

VCH SHROPSHIRE

Newport

The manorial interest

This text has been prepared for VCH Shropshire by Professor Richard Hoyle. The contribution of Dr Judith Everard is gratefully acknowledged. It is made available to readers in advance of its full publication. We welcome suggestions for improvement, additional references and, of course, we invite readers to point out errors.

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The manorial interest

Whilst Newport was a town with undeniable urban characteristics, formally it remained a manor with a manorial court convened by the lord. And whilst there were burgesses, they never developed into a corporate governing body with a mayor, nor any courts of their own. The burgesses were, though, the recipients of grants from the lords which suggest that the Audley lords of the manor were happy to transfer their rights to the burgesses and encouraged their development. But the consequence was that the manorial rights were hollowed out. They may have atrophied further in the long period in which the manor was divided between non-resident lords.¹

There a progressive transfer of the assets of the manor to the urban community of burgesses began at an early date. At an unknown moment in the late 1240s, soon after his inheritance of the manor, James de Audley revoked his right to call on the burgesses to carry fish from the pool to the lord's houses outside Shropshire. This may have been a service exercised whilst the manor was a royal one: it may have been regarded by the tenants as burdensome. The burgesses thought it work paying 100s. (a very substantial sum at the time) to be freed of the chore.²

Later in the century, in the years between 1284 and 1299, the burgesses had the grant of the Great Marsh to the south-east of the town. They paid 10 marks (£6 13s. 4d.) for this grant and contracted to pay an annual rent of 20s. which was still being paid in the early twentieth century. The grant, it might be noticed, was only of the common rights over the Marsh. At much the same time Audley granted the site of a booth hall in the town. This was surely to meet the community's aspiration for self-government and shows Audley's support for it. Again, the burgesses purchased the grant, paying 20s. for it, and paid a rent of 3s. 0d.³ A third charter between Audley and the burgesses of 1313 granted them all Audley's rights to wastes in the open field of Norbroom (probably mainly paths and ways within the field, but also any uncultivated lands), his rights in the close called Calvercroft and the small marsh towards Church Aston which was subsequently parcelled out and enclosed.⁴ Whilst Audley comes over as being sympathetic to the burgesses and perhaps eager to assist the town's

¹ For the descent of the manor see the account by David Cox.

² Everard, *Early records*, no. 11.

³ Everard, *Early records*, no. 13.

⁴ Everard, *Early records*, no. 19. The charter may contain may omit a word and may best be understood as Audley granting rights his rights in Norbroom *and* Calvercroft. I am grateful to Dr Everard for a discussion of this point.

development. none of the charters amount to a town charter or a grant of corporate standing to the burgesses.⁵ The attempt to secure a guild merchant when Edward II passed through the town in 1322 suggests that at that time the burgesses had no corporate standing. They possessed a seal (in use by 1309⁶) but had no formal structure.

The burgesses remained stranded in this half-state and never made the leap from being a prescriptive body to one whose standing was based on either a royal or seigneurial grant. Yet it is possible that there was a further grant but one which is lost to us, and which was unknown even in the seventeenth century. The basis of this speculation is two-fold. The first point is that we would expect the lord to receive small quit (fixed) rents from each individual burgage, perhaps 1*d.* or 2*d.* a piece. There are signs that the lord did receive such sums but by the mid-sixteenth century, and certainly in the seventeenth, these payments had been lost and were no longer made. However, the burgesses did receive quit rents from the inhabitants of the town and whilst some of them may be identified with the rents retained on grants of land made by them, the number and size of these rents suggests that they were the seigneurial quit rents, transferred to them. There are two ways this state of affairs could have come about. The first possibility would be that they were transferred by grant: the second that the burgesses ‘farmed’ the manor and collected the rents on behalf of the lord, and paid them over. The receipts we have for the rents of Newport from the late 1350s are receipts given to the ‘farmers’ of the manor who had collected the lord’s rents on his behalf.⁷ It is possible that the burgesses collectively came to fulfil this roll. It is not without significance here that the officers of the burgesses are the bailiffs. It is possible that they were, originally, the lord’s bailiffs and appointed by him, but with the atrophy of the manorial interest, they came to be appointed by the town. So, the burgesses may have ‘farmed’ the manor – as it were the lord subcontracted the collection of his rents to them – but whilst we see the rents still being collected in the eighteenth century, we do not see them being paid over. The second point is that by the end of the sixteenth century the burgesses claimed the right to make grants of wasteland in the town itself. For instance, in 1597 they made the grant of a parcel eight feet by twenty feet close to the Booth Hall. A similar grant followed in 1606.⁸ We would expect this land to be a seigneurial possession. The grant of the site of the booth hall by Audley at the end of the thirteenth century shows that it was regarded as such at that time. It is possible

