

The Re-leasing of the Ellesmere Estates

1637-1642

By E. HOPKINS

THE Ellesmere estates in north Shropshire were purchased by Sir Thomas Egerton, then Lord Keeper, in the year 1600 from the co-heirs of Ferdinando, fifth earl of Derby, who had died in April 1594.¹ This was the second large-scale purchase of land by Egerton in this area, for two years earlier he had bought the Whitchurch estates, which lie to the east of Ellesmere, from Edward Talbot, later eighth earl of Shrewsbury.² The acquisition of these properties constitutes an important stage in Egerton's progress from a comparatively lowly position as illegitimate son of a country gentleman, Sir Richard Egerton of Ridley in Cheshire, to first Baron Ellesmere and Lord Chancellor of England in 1603.³ They led on to the purchase of the Harefield estate in Middlesex in 1601, to be followed by the buying of the larger Ashridge estate near Berkhamsted in 1604.

It seems, therefore, that about the turn of the century Egerton had reached a stage in his career when it was convenient for him to invest the profits of office in land, and the buying of the Shropshire manors was the first major step in this direction. His social position was further consolidated by his marriage to Alice, widow of Ferdinando, earl of Derby, shortly before the Ellesmere estates were purchased, this being his third wife. He was later to become Viscount Brackley in 1616, but the earldom said to have been promised him by James I⁴ was conferred not on the father but on the eldest son, John, who became the first earl of Bridgewater in 1617. The career of Thomas Egerton thus provides an admirable example of the economic and social progress of a gentleman who came to court in the Elizabethan period, prospered in office, and then invested the profits therefrom in land. Hence, the purchase and administration of the Ellesmere manors must be seen in this perspective.

Precisely how much John, earl of Bridgewater, derived from the Ellesmere

¹ Salop Record Office: Bridgewater Collection, Boxes Ellesmere Title Deeds, I and II.

² Salop R.O.: Bridgewater Collection, Box Blakemere, Whitchurch, purchase and fines of the manors.

³ For biographical detail, see the Dictionary of National Biography; Ormerod, *Cheshire*, 1819, 1; *The Complete Peerage*, II; B. Falk, *The Bridgewater Millions*.

⁴ *Calendar of State Papers, Domestic, 1611-18*, p. 453: a letter from John Chamberlain to Sir Dudley Carleton.

properties each year immediately after his father's death cannot be ascertained, as the necessary documents have not survived. The sum would naturally vary from year to year, dependent on the number of leases which fell in, the fines levied, and the variations in rents. There was the further complication that the earl's step-mother had a life interest in part of the estates, by which the income must have been substantially reduced. So far as the earl's expenditure is concerned, there is no doubt that it was heavy. His appointment as president of the Council of the Marches in 1631 must have meant considerable expense for him; his bond debts in January 1636 were £28,377. He was to die in 1649 owing £26,950 (excluding annuities of £1,654) together with a further sum of £51,700 resulting from the debts of his son-in-law, William Courten, who failed disastrously as a merchant.¹

Consequently, the death of the step-mother in 1636 and the extinguishing of her life interest in both the Ellesmere and Whitchurch properties must have afforded welcome financial relief. All the leases which she had granted in her lifetime for twenty-one years "if she so long live" now fell in. In this way it became possible for the earl to review the position on his estates, and then to embark on an extensive re-leasing designed to bring in the maximum amount possible. So extensive was this re-leasing that although begun in 1637 it appears that it was not completed even by 1642. It is the character of this re-leasing which is examined in some detail below.²

I

The estates visited by the earl's commissioners in 1637 contained fifty-five townships, many having a mere handful of inhabitants.³ Enclosure of the open fields had taken place in the previous century;⁴ only at Knockin were there still three town fields. The land was farmed by 358 tenants whose holdings varied from the small parcels of the cottagers to holdings of up to 100 acres. There was one farm of 232 acres, but this appears exceptional. From

¹ For the first earl's debts at various dates, see Hertford R.O., Bridgewater Collection, letters and papers of the second earl of Bridgewater.

² This article is based largely on Chapters III and IX of my unpublished thesis for the degree of M.A. in the University of London, 'The Bridgewater Estates in N. Shropshire in the First Half of the Seventeenth Century'.

³ Salop R.O.: Bridgewater Collection, Box Ellesmere Surveys, Liber 'A' (1637), Liber 'C' (1637), John Charlton's Book of Survey and Valewes (1638). These are the source of all the facts stated relating to 1637 and 1638, unless otherwise indicated.

⁴ W. E. Tate, 'A Hand List of English Enclosure Acts and Awards', Trans. of the Shropshire Archaeological Society, LII, 1947; H. L. Gray, *English Field Systems*, 1915; A. H. Johnson, *The Disappearance of the Small Landowner*, 1909; E. C. K. Gonner, *Common Land and Enclosure*, 1912; C. S. & C. S. Orwin, *The Open Fields*, 1954; J. Plymley, *General View of Agriculture in Shropshire*, 1803; J. Nightingale, *The Beauties of England and Wales*, XIII.

the acreages available it seems that there was a substantial number of tenants in the range 30–100 acres, perhaps about a third, a proportion of whom would need to employ paid labourers. Much would depend on the type of husbandry practised, of course, and this was generally of the mixed variety, as indeed it is today, with the usual accompaniments of the occasional orchard, hemp yard, or hop yard. The area was well known for its richness and fertility.¹

Some of the tenants held their land as a result of grants for either three or two lives which dated back to the period when the estates were still owned by the Derbys. Others, the majority, held by virtue of the twenty-one-year leases dependent on the life of Alice, dowager countess of Derby, granted both before and after her marriage to Egerton. What fines were demanded for these later leases is not known, but the reserved rents are not markedly different from those recorded in the survey which was made in 1602.

