baptist (24 June), with provisions for the payment of a heriot, and in case the rent falls into arrears.

10 December 1618.

Signed and sealed.

***This Indenture made** the Tenth daye of December in the years of the Raigne of our soveraigne Lord James by the grace of god kinge of England Fraunce and Ireland defender of the faith etc the Sixtenth and of Scotland the two and Fiftithe **Betwene** Sir John Harpur of Swarkeston in the County of Derby Knight of the one partie And William Mellor of Longnor mylne in the parishe of Alstonfield in the County of Stafford Mylner of the other partie **Witnesseth** That for and in Consideracion of the some of fiftie and sixe poundes of good and lawfull money of England to him the said Sir John Harpur by the said William Mellor in hand well and trulye contented and paide before the sealinge and deliveringe of theis presentes wherof and wherwith he the said Sir John Harpur acknowledgeth himselfe fully contented satisfied and paide And therof and of every parte and parcell therof doth freely cleerly and absolutely acquite exonerate and discharge the said William Mellor his executors and administrators and every of them for ever by theis presentes **he** the said Sir John Harpur hath demised graunted sett and to farme letten And by theis presentes doth demise graunt sett and to Farme lett unto the said William Mellor his executors administrators and assignes All that messuage or Tenement with thappurtenances wherin Agnes Horobin widdowe doth nowe inhabitt and dwell scituate and beinge at Whittle bancke in the parishe of Sheene in the County of Stafford with Twenty and Eaight Acres of Lande meadowe and pasture <by estimacion be yt more or lesse> to the same messuage or Tenement belonginge or appurteyninge Together also with all and singuler houses Edifices buildinges barnes stables yerdes backsides orchardes gardens Landes meadowes leasowes pastuers Closes <comons> wayes Easements profitts comodities and hereditamentes with thappurtenances whatsoever to the said messuage or Tenement nowe belonginge or appurteyninge or accepted reputed taken knownen used demised or occupied to or with the same messuage of Tenement as parte parcell or member therof with all and every their appurtenaunces and noew or late also in the Tenure holdinge or occupacion of the said Agnes Horobin*





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*or William Horobin her late husband deceased or of their or one of their assignee or assignes The woodes and Trees growinge and to be growinge in and upon the said premisses or any parte thereof onely excepted **To have and to holde** the said messuage or Tenement and twenty and Eaight acres of Lande meadowe and pasture and all and singuler other the premisses with thappurtenaunces except before excepted unto the said William Mellor his executors administrators and assignes from the feast daye of All Saintes last past Before the date of theis presentes for and duringe the full tyme and terme of Fouerscore yeares thence next and Immediately ensuinge fully to be Complet and ended yf he the said William Mellor the said Agnes Horobin (whom by godes grace he intendeth to marrie) and William Horobin her sonn or any one of them shall happen soe longe to live **Yeildinge** and payinge therfore yearly duringe the said terme unto the said Sir John Harpur duringe his naturall liffe and after his decease to such person or persons as shall have the next and Immediate reversion or remainder of all and singuler the premisses the Rent or some of Thirty shillinges of lawfull money of England at the feastes of Thannunciation of our Lady S<sup>t</sup> marie the virgin And S<sup>t</sup> Michaell Tharkangell by even porcons And also two good Capons yearly at the feast of the Nativitie of S<sup>t</sup> John the Baptist And also yeildinge at the decease of the said William Mellor and of everye other Tenaunt of the premisses dyinge Tenaunt thereof or of any parte thereof duringe the said terme his her or their best beast or three poundes sixe shillinges Eaight pence of lawfull English money at the choice of the said Sir John Harpur and his heires for and in the name of a herriott **And** the said William Mellor for him his executors administrators and assignes and every of them doth Covenaut and graunt to and with the said Sir John Harpur his heires and assignes by theis presentes That soe often and when the said Sir John Harpur or any his heire in proper person shall serve the kinges majestie his heires or successors in the warrs he the said William Mellor himselfe his executors administrators or assignes being Tenautes of the premisses or of any parte thereof duringe the said terme and beinge able and fitt persons for that purpose shall goe and serve with and under the said Sir John Harpur and every his said heire for the tyme beinge soe goinge into warrs duringe all the tyme of such service or els at the Choice of the said Sir John Harpur and every his said heire for the tyme beinge soe goinge into warrs he the said William Mellor his execuots administrators or assignes Tenautes of the premisses or of any parte thereof duringe the said terme shall yeild and paye unto the said Sir John Harpur and every his said heire for the tyme beinge soe goinge into warrs the some of fortye shillinges of lawfull English money at or before his and every their entry into the same or into suche Journey or voyage of warrs towards their and every of their charges in the same or els shall finde one able man well and sufficiently furnished and Arrayed with Armor fitt for the warrs that shall and will performe the some in steed of the said William Mellor his executors administrators or assignes duringe all and every such service **And** also the said William Mellor for him his executors administrators and assignes and every of them doth covenaut and graunt to and with the said Sir John Harpur his heires and assignes by theis presentes That he the said William Mellor his executors adminstrators and assignes and every of them from tyme to tyme at all tymes duringe the said terme soe often and when neede shall requier shall and will well and sufficiently Repaier uphold maintaine and keepe the said messuage or Tenement with all the howses and buildinges therunto belonginge And the said twenty and Eaight acres of Lande meadowe and pasture with all the hedges dytches fences meadowe groundes and Inclosuers thereof in and withall manner of Reparacions necessarie whatsoever And in the end of the said terme shall leave the same soe well and sufficiently Repaired fenced and maintained And that also he the said William Mellor his executors administrators and assignes and every of them duringe the said terme shall doe sute and service upon reasonable warninge at and to all the Courts and Leetes of the said Sir John Harpur his heires and assignes to be holden in Warslowe or in Longnor aforesaid or within the Baronies of Warslowe or Longnor aforesaid And shall also grind all their Corne and mault at the mylne of the said Sir John Harpur his heires or assignes in Longnor aforesaid called Longnor mylne And also duringe the said terme shall beare and pay all out rents duties and services yearly yssuing out and to be due to and for the said*



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*demised premisses the kinges Majestie his heires or successors or to any other person or persons **Provided** allwayes nevertheles That yf yt shall happen the said yearly Rent of Twenty and Eaight shillinges or any parte therof or the said Rent Capons or any harriott to be behind unpaide at any tyme or tymes after the same shalbe due by the space of Twenty daies contrary to the true intent and meaninge of theis presentes the same beinge lawfully demaunded Or that yf be the said William Mellor his executors administrators or assignes or any of them at any tyme duringe the said terme shall or doe Allien sell assigne or sett over the said messuage or Tenement and other the demised premisses or any parte therof or his or their whole terme or Interest or parcell therof of and in the premisses aforesaid to any person or persons whatsoever without the speciall lycence and consent of him the said Sir John Harpur his heires or assignes in writinge under his or their hande and seale therunto first obtained and hadd other then the said William Mellor to the said Agnes Horobin or to the said William Horobin and that alsoe be done by and with the privitie of him the saide Sir John Harpur or his heires or that yf be the said William Mellor his executors administrators or assignes or any of them at any tyme duringe the said terme shall or doe bargaine sell give or graunt any peates or Turves gotten or to be gotten in or upon the wastes of Alstonefield Warslowe or Longnor aforesaid to any person or persons whatsoever without the like Consent therunto first obtained and hadd Or that yf be the said William Mellor his executors administrators or assignes or any of them at any tyme duringe the said terme shall or doe Comitt procure or suffer or cause to be Comitted procured or suffered any willfull wast or disberison at any tyme to the said Sir John Harpur his heires or assignes in or upon the premisses or any parte therof or shall or doe Comitt any Treason or felony at any tyme duringe the said terme That then and from henceforth this present lease and demise to be voyde and of none effect Any thinge in theis presentes contained to the Contrary Notwithstandinge **Provided** also and yt ys fully agreed by and betwene the said parties to theis presentes And the said William Mellor doth for him his executors administrators and assignes Covenauunt promise and agree to and with the said Sir John Harpur his heires and assignes by theis presentes That he the said William Mellor his executors administrators and assignes shall and will quietly and peaceablie permitt and suffer him the said William Horobin sonne of the said Agnes to enter upon a full third parte of all and singuler the said messuage and twenty Eight acres of lande meadowe and pasture and other the premisses at such tyme as he shall accomplishe the full age of fouer and twenty yeares And to have and hold the same for and duringe all the terme rhen to come of and in this present lease payinge and doinge the third parte of all Rents duties and services due and payable for the same **In Witnes** wherof the parties above named to theis presentes Interchaungeablie have putto their handes and seales the daye and yeare first above written.*

Endorsed:

*Sealed and Delivered unto George Goodwyn to the use and behove of the within  
Named Sir John Harpur, Knight, in the presence:*

*Nicholas Chapman,*

*James Mellor,*

*John Froste,*

*George Froste and*

*George Goodwyn.*

*Whittle Bancke*

*A lease to William Mellor and his assigns of a messuage and xxviiij acres ther for  
lxxx years yf he, Agnes Horobin and William Horobin soe longe live. Dated x<sup>o</sup>  
Decembris 1618.*



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*Parcels taken from a former lease of the same Premises.*



6) **Derbyshire Record Office, D2375/E/L/3/14/2 (D2375/M/82/29).**<sup>91</sup>

Lease indented, made between:

- (iii) Sir John Harpur of Calke, Derbyshire, baronet; and,
- (iv) William Horobin of the parish of Sheen, Staffordshire, husbandman;

witnessing that (i), in consideration of the surrender of a former lease made of the same messuage and tenement hereafter let, made by Sir John Harpur, late of Swarkestone, Derbyshire, kt, deceased, to William Mellor, late of Longnor Mill, in the parish of Alstonefield, Staffordshire, miller, deceased, for the term of 80 years, for the lives of William Mellor, Agnes his late wife, also deceased, and (ii) who is entitled to the remainder of the term, and also in consideration of the payment of £42 6s. by (ii) to (i), has let to (ii) all that messuage and tenement with appurtenances at or near the place called *Whittle Banck*, in the parish of Sheen, containing 32 acres of land by estimation, and formerly in the possession of the Horobins, and since in the possession of William Mellor, and now in the occupation of (ii).

To Have and to Hold the same to (ii), his executors, administrators and assigns, for the term of 99 years, if (ii), and William Horobin, his son, or either of them lives so long.

Yielding yearly during the term to (i), his heirs or assigns, the rent of 33s. at the feast days of St Michael the Archangel (29 September), and the Annunciation of the Blessed Virgin Mary (25 March) by equal portions, with provisions for the payment of a heriot, and in case the rent falls into arrears.

25 September 1680.

Signed, sealed and endorsed.

