HE British system of navigable waterways was established mainly during the years 1750-1840 and about 4,000 miles of artificial canals were constructed during this time. The peak period occurred in the Canal Mania years between 1791-1795 when fifty-one new canals were authorised by Parliament. Their purpose was to provide transport for the Industrial Revolution and by these means the great industrial centres of England developed and flourished.

Many canals, particularly those built in the early years, were engineered mainly to serve local needs. There was little interest in regional or national routes such as those projected by the railway promoters of a later generation, and hence a confused, ill-planned network of canals gradually spread across the English countryside. That national routes were ultimately established would seem, in retrospect, purely fortuitous.

In the North of England however, three grand inter-regional routes were to be established to link the counties of Lancashire and Yorkshire across the Pennines; namely the Rochdale, the Huddersfield Narrow and the Leeds to Liverpool Canals. Of these imposing navigations, the Leeds to Liverpool was by far

1 Research for this article was made possible by a grant from the Leverhulme Trust for the preparation of a biography of the civil engineer Benjamin Outram (1764-1805).

I am indebted to Major F. E. G. Bagshawe for permission to examine the Bagshawe Muniments, housed in the John Rylands University Library of Manchester, and to Dr. Frank Taylor, Deputy Director and Principal Keeper of the Library, and Miss G. A. Matheson, the Keeper of Manuscripts, for their encouragement and interest in the progress of this research.

Quotations are given verbatim but capitals and punctuation have been modernized. No attempts have been made to standardize spelling, which is variable, particularly with regard to place-names.

the largest. It took an indirect and less heavily-locked route across the Pennines than did the others and joined Liverpool and Leeds via Ormskirk, Wigan and Blackburn, Colne, Skipton and Keighley; a main-line distance of 128 miles.

Work commenced in 1770 but there were frequent, lengthy, stoppages occasioned by the shortage of capital and the system was not completed until 1816. Although it was never very successful as a through route, it nevertheless usefully served local and regional purposes for most of its working life. In common with other canals of that era its effective use for industry today has declined to negligible proportions although it still provides for recreational and water supply purposes.

The first phase of its construction continued, albeit sporadically, for seven years by which time capital was exhausted. Broadly speaking, nearly 70 miles then remained to be completed between Wigan and Gargrave.

The next major phase commenced in 1790 when Robert Whitworth was appointed engineer. John Harrison was assistant on the Lancashire side and Samuel Fletcher on the other. In common with most engineers of the time, Whitworth was simultaneously consultant to several other Canal Companies, and could spend only short periods of the year on any one of these major projects, of which the Leeds to Liverpool was probably the most demanding. Both halves of the undertaking were subdivided into several sections, each with its own local supervisor who controlled various contractors and direct works gangs. It was very difficult to communicate with this motley assemblage of personnel and the problems of management could not have been made easy by the largely inexperienced, untrained staff with which these early engineers had to deal.

Many decisions on forward planning, engineering details and construction methods would be made with only infrequent reference to the principal engineer; hence it is not surprising that the construction programme of this major canal progressed in a rather haphazard and inefficient manner. There were

many disputes over purchase of land, accommodation works and damages to land. None could have been more protracted nor deplorable than those which took place over the nine years from 1790 to 1799 between the Company and the Bagshawes of Cotes Hall at Barnoldswick, in the Craven district of the West Riding of Yorkshire.

John Bagshawe of the Oaks, Wormhill Hall, of Castleton and Cotes Hall (1758-1801), the principal protagonist in these disputes, was the second surviving son of Colonel Samuel Bagshawe of Ford Hall. He was left fatherless at the age of four but his guardians, Colonel Henry Caldwell and William Bagshawe of the Oaks, ensured that his education and training in life were not neglected. Eventually he decided to take up law as his profession and entered Lincoln's Inn in October 1781, where his efforts met with the approval of his family.

On the death of William Bagshawe (1713-1785) the estates passed to his bachelor brother John (1715-1791), a forlorn and unhappy recluse. His young namesake was invited to live with him at the Oaks, near Sheffield, and for the next six years young Bagshawe attended his elderly relative, at the expense of his legal career. In November 1791 young John Bagshawe inherited the joint estates of the brothers John and William and found himself master of four major properties in Yorkshire and Derbyshire. These he held in trust for life and it was stipulated that he would have no power over disposal if he died without issue.

He felt his responsibilities to his family's inheritance keenly, a fact readily confirmed by a study of the Bagshawe Muniments. During the ten years of his ownership he concerned himself with the day-to-day management of his several estates with his customary diligence, helped no doubt by his knowledge of the law. Efforts to improve his properties, to extend their acreages and to preserve them from the demands of various statutory undertakings and other less powerful bodies left their mark upon him as the years went by, so that his health eventually suffered. Although basically a kind man who made a good

and generous friend, he could be arrogant and acutely sus-
picious of those whom he even suspected of calumny. To
proven marauders, and one cannot deny that the Leeds to
Liverpool Canal Company were in this category, he could prove
to be an unrelenting and vindictive opponent. Unfortunately
these characteristics were occasionally carried too far and it was
this lack of judgement which may have led him into several
legal disputes (tradition says nineteen in all, of which all save
one were won by him).

Although he was apt to spend many hours at his desk with
his papers and plans, he was not a man to abjure specialist advice.
To judge by his many correspondents, he frequently engaged
men of the high calibre of Fairbanks of Sheffield, Nuttall of
Matlock and Outram of Alfreton for estate surveys and manage-
ment and sought the opinion of Counsel in resolving many of
the legal headaches that presented themselves during the tenure
of his properties.

The last ten years of Bagshawe's life coincided with a difficult
period for Britain since it was a time of unparalleled social and
industrial changes when much Parliamentary legislation was
introduced. All this made acute demands on institutions long
established, including the English country gentleman who had
long jealously preserved his best investment—his land—and
any efforts to wrest this from his possession met with bitter
response. This attitude of mind is clearly evident throughout
Bagshawe's writings which refer to several disputes with the
new industrialists, particularly over the acquisition of lands for
canals and the turnpikes.

The Cotes Hall Estate was located close by the township of
Barnoldswick, (often referred to as "Barlwick") in Yorkshire.
Although William Bagshawe had probably lived in the Hall at
one time, the latter years of his life were spent at the family seat
at the Oaks. Cotes Hall was thus seldom visited and, in fact,
the elder John never visited Craven during the years he enjoyed
it from 1785 to 1791.\(^1\) There was no regular agent there to
oversee the tenant farmers at Cotes Flatt, Greenberfield and the
Hall Farm, or the Mill close by. During these years the Hall

seems to have been occupied by the tenant although it may be that certain rooms were reserved for the landlord during his rare visits. John Lingard of Astley seems to have been employed as a surveyor and valuer up to about 1792, but his terse correspondence suggests that he was more of a rent collector than anything else and the younger John Bagshawe never appeared to use him for other purposes, except possibly as a gatherer of local news and gossip. Certainly it was from Lingard that Bagshawe first heard of the Canal Company’s renewed activities in 1790.

William Bagshawe had been in occupation in 1770 when the Leeds to Liverpool Canal Company obtained their first Act for making the Canal. There can be no doubt that he had been frequently consulted by the proprietors and surveyors of the line of the Canal, and in particular by John Longbottom of Halifax, the Principal Engineer and Surveyor. Relationships then appeared to be cordial enough and Bagshawe soon realized that his estate was one of the nearest, containing limestone, to the Lancashire end of the canal where lime for mortar and tillage was in great demand. At that time he apparently made a deep drain for the purpose of draining a limestone outcrop (probably at A, Fig. 1) in the fields above Greenberfield Farm. The plans disclosed that the Canal would pass between the rock and the highway so he insisted upon the construction of an “arched road” under the waterway through which the drain could be cut. There were additional advantages to be gained from this in that the underpass would provide access to the fields beyond the Canal and to the main highway as well. Longbottom approved of this since he wrote to Henry Bagshawe Esq., 9 September 1770:

After that I had parted with you recollected that we was under an obligation by promise of making you an archway for a road to your lime near Greenberfield. At the next general Committee will lay it before them. I have no doubt but it will be ordered.

