

Appendix 1 From a writer in the Gentleman Magazine 1758

“This river being justly esteemed the second in Britain is of great importance on account of its trade, being navigated by vessels of large burden more than 160 miles from the sea without the assistance of any lock, upwards of 100,000 tons of coal are annually shipped from the collieries about Brosley and Madeley to the towns and cities situated on its bank and from thence into the adjacent countries; also great quantities of grain, pig and bar iron manufacturers and earthen wares as well as wool, hops, cyder and provisions are constantly exported to Bristol and other places whence merchants, goods etc. are brought in return. The freight from Shrewsbury to Bristol is about 10 shillings per ton, and from Bristol to Shrewsbury 15 shillings; the rates to the intermediate towns being in proportion.

This traffic is carried on with vessels of two sorts; the lesser kind are called barges and frigates being from 40 to 60 feet in length having a single mast and square sail and carry from 20 to 40 tons; the trows or larger vessels are from 40 to 80 tons; these have a main and a top mast of about 80 feet high with square sails and some have mizzen masts; they are generally from 16 to 20 feet wide and 60 feet in length being when new and completely rigged about £300.

Their number being greatly increased of late I caused in May 1756 an exact list to be taken of all barges and trows upon the River Severn whereby the increase or diminution of its trade may be estimated in future times.

Belonging to	Owners	Vessels
Welchpool and Pool – stake	4	7
Shrewsbury	10	19
Cound and Buildwas	3	7
Madeley Wood	21	39
Benthall	8	13
Broseley	55	87
Bridgnorth	47	75
Between it and Bewdley	8	10
Bewdley	18	47
Between it and Worcester	7	13
Worcester	6	21
Between it and Upton	2	2
Upton	5	5
Tewkesbury	8	18
Evesham upon Avon	1	2
The Haire	3	4
Gloucester	4	7

Appendix 2 Bridge near Tan House

“There is a bridge over the brook and the bridge (some years past) was out of repaire, and the parishioners of Baschurch parish did require the parish of Myddle to repaire the one half of this bridge alleging that Thomas Acherley of Marton had formerly done so. Rowland Hunt of Boreatton, esq., being a justice of the peace and living in Baschurch parish was very sharp upon the inhabitants of Myddle parish because they refused to repair half the bridge. But the paraishioners of Myddle answered that the brooke was whoaly in the parish of Baschurch and was the Hayment or fence of the men of Baschurch parish, between their lands and the lands in Myddle parish. And as to the objection, that Thomas Acherley ahd repaired the one half, they answered that Thomas Acherley had a considerable estate in lands in Baschurch parish, which hee held in his own hands at the time of repairing of the bridge, and that Thomas Acherley was then liable to work att the highways (with his teame and servants) in the parish of Baschurch; and the parishioners of Myddle were ready to prove, that by agreement between the surveyors of the high ways in Baschurch parish, and the said Thomas Acherley, hee was to repair half the bridge and to be excused for that year for working at the highways. The parishioners of Myddle desired that search might be made in the parish books of Baschurch concerning the repairs of this bridge, for there was nothing in the parish books of Myddle to that purpose, because Myddle had nothing to do with it.

Not many days after John Husbands, on of the surveyors of the parish of Baschurch, came to Myddle Church and there acquainted several of the inhabitants of the parish of Myddle (of which number I was one) that upon search of the parish books of Baschurch, it was found that Baschurch parish had formerly repaired the said bridge whoally; and he desired that the men of Marton would repair the causeway at the end of the Bridge next to Marton, and would lay a good stone at the end of the causeway for the end of the bridge to rent upon. This being done the surveyors of the highways of the parish of Baschurch provided and laid a broad stone flagge over the said brooke for a bridge which continues to this day”

Appendix 3 The Domesday Book of Shropshire Edited and Translated into English by Thomas Wright, 1865

In Basecherche Hundreds

Isdem Rainaldus tenet Mulleht. Seuwardus tenuit tempore regin Edwardi. Ibi vii hidae. In dominis est un carvea et vii boderii et presbyter et ii Francigen ae. Ibi salva x1 porcis incrassandis. Terra est xx Caruearum. Tempore regia Edwardi valebate vi libras, et post iiii libras, modo 1xx solidos.