***This Indenture** made the twenty fifth day of September in the twoe and thirtieth yeare of the raigne of our Sovereigne Lord Charles the Seacond by the grace of god king of England, Scotland, France and Ireland defender of the faith etc. Annoque Domini 1680 Betweene Sir John Harpur of Caulke in the County of Derby, Barronett, upon thone parte, and William Howrobin of the Parish of Sheene in the County of Stafford husbandman upon thother parte; **witneseth** that the said Sir John Harpur As well for and in Consideracion of the surrender of a former Indenture of lease heretofore made of the messuage and Tenement with thappurtances herein hereafter demysed by and from Sir John Harpur, late of Swarkeston in the said county of Derby, knight, deceased, unto William Mellor, late of Longnor Milne within the Parish of Alstonfeild in the said County of Stafford, Milner, alsoe deceased, for the terme of Fower score yeares determinable with the lives of him the said William Mellor, Agnes his late wife, alsoe deceased, and of the said William Howrobin who as assignee of the said William Mellor or otherwise is now legally intytleed or interested of, in or unto the remainder of the terme aforesaid; As alsoe for and in consideracion of the summe of Forty twoe pounds and six shillings of lawfull money of England to him the said Sir John Harpur (party to these presents)] by the said William Howrobin already in hand paid att and before then sealing and delivery of these presents **hath** demysed and granted and in, and by these presents doth demyse and graunt unto the said William Howrobin, All that one messuage and Tenement with thappurtances scituate, lying and being att or near a place called *Whittle Banck* within the said Parish of Sheene, containeing by Common estimacion thirty twoe acres of land, meadowe or pasture or thereabouts according to the measure there used bee the same more or lesse formerly in the possession of the Howrobins since in the holding of the said*

<sup>91</sup> The counterpart survives as **Derbyshire Record Office D2375/E/L/3/2/5 (D2375/M/189/14 No. 501)**



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*William Mellor and now in the occupacion of the said William Howrobin, his assignee or assignes, Together with all and all manner of howses, ediffices, buildings, yoards, orchards, gardens, lands, leasoos, meadowes, pastures, feedings, wayes, waters, watercourses, liberties, easements, proffits, Commons, Comodities and advantages whatsoever to the said messuage and tenement lying, belonging or in any wise appertaineing, or therewith or to or with the same now or att any tyme or tymes heretofore dureing and within the terme, tyme and space of twenty yeares last past before the day of the date of these presents usually held, used, occupied, possessed or enjoyed or accepted, reputed, taken or knowne as parte, parcell or member thereof in any wise (All timber trees, mynes, quarries and delfs of tynne, Lead, Cole saunell stone or any other mettall or mineral thing now groweing and being or hereafter to bee found in or upon the said premisses or any parte thereof with free liberty of ingresse, egressse and regresse unto the said Sir John Harpur party to these presents his heires and assignes att all tymes and seasons of the year to felle, Cut downe, digge, take and carry away the same att his and their wills and pleasures alwaies Excepted and forprized. **To Have and to Hould** all and singular the said premisses before in and by these presents demysed and graunted, or mencioned or intended to bee demysed and graunted as aforesaid with their and every of their appurtances and every parte and parcell thereof (Except as is before Excepted) unto the said William Howrobin, his executors, administrators and assignes from the day next before the date of these present for and dureing the terme of Ninety nine yeares thence next Ensueing fully to bee compleate and Ended if hee the said William Howrobin and William Howrobin his sonne, or either of them soe long shall live To all tenantable uses, wast Excepted. **Yielding and Paying** therefore yearly dureing the said terme hereby graunted unto the said Sir John Harpur party to these presents, his heires or assignes the rent of thirty shillings of lawfull money of England upon every feast day of St Michaell tharchangell and the anuncacion of the blessed Virgin Mary by equall porcions and att the decease of him the said William Howrobin party to these presents and of every other person or persons dying tenant or tenants of the said premisses or any parte or parcell thereof either by virtue of this demyse, or as assignee for the whole terme hereby graunted his, hir or their best beast or other best goods, or three pounds, six shillings, eight pence in moneys in Liewe thereof for and in the name and nature of an heriot, **Provided** alwaies that if it shall happen the said yearly rent to bee behind and unpaid in parte or in all, or if the said Heriot or heriots shall be detained, Eloigned or Concealed or the moneys already in Liewe of such heriot or heriots remaine unsatisfied by the space of tenne daies next after any of the daies and tymes att or on which the same ought to be respectively yelden paid or delivered as aforesaid, **or** if the said William Howrobin party to these presents, his Executors, Administrators or assignes being tenant or tenants of the said premisses, or any parte or parcell thereof shall Comitt any manner of treason, misprision of treason or felony Or shall doe, or suffer to bee done any manner of wast in or upon the said premisses or any parte thereof other then the digging and getting of marle, clay or stone for the building upon or bettering or improvement of the said premisses, or some parte thereof, Or shall demyse, graunt, alyen, assigne, sett, lett or Exchange the said before demysed premisses or any parte or parcell thereof unto or with any person or persons whatsoever other then to, or to the use, of the wife or some of the Children or grandchildren of him the said William Howrobin, party to these presents, without the speciall lycence and Consent of the said Sir John Harpur, party to these presents, his heires or assignes, first had and obtained under his, or their hand or hands in writing That then and in all and every or any the Case or Cases aforesaid It shall and may bee lawfull to and for the said Sir John Harpur, party to these presents, his heires or assignes, into all and singular the said before herein and hereby demysed or mencioned to be demysed premisses with thappurtances to reenter, and the same to have againe, repossesse and Enjoy, as in his, or their first or former estate or estates, any thing in these presents Contained to the Contrary thereof in any wise notwithstanding. **And** the said William Howrobin, party to these presents, for himselfe, his executors, administrators and assignes, and for every of them doth Covenante, promise and graunt to and with the said Sir John Harpur, party to these*





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*presents, his heires and assignes, and to and with everie of them by these presents that hee the same William Howrobin, party to these presents, his executors, administrators and assignes, shall and will att and upon his, their or some of their owne proper Costs and Chardges dureing the said terme hereby granted mainteyne and keep the said hereby demysed premisses in good sufficient and tenantable repairacion, and the same in such repaire at the end and Expiracion of the said hereby graunted terme quietly and peaceably yield, leave, surrender and deliver upp unto the said Sir John Harpur, party to these presents, his heires or assignes. **And** moreover that hee the same William Howrobin (party to these presents[]), his Executors, Administrators and assignes, shall and will likewise upon his, their or some of thiere like proper Costs and Chardges, dischardge and pay all such out rents, taxes, impositcions, duties and Chardges dureing the said terme hereby demysed shall bee, or become Issueing, due or payable Chardged or Chardgable for forth or in respect of the same premisses, or any parte or parcell thereof in any wise **and** shall and will likewise sett, place and spread, in or upon the said premisses, or some parte thereof, all such soyle, muck, dung, manure or compost as dureing the same terme shall bee thereupon had gotten or gathered in any wise and shall and will alsoe grind or cause to bee ground, all such corne mault or other graine as dureing the said terme shall bee spent or bestowed in housekeeping in or upon the said premisses or any parte thereof, all, some or one of the milne or milnes of the said Sir John Harpur, party to these presents, his heires or assignes, within the Parish of Sheene aforesaid And shall and alsoe will doe and performe suite and service, to all and every the Court and Courts of the said Sir John Harpur party to these presents, his heires or assignes, when and as often as the same shall bee houlden within and for the mannour of Werslowe and Barony of Longnour, or either of them upon reasonable summons, notice or warning. And lastly that hee the said William Howrobin party to these presents, his Executors, Administrators and assignes or some of them shall and will att and upon his, thiere or some of thiere owne proper Costs and Chardges carefully, and well sufficiently mainteyne and keep for the said Sir John Harpur, his heires and assignes, one bound, bound whelpe, grey bound or spannell dureing the said terme hereby graunted or when and soe often as hee the same William, his Executors, administrators or assignes, shall bee by the same Sir John Harpur, his heires or assignes, or his or their bayliffe, agent or servant, baylives, agents or servants, ordered, willed, requested or appointed. **And** the said Sir John Harpur, party to these presents, for himselfe, his heires, Executors, Administrators and assignes, doth Covenante, promise and graunt to and with the said William Howrobin, party to these presents, his Executors, Administrators and assignes, by these presents That hee the same William Howrobin, his Executors, Administrators and assignes, shall or lawfully may, dureing the said terme hereby graunted under and upon the rent, boones, services, Covenants, Condictions and agreements before herein Comprized, mentioned and contained and according to the tenour and true meaning of these present, peaceably and quietly have, hold, use, occupy and Enjoy all and singular the said before herein and hereby demysed or mencioned to bee demysed premisses with thappurtances, and every parte thereof without any manner of lawfull lett, suite, stop, trouble, eviccion or incumbrance of him the same Sir John Harpur, his heires or assignes, or any other person or persons whatsoever lawfully Claimeing by, from or under him, them or any of them in any wise. **In witnes** whereof the parties abovesaid to these present indentures have interchandgably put their hands and seales the day and yeare first above written.*

Endorsed:                      *Sealled, signed and delivered In the presence of:*  
   *Hendison*  
   *Henry Harpur*

*Showed at Boosly May 13: 1706*





*Peeling Back the Layers Final Report.*

*This Lease Expired the 20<sup>th</sup> day of December 1733 by the death of William Horobin the son - within mentioned which was the Last Surviving Life.*

*Lease to Mellor*

The original lease **Derbyshire Record Office D2375/E/L/3/2/5 (D2375/M/189/14 No. 501)** has the following difference:

*Sealed Signed and delivered in the presence of  
Hendison  
Henry Harpur  
George Lyon*

*Austenfeild not expired*

*No. 501.*

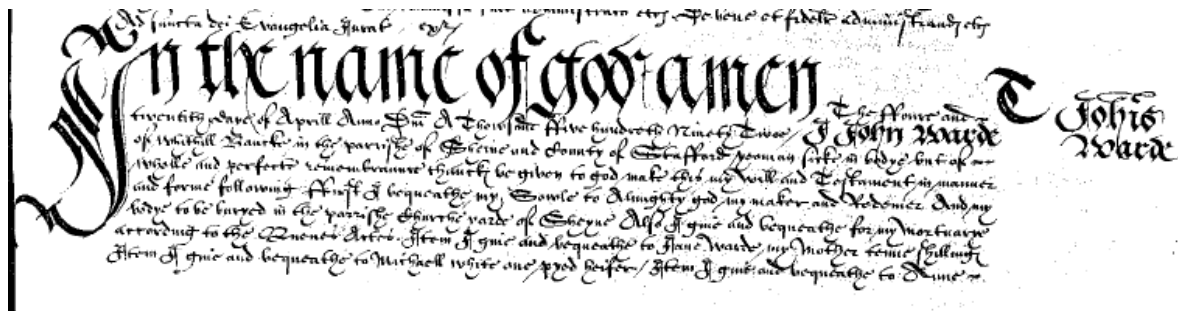


## Appendix 6: Testamentary Records.

Testamentary evidence is usually of vital importance for the study of an area, potentially giving more personal information about the status, wealth, beliefs and social ties of individuals. The wills found here come from two distinct sources. The first are the wills proved at Lichfield, the local diocesan centre. The second are the small number of wills proved in the Prerogative Court of Canterbury.

