

The Ramsden Estate Dispute of 1850-1867

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Introduction

THE RAMSDEN TENURE DISPUTE of 1850–67 originated in the lax management of the estate and developed in the response to attempts to modernise its practice. The estate was not alone among landowners in the Huddersfield district during the early nineteenth century who were absentee or took a passive approach to their holdings but action was taken earlier elsewhere. This provided competition to the Ramsden Estate and a model to which its critics and some of its friends from time to time referred. The characters and personalities of those involved were an important element in the dispute, but the human drama sprang from the circumstance that Huddersfield, as an early industrial revolution growth town, experienced a rapid increase in population with an archaic system of local governance. The consequence was poor housing, nuisances and a lack of public amenities, deleterious to the population's health, despite the area's natural advantages. Concern about such matters related to land ownership and tenure and was a factor in the dispute, but the central issue, clearly perceived by some of the parties, was 'betterment'. Who should receive, and in what proportion and circumstances, the increasing value of the estate from the growth of population on the land and its associated levels of economic activity?

The dispute ran through three phases. The first phase refers to the original management of the estate and the interregnum between the death of Sir John Ramsden, the fourth baronet, in 1839 and the majority of his heir and grandson, Sir John William Ramsden, the fifth baronet, in 1852. In this phase Isabella Ramsden, widow of John Charles Ramsden and mother of John William, acting as a Trustee under her father-in-law's will, brought George Loch in to improve estate management. Joshua Hobson, the principal critic



25. Joshua Hobson (1810–76), clerk to the Improvement Commission and editor of the *Huddersfield Chronicle*.
Huddersfield Art Gallery

of the Ramsden family and of sanitary conditions in Huddersfield, emerged in this phase, sometimes to co-operate with the estate but also to sound the tocsin on Loch's moves to secure the landlord's interest on estate tenure.

The second phase of the dispute ran from Sir John William Ramsden's taking full control of his inheritance in September 1852 and the decision the following year to appoint Thomas Wright Nelson, a London solicitor, to succeed George Loch as steward and auditor of his estates. This phase was marked by the passage of the Ramsden Estate (Leasing) Act 1859. This Act, by which the ground landlord obtained power to grant 99-year leases, rather than removing difficulties only exacerbated them. The third phase began with the formation of the Tenant-Right Defence Association [TRDA] on 5 June 1860. This first fully representative body of tenant-right owners was chaired by a solicitor and son of the Thornhill Estate land agent, Frederick Robert Jones, junior, who became alongside Hobson the second principal thorn in the side of the estate. The TRDA started a legal action in the Court of Chancery, *Thornton v. Ramsden*, which was initially successful but was

overturned in May 1866 on appeal to the House of Lords in *Ramsden v. Dyson*. The opposition to Ramsden indicated its complete capitulation on 20 December 1866, so concluding the dispute. Sir John William, it seemed, had won complete victory. But there was a coda. Sir John William decided to apply to Parliament for a new Ramsden Estate Act in 1867, which would give him the power to grant 999-year leases.

The Neglect of the Estate

The Ramsdens were absentee landlords who employed absentee agents.¹ The Huddersfield agent to 1816 was John Crowder of Brotherton. Until his first recorded lease issue of 1780 the land would have been let without lease. These early leases were for 60 years, renewable at twenty-year intervals on payment of the renewal 'fine' and regular payment of rent. Such leases, issued by Crowder up to his death in 1816, sharply declined thereafter due to a change in the method for calculating the renewal fine. During this thirty-six year period, however, leases only applied to a portion of the land. The bulk continued to be let without lease, a practice followed almost exclusively by Crowder's successor, John Bower.

After the fourth baronet's death in 1839 Bower continued to serve the Trustees until his own death on 7 May 1844. This then prompted the Trustees to commission George Loch to visit the Huddersfield estate and make recommendations concerning its future management. Loch reported on 6 June, detailing the shortcomings of the previous administration.² Bower had visited only twice a year and had more business to attend to than he could get through during his stay. He drew up all the leases, but with charges and delays in completion which sometimes lasted years. Applications had been made to a sub-agent, the surveyor Thomas Dinsley, who set the price of the land, but to get favourable consideration the applicants treated Dinsley to a drink at the public house of Joseph Brook, another sub-agent, who after a year or two fixed the rent. There was no general plan for setting off land for buildings and there was no consistency in requiring leases. People not infrequently erected buildings on land occupied without any lease, or any communication with the estate management. These 'tenants-at-will' trusted this would not be disapproved of and a lease would be obtained eventually, if required.³ In any case, the rent required for such occupancy was half that applied under a lease. People had great confidence they would not be disturbed from their tenancy at will, and that leases entered into would continue to be renewed. Loch noted several cases had been discovered where the occupiers had not paid ground rent for many years, thereby acquiring a right to claim the freehold! He made detailed recommendations for the setting up of an Estate Office, the

keeping of books, the appointment of a competent local agent and reporting to a London auditor.

