

DERBYSHIRE MISCELLANY



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Front Cover: A map by Michael Drayton published in *Polyolbion or Chorographical Description of all the Tracts, Rivers, Mountains, Forests and other Parts of the Renowned Isle of Great Britain*, 1612, enlarged in 1622. Engraver: William Hole.

THE HOLDEN FAMILY OF ASTON HALL AND THEIR ARCHIVES: PART 1

(by Miriam Wood)

Introduction

Amongst the huge diversity of documentary resources for the history of this county held at the Derbyshire Record Office are to be found records of some of the major landowning families of Derbyshire, with such well-known names as FitzHerbert of Tissington, Gell, Gresley, Harpur Crewe or Vernon. It is not, however, only the greater families whose archives may be found at the Record Office, and this account of the records of the Holden family of Aston Hall, one of the lesser land-owning families, is a reminder that these, too, add to our understanding of the history of the county.¹

Although an estate with Aston Hall at its centre was undoubtedly medieval in origin, Aston Hall as a name does not appear in documents until the 17th century.² The Hall and its lands lay in the township of Aston upon Trent (to be abbreviated to Aston in this article), one of the two townships of the parish of Aston upon Trent – the other was Great Wilne and Shardlow (although Great Wilne was often known simply as Wilne as it will be here), the townships becoming separate parishes in the 19th century. References to Aston will normally be to the township or the later modern parish, unless it is indicated that the whole of the ancient parish is intended.

The Holdens owned Aston Hall for 250 years, but at the beginning of the 17th century probably owned only a small amount of land in Wilne and none in Aston township.³ From their records we can track the rise of this family: from the 16th century husbandman to yeoman to gentleman and then to esquire in about a century, as well as the slow growth of a modest estate, described as 1,561 acres, mostly in Aston, when it was dismembered in 1924 some 26 years after it had passed out of the Holden family's possession.⁴

Those same records give some, if scant, evidence of how this was achieved, a great deal of information on the history of land ownership in Aston and, from a wider perspective, something of the economic and social history of South-East Derbyshire.

The Holden family's records span the years 1215-1898 as they include deeds about the properties the family acquired before, very occasionally long before, the properties were bought by them. The majority of their records, some three fifths of them, consist of title deeds and it is from these that much can be learned about the other families who owned some land in the township/parish and how they fared (often not well) in the long run. Finally, when the estate broke up, some 26 years after it had passed out of the hands of the Holden family, the sale catalogue gives us a detailed description of Aston Hall, and an account of most of the village of Aston and of the farms of the estate including the farm houses.⁴

The first part of this article (below) looks at the development of the estate beginning with Henry Houlden in the late 16th century, the significant purchases of his son Robert in the 17th century and Robert's grandson (also Robert) in the mid-18th century. It ends with the estate left by the Reverend Charles Holden in 1821. In the next issue, part 2 will explore the expansion of the estate after 1833 and the variety of other documents that can be found amongst the Holden family archive.

Henry Houlden (1548-1610)

The first reference in the family archive to a member of the Holden family is to Henry Houlden of Wilne husbandman (the name was usually spelt with a 'u' at this time). In 1569, when he already tenanted a farm in Wilne (that is, Great Wilne then in the parish of Aston) he leased it for a further period together with another, smaller farm, in the same place.⁵ There is no further information about him in the family's archive. However, we know from other sources that his second wife was Alice Wilmot daughter of Robert Wilmot esquire of Derby and Spondon, a marriage which perhaps shows that Henry was becoming a man of some consequence. From his will dated in 1609 (again, not in these records) we learn that he left the substantial sum of £100 to each of his six children.³ It is also from his will, proved in 1610, in which he describes himself as a yeoman, we learn that he owned some property in Wilne.

Robert Holden I (1594-1660)

Henry's eldest son John does not appear often in the Holden archive. He was involved with Henry's second son Robert when the latter is first encountered leasing a small farm in Wilne in 1617. Both were called yeoman. Henry also leased a pasture in Weston along with Robert in 1621 and 1623. Thereafter, John is

rarely mentioned. In 1621 and 1625, Robert leased pastures in the manor of Weston, no doubt made possible for him as he had his father's bequest to use.⁶ Later, however, he is found buying lands costing larger sums. He bought a house, lands and rents at Mapperley and Broxtowe for a total of £691 in 1631 and 1632⁷ and 27 acres of meadow and pasture at Osmaston by Derby for £660 in 1635.⁸ These deeds generally described him as a yeoman, but by 1639 (in some of the later deeds of this property) he describes himself as gentleman. We begin to have a picture of an enterprising and successful man and even if he borrowed in order to buy, he could scarcely have done so if his credit had been poor. What is not evident is how he was making his money. The nature of his purchases gives us a clue, for they consisted of pasture land, though his lease of the small Wilne farm would have been chiefly arable.

In 1647 and 1648, Robert made his greatest investments in property, but there is little information as to how this was possible for him. In 1647, he paid £1400 for a lease of the manor (lordship) of Weston and the manor house and about 200 acres of land, largely pastures.⁹ Then, early in 1648, he bought Aston Hall and its estate for a total of £640, a purchase finally completed in June 1648 (probably no more than about 140 acres by this time, though it had once been perhaps twice this size).¹⁰ This was followed by spending £3,436 to buy the freehold of the property he had leased in 1647, together with much additional land in Weston, Aston, Wilne and Shardlow, all lands of the manor.¹¹ His last purchase in 1648, was of the advowsons of Aston and Weston for £300.¹² He may have bought about 800 acres of land, although it is difficult to be precise, and had spent about £5,800 in these 2 years. In 1649, Robert, whose farm had been in Shardlow, moved into Aston Hall and it remained in his descendants' possession for another 249 years.¹³

Only a few papers give some idea of how he had made so much money but those there are seem to show that his wealth came from cattle dealing.¹⁴ Perhaps he dealt in other livestock too, but the only references in such papers as we have are to cattle. The most informative, near the end of his life, is a release dated 1658 by William Storke of Canewdon in Essex to Robert Houlden of Aston gent. of 53 oxen and runts (a small breed of cattle) bought by Storke from Houlden at the last Waltham Abbey Fair to the value of £285, but which he has failed to pay in London as promised.¹⁵

It is probably of interest in the context of his cattle business, that Robert married his elder daughter Mary to John son of Henry Buxton gentleman and Jane of Alport.¹⁶ It was a very good marriage for both John and Mary. The marriage settlement shows Mary had the large dowry of £1,000 whilst John's father Henry owned the manor of Youlgreave, lead mines, the office of barmaster, half of the tithes of wool and lambs of Youlgreave, as well as houses and lands. Alport was not, however, near to Aston where Robert then lived, and not an obvious place to find a husband for his daughter, but perhaps a clue to the connection may be found in a letter from John Buxton possibly dated around 1661 (after Robert's death).

It was addressed to '*Brother*', certifying that the writer has received of his mother Houlden (that is, his mother-in-law) £41 8s all that is due to him for 12 heifers at the rate of £3 9s a heifer. It is endorsed Brother Buxton's receipt for 12 '*heff*' I bought of him in 1661.¹⁷ This and a few other papers in the family's records dated after Robert's death, show that his sons continued the business for a few years after 1660, though exactly how long for is not known. Mary's marriage and this letter suggest that the family had bought cattle from Youlgreave (and no doubt elsewhere) before for fattening in richer pastures and sale in fairs around the country, for instance Waltham Abbey. References are also made to the Market Harborough, Uttoxeter and Northampton Fairs in 1662 as well as to other places.¹⁸

In addition to William Storke's non-payment of purchase money for cattle in London, there is also evidence in a few other papers of another aspect of the family's business showing how London played a part in it. There were no banks at this time in England so Thomas Wandell a relative and John Porter an acquaintance from Aston, who were both settled in London as merchants, received and made payments on behalf of the Holdens.¹⁹ The family also bought cloth and clothing there between 1658 and 1664.²⁰ London was already the financial centre of the country and there is evidence in these papers of Holden relatives living in London in the 1660s and who appear to have been established there for some time.²¹

The family's records show that Robert did not hold on to quite all of the property he had bought – it is possible that he had overstretched his resources and credit. The cost of litigation with his cousin Nicholas Wilmot who had bought the major part of the Weston manor lands, in a dispute about the title to some of the manorial property, only finally settled years later, must have weighed heavily. A farm at Aston was sold as early as 1648,²² and the farm which Robert had lived in at Shardlow and a small farm (though without a house) at Wilne were sold, together with some other land there, all in 1656.²³ In addition, in the final disposal of his

I do hereby certify that William Storke of Warrington of the County of Lancashire
 did buy fifty three oxen and runts of Robert Houlden
 of Aston by on west in the County of Derby
 of the said William Storke who failed
 payment of the said some at London
 the said Robert Houlden do hereby
 remise for ever release the said fifty
 three oxen and runts unto the said Robert
 Houlden his heirs and assigns for ever
 by these presents do witness my hand this
 sixth day of May one thousand six hundred
 fifty eight 1658:

witness for of: William Storke

Ben. Gatty
 Sam. Houlden
 The Curator

Release from William Storke to Robert Houlden of 53 oxen and runts which Storke had bought from Houlden but failed to pay for, 6th May 1658 (Ref: DRO, D779/E/2/35).

estate Robert made no attempt to hold it together by granting it all to his eldest surviving son. He seems to have wanted to provide land for more than one of his sons, perhaps even having ambitions to found two landowning families, one at Weston Hall and the other at Aston Hall.

