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THE SCHAGH HALMOTE COURT ROLL, 1401

Early Saddleworth Records - 10

Mike Buckley

This court roll is one of the most important medieval Saddleworth documents to have survived. Only discovered in relatively recent times, this and seven other Saddleworth deeds form part of a large collection of family papers in the Nottinghamshire Archives.^{1,2} The Foljambe of Osberton Collection was deposited in the Archive in 1962 by the Foljambe Family of Osberton, Notts. How the Saddleworth documents found their way into this collection is not clear but it seems possible that it was through the marriage of Jane, daughter of Sir Thomas Assheton, kt, of Ashton-under-Lyne to Thomas Foljambe in the middle of the fifteenth century.³ The documents cover a period 1400-1410, a period when Shawmere was in the possession of the Assheton family. Sir Thomas Assheton was the son of Sir John Assheton, who features in the deeds and was probably responsible for holding the Halmote Court in 1401.

The Shaws and the Radcliffes

The early history of Shawmere and the involvement of the Staveley family, later became the Shaws, has been outlined in earlier articles in the Bulletin.⁴ A number of land grants from Robert de Stapleton to the Staveleys in the first part of the thirteenth century enabled the creation of a large freehold estate within the manor of Saddleworth. By the beginning of the fourteenth century this estate had become a sub-manor. To set the Halmote Court Roll in context the history of the estate in the hundred and fifty years that followed these grants requires closer consideration, particularly of the relationship between the two families, the Shaws and Radcliffes, that held the estate during the fourteenth century.

At the beginning of the fourteenth century the whole of Shawmere had passed to Richard de Staveley, son of Robert de Staveley, the recipient of two of the de Stapleton grants. Apparently, a merchant, active in the wool trade, he appears to have mortgaged the estate at least once to raise finance. Mortgages at this period were frequently secured by a lease of an estate for a period of time to the mortgagee enabling him to collect the rents, effectively as interest. This transaction was with John de Barton of Fryton, a wealthy Northern knight, who had a close involvement with the family in the early years of the century and it apparently ended in 1305 by a transfer of the estate by de Barton back to the Staveleys.⁵ This was not the end of their relationship, however, because in 1308 de Barton registered a claim at the

¹ The author is indebted to Victor Khadem for bringing this document to light and the court cases surrounding the ownership of the Manor of Shaw during the fourteenth century also to Dr David Noy of the Open University for advising on a number of points with the transcription and translation.

² Nottinghamshire Archives (NA), Foljambe of Osberton Collection, the halmote court roll DD/FJ/6/6/20; and deeds DD/FJ/1/265/1-7.

³ <http://www.medievalgenealogy.org.uk/families/foljambe/foljambe.shtml>, accessed September 2018 and W.M. Bowman, *England in Ashton-under-Lyne*, Altricham, (John Sherratt & Son, 1960), pp. 104-6.

⁴ M. Buckley, 'Seeing through a Glass Darkly: An Outline of the Early History of Saddleworth', *Saddleworth Historical Society Bulletin (SHS Bulletin)*, (SHS, 2009), Vol. 39, No. 2, pp.25-50; V. Khadem & M. Buckley, 'Early Saddleworth Records - 6: The Subinfudation of Shawmere'. *SHS Bulletin*, (SHS, 2012), Vol. 42, No. 3, pp. 75-96.

⁵ Richard, son of Robert de Staveley, Querent; John de Barton of Friton and Lucy his wife, Deforciant. 3 messuages, 19 tofts, a mill, 152 acres of land, 102 acres of meadow, 100 acres of wood. and a rent of 7s. 3d. in Quick, to hold from John and Lucy and John's heirs, doing service to the chief lord, Feet of Fines taken at York and Westminster, Octave of Martinmas. 33 Ed I [November 1305] Case 269, File 80, No 13, M. Roper (ed.), *Feet of fines for the county of York from 1300 to 1314*, Yorkshire Archaeological Society Record Series, Vol. 127, (Leeds, 1965), p. 48, no. 247.

Chancery Court at York for £20 owed to him by Richard.⁶ This was probably an agreed debt, arising possibly from trade between them. Another case a few months earlier involving the same Richard and two other Saddleworth men, supports such a conclusion. It was for a debt of 10 marks for a sack of wool.⁷

By 1351 Richard was dead and the Shawmere had passed to his nephew William de Staveley, who by this date had adopted the name William del Shaw. A young man who had only recently come into his inheritance, he was possibly then absent from the district, and also in need of finance. For whatever reason, in 1351, he transferred the Shawmere estate to John de Radcliffe of Ordsall.⁸ The arrangement was claimed by the Shaws to have been a lifetime lease.⁹ John de Radcliffe was then certainly elderly and perhaps Shaw intended that the estate would before many years revert back to him. The Radcliffes however counter-claimed that it was a complete transfer, a quitclaim of an earlier lease. The life time lease seems credible. Shaw was not at liberty to sell the estate as it had been entailed to his ancestors and their male descendants in perpetuity by an entail created in 1293¹⁰ and this entail had apparently been reinforced in another transaction between John de Barton and Richard de Staveley in 1328, in which John de Barton quitclaimed any remaining interest in the estate and entailed it to Richard, Richard's brother Edmund de Staveley, and Edmund's legitimate male heirs.¹¹ By 1351 the estate, in accordance with the entail, it was claimed, had descended to William del Shaw, Edmund's son.

It seems certain that John de Radcliffe had taken possession of the estate about this time. He had built an oratory, a private chapel, at his house at Ordsall which had been licensed by the Bishop in 1362 for two years and when the license was renewed in 1364 after his death, it was granted, not to John, but to his son Richard. In accordance with the lifetime lease the Shaw estate should have reverted back to William after John de Radcliffe's death. But it did not and, with William's apparent agreement, the Radcliffes stayed and by 1376 Richard de Radcliffe had built another oratory at Shaw Hall for which he received a license together with that at Ordsall. A similar license in 1383 to Richard's son, another John de Radcliffe, implies the Radcliffes were then still in residence at Shaw Hall.¹² However with the death of Richard in 1380 the matter of the Radcliffes continued residence appears to have become an issue with William del Shaw and, possibly with the agreement of John de Radcliffe, Richard's son, he took possession of the estate. It is possible that William had been absent from

⁶ The National Archives (TNA), Recognisance. Richard, the son of Robert de Staveley del Shaghe. acknowledged that he owed Sir John de Barton de Fryton, knight, £20 which he was obliged to pay by the Feast of St Peter ad Vincula in the thirty second year of the reign of King Edward, son of King Henry [1 August 1303], Given at York 10 January I Edward II [1307/8], C 241/55/1.

⁷ TNA, Recognisance. Richard, the son of Robert de Staveley of Sadelworth, John del Schagh of Sadelworth and Henry son of Adam de Sadelworth to Nicholas son of James le Flemmyng, citizen of York, for a sack of wool valued 10 marks sold to them at the Festival of Pentecost 35 Edward I [14 May 1307]. Given at York, 15 June 1307, C 241/53/68.

⁸ TNA, Charter dated 10 December 1351 and recited in various court cases, between the Shaws and the Radcliffes as evidence, e.g. in 1392, KB 27/526, and 1402, JUST 1/1517 m17 et seq.

⁹ TNA, Assize held at York, Thursday, on Thursday in Easter week, 3 Henry IV, [30 March 1402], between Sibyl, who was wife of Roger de Fulthorp, kt, and Robert del Shagh, Ralph del Shagh, John del Shagh and Laurence del Shagh, claiming that they had disseized her of her free tenement in Whyke and the Manor of Shagh, JUST 1/1517 m17 et seq.

¹⁰ West Yorkshire Archives (Huddersfield), Deed of Feoffment from William Welefed, chaplain, to Robert, son of Richard le Bronn of Staveley of all his messuages, lands and tenements in Sadulworthefrith in the Vill of Quike. Given at Sadilworth on the Sunday next after the Feast of the Apostles Philip and James, 21 Edward I [3 May 1293.], DD/WBD/X/63.

¹¹ TNA, Quitclaim from John de Barton de Fryton, kt to Richard de Staveley, Edmund, Richard's brother and Edmund's wife Joan dated 20th June 1328. Quoted as evidence by Robert del Shagh in Assize case of 30 March 1402 above, JUST 1/1517 m17 et seq.

¹² Bishop's license communicated by V. Khadem.

Saddleshworth up till this point; in 1379 Robert del Shagh, merchant, William's son, headed the list of those paying poll tax.¹³ Whether William del Shaw's entry into the estate was with the agreement of John de Radcliffe or not, John took no action at this time against William in the courts. However Richard de Radcliffe's widow, Sibille de Radcliffe, was less content with the circumstances and felt that her dower rights to a third of her late husband's estate, were being denied. She brought a suit against William at the York Assizes in May 1382 for excluding her from what she claimed was her entitlement.¹⁴ Sibille was successful and gained control of her third of the estate. But the dispute did not end and in 1385 William brought a case to recover the land she held.¹⁵ It is interesting that the claim was not addressed just to Sibille alone but also to three others: John Holynworth, John Whitelee, chaplain, and Richard Haukeserd. These were local names and it seems likely were her tenants; Richard Hawkyard may have been her steward and appears in other later court actions and John Whitelee possibly the chaplain who had served at the oratory. A field at Wallhill was called the Priests Field in 1770.¹⁶

William's attempt at recovering Sybille's third of the estate were in vain and made more difficult by the fact that it soon fell into the hands of the King. Sometime after her successful court case in 1382 Sibille had remarried; her husband Sir Roger de Fulthorp, an important judge of the Common Pleas. This, however, did not work to her advantage in securing her claim, as might have been expected. Roger, the victim of powerful political enemies was convicted of treason and, narrowly escaping with his life, forfeited all his land and was banished to Ireland. Sibille's dower was forfeited with the rest of Roger's estate. Following his conviction, an inquisition was held on the 6th October 1388 to determine the extent of Roger's estate at which it was reported that:

'he held tenements in the town of Quy worth £4 net yearly by right of Sybil his wife who holds them for life as dower of the inheritance of Richard de Radclif, formerly her husband.'

Also that 'She has received the rents, farms, and profits for Whitsuntide term last past and is to answer the kings therefore.'¹⁷ The land remained in the hands of the king for the next five years, the revenues briefly being farmed to tenants, but after 1389 being collected by the king's clerks for her maintenance.¹⁸

Roger died in 1392 and a further inquest provided a fuller description of the confiscated dower land:

'Roger de Fulthorp, knight, held 6 messuages and 80 acres of land and meadow in Quy, worth £4 net yearly, of John duke of Lancaster by knight service as dower of

¹³ TNA, Lay Subsidy, 2 Richard II [1378-9], Qwyk, E 179/206/49.

¹⁴ TNA, Assize held at York, Monday in the first week of quadragesima, 6 Richard II, [9 February 1383], Sybil who was the wife of Richard de Radclyffe by John of Padyngton or William de Waldby against William del Shagh of a plea of Novel Disseizin, JUST 1.

¹⁵ Assize held at York on Wednesday next after the Feast of St Mathew the apostle 9 Richard II. [27 September 1385]. Between William del Shagh and Sybil who was the wife of Richard de Radclyffe, John Holynworth, John Whitelee, chaplain, and Richard Haukeserd that they had disseized him of a free tenement in Quyke viz. three messuages, nineteen tofts, a water mill, 152 acres of land, 102 acres of meadow, 100 acres of wood and 6s 3d of rent. TNA, JUST 1/1139.

¹⁶ M. Buckley et al., *Mapping Saddleshworth II*, (Saddleshworth Historical Society, 2010), p. 81.

¹⁷ *Calendar of Inquisitions Miscellaneous (Chancery) - Preserved in the Public Record Office*, vol. 5, 140. Inquisition taken before John Godard, knight, escheator in co. York. Ledes. 6 October, 12 Richard II (1388), (HMSO, 1962)

¹⁸ *Calendar of Patent Rolls*, vol 4, 1388-1392, 13 Richard II (July 21 1389), Westminster. m. 30, 'Grant, by advice of the Council, in consideration of her great poverty, to John de Stanley, Robert de Faryngton, king's clerk, and Master Roger de Faryngton, clerk, nominated by Sibyl, wife of Roger de Fulthorpe, of the lands, rents. etc. in the counties of York and Lancaster which she had before she was married to him, now forfeited by the judgement in Parliament against him, which are extended at 20 marks a year or less; to hold, in aid of her maintenance, during his life, without rendering aught thereof. By p.s.' (HMSO, 1902).

Sybil his wife of the inheritance of Richard de Radcyff, formerly her husband'.¹⁹

The forfeited land was returned to Sibille following the inquest.²⁰

William del Shaw nevertheless continued his claim in the courts, bringing a case against Roger de Fulthorp in 1389²¹ and later against the kings clerks and again in 1396 against Sibille who had now regained possession of her land.²² Despite claim and counter-claim there appears to have been no resolution. All witnesses to the grant of 1351 were dead so the exact nature of the grant, whether it was a life time lease or a complete conveyance, could not be ascertained. That both Sibille and William continued to occupy their respective parts of the Shawmere estate land is supported by a 1397/98 Saddleworth manorial rental in which it is recorded that William del Shaw and Sibille de Fulthorpe both paid chief rents.²³

William was dead by 1401 and his son, Robert del Shaw, had inherited the estate. As noted earlier, he is probably the Robert del Shagh, merchant, who, together with his wife, headed the list of Saddleworth people paying poll tax in 1379. Robert appears to have been absent from Saddleworth when he inherited the estate and in 1401, as can be seen from the Halmote Court rental, the Hall was then tenanted. On August 14th of that year he mortgaged it to Sir John de Assheton, John de Dukinfield and John de Wood, the consideration being a peppercorn rent for eighteen years and thereafter a rent of £40 per annum.²⁴ It is this context that the Holmote Court was held by the mortgagees four days later. It is also significant that both documents refer to the estate as the Manor of Shagh. This is the first time the description appears.