1 Ibid. 8/4/2201-60. Correspondence of J. Bagshawe with the Lingard family of Astley.
3 10 Geo. III, C. 114, R.A. 19 May 1770.
Fig. 1. The Cotes Hall Estate in 1808. The canal is constructed along the contour and the land falls steeply to the north west between bridges (b) and (h).
The matter apparently rested there for twenty years until the revival of interest in 1790, a time which approximately coincided with John Bagshawe’s inheritance of the estates. The line was substantially resurveyed by Robert Whitworth, the eminent engineer engaged by the Company to design and build the next stage of the works. Whitworth, one-time favourite pupil of James Brindley, was simultaneously concerned with the management of several other navigations, such as the Thames and Severn, the Dearne and Dove, the Ashby-de-la-Zouch, and other canals. The first formal intimation to Bagshawe of the Company’s plans was contained in Whitworth’s memorandum written in his own hand to Bagshawe’s then tenants, Thomas Thornber at Greenberfield and Peter Hartley at Cotes Flatt. This stated baldly that

the lengths of the Canal through Mr. Peter Hartley’s Farm will be about 32 chains and through Mr. Thornber’s about 38 chains. The quantity of land, that will be about seven acres.  

The first portent of the troubles ahead then followed with a report by Hartley of a meeting in Colne on 24 November 1790 where

The Proprietors used the landowners very ill. I have heard they have let the Canal to cut through your land but I have sent Mr. Whitworth word that he must not put a spaid [sic] into the land till it be agreed for. I understand they are not for making a bridge over the Canal to Greenberfield, they propose the road to go on the side of the Canal.  

The Canal Committee’s proposals for land purchase were submitted to John Lingard a few days later. Matthew Oddie, the Company’s Superintendent Surveyor for the section, pressed politely for a rapid response as

the cutting of that lott is let which goes through Mr. Bagshawe’s Grounds and the workmen are prevented from proceeding till his pleasure shall be known.  

The developments at Barnoldswick must have severely disrupted the rustic calm of that isolated farming community. The inflow of tough and aggressive labourers (known as navigators),

1 Hadfield, op. cit.
3 Ibid. 8/4/1267. Peter Hartley to Bagshawe (26.11.90).
4 Ibid. 8/4/1268.
the establishment of a shanty town nearby, the appearance of contractors determined to complete their alloted sections in minimum time and at no personal inconvenience, created much alarm and despondency. Above them all were the aloof and difficult proprietors and their officers who, secure in the knowledge of their statutory powers, treated the simple country folk with contempt. Certainly Peter Hartley's missive suggests how his quiet rural life-style had changed within such a short time and he was clearly unhappy with a situation which was beyond his experience:

... they would have begun a cutting in your estate long since but for my speaking to Mr Whitworth to hold them off. But they certainly will begin a cutting [sic] for they are to complete it in such a time. The undertakers and those workmen are fit to stone any body for they are the roughest [sic] lot of men that ever I did see, for they do not care how much damage they do to any body...²

It might well be that this early *cri de coeur* was taken seriously by Bagshawe, as his resistance to the Company's proposals stemmed from about this time. No doubt his views were also coloured by the alarming news which Hartley gave in his letter regarding proposals for bridge and road diversion works at Greenberfield. This scheme, the details of which gradually emerged over the weeks to follow, was discussed with neither Bagshawe nor the adjacent landowner, Major Farrand. They were presented with a *fait accompli* by the Company and were obviously expected to like it.

The works projected in 1790 were quite different from those tentatively agreed with William Bagshawe some twenty years earlier and can be understood by reference to Fig. 1.³ The estate was split into several parts by the Canal and the highways were severed at (b), (d), (f) and (h). The Company proposed to build bridges at (b), (d) and (h) and yet refused to build another at (f) in the "ancient highway", preferring instead to divert the old road some 800 yards along the east side of the

¹ Private correspondence, Mrs. Ivernia Wilkinson, Gillians, Barnoldswick, to the author.
³ Estate boundaries taken from a plan by Fairbank of Sheffield dated 1808 (Sheffield Public Libraries, Ref. OD 1239).
canal before crossing again by an overbridge at (h). Eventually, after a good deal of complaining by Major Farrand, a bridge was built at (g) but Bagshawe was never consulted about this either!

Accommodation bridges at Eastwood (c) and the Banks (e) were refused even though an important barn was located on the lower side of the Canal at this latter point. The Company refused to discuss the earlier proposal for an archway and drain from the Greenberfield quarry and in fact they intended the new road should pass between the rock and the Canal thereby covering the location of other proposed limestone working areas! This situation was presented to farmer Hartley for onward transmission to his master in Sheffield. It was a high-handed action, incompetently managed, and firmly set the seal on subsequent relationships between Bagshawe and the Company's officials.

Finance for capital projects was in short supply at that time and, in fact, England was faced with a succession of financial crises over the next few years. Probably because of this, the elimination of every possible accommodation works was the deliberate aim of the engineering staff. The needs of the farming community for the management of their estates was far from the minds of the proprietors as they concentrated only on those

![Diagram showing a section along the ancient highway which illustrates the difficulties of building a bridge across the sidelong ground. View looking to Barnoldswick.](image-url)
bridges which they decided they were statutorily obliged to build. A bridge at (f) would be a difficult feat because of the steep, sidelong ground (Fig. 2). They seem to have assumed, therefore, that the public highway could be stopped up at that point since this could be replaced by a diversion. The cost of the latter, which could be made from limestone excavated from the adjacent Canal cuttings, was far less than building a major bridge with its associated approach roads and earthworks on the original line of the ancient highway. It did not seem to concern them that the diversion was long and inconvenient to the public, neither did it seem to matter that the new road would be built across private land. These factors were other people's misfortunes.

There was no immediate response from Bagshawe following Hartley's letter; he seemed to play a waiting game but perhaps he began to wonder more deeply at the reasons for the Company's actions. He believed that his land at Greenberfield had the best limestone in the neighbourhood; better even than Major Farrand's successful Gill Rock Quarry, recently opened to the north of his estate's boundaries. Were the Company's actions a means of obstructing his efforts to exploit the limerock in the estate? In later years Bagshawe was to voice this opinion quite openly, particularly after the news broke that the Company had purchased land from Mr. Parker at Rain Hall (B on Fig. 1) for quarrying purposes.

The present writer's view is that this did not seem to be the Company's intention. They were desperately short of capital throughout this phase of construction and they were simply out to save on accommodation works. The obstructions at Greenberfield were not deliberately planned, they were an unfortunate coincidence. It reflects no credit on them, however, to point out that these savings must have been used to purchase several acres of land from Parker. These actions, which were in any event probably illegal under their Act, would at least secure much needed revenue for financing what had proved to be a difficult section to engineer. To that extent, their intentions, but not their means, were laudable.

Eventually there came further pressure from the Company
through their agent Oddie, who urged Bagshawe to resolve the question of land purchase when he wrote:

... hitherto have been fortunate enough to avoid having occasion to call any Commissioners of Jury and we cannot stand still without great injury to the undertakers and workmen as well as inconvenience to the Proprietors and the Public. ¹

With this it seemed that Bagshawe approached Joseph Outram of Alfreton (1732-1810), Estate Agent, Valuer and Commissioner of Enclosures, for professional assistance. Outram, a crusty, difficult, man was well-known in the Midlands and South Yorkshire as an able and reliable agent, and in this capacity he was to act for Bagshawe until the latter’s death in 1801. Outram’s eldest son Benjamin (1764-1805) was one of Britain’s leading civil engineers. He was in considerable demand during the Canal Era as engineer to several major schemes, notably the Nutbrook, Derby, Huddersfield Narrow and Peak Forest Canals, although he was simultaneously associated with the works of several others, including the Nottingham, Ashton and Cromford. ² He was one of the leading supporters of early horse-drawn railways, and not surprisingly Samuel Smiles³ and others sought to associate the word “tramroad”, quite erroneously, with his name. John Bagshawe knew of Benjamin’s reputation and sought his advice, through Outram, Sen., on several occasions during his disputes with the Leeds to Liverpool Canal Company.