The surviving material so far identified for Whitle has been a little disappointing. There are only seven wills so far identified, dating from 1592 until 1837, but most are relatively short and provide limited information. For instance only the two first will, those for John Ward of Whitlebank, yeoman, of 1592, and of William Mottram the elder of Whitle, husbandman, 1602, give lists of debts owed to and by the testator, and whilst that for Ward suggests a wealthy individual, that for Mottram suggests a much poorer individual. None of the will has an accompanying inventory. The lack of information and bequeasts might suggest that the Whitle inhabitants were an impoverished lot, and this might well be the case, but it is equally possible that the testators had already made arrangements for the disposal of their real and actual estates before the executing of their wills, so that the wills only served to tidy up issues.

That being said, there are some glaring omissions, for we do not appear to have any surviving wills for either of the longstanding tenant families holding from the Harpur Crewes – the Harrisons or the Horobins. This might be a result of the failure of this researcher to identify them, but if this is not so, then the lack of survival is curious.



TNA PROB 11/82/171. Initial section of the last will and testament of John Ward of Whitlebank, yeoman, 1592.



*Peeling Back the Layers Final Report.*

1) Last will and testament of John Ward of Whitebank, yeoman, 24 April 1592.

*In the name of god amen.* The foure and twentieth daye of Aprill, anno Domini, A Thowsand Five hundreth Ninety Twoe. **I John Warde** of Whithill Bancke in the parishe of Sheine and County of Stafford yeoman sicke in bodye but of wholle and perfecte remembraunce thankes be given to god make this my Will and Testament in manner and forme following First I bequeathe my Sowle to Almighty god my maker and Redemer and my bodye to be buryed in the parishe Churche yarde of Sheyne Also I give and bequeathe for my mortuarie according to the Quenes Actes. Item I give and bequeathe to Jane Warde my mother, tenne shillinges Item I give and bequeath to Michaell White one pyed heifer. Item I give and bequeathe to Anne Hunte one blacke beyfer. Also I will that the Rest of all my goodes not bequeathed moveable and immoveable quicke and deade whatsoever their shall remaine when this my Last Will is performed my Funerall Costes discharged shall remaine to Katherine my wyfe and Parnell my daughter equally to be devided betweene them yf she the saide Katherine my Wife fortune not to be with childe. Provided allwayes that if my saide wyfe Katherine chaunce to be with childe Then my full intent and will is that my saide wyfe Katherine shall have the thirde parte of all my goodes according to the Custome of the Countrye And the Rest of my goodes not bequeathed and Funerall Costes as before mencioned discharged shall remain to my saide children in equall parties to be devided Also I ordayn make and constitute Katherine Warde my wyfe my true and Lawful Executrix to see this my Last will performed Also I make Thomas Warde of Sheyne and Anthony Alexander supervisors of the same.

**Debtes** that are owing me **In primis** Robert Buxston and William Buxston of Chelinton seaven poundes Item Robert Daken my brother in Lawe Sixtene poundes thirtene shillinges foure pence Item Thomas Harrison of Glutton tenne poundes. Item Robert Gilman of Longner Tenne poundes Item John Roge of Sternedale Thre poundes thirtene shillinges four pence Item William Lummas of the Haseyne howses eighte shillinges foure pence Item William Heaton of the Eaves Fortye twoe shillinges Item Thomas Warde my brother xxxij stonie of marle

**Debtes** that I owe To William Ensore Forty twoe shillinges

These being Wittnesses Thurstane Dale Raphe Alexander and Richarde Manifolde

**Probatum** fuit Testamentum supra scriptum apud London' Coram Venerabili viro nostro Willelmo Lewyn Legum Doctore Curie Prerogative Cant' Magistro Custode sive Commisario Legitime deputato Quarto die mensis Julii Anno Domini Millesimo Quingentesimo Nonagesimo Tertio Juramento nostri Willelmi Cirate notarii publici procuratoris Catherine Warde notarii publici procuratoris Relicte dicti defuncti et executricis in huiusmodi Testamento nominate Cui commissa fuit administracio et cetera De bene et fideliter administrand' et cetera Ad Sancta Dei Evangelia Jurat' Examinatur

(TNA PROB 11/82/171)



2) Last will and testament of William Mottram the elder of Whitle, husbandman.  
14 January 1602.

*In the name of god Amen: The xiiij<sup>th</sup> daye of Januarie in the yeare of our Lord god one thousa[n]d sixe hundered and one: I William Mottram thelder of Whytle in the parishe of Sheene in the countie of Stafforde husbandman Sicke in bodie but of good and perfect memorie the Lorde therefore be prayسد, make and ordaine this my laste will, and testament in manner and form following First I commende my soule unto Almightye god my maker, and creator, and un[to] Jhesus Christe my Savyour, and Redeemer, And my bodye to be buried in the parishe Churche yorde of Sheene aforesaid. Item I geive and bequeathe unto Regynolde Mottram my sonne, three shillings and iiijd for and in the name of all and singuler his filiall, or Childes part of my goodes: Item I geive, and bequeathe unto Richard Mottram my sonne Twelve pence for and in the name of all, and singuler his filiall, or Childes parte of my goodes: Item I geive, and bequeathe unto John Mottram, Thomas Mottram, and Robert Mottram my sonnes everie one of them twelve pence for, and in the name of all theire severall Childes parte of my goodes: Item I geive, and bequeathe unto William Mottram my eldest sonne one old potte, one old panne, and my beste Coate: Item I geive, and bequeathe unto the said John my sonne one dublet: Item I geive, and bequeathe unto the said Richard my sonne one pair of bosen Item I geive and bequeathe unto Margaret my daughter one penter dishe and a Chaundler for, and in the name of all her filiall, or Childes part of my goodes: Item I geive and bequeathe unto Jane Froste iiijd: Item my debtes, legacies, and funeral expences beinge payd, and discharged, I geive and bequeathe all the reste of my goodes and Cattell whatsoever unto Agnes my wief: Item I Constitute, ordaine and make William Mottram my said sonne the sole, and lanfull executour of this my laste will, and Testament to execute the same accordinge to my truste in hym reposed*

*Theise beinge witnes*

*William Wheeldon senior*

*Robert Gylmon, and*

*Humfrey Goodwyn*

*Debts which the aforesaid testator doethe owe:*

*Inprimis unto William Mottram my sonne ----- xs vjd*

*Item unto Ralph Sleighe, senior ----- vs*

*Item unto Richard my sonne ----- vs*

*Item unto Thomas Jeller ----- ijs viijd*

*Item unto Richard Howesler ----- xxjd*

*Item unto James Wheeldon ----- xd*

*Item unto Margaret Wheldon widowe ----- vijd*



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*Fiat probacio testamenti supra script' Ad q<sup>r</sup> Exec' in testamento nominat'*

*John Weston deputat*

**Staffordshire Dioceses of Lichfield and Coventry wills and probates 1521-1860.**



- 3) Last will and testament of Richard Sleigh of Broadmeadow, yeoman.  
17 August 1620.

[Marginated] *Testamentum: Richardi Sleigh*

*In the name of God Amen* the seaventeenth daye of August in the yeare of our Lord god one thowsand six hundered and twentye I Richard Sleigh of ~~the~~ Broadmeadowe in the parishe of Sheene in the Countye of Stafford yeoman som what weake in bodie but of sound and perfect memorye (the Lord be praysed) knowinge the certainetye of deatbe and the tyme therof most uncertaine and therefore not minded to dye intestate doe publishe ordaine and make this my last will and testament in manner and forme followinge First and principallye I comend my soule into the handes of almightie god my maker and Creatour and to Jesus Christe my saviour and most mercifull Redeemer by whose onehye <merites> I trust and stedfasthye beleeve to have remission and pardon of all my sinnes And my bodye I comitt to the earth from whence it came Item whereas I have purchased to me and my heires for ever of Sir Robert Nedham of Shavington in the countye of Salop knight one Close or pasture called the Oxe close containinge five acres of lande be yt more or lesse together with threeskore sheepe gates in through and uppou the mores and Comons belonginge to the same lhyng and beinge at Nedham Graunge in the parishe of Hartington in the Countye of Derbye Soe havinge noe yssue of my bodie lawfullye begotten and being minded that the said Close or pasture and sheepe gates shall remaine and continue in the lhyne and blood of the Sleighes I therefore give graunt and confirme unto Gervase Sleigh my nephewe and eldest sonne of Raphe Sleighe my brother the said close or pasture called the Oxe close the said threeskore sheepe gates and all houses commodities and hereditamentes whatsoever to the same belonginge or in any wise appertaininge with thappurtenances And all deedes writinges and evidences touchinge and concerninge the same To have and to hould the said close or pasture the said threeskore sheepe gates and all other the premisses with thappurtenances to the said Gervase his heires and assignes to the sole and proper use of the said Gervase his heires and assignes for ever Item I give to Gervase Sleighe my brother twentie poundes Item I give unto John Sleighe my brother five poundes over and besides all such somes of money as he oweth unto me Item I give unto Richard Sleighe sonne of the said John five poundes Item I give unto Joane Sleighe daughter of the said John fortie poundes Item I give unto my cosin John Mossehye alias Slighe fouer poundes Item I give unto everie one that I am unckle unto Twentye shillinges a peece Item I give unto Richard Sleighe my nephewe nowe dwellinge With me One fether bedd the best One Matterisse beinge also the best foure best blanckettes, three paire of sheetes foure Coverlettes One boulster and twoe pillowes Item I give unto Elizabeth Sleighe wife of Gervase Sleighe my nephewe fortie foure shillinges Item I give unto Marie Sleighe youngest daughter of Raphe Sleighe my brother and for Hellen Sleighe daughter of the said Gervase twoe of my best brasse pannes to be devided betweene them Item I give to the said Richard Sleighe last named my best Cheste or Cofer Item I give unto the said Gervase Sleighe my nephew all my weanes yokes ploughes harrowes all my iron and woodden wares and husbandrie wares and ymplementes of husbandrie and all my house hould goodes togeather withhall my white meate Flesge at the rooffe ~~and~~ weale and ~~my~~ malte all my woll <excepted> Item I give unto the said Gervase Fortie poundes which Richard Harris hathe received from me at the handes of the said Gervase uppou a certaine mortgage of a house and a lease within the Lordshippe of Ashford in the Countye of Derbye Item I give unto Bridgett Hall my servaunte twentye shillinges if she be dwellinge with me at my decease Item my debtes legacyes and funerall expences beinge paid and discharged I give unto Raphe Sleighe my brother all and singular the rest of my goodes Cattells and Chattells of whatsoever nature propertie or kinde the same are Item I constitute ordeine and make the said Raphe Sleighe my brother the sole Executor of this my last will and testament to execute the same accordinge to the true meaninge herof Item I appointe and hartelye desire Gervase Sleighe my said brother John Froggatt my nephewe Gervase Sleighe my said Nephewe and John Mossaley alias Sleighe my nephew to be





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*Overseers of this my will. In Wittnes wheare of I have hereunto putt my hand and sealle in the presence of John Frogatt, John Chicklowe and Humfre Godwyn signum dicti testatores.*

***Probatum** fuit testamentum supra scriptum apud London coram Domino Johanne Benett milite legum doctore Curie Prerogative Cantuariensis magistro Custode sive Commissario legitime constituto vicesimo sexto die mensis Octobris Anno Domini Millesimo sexcentesimo vicesimo Juramento Radulphi Sleighe fratris naturalis et legitimi dicti defuncti et executoris in eodem testamento nominati Cui Comiss' fuit administracio bonorum iurium et creditorum dicti defuncti de bene et fideliter administrand' et cetera vigore Commissionis alias in ea parte emanat' Jurat'                    examinatur*

**(TNA PROB 11/136/348)**



4) Last will and testament of Thomas Ward of Sheen, yeoman, 5 December 1659.