Nevertheless, the rent roll of 1637 gives a figure of £579 14s. 3d. as compared with the 1602 figure of £246 17s. The difference is accounted for partly by new enclosures in Tetchill Moor and Kenwick Park, and partly by the practice of demanding improved rents, mainly in Knockin and Myddle. Tetchill Moor was formerly "a great waste of mosse and morishe ground overflowed with water and overgrown with alders and other underwoode of no great value."² It therefore had first to be drained before letting. Kenwick Park was already in lease to two men in 1602, but by 1637 had been re-leased to twenty-five tenants at a total rent of £193 4s. 4d. As regards improved rents, the improvements vary greatly from tenant to tenant, but they account for £75 6s. 1d. of the increased rent roll of 1637 as compared with that of 1602.

From this brief general description it is clear that the commissioners of 1637 had the opportunity of carrying out a wholesale re-leasing of the estates to the existing tenants, an opportunity which was seized with both hands. So far as can be seen, no major changes had been made since the beginning of the century. Save for the enclosures and improved rents noted above, the estates in 1637 appear to be little different from the estates of 1602; but the visits of the commissioners in 1637 ushered in a period of fierce bargaining, echoes of which were still to be heard thirteen years later.

The general procedure adopted by the commissioners as they summoned each tenant to parley at harvest time, 1637, was to examine leases and then negotiate for the issue of new ninety-nine-year leases determinable on three

¹ Edward Leigh, *England Described*, 1659, p. 161; Camden's *Britannia*, 1695, I, p. 477.

² Salop R.O.: Bridgewater Collection, Box Ellesmere and Tetchill: papers re accounts & Rentals, 1640–61.

lives.¹ Most of the tenants would have no option in the matter, for the expiry of the leases granted by the Lady Alice had left them mere licensees on the land. Others who held leases from the earlier period might stand by the validity of those leases, but only five did so; there was little point in incurring the enmity of the commissioners when the lease would be bound to expire in any case within a few years. Steady pressure and a certain degree of cajolery therefore brought about what was termed by the commissioners a "willing surrender" in nearly every instance. The only tenants who were not caught up in the extensive bargaining for leases were small cottagers who were too poor to fine, and the holders of enclosures on Tetchill Moor or in Kenwick Park. These had to improve their rents, sometimes substantially in the case of the former, and by 1s. an acre in Tetchill Moor and 4d. an acre in Kenwick Park in the case of the latter.

Thus the average tenant was faced by the need to offer a sum of money which would purchase him a new lease for three lives. This would take the form of a lump sum, half of which had to be paid by the next audit, when security had to be given for the remaining half. In addition, a further gratuity of a few pounds was payable to the eldest son, Viscount Brackley, and the heriot and services due were also carefully defined. The whole offer, of course, had to await the consent of the earl, usually to be given by the following Candlemas, except where the offer was clearly so small as to merit outright refusal on the spot. In such cases the tenant would have to pay an improved rent for the time being, often very much larger than the small reserved rent under the previous lease. Otherwise the rent offered would nearly always be the same as formerly.

Undoubtedly the fines offered in 1637 were very much greater than those recorded in the survey of 1602. At the earlier date the majority of fines which had been paid when the survey was taken were well under £10, and no gratuities are mentioned at all. In 1637 it is common to find fines of between £50 and £100, and there are twenty-three offers of over £100. Indeed, there are several of £200 or more. The total of fines offered for all the townships amounts to the striking sum of £10,398 13s. 4d. (see Table A). In assessing the significance of this figure it must be remembered, of course, that it includes fines for new areas of enclosures since 1602; but these amount to only £326. Again, no fines at all are recorded in 1602 for the fifty-two twenty-one-year leases granted by the countess of Derby and in existence at that time. Nevertheless, the figure of £10,398 13s. 4d. just mentioned contrasts

¹ For a description of the methods commonly used on such occasions, see *Surveys of the Manors of Philip, First Earl of Pembroke and Montgomery, 1631-2*, ed. Eric Kerridge, Wilts. Archaeological Society, 1953.