Joseph Outram proved the ideal man to negotiate with Major Clayton, Valuer for the Canal Company. The Company’s Surveyor, Henry Waddington, had carried out an accurate assessment in November 1790 and every field in the farms affected had been itemized, the value per acre varying from as little as 10s. for “Highest point Bowker” to 60s. for “Hall Crofts No. 1”. ⁴ A twenty-eight years purchase price was offered and the Company’s valuation, which included for timber felled, came to £375 for 4.4 acres. Not surprisingly Outram

² Hadfield, op. cit.
disagreed and his valuation was £412 10s.\(^1\) based on thirty years purchase; this was promptly refused. The Company would not negotiate on the trifling difference of £37 10s. and threatened to take the matter to a Commission.\(^2\) This incident seems difficult to explain, particularly since agreement had been reached with adjacent landowners at similar rates and Bagshawe and Outram both knew of this.

Some correspondence then followed between Bagshawe and the Company’s Chief Officer, Mr. Hardy, of Hardy and Hailstone, Solicitors of Bradford. Suspicion was uppermost in Bagshawe’s mind as Hardy made reference to the fact that Bagshawe’s inheritance was in trust and he implied\(^3\) that negotiations should more correctly proceed through the Trustee, Micah Hall of Castleton. Hardy subsequently was to show an unpleasant, unprincipled side of his character when he made deliberate efforts to discredit Bagshawe in the eyes of the Trustee. Presumably Hall was a more complacent and pliable character than was the younger and more businesslike Bagshawe.

Bagshawe was only too anxious to prove to Micah Hall that he was diligent in his dealings regarding the Estate, but he was to receive little encouragement from that quarter. This is suggested by correspondence from Hall in which the latter sought to avoid involvement, even though it was clearly his responsibility to take the final decisions:

... as you, Mr. Outram, and Mr. Lingard have taken the settlement of the Canal business in Craven I wish you still to conduct it, as I am rather strange to it. Whatever you think right I shall be content with ... the difference between you is small and if you get a greater price perhaps it may not pay the expense, but I leave to your consideration...\(^4\)

These remarks, however, offered some sensible advice and the matter was subsequently settled by halving the difference and agreeing that “… the said Company and their workmen shall enter upon the said lands for the making of the said Canal at their

\(^1\) Bagshawe Mun. 8/4/1273. Valuation of wood and land by Mr. Outram ([P]. 1.91).
\(^2\) Ibid. 8/4/1277. Bagshawe to Peter Hartley (21.2.91).
\(^3\) Ibid. 8/4/1280-1293. Correspondence between Hardy and Bagshawe.
\(^4\) Ibid. 8/4/1990. Hall to Bagshawe (1.3.91).
Some months later Hardy met Bagshawe in Sheffield and paid him £350 on account. It is interesting to note that the receipt stated that the cash was "for the use of Micah Hall Esq., surviving Trustee named in the Will of William Bagshawe Esq., for land taken. . .".

Bagshawe made two visits to Cotes Hall in 1792, both in the company of Joseph Outram. The September visit was the most significant as Outram assessed and agreed "damages to lands" with Matthew Oddie but he may have been involved too in certain engineering matters, since unspecified advice had been sought from his son Benjamin and John Sutcliffe, the Yorkshire engineer who met them on site. However, the matters must have been resolved satisfactorily and Outram later submitted his account for £21 15s. for the "whole 17 days out".

The first skirmishes over, there commenced a long, uneasy peace. In the ensuing years Bagshawe, a rather lonely bachelor, struck up a sound friendship with Outram, Sen., as well as with the favourite son Edmund (1765-1821), then a tutor at St. John’s College, Cambridge. The affable Joseph, Jun. (1771-1830), too, appears to have commenced assisting his father in 1791 in his surveyor’s practice and he was soon to conduct affairs in a sensible, painstaking manner. He was to write to Bagshawe on many occasions, particularly about affairs at Wormhill and the Oaks, and none was more touching than his first letter:

... have sent the two maps as my father directed which I hope you will receive safe and to your satisfaction—relying on your generosity to excuse any defects in my copy of the Plan it being nearly my first production...

Outram, Sen. was certainly busy at this time as Estate Agent and Commissioner for Enclosures. He was constantly away from home, even though he was seriously troubled with gout and rheumatism on occasions. He was evidently a man whose

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2 Ibid. 8/4/1294. Receipt (17.10.91).
7 Ibid. 8/4/2800. Joseph Outram to Bagshawe (26.5.93).
opinion was much sought after and his letters to Bagshawe refer to his dealings with such eminent personages as the Duke of Leeds and Lord Hartington.¹

For two years, until early in 1794, the Craven business seemed to remain in abeyance. Bagshawe did not visit Cotes Hall during this time and the lack of correspondence relevant to this period implies that the Company were peacefully pursuing their way. The disputes however were only just beginning. It might be that rumours heard by his rent collector caused Bagshawe to invite John Bolton, solicitor of Colne, to act as his local legal representative from February 1794, but at the same time he may have been anxious about the balance of money still to be paid for the lands taken. This was outstanding after nearly three years. Bolton’s first letter assures him that

... I shall feel peculiar satisfaction in leading you any distance in your proceedings against them and which their overbearing conduct in general but too often merits...²

but goes on to tell him of similar problems and difficulties experienced by others and promises to “take a ride out into Craven on purpose in a day or two”. What he saw there was sufficient to bring Bagshawe to Craven. The Canal Company had, without warning, already entered his property at Greenberfield and had stopped up and diverted the ancient highway across several hundred yards of land alongside the partially-completed canal. This diversion, as previously described, ran down the east side of the Canal to a bridge near (h) (Fig. 1) but, following objections from Farrand, the Company had agreed to shorten the road to Greenberfield where it would cross a bridge (g), the foundations of which were then under construction. Bolton was told that this new bridge would also suffice as an occupation bridge for the Major’s estate. Bagshawe was astonished and furious at this turn of events. He met both Whitworth and Oddie on the site and strongly objected to the road alignment, “between his Lime Rock and the Canal at Greenberfield”.³ A week later, on 5 June, Bagshawe met the

¹ Ibid. 8/4/2813. Do. (3.11.93).
² Ibid. 8/4/942. Bolton to Bagshawe (17.2.94).
principal engineer, agents and several Canal Committee members on the banks of the Canal when he again stated objections. It seems that a tentative offer was then made to place a bridge at the point where the ancient highway would cross the canal and turn the road alongside the Canal on the opposite side, by which his estate and lime quarry would have been left open to the Canal. Alternatively, they offered to build him a bridge which could take a side cut from the Canal under the diverted highway into the quarry workings. Either form of construction would be at the expense of the Company.

At a further meeting the next day, it seemed that the Company had had second thoughts and that now they would "consider about the road and give Mr. Bagshawe an answer". Feelings then seemed to have run high. Bagshawe expressed surprise that the agents should divert the road and divide his fields without having informed him. There was an immediate counter claim that his leave had been asked for and obtained, but when asked to trace the agreement nothing could be found in writing and the agents referred from one to another "until at last it was fixed upon Mr. Whitworth who said Mr. Outram had given leave on behalf of Mr. Bagshawe". Old Outram utterly denied the accusation after which the eminent Whitworth weakly said "he thought he had granted leave". There was no doubt about it, the Committee and senior staff were embarrassed and they were in a mood to compromise. At that juncture Bagshawe should have shown his customary magnanimity and gone for a fair agreement on his accommodation works. The problem would have been solved then and there. Instead, in a moment of weakness, he enjoyed his victory and elected to turn the screw. Bolton was instructed to write to Joseph Priestley, the Clerk of the Company to say that

... no accommodation the Company can contrive, can remove the objection to the road passing between the Canal and Greenberfield Lime Rock... 