[Marginated] *Thomas Ward*

***In the name of God Amen The*** *Fifith day of December in the yeare of our Lord God one thousand six hundred fifty nine I Thomas Ward of Sheene within the County of Stafford Yeoman weake in body but of good and perfect memorie praised bee God doe make this my last will and Testament in manner and forme Following And First I Commend my body to the Earth from whence it came and my soule into the Custody of Jesue Christ my blessed Saviour and redeemer by whose Death and passion I trust assuredly to bee made partaker of life everlastyng And as concerneing my worldly estate that the Lord hath bestowed uppon mee I give Devise and bequeath the same as followeth And First of all in Consideracion of the performance of this my last Will and Testament and in Consideracion of the payment of the summes of monie thereaftermencioned I give devise and bequeath unto Thomas Warren my eldest sonne all the messuage house barnes and buildings and all the Landes thereunto belonging that were my fathers scituate in Sheene aforesaid And all those closes Meadowes and pastures called the Breeches which I purchased of Sir Samuell Sleigh Item I give and bequeath unto the said Thomas Ward my sonne all that house and barne and all the landes closes and pastures thereunto belonging which I of late ₣ purchased of my Cozen Thomas Ward scituate in Sheene aforesaid Item my will and meaneing is And I doe hereby give Devise and bequeath unto Dorothy Ward my daughter for her marriage Porcion the summe of two hundred and twenty poundes where of tenne poundes which is oweing by mee to my said daughter shalbee part of the said two hundred and twenty poundes And my will and mind is That my eldest sonne Thomas Ward shall pay unto my said Daughter the summe of one hundred and tenne poundes within the space of three yeares next after my Decease and shall pay the other halfe which is One hundred and tenne poundes within the spaces of syxe yeares next after my Decease And my mind and Will is That for Default of payment of the aforesaid summe of two hundred and twenty poundes in manner and Forme aforesaid it shall and may lawfull to and for my said Daughter Dorothy Ward her heires and assignes to enter into the aforesaid landes called the Breeches and the same to to have hold and enioy To her the said Dorothy her heires and assignes for ever Item I doe herby further give and bequeath unto my sonne Henry Ward the summe of twenty poundes which I desire my sonne Thomas to pay him within one yeare next after my decease And my mind and will is And I doe hereby Further give and bequeath unto my said sonne Henry Ward the summe of thirty poundes more to bee paid him by my Executor within Foure yeares next after my decease Item I give and bequeath unto my Daughter Dorothy Ward that Chest which was given to her by Julian Creswell and all that is therein and my Will and mind is that my daughter Dorothy Ward shalbee sufficiently kept with meate Drincke and apparrell by my sonne Thomas Ward untill all her said Marriage porcion bee paid if she keepe her selfe sole and unmarried dureing that time Item I give and bequeath unto Thomas Ward Henry Ward and William Ward my uncles three sonnes and to every of them the sume of twenty shillings Item my mind and will is that all the goodes whatsoever <hereto> before given to my Daughter by her grandmother and her Aunt Creswell my Executors shall Deliver them to her and shall make noe title or claime to the <same> Lastly all the rest of my goodes Cattelle and Chattells moveable and unmoveable whatsoever after my debts and funerall expences discharged I give devise and bequeath the same unto my eldest sonne Thomas Ward whome I make the sole Executor of this my last Will and Testament desireing him that I may bee Decently brought home according to my Degree and calling And I doe hereby make void and Revoake all other Former Wills and Testaments Whatsoever In wittnes whereof I have hereunto subscribed my hand and Seale the Day and yeare abovenritten Thomas Ward's marke Signed Sealed Delivered and Published in the presence of George Critchlow Thomas Weston*



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***This** will was proved att London the two and twentieth day of July in the yeare of our Lord God one thousand six hundred and sixty Before the Right Worship William Mericke Doctor of Lawes Master Keeper or Commissary of the Prerogative Court of Canterbury Lawfully Constituted By the oath of Thomas Ward the sonne of the said deceased and sole executor named in the said Will To whome Administracion of all and singuler the goodes chattells and debts of the said Deceased was graunted Hee being First by Common sworne well and truely to Administer the same.*

**(TNA PROB 11/299/580)**



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- 5) Last will and testament of Thomas Sheldon of Mare Dole, husbandman.  
6 January 1789.

*In the Name of God, Amen* the sixth day of January 1789. I Thomas Sheldon of the Mare Dole in the parish of Sheen and county of Stafford husbandman being sick in Body but of perfect mind memory and understanding thanks be to Almighty God, and calling to mind the uncertain Estate of this Transitory Life and that all must Yield unto Death when it shall please God for to call Do make and Ordain this my last Will and Testament in Manner and form following that is to say and first of all I commit <my> soul into the Hands of Almighty God who Gave it hoping to receive Remission of all my sins at the general Resurrection at the last day through ~~My~~ Our Lord Jesus Christ my <Blessed> Saviour and Redeemer and my Body I commit unto the Earth to be Decently Buried by my Executors and my Will and mind is that all my Just Debts and Funeral Expences of this my last Will be fully satisfied and Paid And first of all I Give and Bequeath unto My Eldest son Matthew Sheldon his two Comes together with one More out of My stock which he shall Choose together with one year old calf and a two years old one over that also I Give unto him my Horse and Cart als one Plow and one Harrow together with Gearing for two Horses all which I Give unto him together with all my Estate of Free hold Land Lying and being upon Sheen Hill be the same more or less also I Give unto my son Matthew Sheldon aforesaid one fourth Share of my Household Goods and furniture of whatsoever is belonging to me I give unto My Wife to be paid to her out of my other Estate namely ten Pounds per annum for and During her natural Life without any Reduction therein to commence within one Twelve Months after my Decease Also I Give and bequeath unto my Daughter Ann Horobin one half of my Estate against my other two Daughters namely Elizabeth Battersby and Timmison Bembrick My Will and mind is that these my three Daughters their names before Written that is to say, Anne Elizabeth and Timmison Do Divide the rest of my Stock of Cattle that is not already Willed or bequeathed amongst them three after the same Manners as is Specified Concerning my Estate of Land that is to say Ann Horobin one half thereof the other two the other half betwixt them and so for the House hold Goods after the same Manner They Paying to their Mother Yearly and Every Year Out of My Effects the full sum of ten Pounds per year as aforesaid and further more at the Decease of their Mother Elizabeth Sheldon ny three daughters must Pay unto my son Matthew Sheldon the sum of five Pounds and I appoint my son in Law William Horobin Sole Executor of this my last Will and Testament hoping that he will perform the trust that I Repose in him and I Do hereby Declare this and no other to be my last Will Ratifying and Confirming the same Revoking and Disannulling all other and only Declare this to be my last.

*Signed Sealed Published and  
Declared by the Testator to be  
his last will and Testament*

*Thomas Sheldon  
Thom  
his mark*

*In the presence of us who are  
the subscribing Witnesses that is  
to say.*

*John Wardle  
Thomas Buxton  
William Sleigh*

*At Cheadle 7<sup>th</sup> May 1789*

*Let a probat of this will be granted to William Horobin the sole Executor therein named.*



*Peeling Back the Layers Final Report.*

*He being first duly sworn as also that the Personal Estate of the said deceased did not amount to the sum of £100.*

*Before me*

*Buckeridge Surrogate*

*William Buckeridge*

**Staffordshire Dioceses of Lichfield and Coventry wills and probates 1521-1860.**



*Peeling Back the Layers Final Report.*

6) Last will and testament of Thomas Wood of Whittle, 3 December 1836.

*In the Name of God Amen, This Third Day of December 1836 I Thomas Wood (of Whittle in the parish of Sheen and County Stafford) Do Hereby make this my last Will in Form and mannir as follows*

*Item First I Commit my Body to the ground to be Buried as my Executors may deem proper, and my just Debts and Funeral Expenses paid and fully discharged out of my Personell Estate*

*Item 2<sup>nd</sup> I Do Give and Bequeath to my two nephews Joseph Wood and John Wood (the two sons of my Brother Samiuel Wood) one Third share or moiety of the Land (Bought) from Mr Thos Gillman) known by the name of the back of the Race together with all rents Isues or profits arising therefrom to the use of the said Joseph Wood & John Wood to <be> Equally parted between them share and share alike to them their Heirs Executors Administrators or Assigns*

*Item 3<sup>rd</sup> It is allso my Will that if either of they my nephews or Both of them shall Die not leaving Issue or attaining the age of Twenty One years, Then I give and bequeath the share or shares moiety or Moietys <of land> to my Nephew Samuel Wood (son of my Brother Samiuel Wood) to Him his Heirs Executors Administrators or Assigns*

*Item 4<sup>th</sup> It is also my will that if my Nephew Samiuel Wood shall Die not Leaving Issue or attain the age of Twenty One years Then I Give and bequeath the same share or shares moiety or moietys <of land> to my Nephew William Wood (son of <my> brother Samuel Wood) to Him his Heires Executors Administrators or Assigns*

*Item 5 It is allso will That if my Nephew William <Wood son of my Brother Samuel Wood> shall Die not Leaving Issue or attain the age of Twenty One years Then I Give and Bequeath the said share or shares Moiety or Moietys of Land to the nex Heire at Law*

*Lastly I Give and Bequeath to my Brother Samiuel Wood all the Remainder or residue of my Estate Both Real & Personal to him his Heires Executors Administrators or assigns and I allso ~~app~~ appoint John Horobin of Fearyknowle & William Horobin Crowdycote my sole Executors*

*NB th... Entertaining ... at this same time                      my sole executors*

*Signed Sealed and Published in the presence of us*

*William Horobin*

*Thomas Wood*

*Thomas Horobin*

*Benj'in Horobin*

**Staffordshire Dioceses of Lichfield and Coventry wills and probates 1521-1860.**





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- 7) Last will and testament of William Wood of Whittle, yeoman.  
15 February 1837.