The translation

In Baschurch Hundred

The same Rainald holds Middle. Seward held it in the time of King Edward. There are eight hides. In the demesne is 1 ox team and eight bordarii and a priest and two Frenchmen. There is a wood for fattening 40 swine. It is land of twenty ox teams. In the time of King Edward it was worth £6 and afterwards £4, now 70 shillings.

Appendix 4 Middle Leases 1740

John Lloyd

Richard Groome

Robert Morsaw

Milton Hunts

William Claton

John Gough

Samuel Wright

Thomas Atcherley senior

Elizabeth Onslow

Milton Gosling

Richard Lloyd

Margaret Holland widow

Alan Mulhonour

Gittens Parker

Allen Chattrnor Smith

Thomas Goddson

All had services to do.

Appendix 7

Mr Goore – Act of Balderton – no date Right of Commons

Balderton Hall and the premises and several other tenements purchased by the late Charles Mather now in one farm, was first let to Thomas Curaton, and now to William, his son. This estate owes no service of any kind except at the Court for Pimhill. Webscott Hall was owned by Mr. Price of Salop and Sleaf Hall was owned by Mr. Thomas Dickens of Aston. The present William said that neither Webscott nor Sleaf estates ever turned out on Balderton Green except last year when the Webscott tenant did so.

He also said that two fields in Myddle belonging to Mr Lloyd of Shrewsbury were sold off from the Balderton Estate and a few years ago John Davis, tenant to Mr Lloyd being very poor moved and turned out his cows on the green, and the late Mr J. Cureton sounded the cattle of Mr. Lloyd and caused them to be replaced. A suit commenced but it was dropped on the death of Mr Mather and the widow being the only tenant, for life, would not meddle in the affairs. Since then Mr. Cureton had forbidden people to turn out on the Common. Mr Cureton was driving the cattle to the Pound fold, but the tenant followed and asked if he could take his cattle home. Mr. Cureton agreed. He took the cattle home and never turned them out on the green again.

Cureton said that all Waifs and Strays found on the green both in his father's time and as long as he could remember were taken to Balderton Hall and for want of a claim the Bailiffs of Pimhill hundred were called. Both his father and himself had the right to cut and dig soil and clay for laying Barn floors and repairing buildings as often as the occasion required.

Randle Noden of Myddle born at Balderton was the servant of the late Thomas Cureton and during his time the Balderton people always turned out their sheep on the Green as well as Mr. Bickerton and others who then lived on the Houlston estate. Sleaf Hall and Webscott Hall never turned on the green in his time. Mr. Cureton took strayed sheep. He also took clay from the common for different uses.

George Cook of Myddle, Mason, went with his father to live at Balderton Hall as Tennant and then moved to the Mathers Estate and then to the Tylers Estate both in the village of Balderton. While he was there Mr Heath was the leasehold tenant of Houlston Estate and who afterwards sold it to Mr. Bayler who left it to Mr. Bickerton. Neither Heath nor Bickerton turned out upon Balderton Green and when Balderton people went to drive from the green, Randle Cook tenant at the Hall, being friendly with Mr. Bickerton on account of their religion, did whenever they went to drive from the green sent Mr. Bickerton to fetch his sheep from the common. Ralph Noden made some claim of turning upon the green but some Balderton people objected whereupon Cooke, tenant at Sleaf Hall and Brother to Randle Cook at Balderton encouraged Noden to turn sheep upon the green. Webscott Hall had never turned out on the green and never claimed to have any right. When they went to drive the Green, which was done only by people of Balderton, they drove it from the further most point towards Sleaf Hall.

William Dukes went to school at old Hindy House Whitteridge by Balderton Green and the people at the Whitterage fenced in the ground at the far end of the Common and Balderton men went and

threw the fence down and said that neither Whitterage, Houlston Estate, Sleaf Hall, Webscott Hall or any other Estate turned sheep on Balderton Green which was enjoyed by Balderton only.