⁵ Everard, *Early records*, no. 19.

⁶ Everard, *Early records*, no. 18

⁷ Everard, *Early records*, nos 45 A-E.

⁸ Everard, *Early records* nos 78, 80.

that the burgesses simply assumed the right to make such grants, in which case one has to be surprised that their exercise of this right passed without challenge.

Our knowledge of the medieval manor of Newport is limited by the absence of an estate archive. Furthermore, the extents attached to the Inquisitions Post Mortem of the medieval lords of the manor are – because of damage to the documents – much less helpful than they might be. (The Newport section of the fullest of these is substantially illegible.)⁹ But something can be gleaned.

The lord's income from the manor revealed by the early extents divides into four parts: a mixture of assize (fixed) rents, the profits of the courts and so on; the market tolls, the rent of the mill and the rent of the fishery at the mill pond. The valuations vary over time which may reflect the fact that some lords only owned a share of the manor. In the extent made after the death of Henry de Audley in 1276, the profit of the court, market tolls and assized services of the manor came to £5 8s. 10¾d. but 14 tenants are named as paying assize rents totalling 10s. 8d. The mill was worth £5 18s. 6d. and the fishpond perhaps £5. Some 50 years later the extent of Nicholas de Audley gives the valuation of his half share of the watermill at £5, the fishery 20s. the assize rents 25s. and the toll of the market and fairs 60s. The profits of the court were 6s. 8d. In all the manor was worth £10 11s. 8d. which was a relatively modest sum. An account for 1484-5 of one of the moieties of the manor gives the receipts from rents of assize as 26s. 8d., £4 13s. 4d. for the farm of two mills, 61s. 6d. for the profits of courts and 3s. 4d. on the tolls of mills.¹⁰ The figures are hard to reconcile, but they make the point that Newport was consistently worth less than the conjoined manor of Edgmond.

A pair of rentals for the Talbot mediety of the manor, made c. 1570 at a time when their interest was divided (perhaps for jointure purposes) roughly one third-two-thirds shows that the Talbots received 13s. 6d. in chief rent from the burgesses, 65s. 0d. for the mill, 21s. 0d. for the tolls and 8s. 6d. for the fishery of the Mill Pool. Small rents amounted to only 2s. 7½fs.¹¹

The manor certainly had freeholders but in the absence of rentals or surveys, their names are generally not known, nor their rents or the land they held which was deemed to be

⁹ The Newport extents are conveniently gathered together in Everard (ed.), *Early Records of Newport*, pp. 201-04.

¹⁰ TNA, SC6/116/2 (the membranes unnumbered).

¹¹ SA, 6000/19362, 19363 (the latter dated 11 Eliz.). The rentals also encompassed land in Edgmond and Church Aston.

freehold. The suit roll for 1642 names seven freeholders: that for 1637 implies nine. It should be noted that the burgesses were not treated as freeholders of the manor.