Loch's actions to secure the landlord's interest

The Trustees responded to Loch's report by appointing him to oversee Huddersfield, while retaining his position on the Bridgewater Estates at Manchester.⁴ A fellow Scot, Alexander Hathorn (1815–1892), was appointed under him to be resident at Huddersfield, commencing early in October. Loch's first move on the tenure question – of uncertain date but apparently by mid-June 1845 – was to require *new* applicants for non-lease tenures to sign a paper acknowledging they were tenants-at-will, holding the land at such rents as the Trustees might think proper to fix. The position of the *old* tenants without leases remained a problem which Loch hesitated to address because action to secure the Trustees' legal position might 'arrest the increasing prosperity of the estate and alienate the feelings and goodwill of the whole population'. The remark proved prescient, though this first step did not create alarm.

Loch's second action on land tenure was to make a small addition in April 1850 to the rental of each non-lease tenancy when a transfer was made. Despite Loch's fear in 1845 that further action might have a deleterious effect, by 1850 he appears to have decided that continued hesitation would be dangerous: 'as regards the value of buildings erected', tenants might be successful in establishing a claim in their favour against the landlord in a Court of Equity, because of 'the long usage practised in the management of the property'.⁵

This move coincided with the first appearance of a Huddersfield newspaper, the *Huddersfield Chronicle*. The paper was started by men new to the town, J. J. Skyrme and Robert Mickelthwaite, the latter a Tory in politics.⁶ Joshua Hobson, who already had a considerable newspaper career with *The Voice of the West Riding* and the Chartist *Northern Star*, was engaged to contribute anonymously, despite still being employed by the Improvement Commission.⁷ He drew attention to Loch's innovation in June with an article placed on the page normally used for editorials, noting the anomalous character of Ramsden tenures without a lease. He identified all the interests affected – the tenant, whose hard-earned savings and 'possessions' were involved, the ground landlord, and the general public interested in the prosperity of the town. As money was borrowed and lent on properties, it was incumbent on all parties to refrain from weakening the *confidence* sustaining the system. It had been the custom for the last sixty years to charge half a crown on transfers of ownership or the removal of mortgagees' names from the rent roll when loans were paid off, but Loch's innovation added 2.5 per cent to the yearly rent. Hobson saw

this as 'tax of no small amount'.⁸ A further article drew attention to Loch's earlier move, which ensured that new persons applying for a building site signed a document constituting them tenants-at-will. But some old tenants had also been induced to sign without receiving the explanation that it also made them liable to be *ejected at will*!⁹ Hathorn was in no doubt as to the identity of the author and both he and Loch recognised his intellectual grasp of the matter.¹⁰

The shock to confidence that Loch had anticipated and Hobson urged against had arrived. In the subsequent development of the dispute Sir John William and his allies blamed Hobson's newspaper articles for the prolonged disruption to economic activity on the estate, but, as Loch's initial report to the Trustees noted, difficulties had already been experienced and the new move would probably have given rise to some alarm even without the newspaper intervention. In any event, the consequence was a meeting of those associated with the building clubs. Hobson's former colleague, James Brook, was in the chair.¹¹ Thomas Robinson argued that the estate policy of introducing an advance in rents whenever tenant-right property was transferred would affect the willingness of the clubs to extend money in loans against the security of the constructed property. Resolutions were passed about the deleterious effect on enterprise and the building trade, so it was important to meet with Loch.¹²

After the meeting had taken place, Brook reported his satisfaction with Loch's assurances that the addition being made was merely nominal, perhaps not more than one penny in the pound.¹³ Hobson was scornful. It was the position *at present* that a rate of one penny only would be charged on rentals not exceeding one pound, but hitherto the half crown charge had been a fee rather than a rent advance. By accepting the innovation the whole legal position of old tenants-at-will was changed. They would have to accept any increase that was introduced and be liable for ejection at will without full compensation for any buildings they had erected upon the property. Despite Hobson's reaction, Loch's assurances quietened the matter and, as the former later explained, 'the thin edge of the wedge ... was allowed to take effect'.¹⁴