Strife between Sibille de Fulthorpe and the del Shaws did not end with the death of William and the emergence of Sir John Assheton and his partners as the new occupiers of the manor. The tables were now turned once again and Sibille, having weathered the storm of her husband's banishment and having succeeded in regaining her dower lands, by 1402 appears to have lost them to Robert del Shaw. In an assize case of that year she claimed that Robert had disseized her of her estate and that the whole Manor was rightfully hers.²⁵ The defendants were Robert del Shaw, Ralph del Shaw, John del Shaw and Laurence del Shaw who, we may

¹⁹ *Calendar of Inquisitions Miscellaneous (Chancery) - Preserved in thye Public Record Office*, vol. 6, (HMSO, 1963), no. 37. Inquisition held by virtue of a writ before Richard Basy, escheator in co. York. York Castle. Monday before St. Philip and St. James 16 Richard II (1393).

²⁰ *Calendar of Close Rolls, Richard II: Vol. 5, 1392-1396*, ed. H.C. Maxwell Lyte, (London, 1925), 3 May 1393, To Richard Basy escheator in Yorkshire, Order to remove the king's hand and meddle no further with six messuages and 80 acres of land and meadow in Quyke delivering to Sybil wife of Roger de Fulthorp knight any issues thereof taken since his death. p. 59.

²¹ TNA, Assize held at York in the first week of quadragesima, 12 Richard II. [8 March 1389]. Between William del Shagh and Roger de Fulthorpe, Kt and Sibilla his wife, John Radcliffe of Ordissale and Richard Haukeyerd who have unjustly disseized him of his free tenement in Quick and thereby disseized him of 3 messuages, 19 tofts, one watermill, 52 acres of land, 102 acres of meadow 100 acres of wood 7 shillings and 3 pence of rent with appurtenances, JUST 1/1500.

²² TNA, Assize held at York on Thursday, the Vigil of St Bartholomew the apostle 15 Richard II [23 Aug 1391]. Between William del Shagh and Sir John Stanley, kt, Robert de Faryngton, clerk, Mr Roger de Faryngton, clerk, John de Radclyffe de Ordessale and Richard Haukeyerd. TNA, KB 27/526. Also assize held at York on Friday, on the day after St Bartholomew, the apostle, 20 Richard II [25 August 1396] between William del Shaw of Saddilworthfryth and Sibille who was wife of Roger de Fulthorpe kt, John de Radcliffe de Ordesale & Richard Haukeyerd. JUST 1/1507.

²³ Lancashire Archives (LA), *Rental of Assheton, Staveley, Longdendale and Sadyllworthe Frythe* (Staveley Rental), dating from the end of the fourteenth and beginning of the fifteenth century. This manuscript is described in *England in Ashton-under-Lyne*, pp. 48, 50 and was then in the Stamford and Warrington Estate Office. Its whereabouts is now unknown but Bowman's notes on the Rental have been deposited in Lancashire Archives, DDX 350.

²⁴ NA, Grant, Robert son of William de Schaghe to John de Assheton, kt., John de Doconfeld and John de Wodde. Manor of Schaghe in Qwyke, 14 August 1401, DD/FJ/1/265/1.

²⁵ TNA, Assize held at York on Thursday in Easter week, 3 Henry IV [30 March 1402]. Between Sibyl, who was wife of Roger de Fulthorp, kt, and Robert del Shagh, Ralph del Shagh, John del Shagh and Laurence del Shagh that they had disseized her of her free tenement in Whyke and the manor of Shagh, JUST 1/1517 m17 et seq.

assume, were all sons of the deceased William. As before the case hung on whether the deed of 1351 had been a lifetime lease or was in fact a conveyance. There was no apparent resolution of the issue and in 1407 the claim was again taken to court, this time against a wider group which included the same parties together with John de Assheton, two other de Asshetons, another party, Robert de Hopton, and another del Shaw.²⁶ Again the matter was unresolved.

A factor behind Sibille's persistence in pressing her claim was no doubt the support of another powerful northern knight, Sir William de Harrington of Hornby. Harrington had agreed that his daughter would marry Alexander de Radcliffe, the great grandson of Sibille's late husband, Richard de Radcliffe. The agreement appears to have been entered into soon after Alexander's birth and is referred to in a deed of 1403 between Harrington and Hugh de Standish, Alexander's grandfather, whose daughter Clemence had married John de Radcliffe, Jnr, Alexander's father.²⁷ Harrington wished to see the Shawmere estate descend to Alexander and was prepared to assist Sibille in her suit to recover it. A key issue in the dispute was sixteen title deeds to the Shawmere estate which had been given to Hugh de Standish by the Radcliffes as security for Clemence's dower.²⁸ Harrington wished to present these as evidence at the court and in another charter of 1408 entered into an agreement with Standish for their loan.²⁹ Even with the deeds it appears that Sibille was unable to prove her case and the parties, possibly at the insistence of the court, agreed to settle the dispute by arbitration. A final agreement was reached in 1410 which was recorded in another charter.³⁰ It was agreed that Robert del Shaw would permanently convey the Manor to William de Harrington for 270 marks. This apparently took place and in 1430, following his marriage, Alexander Radcliffe entered into the estate as part of his wife's dower. From this time onwards Shawmere was held by the Radcliffes until they sold it in 1604 to William Ramsden. Shaw Hall followed in 1611. Family trees of the Shaws and the Radcliffes are shown in Figures 1 - 4.³¹

The Manor of Shaw

As we have seen Shawmere was formed by a series of thirteenth-century land grants from the Stapletons to the de Staveleys. It is clear from the charters that these were intended to be freeholds within the manor of Saddleworth, with the same rights as other freehold grants of the time. They came with rights of common, with service obligations such as the need to attend the lord's courts, to grind corn at his mill and with restrictions on hunting, enclosure and use of

²⁶ TNA, Assize held at York Thursday in Easter week 8 Henry IV [28 March 1407]. Between Sibyl, who was wife of Roger de Fulthorp, kt and Robert del Shagh, John de Asseton, kt., Ralph de Assheton, Peter de Assheton, Robert de Hopton, Ralph del Shagh, John fil William del Shagh, Lawrence del Shagh and Nicholas fil Edmund del Shagh, of her free tenement in Quyk and manor of Shagh, JUST 1/1517 m66 et seq.

²⁷ LA, Agreement between William de Harryngton, Kt on the one part and Hugh de Standish on the other, 20 August 1403, P156/2. This is a photocopy of the original which is in the East Sussex Record Office.

²⁸ See LA, Agreement between John de Radcliffe of Ordsall, Hugh de Standish and Henry de Trafford, 30 April 1387, Standish of Duxbury Collection, DP 397/4/2.

²⁹ LA, Agreement between William de Haryngton knight on the one part and Hugh de Standyssh de Dokesbury senior, on the other, Standish of Duxbury Collection, 4 April 1408, DP 502/1/9/2.

³⁰ NA, Agreement between John de Assheton, knight, on the one part and Robert son of William del Shagh on the other part, 19 April 1410, DD/FJ/1/265/7. Discussions on an agreement had apparently been taking place for some time between the parties. Another charter records an agreement relating to the conduct of the court case, Folger Shakespeare Library/Digital Image Collection, Agreement between Sibelle de Fulthrop and William de Haryngton, kt., on the one part and John de Assheton, kt and Roberet del Shagh on the other part, 22 March 1406, z.c.19 (1) (1).

³¹ The Radcliffe family trees have been compiled from W. Farrer & J. Brownbill (eds) *Victoria County History of Lancashire*, vol. 4, pp. 210-211, and from Tudor Place, <https://www.tudorplace.com.ar/RADCLIFFE3.htm>, accessed August 2108. The Staveley/Shaw trees have been compiled from charters mentioned in the text, other deeds referenced in the two *Bulletin* articles referenced in footnote 2 above and from R.Cunliffe Shaw, *Two Fifteenth-Century Kinsmen, John Shaw of Duckinfield, Mercer, and William Shaw of Heath Charnock, Surgeon, Lancashire & Cheshire Historical Society Transactions*. vol. 110. (1959), p.15 et seq.

the common woodland. But by the early fourteenth century the estate had been transformed into a sub-manor with its own corn mill, its own leasehold and freehold tenants, and presumably its own court to manage estate affairs. That this came about is an indication of the Staveleys' importance and their close relationship with the Stapletons and their successors. There is no indication within the Stapleton charters that Robert de Stapleton intended Shawmere to become a sub-manor. But on the death of Robert de Stapleton in about 1258 the Saddleworth manor descended to Stapleton's two daughters and their husbands, Warin de Scargill and Roal le Butler. It would appear that Warin de Scargill received the hunting rights and Roal le Butler the rents and services.³² It seems most likely therefore that it was le Butler who held the manor of Saddleworth till about 1311 who had allowed Robert de Staveley to form the sub manor with its own mill and court.

This arrangement was clearly in place by 1305 when Robert de Barton transferred his interest in 3 messuages, 19 tofts, a mill, 152 acres of land, 102 acres of meadow, 100 acres of wood and a rent of 7s. 3d. in Quick, to Richard, son of Robert de Staveley.⁵ It has been pointed out elsewhere that the 19 tofts probably represented cottages with a small amount of arable attached possibly sharing meadow and pasture land and that these were a transitional phase of settlement before full enclosure of the common land into distinct tenements or messuages.³³ Although this same description of the estate was used by the Shaws in court cases right into the fifteenth century it is clear from the halmote court roll that by the end of the century the transition from cottages to messuages was complete.³⁴ An exception perhaps was Whitelee Hey and possibly part of Wall Hill, which from the rental appear to have been common pasture and woodland.

At this point it is worth considering the number of tenements. If we assume that each of the 19 tofts was ultimately converted into a tenement or messuage this would yield a total of 21 messuages in Shawmere by 1400. This is almost the same number mentioned in the sales to William Ramsden in the early seventeenth century. Why then are only eleven mentioned in the rental? An earlier explanation for this low number was that Whitelee Hey had then yet to be fully enclosed.³⁵ However, at the time of the rental Sibille de Fulthorpe still held her dower, which in 1393, when in the hands of the King, was described as 6 messuages and 80 acres of land and meadow in Quyk, worth £4 net yearly.³⁶ Added to the 12 messuages (including sub-divisions) mentioned in the rental this produces a number consistent with the number of tenancies in 1305 and 1604. Sibille's six messuages were therefore one third of the total number, her entitlement as dower. It is also worth noting that the total rent excluding the Hall added to the chief rent mentioned earlier of 7s 3d yields a total sum of £8 0s 3d, double Sibille's £4 of dower.

³² The evidence for this is circumstantial. Scargill claimed exclusive hunting rights as is evidenced by a quo warranto inquiry at the Yorkshire assizes held in 1294 when William Scargill was recorded as holding a free chase in 'Sadelworthefrithes', TNA, JUST 1/1101. Roal de Butler on the other hand granted land before 1290 to John son of Robert of Staveley - 'all the lands and meadows which William of the Sykes once held in Sadelworthfrithes, which lies in a place called Dygel', LA, DDL 569. He was also in dispute in 1303 with Richard son of Robert de Staveley who he claimed unjustly disseized him of free tenement in Sadelworth comprising eight acres of meadow with appurtenances, TNA, KB 27/173 m. 34. Furthermore, after his death, his widow, Cecilia, claimed as her dower, a third part of 20 messuages, 24 acres of land, 10 acres of meadow, 60 acres of wood, 60 acres of pasture, 40 shillings of rent, the rent of a pig and half of a watermill with appurtenances in Quyk, TNA, CP 40/189 m. 182. As indicated elsewhere this probably represented all the tenements in Lordsmere at the time, and evidence that her husband had once held the whole, M. Buckley, 'The origins and evolution of a Pennine township: medieval and early modern settlement in Saddleworth' in N. Smith (ed), *History in the South Pennines; the legacy of Alan Petford*, (Hebden Bridge Historical Society, 2016), p. 254.

³³ Buckley, 'The origins and evolution of a Pennine township', p. 248.

³⁴ *ibid.*

³⁵ *ibid.*, 262.

³⁶ *Calendar of Inquisitions Miscellaneous (Chancery)*, vol. 6, no. 37. Inquisition held by virtue of a writ before Richard Basy, escheater in co. York. York Castle. Monday before St. Philip and St. James 16 Richard II (1393), (HMSO, 1963).

Support for the fact that Shawmere at this time was in two separate ownerships is provided by the Staley Rental which lists the Lordsmere freehold and leasehold tenants for the year 1397/8.³⁷ This records that Sibille as well as William de Shaw both paid chief rents to the Lord of Saddleworth. Sibille was also leasing the 'herbage of grenfeld'. It is also significant that in the rental for 1407/8 Sibille is not mentioned and William de Shaw's place in the list of chief rent payers is taken by Robert de Shaw and Sibille's by another William de Shaw.³⁸ This gives weight to Sibille's claim in her court case that she had been disseised by Robert. It follows that the halmote court rental most probably did not cover the whole of Shawmere and excluded the land and tenements held in dower by Sibille. The authority of the court, however, would have extended to the whole manor and Sibille's tenants, as well as the those of the Shaws, would have been subject to its customs, orders and fines. This would go some way to explain why people other than those listed as tenants were fined by the court for misdemeanours.

The relationship between the halmote court and the Saddleworth manorial court (court baron) is not clear. The name halmote it derived from OE *heall*, hall and *gemott*, meeting or assembly, and implies a manor with a hall and domain; a situation that did not apply to the manor of Saddleworth in which the manorial court was referred to as the court baron in later centuries. As freehold tenants of the Saddleworth manor the Shaws paid a chief rent to the Lords of Saddleworth and as such would have been subject to the Saddleworth court's authority. But many of the issues that would have concerned the Saddleworth court in Lordsmere, such as trespass, failing to maintain the property and damage to woodland, the court roll reveals, fell within the powers of the halmote court. Presumably what was left for the Saddleworth court to oversee were rights of commoning, trespass and protection of the game and fish in Lordsmere itself and possibly also in Shawmere (these had been reserved in the thirteenth century grants to the de Staveleys).