Bolton tried to placate his client somewhat but Bagshawe was in no mood to listen. He suggested vaguely that Counsel's opinion might be sought on the matter and yet went on to say

1 Ibid. Replication by A. Chambre. Report of a meeting on 6 June 1794.
I believe Mr. Outram's son, who is an Engineer rising into fame, will be at no great distance from Colne very shortly. If you think any great advantage can be derived from his going over the line of the Canal with you, I mean in considering of the practicability of building bridges or in any other respect whatever, I will desire him to call upon you. [although] if he goes there perhaps he would wish it should not be made publick. ..

This was a curious statement. Perhaps he realized that Benjamin Outram at that time was associated with several canal projects and that, as an engineer "rising into fame", he could not afford to make enemies of any Canal Company. There were signs that Bagshawe, though unrepentant, was rather unsure of his next step. In fact, it is difficult to deduce just what he did expect from the Company at that juncture.

One thing was certain. He was well versed in the law and always abided by its dictates. The Canal was an accomplished fact, irrespective of the disadvantages it imposed on the running of his estate, and he accepted the Company's statutes without question. He also knew that the law was intended for all and he could never understand why the Company did not as readily observe their obligations to others.

As regards his accommodation works, it seems likely that he would have been satisfied with unchanged public highway routes with bridges constructed at the appropriate Canal crossing points; occupation bridges at Eastwood (c) and the Banks (e); as well as certain drains and minor works such as cattle-watering places and so on. His rights to a major underpass at Greenberfield would have been waived and conceivably he would have agreed to sell the severed triangle of land at Long Ing, a field coveted by the Company after their purchases at Rain Hall. He was something of an entrepreneur at heart and he was conscious that the Canal might be a good thing for his estate. It was not difficult to envisage the splendid outlet for his quarry at Greenberfield and the establishment of several wharves along his frontage, particularly in Barnoldswick township. It is interesting to note that, irrespective of his quarrels, he could nevertheless enquire of Bolton for shares in the Company. Rather transparently these were "for a friend"!

1 Ibid. 8/4/957. Bagshawe to Bolton (25.6.94).
He had not long to wait in his uncertainty. Bolton was soon to be approached by Oddie and a Committee Member, Mr. Skelton, in an effort to resolve the matter. The Committee had conceded to the reasonableness of Bagshawe having his accommodation bridges but wished to know what sum, if any, you would be willing to accept to waive your claim to the Company making both, or either of these bridges, and for your consent to the Company completing, and the public enjoying, the road near Greenberfield. . . .

Bolton told them that their propositions were not likely to be successful but they went on to say that an alternative was to build a bridge a little nearer to the position of the crossing of the ancient highway, and to divert the road, mainly along the west bank. However, they stipulated that if this were acceptable then the bridges at (e) and (f) would not be constructed. This ill-considered alternative certainly did not appeal to Bagshawe and for some little time there was stalemate.

Meanwhile the opponents proceeded with other, more pressing matters relating to the Canal. Bagshawe submitted his requisition, as he was entitled to, under the powers of the Act, for miscellaneous damages and minor accommodation works required of the Company. These concerned tenants’ damages, the making and maintaining of “fences” (dry-stone walls) for boundaries, drains necessitated by stream diversions, the making of a sough under the Canal to drain the quarry at Greenberfield, and damages for limestone excavated by the Company on the estate and transported elsewhere for use on bridge and wall building. The bridges and access problems were again alluded to besides the removal of rubbish and repairs to estate roads used during construction.

The Committee were fairly accommodating in their response, as indicated by the Minutes of their monthly meeting in June 1794 at the Swan, Gargrave. They acceded to most requests

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1 Ibid. 8/4/952. Bolton to Bagshawe (20.6.94).
2 Ibid. 8/4/953. Requisitions delivered to Mr. Oddie, June 1794.
3 Ibid. 8/4/955. Bolton to Bagshawe (21.7.94). Enclosed was a letter from Priestley (19.7.94) which reported the committee’s decision. See also ibid. 8/4/954, minutes of a meeting at Colne (5.6.94).
except the sough and the bridges and to the limestone excavated along the course of the Canal. They refused to reimburse Bagshawe for this valuable commodity even though reference was clearly made in their Act that such excavated materials should remain the property of the owner and be left in a convenient place for his usage.

Some interesting points arise from the Minutes, notably on damages, land purchase and interest rates. They stated that:

Tenants' damages will be settled, upon the principle that they shall be entitled from the Company for damages done to land not purchased: purchased land the Company considered as paying for by interest as from the time of entry. The Company will measure off the land as soon as it can be done and will pay 4½ % for the remainder of the purchase money when ascertained from time of entry.

It is interesting to note that measurement and the setting-out of land boundaries was not done on this Canal, or indeed on other Canals, until completion of the works. Today, land required for construction would be accurately assessed from survey drawings and the fence lines set-out before any work commenced. This eliminates the possibility of trespass and damages, and means that land can be purchased before work is in progress.

The Company also offered to allow Bagshawe the cost of a fence on the edge of the towpath and the return of the land forming the steep Canal banks for "herbage" after reseeding. They offered this on the terms that they would thereby only pay ten years purchase, or one-third of the purchase price. This was an interesting offer which posed legal problems regarding bank maintenance but, as can be noted on a visit today, Bagshawe decided to retain long sections of his banks in this manner and did so probably on the advice of Joseph Outram and his son Benjamin. The latter drew attention to the importance of retaining the banks, for there was always a possibility of building wharves along them at a later date, thereby deriving further profit.

Following this, Bagshawe reviewed the situation regarding his bridges and there followed some discussion between Bolton, Hardy and members of the Committee. Bolton sounded out
Fig. 3. A copy of part of the 1770 chain survey of the Canal where it passes through Craven. Note the simplicity of this detail, upon which the costs of the engineering features, bridge and locks were assessed. (From the Survey of 1770 by Eyes and Melling, in Wakefield Record Office).
their feelings regarding compensation for not building either of
the two bridges. He suggested £100 for each structure but
unfortunately the Company prevaricated, saying that this was
twice as much as their actual cost. They were unwilling to
bargain, though Bagshawe seemed prepared to do so.

Bolton told Bagshawe that he knew £80 had been paid to
others in similar circumstances and he learned in earlier con­
versations with Whitworth that this cost was not unreasonable.
However a yearly rental was offered by the Company in lieu of a
lump sum during one of the interminable site visits arranged by
Bolton, who then wrote:

"... Before we parted I asked if I might say they would allow 8£ per annum,
i.e. 4£ for each bridge... Priestly objected—half that sum ".

Furthermore, Bolton was again pressed to accept the new
highway location and reference was made to the Company
making a side cut under it with a bridge at their expense. In a
way it is surprising that Bagshawe refused such an offer, yet
difficult to understand why the Company should make it while
refusing at the same time to build bridges elsewhere:

... I am glad the Canal Company begin to act somewhat reasonably... [wrote
Bagshawe, but] I prefer a payment in money rather to the payment of an annual
rent. If they will not come into reasonable terms in fixing what is a reasonable
compensation let them build the bridges.

He made it quite clear that he still objected to the location of the
new road, a position from which he never moved.

Then followed further delays as the Company got on with
the job of building their Canal across two Counties. Bolton
could only write:

Matthew Oddie came home last night from the cuttings with nothing—but
they will abide by their usual inclination to come to no settlement about anything.
He says nothing can be done until the banks can be cleaned up...

Both Bolton and Bagshawe were unreasonable to expect instant
attention to their problems, which to the proprietors were only
minor when considering the entire dimension of their business.