*This is the last Will and Testament of me William Wood of Whittle in the Parish of Sheen in the County of Stafford Yeoman which I do make publish and declare in manner and form following that is to say First I do hereby will and direct that all my just debts funeral testamentary and other Expenses be paid and discharged out of my personal Estate by my Executor hereinafter named as soon as conveniently can be after my decease and subject thereto I do Hereby Will give devise and bequeath all that my third part or share of and in all those several closes pieces or parcels of land situate lying and being in the Township of Sheen aforesaid at a place there called the Back of the Race together with the buildings and appurtenances thereunto belonging And also all tithes and tenths of corn grain hay wool and lamb and all other tithes and tenths whatsoever arising or accruing thereout or out of or from any part thereof And all other my real Estate and Effects of what nature or kind soever or wheresoever situate And also all and every my personal Estate and Effects of what nature or kind soever and wheresoever situate and being unto my loving Brother Samuel Wood To hold the same real and personal Estate and Effects and all and singular other the Premises so hereby given devised and bequeathed or intended so to be with their and every of them appurtenances unto the said Samuel Wood his heirs executors administrators and assigns for ever And lastly I do hereby nominate constitute and appointing said Brother Samuel Wood sole Executor of this my Will hereby revoking all former and other wills by me at any time heretofore made and do declare this only to be my last Will and Testament In Witness whereof I have hereunto set my hand and affixed my seal this fifteenth day of February one thousand eight hundred and thirty seven*

*Signed sealed published and declared by the said  
William Wood the testator as and for his last  
Will and testament in the presence of us who  
in his presence at his request and in the presence  
of each other have subscribed our names as Witnesses hands  
Hannah Froggatt  
Benjamin Horobin  
William Tomlinson*

*The X mark  
and seal of [SEAL]  
William Wood*

**Staffordshire Dioceses of Lichfield and Coventry wills and probates 1521-1860.**





*Peeling Back the Layers Final Report.*



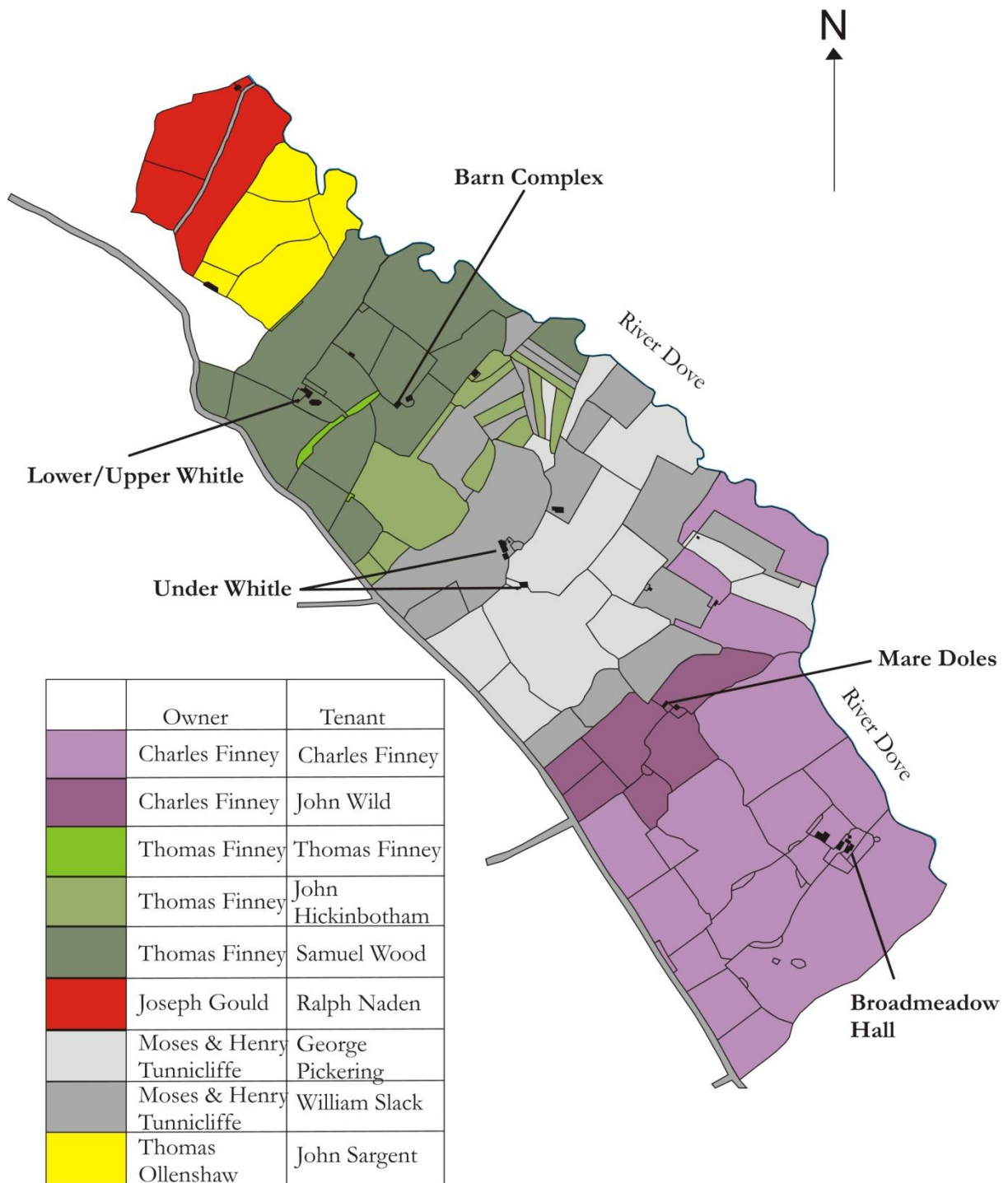
Portions from LRO B/A/15/656, Sheen tithe award, showing the section for Charles Finney in Whitele, and from LRO B/A/15/276, Sheen tithe map, showing the upper section of the Whitele area, 1845.

The other map is a more speculative map, attempting to relate the Lidar evidence of ridge and furrow in the Whitele area to a modern map. What results are fields lying to the west of the river Dove which are in all likelihood the old ploughed arable medieval fields, some of which may have been held in common, though in only part of which does this fragmented strip cultivation survive in fossil field boundaries. The area above the valley is more likely to be more recent arable cultivation of land enclosed from the commons and moors.

This author is not an expert on ridge and furrow, so that the lidar evidence is likely to be of mixed age, even in the areas where medieval ploughing no doubt took place. The period of the Napoleonic wars in particular saw the ploughing of land a fresh that had long since been abandoned to pasture. After the national emergency was over the land was quickly allowed to revert to pasture, and Whitele by 1845, as it is now, was almost all pasture and meadow. Interestingly this primitive assessment does reveal a multitude of trackways that allowed access across the landscape between the small arable fields.



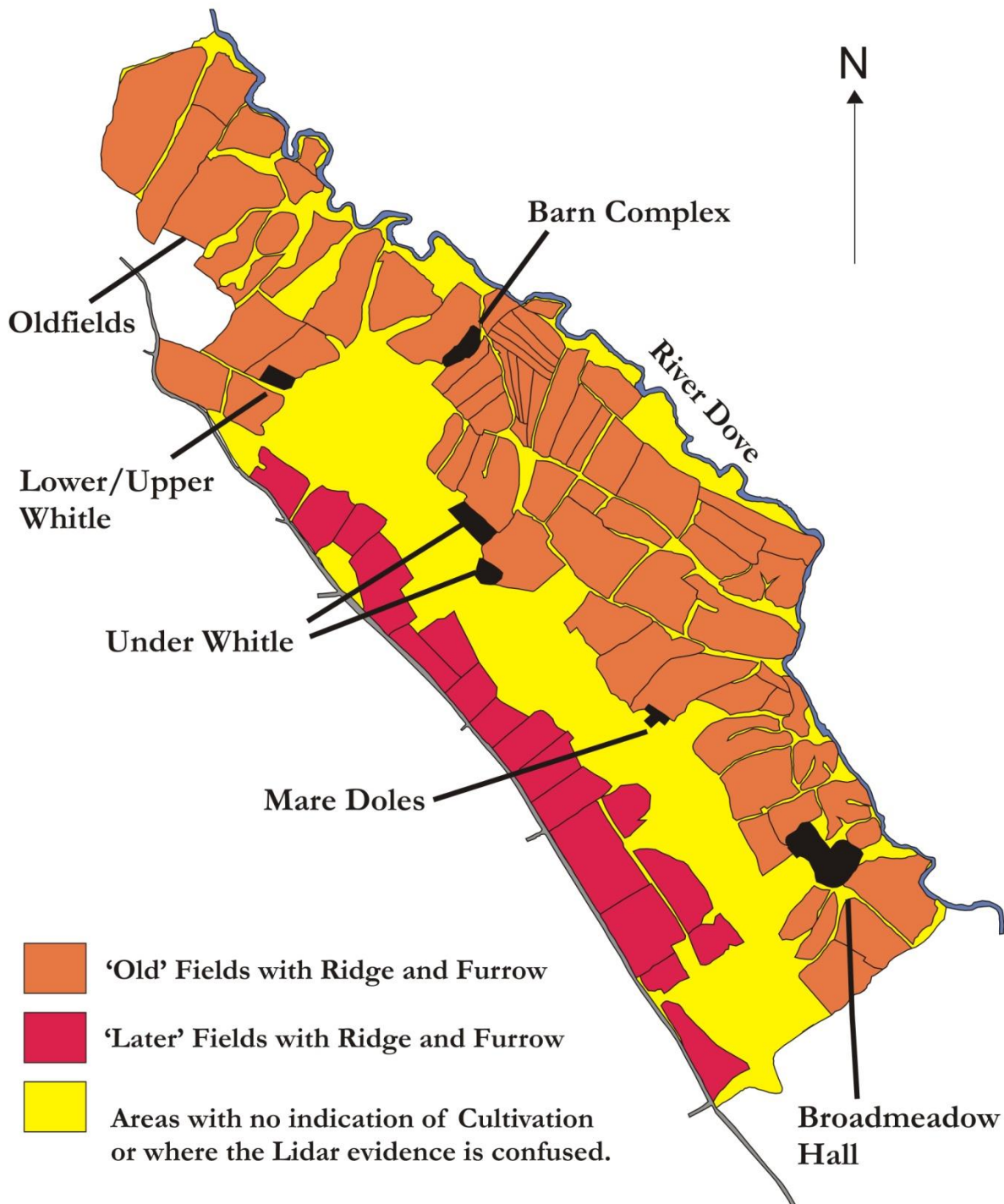
## The White Area: Tithe Map to OS (1845).