None of the extents give any hint that the lord of the undivided manor had a house or demesne at Newport (but they had both at Edgmond). They do reflect the way that manor had been hollowed out by successive grants to the burgesses (as we shall describe later). After the disappearance of the mill, the chief income from the manor came from the chief rents and the tolls. The free rents from the burgesses are helpfully untangled in a pair of mid-eighteenth century memoranda. Between them the two lords received between them £1 0s. 0d. for the Great Marsh, 4s. 0d. for the Little Marsh and 3s. 0d. for the Boothhall. This made £1 7s. 0d. Earl Gower received half of this sum, 13s. 6d. The earl of Shrewsbury also received a free rent of 10s. 0d. for the wayleave for the town's water pipes, but he was liable to pay a free rent of 6s. 2d. to the burgesses arising out of Salter's Hall. When the latter was taken into account, the rent owed was 17s. 4d. so the total due to the two lords by the burgesses was 30s. 10d. At the time this computation was made, the free rents were 11 years in arrears.¹²

Other than the free rents, the Leveson's other financial interest in the manor were the market tolls and the mill. The tolls were leased for £5 6s. 8d. before the civil war, £2 10s. 0d. in 1645, £3 in 1704 but £10 in 1729-30. The rent of the mill was given as £2 11s. 0d. in a pre-civil war rental, but in a rental of 1645 no rent is shown and it seems likely that by this time the mill had been abandoned. Later rentals make no mention of it.¹³

The only rental for the Talbot share of the manor comes from Hill's survey of c. 1682. If we distinguish the manorial rights from the purchases which had been made relatively recently, then we find that the inherited manorial assets amounted to a moiety of the corn toll, valued at £10; the value of the small tolls (on eggs, vegetables, fruit) and the rents of the market standings (£2); the profits of the fairs (£5) and the right to four beastgates in Newport Marsh (£1 6s. 8d.). There were then two fee farm rents paid by the burgesses: the 'chief rent' for the town of 13s. 6d. (which is half the rents totalling £1 7s. 0d.) and the rent for the town's water supply of 10s. 0d. The Talbots also had a few copyholds in the town which paid trivial sums, including a message on the mill dam and the Pheasant, but these were treated as copyholds of the manor of Church Aston.¹⁴

¹² MTM 3/1, 2: the former appears to be from the mid-1743-5 given the reference to Mr Widdington but the two are closely connected. It was argued that as the Booth Hall had been sold, the burgesses no longer liable for this sum.

¹³ SA 6000/19352 (undated but after 1625); Staffs RO D593/G/4/1/24 (1645); WSL 356/40, p. 33 (1704) and D593/G/4/1/4 (1717).

¹⁴ Hoyle (ed.), *Estates of Thomas Talbot*, pp. 4, 11.

The later history of the free rents is puzzling. In 1860 it was agreed that a free rent of 18s. 4d. should be charged on two of the closes of the Marsh rather than generally on the whole area. The conveyance of the manorial rights from the earl of Sutherland to C. W. S. Dixon in 1920 included the same rent of 18s. 4d. paid by the Marsh and Town Trustees but also rents of 3s. 1d. and 1s. 0d. paid out of fields out of the Little Marsh or Calvercroft and Waterpieces situate on Vineyard Road.¹⁵ It is hard to reconcile these figures with the earlier figures.

Given the disappearance of the mill and the lowering of the water in the mill pond (as we will describe) it comes as no surprise that the fishery also disappears. It still paid a rent in the Talbot surveys of c. 1570 cited before, but it had disappeared by the time of the Hill survey made about a century later. A deponent in the litigation over the ownership of the drained mill pond c. 1720 could recall one Robert Beddow looking after the pond for the lords and supplying them with fish, but this was not a recent state of affairs but was rather at the edge of recollection.¹⁶

Manorial court

The survival of court rolls is poor. There is a sole medieval court roll extant for 1336.¹⁷ There are mid-sixteenth century rolls for 1542, 1550 and 1552.¹⁸ The next is for the spring court of 1593, then six courts held between 1602 and 1607. There is then a hiatus between 1607 and 1630, but we then have a broken run of courts running to 1642.¹⁹ The rolls start again in 1647 and run to 1653 after which no more are known to survive until one of 1812.²⁰ This is a reflection of survival rather than an indication that the court met irregularly. We know that it was still being held as late as 1827.²¹ There are no notices for the holding of the court in the mid-nineteenth century newspapers so it may have lapsed by then.