1 Ibid. 8/4/956. Bolton to Bagshawe (27.7.94).
2 Ibid. 8/4/957 and 958. Bagshawe to Bolton (28.7.94, 30.7.94).
Small wonder what with Bagshawe's persistence and obstinacy, the chronic cash shortage and the difficulties of communication, that eventually the whole problem was to explode into a major quarrel. However Priestley wrote again to say in regard to one of the complaints that:

There is some rubbish to be removed from the side of the Canal in a close at Coates Hall, which will be taken away as soon as the Canal is navigable there and then the whole of the bank through that estate will be finished off.¹

He went on to say that the Committee, after taking further advice, had decided that Bagshawe was asking more for his two bridges than they would cost to build. He offered to discuss the matter further "as they conceive he does not wish the Company to suffer by the commutation". His assumption was quite wrong as Bagshawe wrote to Bolton (16.9.94) that "it is evident that the Company trifle with us. I shall put myself to no further trouble or expense...".² He then instructed his solicitor to give notice of a Commission, as was his right under the Act,

to get the business of the bridges settled. I mean the occupation bridges for as to anything that relates to them not building publick bridges or for having diverted publick roads we will for the present be silent.³

Meanwhile, a notice was served on Oddie discharging him and the workmen from using the diverted road and instructing him to remove rubbish from the estate.

Another eighteen months passed, but Bagshawe could have had little complaint at the information which Bolton sent in a steady stream of letters. The unfortunate contractors came in for constant criticism over what appeared to the solicitor as rubbish-strewn, untidy workings; half-finished bridges and dry-stone walls; unsoiled, unseeded banks and the like. He showed a complete lack of understanding of the nature and sequence of engineering construction, as, indeed, would the layman of today. Construction sites always appear untidy and ill-managed to the uninitiated until the structures emerge,

¹ Ibid. 8/4/962. Wilson (Bolton’s clerk) to Bagshawe. Enclosed was a letter from Priestley (23.8.94).
² Ibid. 8/4/963.
³ Ibid. 8/4/969. Copy of a notice served on Oddie.
complete and finished as the designer intended. The picture of gloom thus inadvertently presented by Bolton to Bagshawe could lead the latter only to further obstinacy:

... if nothing has been done respecting the walls, be pleased to proceed against the Canal Company immediately. This business must now be settled and if I be wrong I must take the consequences.¹

Not long after this there was a further unfortunate blunder by the Company’s workforce on the Cotes Hall Estate. An ill-informed group of workmen occupied part of the estate at Long Ing (B on Fig. 1) and started to cut a deep drain across it. This was done in order to drain the 2½ acres of land at Rain Hall which the Company had purchased from a neighbour, Mr. Parker, for 1,000 guineas. There was no doubting their intentions; the Company were to quarry on this land for limestone. Bagshawe thought the worst; that the Company had it in mind to deprive him of easy access to his Greenberfield rock since it would operate in direct opposition to their own deposits at Rain Hall. Peter Hartley was quickly instructed as tenant “to sign Discharges against Trespassers in this close”.² The Company’s agent urged Hartley to believe the drain was solely for the purpose of draining his own land but no one believed him; almost every action of the Company was now viewed with suspicion whether it was justified or not. Bagshawe was uncertain and he hesitated when Bolton pressed him to show the Canal Company you are really in earnest. I think it would be right to give them notice that if the different causes of complaint under the conveyance of the Company are not removed and the damages to you and the tenants are settled—as prescribed by the Act you will apply to the Commissioners and convene a meeting. I believe they will not willingly permit to have resort to Commissioners, however you will have the goodness to turn this matter in your own mind... 

However, within days of this fresh quarrel a Select Committee of the Company, including Hardy, the Company’s Clerk Joseph Priestly, and their local agents, hurried to Barnoldswick in what must have been a desperate attempt to right matters with

² Ibid. 8/4/1005. Bolton to Bagshawe (1.9.96).
Bolton. Their principal concern was the drain and they were most amenable and conciliatory, asking on what terms Bagshawe would permit them to continue works across his fields. They went so far as to ask to purchase the land, but their insistence that the purpose was to drain all the lands above the Canal with a view to general improvement did not impress Bagshawe. He refused to discuss it and the Company were eventually forced to divert the drain around his land instead. It is again difficult to understand why the Company were not truthful about their intentions. Their actions suggested sharp practice. Bagshawe's suspicions must have steadily increased regarding their apparent efforts to prevent his opening a quarry at Greenberfield when he could see their desperate efforts to open their own workings in a less convenient situation only two miles away.

As work progressed through the estate to a peak of activity, injuries or imagined injuries of one sort or another mounted in numbers. The country men were obviously unhappy with the speed of events which so disturbed their peaceful lives. Naturally they had no experience of the demands of heavy construction works and quite overlooked the fact that this was a temporary disturbance that would be gone and forgotten by the following season. It is a great pity that the more urbane Bagshawe did not recognize this. His worries and quarrels were loyally taken up by his tenants, who waged war on his behalf with the Company's local staff. This did little to help a deteriorating situation.

Twelve months were to pass until, in June 1797, Bagshawe instructed Joseph Outram to write to the Company to tell them that the road would be stopped up and destroyed unless agreement was reached. Evidently the Company had just completed the Greenberfield bridge (g) and were openly ignoring the earlier trespass notices. The temporary diversion had apparently become a permanent public highway. A letter from Hardy and Hailstone, Solicitors of Bradford, was hardly couched in reassuring terms:

we are ignorant of the particular cause of the complaint but suppose it may be

1 Ibid. 8/4/1006. Bolton to Bagshawe (5.9.96).
2 Ibid. 8/4/1017. Copy of a letter, in Joseph Outram's hand, to the Company (12.6.97).
the diversion of the road near Greenberfield.... [It is the] earnest desire of the Company to meet with Mr. Bagshawe on the fairest and equitable terms.¹

Stung by this impertinence, Bagshawe replied to Bolton:

The only answer I shall give it is that I hope justice will be done me at York for I have no longer any faith in the Canal Company's agents from whom I have experienced such intolerably ill treatment.²

Here, then, were the first suggestions that he was planning to take the matter to the York Assizes. Subsequent correspondence suggests that Bagshawe's anger turned to complete intransigence and the Company had great difficulty in dealing with him. The occasionally sarcastic correspondence from Hardy, a man who above all should have shown restraint and consideration, did not help the situation. For example, his communication with Bolton stated that:

there are now some defects remaining in Mr. Bagshawe's land which ought to be removed—if Mr. Bagshawe could give leave for workmen to come onto the land for that purpose they would be remedied. I am sorry that Mr. Bagshawe's conduct obliges us to use such extreme caution and wish it in your power to bring all matters to a peaceful determination.³

Bolton, nevertheless, cautiously pressed his client to come to some understanding with the Company. Bagshawe, after consideration, was reasonably amenable and a meeting was arranged for 11 November 1797 which, hilarious from today's standpoint, was conducted in deadly earnest by the protagonists. All the principal officers of the Company, including Hardy, Priestly and Robert Whitworth congregated at the inn in Barnoldswick while Bagshawe established himself in Cotes Hall. Business was conducted through written notes carried by messenger and the sequence of events and summaries were accurately minuted!⁴

It does not seem that the parties met on that occasion, even to pass the time of day.

Although this business was supposed to resolve all the difficulties quickly and conclusively, it turned into complete deadlock. Hardy was on his worst behaviour; his inherent

¹ Ibid. 8/4/1018. Hardy and Hailstone to Bolton (28.6.97).
² Ibid. 8/4/1020. Bagshawe to Bolton (3.7.97).
³ Ibid. 8/4/1037. Hardy to Bolton (18.10.97).
⁴ Ibid. 8/4/1333. Minutes, "Notes and Answers" (11.11.97).
politeness and good sense were never in evidence and the whole business was conducted by him on a spiteful personal level. His colleagues had been too closely involved over the past eight years to be able to view the disagreement objectively and they were similarly unwilling to act constructively. "Note 1" from Bagshawe proposed that "the Company measure up the land required for the Canal and pay the agreed sum less that already received". The "Answer" was that Mr. Oddie would meet Mr. Bagshawe so that they together could measure up, but that there should be "a reasonable time allowed to take Counsel's opinion upon title and prepare Conveyance. Mr. B to furnish abstract of his title". Bagshawe was annoyed by this rejoinder and said there was no point in measuring land "until the Company are prepared to pay for it". Moreover, he pointed out that there had been plenty of time for Hardy to check with Micah Hall and himself over title:

If Mr. Hardy is not satisfied then on what authority has the previous sum been already paid to him on behalf of Mr. Hall as Trustee? If there are doubts Mr. Bagshawe will give the Company a bond.