Loch told Ramsden that Hobson saw 'the whole scope of the point at issue' and if his view prevailed it would deprive the landlord of effectual control. While he took no further action on 'this very complicated question', it could not 'long remain in its present uncertain and ill-defined position'.¹⁵ Ramsden was then a student at Trinity College, University of Cambridge, within two years of reaching his majority. He was close to his older sister Charlotte and was particularly influenced by her Scottish husband, Edward Horsman, a father-figure who stiffened the young man's resolve.¹⁶ As Ramsden observed in a subsequent letter to Loch:

in dealing with a community like Huddersfield it will be necessary for me to take a very decided stand against all that is demanded and expected of me by the people.¹⁷

His 'decided stand' was to be against a large number of people in the community, especially Joshua Hobson.

From Sir John William Ramsden's majority to the Ramsden Estate (Leasing) Act, 1859

Loch, with whom Hobson was even able to claim some friendship, decided to leave the estate's service in 1853. He was replaced by the London lawyer, Thomas Wright Nelson, who recommended a complete stop to the creation of tenancies-at-will.¹⁸ A greater estate income would be achieved from leases, especially London-type 99-year leases. Action on the second point did not come before 1858, but measures were taken in 1855 to strengthen conditions for leases granted under the power gained by the Estate Act of 1844. Hobson, editor of the *Chronicle* from June, argued in November that the new agreement required for a lease would double the costs to applicants.¹⁹ Under the old system leases were 'delivered up' when seeking a renewal, but under the new arrangement they would be 'surrendered', requiring preparation of a deed and an abstract of title. These new legal forms prepared by Nelson would triple the costs to lessees. The insurance covenant and repairs and fixtures provisions might be suitable where landlords erected buildings as in London, but at Huddersfield the lessee employed capital and ran the risk.

Further alarm was expressed about a month later. This time it was a question of whether a tenant without a lease should be required to quit. Notice had been served on Frederick Swift, occupying a property formerly owned by his father Samuel Swift, who died in 1842. Swift, an executor of his father's will and only one of its beneficiaries, was summoned to the Huddersfield County Court in October 1854. He survived the action, which the *Chronicle* then reported without comment, but it returned to the matter in December 1855, referring back to its reaction to Loch's second move of 1850. The notice to quit issued for the estate by Alexander Hathorn was now no longer 'a penny - *only* a penny' but "I do hereby DEMAND POSSESSION of the dwelling houses and tenements", which you or those in whose name you act, erected with your own money'.²⁰ The newspaper continued to address the subject of the Swift property and the interests involved in further issues from 1855 until 1858 while Swift ignored the notice and remained in occupation.²¹ The *Examiner* also joined in, distancing itself from the 'spirit of determined mischief' that seemed to actuate its rival, but recognising the existence of a problem.²² The best course, it argued in February 1856, was to seek a new

estate act, the Thornhill Act of 1852 being held up as a good model.²³ It particularly thought in March that it would be proper and just to adopt the 999-year leases issued on the Thornhill estate.²⁴ The matter was eventually settled in favour of the Ramsden estate at the York Spring Assizes in March 1858 when a jury decided for Swift's dispossession.²⁵

The Swift case particularly disturbed confidence in Huddersfield for reasons other than Hobson's journalism. The presiding judge remarked that Swift's attorney was wise not to raise a doubt about whether the tenancy was capable of being determined by notice to quit, since had he done so Sir John 'would have been compelled to serve notices throughout Huddersfield in order to maintain his right'. Could one successful eviction be followed by many more? In any case, Sir John announced in April that he intended to stop transferring tenant-at-will property and to grant 99-year leases in place of the 60-year leases provided for in the 1844 Estate Act. The Swift eviction and notice of the intention to cease transfers of tenant-at-will property created great public alarm, especially among members of the building trade. The builders decided to invite representatives of the building clubs or societies to join them in producing a memorial to address Sir John.²⁶