# Lidar Based Field Assessment.





## **Appendix 8: Bishop's Transcripts**

The bishop's transcripts, records from the Lichfield archive, consist of rolls containing the baptisms, marriages and burials in individual parishes for each year, or for groups of years. As such they were an official record, copying the material that was entered into the parish registers, produced probably by the vicar, or by the church wardens. They are a useful check against the parish register, and it is possible that they might contain additional material when compared to the parish registers.

The material contained in this appendix covers the period from the late-seventeenth century until the mid-nineteenth century. The data has been separated into baptisms, marriages and burials. Unfortunately, the place of residence within the parish of Sheen, if not Sheen village itself was not always recorded, so that the data collection relied to a significant degree on the recognition by this author and the volunteers of families believed to be connected to Whitle. The people found herein probably do relate to Whitle, but it is also quite probable that errors have crept in. These records, and the original registers could well repay re-examination.





**Baptisms.**

<b>Date</b>	<b>Name</b>	<b>Father</b>	<b>Mother</b>	<b>Place</b>
1671, 17 Oct	Slack, Henry	Slack, John	Helen	
1671, 30 Nov	Sleigh, Ralph	Sleigh, Ralph	Elizabeth	
1673, 2 Jan	Sleigh, Elizabeth	? Sleigh, Ralph	? Elizabeth	
1673, 7 Mar	Sleigh, Thomas	Sleigh, Ralph	Elizabeth	
1676, 27 Jan	Sleigh, Elizabeth	Sleigh, Ralph	Elizabeth	
1673, 24 July	Slack, Richard	Slack, John	Helen	
1679, 29 Jan	Harrison, Thomas	Harrison, John	Harrison, Grace	
1679, 7 Nov	Harrison, Elizabeth	Harrison, John	Grace	
1689, 10 Apr	Slack, John	Slack, Henry	Maria	
1689, 17 Aug	Horobin, William	Horobin, William	Ellen	
1690, 6 Feb	Sleigh, Jacob (?James)	Sleigh, Ralph	Elizabeth	
1690, 19 Apr	Sleigh, Elizabeth	Sleigh, Gervase	Jane	
1690, 9 Oct	Harrison, John	Harrison, Abraham	Ellen	
1691, 6 Apr	Slack, Thomas	Slack, Henry	Maria	
1691, 5 Nov	Horobin, Ellen	Horobin, William	Ellen	
1692, 19 Feb	Slack, Michael	Slack, Michael	Ursula	
1692, 26 Feb	Sleigh, Richard	Sleigh, Ralph	Elizabeth	
1692, 24 Apr	Slack, Maria	Slack, Samuel	Elizabeth	
1692, 3 Nov	Harrison, Anne	Harrison, Abraham	Ellen	
1693, 25 Mar	Slack, Helen	Slack, Henry	Maria	
1693, 21 Apr	Horobin, Parnel	Horobin, William	Ellen	
1693, 15 May	Slack, Maria	Slack, William	Dorothy	
1694, 10 Apr	Harrison, Thomas	Harrison, Thomas	Harrison, Maria	
1695, 26 Nov	Slack, Richard	Slack, Samuel	Slack, Elizabeth	
1695, 27 Nov	Slack, Dorothy	Slack, Henry	Maria	
1696, 3 May	Harrison, Thomas	Harrison, Abraham	Ellen <sup>93</sup>	
1696, 12 May	Harrison, Thomas	Harrison, Thomas	Harrison, Elaine	
1704, 25 Apr	Slack, Richard	Slack, Henry		
1707, 22 Mar	Slack, Samuel	Slack, Henry	Slack Maria	
1708, 17 Mar	Slack, Samuel	Slack, Henry	Maria	
1709, 10 Aug	Slack, Henry	Slack, Henry	Slack, Mary	
1715, 8 Nov	Harrison, Abraham	Harrison, John	Harrison, Hanna	
1718, 16 Aug	Slack, Anna	Slack, William	Slack, Anna	
1721, 22 Oct	Slack, Joseph	Slack, Joseph	Slack, Anna	
1723, 3 Apr	Slack, Hanna	Slack, John	Slack, Hanna	

<sup>93</sup> Perhaps an error for the next entry.



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1724, 29 Mar	Horrobin, William	Horrobin, William	Horrobin, Anna	
1726, 14 Mar	Sheldon, Ellen	Sheldon, William	Sheldon, Anna	
1726, 10 July	Horrobin, Mary	Horrobin, William	Horrobin, Hanna	
1727, 14 Jan	Harrison, William	Harrison, William	Harrison, Anne	
1728, 1 Feb	Horrobin, Joseph	Horrobin, William	Horrobin, Anne	
1729, 8 Aug	Slack, Jerimiah	Slack, Jerimiah	Slack, Elizabeth	
1730, 14 Apr	Horrobin, George	Horrobin, William	Horrobin, Hanna	
1733, 13 Apr	Horrobin, William	Horrobin, William	Horobin, Hanna	Whitle
1734, 20 Jan	Frost, Martha	Frost, George	Frost, Elizabeth	Whitle
1743, 7 Apr	Harrison, Hanna	Harrison, Abraham	wife	
1747, 5 Jan	Harrison, Abraham	Harrison, Abraham	wife	
1747, 15 May	Slack, William	Slack, Nathaniel	wife	
1747, 30 Aug	Harrison, Ralph	Harrison, Abraham	wife	
1748, 10 Apr	Goodwin, Joseph	Goodwin, Richard	wife	
1748, 11 Nov	Froggot, Richard	Froggot, Richard	wife	
1749, 21 Mar	Horrobin, Hanna		Horrobin, Sarah, widow	
1749, 29 July	Harrison, Ellen	Harrison, Abraham	Wife	
1751, 11 June	Horrobin, Hanna	Horrobin, William	wife	
1752, 30 July	Froggot, Ann	Froggot, Mr Richard	wife	
1753, 27 Feb	Hickinbottom, John	Hickinbottom, Thomas	wife	
1753, 11 Aug	Horrobin, Joseph	Horrobin, Joseph	wife	
1754, 27 Oct	Horrobin, William	Horrobin, Joseph	wife	
1754, 3 Nov	Sheldon, Mary	Sheldon, Thomas	wife	
1755, 1 May	Hickinbottom, Elizabeth	Hickinbottom, Thomas	wife	
1755, 2 Nov	Horobin, Joseph	Horobin, William	wife	Under Whitle
1757, 3 July	Hickinbottom, Samuel	Hickinbottom, Thomas	wife	Under Whitle
1757, 5 July	Needham, John	Needham, John	wife	Under Whitle
1758, 14 June	Hickinbottom, Isaac	Hickinbottom, Thomas		Whitle
1763, 20 Mar	Milward, Sarah	Milward, Joseph	Alice	Whitle
1763, 20 July	Hickinbottom, Sarah	Higginbottom, Thomas	Jane	Whitle



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1764, 5 Aug	Froggat, James	Froggat, James	Mary	Whitle
1764, 31 Dec	Horobin, John	Horobin, William	Elizabeth	Whitle
1765, 22 Dec	Higginbottom, Mary	Higginbottom, Thomas	Jane	Whitle
1768, 27 Nov	Harrison, Abraham	Harrison, Abraham	Martha	Whitle
1770, 29 Apr	Harrison, Ralph	Harrison, Abraham	Martha	Whitle
1771, 17 Nov	Horobin, William	Horobin, William	Ann	Whitle
1772, 15 Mar	Harrison, Hannah	Harrison, Abraham	Martha	Whitle
1774, 2 Jan	Horobin, Benjamin	Horobin, William	Ann	Whitle
1774, 26 Mar	Goodwin, William	Goodwin, Joseph	Hannah	Whitle
1776, 24 Mar	Harrison, Martha	Harrison, Abraham	Martha	Whitle
1776, June <sup>94</sup>	A daughter	Sheldon, Matthew	Mary	<i>Whitelow</i>
1778, 22 Feb	Sheldon, Hannah	Sheldon, Matthew	Mary	<i>Whitelow</i>
1779, 9 May	Horobin, John	Horobin, William	Ann	
1779, 25 Dec	Goodwin, John	Goodwin, Joseph	Hannah	<i>Whitelow</i>
1781, 21 Jan	Horobin, Ann	Horobin, William	Ann	<i>Whitelow</i>
1781, 25 Mar	Sheldon, Thomas	Sheldon, Benjamin	Ann	<i>Whitelow</i>
1781, 8 July	Harrison, Ann	Harrison, Abraham	Martha	<i>Whitelow</i>
1787, 6 May	Basset, Joseph	Basset, Thomas	? Casandrian	Whitle
1787, 19 Aug	Hickinbottom, Hannah	Hickinbottom, Isaac	Alice	Whitle
1789, 29 Mar	Sheldon, Joseph	Sheldon, Matthew	Mary	Whitle
1789, 29 Nov	Hickinbottom, Susannah (illegitimate)		Hickinbottom, Sarah <sup>95</sup>	
1790, 16 May	Goodwin, Hannah	Goodwin, Joseph	Hannah	Whitle
1790, 25 July	Hickinbottom, Mary	Hickinbottom, Isaac	Alice	Whitle
1791, 23 Jan	Sheldon, Ann	Sheldon, Matthew	Mary	Whitle
1791, 1 May	Hickinbottom, Samuel (illegitimate)		Hickinbottom, Sarah	Whitle
1791, 22 May	Froggatt, Mary	Froggatt, James	Hannah	Whitle
1793, 2 June	Higginbottom, John	Higginbottom, Isaac,	Alice	
1794, 12 May	Froggat, John	Froggat, James	Hannah	Whitle
1795, 26 Apr	Horobin, Benjamin	Horobin, William		

<sup>94</sup> 20<sup>th</sup> or 30<sup>th</sup> June.

<sup>95</sup> Sarah Hickinbottom is subsequently noted as of Whitle.