Weston Hall and some of its lands were settled on his eldest surviving son Henry on his marriage in 1651, together with property at Mapperley and Osmaston.²⁴ The Aston Hall estate (perhaps about 140 acres) went to Robert's second surviving son Samuel, on his parents' deaths, though by 1664 there is evidence of Samuel owning some lands his father had bought in Aston and Weston other than those which were part of the Aston Hall estate – his mother at that time was still in possession of Aston Hall, in any case.²⁵ Whether his father had left him some property other than an interest in the Aston estate we do not know, but his brother Henry was obviously very hurt by his father's disposition of his property, as a memorandum he wrote after the latter's death in 1660 shows.²⁶

Amongst more specific complaints about money, Henry writes that he is the elder brother and it is not unknown that he has added as much to the estate as the rest. It is hard he says that the younger should go away with the greatest part. The further land, perhaps as much as 200 acres in Weston, which Henry desired, he had to buy (for the considerable sum of £687), as Robert had intended it should be sold to pay his debts.²⁷ After

Henry's death in 1667 his widow, Dorothy, had difficulty in clearing his debts and the Weston Hall estate was eventually sold in 1683 (though this information is not in the Holdens' archives).²⁸

It was therefore Samuel and his descendants at Aston Hall rather than Henry and his family at Weston who were to be Robert's true successors. As to Robert's remaining property, the farm at Wilne, long ago leased to his father, Henry Houlden, and purchased by Robert with his other Weston manor lands, became the property of another son John, possibly settled on him by his father, although this is uncertain.²⁹ The youngest son, Edward, became Rector of Weston in 1678 and held the Rectory of Aston too from 1681 – the advowsons of which Robert had bought in 1648 (see above).³ Robert's



Weston Hall in 1991 (Maxwell Craven collection)

borrowings were gradually paid off, but it took some years for this to be achieved.³⁰ Robert was, it would appear, in some, though not desperate, financial difficulties when he died in 1660. What we cannot know, however, is whether Robert's borrowings near the end of his life were a normal part of his business, rather than signs of financial distress.

A note on mediaeval and 16th century documents in the Holden archive

Robert Holden acquired many deeds for his purchases in Aston and Weston, the earliest of which go back to the 13th century – those relating to Aston beginning with an undated (probably late 13th century) gift from William son of Henry to William son of Simon a smith of Aston on his marriage to 'Agnes' the first-named William's daughter.³¹ It is an extraordinarily detailed description of the land involved and includes one portion of William son of Henry's toft together with a house (also called a barn), with details of its size and boundary. It includes a number of field names and names of other landholders in Aston. There are further deeds involving this family in the 13th century and other later deeds which mention William 'lo smeyth', Robert 'le Smyth' and Hugh 'le Smyth' and another one in 1362 naming Robert Smyth, suggesting that the occupation had evolved into a surname. As the Smyths disappear, a family named Tykhull/Tikhill (and other spellings) becomes important in Aston and although we may speculate that a marriage is involved there is little to connect the families.³²

The Aston deeds not only give us some information about the history of the estate but also about the history of the manor of Shardlow, although it never came into the hands of the Holden family. Both were owned by the Tikhill family from the late 14th or early 15th century. In 1513 they were sold by Thomas Tikhill of Aston gentleman to John Hunt gentleman, who rather surprisingly was described as of Overton in Ashover.³³ The manor, however, disappears from the Holdens' records in the 16th century (in fact, it was sold in 1593 but the evidence of this is elsewhere).³⁴ A number of deeds also relate to the Hunts and their scattered lands (including Aston lands) from the 14th to the 17th century.³⁵

There are fewer early documents referring to Weston manor, no doubt because it did not change hands as the Aston property did, having remained in the ownership of the Abbey of Chester from the late 11th century until the dissolution of the monasteries. They do, however, include a royal charter of 1215 freeing the Abbot and the monks from, amongst other things, demands of the sheriff whilst granting them free court of all pleas and suits arising in their lands and the grant in 1270 of a market at Aston on Tuesday each week and an annual fair from 31 July to 2 August.³⁶

Most interesting, however, is a settlement of the disputes between the Earl of Lincoln and the Abbot and convent of Chester concerning lands of the Earl in Castle Donington on the Leicestershire side of the river Trent and the Abbey's lands in the manor of Weston and the hamlets of Shardlow and Wilne on the other side of the river in Derbyshire.³⁷ It agrees on the sharing of the profit from the barge and boat of the Earl crossing the river and of the cost of new building and repair of the boats and barges, with much detail as to the ways each may use with their horses, carts and wagons. Dated 1310 (by modern dating), it almost certainly refers to the precursor of what was later known as Wilden Ferry, which operated near the present site of Cavendish Bridge, the building of which in the 18th century brought about the demise of the Ferry.

Deeds made in 1538, just as the dissolution of the greater monasteries was beginning, show how the manor was run by Chester Abbey.³⁸ The manor house and its demesnes (the farm lands which were held with the house) were leased out by the Abbot to a layman who acted also as the bailiff for the manor and its lands in Weston, Aston, Wilne and Shardlow. In 1546 Sir William Paget bought the manor and continued much the same system.³⁹ The leases tell us a great deal both of what was expected of the lessee (mostly members of the Eyre family) and of the obligations of the Abbey and the later Paget owners. The lessee, for instance, would provide for the lord's steward and his servants when they came, no more than twice a year, to hold the great courts of the manor. Clauses setting out responsibility for payment for repairs to the manor house are also included, incidentally telling us something of the old building, long since demolished.

Robert's final years, 1648-1660

The deeds in the Holden papers do not only tell the story of this family and sometimes the history of the properties they bought, but also give information on the history of landholding in Aston, Shardlow and Wilne. Whereas the demesnes of Weston manor had been leased to men of substance, the farms into which the remaining land was divided had been let to lesser men, yeomen or husbandmen, and the manor's break-up in the mid-17th century led to an increase in the number of small, owner-occupied farms, as Nicholas Wilmot (see above) especially and Robert Holden to a lesser extent, sold some of the farms which they had bought as part of the manor. Evidence that Wilmot sold much of his newly acquired land in Aston, Shardlow and Wilne (though retaining his Weston lands) can be seen in a document relating to a settlement between the Wilmots and Holdens in 1681,⁴⁰ whilst Robert Holden sold three farms, one each in Aston, Shardlow and Wilne as mentioned earlier. Moreover, the farm at Wilne which the Holdens had held as tenants of the manor until Robert purchased it as part of the manorial property was to be detached from the Aston Holdens' estate and become, as we have already seen, the property of Robert's son John from around 1660.²⁹

Samuel Holden (1637-1692) and family, 1660-1692

Robert died in 1660 and it was not until 1727 that the Holdens of Aston were to buy any further property there. It seems likely that the financial pressures which the family records show Samuel faced and the fact that he died leaving mostly underage children were the reasons for this. He was only 23 at his father's death and would have had little time to establish himself in his career. There were, as mentioned above, Robert's debts to pay off. Some £1,300 was borrowed between 1654 and 1659 (more than half in the year before his death) some raised in London, some locally, and Samuel and his brother, John, Robert's executors themselves borrowed more than £800 in the three years following their father's death.³⁰ All Robert's loans were paid off by 1669 except for one not paid until 1676, when Samuel repaid the last of his own loans. Whether we have a complete record of debts and payments, of course, we cannot be certain. There were, too, the last payments of his sister Mary's portion to be paid, £300 in 1661 and £100 in 1663,⁴¹ and a portion of £500 was paid in 1671 for the marriage of the younger of Robert's daughters, Anne.⁴² We may guess that the furtherance of the careers of Samuel in the law and of his brother Edward (born only in 1642) in the Church would also have had their costs.

Meanwhile, it is probable that the cattle trading business was wound down in the 1660s, so there ceased to be any income from that. Henry died in 1667, Samuel was making his way in the law, the youngest brother Edward had gone into the Church and only their brother John at Wilne was still, first and foremost, a farmer, who might have retained an interest in the business. Moreover, further money had to be paid out when, in 1681, the dispute between the Holdens and the Wilmots finally came to an end in an agreement which cost Samuel Holden £200 (and the rest of the family another £300).⁴³

There was also another side to Samuel's life. In preparation for his marriage, in 1665 his mother Margery surrendered to him Aston Hall and the lands and cottages which had been settled on her for her life by Robert.⁴⁴ He married Mary, daughter of Edmund Lathwell of the parish of St Ann Blackfriars, citizen and

haberdasher of London. One of the trustees was named as Robert Percivall of Hannington, Hampshire, gentleman, a name which recurs in some otherwise seemingly unconnected documents (see Part 2 in the next issue in the section *The Unexpected*). In the settlement, Samuel described himself as '*of Gray's Inn esquire*'. It also detailed his properties in Aston, Weston and Shardlow, in part the Aston Hall estate as purchased by Robert Holden I in 1648, and in part land which had once belonged to Weston manor. Although it is not possible to be sure that this was the whole of Samuel's property, it is likely to have been most of it. Mary had a portion of £2,000, the payment of which was completed in 1669, but she was dead by June 1670, leaving a daughter Hannah.⁴⁵ Hannah was to receive £1,200 for her portion in 1687 (when she was described as a gentlewoman) under the marriage settlement of her parents, so sufficient funds needed to be available for Hannah's portion when it became necessary for it to be paid.⁴⁶

We have far less information about Samuel's second marriage, though his second wife was also called Mary. He would also have received a portion with his new wife, but we know nothing about it. There were several children of this marriage which gave Samuel an heir, Robert, who like his father became a lawyer, whilst another son Alexander was apprenticed in London in 1697, although this was after Samuel's death.³

Alexander's apprenticeship is not of itself documented in these records, but there is a deed of co-partnership made between John Coape and John Stables both grocers of London, made between them in March 1694, in which they agreed to continue their trade as grocers in the City of London for 7 years.⁴⁷ Their business was to be managed in a messuage on the south side of Fleet Street in the parish of St Dunstan in the West, and this presumably was where Alexander spent his apprenticeship years, as he was, it seems, eventually apprenticed to Stables.³ He made a success of his career and Alexander's family remained in touch with his brother Robert as the latter's will shows (see below).

Samuel made his will in 1687 but his death occurred only in 1692, an unusual gap, so it may be that his health was not good in the last years of his life.⁴⁸ He left a family of underage children, four sons and a daughter, from his second marriage (Hannah his daughter from his first marriage had come of age in 1687). Aston Hall and its lands were settled on his wife for her life, with other lands settled on her until Robert the eldest son was 25, for the maintenance of the children and provision of portions for the younger children. No doubt, Samuel's early death at only 56 would have been another reason why the estate he had inherited did not grow at all during these years and the years following his death. That it did not diminish may be a tribute to his stewardship, helped perhaps by advantageous marriages.