TABLE A

	1602			1637		
	<i>Tenants</i>	<i>Rents</i>	<i>Fines</i>	<i>Old Rents</i>	<i>New Rents</i>	<i>Fines Offered</i>
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Ellesmere	16	4 10 6	15 0 0	30 15 1	13 14 1	497 13 4
Cockshutt	21	13 9 1	40 0 0	10 3 7	19 18 0	1,172 16 8
Crolesmere						
Kenwickswood	23	7 3 8	29 13 0	10 4 2	19 13 10	516 0 0
Tetchill	—	—	—	20 5 10	40 19 0	26 0 0
Tetchill Moor	8	3 2 11	21 0 0	1 11 8	1 2 8	230 0 0
Ridge	1	55 0 0	—	—	—	—
Birch	8	4 10 8	25 0 0	4 10 8	16 2 6	295 0 0
Newnes	14	4 15 3	57 6 8	5 19 9	4 14 9	323 0 0
Novamarton	11	5 13 8	17 13 4	29 7 5	17 1 11	908 0 0
Northwood	16	9 17 5	20 0 0	11 8 0	5 11 5	506 0 0
Trench	2	18 0	16 6 8	193 4 4	144 1 10	300 0 0
Kenwick Park	5	2 13 0	10 15 3	1 2 4	5 8 8	717 0 0
Old Marton	18	8 10 4	49 6 8	8 7 6	30 1 5	702 6 8
Hampton	—	—	—	1 3 2	1 3 2	120 0 0
Hampton Wood	17	5 12 6	22 0 0	13 1 8	6 19 3	929 13 4
Colemere	45	34 7 7	160 9 4	55 2 0	57 16 8	1,498 6 8
Myddle	5	7 6 0	16 13 0	—	—	—
Marton	1	1 6 8	—	—	—	—
Newton	1	8 6	—	—	—	—
Marton Moor	23	4 2 4	38 16 0	68 2 9	63 10 1	844 16 8
Knockin Villa	1	3 5 6	13 6 8	—	—	—
Morton	1	6 0	—	—	—	—
Osbaston	2	4 16 7	3 0 0	—	—	—
Dovaston	3	4 14 6	—	6 7 4	6 7 3	474 0 0
Nessestrange	1	6 8	—	—	—	—
Nessecliffe	3	1 10 8	—	—	—	—
Hopton	23	56 2 4	104 13 4	63 16 0	74 2 8	138 0 0
Kinton	3	2 6 8	—	1 0 0	—	200 0 0
Whottall	—	—	—	44 1 0	18 1 6	—
St Johns	—	—	—	—	—	—
	272	£246 17 0	£660 19 11	£579 14 3	£546 10 8	£10,398 13 4

NOTE: The table summarizes the information contained in the 1602 Survey and the 1637 Liber 'C'. The fact that a township appears under the former heading but not under the latter indicates that its tenants have been classified under some other township in 1637. St Johns, on the other hand, was not purchased till 1609.

markedly with the figure for fines in the 1602 survey of £660 19s. 11d.

In view of such an increase it is perhaps not surprising to find evidence of competition for leases in 1637, and of tenants increasing their first offers "on better consideration." It is clear that the offers made were scrutinized by the earl himself, and his comments thereon, often of a caustic nature, are scattered about the 1637 survey, Liber 'C'. At the end of this book there is his note: "mem. where competition & di[ve]rs petitioners," together with other notes bearing witness to his dislike of leases for two lives, and to his dissatis-

faction with the work of the commissioners. It was this last fact which was to lead to a further round of bargaining in 1638.

This time the bargaining was preceded by a fresh survey, that is, an actual measuring of the land, presumably so that final amounts could now be agreed upon. The tenants were then asked to increase their previous offers, only those tenants already paying improved rents in St Johns, Tetchill Moor, and Kenwick Park, together with a few cottagers, being exempted from this second stage in the re-leasing. Far from improving their offers, some tenants could not pay even their 1637 offers; others kept to their original sums, refusing to give more. Both classes had to take at an improved rent for that year. In fact, less than half seem to have made offers which the commissioners thought worthy of their master's consideration. A determined effort must have been made to secure an all-round increase of 10 per cent or more, and this certainly defeated the financially weaker tenants. All the same, the new offers for consideration amounted to £6,910 10s., representing a gain of about £700 on the previous offers concerned.

Yet even this was not the end of the matter, for there is evidence to show that further bargaining took place during the course of the next four years.¹ Some time during that period a number of offers made in 1638 were increased substantially. To take two examples: Edward Thomas of Ridge offered £100 and £10 (the gratuity to the earl's son) in 1638; by 1642 he had increased this to £170 and paid off £56 13s. 4d. Jane Clowes of Myddle originally offered £265 and £10; by 1642 she had paid off £272 6s. 8d. from a fine increased to £320. In other cases, tenants who had had their 1638 offers refused and who had therefore taken at an improved rent, clearly had increased their offers later on. Thus, Richard Hampton of Cockshutt offered £100 in 1637, failed to improve this in 1638, but by 1642 had paid off £114 from a fine of £134. Two important leases were also signed in 1640, one of Northwood Park for ninety-nine years for a rent of £2 13s. 4d. and a fine of £496 9s. 3d., the other of Maynewaring's farm in Hampton for a rent of £11 2s. 10d. and a fine of £481 10s. 11d. Both these fines had been paid by 1642. Insufficient evidence has survived to make it possible to compile totals of the offers made after 1638, but the arrears on fines in March 1642 totalled £2,221 9s. 8d.

II

From this sketch of the re-leasing which took place in and after 1637 it will be seen that three matters in particular merit lengthier consideration and explanation: they are the mode of calculation of the fines, their significance as

¹ Salop R.O.: Bridgewater Collection, Box Ellesmere Manor, Compoti & Rentals, 15th-17th Century, 'Note of the Accompts for Fynes in Ellesmere etc.'