The Halmote Court Roll

The Court Roll is written on both the recto and verso sides of a single sheet of parchment approximately 12cm x 30cm. It starts with a list of tenants, together with their annual rents and their service obligations. All these were concerned with agricultural work on domain land attached to Shaw Hall and extended to a few days at different times of the year. Shaw Hall itself was tenanted to a William Harrison. Seven of the tenants listed also acted as jurors. Two of the tenancies were jointly held and two were held by widows. The rents ranged in value from 4s 6d to 24s per annum. However, William Harrison paid 5½ marks (£3 13s 4d) for the domain. One of the tenants, Richard Whitehead also rented the mill at an annual rent of 16s 8d.

Following the rental the court roll goes on to list a series of fines for misdemeanours. These were all for the unauthorised cutting down of trees on the lord's domain, on the tenancies by the tenants and others, and on the commons. Whitelee, Whitelee Hey, Wharmton and Wallhill are specifically mentioned. An order for two enquiries or investigations follow, both concerning William Harrison; one allegation that he had neglected to maintain the manor house and the other that he had cut down '3 oak trees in le Schaghefeld and another 6 oak trees in other places in the Schaghe and ash trees and other various trees in the same places without license'. Harrison pleaded innocent of some of the allegations but accepted others. Following this are two further fines for neglect of housing - Thomas de Fernelegh and Thomas Richardson for their houses and William del Halle for his; both plead guilty. Finally, there are two allegations by one of the jurors that Thomas de Fernelegh had 'quit the house within his holding without representation'³⁹ causing damage to the Lordship 6s 8d' and that he had decimated two ash trees within his holding.

³⁷ LA, Notes on the Staveley Rental, DDX 350.

³⁸ *ibid*.

³⁹ Translation of the Latin *inperorar* is not certain. It may derive from *perorator* 'advocate or spokesperson', in which case the meaning could be without representation. Had Thomas de Fernelegh quit the holding owing 6s 8d of rent?

Day work or boon work on the manorial domain was a common feature of tenure in manors where a domain existed. As a condition of the lease it was in a sense voluntary and contrasts with servile villeinage where tenants were bound to the manor and the obligation and labour services were usually much greater. It is clear that the tenants in Shawmere were free men or 'tenants at will', the term used for leasehold or life time tenants. This was also the situation in Lordsmere. The contrariants' roll of 1322/3 lists Thomas de Holland's tenants and their holdings in 'Sadelworthfryth'.⁴⁰ It describes his tenants as 'free tenants for the term of their life'. Similarly the Staley Rental of 1397/8 describes the non-freehold tenants in Lordsmere as tenants-at-will.⁴¹

Similar arrangements for boon work were in place in nearby Ashton-under-Lyne. The 1422 rental gives a full account of their obligations:

The service of the Tenants is this, that they shall give their presents at Yole every present to such a value, as is written and set in the Rentall, and the Lord shall Feed all his said Tenants and their wives, upon Yole day at the dinner, if them like for to come, but the said Tenants and their wives, though it be for their ease for not to come, they shall send neither man nor woman in their name, but he be their son other their daughter dwelling with them unto the dinner, For the Lord is not bounden to Feed all, save only the good man and his good wife. Also every Tenant that plough has, shall plow two days and he that half plough has, shall plow a day, whether the Lord believer in wheet seeding, other in Lenten seeding; and every tenant harrow a day with their harrow in seeding time, when they bin charged, and they shall cart, every Tenant ten cart full of turve, fro Done a Moss, to Assheton; and shear four days in harvest, and cart a day corne, and they shall pay a principal at their death, that is to wit, the best beast they have, which other deed next after Holy Kirk.⁴²

Whether the obligations of the Shawmere tenants were as well defined and whether they were treated at Christmas is not clear. The boon of giving a 'fat hen' at Christmas to the Lord survived into the eighteenth century. In the court roll the the number of days work required by each tenant on the domain is followed in some cases by 'etcetera' perhaps implying 'if required' or that there were other lesser obligations not listed.

The level of the rents vary, presumably reflecting the size of the tenement. It may be significant that, excluding the rental of the Hall, they average exactly 1 mark (13s 4d) which is the same average as Sibille's rents (£4 for 6 tenements). However, it seems unlikely that individual rents were based exclusively on the area of each tenement. Evidence for this is that assuming tenement boundaries were reasonably stable over the period 1400-1770, the distribution of tenement areas in 1770 does not match the distribution of rents in 1400.

The trees mentioned in the court roll were in the main all timber trees, as opposed to underwood used for firewood and coppice.⁴³ Oaks, ash and aspen were all used for building.⁴⁴ The cutting of staves in Whitelee, however, is probably an example of the latter, as is the general term cutting of wood. Cutting holly is also mentioned indicating this was protected as Holly was valued as a winter feed for sheep and deer.⁴⁵

⁴⁰ TNA, Contrariants Roll, Pontefract Castle and Honor: Sadelworthfryth, SC 6/1145/21. Robert de Holland had held Saddleworth, together with other manors, and his property had been confiscation after his part in the rebellion against the king.

⁴¹ Staley Rental, LA, DDX 350.

⁴² The Rent-roll of John de Assheton, Tempus First of Henry the Sixth, A.D. 1422, quoted in, Bowman, *England in Ashton-under-Lyne*, p. 73.

⁴³ O. Rackham, *Trees and Woodland in the British Landscape*, (J.M. Dent, 1990), p. 10.

⁴⁴ *ibid.*, p. 67.

⁴⁵ A.J. Petford, 'For Their Sheepe in the Winter Season', *SHS Bulletin*, vol. 12, no. 3, (1982), pp. 54-59.

THE SCHAGE HALMOTE COURT ROLL

The names of the tenants and those fined can in some case be identified with names in the Poll Tax some twenty years earlier. Robert Lascelles, appears as Robert Hasteles, Thomas de Whewall (Queuwall, Cwewalle), Robert del Platt, John del Schagh, and Richard Hawkyard (Hawred, Hawkeherd) are all mentioned in 1379. A Thomas del Hall appears in 1379 who was possibly the predecessor of William del Hall. Comparing the names on the court roll with the Staley Rentals of 1397/8 and 1407/8 yields some surprising results. Tenants Adam de Hadurschaghe, Richard Whitehead (Qwyteheved), and William del Hall all appear as tenants-at-will in Lordsmere. This would imply that they were renting multiple properties as investments and that one of the tenements was sub-let. An alternative explanation is that the Lordsmere payments could be for pasture rights or commoning. Out of those fined by the court Richard de Hawkyard was a freeholder in Lordsmere and Robert del Platt a tenant-at-will. But the bulk of those fined were neither tenants of the Shaws nor tenants in Lordsmere. John del Shaw and Lawrence del Shaw were defendants with Robert del Shaw in the court case of 1401 and it appears from the fines that, unlike Robert, they must have been local residents. Henry del Shaw was presumably also a family member living locally. Richard Diconson Hawkyard would appear to be the son of Richard Hawkyard, senior and Robert Lasceles the son of Robert Lasceles senior, deceased; both possibly living with their parents. The remaining names Thomas de Crofte, Nicholas de Hurste, Thomas le Taliur, Roger de Tonalclyf, Cecil de Hertlegh, Thomas Jonson and John de Wordworth could have been tenants in Friarmere or Quickmere, sub tenants, or may have been tenants of Sibille.

Latin text of the Halmote Court Roll

Halmot del Schaghe tent ibidem die Jovis proxima post festum Assumptionis beate marie Anno Regnis henrici quarto post conquestum secundo.

Will[elmu]s Harreson	jur[ator] pur.demayne	v marc vj ^s viiij ^d s[i]n[e] s[er]vic[i]o]
Ux Thome de Crofte	iiij diebus metedo j d[iei] falc[edo]	
	j d[iei] harpicand[o] arr[ado] si etc[etera] fir[ma]	xiij ^s
Ux Rob[ert]i lasteles sen	iiij d[iebus] met[edo] j d[iei] falc[edo]	
	j d[iei] harp[icando] j d[iei] arrad[o] si etc[etera]	xxiiij ^s
Thom[a]s de Fernelegh	iiij d[iebus] met[edo] j d[iei] falc[edo]	
Thom[a]s Richardson	j d[iei] harp[icando] j d[iei] arr[ado] si etc[etera]	xiiij ^s
Ad[a]m de Hadurschaghe	jur[ator] ij d[iebus] met[edo] j d[iei] arr[ado]	
	j d[iei] falc[edo] j d[iei] harp[icando]	iiiij ^s vj ^d
Will[elmu]s del Halle	jur[ator] vj d[iebus] met[edo] j d[iei] falc[edo]	
	j d[iei] harp[icando] j d[iei] arr[ado] si etc[etera]	j marc
Will[elmu]s le Spenser	jur[ator] iiij d[iebus] met[edo] j d[iei] falc[edo]	
	j d[iei] harp[icando] j d[iei] arr[ado]	xxij ^s
Rog[er]us le Deye	iiij d[iebus] met[edo] j d[iei] falc[edo]	
	j d[iei] harp[icando] j d[iei] arr[ado]	xv ^s
Ad[a]m de Hasulgreve	jur[ator] iiij d[iebus] met[edo] j d[iei] falc[edo]	
	j d[iei] harp[icando] j d[iei] arr[ado] si etc[etera]	viiij ^s vj ^d
Gylle de Knothille	iiij d[iebus] met[edo] j d[iei] falc[edo]	
	j d[iei] harp[icando] j d[iei] arr[ado] si etc[etera]	x ^s
Rob[er]tus le Clerke	jur[ator]	
Ric[ard]us Cwythed	jur[ator] iiij d[iebus] met[edo] j d[iei] falc[edo]	
	j d[iei] harp[icando] j d[iei] arr[ado] si etc[etera]	xiiij ^s
Idem Ric[ard]us per molendino		xvj ^s viiiij ^d

Suma fermae

xj^{li} vj^s iiiij^d

mi[sericordi]a ijj	pr[esentatum] est per jur[at] q[uo]d Rob[er]tus de platte t[ra]nsfec[it] in succide[n]do j fraxinu[s] inf[ra] manerum d[omin]is
mi[sericordi]a iiij	Joh[ann]es del schaghe t[ra]nsfec[it] in succide[n]do una[m] fraxin[us] et virgas
mi[sericordi]a ijj	iiij sarcin[ae] et si[cut] decimavit j quercu[s]
mi[sericordi]a ijj	Thom[a]s de Crofte t[ra]nsfec[it] in succidendo una[m] fraxin[us] d[omin]is
m[sericordi]a iiij	henr[icus] del Schaghe t[ra]nsfec[it] in succidendo duas fraxinos fate[tur] et po[nit] [se] in m[sericordi]a
mi[sericordi]a xxd	Ric[ard]us hawkeherd t[ra]nsfec[it] in succide[n]do xj arbores viz de fraxin[os] lentisc[os] holler sive licens d[omin]is
mi[sericordi]a ijj	Idem Ric[ard]us t[ra]nsfec[it] in succidendo una lentiscus inf[ra] ten[ementum] Willi de halle d[omin]is
m[sericordi]a jd	Nich[olau]s de hurste t[ra]nsfec[it] in succide[n]do virg[as] videlicet una sarcin[a] inf[ra] ten[ementum] pred[icti] Willi[elmi] sive lic[ens] d[omin]is
m[sericordi]a jd	Ric[ard]us Diconson hawkeherd t[ra]nsfec[it] in succide[n]do virg[as] inf[ra] ten[ementum] p[re]d[ict]a Willi[elmi]
m[sericordi]a ijj	Thom[a]s le Taliur t[ra]nsfec[it] in succidendo virg[as] inf[ra] man[er]ium de schaghe d[omin]is
m[sericordi]a iiij	Idem Thom[a]s t[ra]nsfec[it] in succidendo j quercu[s] in Cuerneton et inde duce[n]do ex[tra] dominium d[omin]is
m[sericordi]a ijj	Rogerus de Tonalcluf t[ra]nsfec[it] in succidendo j aspe inf[ra] le Wallehille d[omin]is
m[sericordi]a ijj	laurencius del scaghe t[ra]nsfec[it] in succidendo j aspe inf[ra] locu[m]
m[sericordi]a ijj	p[re]d[ict]u[m]
m[sericordi]a ijj	Robertus del platte t[ra]nsfec[it] in succidendo una fraxinu[s] inf[ra] le Cwytlegh d[omin]is
m[sericordi]a vj	Cecil de hertlegh cu[m] familia sua t[ra]nsfeceru[n]t in succidendo virgas div[er]sis temporibus inf[ra] dominium p[re]d[ict]u[m] d[omin]is
m[sericordi]a jd	Thom[a]s de Cwewalle t[ra]nsfec[it] in succidendo virgas vicissim inf[ra] p[re]d[ict]u[m] dominium d[omin]is.

THE SCHAGE HALMOTE COURT ROLL

Translation

Halmot of Schaghe held there on Thursday next after the Festival of the Assumption of the Blessed Mary in the second year of the reign of Henry, the fourth since the conquest [18th August 1401].