Robert Holden II (1676-1746)

We are told that Samuel's son Robert was an extremely successful lawyer,³ but there is nothing certainly in the family's records about his career. In his deeds he was sometimes described as '*of the Inner Temple*' and always as '*esquire*'. However, that he made a great deal of money is evident from his land transactions, the rebuilding of Aston Hall, the marriage of his daughter and heiress and the money available from his estate after his death which paid for further purchases of a considerable amount of land. His mother who held Aston Hall and its lands for life died in 1724,³ so Robert succeeded to them when he was already in his late thirties and whether coincidentally or not it was in early 1727 that he made his first known purchase of land.

First of all, in 1727, he bought a farm in Aston from Robert Lown(e), a descendant of the purchaser who had bought it from Nicholas Wilmot in 1648.⁴⁹ This was followed in 1728 by the purchase of another farm also originally part of Weston manor, although with a slightly complicated history, as it had once been two farms.⁵⁰ Two other farms in Aston were bought with Robert's money, although after his death, one in 1747 and one in 1767. Both of them were formerly the property of Henry Sacheverell, whose family had once been of some importance in Derbyshire but was in decline in the later 16th century. Their title deeds show that Sacheverell sold both farms in 1595.⁵¹ The vendors of the properties Robert bought in Aston were described as yeomen. All the properties had been mortgaged before sale. In these, and other sales documented in the Holdens' title deeds it is often the case that financial arrangements had to be made to protect the interests of wives or widows and younger children.

In total, Robert's money enlarged his estate in Aston by absorbing what had been five farms. By the end of his life, the estate in Aston alone amounted to nearly 500 acres and by 1767 to 564 acres after additional purchases had been made using Robert's money after his death.⁵²

Robert's principal purchase in Wilne and Shardlow was made in 1727 and was the property held by his relatives Mary Holden widow of Robert of Wilne, gentleman, and her son Charles.⁵³ It was in part the large

farm in Wilne which Mary's father-in-law John (son of the first Robert Holden) acquired about 1660 after his father's death, and which had been part of Weston manor, together with other land since added to it. Charles, however, called himself 'gentleman' not 'yeoman', but this, too, was mortgaged, although for a reason of some interest. In one of the deeds relating to this property, dated 1727, it was said that Mary and Charles had borrowed chiefly to spend on the purchase of a stock of cattle, implements of husbandry and other things for the management of the farm.⁵³ Had the farm been run down or had they wished to modernise? Unfortunately, we do not know. The Holdens at Wilne certainly appear to have had considerable financial problems. For the Aston Hall estate, however, it was further enlargement and from a wider perspective the loss of another independent farm. A message in Shardlow with lands mostly in Wilne and Shardlow followed, the purchase finally completed in 1732.⁵⁴

Robert, however, also bought elsewhere, including lands in Weston in 1729 and again in 1740⁵⁵ and farms in Long Eaton in 1734 and 1738.⁵⁶ His greatest purchase was in part freehold property chiefly in Little Wilne and Sawley and in part the lease of ecclesiastical property in Sawley and Little Wilne, acquired in 1733 from Philip Leche esq.⁵⁷ The freehold property consisted of Wilne Hall in Little Wilne and the Chantry House in Sawley, with some lands in Sawley, Shardlow, (Great) Wilne and Aston and fishing in the Trent, whilst the lease was of the prebend and rectories (meaning livings) of Sawley and Little Wilne. These latter were the property of the Treasurer of Lichfield Cathedral and the prebendary of Sallow (Sawley). In other words, the tithes and other benefits belonging to these churches would be paid to Holden, and very lucrative they were, hence the total price to him of £7,000. Leases, dated 1778, survive showing Mary and James Shuttleworth (Robert's daughter and grandson) were leasing out tithes of Breaston and the tithe barn there, part of the Prebendal property, and about 1800 there is a detailed survey to aid the valuation of these tithes. The rent of the leases included the drawing of two wagon loads of coals to Aston Hall from *Hallam* coal pits as required.⁵⁸

The numerous title deeds for this purchase begin in 1510 – one in 1572 pointing out that the description of some land as in the parish of Wilne (that is Great Wilne) in a deed of 1570 was utterly mistaken as there was no parish of Wilne and the premises were in the parish of Aston!⁵⁹ The 17th and 18th century deeds largely relate to the Prebendal property and to the Leche family of Shipley, whilst a deed of 1604 may relate to the house later known as Wilne Hall in Little Wilne.⁶⁰ The lease of the Prebend was later renewed and the property continued in the Holdens' possession until about 1808.⁶¹

Robert spent at least £10,600 on property, and probably more as we do not know everything about his land transactions, and it was his money that enlarged the estate still further after his death, when £5,700 was spent on adding to the estate.⁶² Purchases made of Aston farms in 1746 and 1767 have already been mentioned, but the largest purchase, made in 1754, was of a third of the manor of Halstead, and of lands in Halstead, Tilton



Aston Hall, photographed by Richard Keen (Maxwell Craven collection)

and elsewhere in Leicestershire and of the rectories (livings), tithes and advowsons of their vicarages at a cost of £4,000.⁶² What is not known is how much was spent by Robert in the rebuilding of Aston Hall in around 1735. He is often described in these deeds as 'of Foremark esquire' or sometimes as 'of the Inner Temple esquire', but only towards the end of his life as 'of Aston'. Perhaps he only lived there when his new hall had been built. There is nothing about the rebuilding of Aston Hall in these records but his house, with additions made later, still stands.

Mary, his daughter and heiress married James Shuttleworth of Forsett, Yorkshire, esq., and in the marriage settlement of 1742 (which has not survived here, but details of which are recited in James Shuttleworth's will of 1772)⁶³ properties of the Shuttleworths in the counties of Lancaster, York, Leicester and Warwick were

settled on James and from them Mary was to receive £1,500 a year and £15,000 was to be raised for the portions of their younger children. Mary was marrying into a family whose social status was much above that of her father's ancestors and it is evident Robert was able to demand a high price for the marriage of his daughter. From his will of 1745, it appears that this was because Robert's estate was to go to the second surviving son of the marriage (the eldest son of the marriage succeeding to James Shuttleworth's estate).⁶⁴ Robert was providing an inheritance for a younger son, rather than his lands being added to his son-in-law's family estates. As the son succeeding to the Holden estate, he was to take the name of Holden, so, although he did not himself have a son, Robert hoped to ensure the survival of his family's name and estate at Aston. The will also shows that Robert remained in touch with his brother Alexander's family, his sister and her husband.

Robert's will provides further evidence of his success. His wife is to have his mansion house at Aston for her life and with it the use of the household goods, linen, plate and furniture, as would be expected, but pictures are also mentioned, as are a coach and chariot, four of the coach horses, mares or geldings with their harness, two of the saddle horses, as well as £300 from arrears of rent at Foremark and Ingleby for her better support until certain rents became available – an unexpected reference as there are no title deeds of the Foremark and Ingleby properties in these records. In a codicil, she was also to have housekeeping and farming necessities.

Mary (Holden) Shuttleworth and the Reverend Charles Holden, 1746-1821

Mary and James Shuttleworth succeeded to Robert Holden's property jointly until James' death in 1773. Then their son James succeeded jointly with Mary, but he died without heirs as did the next son William. When Mary died soon after William, in 1791, the next in line was Charles Edward Rector of Aston, also childless, but, having quickly assumed the name of Holden,⁶⁵ he was later to have a family including sons. After the 1767 purchase of a small farm at Aston (as above) little was added to the family's estate until 1833 when Charles' son Edward Anthony Holden began to buy.

The marriages of Mary Holden to James Shuttleworth (see above) and those of her son the Reverend Charles Holden's show how far the family had risen since the 17th century. Charles' first marriage in 1772 was to the honourable Mary Cockburne, youngest of the two daughters and co-heiresses of Caroline Lady Forester,⁶⁶ and his second to Elizabeth daughter of Sir Thomas Whitmore.³ The marriage settlement for this second marriage does not survive here, but that of her parents Thomas Whitmore of Apley esq. and Anna, eldest daughter of Sir Jonathan Cope of Bruern, Oxfordshire, Bart, made in 1736 does, and the connection with the Whitmore family was maintained as Charles' third marriage in 1796 was to Rosamond Amelia Deane, a granddaughter of Sir Thomas Whitmore, his second wife's niece.⁶⁷ There is no surviving settlement relating to it, but this marriage was at last to give him children including sons to inherit his estate.

A terrier of the Reverend Charles Holden's estate made in about 1797 shows that he owned 564 acres in Aston, 111 in Weston, 204 in Shardlow and Wilne, 485 in Halstead and Prebendal property of 824 acres.⁵² Oddly, this last entry appears to refer chiefly to Holden's freehold lands in Little Wilne, Sawley and Long Eaton but apparently includes some land bought along with the lease of the Prebend (see above). It is in this terrier we can see most clearly the contribution which Robert Holden II had made to the estate. Charles's annual rental was £3024. This included income from his '*Prebendal*' lands (Little Wilne, Sawley and Long Eaton) which, together with tithes from 2482 acres, amounted to £1360. Despite the loss of the Prebendal lease in about 1808⁶¹ and the sale of the Long Eaton property between 1803 and 1808,⁶⁸ a general statement of Holden's rents in 1809⁶⁹ does not show as great a drop in his income as one might expect as some rents had been increased.

The death of the Reverend Charles Holden in 1821 brought few changes to the Holden estate at first, but from 1833 his son Edward Anthony seems to have embarked on a policy of purchasing every property which came on to the market in Aston. The deeds for his many purchases, often 18th, sometimes 17th century, tell us much about Aston, its development, its buildings and people, which part 2 of this article will explore. Other documents relate to a variety of subjects, including the manor of Weston and the Holdens' interest in Aston's plaster industry but also to some unexpected ones such as Darley Abbey in the 18th century and Larges Hospital in Derby. The most surprising documents are deeds relating to the Bowden family from Chapel en le Frith. Last of all to be described will be the catalogues for the sale of the estate in 1924 which detail many of the farms and houses of Aston and the Hall itself, and in doing so show how far Aston had progressed (or not) into the modern world of the amenities we take for granted.