The answer did not help; Hardy would insist on exacerbating the situation. The Company was prepared to pay and there was no point in delaying measurement so

will Mr. Bagshawe say whether the appointment will be observed or not? Mr. Hardy did correspond with Mr. Bagshawe—and he thinks with Mr. Hall—past circumstances have materially varied since that time. Mr. Hardy conceives it his duty to be extremely cautious in all matters between Mr. Bagshawe and the Company and hence cannot give an answer to the proposed security though he does not doubt its sufficiency.

There was also an "annexed note" which asked:

What will Mr. Bagshawe accept as a compensation for the occupation bridges, fences and watering places he thinks himself entitled to, and also for the trespass in Bowker?

Thus was set the tone of the occasion. Bagshawe in turn responded, albeit with a sense of dignity and purpose that Hardy did not possess. The written communications passed to and fro throughout the day and never once was anything but title to the land at Cotes discussed. Such phrases from Hardy as "If Mr. Bagshawe is determined to go to Commissioners
they desire he will have the goodness to say so, and put an end to this useless correspondence”, and from Bagshawe as “with respect to his own conduct, it has been no further hostile towards the Company than to vindicate his own property and to prevent his rights being attacked with impunity”, peppered the correspondence. At the end of the day the tired and frustrated opponents had not repaired the breach. Bagshawe was clearly winning this battle of wits, no matter what its negative outcome, and the despair of the Company Officials can surely be felt in the last note when they said that:

Messrs. Priestly and Hardy desire to know whether they are to wait for Mr. Bagshawe’s answer and beg to observe that they are a long way from home.

Feelings must have run high in the village inn that day and some unguarded remarks overheard in the taproom were passed on to the landlord at the Hall. These statements are not recorded but the incidents resulted in a further letter from Bagshawe to Priestley and Hardy the day following that extraordinary affair. This was obviously written in an uncontrolled rage—unusual for Bagshawe—and it is barely intelligible in parts. The eminent Robert Whitworth came in for a dreadful haranguing for some choice comments made from behind his tankard!

... my conduct is under my own immediate protection nor shall anyone attempt to reflect upon it without notice. Indeed with respect to Mr. Whitworth, one of the servants of the Company, who unwarrantly in publick houses thinks proper to display his malevolence towards myself without rectifying.  

He went on to note, shrewdly enough, that the agents had always acted in an individual capacity in attacking his property without coming to agreement collectively beforehand. Always the lawyer, Bagshawe had for a long time deplored the crude, illegal methods adopted by the Company, their agents and contractors and this outlook resulted in the position he adopted. It was strange that Hardy, himself a solicitor, had never really accepted and understood this at an early stage. The suspicion must remain, as a result, that the intentions of the Company were not always entirely honest.

1 Ibid. 8.4/1333. Bagshawe to Hardy and Priestley (11.11.97).
In the following two months, further correspondence contained references to the title and to the terms of the trusteeship of the estate. Hardy, not satisfied with alienating Bagshawe, sought to blacken the latter in private correspondence with the uninterested Micah Hall at Castleton. This was the final, irretrievable act of this tragi-comedy and Bagshawe wrote to Hardy:

.. Perhaps your object in writing to Mr. Hall in the style you have done was to rob me of the estimation of a friend. Be it so, Mr. Hall knows too well how to appreciate false representation. This is the last letter you must ever expect to receive from me, either by a servant or by the post. My only motive in sending this by my servant is to be assured you have received it. Nor shall I open any letter I receive from you. ... Address yourself to Mr. Hall where it may be necessary. Write to Mr. Bolton where the latter may be affected. ..

Although it does not seem that the Company ever acted upon this he went on to say:

... The money that was paid me on account, namely £350, still remains in the fund, where it was first placed in Mr. Hall’s name. Draw upon my Banker for the same. ... I only expect that Mr. Bolton sees that the Contract with the Company be cancelled.

Meanwhile a succession of minor battles were taking place on the diverted highway. The new tenants at Greenberfield Farm, John Waite and his sons, set about obstructing the road with gates and brushwood. The agents retaliated and as quickly as these were erected, they were dismantled. The public must have found travel a difficult business just then but no reference is made to their plight. One presumes that alternative routes were found and the opponents were left to fight their battles alone.

In April 1798 a Writ of Inquiry for damages was executed by Bagshawe at the York Assizes before Mr. Justice Rooke. An abstract of these proceedings states the pleas in the case of John Waite and his son against Company servants George Smith and John Starkie. The Jury, unhappily for Bagshawe, found a verdict for the Defendants subject to the opinion of the Court

1 Ibid. 8/4/1341. Bagshawe to Hardy (25.12.97).
2 Ibid.
3 Ibid. 8/4/1351. Abstract of proceedings at York Assizes in the Kings Bench.
on the case. Reference was then made briefly to the history of the new road construction, to the disputes, and to the fact that the two defendants had pulled down gates by order of the Company. The question at issue was whether the said road made by the Canal Company was a public highway or not. The statement referred to the verdict:

If the Court should be of opinion that the said road is a public highway then the verdict to stand, if not then a verdict to be entered for the Plaintiffs with one shilling damage.

Bagshawe was disgusted. In a letter to Micah Hall he wrote:

but as I know myself to have been very ill used in the business it should be both ridiculous as well as discreditable to despond as to the future success. The petulance of the Judge Rook, who by the way is but an old woman, in finding he had an additional Writ of Inquiry to execute was the foundation of the quantum of damages given me which is directly contrary to evidence. Hardy has put an account... in the Leeds and Blackburn papers in a very sarcastic manner...¹

Hardy certainly had done this and had introduced a paragraph into the factual account which said that the "action brought about against the Company was a frivolous one".² Not to be outdone, Bagshawe wrote to the Leeds paper asking that "no one form a decisive opinion as to its merits until a second action has been determined resting nearly upon the same grounds as the former and which will be tried at the next York Assizes". He then promised to publish a statement of the matters in contest for the benefit of such persons who hereinafter unfortunately have concerns with that body of men, from which abatement they will be enabled to estimate the degree of candour they are likely to experience on the part of the Company or what reliance is to be placed on the assurances that may be given by some of their agents.³

There were certainly no holds barred now and the Company, as a result of their temporary respite, set about dismantling the road obstructions yet again. John Waite wrote in desperation from Greenberfield that

1 Ibid. 8/4/2096. Bagshawe to Hall (6.4.98).
2 Ibid. 8/4/1344. Bagshawe to a Leeds newspaper (probably The Intelligencer) (6.4.98).
3 Ibid.
ends in the old place where it was before. They came home for something to staple the gates with. In the meantime the walls, gates and stoops was pulled down and laid by the way side when we went to the place again.

We heard that said night that there was sixteen of the Canell Company's men came and pulled it down whilst we unloaded the cart that we had not the opportunity of seeing them.

And one of the masters was with them.

The Canell people says they will pull it down as often as we make it fast.¹

These building and dismantling actions were to be repeated twenty times in all! The last occasion must have been a sight to behold. John Waite the Younger "stuck to the gate till it became necessary to remove him by force".² In fact, a large gang of rowdy labourers from the cuttings dismantled the gate with Waite hanging grimly to it and threw him, gate and all, to the wayside!