William Harreson	Juror. For the domain	5 marks 6s 8d without service
The wife of Thomas de Crofte	3 days reaping, 1 day mowing, 1 day harrowing, ploughing &c rent	12s
The wife of Robert Lasteles, Senior	3 days reaping, 1 day mowing, 1 day harrowing, 1 day ploughing &c	24s
Thomas de Fernelegh	}	3 days reaping, 1 day mowing,
Thomas Richardson		1 day harrowing, 1 day ploughing &c
Adam de Hadurschaghe	Juror. 2 days reaping, 1 day ploughing, 1 day mowing, 1 day harrowing.	4s 6d
William del Halle	Juror. 6 days reaping, 1 day mowing, 1 day harrowing, 1 day ploughing &c	1 mark
William le Spenser	Juror. 3 days reaping, 1 day mowing, 1 day harrowing, 1 day ploughing	22s
Roger le Deye	3 days reaping, 1 day mowing, 1 day harrowing, 1 day ploughing	15s
Adam de Hasulgreve	Juror. 3 days reaping, 1 day mowing, 1 day harrowing, 1 day ploughing &c	8s 6d
Giles de Knothille	}	3 days reaping, 1 day mowing, 1 day harrowing, 1 day ploughing &c
Robert le Clerke		Juror.
Richard Cwythed	Juror. 3 days reaping, 1 day mowing, 1 day harrowing, 1 day ploughing &c	13s
The same Richard for the mill		16s 8d
Total Rents		£11 6s 4d

amercement 2d	It is presented to the jurors that Robert de Platte transgressed in cutting down 1 ash tree within the Manor of the Lord.
amercement 3d	John del Schaghe transgressed in cutting down 1 ash tree and 3 loads of wood and then decimated 1 oak tree.
amercement 2d	Thomas de Crofte transgressed in cutting down 1 ash tree of the Lord.
amercement 4d	Henry del Schaghe transgressed in cutting down 2 ash trees. He confesses and places himself in mercy.
amercement 20d	Richard Hawkeherd transgressed in cutting down 11 trees; that is ash trees, timber trees, and holly without the Lord's license.
amercement 2d	The same Richard transgressed in cutting down 1 timber trees within the holding of William de Halle of the Lord.
amercement 1d	Nicholas de Hurste transgressed in cutting wood, that is one load, within the holding of the same William without the Lord's license.
amercement 1d	Richard Diconson Hawkeherd transgressed in cutting wood within the holding of the same William.
amercement ijd	Thomas le Taliur transgressed in cutting wood within the Lord's Manor of Schaghe.
amercement 4d	The same Thomas transgressed in cutting down an oak tree in Cuerneton and taking it outside the lordship of the Lord.
amercement 2d	Roger de Tonalclyf transgressed in cutting down an aspen tree in le Wallehille of the Lord.
amercement 2d	Lawrence del Scaghe transgressed in cutting down an aspen tree in the same place.
amercement 2d	Robert del Platte transgressed in cutting down an ash tree in le Cwytlegh of the Lord.
amercement 6d	Cecil de Hertlegh with his family transgressed in cutting wood at diverse times within the said lordship of the Lord.
amercement 1d	Thomas de Cwewalle transgressed in cutting wood, again within the said lordship of the Lord.

THE SCHAGE HALMOTE COURT ROLL

m[sericord]ia ijjd	Thom[a]s Jonson t[ra]nsfec[it] in succide[n]do una[m] fraxinu[s] inf[ra] Cwytleghhey
m[sericordi]ia jd	Rob[er]tus lasceles t[ra]nsfec[it] in succidendo xl bacules bosci in le Cwytlegh in temp[or]e virent ad damp[num] d[ominiu]m
m[sericord]ia ijjd	Ad[a]m de hadurschaghe t[ra]nsfec[it] in succide[n]do iij arbores fate[tur] et po[nit] se in mi[sericordi]a
m[sericord]ia jd	Will[ielmus] de halle t[ra]nsfec[it] in succide[n]do j arbore inf[ra] Cwytleghheye po[nit] se in mi[sericordi]a
m[sericord]ia viijd	Joh[ann]es de Wordworth t[ra]nsfec[it] in succidendo om[ni]modas arbores inf[ra] Cwytleghheye ad damp[num] d[ominiu]m no[n] modicu[m].
Inq[uisitio]	Will[ielmus] harreson t[ra]nsfec[it] no[n] sustenendo man[eriu]m del schaghe videlicet architecta[n]do domos et parietes corrigendo a put[re]dis a temp[or]e mortis Willi[elmi] del schaghe usque in hodiernu[s] diem neg[a]t p[er] Inq[uisitio]
Inq[uisitio]	Idem Will[ielmus] succid[e]n[d]o iij quercos in le schaghefeld et alias vj querc[os] in aliis locis del schaghe et fraxinos et alias div[er]sas arbores in ead[em] loco sive lic[ens] fate[tur] de una querc[us] et de reliq[ui]us neg[a]t p[re]te[ri]a fate[tur] de j fraxin[us] et de cet[er]is neg[a]t p[er] Inq[uisitio]
m[isericord]ia	Thom[a]s de Fernelegh [et] Thom[a]s Richardson no[n] reparat domos suas set dim[it]tit [ea]s ruenosas ad damp[num] d[ominiu]m no[n] modicu[m] fate[ntur] et po[nit] se in mi[sericordi]a Will[ielmus] de halle no[n] reparat domos suas set dim[it]tit eas ruenosas ad damp[num] d[ominiu]m no[n] modicu[m] fate[tur] et po[nit] se in mi[sericordi]a affer[atores] Will[ielmus] le spenser jur[atores] Will[ielmus] de halle
Pr[esentatum]	est p[er] jurat Will[ielmi] le spenser et sac[rum] sui[s] q[uo]d Thom[a]s de Fernelegh dimisit dom[um] inf[ra] ten[ementum] suu[m] inperorar[um] ad damp[num] d[ominiu]m vj ^s viij ^d
Idem	Thom[a]s decimav[it] ij farxin[os] inf[ra] ten[ementum] suu[m] ad damp[num] iiijd.

THE SCHAGE HALMOTE COURT ROLL

amercement 2d	Thomas Jonson transgressed in cutting down an ash tree in Cwytleghehey.
amercement 1d	Robert Lasceles transgressed in cutting 11 staves of wood in le Cwytleghe during the growing season thereby causing damage to the lordship.
amercement 2d	Adam de Hadurschaghe transgressed in cutting down 3 trees. He confesses and places himself in mercy.
amercement 1d	William de Halle transgressed in cutting down a tree within Cwytleghehey and places himself in mercy.
amercement 8d	John de Wordworth transgressed in cutting down all sorts of trees within Cwytleghehey thereby causing significant damage to the lordship.
Inquiry	William Harreson transgressed by not maintaining the Manor-house of Schaghe, that is thatching the house, repairing the walls and saving the timber from rot, from the time of the death of William del Schaghe to the present day. He denies to the Inquiry.
Inquiry	The same William cut down 3 oak trees in le Schaghefeld and another 6 oak trees in other places in the Schaghe and ash trees and other various trees in the same places without license. He confesses about one oak tree and of the rest he denies. Further more he confesses about 1 ash tree and of others he denies to the Inquiry.
amercement	Thomas de Fernelegh [and] Thomas Richardson do not repair their houses but they leave them ruinous thereby causing significant damage to the lordship. They confess and place themselves in mercy.
	William de Halle for not repairing his house but he leaves it ruinous thereby causing significant damage to the lordship.. He confesses and places himself in mercy.
assessors	William le Spenser William de Halle
	jurors

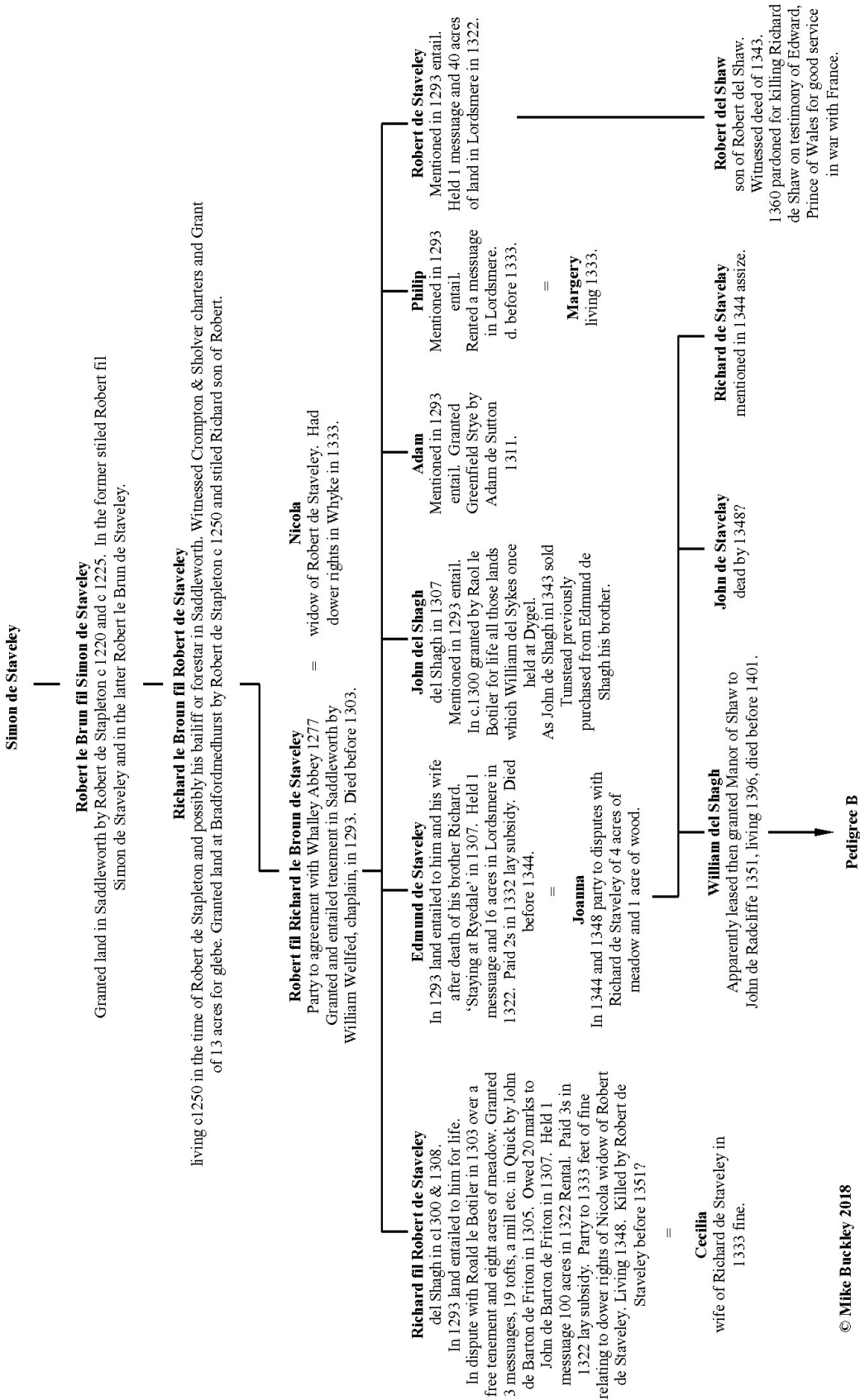
It is presented by the juror William le Spenser and on his oath that Thomas de Fernelegh quit the house within his holding leaving it untenanted thereby causing damage to the lordship 6s 8d.

The same Thomas decimated 2 ash trees within his holding causing damage to the lordship 4d.