General Statement.	Quantity.	Annual Rent.
Aston	A R 9 364	£ 19 742. 12. 0 An outgoing of 1. 1/2 a year.
Weston	111 3 13	241 11
Thordlow & Great Wilne	204 2 14	301 13 11
Halestead	408 3	370
Prebendal	024 1	
Together with the tithes of 2400 of land.		1360 19 2 An. out going of £122... 5... 4 a year.
	<u>2109 3 2</u>	<u>3024 18 1</u>

Extract showing the summary in the 1797 terrier of estates of the Reverend Charles Holden giving total acreage and annual rent (Ref: DRO, D779/E/10/7).

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CHARITIES ADMINISTERED BY THE CORPORATION OF DERBY IN THE LATTER PART OF THE EIGHTEENTH CENTURY: PART 2

(by Anne Bull, Derby Research Group)

Introduction

This is the second article relating to charities administered by the Chamberlains of the Derby Corporation showing how the trustees of the donor's estate paid the nominated sum into the Borough's bank account annually and how this was then distributed by the Chamberlains according to the wishes laid down in the bequest. The first article (see *Derbyshire Miscellany*, Autumn 2019) on the charities administered by the Corporation of Derby looked at money donated by the benefactor which was to be invested by the Town's Chamberlains to provide enough interest to enable the bequest to be paid. The third article will cover the provision by the benefactor to provide interest free loans for the Town's poor burgesses, discussing three further donors whose monies were also paid directly to the Chamberlains. They will be:

the Reverend William Sale, William Botham and Sir Thomas White.

This article considers bequests of three benefactors who appear more interesting because there are more single entries in the account book regarding payments of these donations as well as the information available about them. They are:

Francis Ashe, John Bloodworth and Richard Crowshaw.

Francis Ash/Ashe

William Woolley, writing in his *History of Derbyshire* states:

I have been informed that this Mr Ash was my Grandmother's uncle.¹

A Derby man by birth who never forgot his roots, even though he left the town to become a goldsmith in London, Francis Ashe was the son of Francis Ashe of Derby and Frances Fitch who were married at All Saints Church, Derby on 24 October 1583. Francis was christened at St Werburgh's church on 27 September 1584. Francis Ashe senior was recorded in the Derby Borough rentals of 1591, 1596 and 1611.²

Francis Ashe was educated in Derby and also attended Ashby Grammar School. It is not known when he left Derby but records at the Goldsmith's Company in London show Francis Ashe commenced as an apprentice with Roger Flint, a gold and silver smith, in 1601 and completed his apprenticeship in 1608. On completion he would have had to take a piece of his work for inspection by the wardens of the Company to gain admission as a Freeman. Ashe himself acted as a warden for the Company in 1645 and 1647. He also had numerous apprentices from 1612-1649: 16 in total, one of those was his own son, Francis, who was admitted to the Goldsmith's Company on completion of his apprenticeship in 1649.³

Francis Ashe founded the charity by his will dated 19 June 1657, which was proved in 1664. He allocated money to various charities and one beneficiary was '*the old town of Derby*'. An amount of £20 was to come from the rentals of the houses he owned in London:

*Shoe Lane and Fetter Lane in the parish of St Brides in London.
and to be paid half yearly by the trustees of the Goldsmiths Company, annually to the Mayor
and the Aldermen of Derby.⁴*

Of this money £10 was to be paid to the vicar of St Werburgh's, £3 to be administered by the said vicar, churchwardens and overseers to the '*most needy and honest poor*' of St Werburgh's Parish and £7 was to be used by placing one or two children yearly in apprenticeships to '*some honest man of good calling*'. The children were to be sons of some poor inhabitants of Derby. Wilkins in his '*The Endowed Charities of Derby*' stated that:

It is not improbable that the donation to the Poor of St Werburghs may have been at the commencement of the payment thereof erroneously divided amongst several parishes of Derby; but it is clear from the Will that the benefit of it ought to be confined to the Poor of St Werburgh's Parish only.⁵

Wilkins was right that the money, when first paid, was shared with other parishes including St Alkmund's and All Saints. The donation for St Alkmund's was noted on an inscription in the north gallery of the church:

Mr Ash of London gave 18 shillings and 8 pence to be paid yearly.⁶

There is a lack of information in the accounts about the payments of the Ashe money to and by the Chamberlains, and it is not until August 1773 that there is a reference to it when a William Giles is apprenticed with £6 from money from Ashe's charity.⁷ In 1777 the St Werburgh's churchwarden's accounts record:

Received of the Steward for Mr Ashes gift - £4.⁸

There was no corresponding record of this money in the Chamberlains' accounts.⁹

The payment of £20 from the Company of Goldsmiths should have been recorded on the left-hand pages of the Chamberlains' accounts. The first entry appears on the left-hand page in which the 1779 payments below were recorded:

10 November

Of Late Mr Ashe's Charity due to the Vicar of St Werburghs £5. 6s 3d.

Of Late Mr Ashes Charity due to the poor of St Werburghs £1. 11s 10d.

Of Late Mr Ashes Bounty for putting out an apprentice due £3. 14s 4½d.

There is no confirmation of when the Goldsmith's paid the money and the above only totals £10 12s 6d, not the £20 promised by the Will.¹⁰

The following day the Chamberlain records the above monies being paid out on the right-hand page, the right-hand page records all outgoing payments:

11th November 1779

Paid James Ball Mr Ashes Charity due to the poor of St Werburghs - £1. 11s 10d

To Mr Hope Mr Ashes Bounty due to him as Minister of St Werburghs Church in Derby at

Michaelmas 1779 - £5. 6s 3d

And in December:

4th December 1779

Paid for putting out Thomas Dallison Apprentice to his Father Jos. Dallison, Stocking Maker being Mr Ashes Charity - £3. 14s. 4d¹¹

So, at last, the money is seen to be being used for its intended purpose. The following year only £1 11s 10½d was recorded, but after this the payments totalling £10 12s 6d appear to be paid annually with the exception of 1788 when no payments appear. The payments are then made regularly until 1793 when the first book of the Chamberlains' accounts ends.¹²

In 1809 the vicar of St Werburgh's church, Reverend Edwin Unwin, successfully challenged the Goldsmith's Company about the amount he was receiving from them¹³ and from then on appears to have obtained his rightful amount, but the amounts for the poor of the parish were not changed!¹⁴

Surviving records from the Derby Municipal Charities dated 1897-1911 show that the money received from Goldsmith's Company varies between £19 7s 11d and £19 13s 4d, though it is paid regularly.¹⁵ The variation may be due to the rent value of the London properties. The records also show all the apprentice agreements sponsored by the Ashe charity with the schedule of payments made to the 'Masters'.¹⁶

Although there is no specific record of the number of apprentices being supported by the Ashe Charity, surviving apprenticeship indentures held by Derby Local Studies Library include 37 which had been sponsored by the Ashe Charity since 1773 and 12 of these are between 1827 and 1840.¹⁷

John Bloodworth

By his will dated 10 May 1648 (probate granted 16 October 1648), Mr John Bloodworth of London, a Vintner, bequeathed:

... to the Church wardens of the parish church of St Warbers in the towne of Derby the summe of one hundred pounds, if it be not given and paid by mee before my decease to be paid to them within one yeare next after my decease. Nevertheless to this intent and purpose that the same monie shall with all convenience that may be laid out in and for the purchasing of land in feoffes in trust and the rents thereof arising to be yearlie disposed of forever as hereafter is expressed (that is to say) twelve pence everie Sunday in wheaten bread to the poore of that parish. To the Church wardens there yearlie two shillings for their paines, and

*to the parish Clearke yearlie two shillings for his paines and thirteene shillings & ffoure pence to the parson, minister, of that Church, to preach a Sermon on the first day of November yearlie for ever in remembrance of Gods miraculous deliverance of our Estate and nation from the gunpowder plott. And the rest and residue of the said rents and profits I appoint on that day to be laid out in two penny wheaten loaves of wheaten bread and for ever distributed to and amongst the poor people of the same parish according to the discretion of the Church wardens and overseers of the poore of the same parish.*¹⁸

About two years after his death, land in the borough, namely Rayles close and Darley Hill, was purchased to obtain rent to enable the bequest to be fulfilled:

*By an Indenture, dated 23rd September 1650, between the Mayor and burgesses of the borough, and the parishioners of St Werburgh's, it is recited that the said parishioners had paid the Mayor and burgesses £100; and the burgesses, in consideration thereof granted to the parish a yearly rent charge of £6, to issue out of two closes or grounds, enclosed in Derby, called the Rayles and Darley Hill.*¹⁹

Of the £6 that was still being paid in 1861 by the Corporation, 13s 4d was to the Vicar of St Werburgh's for preaching a sermon on the 5th November each year for the deliverance of the nation from the 'hellish gunpowder plot', as stated in John Bloodworth's will. Two shillings were paid each to the Churchwardens and to the Clerk. The baker was paid 134 to supply loaves.²⁰

According to Wilkins in 1911, the £6 had been paid for 260 years. However, he was uncertain where the land was.²¹ Rayles Close had previously been owned by Edward Osborne.²² The land is mentioned four times in the Derby Borough rentals for 1611, a Mr Richard Fletcher rented part of the field and it is also referred to as 'sheep pasture'.²³

The churchwarden's account book 1598-1718 shows the money is divided as follows:

*Payment for the minister for preaching on the 5th November - 13s. 4d
For six loaves every Sabbath to six poor inhabitants of St Werburgh's parish - £2. 12s.
To the Churchwardens for their paines - 2s
To the Clerk for his paines - 2s
The remainder is to be given in bread to the poor of the parish on 5th November - £2. 10s. 8d²⁴*

Payment references appear in the Chamberlains' accounts on the right-hand pages only, the sum of £6 paid to the baker which was paid regularly throughout the years of the account book. For example:

*10 November 1772
Paid Thomas Webster for delivering Mr Bloodworth's dole one year to Michaelmas 1772
£6. 0. 0d.²⁵*

Richard Croshaw/Crowshaw

'There is not a pauper in the Borough who is a stranger to Crowshaw's Dole'.²⁶

In 1802, Britton and Brayley wrote that according to an inscription on a wall on the north side wall of All Saints Church, Derby, there was a curious ancient memorial to Richard Croshaw. He was apparently the son of a poor nailer of Derby who:

went to London in a leather doublet to seek his fortune. Possessing industry and perseverance, his endeavours proved successful; and having attained considerable affluence, he bequeathed upwards of £4000 to the Corporation of Derby, for the maintenance of lectures, relief of the poor and other pious uses.²⁷

They go on to say that Croshaw was a Master of the Goldsmith's Company in London and that when the great plague struck in 1625, he remained in the city to provide assistance to the poor.