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1795, 14 June	Harrison, Martha	Harrison, Abraham	Sarah	
1801, 26 Apr	Hickinbottom, Isaac	Hickinbottom, Isaac	Alice	<i>Whitelow</i>
1801, 24 May	Bradbury, Abraham	Bradbury, John	Martha	<i>Whitelow</i>
1801, 24 May	Slack, Abraham	Slack, William	Ann	<i>Whitelow</i>
1801, 24 May	Rawlinson, Ann	Rawlinson, Charles	Alice	<i>Whitelow</i>
1801, 15 Nov	Hickinbottom, Ann (illegitimate)		Hickinbottom, Sarah	
1802, 28 Mar	Harrison, Abraham	Harrison, Abraham	Sarah	Sheen
1802, 8 Aug	Horobin, Mary	Horobin, John <sup>96</sup>	Mary	
1803, 25 Sept	Hickinbottom, Joseph	Hickinbottom, Isaac	Alice	
1804, 19 Feb	Horobin, James	Horobin, John	Mary	
1805, 20 Jan	Harrison, Hannah	Harrison, Abraham	Sarah	
1805, July <sup>97</sup>	Horobin, Sarah	Horobin, John	Mary	
1806, 10 Aug	Horobin, Henry	Horobin, John	Mary	<i>Whitelow</i>
1808, 15 May	Horobin, ? Samuel	Horobin, John	Mary	
1808, 11 Dec	Horobin, William	Horobin, John	Mary	
1810, 7 Jan	Horobin, Sarah Ann	Horobin, John	Mary	Under Whitle
1810, 23 May	Froggot, Judith		Froggot, Hanna	Under Whitle
1810, 22 July	Salt, Mary Ann	Salt, George		Under Whitle
1811, 20 Jan	Horobin, Richard	Horobin, John	Mary	Under Whitle
1811, 23 Feb	Hickinbottom, Mary	Hickinbottom, Thomas		Under Whitle
1815, 2 July	Horobin, Hannah	Horobin, Benjamin, farmer	Hannah	Near Sheen
1816, 24 Mar	Harrison, Maria		Harrison, Martha	
1844, 28 May	Sarjent, Emma	Sarjent, James, farmer	Nancy	Whitle
1844, 30 Dec	Slack, Samuel		Slack, Mary, servant	Whitle
1846, 25 Dec	Horobin, Peggy	Horobin, Peggy, farmer	Mary	Under Whitle
1847, 27 Nov	Slack, Joseph		Mary, servant	Whitle

<sup>96</sup> Subsequently noted as of Under Whitle.

<sup>97</sup> 6<sup>th</sup> or 7<sup>th</sup> July.



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**Marriages.**

<b>Date</b>	<b>Name &amp; Occupation</b>	<b>Name &amp; Occupation</b>	<b>Place</b>
1682, 27 Apr	Slack, Thomas	Needham, Elizabeth	
1682, 4 Dec	Slack, William	Wood, Margaret	
1691, 10 Sept	Slack, Job	Lomas, Elizabeth	
1718, 18 Nov	Slack, John	Lomas, Elizabeth	
1793, 25 July	Horobin, John	Wheeldon, Mary	Par. Alstonefield
1794, 3 Dec	Harrison, Abraham	Belfit, Sarah	Both of par. Sheen.
1800, 29 Dec	Slack, William	Harrison, Ann	Both of par. Sheen.
1800, 29 Dec	Bradbury, John	Harrison, Martha	Both of par. Sheen.
1846	Ball, George, farmer	Froggat, Hannah	Boothlow & Whitle



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**Burials.**

<b>Date</b>	<b>Name</b>	<b>Occupation/status</b>	<b>Place</b>
1695, 22 Dec	Slack, Samuel		
1698, 9 Sept	Slack, Elizabeth		
1698, 18 Sept	Harrison, Abraham		
1708, 22 March	Slack, Richard		
1709, 27 March	Slack, Henry	Father	
1713, 21 May	Slack, Ellen		
1713, 23 May	Horrobin, Alice		
1722, 20 April	Slack, Joseph		
1725, 10 April	Horrobin, Ellen	Wife of William Horrobin	
1726, 18 Dec	Slack, Hanna	Wife of John Slack	
1730, 28 May	Harrison, Anna	Widow & Pauper.	
1732, 14 March	Slack, Ann	Wife of Thomas Slack	
1733, 23 Dec	Horrobin, William	The elder	Whitle
1733, 26/28 Dec	Horrobin, Hannah	Wife of William Horrobin the younger	Whitle
1733, 28 Dec	Wood, Joseph		Whitle
1737, 27 March	Slack, Joseph	Son of Elizabeth Slack, widow	
1738, 7 Jan	Slack, John	Son of Elizabeth Slack, widow	
1738, 30 April	Slack, Thomas	Son of John Slack	
1742, 14 March	Slack, Dorothy	Widow	
1748, 4 Nov	Slack, Henry		
1752, 1 May	Wood, William		
1753, 20 May	Slack, Thomas		
1754, 13 May	William Harrison		
1755, 10 Feb	Harrison, Abraham		
1755, 16 July	Harrison, Ann	Wife of John Harrison	
1757, 17 July	Hickinbottom, Samuel	Son of Thomas Hickinbottom and his wife	Under Whitle
1765, 5 July	Sheldon, Sampson	Son of Thomas and Elizabeth Sheldon	Whitle
1768, 23 June	Harrison, Helen		Whitle
1776, 14 April	Horrobin, Joseph		Whitle
1777, 24 Feb	Horrobin, Hannah	Daughter of William and Sarah Horrobin	Sheen
1778, 23 April	Horrobin, Sarah	Wife of William Horrobin	Townend
1777, 19 March	Bradley, Ann		<i>Whitelow</i>
1788, 11 Feb	Sheldon, Benjamin		Whitle
1788, 17 Nov	Sheldon, Ann	Wife of Benjamin	Whitle





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		Sheldon	
1789, 22 Jan	Sheldon, Thomas		Whitle
1791, 22 May	Harrison, Hannah		Whitle
1792, 30 March	Higginbottom, Jane	Wife of Thomas Higginbottom	
1793, 26 October	Harrison, Ellen	Daughter of Abraham and Martha Harrison	
1794, 14 May	Horobin, William		
1795, 11 February	Horobin, Hannah		
1807, 27 Sept	Horobin, Sarah	Daughter of John and Mary Horobin	
1810, 19 June	Harrison, Martha	Wife of Abraham Harrison	Whitle
1812, 4 Nov	Hickinbottom, ?		Under Whitle
1816, 15 July	Goodwin, Joseph		Under Whitle
1849, 11 Nov	Sergant, John		Whitle



## Appendix 9: Rentals, Accounts and Rent Rolls.

These records are by far the most voluminous of those consulted at the DRO. The records are predominantly rentals for the Alstonefield estate, and one section in most of them was devoted to Sheen. The Sheen section is very clearly constituted solely of the two Whitle/Whitle Bank properties, for the tenants are almost always Harrisons or Horobins, and the rents tally almost always with those found in the surviving leases, where there is an overlap. Many of the rentals also include valuable incidental notes. For instance, in 1768-9 William Horobin was noted as having cut down wood and sold it, whilst in a lengthy note dated to 14 November 1799, but within the rental for 1794-5, a proposed exchange of land in Whitle is summarised and discussed.

Sheen	
	56 10 - 56 10
Harrison Abram	6 10 + 13 10 = a 13 10
Horobin Wm's <sup>piece</sup> <del>Coors</del>	6 10 + 15 - = a 15 -
now John Horobin	
	28 10 - 28 10

14 Nov 99 - for Mr Horobin -  
Mr Baleman wishes to exchange  
some lands with Mr H -  
to take an Acre in a meadow  
called Whitle Field  
which also a Road lying in Mr Baleman's  
possession -  
also the new meadow / taken out  
in passing of Great Stret / full an Acre  
Mr Baleman to give up -  
The Round Meadow - a Road or more  
to Horobin The Pikes - not an Acre  
Robert - The Whit Mead<sup>oo</sup> - rather more than an Acre  
Mr Horobin thinks these exchanges might  
be made without inconvenience on equal Terms

Mr H has 7 Acres on Whitle -  
Mr Polpington is the largest  
Property  
Mr Baleman next to him -

DRO D2375/E/R/5/118 (D2375/M/103/86) – The Sheen section of the rental for 1794-5, with a note made in 1799 concerning an exchange of land in Whitle.



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MM = Michaelmas rent term.

LD = Lady Day rent term.

Doc. Ref.	Doc. Type	Term/Date	Tenant	Rent
D2375/E/R/5/14 (D2375/M/162/19)	Half Year Rental	MM 1687 – LD 1688	Mr Chambers	MM 15s.; LD 15s. <sup>98</sup>
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/15 (D2375/M/162/4)	Half Year Rental	MM 1688 – LD 1689	Mr Chambers	MM 15s.; LD 15s. <sup>99</sup>
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/22 (D2375/M/103/63)	Rental	MM 1702 – LD 1703	Harryson, John	MM 17s.; LD 15s.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/26 (D2375M/171/23)	Rental	MM 1706 – LD 1707	Harrison, John	MM 15s.; LD 15s. <sup>100</sup>
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/38 (D2375/M/103/102)	Rental	MM 1712 – LD 1713	Harrison, John	MM 15s.; LD 15s. <sup>101</sup>
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/39 (D2375/M/103/12)	Rental	MM 1713 – LD 1714	Harrison, John	MM 15s.; LD 15s. <sup>102</sup>
			Horobin, William	MM 15s.; LD 15s.
D2375/E/L/3/1/4 (D2375/M/103/64)	Memorandum	1 January 1716	Harrison, John	£1 10s. per annum, & 2s. for 2 capons. <sup>103</sup>
D2375/E/R/5/45 (D2375/M/103/14)	Rental	MM 1719 – LD 1720	Harrison, Abraham	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/Q/2/3/13 (D2375M/171/1/9)	Account	LD 1725	Harrison, John	LD £5
D2375/E/R/5/51 (D2375/M/103/17)	Rental	MM 1725 – LD 1726	Harrison, Abraham	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/52 (D2375/M/103/18)	Rental	MM 1727 – LD 1728	Harrison, Abraham	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/53 (D2375/M/103/19)	Rental	MM 1728 – LD 1729	Harrison, Abraham	MM £5; LD £5.
			Horobin, William	MM 15s.;

<sup>98</sup> Two capons were an additional element of rent to be paid by Chambers.

<sup>99</sup> Two capons were an additional element of rent to be paid by Chambers.

<sup>100</sup> Two capons valued at 2s. were an additional element of rent to be paid by Harrison.

<sup>101</sup> Two capons valued at 2s. were an additional element of rent to be paid by Harrison.

<sup>102</sup> Two capons valued at 2s. were an additional element of rent to be paid by Harrison.

<sup>103</sup> A note records that Harrison's lease had expired.