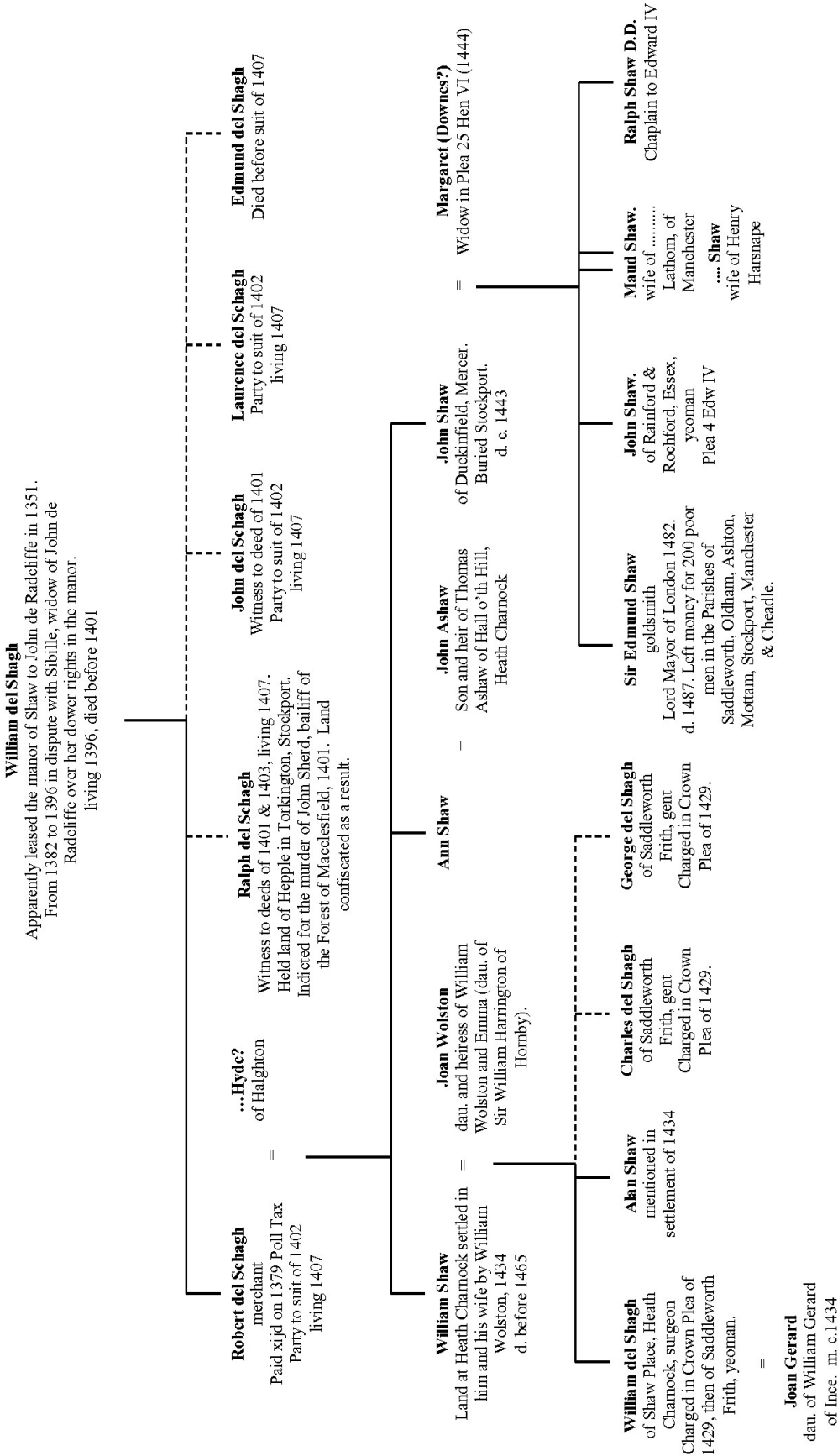
THE SCHAGE HALMOTE COURT ROLL

Inspire Nottinghamshire
Archives
DD/FJ/6/6/20

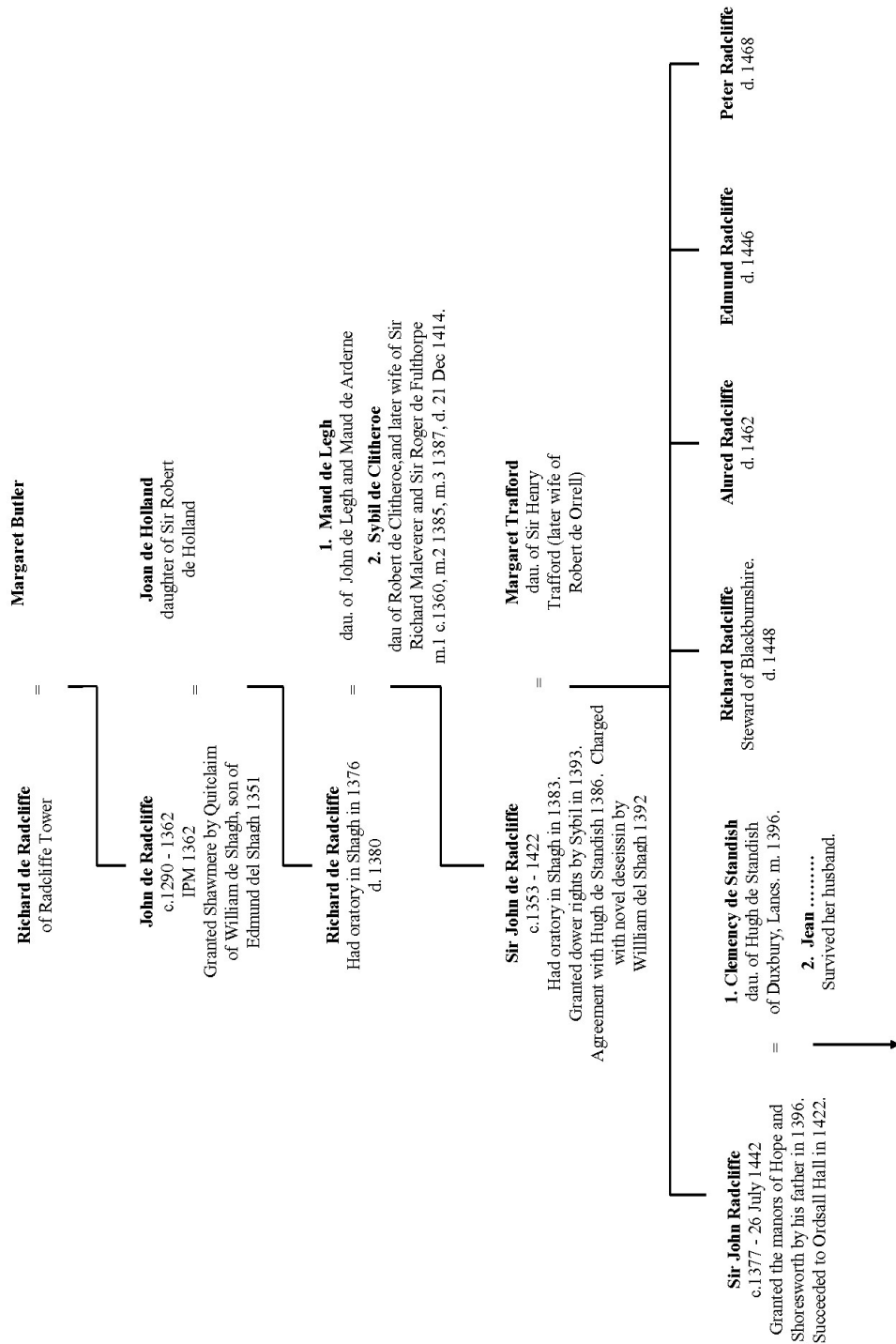
THE DE STAVELEY (SHAW) FAMILY OF SADDLEWORTH (A)



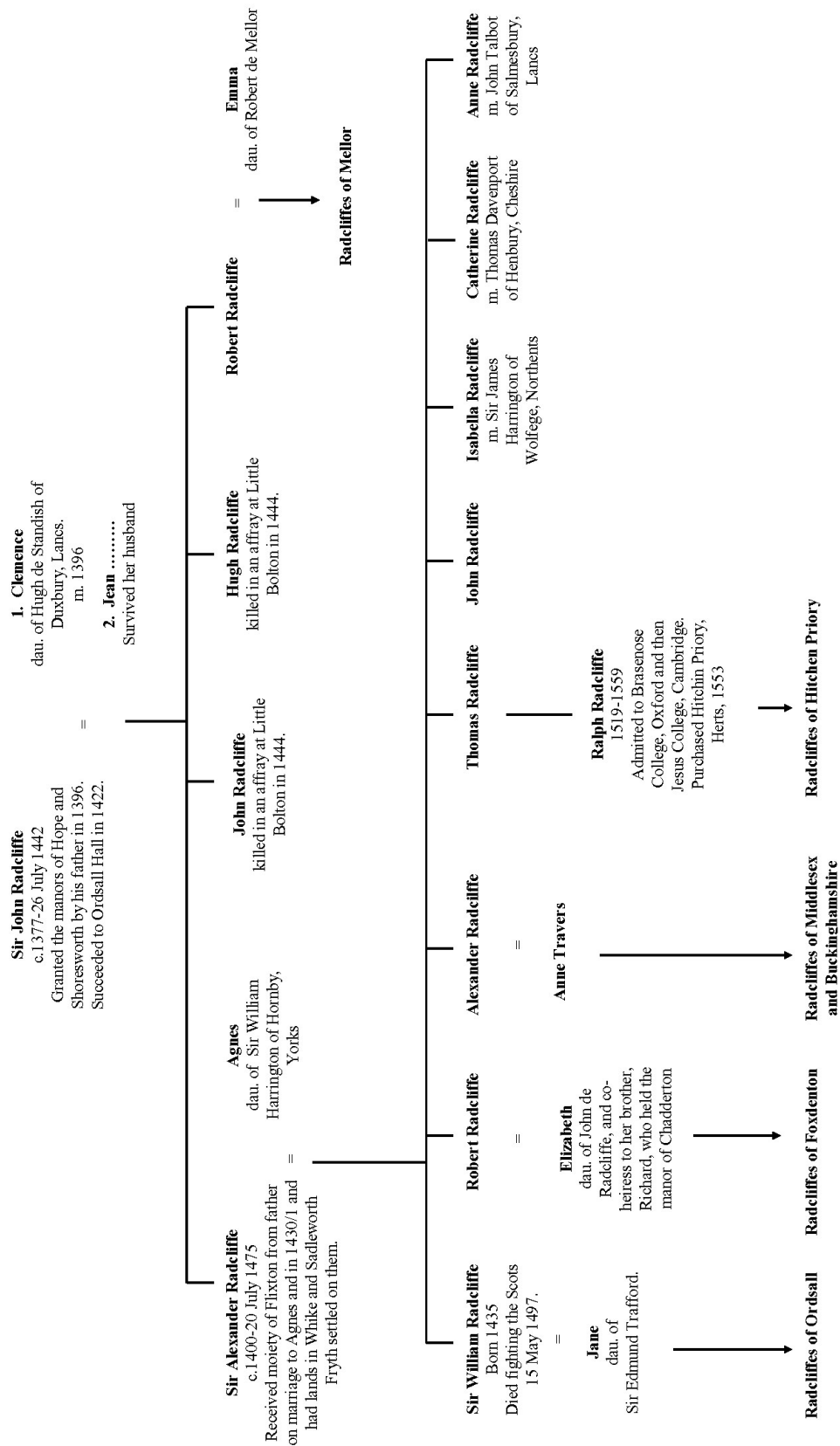
THE SHAW FAMILY OF SADDLEWORTH (B)



RADCLIFFE OF ORDSALL (A)



RADCLIFFE OF ORDSALL (B)



THE LIFE AND TIMES OF JOSEPH WOODCOCK

Fancy Woollen Cloth Designer, (1830-98)

Part 2

Phil Wild

Manor House, Dobcross

In October 1875 Joseph Woodcock acquired Manor House in Dobcross, from the executors of Joseph Hesslegrave.⁶⁰ Manor House was a substantial 18th century property, then comprising three (but, soon, four) dwellings and a cottage. Here Woodcock was able to accommodate his immediate family and dependents, and, separately, a number of his adult children as they established their own family households.

Manor House would have been known to Woodcock; it contained a small Dame school run by Ann and Elizabeth Hesslegrave, sister and daughter, respectively, of the previous owner, and Woodcock may even have sent his children here. His eldest son, Joseph, junior, for example, was sufficiently literate to serve as the Secretary of Dobcross Congregational Church in 1867, a post he held for several years before leaving the district to become a Royal Marines Sergeant, and another son Dyson Woodcock (aged 15) was appointed a Sunday School teacher in October 1868.⁶¹

It has earlier been noted that Joseph Woodcock had no capital inheritance from his family, who were of modest means. His father, John Woodcock had died intestate at Edge End in 1857 and his mother, Maria Woodcock, similarly in 1868. Joseph Woodcock's father-in-law Joseph Woodhead, a journeyman cotton spinner and small farmer of Royd, Meltham, had been declared bankrupt in 1857.⁶² Joseph Woodhead died in May 1875 with effects valued for probate at under £100 and bequeathed his daughter, Susannah just a shilling.⁶³ It is evident, therefore, that his Woodhead in-laws were not a source of capital wealth for Joseph Woodcock either. The whereabouts of original deeds relating to the purchase of Manor House in 1875 are unknown. The abridged memorialised deed does not disclose the purchase consideration, undoubtedly several hundred pounds for such a desirable property in such prosperous times, nor the amount or terms of the loan that Joseph was able to borrow to supplement his equity investment. Collateral in Manor House was duly registered to 'Saddleworth Permanent Benefit Building Society' and the deed was approved by its Trustees, one of whom was John Hirst, junior, who perhaps vouched, at least, for his employee's credit standing as a society member.⁶⁴

It is noteworthy that John Hirst, junior, already had a financial interest in Manor House, having previously acquired the benefit of an annuity arrangement secured against the property. This annuity had been conveyed to Hirst and two of his sons by John Edward Buckley and George Frederick Buckley, of Linfitts House, in a deed memorialised in February 1869, although the consideration and the purpose of the transaction is not registered.⁶⁵ In 1820 a prosperous gentleman, Joseph Lawton, had left several properties in his will to his sons, and Manor House (described as 'my Messuage or Dwellinghouse, Summerhouse, Dyehouse, Gardens and hereditaments') to his son-in-law, Joseph

⁶⁰ West Yorkshire History Centre, Registry of Deeds, Wakefield, (WRD) 739-638-783.

⁶¹ Dobcross Congregational Church records, *SHSA*, H/ D CONG. I am grateful to Mike Buckley for this reference.

⁶² *London Gazette*, 8 June 1857.

⁶³ Probate Registry, Wakefield, 15 November 1875.

⁶⁴ WRD, 739-638-783.

⁶⁵ WRD, 618-486-559.

Hesslegrave.⁶⁶ Charged against each property was a separate clear annuity of five pounds for Lawton's wife, Mary, for her natural life, which was discharged upon Mary's death, and replaced with a separate annuity against each property of twenty pounds for his son, Samuel, which also lapsed on the latter's death. In the same will, Lawton charged a further four separate annuities of five pounds against each of his properties, in favour of his son, Joseph Lawton. These additional annuities were designed to continue after Joseph Lawton's son's own death, and to become 'a perpetual rent charge in favour of his issue... [to be applied] ...in and towards the maintenance, education, cloathing or advancements in the world of the child or children of my said son, Joseph, or their issue...' Joseph Lawton, junior, cordwainer, died in May 1868. No will has been traced. However, it seems his death prompted the transaction executed in January 1869 by Messrs Buckley, presumably acting as Trustees for (or creditors of) the surviving children of John Lawton, junior, each named as parties in the deed. By this deed, the perpetual annuity secured against Manor House was assigned to John Hirst, junior, and two of his sons, John James Hirst and Tom Barber Hirst, who had joined the partnership of John Hirst & Sons.

Political affiliations and family matters

During the 1880s there was an increase in political activity in Saddleworth, as there was across the country, culminating in the Representation of the People Act 1884, which enfranchised all male householders. The people of Saddleworth have a long-standing tradition for Liberal politics, but the Hirst family was prominent in its endorsement of the Conservatives. Joseph Woodcock evidently aligned himself with the politics of his presumed employers and sponsors. A Conservative Association was established in Dobcross and handsome premises were eventually secured at no. 22 Woods Lane, a short distance from Manor House. In December 1884 a meeting of members of the Conservative Association was presided over by Ben Hirst, and shares totalling £1,035 were taken up immediately by 22 members.⁶⁷ Additionally Messrs Ben Hirst, John Hirst and Joseph Woodcock were amongst seven members nominated to sign the articles and act as provisional directors. A few weeks later John Hirst was elected president, and his brother, Ben Hirst, vice-president, whilst Joseph Woodcock was elected honorary treasurer.⁶⁸ In March 1885 elections were held for Saddleworth representatives on the Central Election Committee of the Colne Valley Parliamentary Constituency, which had just been established. The Dobcross meeting was presided over by John Hirst, JP, who joined Joseph Woodcock amongst the six delegates unanimously elected as representatives for Dobcross.⁶⁹ At the end of the year its AGM was presided over by Joseph Woodcock, who reported a satisfactory financial position, including the discharge of the old club's debts and furnishing of their new premises during the year. Officers re-elected included John Hirst as president, Joseph Woodcock as treasurer and his son-in-law, Charles Gardner as collector. Amongst the vice-presidents were James Hollingworth, of Dobcross Ironworks, Ben Hirst and Tom Barber Hirst, whilst committee members appointed included Joseph's sons, William and George Woodcock.⁷⁰ The AGM in January 1887, attended by over 70 members in its new billiard room, would prove to be the last for John Hirst, who died soon afterwards. The committee expressed their intention to extend investment in its reading room, for which Messrs John and Ben Hirst and Joseph Woodcock were given hearty thanks for their respective contributions of newspapers.⁷¹ The

⁶⁶ Lancashire Archives (LA), WCW Supra, 1821.