Richard Croshaw was buried, as dictated in his will, at St Bartholomew's by the Exchange on 22nd June 1631, a church that was destroyed by the Great Fire of London. His charity was set out in a deed dated 27th July 1630, eleven months before his death.²⁸ In memory of his connection with Derby, the Borough paid for a monument to be erected in All Saints Church nearly one hundred years after his death.



Richard Croshaw's monument in Derby Cathedral

The plaque at All Saints may be the one referred to in a receipt of 1729 seen below, when £8 was charged for the erection of 'Mr Croshawes Monument'.²⁹

A bill for Thomas Gisbome Esqre Mayor	£	s	d
for piecing and polishing and setting of Mr Crowshaws monument	8	0	0
Forty strike of Lime	0	2	8
For one hundred and half bricks	0	1	9
total	8	4	5
March ye 4th 1729			

There is no clear evidence to say where the sum of £4000 mentioned above came from, it is thought to be the total of his estate, of which Derby was just one recipient. The amount found for Derby was just in excess of £1500 set out as follows: £200 to be administered by the Bailiffs and Burgesses of the Borough of Derby which was to be lent in multiples of £20 interest free to 10 honest and diligent tradesmen over three years and £1250 to be administered by the Bailiffs and Burgesses of the Borough of Derby of which £20 was to be paid annually to an able preacher to read a lecture every Friday afternoon in All Hallows Church. Other monies were to be disposed of thus:

£28 every year administered by the Bailiffs and Burgesses of the Borough of Derby for the relief of 8 poor persons of the parishes of Mackworth and Markeaton, 6d in bread, 4d in cheese and 6d in money

£100 to the town to be used for 3-6 years or 8-10 years which could be lent to poor honest tradesmen in Mackworth and Markeaton.

£15 every year administered by the Bailiffs and Burgesses of the Borough of Derby for the relief of seven poor persons to be distributed thus, 4d in bread, 2d in good cheese and 3d in

money to the recipients, changing every week, except in the case of great need. Rotating through each of the five parishes of the Borough (see below):

*All Saints 5s 3d - twice in five weeks
St Peter's 5s 3d - every five weeks
St Werburgh's 5s 3d - every five weeks
St Michael's 2s 3d - every five weeks
St Alkmund's 3s 0d - every five weeks.³⁰*

The above is referred to as Crowshaw's Dole and totalled £13 13s per annum.

The churchwardens were responsible for choosing which of their parishioners received the dole and paying it out, for this the Chamberlain gave them a wage. In March 1769, Richard Brown received 13s 6d for half a year delivering the dole.³¹

Having decided which parishioners should receive dole the vicar or churchwardens would issue tickets; seven persons would receive a sixpenny loaf and seven others would be given three pence in cash. The vicars or churchwardens of the other four parishes would provide tickets for their poor which would be presented to the incumbents at All Saints on the relevant Sunday.

The recipients of the dole at All Saints Church are listed for 1739, from May through to October. Unfortunately, what they received was not recorded. An example of the list can be seen below:³²

September 18 1739	23rd October 1739
Samuel Houghton	Sarah Whiteker
Elizabeth Cocker dumb women	Mary Budds
Widdow Hall St Werburgh's	Iane Bland
Eliza Harrison St Peter's	Martha Parker
Thomas Walker Nuns Green	Benj ⁿ Bland dumb
Mary Mills	John Walker
Widdow Cocker Walker Lane	John Morton (hatter)

Entries and receipts for the cost of the bread may be found in the Chamberlains' accounts and in collection of bills and receipts which survive.³³

There are many entries in the Chamberlains' accounts referring to the bequests above, in fact too many to mention every one. Here is one example:

*November 1757
Paid the following persons for baking and delivering Mr Crowshaw's Dole in Derby,
Markeaton and Mackworth, in bread, cheese and money.
George Wilmot received £12 7s 4d
Ann Ault* received £12 7s 4d
John Porter received £12 7s 4d (St Werburgh's Parish)³⁴*

(*perhaps the wife of Edmund Ault, a baker in St Werburgh's Parish)

Samuel Maw and Thomas How, both bakers, appear to have provided the loaves. Below is the receipt of Bread and Cheese money and the corresponding entry in the Chamberlains' accounts for 5th October 1768:

To Mr Saml Maw and Mr Thomas How for delivering Mr Crowshaw's Dole one year ending at Michaelmas 1768 £37. 2s.

*The Corporation of Derby Dt to Maw & How
To one years Bread and Cheese money For Mr Crowshaw's Dole, Due Michaelmas 1768
£37-2-0*

*Rec'd October 5 1768 the full Contents of the above by us
£37-2-0. Thos How Saml Maw³⁵*

The payments of £20 for 'an able preacher to read a lecture every Friday afternoon in All Hallows Church' appears regularly in the Chamberlains' accounts. The Reverend Manlove receives £10 per year from 1757 to the end of the account ledger in 1793 for preaching alternate Friday lectures. The other lectures are preached

by the Reverend Winter from 1757 to 1773, who also received £10 annually. From 1774 the Reverend Clarkson, head master of the Free School, takes over the lectures and receives his remuneration in half yearly amounts of £5.³⁶ An earlier Borough account book, covering 1665, records payment of the £20, unfortunately there is no day or month recorded or to whom it was paid:

*Paid for Mr Crowshaw's Lecture £20.*³⁷

According to account papers ordered by the House of Commons, published in 1834, Richard Crowshaw by his will, gave to or otherwise invested in the Corporation the sum of £1250, to the intent that they and their successors should pay:

To a Clergyman appointed by the Corporation for reading a lecture every Friday in All Saints Church - £20

Sub Total £20. 0. 0d

For seven sixpenny loaves distributed every Sunday at All Saints Church - £9. 2s

For a distribution every Sunday of 3d each to the seven poor persons who receive the bread £4. 11s.

To the Parish Clerk of All Saints, being the residue of the sum of £15 - £1. 7s

Sub Total £15. 0. 0d

For eight, ten penny loaves to be distributed every Sunday at Mackworth Church to poor persons of Mackworth and Markeaton - £17. 6s. 8d

For distribution every Sunday of 6d each in money to the eight persons receiving the bread at those places - £10. 8s

To the Parish Clerk of Mackworth, being the residue of the sum of £28. 5s. 4d

Sub Total £28. 0. 0d

Total £63. 0. 0d

Of the £100 to be lent to poor tradesmen, the Corporation had not given any loans, the money had been placed in the Bank of Crompton, Newton & Co. and the interest accrued is paid in equal amounts to the Churchwardens of Mackworth and Markeaton to be distributed to the poor.³⁸

The Chamberlains' accounts show an amount of £1250 gaining interest as '*Bank Stock, belonging to the Corporation of Derby*', from 8th June 1757 and the interest which rises overtime, is paid either annually or half yearly. The last recorded entry for the £1250 is in September 1780 with interest paid £34. 7s. 6d. for the half year. As it does not appear again it may have been amalgamated with other Bank Stock payments.³⁹

In his will Richard Croshaw left '*For 20 poor boys born in Markeaton and Mackworth in the County of Derby, for apprenticing £5 each*'. No information was found in the Chamberlains' accounts regarding this part of his bequest.

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WILLIAM EATON MOUSLEY: SAINT OR SINNER? THE STRANGE CASE OF GRESLEY V MOUSLEY

(by Bob Ellis)

Introduction

The solicitor William Eaton Mousley left a permanent legacy to the people of Swadlincote by donating the land on which Emmanuel Church was built.¹ In Derby, where he was based, he was an important and highly respected figure. When he died in January 1853 the *Derby Mercury* reported his death with '*unfeigned regret*' noting that:

*'during the greater portion of his life Mr Mousley had occupied a most prominent position in the town and his death has been followed by a general expression of regret. He was distinguished by his great talents and industry and few men displayed such untiring energy as characterised his very active life. Among the Conservative Party, of which he was a leading member, his loss will be severely felt. Mr Mousley was an Alderman of the Borough. He filled the office of Mayor for the year 1845-46 and a second time for the year 1846-47. Mr Mousley did good service to the town and was remarkable for his independence and energy. He was a warm friend and, when his sympathies were enlisted, a staunch supporter; and his charitable deeds, both public and private, were both numerous and valuable.'*²

These sentiments were presumably shared by the many local people who came to view his funeral cortège following its departure from his home at Exeter House and by the shopkeepers who closed their shutters as a mark of respect. Yet this positive view of his life and character has never recovered from the verdict in the case of *Gresley v Mousley* handed down by Sir John Stuart in the Court of Chancery a few years later in which he was found to have tricked a client into selling to him a valuable mineral estate for well below its true value.³ As Dr Colin Owen put it in his *History of the Leicestershire and South Derbyshire Coalfield*, Mousley had embarked on '*a policy of deliberate deception*' in order to acquire the minerals for a '*ridiculously low sum*'.⁴

The first strange element of the verdict in *Gresley v Mousley* is thus the mismatch between the negative picture it paints of Mousley and the way in which he was regarded by his contemporaries. But that was by no means the only strange feature of this case. The client found to have been deceived by Mousley was Sir Roger Gresley, the 8th Baronet of Drakelow, who had died in 1837. Sir Roger had left a life interest in his estate to his wife Lady Sophia so the claim would normally have been brought in her name. However, she played no active part in the case which was brought in the sole name of Sir Thomas Gresley, the 10th Baronet, who stood to inherit whatever remained of Sir Roger's estate on Lady Sophia's death. When Mousley's sons appealed the verdict to the Court of Appeal this concerned the Lord Justices because, if Mousley's purchase was set aside, the cost of refunding his purchase money and the interest on it dating back to 1837 would have to be met not by Sir Thomas Gresley who had brought the complaint but by Lady Sophia who had not.⁵

Another strange feature of the case was the delay in bringing it. The disputed transaction between Sir Roger Gresley and William Eaton Mousley had taken place in 1837 but the complaint was not made until 18 years later in 1855 by which time Mousley's death had robbed him of the opportunity to defend himself. If it was so obvious that Mousley had paid a '*ridiculously low sum*', Sir Thomas Gresley's late father, Sir Nigel Gresley, could have brought the case many years earlier while Mousley was still alive. Sir Nigel had been Sir Roger's cousin and heir and much better placed to spot a fraud than his son. Unlike Sir Thomas, who as an Army Officer was stationed away from home on a more or less permanent basis, Sir Nigel had lived at Netherseal, within a few miles of Church Gresley where the disputed minerals were located.