Yet before their work had barely started a sensation was caused by the sale of Thomas Kilner's property by his trustees on 9 June. His freehold and leasehold properties had been successfully sold before the auctioneer startled the assembly by expressing regret that the property could not be offered for sale after all. The estate was only willing to transfer this property on a lease for 99-years, dated from when Kilner came into possession and terminable on Sir John's death. C. S. Floyd, solicitor for the Kilner trustees, pointed out that a purchaser would thereby either take the risk of holding the property for 99 years or one week, should Sir John be called so soon to heaven! The difficulties arising were fully appreciated and outlined in a letter to Sir John William Ramsden by Alexander Hathorn, who had been charged by Nelson with sending news of the estate decision to Floyd and the auctioneer, Thornton. The latter pointed out that he had dealt with 2,691 tenant-right properties since November 1844, including 1,231 since Sir John's majority of 1852. He also pointed out that the latter group included 687 that had the character of new tenancies, even though they were transfers. He felt some personal responsibility, since he had on many occasions assured parties that they would never be disturbed so long as they behaved in an honourable and proper manner. The alarm, want of confidence and fear that had now set in would not be easily allayed. He renewed his advice that only leases for a definite term of years would meet the situation, criticising the intention to offer them just for Sir John's life.²⁷

The Kilner property was not the only one affected. Another was that of John Redfearn, who held a plot of land on non-lease tenure that had

been transferred in 1842. The land had originally been 'waste', then partially built upon by David Shaw, its original tenant.²⁸ At the time of Redfearn's purchase from the Ramsden resident agent, Joseph Brook of Bridge End, there were other buildings, occupied for some years from 1832 by Read Holliday as a dwelling house and small chemical works. The ground rent was £1 a year, as at the original letting. Redfearn subsequently added his own buildings at a cost of £2,000, though the estate view was that he had only expended £950.²⁹ He eventually took an advance of £600 from a bank on the security of the property in order to extend his business. Unfortunately, on Swift's ejectment the lender took alarm about the safety of his security and demanded full repayment or some alternative. Redfearn's response was to transfer the security from the buildings to his stock and machinery, but was forced to sell the latter when the bank pressed for re-payment at a time of intense commercial pressure. The tenant-right property was now principally what he had to pay his debts. What Nelson offered rather than a transfer following a sale was a lease of 83 years for Sir John's life, at a rent of £21-6-0 per annum and subject to appropriate covenants.³⁰

Two points should be noted here. The rent was calculated on the assumption that the value of the land at the time of Redfearn's entry on to it was £10 per annum rather than the £1 when Shaw had entered into it. Moreover, the ground landlord was entitled to recover what he would have obtained in rent if he had charged it from 1842 on the £10 valuation. Nelson's offer could be seen therefore as a retrospective re-writing or repudiation of the original contract. The estate was not prepared to waive its previous undervaluation. This raised a question of equity and, as Hobson pointed out, the value of the land had risen because of building on contiguous plots as well as on that of Redfearn's – the capital involved had been expended by tenants rather than the ground landlord. His point about the expenditure of capital here in 1858 applied to tenants as producers, but it was analogous to one made in 1838 in a *Northern Star* editorial that he almost certainly wrote or contributed to. In the latter, the 'Landlord's Title to the People's Share of the Land' referred specifically to Huddersfield, and the growth in the value of the land from the activity of the people on it as consumers, to which the owner of the soil had not contributed.³¹

The alarm arising from Swift's ejectment and the refusal of transfers brought the building trades representatives together at the Pack Horse Inn in April 1858. They were supplemented early in June by the addition of representatives of the district's money clubs. Five times before the end of the month Hobson was at the new joint committee meetings as a building club representative. He proposed nine of twelve resolutions passed, including one inviting the town's principal inhabitants to sign a requisition for a public

meeting. He drafted the requisition with the lawyer, John Freeman, as well as the programme for the meeting and the resolutions to be approved.³² Some 3,000 inhabitants signed the requisition published on 17 July.³³

The public meeting took place almost two weeks later on 28 July, appointing eight prominent townsmen to a deputation to meet with Sir John. The deputation comprised John Freeman, George Crosland, George Armitage, Bentley Shaw, Thomas Mallinson, Jere Kaye, John Booth and John Rushforth. The last three - Kaye, Booth and Rushforth - were chairman, treasurer and secretary respectively of the Pack Horse building trade committee. John Freeman, the lawyer, had been invited to the committee to advise them and was to figure prominently in the events of the next two years. Interestingly, Thomas Mallinson was not present at the meeting that nominated him to the deputation. He was not a tenant-right property owner and lived off the Ramsden estate at Newhouse. He was a member of the textile firm, George Mallinson and Sons of Linthwaite. Similarly, Bentley Shaw, a brewer of Woodfield House in Lockwood, lived off the Ramsden estate. Both were prominent Nonconformists and Liberals. George Crosland was a woollen manufacturer of Lockwood who employed 342 people in 1851. George Armitage was a woollen merchant of the firm of Armitage Brothers, whose house was then at Edgerton Hill. Neither Crosland nor Armitage were tenant-right owners.