Letter concerning right of common

London March 1707

Mr Duncombe, Liverpool

You say Lord Bradford has some farmers which border upon Middle Wood and have Egress and Regress over the common by this means pretend to have a right of Common. I desire to know if the farmers make use of their pretended rights and if they do it would be proper to consider what method to take, if they do not I will ask Bradford what he means.

I intend to keep cattle in the groves and if I can send some sheep with a charge I would have some.

Bridgewater

Letter concerning boundaries

October 14th 1707

Cozen Hatchet,

I have heard by one that lived when Haremeare was a pool (and by others) that there is land which belongs to the Earl of Bridgewater in Mr. Price's Well Leasow and that it went along the Strine Ditch from the Meare House to Bristle Bridge. It was broader at the south end than the Quab Meadows. There is some young trees that show the breadth at which place they say was a stew. The Earle's part goes narrower until it ends in nothing at the Prinspoole. It is reported that so much as the water did cover was the Earle's and that may be guessed at upon sight. But I believe the plow has gone too far in some places.

I am your very loving uncle

Rich Gough

(on the reverse side)

When my father first held Haremeare (and many years after) there was no hedge along Strine Ditch but the ditch was the heyment and Wm. Higginson (tenant at Webscott) did first set a hedge there.

Appendix 8

Case for appellant Duke of Bridgewater v Sir Francis Edwards Bart.

To be heard at the Bar of the House of Lords on Wednesday 27th February 1733.

Respondent's Case

Appellant, the Lord of the manor of Myddle at Easter in the 4th year of the reign of his Majesty exhibited a bill in His Majesty's Court of Exchequer at Westminster.

He was charged that as Lord of the Manor there was entitled to have and receive several rents from tenants, not only in the manor for the estates that were therein held but also out of the other estates in the townships of Alderton, Balderton and Webscott near the said manor and particularly the Appellant and his ancestors as Lord of the Manor had received and was entitled to a rent of seven shillings a year by the respondent and those under whom he doth claim for certain lands in the township of Houlston in the manor and the same was for several years paid by the tenant of the estate and particularly by James Fewtrell and his widow.

The appellant by his Bill asked that the Respondent may account for the arrears of the rent and that the Appellant's Right to the rent might be established and the respondent may discover what part of his lands were chargeable with the rent so as to distrain or otherwise recover the same at Law.

The Respondent puts his answer.

He did not know the Appellant had seized the manor of Myddle or that he received several rents and services thereof for estates held in the manor or out of the other estates in Alderton and Balderton but denied that the Appellant or his ancestors or those whose estate he has in Myddle have at any time to the Respondent's knowledge or belief received or been entitled to a yearly rent of seven shillings or any other rent paid yearly by the Respondent or his ancestors for any lands in Houlston and denied to his knowledge that the said rent of seven shillings or any other rent was ever paid by the respondent or his ancestors or by Fewtrell or any other person, or that any demand or application was made for arrears.

The respondent examined his evidences and writings but could find nothing whereby it appeared that any such rent was ever paid for the said lands to the Lord of the manor of Myddle.

If Fewtrell was ever the tenant of the Respondents land he does not know that he ever paid any rent for any lands belonging to the Respondent or that any such pretended payments were ever made by him with the knowledge of the Respondent or his ancestors.

After the respondent was served with the Process, he wrote a letter to the Appellant offering to determine this cause amicably by a reference but received no reply.

The Respondent admits that he is the owner of several pieces of land in Houlston but his answer he now insists that any of them are not held in the Manor of Myddle and that Fewtrell or his widow did not pay any rent to the appellant or those under whom he doth claim for these lands.

The Appellant as Lord of the Manor is in possession of the Court Rolls and other evidences concerning rents payable to the Lord of the Manor and may thereby distinguish at a Tryal at Law what lands are subject to pay the same.

5th July 1732 – This case came to be heard before the Lord Chief Baron Reynolds and the rest of the Barons of his Majesty's Court of Exchequer at Westminster where upon hearing the Counsels for the Appellant and Respondent they ordered that the Appellant's Bill should be dismissed as to the Respondent with Costs to be taxed by the Deputy Rembrancer of the said court.