⁶⁷ The lot purchased for £650 included the identified premises, previously occupied by Dr Ramsden, and several other Dobcross premises, including a Butcher's shop, the Post Office and the Liberal Club facilities; *Huddersfield Chronicle*, 12 December 1884.

⁶⁸ *ibid.*, 28 January 1885.

⁶⁹ *ibid.*, 14 March 1885.

⁷⁰ *ibid.*, 15 January 1886.

⁷¹ *ibid.*, 14 January 1887.

pattern of close cooperation was sustained after John Hirst's death, with his sons, Hugh Taylor Hirst and Tom Barber Hirst, continuing to serve as elected officers of the Dobcross Conservative Association alongside Joseph Woodcock, and, in 1892, the election of the latter's youngest son, Tom Woodcock, to the office of secretary and collector, and Joseph Woodcock as a member of the Council of Dobcross Polling District.⁷²

As well as their Conservative political affiliation, Joseph Woodcock probably shared a sound protestant work ethic with 'Old John', 'Young John' and Ben Hirst, at least, but he appears not to have adopted their staunch commitment to the church. Although presumably not unprecedented in the Victorian era, it is notable that Joseph appears not to have baptised his children, either in the established church or in nonconformist institutions. Despite her active membership of the Dobcross Congregational Church, Rebecca, aged 34, alongside two of her younger adult brothers, Charles, aged 22, and Tom, aged 21, chose to be baptised at Holy Trinity Church, Dobcross. Their baptisms took place on 11th May 1890, on the occasion of Tom's twenty-first birthday. Seven years earlier, Joseph's daughter Alice, aged 19, had also been baptised, as an adult, at the same church, along with her second child.⁷³ In due course, however, Joseph himself would be buried in St Chad's (New Yard) cemetery rather than the Holy Trinity churchyard, located beside his home.

As a prominent member of the community in Dobcross, Joseph Woodcock must have taken pride in his achievements, and reflected with satisfaction on his decision to leave Austonley, in the uncertain times following the Bilberry Reservoir flood disaster. Remarkably, however, the reservoir would be the scene of more tragedy for his kinsmen who had remained in Austonley. On 10th December 1886, triggered by a grievance over a deduction to his wage as a weaver at Greenwood & Sons' mill - built, ironically, on the site of Digley Mill - Joseph's cousin, Joshua Woodcock left his home at Hoowood, Digley, with two young sons, aged four and two. All three were found drowned in Bilberry Reservoir and the Coroner's Court returned a verdict of 'wilful murder', and 'suicide whilst labouring under temporary insanity.'⁷⁴ A third son, aged 21, evidently traumatised by the tragedy, also drowned in the reservoir eleven months later.⁷⁵

If the financial interest of John Hirst, junior, in Manor House, is merely noteworthy, considering the Hirst family's substantial land interests in Dobcross, a deed of December 1892 is of more significance. After John Hirst's widow Mary's death in July 1892, his sons and executors assigned the benefit of the perpetual annuity secured on Manor House, to the property's owner, Joseph Woodcock.⁷⁶ Neither the consideration nor the purpose of this transaction were recorded in the registered copy at Wakefield, where often only details such as the parties and assets assigned, are abstracted. It is, of course, entirely possible that Joseph Woodcock bought out the annuity in an arms-length transaction. But, it seems equally conceivable that, after Mary Hirst's death, when it no longer formed part of her income from John Hirst's estate, the assignment was a munificent gesture by his sons and executors to waive their respective personal and residuary beneficial shares in the annuity and, as prosperous retired partners, to reward Joseph for loyal service with their firm, as he approached his own retirement.

The Fortunes of John Hirst & Sons

There is some evidence of the scale and prosperity of John Hirst & Sons, at the height of its success, although its fortunes seem to have subsided rapidly towards the end of the 19th

⁷² *ibid.*, 18 January 1890 and 16 January 1892.

⁷³ Baptism Registers, Holy Trinity, Dobcross.

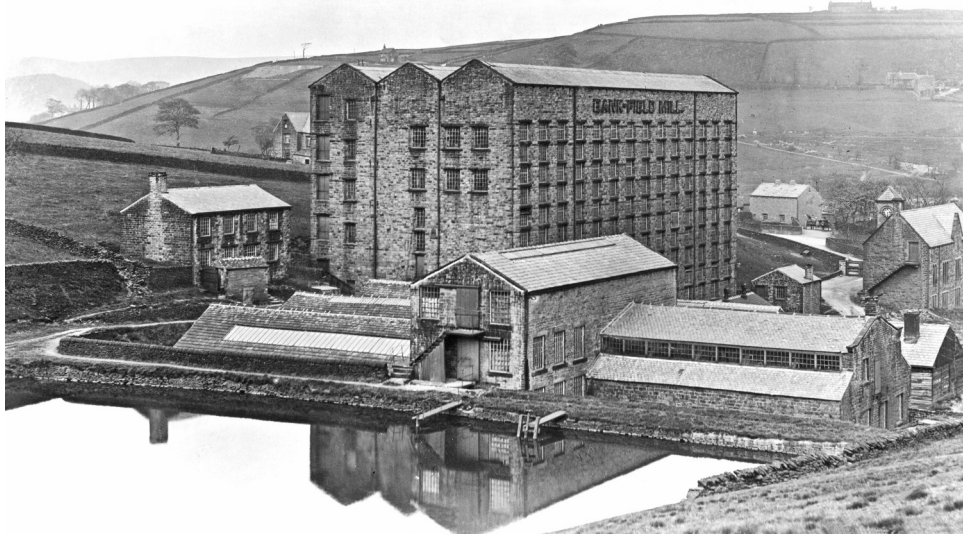
⁷⁴ *Huddersfield Chronicle*, 13 December 1886.

⁷⁵ *Leeds Mercury*, 9 March 1888.

⁷⁶ WRD, 1892-41-799-407.

century, until it ceased trading coincident - significantly or otherwise - with the apparent retirement of Joseph Woodcock.

When John Hirst died in March 1887, he was a wealthy man, with probate awarded on personal effects valued at £22,287 10s 8d.⁷⁷ Aside from his substantial private mansion at Ladcastle, properties at Bridge House and Marslands in Dobcross, as well as real estate interests in Austonley, Holme, Bradford and Droylsden were bequeathed in his will. Furthermore his brothers also held significant real estate portfolios around Dobcross, including numerous farms and cottages.⁷⁸ Their business interests included Husteads and



Saddleworth Museum Archives

Figure 10 Bankfield Mill, Tamewater, Dobcross, behind the lodge of Fozzards Mill Dyeworks, c.1907

Tamewater Mills, which were sub-let, a chief rent on Wrigley Mill, as well as their own freehold manufacturing facilities at Fozzards and Bankfield, and a long lease at Walk Mill.

The construction costs alone of Bankfield Mill were reputed to have cost the family £10,000 in 1858, and bore testament not only to the wealth of John Hirst, senior, but also to the scale of his ambition.⁷⁹ It was an imposing six-storey stone-built structure, equipped with a beam engine, itself three stories high, a gas works, clock tower and, by 1892, a dedicated railway siding (Figures 8 & 10).⁸⁰

Furthermore, such was the importance of good transport links to the firm's prosperity that, in 1863, Hirst family members became the principal sponsors of Dobcross New Road and Delph New Road, investing over 1,000 guineas in turnpikes along the valleys to service their Tamewater factories.⁸¹

During the Summer Wakes of 1885 a report citing the need for Saddleworth mills to extend their shutdowns, owing to slackness of trade, highlighted one notable exception:-

‘The only firm in the district who have not extended their holiday is Messrs John

⁷⁷ Principal Probate Registry, London, 10 June 1887.

⁷⁸ F.G. Battye, ‘The Estates of the Hirst Family of Dobcross’, *SHSB*, Vol. 2, No. 4, (1972), pp. 55-6, and Vol. 3. No. 1, (1973).

⁷⁹ *Oldham Chronicle*, 17 September 1898.

⁸⁰ SHSA, Bernard Barnes collection, H/BB/5/1.

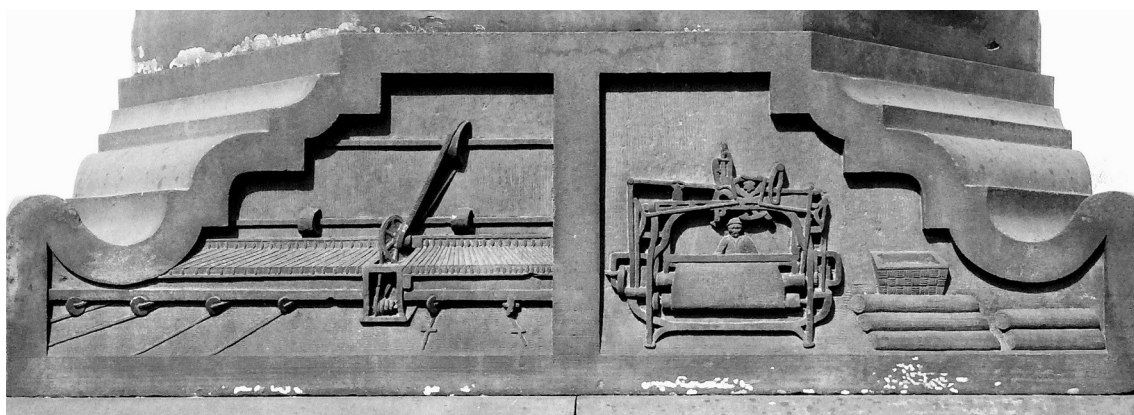
⁸¹ B. Barnes, *Passage through Time: Saddleworth Roads and Trackways, A History*, (SHS, 1981), pp. 55-6.



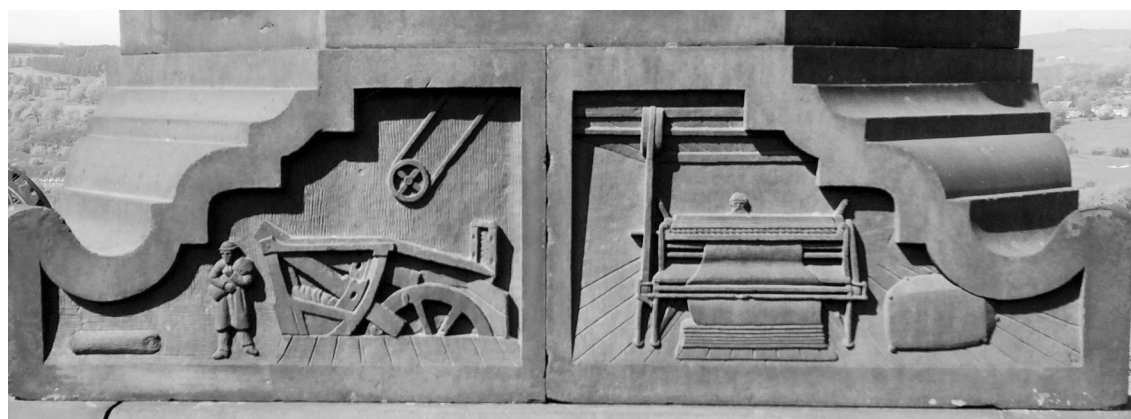
Saddleworth Historical Society Archives, H/ELE/23



Mike Buckley, 2018



Mike Buckley, 2018



Mike Buckley, 2018

Figure 11 The Funerary Monument of John Hirst who died in 1887. The four faces of the monument illustrate the various processes and stages of woollen cloth production

Hirst and Sons, of Bankfield, Dobcross, who, we are informed, have not had better trade in years.’⁸²

On 31st December 1886 ‘upwards of 400 hands’ attended the firm’s annual Christmas Dinner, enjoying dancing and festivities throughout the night.⁸³ Attendees probably included the renowned Saddleworth poet and historian, Ammon Wrigley, who had started working for the firm in 1883.⁸⁴

The fortunes of the firm evidently declined during the 1890s, probably adversely affected by a failure of the third generation of partnership succession, but unequivocally by the loss of John Hirst’s leadership after his death in 1887. Hirst was greatly respected, not only by his employees - who reportedly subscribed £10 for a funerary monument, possibly the magnificent monument over his tomb at St Chad’s New Yard (Figure 11) - but throughout Saddleworth, as evidenced by the remarkable spectacle of the procession at his funeral, attended by over 1,000 people.⁸⁵ Hirst’s funeral also provided a clear insight into the contemporary status of the designer in the hierarchy of a major woollen manufacturer:

‘...a notable feature in the [funeral] arrangements was that every branch of the woollen industry from Bankfields, Fozzards and Walk Mill, was represented, from the designer downwards.’⁸⁶

A large fire over the engine-house in July 1892, causing £2,000 worth of damage, was briefly disruptive, but fires were an expected hazard in Saddleworth mills, and regularly overcome by the firm, not least through deployment of its own fire engine and crew.⁸⁷ In March 1896 operations were further disrupted by a strike over differential pay between men and women, when the company sued thirty four of its weavers, including Joseph Woodcock’s daughter-in-law, Hannah Woodcock and his nephew’s wife, Sally Berry, for breach of contract by having left their warps unfinished without notice.⁸⁸ In addition to low piecework wages, the strikers reputedly spoke of “the present inferiority of the material as being the greatest drawback in the dispute. Also we want to stop the introduction of two price lists in the district, namely: men and women”⁸⁹ This dispute was only resolved by arbitration in June 1896, with neither side having won. Whatever the underlying causes, John Hirst & Sons ceased trading between summer 1897 and spring 1898, when ‘Poor trade had a disastrous effect on the fortunes of the firm and work had to be stopped.’⁹⁰ After a series of advertisements in April 1898, with the workforce still laid off, a notice appeared in the *Huddersfield Chronicle* on 14 May 1898:

‘The extensive mill premises known as Bankfield Mills and Walk Mills, situate at Dobcross in Saddleworth, with the whole of the machinery therein (belonging to the well-known firm of John Hirst & Sons), where a very large trade has been carried on for 40 years, are to let or sell, Messrs Hirst having decided to retire from business.’⁹¹

⁸² *Huddersfield Chronicle*, 29 August 1885.