Sir John received the deputation to discuss its memorial at Buckden on 24 August 1858. The memorial was prepared by Freeman. Hobson received the draft and returned it with the comment that 'it was firm and just, a gentlemanly statement of the case'. It was then signed by all members of the deputation. A long discussion ensued at Buckden. Sir John was pressed to obtain new powers from Parliament to grant leases so as to remove the prevailing uncertainty. Ramsden agreed to give the memorial his full consideration. He was unsure Parliament would agree to grant powers, but would make enquiries. After some correspondence, he wrote to Freeman on 30 November that he intended to apply for new powers, though he foresaw difficulties and objections already that might at any time make it necessary to change his mind.³⁴

Hobson's reaction was to commend the deputation for its service in the public interest, but he disagreed with its view that no public meeting was now necessary. He noted that uncertainty was not dispelled. At that time only the Free Wesleyan Chapel off New North Road (Mallinson's chapel) and the Independent School in Paddock were under construction, both on the old lease terms.³⁵ What was promised, an application for a power to grant 99-year leases of an absolute term instead of being terminable on Sir John's death, did not settle the question of the length of the lease. Sir John thought it might

commence at such a date as was just with reference to the past length of the holding, so could last for a term of less than 99 years. The 'fair and equitable ground rent' to be charged would be at present value, which implied an increased value over that charged on existing leases. Hobson deplored the fact that one man had it in his power to decide the matter. There were two sides to a bargain.³⁶ It may have been Sir John who put a pencil lining against a cutting from the *Examiner* editorial of the following week stating that the *Chronicle*

by its unprincipled attacks upon, and vile abuse of Sir John William Ramsden and his agents, has done more damage to the holders of the property on the Ramsden estate than all the good which its editor in his chequered career will ever counterbalance.³⁷

The *Chronicle* returned to the issue twice during December pointing out that it did not say it was wrong to put an end to the tenant-right system. What concerned it was steps of confiscation taken without warning or mutuality; and while it might be that some rentals were inadequate, measured by the value which the occupation and use of the holdings had imparted to contiguous lands, surely that was no reason for refusing all transfers to those who claimed no more than the 'perpetuity' of holding that was promised.³⁸

Matters moved forward in March 1859 when Nelson wrote to Freeman suggesting that the tenants appoint a legal representative and a 'committee' to consult with Lord Redesdale about the drafting of a Ramsden Estate bill. As a consequence, Freeman and the eight members of the deputation to Buckden were re-appointed with twenty three additional names, of whom some sixteen persons are identifiable as tenant-right property owners.³⁹ What proved to be the first version of the bill was presented to the House of Lords in June. The body appointed to the bill found it objectionable. The *Chronicle* published extracts showing that the powers sought were for the lessor to act 'if and when he thinks fit'; and to grant leases 'to persons considered in his uncontrolled judgement and entire discretion' fairly entitled to any benefit. Terms and conditions were that leases would not exceed 99 years, but the actual term could be less since it could be computed from the date of the granting of the lease, or such other time as the lessor thought fit. This could mean from first entry into the holding, which in the Redfearn case was 1842. The rent to be charged would be present value, no matter from whom or from what cause increases in value might arise. Re-valuations would take place at fourteen-year intervals during the term of the lease.

These provisions were consistent with what had been said at Buckden, but a deputation of Freeman and seven others arranged to meet with Sir John at Longley Hall. They most objected to the provision for re-valuation every

fourteen years, since the 'continually recurring and unnecessary expense' entailed would make property unavailable for mortgage. Sir John conceded the difficulty of the clause, but if it were to be cancelled payments should be at a silver standard 'to maintain the land at its present value'. He expected gold to depreciate by twenty five per cent within the course of a few years. The deputation agreed that such a clause should be drafted, implicitly conceding that the real value of Sir John's income should be preserved even though there was no similar mechanism for the income of his tenants.⁴⁰