From which decree the Appellant hath appealed and thereby prays in general that some may be reversed but the Respondent hopes the decree is just.

Tho. Lutwyche

N Fazakerley

The Appellant's Case

As Lord of the Manor he had received or been entitled to receive several small rents or services from the tenants of the manor, in particular a rent of seven shillings from the respondent and his ancestors or those whose estate he now has which rent is issued out of hand in Houlston (village or hamlet within the said manor) now belonging to the respondent. The rent has been neglected to be paid for several years and the respondent was applied to but he refused to pay.

Bill Exhibited in the Easter term 1731 at Westminster

It sets forth his title to the rent and said that it had been paid by the ancestors of the Respondent or tenant in particular James Fewtrell and Margaret his widow on behalf of the respondent or his ancestors.

The Appellant could not discover what part of the lands were chargeable with the rent so as to distrain or recover the same at Law. The Appellant made a discovery out of what land the said rent issued and also an account of the rent and the arrears and his right might be established by a decree of the court.

The Answer in Michaelmas 1731

The Respondent puts the answer and admits that the Appellant is Lord of the Manor and entitled to rent but denied that the Appellant to has knowledge received or was entitled to rent. The Respondent admits that he was the owner of lands in Houlston but denied that they were in the Manor of Myddle or that Fewtrell paid a rent.

Case heard 5th July 1732

The issue was examined and heard in the Court of Exchequer and without hearing any proofs in the cause were pleased to decree that the Appellants Bill should be dismissed with costs.

From the said decree that Appellant hath appealed to your lordships and hopes the same will be reverted for the following reasons:-

1. Chief rent over a period of time, it frequently becomes impossible to know out of what particular lands they issue which is necessary to be proved in a Court of Proceeding at Law for the Recovery of such rents; and therefore such a remedy is exceeding difficult and sometimes impracticable. For which reason there may not be a right without a remedy the Court of Equity have for a time exercised a Jurisdiction in Cases of this nature and have constantly where there has been proof of payment made within a reasonable time decreed a satisfaction of all arrears of such rents and a payment of the same in the future.
2. The appellant has by Bill suggested that he could not discover which part of the land was chargeable with rent and I have made a proof in the cause both by Witnesses and Ancient rentals that the rent has been constantly paid for many years by the tenants of the ancestors of the respondent and to the ancestors of the Appellant until 1710.

Objection

Proof of the said cause are not by the said decree recited to be read or to be entered as read.

Answer

The court did not dismiss the Appellants Bill upon a defect of proof but because in their opinion they had no jurisdiction and could not give any relief ever though his case was steadied by him in his Bill and, therefore, no proofs were read and it is the usual method of court not to permit any proof to be entered as read but what are actually read at the hearing.

J. Willes

D. Ryder.

Appendix 9

Purchases leading up to the exchange with the Duke

31st May 1800

An agreement between Lord Berwick and William Shingler the Younger of Sleaf Hall and Peter Shingler of Burlton. They gave £1750 to Lord Berwick for the farm and lands and hereditaments containing 81 acres lying in Houlston. The Lord Berwick gave it for their peaceful enjoyment, no restrictions.

3rd June 1807

William and Peter agree to share the farm they had bought at Houlston and Peter agreed to pay William £150 for the equality of the settlement.

To Peter Shingler	a r p	To William Shingler	a r p
Nearer Brandwood	9 0 27	Barn, Garden yard	2 31
Middle Brandwood	11 3 37	Barn yard	2 0 22
Lower Brandwood	7 1 7	Croft	2 0 24
Warwick field	12 1 10	Well croft	1 3 24
		Wheat field	10 0 11
		Nearest Coppice piece	11 3 23
		Farthest coppice piece	8 1 16
		Partridge meadow	3 0 0
	40 3 1		40 0 31

William Shingler purchased from the following people.