The early modern court was held twice yearly (in October and April or May) in the names of the joint manorial lords. The sixteenth- and seventeenth-century court styled itself as a View of Frankpledge and for three years there are suit rolls (lists of inhabitants liable to attend the court).²² The manor had no copyhold which partly explains the small profits it

¹⁵ SA, 6000/19371, 19372.

¹⁶ Staffs RO, D1798/617/31.

¹⁷ Everard (ed.), *Early Records of Newport*, pp.

¹⁸ Everard (ed.), *Early Records of Newport*, prints the 1336 roll and those for 1541-1, 1550 and 1552, pp. 189-200.

¹⁹ SA, 6000/19299 - 19345. 6000/19346 a-v are transcripts.

²⁰ Refs; Staffs RO, D593/J/1/4, m. 6.

²¹ SA, 972/3/2/1.

²² SA, 6000/19437 (1637); 19438 (1642) and 19439 (1665).

generated: hence no property transactions are recorded and the business of the court was largely leet business.

The court in the 1590s, the years after 1602 and then in the 1630s was plainly active. The court appointed constables and alesters: the former presented a variety of minor offences but chiefly affrays. The jury made its own presentments. It also laid pains against nuisances. In 1593 the court laid pains for the management of the Marsh but seems not to have been active in this way in the 1630s. In this decade it also laid orders to prevent town fires, requiring the rebuilding of chimneys judged dangerous. In 1636 it ordered the inhabitants not to heat their ovens after seven o'clock at night 'for fear of endangering the neighbourhood by fire'.²³ In 1652 it ordered householders to keep leather buckets against the event of fire. At all times but especially in the early 1630s it showed a hostility towards inmates. Other than general pains against keeping inmates, the owners of houses were ordered to remove named individuals (and their families). In April 1632 it instructed the constables, churchwardens and overseers to make a monthly survey of inmates and to take sureties for any new arrivals.²⁴

The activity revealed by the 1812 court roll shows the court to be a faded reflection of its former self. The court continued to appoint constables and to an office called the Headborough. The court ordered the constables to supply this man with a waistcoat and breeches at their expense: he may therefore have been a town crier. The practice of laying pains against nuisances continued, but other than these elements of business, the court was fairly moribund.

Until Earl Gower bought the Earl of Shrewsbury's share in 1828, the manor was divided between two joint manorial lords, the Talbots of Grafton in Worcestershire, who inherited the title of the Earls of Shrewsbury, a cadet branch of whom lived at Longford from c. 1660 until 1743, and the Levesons, later Leveson-Gower and Earls of Sutherland who lived at Lillishall. How far they maintained a manorial discipline over the town or even how far they were involved in the town's affairs is not clear. The Talbots were for long periods absentees from Longford. The depositions taken in 1634 admit that they had taken their eyes off the manor. In the years when Longford had been used a jointure estate, it was reported that Jerome Roan or Roane, the second husband of the widow of John Talbot Esq., flatly

²³ Chimneys, courts held 6000// 19308 (court held 21 Apr. 1631), /19309 (court held 10 Oct. 1631); ovens /19309 (court held 10 Oct. 1631); buckets /19343 (court held 21 Oct. 1652).

²⁴ 6000/19310 (ct 20 April 1632). They were prosecuted for their failure to do this in the court of 9 Apr. 1635 (6000/19311).

refused to spend his own money on the defence of the Talbot's rights.²⁵ A cadet branch of the family were resident at Longford from the 1660s to (probably) the early 1740s. Thomas Talbot rebuilt the Butter cross in Newport as a gift to the town after the fire of 1665. There is no similar Leveson contribution to the town's civic fabric. It is possible that both families kept their distance because they were suspicious of and hostile to what they regarded as the pretensions of the burgesses.