TABLE B

Township	Name	Old Rent	1637 Offers			1638 Valuation	F
			Fine	Gratuity	Rent		
		£ s. d.	£ s.	£	£ s. d.	£ s. d.	£
Cockshutt	William Jenkes	11 7	70 0	5	11 7	11 10 0	85
	Anthony Heylin	11 9	70 0	3	11 9	10 10 0	70
	Thomas Richards	8 6	45 0	3	8 6	7 0 0	45
	Thomas Wisherley	8 8	65 0	5	8 8	8 0 0	72
	Robert Higley	7 10	45 0	5	7 10	6 18 8	
	William Bough	1 1 8	120 0	5	1 1 8	16 2 0	
	John Multinex	8 7	—	—	—	5 14 6	35
	Richard Jenkes	12 1	85 0	5	12 1	14 17 4	120
Northwood Pk	Sir Thomas Hamner	2 13 4	300 0	—	2 13 4	44 6 0	330
	John Weaver	6 8	75 0	2	—	10 17 0	80
Cockshutt	Francis Lloyd	1 2 8	90 0	3	1 2 8	13 0 0	60
	Margaret Bickley	1 6	1 10	—	—	—	
	Edwarde Jenkes	10 7	80 0	5	10 7	—	
	Richard Hampton	12 1	100 0	—	12 1	14 0 0	100
Ridge	Edward Thomas	8 8	65 0	3	8 8	15 15 0	100
	Edward Thomas, Jr	9 0	70 0	5	9 0	13 16 8	80
Northwood	Thomas Adams	18 1	150 0	5	18 1	19 15 0	160
	Edward Bartley	8 4	100 0	5	8 4	20 15 4	140
Old Marton	Thomas Drury	10 4	60 0	3	10 4	—	
	Robert Bedowe	7 7	70 0	2	7 7	10 6 0	
New Marton	Arthur Pitchford	14 0	70 0	3	14 0	16 10 0	
	Wm & Mary Pitchford	4 0	20 0	—	4 0	4 10 0	20
Trench	Richard Price	10 2	58 0	2	10 2	8 0 0	70
	Randle Phillips	3 2	20 0	1	3 2	4 10 0	20
Newnes	Michael Meredith	8 6	30 0	—	—	14 0 0	100
	John Gough	4 0	14 0	1	4 0	2 0 0	15
Myddle	Bart. Pearne	1 8	8 0	1	1 8	1 6 8	8
	Jane Clowes	3 6 8	250 0	10	3 6 8	30 0 0	265
	Elizabeth Pickstoke	9 0	95 0	2	9 0	11 0 0	66
	Thomas Hodden	11 6	50 0	2	11 6	8 0 0	
	Robert Morre	—	130 0	5	1 2 8	—	
	William Cleaton	1 3 4	160 0	5	1 3 4	20 0 0	160
	Richard Hunt	4 0 0	35 0	3	9 0	6 0 0	40
	William Gosselinge	4 6	35 0	3	4 6	5 0 0	35
	Allen Challoner	2 0	5 0	—	2 0	—	
	Thomas Davies	4 0	—	—	—	2 0 0	
	John Lloyd	10 6 8	80 0	5	2 0 0	14 10 0	85
	Michael Chambers	9 4	8 0	1	—	1 6 8	
	Alice Matthews	9 0	—	—	—	—	
	Widdow Onslow	1 0 0	—	—	—	—	
	Thomas Acherley	8 6	13 6	—	—	—	20
	Richard Lloyd	19 4	—	—	—	5 6 8	40
	Margery Holland	9 0	10 0	—	—	—	
	Peter Ledsam	13 0	65 0	2	—	10 15 0	80
	Sam Widdowes	4 0	40 0	3	4 0	—	50
	William Puleson	16 0	6 0	—	2 0	—	
	John Leigh	10 0	—	—	—	—	
	Jane Wynne	—	—	—	—	—	
Knockin	John Payne	7 10 0	55 0	5	7 10 0	—	
	Susan & Ed. Kynaston	1 1 4	80 0	5	1 1 4	12 0 0	
Nessestrange	John Gittins	13 4	70 0	3	13 4	10 9 8	80