From Lord Berwick

The pieces mentioned 40a 0r 31p

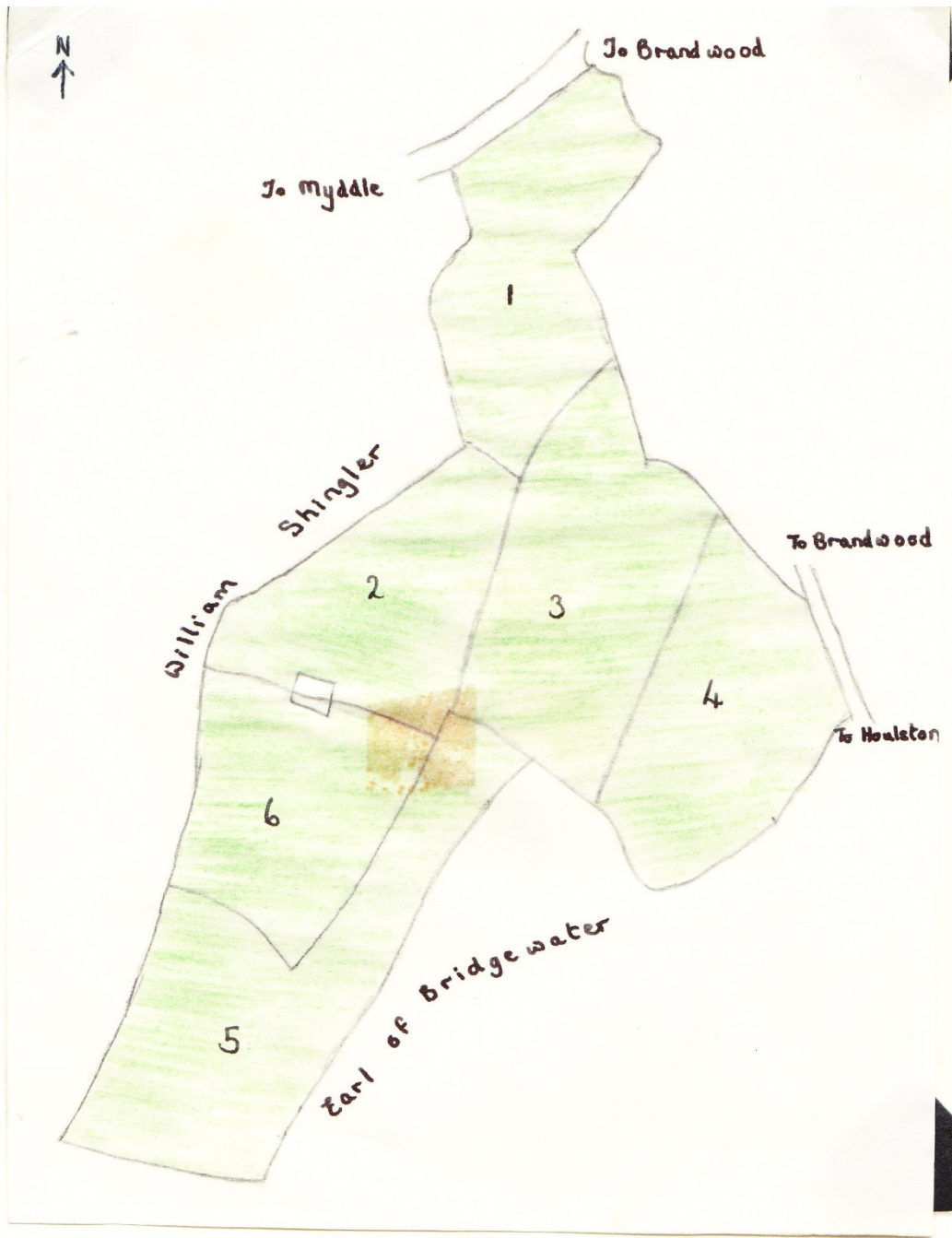
Right of Common 2.2.10

From Mr P Shingler (no money exchanged)