This may have allowed the burgesses a larger role in the town that they might otherwise have possessed, but there are signs that the lords, either individually or jointly, intermittently tried to reduce the burgesses' authority. Their campaigns tended to question the burgesses' corporate status, a doubt expressed repeatedly from the mid-sixteenth century onwards. These conflicts are treated subsequently. But much of their complaint appears to have been based not on historic fact but assumptions about what the powers of the manorial lord should be, and what their rights in the manor ought to be. As the likely profits of a successful suit were not great, the lord's claims over the burgesses and the town seem never to have been tested in the courts. The burgesses themselves seem to have had little corporate sense of their history and were certainly unable to marshal it in their defence. Hence there were intermittent conflicts as the lords, apparently unaware (or deliberately ignorant) of the earlier grants to the burgesses, tried to establish claims over land which the burgesses occupied. These fall into three categories: ownership of the wastes of the manor, market rights and the proprietorship of the Mill Pond.

(a) Wastes

The Audleys, as lords of the manor, made a succession of grants to the burgesses. Certainly they granted them the Great and Little Marsh and the lanes and paths within Norbroom.²⁶ Whether they also granted the wastes and the soil within the town is less clear. At the end of the thirteenth century they made a grant of the waste in the town for what might have been the erection of the market house showing that at that time they, and not the burgesses, exercised the ownership of the waste.²⁷ By the end of the sixteenth century all the waste of the manor was claimed by the burgesses who made grants of it in fee farm.²⁸ In 1632, in what may have been an attempt to exercise a greater discipline over the manor, one or other of the

²⁵ C22/405/27, dep. Francis Laight, ans. 7; dep. John Cherrington, ans. 9-10.

²⁶ Everard, *Early Records*, no. 19.

²⁷ Everard, *Early Records*, no. 13 (undated but of 1282 x 1299).

²⁸ Below, pp.

lords prepared a presentment of the barns and other buildings built on what the lords claimed was waste and made an allegation that an unlicensed cellar had been made under a building near the market cross.²⁹ These claims formed the basis of a defensive suit in Chancery brought by the burgesses in 1633-4 which was never brought to a conclusion so the issues it raised were never tried.³⁰

It was therefore possible in 1683 for much the same questions about the burgesses' rights to be put to counsel by the lords although we do not know that they attempted to make anything of their claims at that time.³¹ As late as 1838-9 the Leveson-Gower estates were harrassing the Marsh and Town Trustees claiming that they, and not the Trustees, had the right to levy fees for hurdles erected on Market Day under the Town Hall.³²

(b) Market rights

The earliest evidence for conflicts over market rights comes from an undated memorandum, 'The griefs of the Burgesses of Newport', probably of late sixteenth- or early seventeenth-century date.³³ This records the complaints made by the burgesses and the answers of the lord's counsel and officers. The first point was that the burgesses claimed their charters exonerated them from the payment of piccage and stallage.³⁴ The officers countered by saying that they were not empowered to interfere with the lord's inheritance but that his officers would take no more than was customary. The second was that the corporation – the word is used – had time out of mind appointed a market official called the Bellman, but the lord now claimed to right to do so and had appointed one Staunton, who took tolls contrary to custom. The officers again indicated that they would not interfere, but argued that the lord would not support Staunton if he took tolls contrary to custom. A third grief was that the lord's officers were demanding tolls for small goods – apples and onions are mentioned – together with bread. They were taking tolls on oats for which the inhabitants had traditionally compounded with a payment of 2*d.* a year. Fourth the lord's officers were charging rents for shops let on market days for strangers to sell their wares from: the officers claimed a right to charge foreign butchers 16*d.* a year and burgesses 8*d.* for access to the market.

²⁹ SA, 6000/19361.

³⁰ TNA, C2/CHASI/N28/53.

³¹ SA, 6000/19368.

³² SA, NTM/1/1, pp. 44-5, 65.

³³ BL, Add. Ms 46458 fo. 95r-96v.

³⁴ Piccage is defined in later texts as a payment for breaking the lord's ground to erect a stall; stallage the payment for the stall.

Whilst the lord's officers were at pains to say that nothing new was being done, the impression is that there was an attempt to raise the profit of the market by the imposition of new tolls. This was what the burgesses expounded in a Chancery suit of 1633-4 they claimed that historically there had been no tolls, and that the only charge on the vendors at the market had been a voluntary levy of corn to pay a man called Wolffe to keep the streets clean. But the lords had progressively levied tolls on people coming to the market to the point where they were now driving business away. The truth of these recollections is far from certain – they were not tested by the deponents – and they were of course denied by the lords.