THE RE-LEASING OF THE ELLESMERE ESTATES

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TABLE B

	1638 Offers		1642 "State of the Fines"		Comments
	Fine	Gratuity	Fine	Paid Off	
	£ s.	£ s.	£ s. d.	£ s. d.	
0 0	85 0	2 10	129 11 2	50 0 0	
0 0	70 0	3 0	99 0 0	33 0 0	Surrender of lease from Henry, earl of Derby
0 0	45 0	3 0	42 0 0	28 6 8	For 1638 offer, one life now deceased
0 0	72 0	—	80 0 0	80 0 0	
8 8	—	—	42 10 0	21 5 0	Not able to fine 1638. Set this year, £4 6s. 8d.
2 0	—	—	156 0 0	37 0 0	Set 1638, £10 13s. 4d.
6 4	35 0	3 0	28 10 0	25 0 0	Valuation disputed
0 0	120 0	5 0	125 0 0	85 0 0	Surrendered lease, one life in being
0 0	330 0	—	496 9 3	496 9 3	1637 rent lately improved to £25. Lease in 1642 was to
0 0	80 0	—	84 0 0	20 0 0	[James Houghton]
0 0	60 0	5 0	70 0 0	70 0 0	Rent with 1638 offer, £6 10s. Indebted £350
0 0	—	—	1 10 0	1 10 0	
0 0	—	—	86 0 0	86 0 0	
0 0	100 0	—	134 0 0	114 0 0	
0 0	100 0	10 0	170 0 0	56 13 4	
8 8	80 0	5 0	90 0 0	60 0 0	
0 0	160 0	—	200 0 0	182 6 8	
4 4	140 0	5 0	178 0 0	59 6 8	
0 0	—	—	96 0 0	20 0 0	
0 0	—	—	58 6 8	39 0 0	
0 0	—	—	94 3 4	20 0 0	
0 0	20 0	—	26 0 0	26 0 0	
0 0	70 0	—	51 13 4	17 4 6	
0 0	20 0	1 0	43 6 8	21 13 4	
0 0	100 0	4 0	108 0 0	71 0 0	1637 offer refused, set at £4 10s. for one year
0 0	15 0	—	16 0 0	16 0 0	
6 8	8 0	1 0	12 10 0	12 10 0	
0 0	265 0	10 0	320 0 0	272 6 8	
0 0	66 10	2 0	155 0 0	128 6 8	
0 0	—	—	45 0 0	15 0 0	
0 0	—	—	150 0 0	150 0 0	
0 0	160 0	5 0	189 0 0	189 0 0	
0 0	40 0	—	58 0 0	55 15 0	
0 0	35 0	3 0	100 12 6	99 13 4	
0 0	—	—	38 10 10	12 6 8	Surrender of lease from Henry, earl of Derby
0 0	—	—	18 8 0	6 2 8	Surrender of lease from Henry, earl of Derby
0 0	85 0	2 0	135 0 0	98 13 4	Old rent lately improved
6 8	—	—	10 6 8	10 6 8	
—	—	—	35 10 0	35 0 0	
—	—	—	23 0 0	15 6 8	
—	20 0	—	23 0 0	15 6 8	1638 offer refused for "abuse offered"
6 8	40 0	4 0	60 6 8	60 4 6	
—	—	—	22 15 0	22 15 0	
5 0	80 0	4 0	138 1 0	115 10 8	1638 offer was by Lewis Davies
—	50 0	5 0	45 0 0	38 0 0	1638 offer increased because of competition
—	—	—	8 10 0	6 16 8	Old rent was improved rent
—	—	—	10 0 0	6 13 4	
—	—	—	481 10 11	481 10 11	Lease of Maynewaring's Farm made 1.8.1640. Rent
0 0	—	—	65 0 0	65 0 0	[£11 2s. 10d.]
9 8	80 0	8 0	129 18 6	104 12 4	
			98 3 4	32 14 3	

TABLE B—*continued*

Township	Name	Old Rent	1637 Offers			1638 Valuation	Fi
			Fine	Gratuity	Rent		
Colemere	Eliz. & Richard Wenlocke	£ s. d. 10 3	£ s. 85 0	£ 3	£ s. d. 10 3	£ s. d. 21 15 0	£ 140
	Thomas Birche	12 3	90 0	3	12 3	17 2 0	100
	Richard Birche	3 3½	22 10	1	3 3½	5 15 0	-
	William Jeffries	3 3½	22 10	1	3 3½	4 18 4	22
	John Tunna	6 1½	40 0	2	6 1½	8 5 6	54
	Richard Jeffries	6 1½	50 0	2	6 1½	7 0 0	50
	Hugh Hughes	12 3	80 0	2	12 3	19 7 0	140
	Thomas Leigh	6 1½	35 0	3	6 1½	9 1 9	50
	John Jeffries	6 7	43 0	2	6 7	7 1 6	40
	John Jeffries	12 3	90 0	3	12 3	—	100
	Richard Wenlocke	7 4	70 0	3	7 3	18 2 0	110
	Richard Edward	8 4	65 0	3	8 4	9 16 8	62
	Henry Langford	12 8	60 0	2	12 8	11 0 0	80
	John Richards	7 0	60 0	2	7 0	7 10 0	67
Tetchill	John Warburton	9 8	60 0	2	9 8	7 17 4	50
	John Higgison	12 6	40 0	2	—	—	50
Ellesmere	Humphrey Mulliney	1 0 0	60 0	3	1 0 0	9 0 0	70
	John Langford	13 4	38 0	2	13 4	3 10 0	-
	Anthony Lyth	3 1 4	20 0	1	10 0	2 16 8	-
	Alice Trevor	10 0	—	—	12 0	—	-
	Edward Evans	1 17 0	60 0	5	1 0 0	8 1 8	75

NOTES

- (a) This table illustrates the course of bargaining for leases between the years 1637 and 1642.
 (b) The sources for the 1637 offers and the 1638 offers and valuations are Liber 'C' and John Charlton's Book of Survey and Valewes.

compared with earlier fines, and lastly their value as evidence of the state of north Shropshire agriculture at this time.