Fortunately for the historian the case papers used by Sir Thomas Gresley's legal team are at the Derbyshire Record Office and provide many interesting insights. However, the answer to the riddle posed by *Gresley v Mousley* may well lie in papers relating to another court case held by The National Archives at Kew. That is because a central - but silent - figure in the case was George Stanhope, the 6th Earl of Chesterfield. He was a close friend of Sir Henry des Voeux whom Lady Sophia had married following Sir Roger's death. He was also one of Sir Roger Gresley's executors and in that capacity chose to be legally represented throughout the proceedings as a supporter of Sir Thomas Gresley's case.⁶ However, the most intriguing connection between the Earl and the case of *Gresley v Mousley* is that Mousley had been the Earl's own long serving solicitor and agent until his death in 1853 and, as the papers in the *Earl of Chesterfield v Mousley* reveal, the Earl had owed Mousley a great deal of money which he had no intention of paying.⁷

Chesterfield v Mousley

The Earl of Chesterfield brought this case to Court in 1854 in order to seek relief against Mousley's sons who, as their father's executors, were demanding payment. As the Nottingham University website puts it, the Earl was '*chiefly known as being a man of fashion and extravagance. Having succeeded to his fortune during his minority, he managed to lose nearly half of it*'.⁸ He had been forced to dispose of much of his property in 1845 in order to settle his debts whilst retaining his South Derbyshire estate at Stanhope Bretby. In addition to his role as the Earl's solicitor, Mousley had acted as his '*general agent*' or '*steward*' collecting the rents due each quarter from his tenants. The Earl of Chesterfield v Mousley papers reveal that the Earl had looked to Mousley to satisfy his cash requirements regardless of whether his income was sufficient to meet them. According to Mousley's son John who defended the case, the Earl's requests for funds had often been made when he was abroad or at Newmarket or other racecourses and Mousley had presumably felt unable to decline. The amount outstanding at the time of the latter's death was £12,467, equivalent to well over £1m at today's prices.

In October 1849 Mousley had written to the Earl as follows:

I send your Lordship a statement of the moneys paid and payable and also a statement of all accounts between us. The general statement shall be made out by Mr Sadler and ready to be delivered up on Saturday morning. Since at the age of 63 I am desirous of having all matters fully explained and that no mistake or unpleasantness may arise if anything shall befall your Lordship or myself. The last two years have given me so much labour and anxiety that I feel I am ten years older in consequence of unexpected and distressing events. The abstracts sent will explain the accounts and I will with your Lordship's permission wait upon you on Saturday morning at half past ten to afford you any explanation or to receive any instructions you may favour me with. The balance due to me may remain until my death or the marriage of my two younger daughters if it be any convenience to your Lordship'.

The '*unexpected and distressing events*' referred to by Mousley included the death of his wife, Antonietta, in the previous year following the tragic death in a riding accident of his son Francis in 1845.⁹

The involvement of '*Mr Sadler*', an independent accountant, highlights the Earl's difficulty in challenging the veracity of the Mousleys' claim which was supported by twenty two boxes of records at Mousley's offices in Derby. From 1849 onwards Mousley had submitted six monthly statements of the amounts due to him. These had all been signed by the Earl and there was no suggestion that he had ever questioned them at the time. His new solicitors, the London firm of Robinson and Barlow, argued that their client had been '*very careless and negligent in matters of business*' and totally reliant on Mousley who '*managed all his pecuniary affairs*'. This was the same narrative of a naive client and untrustworthy agent that was to be used by Sir Thomas Gresley's solicitor a year later in *Gresley v Mousley*.

Only the Bill of Complaint and John Mousley's response dated August 1854 are to be found at Kew so the case of the Earl of Chesterfield v Mousley cannot have come to trial. If, as seems likely, the debt remained unpaid, there can have been little or no chance of its being recoverable through the Courts after the judgement handed down in *Gresley v Mousley*. The Earl therefore had every reason to encourage Sir Thomas Gresley to bring his case against the Mousleys and to support it in every way possible. It is therefore unsurprising that the witnesses on whom Sir Thomas' case depended were linked with the Earl in one way or another.

Joseph and Nathaniel Nadin

The Nadin family had been associated with the Stanhopes since 1783 when William Nadin agreed to purchase a half share in the Newhall Colliery from them and the Colliery continued to be partly owned by each family in 1855 when Sir Thomas Gresley initiated the proceedings in *Gresley v Mousley*. Nadin's children had inherited his share from their father and his sons Joseph and Nathaniel operated the mine. This will inevitably have brought them into contact with the Earl of Chesterfield as a co-owner. The importance of maintaining good business relations with him must have been obvious to the Nadins who subsequently exchanged mineral rights with the Earl's son in 1869 in a transaction which Dr Owen described as appearing '*to favour Nadin and Company in that it gave them a compact mineral zone of approximately 600 acres which could be worked from a single colliery*'. Their evidence was to prove crucial in *Gresley v Mousley*.

The first question to be decided was whether the £6,940 which Mousley had paid to Sir Roger Gresley for his minerals in 1837 had been less than their market value at that time. Nathaniel Nadin was clear that it was; he told the Court that Sir Roger's 287 acres of coal '*was worth £100 an acre in 1837*' thus valuing it at almost

£30,000.¹⁰ His brother Joseph agreed and added some important information. He claimed that Mousley had written to him and asked him to come to see him at his offices in Derby. At their meeting Mousley had told him that Sir Roger could not pay a large bill for his services and '*he was about to take the minerals under the Common etc as he could not get anything else and was forced to take them*'. Nadin claimed that Mousley had then asked him how much Gresley's 80 acres at Gresley Common were worth to which he had replied that £100 per acre would be a '*low price*' for them.¹¹

On the face of it this was enough in itself to prove an undervaluation since it placed a value on Sir Roger's minerals at Gresley Common alone which exceeded the amount Mousley had paid for his entire mineral estate. By implication Mousley should have passed on this information to his client. No documentary evidence of this meeting was produced by Nadin and he was unable to recall the precise date on which it had taken place. The question allegedly put to him by Mousley was a strange one because Mousley was unlikely to have forgotten that Court Granville, the owner of the adjacent Granville Colliery, had paid £2,000, equivalent to £67 per acre, for 30 acres of Sir Roger's coal at Gresley Common as recently as 1835.

Joseph Nadin also claimed that he had met Mousley shortly after Mousley's purchase of Sir Roger's minerals when Mousley had suggested to him that '*you will join me and we will make a fortune out of them*'. It is, of course, difficult to imagine more damning words from the trusted adviser of a client whom he was alleged to have defrauded. But they also beg the question of why, if Nadin was so confident that there were profits to be made, did such a partnership not materialise? Dr Owen appears to anticipate this by noting that '*Nadin, who had known Mousley for many years, wisely refused*'. However, this ignores the fact that Mousley enjoyed a good reputation during his lifetime and that Nadin told the Court that '*we were particular friends at that time*'.

Another witness called by Sir Thomas Gresley's lawyers was George Williamson, a local mining engineer. He claimed that it would have been worthwhile to sink shafts under the Gresley Hall estate where most of the remainder of Sir Roger Gresley's coal had been located. Williamson was the ground bailiff at the Earl of Chesterfield's Bretby Colliery and a former employee of the Nadins.¹²

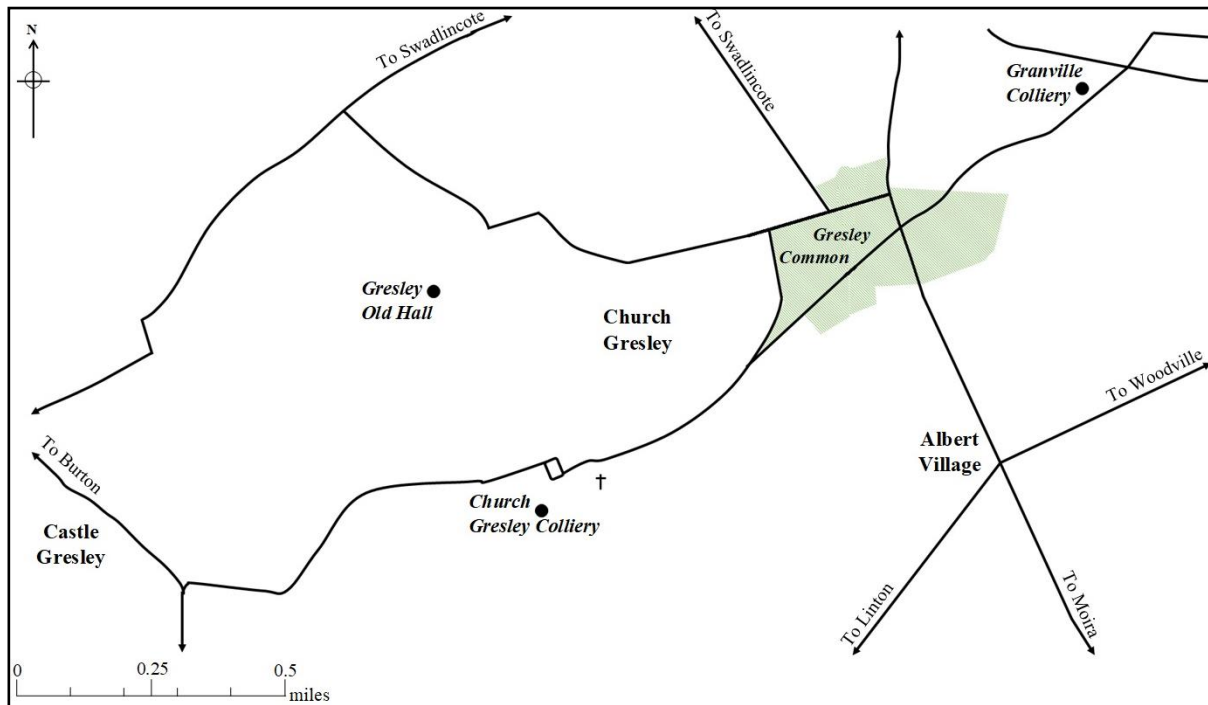
The Nadins cannot have enjoyed an unblemished reputation with the Inspectors of Coal Mines when these proceedings began. In 1854 two men died in a gas explosion at their Stanton Colliery. At that time, before the introduction of mechanical ventilation, underground workings were ventilated by the use of a furnace at the bottom of one of the shafts in order to create a sufficient airflow. However, the Inspector who investigated the incident had been surprised to discover that no furnace had been in use at Stanton and that the miners there had consequently been left unprotected against the ever present danger of methane. In today's world such an omission would almost certainly have led to corporate manslaughter charges being brought against the Nadins but they merely faced a critical report making a number of recommendations including the immediate installation of a furnace and the dismissal of their mine bailiff John Pickering.¹³ Like his employers, Pickering also went on to give evidence for Sir Thomas Gresley in *Gresley v Mousley*.¹⁴