Warwick field 12a 1r 10p

Right of Common 1.1.24

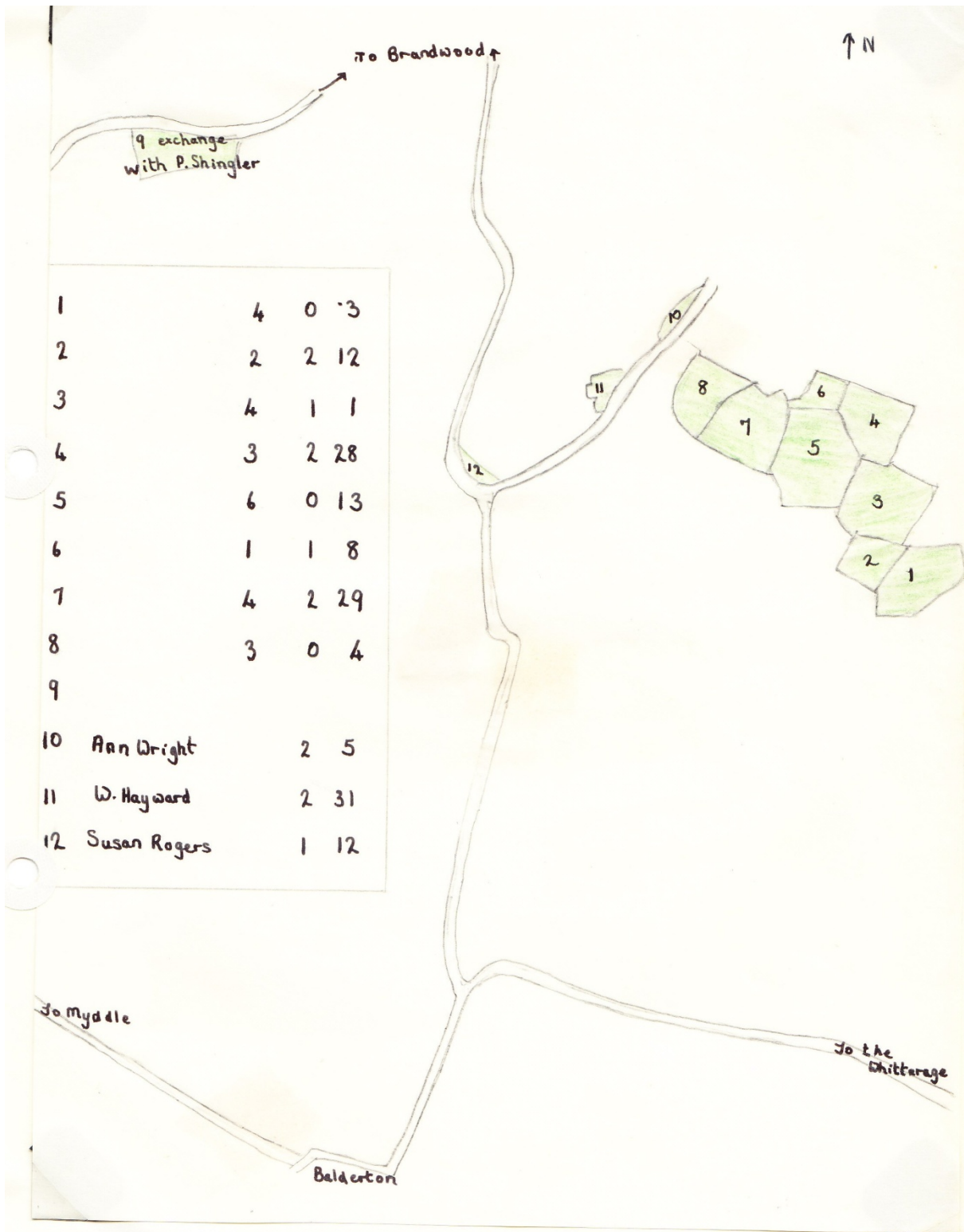
(exchanged for Longfield and Middlefield)



Lands in the township of Houlston owned by

Mr Lloyd

Fig a



Map and Survey of Land in the parish of Myddle belonging
to The Earl of Bridgewater