As regards the calculation of fines, the obvious fact must be stressed that the amount finally decided upon would depend to a considerable extent on the individual circumstances of both landlord and tenant. On the one hand, Bridgewater wanted the maximum sum; on the other, the tenants wished to pay as little as possible, realizing nevertheless that they must pay up within certain limits if they were to retain their holdings. The amounts demanded by the commissioners, in the nature of things, would usually be too much for the tenants, while the sums offered by the latter would be too low; the figures finally agreed upon would be somewhere between the two.¹

Of course, both sides would be aware of what would be considered a reasonable offer upon which negotiations might be based. This was the so-called

¹ For examples of this kind of bargaining in Wiltshire, see E. Kerridge, 'The Movement of Rent, 1540-1640', *Economic History Review*, Second Series, vi, no. 1, 1953.

38 ation	1638 Offers		1642 "State of the Fines"		Comments
	Fine	Gratuity	Fine	Paid Off	
s. d.	£ s.	£ s.	£ s. d.	£ s. d.	
5 0	140 0	10 0	130 17 6	75 0 0	Surrender of lease from Henry, earl of Derby
2 0	100 0	3 0	102 16 3	69 0 1	
5 0	—	—	53 14 7	53 14 7	
8 4	22 10	1 0	42 2 0	20 0 0	
5 6	54 0	4 0	79 0 0	79 0 0	
0 0	50 0	5 0	60 0 0	13 0 0	
7 0	140 0	10 0	122 6 3	61 3 1	
1 9	50 0	5 0	37 18 8	25 6 8	
1 6	40 0	5 0	70 0 0	70 0 0	
—	100 0	3 0	100 0 0	50 0 0	
2 0	110 0	10 0	149 2 4	—	
6 8	62 0	—	108 10 0	102 0 0	
0 0	80 0	—	66 0 0	44 0 0	
0 0	67 0	—	72 0 0	72 0 0	
7 4	50 0	2 0	40 18 4	6 0 0	
—	50 0	3 0	57 0 0	57 0 0	
0 0	70 0	3 0	92 0 0	92 0 0	
0 0	—	—	40 0 0	40 0 0	
6 8	—	—	20 0 0	13 6 8	
—	—	—	5 0 0	2 0 0	
1 8	75 0	—	81 0 0	81 0 0	

NOTES

- (c) The table is confined to those tenants who appear in the 1642 "State of the Fines;" many tenants appear in the 1637 and 1638 surveys, but not in the 1642 document.
- (d) The comments are taken from the surveys in order to give some indication, where possible, of the circumstances in which the bargaining took place.

annual value multiplied by ten in the case of a lease for ninety-nine years determinable upon three lives;¹ but it is necessary to proceed with great caution in defining this basic figure. In the first place, the estate surveys are full of values in the form of undated annotations, so that there are at least four if not five sets of valuations which might have formed the basis of calculation. Secondly, although the annual values presumably represented possible rack rents, it is important to note that when tenants made unsatisfactory offers for fines the improved rents paid by them forthwith were at no time as high as the annual values. The possibilities here are that either these tenants were allowed to pay temporary rents on specially advantageous terms, or if the annual values were truly estimates of rack rents, they were wide of

¹ This is the calculation used in John Charlton's *Book of Survey and Valewes* (1638). In Liber 'C' (1637) the calculation is different, being by 7 for one life, 9 for two lives, 10 for 21 years, and 11 for three lives. Evidently 21 years and 3 lives were not always regarded as equivalent.

the mark. Certainly the rents paid in the 1650's were still less than the pre-war annual values. Thirdly, certain tenants were entitled to allowances as being "ancient tenants;" both the amount of the allowance and the qualification for it are unknown. For all these reasons it is impossible to select one set of values, multiply them by ten, and thereby obtain figures which were necessarily the fines demanded by the commissioners. In practice, the fines offered in the second round of bargaining in 1638 which the commissioners submitted for Bridgewater's approval were between two-thirds and three-quarters, multiplied by ten, of the values in the book of survey of that year. By 1642 many of these offers had been increased, however, and amounts paid off an agreed figure. Only by this date were fines reaching and sometimes exceeding the full ten years' rate on the 1638 valuations; just over half of the fines recorded in 1642 fall into this category.¹

From this it is clear that no simple formula will explain exactly the calculation of fines during the re-leasing. The heart of the matter is undoubtedly the ten years' rate, but the precise mode of operation remains obscure because none of the offers made in 1637 or 1638 is anywhere near ten times the annual values of 1638. Nor do the rents offered for the new leases afford any clue; they are nearly always the same as the rents payable under the earlier leases amounting to only a few shillings, and thus so small as to have little consequence for any calculations made.² The difference between the full capital sum payable, based on the annual value, and the fines actually offered may nevertheless be explained in a number of ways.