The Defence Witnesses

By contrast with the Nadins, one of the defence witnesses enjoyed a stellar reputation. John Thomas Woodhouse was a highly respected mining engineer and surveyor who later became a Royal Commissioner.¹⁵ As Dr Owen puts it, '*His enormous knowledge of all aspects of mining technology and colliery management and his insatiable appetite for work caused one mining inspector to comment that he was 'like an oasis in the desert of the Midlands counties*'.

In addition to his formidable talents and experience, Woodhouse was in a unique position to assist the Court because in 1837 he had been agent to the owners of both of the collieries adjoining Sir Roger Gresley's coal, Granville and Church Gresley respectively. He rejected the claim that Mousley had underpaid and explained that the opening of the Ashby to Burton-on Trent railway 12 years later, with a railhead at Church Gresley, had greatly increased the demand for coal produced there. Referring to the 30 acres of coal at Gresley Common which Sir Roger had sold to the owner of Granville Colliery in 1835 he told the Court that '*they were not of any value to anyone except Mr Granville*'.¹⁶ This was a very important point but not one which the Judge, Sir John Stuart, appeared to grasp.

Woodhouse also explained that Gresley Common and the Gresley Hall estate were separately located and that it would have been impossible to mine the coal at Gresley Hall from shafts sunk at Gresley Common. This was because the '*tongue*' of land between existing underground workings was too small to provide any new



Church Gresley and Castle Gresley in 1837

colliery sufficient room for manoeuvre when creating an underground link between the two locations. This contradicted the evidence of Joseph Nadin who claimed that it would even have been possible to mine Sir Roger's coal at Castle Gresley, which lay beyond Gresley Hall, almost two miles from Gresley Common. At that time, underground workings were restricted to a relatively short distance from the shafts not least because, as previously noted, the mechanical ventilation of coal mines was not yet available. Although Woodhouse did not mention it, Sir Roger Gresley did not own any of the land between the Gresley Hall estate and Gresley Common so any purchaser would have also needed to acquire the necessary mineral rights.

Another of the witnesses called by John Mousley was John Boot, a mining surveyor from Nottinghamshire who claimed to have extensive experience of the South Derbyshire Coalfield. Like Woodhouse, and unlike the Nadins and their associates, he appears to have been totally independent of both parties. He calculated that Sir Roger had sold 287 acres of coal seams to Mousley but, in sharp contrast to the Nadins, he told the Court that '*£2,000 would have been a very large sum to be given for them by an independent purchaser in the year 1837*'. Although the existence of coal under Gresley Common was well established the uncertainties associated with the seams under the Gresley Hall land meant that '*no speculator would have been found for it*'.¹⁷

The market conditions facing Sir Roger Gresley when he needed to sell his coal seams in 1837 were in fact those of a monopsony, a market in which there is only one purchaser. This was Court Granville at Gresley Common and the Marquis of Hastings, the owner of the neighbouring Church Gresley Colliery, at Gresley Hall. A sale at full market value was only possible when these potential purchasers needed to acquire more coal seams in order to extend their own collieries' underground workings. In 1837 Sir Roger Gresley had been facing severe financial difficulties but his need to sell had not been matched by any need on the part of these potential purchasers to purchase or, as was more common practice, to lease his coal.

In the event, as Dr Owen records, it would be another 12 years before more of Sir Roger's coal would be needed by the Granville Colliery and no less than 29 in the case of the Church Gresley Colliery. Even then, unlike Mousley who had paid in full at the outset, the Granville purchase in 1849 provided for payment to be spread over eight years while at Church Gresley a mining lease was agreed in 1866. The £100 per acre price paid by the Granville Colliery for the remaining 80 acres of coal at Gresley Common in 1849 was 50% higher than its owner had paid in 1835 and was consistent with Woodhouse's point that the opening of the Ashby to Burton-on-Trent railway had greatly increased the demand for Church Gresley coal.

In 1837 Sir Roger's only option was to sell to an '*independent purchaser*' who, faced with the geological risks and the cost of sinking shafts and developing new mines, could be expected to pay far less than the owners of

adjacent collieries. The Nadins made no allowance for this in the valuation they supplied to the Court or for the fact that in 1837 the new railway was still 12 years away.

John Mousley's Missed Opportunities

When Sir Thomas Gresley's lawyers inspected Mousley's account books in 1856 as part of the discovery process they made detailed notes of any charges for work relating to Sir Roger's minerals. However, they submitted only carefully selected extracts to the Court.¹⁸ Their strategy was to portray Mousley as Sir Roger's agent and one who had failed to seek a buyer for his minerals before acquiring them himself. Entries in the original unedited notes however appear to disprove this.¹⁹

The Court was told that Sir Roger had offered to sell all of his coal to the Marquis of Hastings in 1833 for £6,000 but that his offer had been declined. However, further entries withheld from it reveal that the effort to sell to Hastings had not stopped there. In July 1836 Mousley had billed Sir Roger for attending him to discuss the possibility of selling the coal under *'Brown's farm'* that is to say the Gresley Hall estate. Then on 3 February 1837 he billed Sir Roger for *'entering into several negotiations with you for Lord Hastings'*. In the absence of any other explanation it seems clear that this last entry relates to a final attempt to achieve a sale to Hastings. This clearly failed and Mousley's own purchase followed a fortnight later.

These records were, of course, available to John Mousley in his own offices but he did not submit them to the Court presumably because he had not found them. Had he been aware of these negotiations he could also have asked Woodhouse, who had been Hastings' agent at the time, to testify about them but they were not included in Woodhouse's evidence. A similar omission was perhaps even more damaging to the defence case. An entry from 1826 recorded that Mousley had billed Sir Roger for *'Attending yourself and Mr Cooper and also Messrs Daykin and Walker this day and several preceding days on the subject of your coal property'*. Daykin and Walker were minerals valuers and their written report was discovered by Sir Thomas Gresley's lawyers at Mousley's offices. They claimed that it had been withheld from Sir Roger by an unscrupulous Mousley who had learned from it the true value of Sir Roger's coal whilst his client had taken little or no interest in it. If submitted to the Court this 1826 entry would have demolished that claim since there would have been little or nothing for Sir Roger to discuss with Daykin and Walker if they had not already submitted their report to him. The fact that these discussions took *'several days'* also demonstrates that Sir Roger had taken a keen interest in the value of his coal and had been thoroughly briefed about it by professional advisers independent of Mousley.

The further significance of this entry lay in its reference to *'Mr Cooper'*. Joseph Nadin told the Court that *'Mousley had the entire management and control of all Sir Roger's affairs and always represented that he had'*. This, of course, implied that Mousley had been Sir Roger's agent as well as his solicitor but that was not the case. Sir Roger's agent was a man called Henry Cooper and his presence at the meetings with Daykin and Walker in 1826 confirmed his involvement in minerals matters. Cooper's role was long standing; in a letter to him in 1817 the young Sir Roger noted that Cooper had been *'deputed to superintend my estates'* and expressed his full confidence in him.²⁰ Cooper continued to serve Sir Roger until the latter's death in October 1837 by which time he was being assisted by his son, Henry Philip. In its report of the funeral the *Derby Mercury* noted that *'Mr HP Cooper (Agent)'* rode at the head of the procession while his father rode in the coach preceding the hearse traditionally reserved for the pall bearers.²¹

Having not been made aware of Sir Roger's long series of meetings about his with Daykin, Walker, Cooper and Mousley, the Judge accepted Nadin's account and disregarded the evidence of Charles Clarke, Mousley's former partner, and Edward Field, a former clerk, that Mousley had not been Sir Roger's agent. He also ignored that of another former clerk, William Ball, that Cooper and his son - and not Mousley - had received Sir Roger's rents.

The false claim that Mousley had been Sir Roger's agent implies cynicism on the part of Sir Thomas Gresley's solicitor, John Welchman Whateley. He had earlier represented Sir Thomas's father, Sir Nigel, who following Sir Roger Gresley's death had brought the case of *Gresley v The Earl of Chesterfield* in order to ensure judicial supervision of the administration of his cousin's estate. In responding to those proceedings, Mousley, as the Earl's solicitor, had made a written submission to the Court in which he explained that he was also the Earl's agent but that he had only been Sir Roger's solicitor. This was never disputed at the time and Whateley must have been well aware both of that and of the role of the Coopers, which continued during the administration of Sir Roger's estate.²²

Following Sir Roger's death the Coopers had moved to Cheshire where Henry Philip had found employment in the management of the Hooton Hall Estate. It's owner was another of Mousley's clients and the position had almost certainly been secured by Mousley for Henry Philip who would otherwise have faced the loss of his livelihood when Sir Roger's estate was broken up to pay his debts. His father Henry's death was announced in the *Derby Mercury* on 21 February 1855. Sir Thomas Gresley initiated his proceedings against the Mousleys precisely two months later on 12 April by issuing a Certificate of Pending Litigation. This timing may, of course, have been coincidental but it must have been obvious to Whateley that, had he lived, Henry Cooper's evidence could have proved fatal to his case.