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				LD 15s.
D2375/E/R/5/54 (D2375/M/103/20)	Rental	MM 1729 – LD 1730	Harrison, Abraham	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/55 (D2375/M/103/21)	Rental	MM 1730 – LD 1731	Harrison, John	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/56 (D2375/M/103/22)	Rental	MM 1731 – LD 1732	Harrison, John	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/58 (D2375/M/104/8)	Rental	MM 1733 – LD 1734	Horobin, William	MM 15s.; LD 15s. <sup>104</sup>
D2375/E/R/5/59 (D2375/M/103/23)	Rental	MM 1734 – LD 1735	Harrison, John	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s. <sup>105</sup>
D2375/E/R/5/61 (D2375/M/103/24)	Rental	MM 1736 – LD 1737	Harrison, John	MM £5; LD £5.
			Horobin, William	MM 15s.; LD 15s.
D2375/E/R/5/76 (D2375/M/171/4)	Rental	MM 1759 – LD 1760	Harrison, widow	MM £5; LD £5.
			Horrobbin, William	MM £5; LD £5. <sup>106</sup>
D2375/E/R/5/79 (D2375/M/171/5)	Rental	MM 1760 – LD 1761	Harrison, widow	MM £5; LD £5.
			Horrobbin, William	MM £5; LD £5. <sup>107</sup>
D2375/E/R/5/88 (D2375/M/171/6)	Rental	MM 1768 – LD 1769	Harrison, Abraham	MM £5; LD £5.
			Horrobbin, William	MM £5; LD £5. <sup>108</sup>
D2375/E/R/5/92 (D2375/M/171/7)	Rental	MM 1770 – LD 1771	Harrison, Abraham	MM £5; LD £5
			Horobbin, William	MM £5; LD £5
D2375/E/R/5/94 (D2375/M/171/8)	Rental	MM 1771 – LD 1772	Harrison, Abraham	MM £5; LD £5
			Horobin, William	MM £5; LD £5
D2375/E/R/5/100/5 (D2375/M/103/66)	Rental	MM 1775 – LD 1776	Harrison, Abraham	MM £5; LD £5
			Horobbin, William	MM £5; LD £5
D2375/E/R/5/101 (D2375/M/167/5)	Rental	MM 1775 – LD 1776	Harrison, Abraham	MM £5; LD £5

<sup>104</sup> There was probably data for the Harrison property, but it wasn't collected. There is a note that the lease had expired.

<sup>105</sup> Horobin's rent was increased to £4 5s.

<sup>106</sup> Widow Harrison was holding in trust for Abraham Harrison.

<sup>107</sup> Widow Harrison was holding in trust for Abraham Harrison.

<sup>108</sup> A note in the margin states that 'Wm Horobin cut down wood & sold it'.



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			Horobbin, William	MM £5; LD £5 <sup>109</sup>
D2375/E/R/5/125 (D2375/M/171/10)	Rental	MM 1778 – LD 1779	Harrison, Abraham	MM 13s. 10d.; LD 13s. 10d.
			Horrobbin, William	MM £5; LD £5
D2375/E/R/5/103 (D2375/M/103/47)	Rental	MM 1779 – LD 1780	Harrison, Abraham	MM £5; LD £5
			Horobbin, William	MM £5; LD £5
D2375/E/R/5/104 (D2375/M/103/48)	Rental	MM 1781 – LD 1782	Harrison, Abraham	MM £5; LD £5
			Horobbin, William	MM £5; LD £5
D2375/M/103/49	Rent Roll	LD 1782	Harrison, Abraham	MM £5; LD £5
			Horrobbin, William	MM £5; LD £5
D2375/E/R/5/105 (D2375/M/105/11)	Rental	MM 1782 – LD 1783	Harrison, Abraham	MM £5; LD £5
			Horrobbin, William	MM £5; LD £5
D2375/E/R/5/106 (D2375/M/106/2)	Rental	LD 1786	Harrison, Abraham	MM £5; LD £5
			Horrobbin, William	MM £5; LD £5
D2375/E/R/5/112 (D2375/M/103/50)	Rental	LD 1791	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, William	MM £15; LD £15.
D2375/E/R/5/109 (D2375/M/103/51 & 52)	Rental	LD 1791	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horobbin, William	MM £15; LD £15.
D2375/E/R/5/111 (D2375/M/171/9)	Rental	MM 1791 – LD 1792	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horobbin, William	MM £15; LD £15. <sup>110</sup>
D2375/E/R/5/114 (D2375/M/103/53)	Rental	MM 1792 – LD 1793	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, William	MM £15; LD £15.
D2375/E/R/5/115 (D2375/M/106/3)	Rental	MM 1793 – LD 1794	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, William	MM £15; LD £15.
D2375/E/R/5/119 (D2375/M/103/54)	Rental	MM 1794 – LD 1795	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, William	MM £15; LD £15.
D2375/E/R/5/118 (D2375/M/103/86)	Rental	MM 1794 – LD 1795	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>111</sup>	MM £15;

<sup>109</sup> The rental also gives rent at £10 for each tenant.

<sup>110</sup> For another rental for the same term, see **D2375/E/R/5/110 (D2375/M/104/9)**.

<sup>111</sup> Recorded as 'Late William'.



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				LD £15. <sup>112</sup>
D2375/E/R/5/121 (D2375/M/103/55)	Rental	MM 1795 – LD 1796	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, William	MM £15; LD £15. <sup>113</sup>
D2375/E/R/5/123 (D2375/M/103/56 & 7)	Rental	MM 1796 – LD 1797	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, William	MM £15; LD £15. <sup>114</sup>
D2375/E/R/5/125 (D2375/M/171/10)	Rental	MM 1798 – LD 1799	Horrobbin, William	MM £15; LD £15. <sup>115</sup>
D2375/E/R/5/123 (D2375/M/103/56 & 7)	Rental	MM 1799 – LD 1800	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, William	MM £15; LD £15. <sup>116</sup>
D2375/E/R/5/130 (D2375/M/104/12)	Rental	MM 1800 – LD 1801	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>117</sup>	MM £15; LD £15.
D2375/E/R/5/133 (D2375/M/103/59)	Rental	MM 1801 – LD 1802	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>118</sup>	MM £15; LD £15. <sup>119</sup>
D2375/E/R/5/134 (D2375/M/104/13)	Rental	MM 1802 – LD 1803	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>120</sup>	MM £15; LD £15. <sup>121</sup>
D2375/E/R/5/137 (D2375/M/104/14)	Rental	MM 1803 – LD 1804	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>122</sup>	MM £15; LD £15. <sup>123</sup>
D2375/E/R/5/139 (D2375/M/103/60)	Rental	MM 1804 – LD 1805	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>124</sup>	MM £15; LD £15. <sup>125</sup>
D2375/E/R/5/141	Rental	MM 1805 – LD 1806	Harrison, Abraham	MM £13 10s.;

<sup>112</sup> For another rental for the same term, see **D2375/E/R/5/117 (D2375/M/106/4)**.

<sup>113</sup> For another rental for the same term, see **D2375/E/R/5/120 (D2375/M/104/10)**.

<sup>114</sup> For another rental for the same term, see **D2375/E/R/5/122 (D2375/M/104/11)**.

<sup>115</sup> There was probably data for the Harrison property, but it wasn't collected. For another rental for the same term, see **D2375/E/R/5/126 (D2375/M/171/11)**.

<sup>116</sup> For another rental for the same term, see **D2375/E/R/1/46 (D2375/M/106/6)**.

<sup>117</sup> Recorded as 'Late William'.

<sup>118</sup> Recorded as 'Late William'.

<sup>119</sup> For other rentals for the same term, see **D2375/E/R/5/132 (D2375/M/106/7)**, **D2375/E/R/5/135 (D2375/M/103/88)** and **D2375/E/R/5/136 (D2375/M/171/13)**.

<sup>120</sup> Recorded as 'Late William'.

<sup>121</sup> For another rental for the same term, see **D2375/E/R/5/136 (D2375/M/171/13)**.

<sup>122</sup> Recorded as 'Late William'.

<sup>123</sup> For other rentals for the same term, see **D2375/E/R/5/149 (D2375/M/104/15)**, and **D2375/E/R/5/138 (D2375/M/171/14)**. In the latter of these the liability for Landlords Property Tax is noted as allowed at 1s. in the pound, with Harrison assessed at £1 7s., and Horrobbin at £1 10s..

<sup>124</sup> Recorded as 'Late William'.

<sup>125</sup> The liability for Landlords Property Tax is noted as allowed at 1s. in the pound, with Harrison assessed at £1 7s., and Horrobbin at £1 10s..





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(D2375/M/103/61)				LD £13 10s.
			Horrobbin, John <sup>126</sup>	MM £15; LD £15 <sup>127</sup>
D2375/E/R/5/143 (D2375/M/103/62)	Rental	MM 1806 – LD 1807	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>128</sup>	MM £15; LD £15. <sup>129</sup>
D2375/E/R/5/145 (D2375/M/105/14)	Rental	MM 1807 – LD 1808	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>130</sup>	MM £15; LD £15. <sup>131</sup>
D2375/E/R/5/147 (D2375/M/171/15)	Rental	MM 1808 – LD 1809	Harrison, Abraham	MM £13 10s.; LD £13 10s.
			Horrobbin, John <sup>132</sup>	MM £15; LD £15.
D2375/E/R/5/128 (D2375/M/106/6)	Rental	MM 1809 – LD 1810	Harrison, Abraham	MM £16 10s.; LD £16 10s.
			Horrobin, William	MM £18; LD £18. <sup>133</sup>
D2375/E/R/5/153 (D2375/M/161/72)	Incomplete Rent Roll	c. 1810	Harrison, Abraham	£27 <sup>134</sup>
			Horobin, John	£30 <sup>135</sup>
D2375/E/R/5/150 (D2375/M/160/19)	Rental Roll	LD 1811 – LD 1812	Harrison, Abraham	£33
			Horobin, John	£36
D2375/E/R/5/151 (D2375/M/160/22)	Rent Roll	Michaelmas 1812	Harrison, Abraham	£33
			Horobin, John	£36
D2375/E/R/5/152 (D2375/M/160/26)	Rent Roll	LD 1813 – LD 1815	Harrison, Abraham	£33
			Horobin, John	£36

<sup>126</sup> Recorded as 'Late William'.

<sup>127</sup> For another rental for the same term, see **D2375/E/R/5/140 (D2375/M/106/8)**.

<sup>128</sup> Recorded as 'Late William'.

<sup>129</sup> For another rental for the same term, see **D2375/E/R/5/142 (D2375/M/171/48)**.

<sup>130</sup> Recorded as 'Late William'.

<sup>131</sup> For another rental for the same term, see **D2375/E/R/5/144 (D2375/M/106/9)**.

<sup>132</sup> Recorded as 'Late William'.

<sup>133</sup> For other rentals for the same term, see **D2375/E/R/5/149 (D2375/M/104/15)** and **D2375/E/R/5/148 (D2375/M/106/11)**.

<sup>134</sup> Harrison's acreage is given as 50 acres, 2 roods, with a valuation of £32, then giving £33. £33 seems to be the new rent.

<sup>135</sup> Horobin's acreage is given as 52 acres, 1 rood, with a valuation of £34 16s., then giving £36. £36 seems to be the new rent.