For example, the ages of the lives contained in the proposed leases might obviously be the reason why the fine offered in respect of one lease might approach the full ten years' rate, while the fine for another remains well under it. These ages are not stated in the surveys, so that it is not possible to put this assertion to the practical test; but it seems to be a reasonable assumption. Again, competition or the lack of it might affect the fine ultimately agreed upon very considerably. Further, agreements among tenants to keep down offers were not unknown. Another point to bear in mind is that some allowance must have been made for the fact that in paying his fine the tenant was

¹ A failure to pay the full fine demanded was probably not uncommon. Dr Finch notes that the fines offered by the Leicestershire tenants of the Brudenells of Deene were less than half the sums which they had to pay, and fines offered on the Northants estates half or less than half the amounts exacted.—M. E. Finch, *The Wealth of Five Northants Families, 1540-1640*, Northants Rec. Soc., xix, 1956, p. 158.

² For this reason it is not possible to base the valuation of the fines on the reserved rents. This is not to say that such a method is not commonly employed on other estates. See H. J. Habakkuk, 'The Long-term Rate of Interest and the Price of Land in the Seventeenth Century', *Economic History Review*, Second Series, v, no. 1, 1952, at p. 26.

in effect paying rent in advance for the duration of three lives. This might have been taken into account in fixing the ten years' rate, and certainly there is nothing to show that interest calculations were made by the commissioners; there is no reference in the surveys to any tables in use by them. Lastly there is the simple possibility that certain holdings were incorrectly valued in that the annual values decided upon did not accurately represent their true rack-rent value. This would naturally distort any bargaining on the basis of the ten years' rate.

Indeed, the more one considers the many influences at work in determining the fine at length agreed on in each case, the greater the emphasis which must be placed, as already indicated, on the circumstances of each tenant. This is why the annual value and the ten years' rate do not of themselves lead directly to the fine ultimately paid, but merely establish a standard to which reference must have been made constantly during the bargaining. To say this is not to ignore the fact that the profitability of any one farm, for example, the nature of the soil, drainage, accessibility of water, state of the buildings, and so on, will be reflected in the annual value. But other factors will inevitably affect the final outcome during re-leasing; to give an extreme instance, one otherwise reasonable offer was refused altogether for abuse offered the commissioners. More commonly, the commissioners would have to weigh up such matters as the probable resources of the tenant, whether he was likely to keep the land in good heart, above all, whether his final offer might be exceeded by some competitor. Thus, the fundamental task of the commissioners was to obtain the maximum offer, given the existing circumstances, and to refrain (if they were wise) from making demands so unreasonable that they would stand no chance of being met. The tenants, for their part, would do all they could to keep the offer down without running the risk of a heavy rack, or even eviction.

To turn to the contrast between the size of the fines offered and those paid at the beginning of the century: in order to see this in proper perspective it must be remembered that the 1602 figure for fines was not the result of a re-leasing carried out in that year; it was merely the total of fines which had been paid for leases then in being, some of them of many years' standing. Again, as already stated, the 1602 total contains nothing in respect of the fifty-two leases for twenty-one years granted by the countess of Derby. Consequently, it would be unwise to over-emphasize the fifteenfold increase between 1602 and 1637, although the contrast between the amounts of individual fines remains striking.

Part of the explanation undoubtedly lies in the fact that no thorough-going re-leasing had been carried out for some years, possibly because the life-

interest of Bridgewater's step-mother, the dowager countess, might have made this difficult.¹ Any new leases made during the thirty-five years were issued piecemeal as the old leases fell in, and there is nothing to show that any surveys were made during the period. The result is that there was a good deal of leeway to be made up in the administration of the estates by 1637.

Nevertheless, when all necessary qualifications have been made, the increase in fines still seems abnormally large when seen against the background of the rise in rents elsewhere in north Shropshire at this time.² This remains true to some extent when the comparison is made with rent movements in other counties, although regional variations in the figures available prevent any useful conclusions being reached on this point.³ In the absence of further information it would be unwise to draw out too many implications from this increase, but one question inevitably presents itself: what indications are given by the whole episode concerning the profitability of farming on the Ellesmere estates before the Civil War?

Again, to answer this question directly would require a greater knowledge of estate conditions at this time both in Shropshire and elsewhere than is available at present. Certain considerations, all the same, appear to point to at least a moderate prosperity upon the estates, quite apart from what might be argued to be the *prima facie* evidence of the rise in fines, and the size of fines paid. The existence of competition for holdings seems to bear this out. A comparison of the surveys for 1637 and 1638 with that for 1650 is revealing. The latter survey is full of complaints by the tenants that they cannot fine, usually because they have been ruined by the wars; and when fines are offered they are much smaller, on the whole, than pre-war offers. It may be argued that such complaints are merely the response of any body of tenants faced with the prospect of increases in rent; but this would be to ignore the com-

¹ The legal position is obscure. Presumably the first earl was completely barred beneficial enjoyment of the rents until her death, while for her part she could not grant an interest to last longer than her lifetime.

² Rents on the Bridgewater estates at Whitchurch, ten miles to the east, increased by only a quarter between 1600 and 1636, and by another quarter between 1636 and 1642; but these estates had been rack-rented throughout this period, and there was comparatively little slack to take up in 1637.