Their glory was short-lived, however, as John Bagshawe got to grips with the problems that beset him. It is interesting to read the sympathetic remarks of his old Agent John Lingard, who wrote:

...I am sorry that you have these struggles with these people but, you know, they are not spending their own property...³

A pertinent remark indeed; unlike the Company, John Bagshawe spared no expense in summoning some of the best men in the business to his aid. There were two issues to be resolved, namely, the illegal diversion of the road which was to be referred yet again to the York Assizes, and also the bridges and other accommodation works which had to be referred to a Commission as laid down in the Company's Act.⁴ The latter was set in motion by a letter from Bolton to Hardy and Hailstone which advised that he was immediately to proceed to call a meeting of Commissioners for enforcing the making of occupation bridges unless the Company agreed to reasonable compensation "without prejudice to any other matters in dispute".⁵ He

¹ Ibid. 8/4/1345. John Waite to Bagshawe (9.8.98).
³ Ibid. 8/4/2248. Lingard to Bagshawe (9.4.98).
⁴ 10 Geo. Ill, C. 114, R.A. 19 May 1770.
⁵ Bagshawe Mun, 8/4/1347. Copy of a letter from Bolton to Hardy and Hailstone (10.8.98). Ibid. 8/4/1070 is the reply (13.8.98).
asked in lieu for 100 guineas for a bridge "in the crofts" and another "in the Banks" besides access along the banks of the Canal from Rain Hall Quarry and the severed land to Greenberfield Locks.

The Company apparently did respond and their deliberations were passed on to Joseph Outram for comment. Bagshawe wrote to Bolton to say that:

Mr. Outram is a very sensible man and understands the subject he writes upon much better than I do. He has a son of considerable note as an engineer who will give him any information that may be wanted.¹

Thus Benjamin Outram, civil engineer, who was then busily engaged on the Manchester Narrow Canals, was called in to report, albeit probably reluctantly, and to support his father and Bagshawe in this trivial, grossly exaggerated affair.

The two Outrams, both prickly characters at the best of times, were not always close friends and that Benjamin was wary of his father's anger is fairly evident in his brief correspondence. He arranged to meet his father and John Bolton in Colne on 1 October but on 24 September he wrote a note from Manchester to his younger brother Joseph at Alfreton asking if he would see his father to fix up an alternative time.

... I beg you'll loose no time to inform him how I am circumstanced ... a meeting of very great consequence here ... if I miss that meeting it may be the greatest loss in my private affairs here...²

Presumably an exaggeration, perhaps intended to fend off the old man's irritation! Joseph, Sen. was irritated and he wrote to Bagshawe

You see by this letter how you may be acted upon when you are a Father—however we must wait his time for in this business I will lay partiality aside. He is the first man I know...³

This was indeed a compliment from a man who did not suffer fools gladly.

The Outrams certainly did go to Craven in the company of Bolton and Benjamin's response to Bagshawe's detailed list of instructions is contained in his admirable manuscript report entitled "Observations on Mr. Bagshawe's Estate Upon the

¹ Ibid. 8/4/1071. Bagshawe to Bolton (23.8.98).
Banks of the Leeds and Liverpool Canal in Craven."1 This document describes in detail the state of the canal workings across the estate and also compares the quality of limestone in each of the established quarries as well as on proposed sites. He evidently understood the elements of geology and knew a good deal about limestone and the burning process. The suitability of different grades of stone for various purposes is also described and costed in a totally disinterested manner. He seemed, quite rightly, oblivious to Bagshawe's biased instructions and not all of his observations would have pleased his client. Benjamin Outram appears throughout his association with the deplorable Craven incidents as a quiet, impartial figure, not wishing to become too deeply involved in a business which might well affect his future as a Canal engineer and yet wanting on the other hand to support the stubborn but kindly family friend in John Bagshawe, and, of course, his irritable old father as well.

In his forecast of output he noted that the Company's new quarry at Rain Hall Rock would likely yield 300,000 tons at an expense of 6d to 7d per ton. But

the cost by purchase of land and expense of making the side cut will be nearly 2d per ton, exclusive of the interest of more than 2000£ capital sunk in such purchase and expence. So that at the present selling price of 11d per ton, the Company can't gain more than will repay their capital and interest and expenses of agencies.

He did not seem entirely satisfied with the stone found nearby in Bagshawe's estate and implied that it only had a limited use as a roadstone. That at Greenberfield (A on Fig. 1), however, was approved of and he gave some useful ideas as to how it might be exploited. In common with so many engineers of this period, he seemed reluctant to pen a scale drawing of his scheme, preferring instead to describe it fully in words.

A good deal of the report refers to the future of the local quarrying industry and its various outlets via the Canal. A most interesting and useful document, it nevertheless did not refer to the important matter of the occupation bridges. At Bagshawe's subsequent request Benjamin Outram penned an

1 Ibid. 13/3/451. Legal and other papers in the Leeds to Liverpool canal dispute. Mr. Outram's report.
elegant letter to his father regarding the cost of bridges and possible routes in crossing the Canal. Although he avoided controversy, he confirmed that the occupation bridges
done in the rough manner that several are which we passed, would cost from 60£ to 70£ each bridge, exclusive of the earth banking and rough stone to raise and form the roads to approach them, which I think in the one situation would cost 30£ and in the other 50£, or upwards, on the supposition they are for occupation only. .

Bagshawe's estimates of 100 guineas were not far from the correct value after all, it seemed. However, Benjamin concluded by saying:

I wish you may settle matters with the Committee amicably.... I hope by conversing with Mr. Hardy and some of their moderate men you will settle matters on a fair and liberal footing.

It was not to be. His very words had confirmed Bagshawe's own views and disproved the Company's estimates. The negotiations with Hardy were abandoned; the matter would go to a Commission after all.

On the matter of the disputed highway, however, matters were proceeding and the case was heard at the autumn York Assizes. There were to be no underestimates of the opposition on this occasion and the elaborate case presented by Counsel A. Chambre is indicative of these efforts. Professional opinions were sought from several engineers and surveyors. Typical were the measured chainages of the new and ancient highways to prove that the inconvenience to the farmer using the Banks Barn would result in 369 miles extra travelling in winter and 92 miles in summer!

The Company contended that the diverted road was a more convenient and commodious route and sought to justify this under Section 19 of the General Highway Act as having been diverted for twelve months and been acquiesced in”. There were few pulled punches. Eventually Chambre referred to the Company's purchase of land to open a quarry at Rain Hall Rock and submitted that their Act of Parliament enabled them to apply their funds only to cutting the Canal:

1 Ibid. 8:4/2885. Benjamin Outram to Joseph Outram (4.11.98).
3 13 Geo. 3C. 78.
... just as with as much propriety and reason, as it is conceived might the Trustees of a public Turnpike Road apply money borrowed for the purpose of making it, in setting up a set of teams and waggons to travel upon it, in opposition to other carriers, as this Company thus apply their money borrowed for the express purpose of completing the Canal in schemes and trading speculations upon it, to the ruin of other competitors. But this they do at great loss...

These business activities and the fact that they were made to appear as if they had prevented adjacent landowners, and particularly Bagshawe, developing quarries, showed them up in a bad light indeed.

Moreover it was pointed out that the Canal Act\(^1\) permitted the Company to divert roads so there was no justification for introducing clauses from an entirely different enactment! Their Act clearly stated that

the Company are directed not to make the Canal across any public highway until they have made at their own expense a proper bridge over or a convenient road under the Canal, to be kept in repair by them.

By the subsequent Acts\(^2\) further regulations were imposed upon the Company with respect to bridges:

several of them upon the application of the present Accountant General of the Court of Chancery, who had, by experience, learnt how shamefully they used the public...

The story drew steadily to an obvious conclusion and Bagshawe was to write to Micah Hall that

yesterday the Court of King's Bench determined unanimously in my favour and reprobated in very strong terms the conduct of my opponents which they said had been arbitrary, vexatious and oppressive. Lord Kenyon said further that it was a Job...\(^3\)

His Lordship also observed that

the inconvenience of having public roads made over private property was obvious to everyone. It would be giving tenants an opportunity by collusion of injuring their landlords.\(^4\)

Such was the attitude of the landowning classes.

Congratulations came from all directions; Bagshawe was evidently well liked and his tenants and professional advisers all sent letters of evident good-will to this man who could be

\(^1\) 10 Geo. III, C. 114, R.A. 19 May 1770.
\(^3\) Bagshawe Mun. 8/4/2100. Bagshawe to Hall (2.2.99).
\(^4\) Leeds Intelligencer (7.4.99).
generous to those who treated him with courtesy, but who proved to be an impossible opponent to those who did not.