Fig b

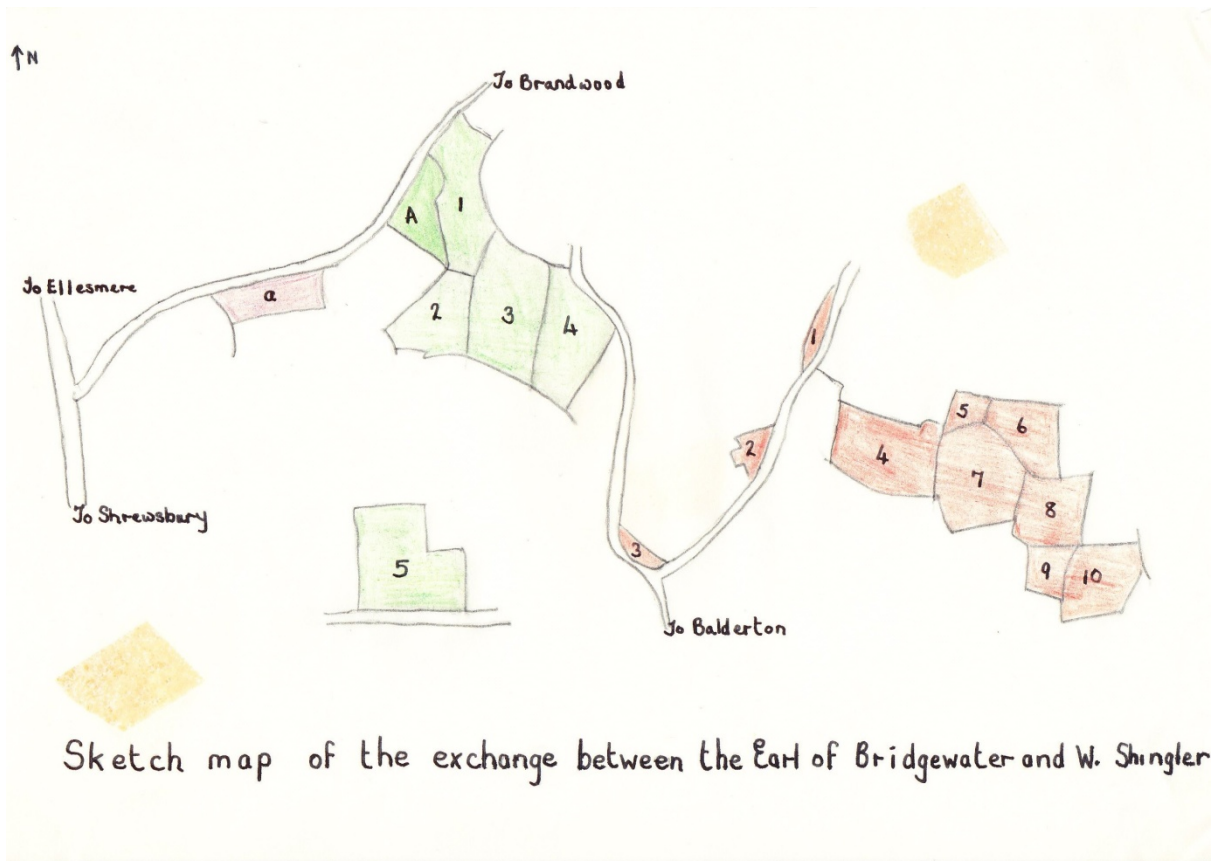


Fig c

From Mr Lloyd

Field adjoining the road from Middle to Brandwood
 Pasture
 Wheat field
 Field adjoining the road to Wootten

a	r	p
5	3	18
5	2	27
7	3	28
<u>6</u>	<u>0</u>	<u>15</u>
25	2	8

Longfield
 Middle field
 (see fig a)

8	2	3
5	2	26

From W. Jeffreys trustees

Seven pieces of land

64	1	36
----	---	----

Common right on Middlewood 1 3 7

Letter to Mr Asterley and Jeffrey, Solicitors, Shrewsbury from W. Shingler

15th August 1851

There are 8 fields and cottages late in the occupation of Mr. G. Price and his under tenant William Haward is now all in my occupation. One cottage was held by Susan Rogers, one by Harry Hayward and one by Ann Wright. I do not know the names of the fields. (see fig b)

Letter from J. Deighton with a map of land given in exchange between the Earl of Bridgewater and William Shingler. (see fig c)

By W. Clarke's directions I send to you, Mr. Asterley and Jeffrey, a sketch of lands given and received in exchange between the Earl of Bridgewater and W. Shingler.