³ Not many figures are available for comparison. In certain areas in Wiltshire, rents on new takings increased by something under a third between the decades 1600-9 and 1650-9.—E. Kerridge, article referred to above. On the other hand, in Norfolk and Suffolk arable rents rose sixfold between 1590-1600 and 1640-5.—J. Sprott, 'Agrarian Conditions in Norfolk and Suffolk, 1600-50' (unpublished M.A. thesis, University of London, 1935). Some rents in Warwickshire were trebled between 1615 and 1648 (M. Campbell, *The English Yeoman under Elizabeth and the Early Stuarts*). Lord Brudenell of Deene doubled the fines and rents on his estates in Northamptonshire in 1609.—M. Finch, *op. cit.*

ments made by the commissioners themselves as to the state of the tenants whom they saw. If such comments were common form it is curious that similar complaints are not more frequently encountered in the earlier surveys.¹

The basic problem, however, will presumably remain unsolved until it can be shown conclusively that the yeomen and husbandmen who constituted the vast majority of the tenants on the Ellesmere estates at this time were receiving substantially more from their sales of crops and animals in the period before 1637 than they were paying out either in rack rents or in fines and reserved rents; only then can the word "prosperity" be safely used. In the meanwhile, it may be inferred that they were at least not impoverished in 1637, nor in fact would this be expected if, as suggested earlier, they had held on comparatively easy terms before 1637 which had enabled them to save the necessary sums to offer fines when the time came. So that whatever the fate of the gentry in the area at this time, rising or declining, there is at least nothing to show that the yeomanry and the lesser agricultural orders were experiencing hard times.²

In conclusion, it is suggested that the significance of this re-leasing of estates lies in the detailed evidence provided of the all-out effort by an absentee landlord to obtain the maximum immediate return from his estates prior to the Civil War. Clearly Bridgewater wanted large amounts of capital: hence the policy of re-leasing for heavy fines expressed in bargaining spread over at least three years, and possibly more. The calculation of fines did not fall into any simple pattern, because of the wide variations about the norm of the ten years' rate, but it seems sufficiently established that this was in fact the standard adopted. Further, whatever the detailed considerations leading to the final bargain, the fines in 1637 and after still contrast very strongly in size with those in the 1602 survey. Unfortunately the period of thirty-five years between the two surveys makes it difficult to trace leases in existence at both dates, but in the eleven cases where this is possible, six of the leases surrendered in 1637 were replaced by new leases bearing fines of ten times or more the original amounts. The reasons for these increases must remain conjectural, but one factor at least, operating to a greater or lesser extent with

¹ In addition to losses due to war, there were, of course, hazards due to the weather. According to Thorold Rogers, *The Economic Interpretation of History*, 1888, the five years 1646-51 were years of unbroken dearth. See also G. E. & K. R. Fussell, *The English Countryman: His Life and Work, A.D. 1500-1900*, on this point.

² For other regional studies which seem to show some evidence of agricultural prosperity before the Civil War, see M. Finch, *op. cit.*; E. Kerridge, 'The Movement of Rent, 1540-1640', *Economic History Review*, 2nd Series, vi, no. 1; J. C. K. Cornwall, 'The Agrarian History of Sussex, 1560-1640' (unpublished London M.A. thesis); F. Hull, 'Agriculture and Rural Society in Essex, 1560-1640' (unpublished London Ph.D. thesis).

others, may well be the profitability of farming in the area. Certainly the existence on the estates of substantial yeomen with ample capital resources seems a reasonable supposition. However, perhaps one of the most salutary lessons to be learned from this study of six years in the history of the Ellesmere estates is the danger of confident generalization on the basis of estate records of the period, and this is so not only in connection with the movement of rents and fines, but also with regard to their significance in the wider context of agricultural history before the Civil War. Much more needs to be known of the history of other estates about this time before that new history of agriculture in the vital hundred years before 1642 can be written.

Letter to the Editor

SIR,—I am interested in Mr Butlin's suggestion (AHR IX, 1961, p. 102) that the term 'open field' could well be discarded, for my own work on the field patterns of Kent would certainly support his suggestion.

'Open field' is a term that has been used far too loosely, to signify both a particular field pattern and a particular economic organization of agriculture; and from this duality of meaning has arisen confusion. The 'open-field' pattern was characterized by fields subdivided into unenclosed, intermixed strips, and the identification of this pattern in Kent has all too often led to the conclusion that 'open field' existed in the county in the sense of common-field husbandry. An 'open-field' pattern has been equated with 'common-field husbandry'. Mr Butlin pointed out that common arable fields were not always open, and, as E. Kerridge has shown (*V.C.H. Wilts.*, 1959, p. 46), open fields were not always commonable. For Kent there is abundant evidence of a strip pattern in unenclosed fields, but as yet there is no evidence of arable lands

commonable after harvest. It has been too hastily asserted that in Kent 'open fields' in the sense of common-field husbandry can definitely be perceived. There is no evidence, however, of 'common arable fields' as defined by Mr Butlin.

The unenclosed strip pattern of fields might be termed 'subdivided fields' rather than 'open fields', since the former possesses none of the implications of economic organization usually associated with the latter. Surely 'subdivided arable fields' should not be called 'common arable fields' until it is definitely established that they became commonable after harvest? A particular form of economic organization cannot be inferred from the field pattern alone: additional evidence is necessary. Field patterns may be suggestive, but they are not in themselves conclusive.

Yours, etc.,

ALAN R. H. BAKER

*Department of Geography,
University College, London.*