The Commission had met in the previous November and that outcome was not entirely satisfactory for the estate’s well-being but at least it confirmed that Bagshawe must have his two occupation bridges besides cattle watering places and other minor works.¹

There were to be months of wrangling over this business as the Company still skirmished. Bagshawe steadfastly refused to negotiate with them, secure in the knowledge of this “complete victory”.

There was a request from Priestley

... to have the goodness to permit the Public to make use of such new road only until a bridge can be built in the ancient highway for which indulgence the Canal Company will be very willing to make you a liberal recompense payable when and as you please,² but Bagshawe could only answer “before this the Company should pay the balance of money of land taken for the Canal...”³

The unhappy Bolton bore the brunt of the struggles with the Company’s officers and that he was discouraged was indicated in his letter to Bagshawe:

...unhappy about your concerns—Mr. Hardy has at last condescended to favour me with an answer to my letter, or rather the receipt of it... I feel myself very inadequate to the exertion and more than ordinary care and alertness which are necessary in all proceedings with them. In fact a person who contends with them should have nothing else to do...⁴

There was one further Commission held that year and consideration was given to the damages suffered by Thornber, the former tenant at Greenberfield. Bolton wrote that

... the Company’s people behaved, I think, worse than ever, especially Hardy who I now think is one of the greatest brutes in existence. I must confess I had a very different opinion of him... They were completely defeated. The Commissioners awarded Thornber more for every specific damage which they determined than he had asked...⁵

The Company had been resoundingly defeated again.

¹ Bagshawe Mun. 8/4/1084. Copy of proceedings on the commission (9.11.98).
² Ibid. 8/4/1354. Priestley to Bagshawe (8.3.99).
As regards Cotes Hall Estate, they had little option but to build the occupation bridges and other works, but it is not clear whether they were able to avoid bridging the Canal for the old Highway. Local legend suggests that a swivel bridge was built and survived until this century, and this is possible, as an Order was made upon the motion of the Company's Counsel at the Quarter Sessions for the West Riding at Pontefract in April 1799 for a "Wooden or Swivel Bridge" with ramparts "of an ascent of four inches and a half a yard in length and no more".¹ This confirms the view that the Company were reluctant to build a conventional arch in such a difficult situation.

Bagshawe's constant and conscientious exertions on his estates were steadily taking their toll, and it is evident that by early 1801 he was a tired, sick man. Always an enthusiastic correspondent, his later letters were obviously dictated although some were occasionally written with a shaky hand. His old friends did not forget him, notably the Outram family, who were by then firm family friends rather than professional advisers. Joseph, Sen. wrote:

... sorry to learn your cold has not left you. I beg you will not play with it. I dread a cough, it passes too near a tender part...²

The amiable Joseph, Jun. who had frequently shown his regard in the past was to follow with:

... I am much concerned to hear of your indisposition and most cordially wish you a speedy and effectual recovery. I would not think of the messenger (who brings you a little fish) going to the Oaks without carrying for me all that I am capable of giving—my best wishes. . .²³

Bagshawe knew the end was in sight and he was troubled enough to write to his advisers for their accounts. His pathetic letter written just before his death to John Nuttall of Matlock, the famous land surveyor who had prepared plans of the Cotes Hall Estate, tells something of his lowly spirit:

... I am come to this place for the purpose of obtaining the best medical advice... I think my cough has considerably abated, except after dinner when some times

¹ Order book. Quarter sessions, West Riding of Yorkshire (1.4.99) (Wakefield Record Office).
it teazes me very considerably. I am therefore obliged to humour it as well as I can by eating no regular dinner but taking a little at different times, which lessens its violence. I continue very weak—I have one particular favour to beg of you, and which I hope you will not refuse me, it is that you will send me in your account from the time we have had any transactions together—I know I have been troublesome in asking for it so often, but in my present state of health, I think it my duty to have every demand sent in to me.  

He died of consumption a few weeks later, on 21 August 1801, at an inn in Staines.  

Correspondence contained in the Bagshawe Muniments on these Cotes Hall Estate matters abruptly terminates, as his brother and executor, the Rev. William Bagshawe, was preoccupied with his administrative duties. Numerous accounts were submitted over the next few months, some from embarrassed old friends like Outram and Bolton, but many from tradesmen and others making their meagre demands on what must have been a depleted personal estate. Bagshawe had staunchly defended his inheritance and had conscientiously extended the estates' boundaries wherever possible by judicious purchases. These actions and business dealings certainly safeguarded the future for his successors but did little to secure his personal fortunes. He did not die a wealthy man.  

The conflicts at Cotes Hall were of little importance to the Rev. Bagshawe and the poignant fact is that the Canal Company were thus able to defeat their old adversary, even though they had to await his death before succeeding. Unfortunately, the subsequent management arrangements on the estate are not recorded but the renewed machinations of the Company were probably not opposed at this critical time, the diverted road was retained after all, and so remains to this present day. Moreover, John Bagshawe's successors did not exploit the limestone deposits and even the quarry at Greenberfield, which had promised so much since 1770, was not developed after Bagshawe's death.  

The Company's quarry at Rain Hall Rock prospered to a

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1 Ibid. 8/4/2643. Bagshawe to John Nuttall (15.7.01).
2 Bagshawe, op. cit. pp. 448-49.
remarkable extent, as did Farrand’s at Gill Rock, although both these enterprises have long since been worked out. Of the Greenberfield quarry the site has now been filled over and restored for farming and a modern housing development encroaches over part of the site. Today the ancient highway can still be seen on either side of the canal but a bridge, if ever built, has long since gone. The Banks Barn is no more and of its adjacent bridge, only the abutments remain. At Eastwood the second of the occupation bridges still survives although, surrounded by a housing estate, it no longer serves the original purpose.

The Canal was diverted during the 1820s and new locks and a bridge were built but apart from this, Greenberfield and its farm remain in the lovely rural setting of Craven still as Bagshawe would have remembered. The Canal adds greatly to the tranquility of the scene and it is difficult to imagine now the noise, the disturbance and the fears once inflicted upon the humble countrymen of this remote place by the rough navigators and their arrogant masters.

In retrospect, the conflicts at Cotes Hall may seem trivial, pointless affairs which reflect little credit on the people involved. Such a view overlooks the limited business experience, resources, the fashions and outlook, of those days.

To Bagshawe, his lands represented virtually the sole investment for his family’s future and to him there was a clear duty to defend these rights against all comers. One might have little sympathy, on the other hand, for the Canal Proprietors. The fore-runners of a new industrial race, they were thrust into situations of which they had neither understanding nor experience. They were men in a hurry, secure in the supposed unimpeachable authority of their Acts of Parliament. Of human relationships, of compromise, they knew or cared little, and the clauses and powers of the Statutes were twisted and abused in their efforts to progress the great task of linking the cities of Leeds and Liverpool. One can perhaps appreciate their problems because they were dogged with inexperienced engineers and managers, lack of rapid communications along the line of their great Canal

1 Private correspondence, Mrs. Ivernia Wilkinson to author.
and, of course, with chronic shortages of capital. It is only surprising that the rickety business structure of the Canal Company (and this was only typical of its time) survived to produce the remarkable waterway that remains to this day.

Such schemes would still be regarded as substantial undertakings even by today's engineering standards. In current practice it is likely that an independent firm of consulting engineers would act in a strictly fiduciary manner for the Company. They would plan, agree and design the accommodation works with all the landowners affected until satisfactory arrangements had been made, and this would take place many months before work commenced. Temporary fencing, road diversions and maintenance of essential services would then be prepared before the actual construction started, so that inconvenience would be maintained at a minimum.

But, of course, these lessons were learned after many years of experiences not dissimilar to those disputes which involved John Bagshawe with the proprietors of the Leeds to Liverpool Canal Company.