⁸³ *ibid.*, 8 January 1887.

⁸⁴ S. Seville, *With Ammon Wrigley in Saddleworth*, (SHS, 1984), p. 78.

⁸⁵ *Huddersfield Chronicle*, 5 April 1887.

⁸⁶ *ibid.*, 5 April 1887.

⁸⁷ *ibid.*, 5 July 1892.

⁸⁸ A.C. Chadderton, ‘The attempts to form a Weavers Union in Saddleworth (Part 6)’, *SHSB*, Vol. 3. No. 3, (1973), p. 47-8, and *Oldham Chronicle*, 9 May 1896.

⁸⁹ H. Livings, *That the Medals and the Baton be put on View: The Story of a Village Band (1875 to 1975)*, London, 1975, p.19.

⁹⁰ *Saddleworth Herald*, 17 November 1906. I am grateful to Peter Sandford for this reference; see also *Mossley & Saddleworth Reporter*, 17 November 1906 and *Huddersfield Chronicle*, 9 July 1898.

⁹¹ *Huddersfield Chronicle*, 14 May 1898. Principal partners, Ben and Joshua Hirst, were by then aged 69 and 68 respectively.

Further evidence indirectly confirms that a policy of investment in the latest technology had been maintained by the firm, which therefore reinforces a perception that the decision to close was made by its partners quite suddenly and, presumably, unexpectedly. A sale catalogue was prepared to accompany an auction of machinery at Bankfield Mill on 28 September 1898 on behalf of Messrs John Hirst & Sons. The catalogue ran to 471 lots across 26 pages. The Weaving Shed looms were listed with individual serial numbers revealing, remarkably, that of the forty "*Four-Box Dobcross Fast Power Looms*" in situ, thirty seven of them had been newly installed less than two years earlier in 1896, perhaps during the downtime associated with the earlier noted weavers' dispute.

**BANKFIELD MILLS,
DOBCROSS, SADDLEWORTH.**

**To Woollen Manufacturers, Yarn Spinners,
and others.**

CATALOGUE
OF
**WOOLLEN SCRIBBLING, SPINNING & WEAVING
MACHINERY**

AND EFFECTS, COMPRISING:—

FOURTEEN CONDENSER SETS,

by Platt Bros. & Co., Limited, and others.

NINE PAIRS SELF-ACTING MULES,

by Platt Bros. & Co., Limited, and others.

FORTY 4-BOX DOBCROSS FAST POWER LOOMS,

THIRTY-ONE 9/4 4-BOX POWER LOOMS.

Boyd's RING TWISTING MACHINES, BOBBIN AND DRUM WINDING
AND TWISTING MACHINES.

Willey, Fearnought, Patent Opening Machine.

Garnett Machine, Burring Machine.

Rag Grinding Machine, Breaker.

MILL AND OFFICE FURNISHINGS AND EFFECTS.

FIRE ENGINE AND APPLIANCES.

SIX 8-TON RAILWAY COAL WAGGONS.

Contents of Blacksmiths', Mechanics', and Joiners' Shops, &c.

WHICH

GEO. TINKER & SON

Have received instructions from Messrs. John Hirst & Sons, to SELL BY AUCTION,
upon the above Mill Premises, on

WEDNESDAY, the 28th SEPTEMBER, 1898,

Commencing at 11 o'clock a.m.

Offices, Mart and Repository, 23, Market Street, Huddersfield.

J. Broadbent & Co., Printers, &c., Albert Works, New Street, Huddersfield.

SMA, M/EX/TB/ Ban 1

Catalogue of Machinery, Bankfield Mills Dobcross, 28 September 1898

Joseph Woodcock's Final Years

In January 1896, John Hirst & Sons had placed a recruitment advertisement in the *Huddersfield Chronicle*:

**“WANTED: First-Class DESIGNER
for Fancy Woollens, Worsteds and Serges.
Good Colonist [sic] indispensable.”⁹²**

It is tempting to link this advertisement with Joseph Woodcock's retirement from the company. Aside from the fact that he had by then passed his 65th birthday, there is some further evidence, albeit circumstantial again, to support such a conclusion.

In his will, written shortly afterwards on 20th July 1898, Joseph Woodcock described himself as 'Retired Mill Manager'.⁹³ He died soon afterwards on 25th August 1898. He had previously been described as 'Manufacturer' (rather than 'Designer'), for the first and only time, in a deed dated 13th August 1897 when he acquired additional land to improve Church House and the adjacent property in Dobcross; property he had acquired in 1891.⁹⁴

This transaction provides some evidence that Woodcock had accumulated sufficient capital by this stage in his life, for him to have spent a short period in his own woollen manufacturing business, after retiring from his long career in employment as a Designer but there is insufficient evidence to corroborate this. The absence of any mention of such a business in his will, or evidence of his family taking it on after his death, however, makes such a hypothesis unlikely, unless of course it was a modest short-term venture which folded quickly. The leadership status of the designer within the firm has earlier been noted from its erstwhile principal's funeral report, and an alternative possibility is that Joseph Woodcock expanded his role and responsibilities within it. If indeed he had worked for the firm for some forty years, Joseph would naturally have had the trust of the owners. The family partners of John Hirst & Sons had various outside interests, including, inter alia, Commissions in the Rifle Volunteers, Justices of the Peace and Presidency of Yorkshire Penny Bank. Furthermore, after their father's death, the sons of John Hirst, junior, had sufficient wealth to retire from active partnership at a young age. In this context, Joseph Woodcock's experience and seniority within the firm might have led the scope of his duties as designer to be extended pragmatically into a wider supervisory role over the mills' day-to-day operations.

Joseph's improved prosperity and status may also have led to a different relationship with Saddleworth Permanent Benefit Building Society, which had advanced him a mortgage on Manor House in 1875. In June 1898 *Oldham Chronicle* reported the retirement of Mr Woodcock as a director of the society, which by that time had 79 members and 1,245 shares.⁹⁵

Joseph Woodcock appointed his two youngest sons, Tom and Charles, as executors of his will, bequeathing them his real estate, to be sold after the death of his wife, Susannah. One son, John, was noted as residing in New Zealand, and another son, Dyson, in the United States (although both their respective wives and families seem to have remained in Saddleworth). Joseph left pecuniary legacies totalling £520 to specified children and grandchildren, with a residue to sons, George, William, Charles and Tom, which he directed be met from realisation

⁹² *Huddersfield Chronicle*, 27 January 1896. The term 'colonist' is not recognised in the context of design, and probably should have read 'colourist' as the Dobcross Four-Box Loom was the 'first important commercial automatic loom on which colour changes could be made while the machine was running'; Livings, *That the Medals and the Baton be put on View*, 1975, p. 18.

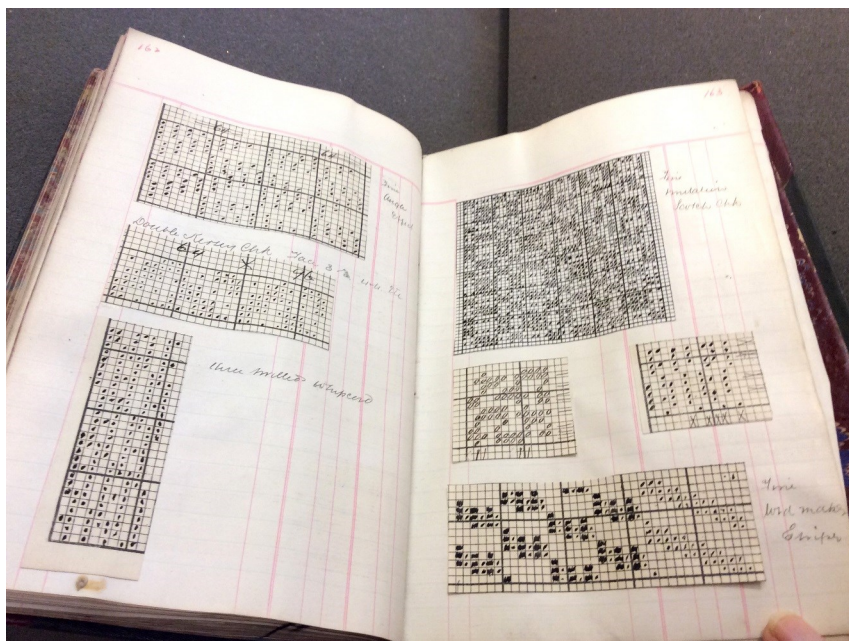
⁹³ Probate Registry, London, 21 November 1898.

⁹⁴ WRD, 1897-34-811-374.

⁹⁵ *Oldham Chronicle*, 4 June 1898. The brief newspaper report on the AGM gives Woodcock's initial as 'W' but it seems likely the directors of a small society would have been local men, and the timing of the retirement, the trusteeship of John Hirst and other context of this study seem to point to Joseph Woodcock as the officer.

of his personal effects in the first instance.⁹⁶ Shortly before the death of his mother, Susannah, Tom Woodcock sold the dwelling adjacent to Church House, in March 1909, and Church House itself a year later. He also sold Manor House in 1910, free from encumbrances, to Uppermill Co-operative Society for £710.⁹⁷ Property acquisitions made by Joseph's children after his death imply that there had been more than sufficient liquid resources in Joseph Woodcock's personal estate to meet the pecuniary legacies, without the need to sell or (re-) mortgage his real estate. Tom Woodcock, along with his brother William Woodcock had the means to purchase Mount Sorrel Farm, when the estates of Ben Hirst were auctioned in 1907;⁹⁸ Denshaw Fold Farm was acquired by Joseph's son-in-law, Robert Whitehead in July 1902;⁹⁹ and Crib Cottages, Dobcross, purchased 'out of her separate property' and facilitated by an additional loan from Tom Woodcock, by Joseph's daughter, Alice Allott in February 1909.¹⁰⁰

Tom Woodcock became a Textile Designer, presumably apprenticed by his father. One final tangible piece of evidence linking Joseph Woodcock and his family to John Hirst & Sons was a Bankfield Mill design book, donated by Tom Woodcock to Leeds University, shortly before his death in 1949 at the age of eighty, (Figure 12).¹⁰¹ Only one date, the year 1895, on a page listing some national customers, appears within the book. However, the fact that Tom Woodcock retained the book for over fifty years, long after the closure of the firm, does convey its evident sentimental value to him.



Leeds University Library, Special Collections, Bus/Hirst

⁹⁶ Probate Registry, London, 21 November 1898; Joseph Woodcock's effects were valued for probate at £1,861-12s.

⁹⁷ WRD, 1909-9-1142-463; 1910-10-118-50; 1910-9-295-119. I am grateful to Gerald Harrison for the consideration from his copy of the 1910 deed.

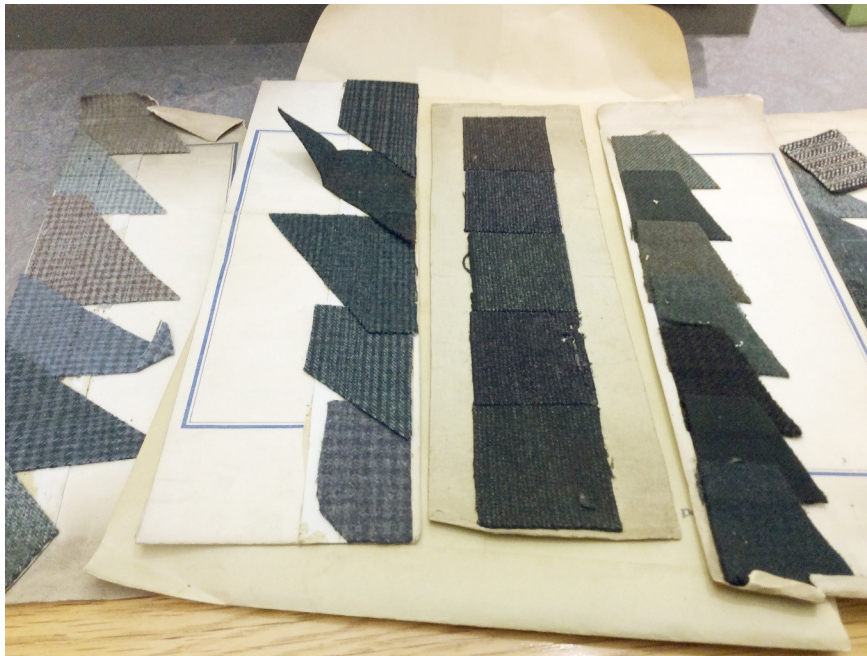
⁹⁸ WRD, 1907-25-502-231.

⁹⁹ WRD, 1902-31-927-439.

¹⁰⁰ WRD, 1909- 9-754-352. The deed highlighted her gender and status, as such independent property ownership had become a right for married women of Alice Woodcock's generation for the first time, under the *Married Women's Property Act, 1882*. It would seem, however, that sister, Rebecca's inheritance was invested in the Denshaw Fold farm in her husband, Robert Whitehead's name.

¹⁰¹ University of Leeds Special Collections (ULSC). John Hirst and Sons Business Archive, Classmark: Bus/Hirst, c.1890-1900.