From the Earl of Bridgewater to Peter Shingler 3a 2r 10p

From Peter Shingler to the Earl of Bridgewater 3a 2r 0p

William Shingler to the Earl of Bridgewater

1 Pasture	5 3 23
2 Oat Stubble	5 2 32
3 Wheat field	7 0 38
4 Road field	6 2 22
5 Allotment W. Wood	<u>5 3 12</u>

The Earl of Bridgewater to William Shingler

	a	r	p
1 Cottage and garden	0	2	32
2 cottage and garden		3	5
3 Cottage and garden		1	7
4 Near field	7	3	19
5 House and garden	1	1	8
6 Barley field	3	2	28
7 Middle field	6	0	13
8 Rye grass field	4	1	1
9 Meadow	2	2	12
10 Big field	4	0	3
	<u>31</u>	<u>2</u>	<u>8</u>

Appendix 10

1807 Act of Enclosure – provision for roadways

Public Carriage and drift Road of the breadth of 40 feet between ditches

- 5A 1. A road the breadth of 40 feet being at present a turnpike road from Ellesmere south east over Myddle Hill and then south west of Harmour Hill towards Shrewsbury.
- 2B 2. A road leading from the last road at the south corner of allotment 56 north east over Harmour Hill towards Wem.

The General Enclosure Act directed the repairs of roads of 30 feet between ditches

- 2C 1. A road leading from the west end of the village of Myddle north west over Myddlewood towards Marton.
- 2D 2. A road from the last road at the north corner of allotment 31 south west over Myddlewood towards Merrington and west towards Fenemere.
- 2E 3. From road 5A at the north corner of allotment 32, south west over Myddle Hill towards Myddle.
- 2F 4. From road 5A at the south east corner of allotment 32, north west and west over Myddle Hill towards Myddle.
- 2G 5. From road 5A at the west corner of allotment 59, north east over Harmour Hill toward Newton.

Roads of 24 feet between Ditches to be kept in repair as other roads in the parish

- 4H 1. Road leading from road F at the north east corner of allotment 33. South over Middle Hill and south east over Harmere Hill to the turnpike road from Ellesmere to Shrewsbury at the east corner of allotment 45.
- 2I 2. Road leading from the west corner of allotment 53 south east across road 2B over Harmour Hill towards Shotton.
- 2K 3. Road leading from Sleaf at the north end of allotment 63 south over Balderton Green towards Balderton.

Private Roads

(to be made and kept in repair by the owners of the lands which it leads to in proportion to the annual value)

- 3L 1. Road of 24 feet leading from 2K at the south corner of allotment 66 north west and east over Balderton Green to Elks Cottage.

2M 2. Road of 18 feet leading from road 2C at the north east corner of allotment 16 south east over Myddlewood to Allotment 23 and the old enclosures of the Earls of Bridgewater and Darlington.

2N 3. A bridle way of the breadth of 9 feet leading from road 4H at the north west corner of allotment 39 north east over Allotment 36 on Harmour Hill to road 5A opposite to road G.

Footpaths of 4 feet

(to be made and kept in repair by the owner of the allotment over which they go)

0 1. Footway leading from road 5A at the south west corner of allotment 59 east over the south end of the same allotment towards Yorton.

3P 2. A footway leading from Fennemere north east over allotment 21 and east over 23 and 25 to road 2C at the east corner of allotment 25.

2R 3. Two footways leading from Road 3P south west over allotment 23 to two tenements belonging to the Earl of Bridgewater

Public Watering Place

At the south east end of the village of Myddle.