The Court of Appeal not only upheld the original verdict but also ruled that, despite the existence of a signed receipt, there was insufficient evidence that the £6,940 price had actually been paid by Mousley to Sir Roger Gresley. In so doing they solved the problem which had so concerned them that their verdict might force Sir Roger's widow to pay a bill when she had not brought the claim herself. The result of the case must therefore have been a financial as well as a reputational disaster for the Mousleys. They were required to re-convey the minerals to Sir Thomas Gresley, together with the stage payments made to their father by Court Granville following the agreement to purchase the remaining coal under Gresley Common in 1849, whilst receiving nothing in return for the original purchase money. As noted earlier, they are likely to have also faced the unwelcome prospect that, with their father effectively branded as a fraudster, the £12,467 owed to their father by the Earl of Chesterfield was irrecoverable.

The Reaction to the Verdict

An article criticising the verdict was published in the *Derby Mercury* on 21 July 1858.²³ Its author wrote:

'The particular features of this case are that the sale took place 21 years ago; that both the vendor and the purchaser are now dead; and that consequently little can be ascertained as to the exact particulars of what took place when the conveyance was effected. For all we can say to the contrary, Sir Roger may have been compelled to realise at some time or other and Mr Mousley may have given more than could have been obtained elsewhere. Had both parties been living to answer for themselves, it is quite possible that the transaction might have appeared highly creditable to Mr Mousley, instead of being dishonourable, as Sir John Stuart's judgement implies it to be.'

This article had first appeared in the *Birmingham Daily Press*. Birmingham was where Whateley was based so it is at least a possibility that it's anonymous author, almost certainly a lawyer, knew more about how the case had been won than he could reveal. The sentiments expressed in the article were in any event not new. In 1829 when considering the limitation period in real estate cases, the Real Property Commissioners for England and Wales commented that '*Experience teaches us that, owing to the perishable nature of all evidence, the truth cannot be ascertained on any contested question of fact after a considerable lapse of time*'.²⁴ I hope that the wisdom of those words in relation to the case of *Gresley v Mousley* is now apparent and that it is also clear that the verdict reached in it represents unreliable evidence of the conduct and character of William Eaton Mousley.

Postscript

Readers of Anthony Trollope's Barchester novels will recall that *The Warden*, published in 1855, was inspired by the scandal of an alleged misuse of charitable funds at an almshouse in Winchester known as the Hospital of St Cross. In the novel the fictional Hiram's Hospital provided a comfortable home for its residents but a dispute arose over the disparity between the meagre income it provided for them and the £800 a year paid to its Warden, Septimus Harding.

In 1854, when Trollope was writing *The Warden*, the Attorney General issued legal proceedings against the Earl of Chesterfield²⁵ on behalf of the newly established Charity Commission over a similar but more serious scandal which had left the residents of another charity-owned almshouse close to destitution. Until Mousley's death in January 1853, and presumably on his advice, the Earl had paid £13 a year for the upkeep of the almshouse known as Dormer's Hospital at Wing in Buckinghamshire where he had previously owned an estate. However, he subsequently decided to make no further payments, arguing that those made in the past had been purely voluntary. John Mousley, who had been his father's partner in his legal practice, therefore notified the Earl's local representative that the payment due in March 1853 would be the last. The Earl thus retained the charity's property for himself whilst failing to provide for the upkeep of the almshouse and its residents.

The case of Attorney General v Chesterfield was widely reported in the press so Trollope may well have read about it. In *Barchester Towers*, which he began writing in 1855, he introduced the character of the clergyman Dr Vesey Stanhope whom he described as '*among the greatest of the diocesan sinners*'. Stanhope was, of course, the Earl's family name and this appears to have been a thinly veiled reference to him.

The Earl was well known for the time he spent in Italy, where he introduced fox hunting to Rome in 1840, and for entertaining on a grand scale. In the novel Stanhope is summoned back to Barchester by a new Bishop after spending the last 12 years in Italy where his '*hospitable villa on the Lake Como is so well known to the elite of English travellers*'. His sin was to receive an income whilst doing nothing in return and he was mercilessly ridiculed by Trollope. His going to Italy had '*been attributed to a sore throat and that sore throat, though never repeated in any violent manner, had stood him in such stead, that it had enabled him to live in easy idleness ever since*'. Trollope described his fictional Stanhope as '*heartless*', a word which the residents of Dormer's Hospital might with some justice have used to describe George Stanhope, the 6th Earl of Chesterfield.

In his autobiography Trollope recorded that '*In 1864 I received the honour of being elected to the Athenaeum. For this I was indebted to the kindness of Lord Stanhope and I never was more surprised than when I was informed of the fact*'.²⁶ Lord Stanhope was the Earl's son. Trollope offered his readers no explanation of why he was so '*surprised*' but perhaps he felt that it spoke for itself.

Notes and References

1. Derbyshire Record Office (DRO), D653/A/PI/9/1, Copy deed of gift from W E Mousley of a piece of ground in Church Gresley for the site of a church and churchyard, 26 Aug 1845.
2. *Derby Mercury*, 12 January 1853.
3. DRO, D77/7/1, Legal papers relating to the case of Gresley v Mousley.
4. Colin Owen, *The Leicestershire and South Derbyshire Coalfield 1200-1900*.
5. DRO, D77/7/1/34, Gresley v Mousley Copy Judgment, April 1859.
6. Confusingly, the Earl was named as a "defendant" in the Bill of Complaint despite being a supporter of it. This enabled him, in common with Sir Henry des Voeux, to be legly represented whilst not joining Sir Thomas Gresley in bringing the complain himself.
7. The National Archives (TNA), C 15/97/C22 Bill in case of Earl of Chesterfield v Mousley, Court of Chancery, 1854.
8. Biography of George Stanhope, 6th Earl of Chesterfield (1805-1866), www.nottingham.ac.uk/manuscriptsandspecialcollections/learning/biographies/.
9. For more about Mousley's family, see Joan D'Arcy, 'Exeter House, Derby', *Derbyshire Miscellany*, Vol. 21 Pt 1, Spring 2016.
10. DRO, D77/7/1/5, Brief for the examination of Nathaniel Nadin, George Williamson and John Pickering, [1857].
11. DRO, D77/7/1/25, Evidence of Joseph Nadin, 22 August 1856.
12. DRO, D77/7/1/14, Office copy affidavit of George Williamson, 13 March 1858.
13. Reports of Inspectors of Coal Mines, Report by Charles Morton, year ending 30 May 1855, accident No 33, cited by Owen, 1984.
14. DRO, D77/7/1/24 Draft affidavits of George Pickering, undated.
15. *Royal Commission on Coal Supply, 1866-71*.
16. DRO, D77/7/1/16, Depositions summarising evidence of Joseph Nadin, Benjamin Soars, Charles Few, Frederick Wadsworth, Nathaniel Nadin and John Pickering, 22 April 1858.
17. *Ibid*.
18. DRO, D77/7/1/45, Copy of selected entries in the day books of Messrs Mousley and Clarke and of Messrs Mousley and Barber, 1826-37, made 1858.
19. DRO, D77/7/1/39, Copy minutes taken in inspecting books and documents at Defendants J H Mousley's agents in London and at Defendants J H Mousley's office in Derby, 1856.
20. DRO, D77/4/13/4, in bundle of estate and business correspondence from Henry Cooper, 1816-22.
21. *Derby Mercury*, 1 November 1837.
22. TNA, C 13/1944/13 Bill and answers in Gresley v Earl of Chesterfield, Court of Chancery, 1841.
23. *Derby Mercury*, 21 July 1858, 'The Reverse Action of Chancery'.
24. *First Report of the Real Property Commissioners*, Parliamentary Papers 1829, Vol. X, p. 1, 40.
25. TNA, C 15/85/A35 Bill, interrogatories, answer and demurrer in case of Attorney General v Earl of Chesterfield, Court of Chancery, 1854.
26. *Autobiography of Anthony Trollope*, 1883, Floating Press edition, p182.

In memory of Dr JOAN D'ARCY

Died on 19 July 2020, aged 80

It was with great sadness that we heard of the death of Dr Joan D'Arcy. She had been a stalwart and long-standing committee member of the Local History Section since 1991 - nearly thirty years. She was Chairman of the Committee from 2017 to her death, Vice-Chairman from 2015-17 and occasionally gave winter lectures for the Section.

When Dr Dudley Fowkes retired at the end of 2017 as Editor of *Derbyshire Miscellany* after 35 years, Joan was a very supportive member of the new Editorial Panel which was set up to help Dudley's assistant, Jane Steer, publish *Miscellany*. Not only did she help edit the articles but, from 2003, wrote articles for publication herself. These included:

- Tracing the 12th century foundation of Becket Well, Derby
- Exeter House, Derby
- An early 19th century Light Show. How Derby celebrated the surrender of Napoleon, June 1814
- The Ordnance Depot, Derby and its later owners 1805-1966 by Joan D'Arcy and Jane Steer
- A 17th Century Farmhouse Dairy, Stone House Prebend, Derby
- From Religious Oratory to Spar Manufactory – the development of the site of St Helen's, Derby. Part 1: St Helen's Oratory and Hospital

BECKY SHELDON

The New Editor for *Derbyshire Miscellany*

The Local History Section are very pleased to be able to welcome Becky Sheldon as the new Editor of *Derbyshire Miscellany* in January 2021. She will be taking over from Jane Steer who was Assistant Editor from 1988 and Editor since the retirement of Dudley Fowkes in 2017.

Raised in Long Eaton, Becky has been an Archivist at Derbyshire Record Office since June 2009, having read History and Politics at University of Nottingham and completing a Masters degree at the University of Aberystwyth. She says the joy of working in the record office is discovering the stories of ordinary people and places, their everyday lives, and how national and global events often conspire to disrupt and influence them. Becky is also honorary secretary for the Derbyshire Victoria County History Trust and the Derbyshire Record Society.

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