The sample patterns in the book appear relatively simple and sober, perhaps representative of tweed designs, fashionable in the late 19th century. Weave pattern illustrations are formatted on grid-paper, sub-divided into 8 x 8 squares, typical of woollen and worsted yarn designs.¹⁰² The format was well-suited to set up the pattern chains for automating shuttle changes on Hutchinson & Hollingworth's ubiquitous 'Knowles' Patent Open Shed Fancy' looms, with which the mills of John Hirst & Sons would probably have been equipped after its introduction in 1883, if not necessarily for design complexity, but for reasons of speed, efficiency and versatility, in producing cloth to order (Figure 6).¹⁰³ Prospective markets approached by the firm included Australia, which sent some two-thirds of its wool to Yorkshire for manufacture, reflecting the influence of the British Empire in expanding the economy for woollen manufacturers. In a co-ordinated trade initiative undertaken by nineteen Huddersfield manufacturers, a consignment of samples, very probably designed by Joseph Woodcock, were sent for an exhibition in Melbourne in 1888:



Leeds University Library, Special Collections, Bus/Hirst

Figure 12 Sample weave patterns previous page and above, cloth samples . John Hirst & Sons, Bankfield Mill, c.1895; donated by Tom Woodcock and reproduced with the permission of Leeds University Library, Special Collections

'Messrs John Hirst and Sons exhibit some very nice all-wool suitings and trouserings in hairline stripes, checks, and other styles, the patterns and colouring of which are deserving of great praise....'¹⁰⁴

The facts considered so far in isolation provide largely circumstantial and, therefore, inconclusive evidence linking Joseph Woodcock's employment with the firm John Hirst & Sons. Nevertheless, the clear association of the Woodcock family with the Bankfield Mill design book, Woodcock's rapid career development after leaving Austonley, the accommodation of him and his siblings in convenient Hirst family properties, as well as his evident close political association and likely friendship, with John Hirst, junior, JP, and the Hirsts' connection with Manor House, together, make a strong case that a Saddleworth employer's

¹⁰² L.J. Mills (ed.), *Textile Educator (Vol. I)*, (London, 1927), p. 102.

¹⁰³ For further information on the function of Dobcross looms see 'The Dobcross Loom Works', *SHSB*, Vol. 22, No. 1, (1992), pp. 1-5.

¹⁰⁴ *Huddersfield Chronicle*, 29 December 1888.

recognition of a loyal contribution to the success of John Hirst & Sons, played no small part in Woodcock's eventual prosperity.

It is clear that the man-made disaster at Bilberry Reservoir devastated communities in the Holme and Digley Valleys, yet indirectly furnished Dobcross with an influx of talent, ready and able to further its prosperity and industrial development. However scant the documentary references to Joseph Woodcock's life may be, a portrait emerges of a young man, born into a large family of modest means, raised frugally with little formal education, and equipped only with traditional weaving skills, surmounting a disaster in his native township to pursue a successful career elsewhere.

Seemingly undaunted, and looking out for the welfare of his extended family, who had been left behind initially, with commendable diligence, Joseph Woodcock applied ambition and determination to seek out and embrace the opportunities of wealth and self-development afforded by the apparent sponsorship of enterprising and enlightened fellow 'comers-in' to a prosperous Saddleworth.

Postscript

Shortly after formalising my hypothesis about the career of Joseph Woodcock, I discovered a newspaper report which provided definitive substantiation as well as a clearer understanding of the mutual loyalty between Joseph Woodcock and his employers over the course of a long career. The report in the *Huddersfield Chronicle* concerns an annual dinner dance, hosted by the firm for some 400 employees on New Year's Eve, 1891, and contains an address made by Joseph himself, which yields a brief, but revealing, insight into the culture and principled ethos behind the family firm:

'Mr Jos. Woodcock, in moving a vote of thanks to the firm for their generosity, dwelt on his own connection with the firm, which he began to work for in 1850, and that was before the firm of Messrs John Hirst and Sons came to Dobcross. At that time the family consisted of old Mr John Hirst, his seven sons, John, William, Abraham, Ben, Joshua, Arthur and James, and five or six daughters. General changes had taken place since then and during the time he had worked for the firm, and only Mr Ben Hirst and Mr H.T Hirst were with them at Dobcross at the present time. He trusted that they may continue to enjoy the widespread confidence and favour which their business had created by reason of their honourable straightforward methods and principles. ... (Cheers)',¹⁰⁵

Joseph's story ended tragically. He died at home in the presence of his son, Tom, on 25th August 1898, having written his will a few weeks earlier. Of all potential causes of death that might have affected Joseph Woodcock, the one stated on his death certificate of 'anorexia nervosa' seems strikingly unexpected.¹⁰⁶ Contrary to any presumption that anorexia is a phenomenon of contemporary society, it was, in fact, recognised medically in the 19th century as a form of conscious self-starvation. However its fatal impact on a 67 year old male is quite noteworthy for the era.

It seems unlikely that sociological body image concerns were at the root of this syndrome for a man of his age and experience. Perhaps his physician failed to identify a latent disease that caused Joseph to shun food intake intentionally. A more credible hypothesis, however, is that the anorexia was stress related, but one can only speculate on potential circumstances in his personal life or social environment sufficiently extreme to induce such a serious disorder. The apparent timing of his fatal decline in health coincided with the decision to close John Hirst & Sons, where Joseph had evidently dedicated his entire career for some 45 years. This

¹⁰⁵ *ibid.*, 9 January 1892.

¹⁰⁶ BMD, Saddleworth, 9a 172, September 1898.

correlation potentially resonates with the hypothesis that Joseph assumed a broader management role briefly, before retirement, yet whether in office or retired, his inability to influence the decline in trade or decision to close, and the consequent effects of employment loss on his family and community, may have induced depression which triggered the eating disorder. The earlier suicidal actions of both Joseph's uncle and his cousin may hint at some psychological fragility in his own make up.

Unfortunately, no definitive image of my great (x3) grandfather, Joseph Woodcock (1830-1898) has been traced. Two high quality prints of a photo did form part of my paternal grandmother's (Joseph Woodcock's great granddaughter's) personal effects, although no venue, occasion or individuals assembled for the photograph were recorded. This image can be dated to around 1896/7, because it features a distinctive, elderly local man, Morgan Brierley, who is seated with pipe and fez, and who died on 8th September 1897, aged 73 (Figure 13). Brierley was a local historian and educationalist. Standing behind him, fifth from left in a cap, is a man bearing striking resemblance, at least, to Ammon Wrigley (1861-1946), the renowned Saddleworth historian and poet, who is known to have attended Brierley's regular literary evenings at Denshaw House with friends.¹⁰⁷ From later attributable images, one direct ancestor of mine, George Whiteley (1870-1932), can be identified with reasonable certainty, standing in the back row, third from left. This seems sufficient to explain the image's family provenance, yet no evidence has been found that George was particularly cultured or scholarly, and his flat cap, along with one or two others, stands out amongst the smartly dressed, mainly bowler-hatted group. George Whiteley married Joseph Woodcock's granddaughter, Clara Ann Whitehead, at Christ Church, Denshaw, on 18th July 1896. One speculative hypothesis is that the adjacent gentleman, second from the left on the back row, was Joseph Woodcock, who could plausibly have formed part of Morgan Brierley's literary circle, perhaps through common association with John Hirst (1823-87), who was a renowned



Phil Wild Family Collection

Figure 13 Friends of Morgan Brierley (1824-97) assembled in Saddleworth, location unidentified, c.1896/7

¹⁰⁷ S. Seville, *With Ammon Wrigley in Saddleworth*, (SHS, 1984), pp. 16-17.

bibliophile, and might have introduced or invited George Whiteley to the gathering captured in the image. However, despite his grey beard, it is far from certain this gentleman was aged in his sixties.

Joseph Woodcock was buried on 29th August 1898 in St Chad's 'New Yard' cemetery, beneath a fine, pink granite tombstone.

Corrigenda¹⁰⁸

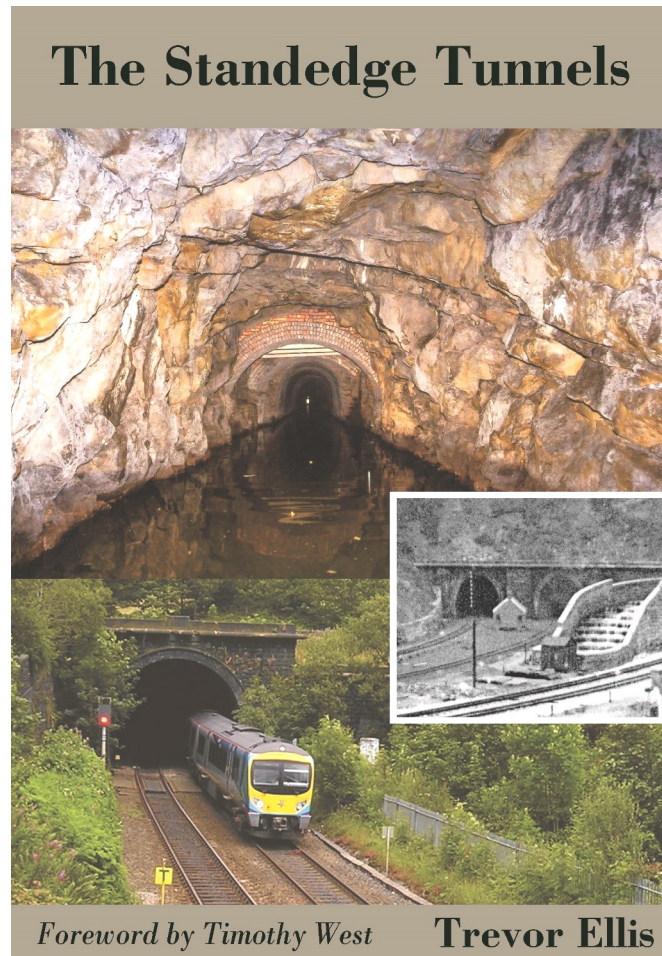
In Part 1 of this article Hannah Hirst who married Charles Fozzard is stated to have emigrated to Philadelphia (See Pedigree Page 16). In fact Hannah was buried at St Chad on 20th October 1831 having died at Tamewater, just days after her father's death. Charles Fozzard remarried ten months later to Lucy Hall. Charles and Lucy were in Huddersfield in the 1841 census with three of Charles's children, Ann, Hannah, and John, plus Lucy's illegitimate daughter Harriot Hall and her own daughter Lavina Hall (born 1837 at Husteads, Saddleworth). It seems Charles himself died in 1842. The Almondbury registers suggested he was 'of this parish' but there do not appear to be any further references to him there. He seems to have been in Saddleworth in 1810 as there was an account of a trial for theft of wool by a Joshua Wood in 1810, in Saddleworth. Charles Fozzard was a witness and his statement says that at that time, he was an employee of John & Thomas Harrop and James & Joseph Lees, who were dyers in Saddleworth.

¹⁰⁸ The author is indebted to Peter Sandford for the information contained in this Corrigenda.

BOOK REVIEW

THE STANDEGE TUNNELS

by Trevor Ellis, (Huddersfield Canal Society, 2017, 137pp., ISBN 978-1-5272-1554-2), £7.50.



If I was being asked to review a book I would like to think it was a racy novel not a text book on advanced maths. So I was somewhat cautious about agreeing to review Trevor Ellis's *The Standedge Tunnels* for *Pennine Link*. I suspected, nay expected, it to be full of numbers and facts.

I was right, of course. But being a retired civil engineer with a keen interest in the infrastructure of the industrial revolution I couldn't wait to get to grips with the book. 128 pages of carefully researched work that Trevor himself doubted he could ever complete, take us from the early days of the canal tunnel through to its operation and then to the three railway tunnels. The book is completed by a series of annexes giving more detail of certain aspects of the works.

The Foreword is by Society patron Timothy West, who travelled the canal tunnel on one of his TV Great Canal Journeys, completing his connection with the tunnel, following a trip in 1995 when I showed Tim the canal as it then stood.

The tunnels are all treated separately with a great amount of historical detail culled mainly from Committee Minutes and local newspaper articles. In the case of the canal tunnel the information is less than complete due probably to the difficulty of recording information. The Minutes would be long-hand and consequently restricted to being as brief as possible. The

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newspaper articles were mainly records of progress, with little detail, except to record the many changes of engineers and contractors and the many stops and starts along the way – the longest stop being for eight years!

The notable event was the linking up of the two lengths of tunnel that were correct to level but 26'0" out of line. Considering the method of transferring a line down a shaft at the time (two weighted lines dropped down and 'steadied' in tubs of oil, lined up by eye, or primitive telescopes on the surface and below) it is a miracle that they ever met at all.

The tunnel was completed in 1811, 18 years from inception, at a cost of £122,803 – about three times the original estimate.

There is a lengthy explanation of the tunnel's operation. Of note was the work of the "Standedge Admiral" – Thomas Bourne who supervised the passage and collected tolls for 37 years, crossing the moor four times each day, seven days a week. I hope he was able to cadge a lift on a horse, occasionally.

The stories of the three railway tunnels are similar to each other but it is very clear how tunnelling work and works management improved over the years, as did the recording of works with the arrival of the typewriter. Also over the years the emphasis in newspaper articles went from construction progress to more 'newsy' items, fatalities, drownings, drunkenness, fighting, rock falls, etc. Small villages of wooden huts were built for the workers and families. There were so many Irish miners that Kiln Green School in Diggle started Irish lessons. And to relieve local churches Standedge Mission Churches were set up at both ends of the tunnels. There were 600 workers on site at times plus families. Diggle School rose from 60 to 160 pupils.

One interesting discussion is about The Cathedral a strange, full size tunnel joining the two single railways tunnels, roughly at mid-length. It is a monument to Victorian bricklayers but nothing else, it would seem.

Politics, probably with a small 'p' entered into the story with the efforts of the railway companies to close the canal. The canal tunnel was once closed for nine weeks, causing carriers to move onto the railways. There were many incidents caused by rail crashes, boats sinking, etc.

The improvement in works is clearly illustrated by the fact that the final railway tunnel, being twin branched, and massive compared to the single tunnels, was completed in only 4 years, using 120 tons of gelignite and 25 million bricks.

The Tunnel Book gives a detailed account of the canal tunnel in operation. It remained operational into the 1930s.

There is a description of the fabric of the canal, the formation of the Inland Waterways Association, the restoration movement, the eventual re-opening and the current situation.

The annexes cover, in some detail, side issues such as later developments at Tunnel End and Diggle, the lengths of the tunnels and the complex shaft operations and methods of working.

The book is well presented and accompanied with many historical photographs, aerial photographs and excellent diagrams which, again, show the skill of Bob Gough.

Ken Wright, MBE

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