(c) The ownership of the mill pond

The mill pond at Newport was held back by a substantial earthen or stone embankment along the top of which passed the road from Chester to London. It seems that the responsibility for the maintenance of this structure lay with the lords. The mill pond itself was a substantial area of water, measured by William Hill at 12a 1r 10p in 1682.³⁵ But this was only the extent of the pond in Newport. It was actually much larger than this: in 1740 John Talbot of Longford claimed that the drained pond extended to 90 acres and listed in detail the owners of the exposed land.

The physical form of the dam is considered in Section 00. The mill it served appears to have been abandoned by the mid-seventeenth century and the structures which controlled the flow of water to it dismantled. A summary of the evidence given in a law suit brought by the joint lords of c. 1720, describes how the water gates were allowed to decay and the level of the pond lowered.³⁶ It became shallow enough for men to ride over the pond or to drive a team of horses through. On two occasions though the lords repaired the floodgates and recreated the pond to prove their possession of the land it covered. About 30 years before the pond had been allowed to stand for a whole winter. Later, about 14 years before the suit, the sluices had been repaired and the pond recreated before the floodgates were taken away by unknown persons. The floodgates raised the pond by 16 inches of water although it is not clear whether this was full height of the water when the mill was in use.

When the floodgates were removed, a great deal of land was exposed. The owners of the fields adjoining the pond had built banks to keep the pond off their land but as the pond drained, they took the newly-exposed land to be their own and mowed it. They refused to pay

³⁵ Hoyle (ed.), *Talbot Surveys*, p. 00. it is possible that the map does not show the Mill Pond at its fullest extent.

³⁶ For the following Staffs RO, D1798/617/31.

rent to the lords for this newly-dry land. The previous May a new floodgate had been made and the pond refilled to see how far the water extended. Posts were then put in the ground to mark the extent of the pond and establish how much land the adjacent owners had encroached. The pond was then allowed to drain again. The occupiers of the land continued to refuse to pay for the newly-dry land and Gower and Talbot brought an ejectment against them to demonstrate their title.

The second suit was in Chancery in 1740.³⁷ There is only a bill (but in two versions) and it is likely that the suit did not proceed beyond this stage. The bill explains how the joint lords decided to drain the pond by breaching the mill dam. A channel was driven through the newly-exposed land to contain the river Strine. Posts were driven into the ground to mark boundary between the land of the proprietors adjoining the pond and the drained pond. (It is not clear whether this is the episode mentioned before.) This was said to have been about twenty years before the bill was submitted. Talbot was unable to persuade Lord Gower to enclose the exposed land. It was initially used as a common: in time the posts or stakes had all been removed and the owners of the contiguous land laid claim to all the land running from their property to the channel containing the Strine. Talbot was plainly unhappy about this situation and blamed Gower for allowing it to come about. He therefore brought a bill in Chancery as one of the joint lords to recover the land from its occupiers. The bill identified 18 parcels of newly-dry land totalling 78 acres. A further 12 acres was also used as common. It is doubtful whether Talbot recovered any of the land.

The dispute over the ownership of the land exposed by the draining of the mill pond was resolved, in part at least, by the grant of some of the exposed land to the town in 1749. The joint lords granted land called The Strine or Newport Pool, formerly covered with water, and a parcel called the Flaggs to the steward of the Burgesses and other figures. In return they undertook to maintain the stone bridge or mill dam. Any surplus funds from the endowment were to be devoted to the repair of the streets or the market house or town hall. The property was then further conveyed to trustees who became known as The Bridge Trustees.³⁸ In this way the lords were relieved of the cost of maintaining the bridge by assigning land which they claimed but of which they may not have been able to secure possession.

³⁷ C11/2294/67.

³⁸ SA, 6000/19376-7: below, section on the Bridge Trust. The conveyances do not give acreage.