The status of Freeman and the committee appointed to watch the bill is uncertain. Freeman was apparently alone in consultation with Nelson and Redesdale during the early stage of the presentation of the first bill. He reported that Redesdale would not allow the bill to be contested, but there is no doubt that he heard Freeman's objections. Whatever their impact, Redesdale was unhappy with the bill and despatched it to two judges for an opinion. The judges also found it objectionable, though said a properly framed bill should pass. According to the *Examiner*, the 'committee of tenant-right holders' offered to co-operate with Sir John in framing a proper bill.⁴¹ A draft number two bill was prepared with power to grant leases for future building land for either 99 years or 1,000, though in the latter case a lump sum fine would have to be agreed and paid on the granting of the lease. The *Chronicle* thought the inclusion of this more flexible provision in the bill had been prompted by some family connection. Hobson expressed caution concerning the reliability of this information, but commented that if the situation was as represented it was a most worthy attempt to do justice'.⁴² But Lord Redesdale objected to the inclusion of the two powers in the same bill. The same lease, whether 99 years or 1,000, had to be available to all tenants-at-will. The draft had to be revised. The completed second bill sought power to grant only 99-year leases. It subsequently passed the Lords, obtained formal assent of the Commons and received the Royal Assent on 16 August 1859. Sir John asked Jere Kaye to requisition the Constable for a public meeting during the passage of the bill so he would know if it was satisfactory to the tenantry.

It should be noted before passing to an account of the public meeting of 8 August 1859 that there are problems with the historical record. The account of the developments from March and the passage of the bill is derived almost entirely from newspaper sources. If Lord Redesdale did not allow the bill to be contested, he almost certainly sat without a Lords' committee and the status of those sent from Huddersfield to watch the bill is rather unclear. Information as to how many of them were in London and what contribution they made to discussions is lacking. The tenant-right owners among them do not appear to have been involved. The file at the House of Lords record

office, which might have thrown light on the matter, is empty of any papers except a copy of what was finally approved.⁴³

The public meeting of 8 August was chaired by William Moore, the Huddersfield constable. He opened the meeting by apologising for calling the meeting at the early hour of six o'clock, a time chosen so that the results of the meeting could be conveyed to Sir John that same evening. The consequence of this timing was that the meeting could not be attended by many of the less wealthy tenant-right property holders, even if some were present. The first speaker was John Brooke of Armitage Bridge, who admitted he was not a tenant-right holder, even though the meeting had been called for them. He had been invited to propose the motion that the meeting was 'sensible of the honourable and high-minded conduct' of Sir John in applying for powers to grant leases for a longer period than his life.⁴⁴ Freeman then read apologies for Bentley Shaw's absence, and gave an account of proceedings since the Buckden meeting of the previous year. Brooke's motion was passed unanimously. Wright Mellor then moved that while the meeting regretted that Sir John did not see it right to make it obligatory on himself to grant 99-year leases to all tenant-right holders from their entry into possession, it appreciated the concessions applied for in the bill and assurances that the powers would be exercised 'in a spirit of liberality', entitling him to the confidence of tenants and Huddersfield inhabitants. This was seconded by Mr W. Keighley, who was not a tenant-right holder, supported by Thomas Mallinson. Suffice to say, despite unanimity, the message conveyed was from prominent townsmen, rather than a representative body of tenant-right owners.⁴⁵ The view that the affair was 'stage-managed' is difficult to resist.⁴⁶

In the wake of this apparently satisfactory reception, Sir John took residence in October at Longley Hall. Hobson 'purposely refrained from comment' at the start of the month, but published a letter from 'One Deeply Interested' of Paddock expressing anxiety about the rentals that would be charged on the leases to be granted under the act. He also sought advice on the cost of the new leases. If it was likely to amount to the sum required for leases and renewals under the old system, it would be a 'tax' of a magnitude that owners of small tenant-right properties could not afford.⁴⁷ Hobson refrained from adverse comment in November, however, and expressed pleasure at Sir John's behaviour in meeting tenants for the first time at the month's rent dinner.⁴⁸

From the Ramsden Estate Leasing Act to Thornton v Ramsden in the Court of Chancery

The moment of calm was not to last long. In November a 'Tenant-Right Owner' wrote from Marsh to complain about the stage management of the

August 1859 meeting. He noted the bulk of the business was concluded before tenant-right owners were able to attend in substantial numbers; the twenty or thirty there early did not contribute. They received the resolutions in sullen silence and did not raise a hand in support. The author, subsequently to be revealed as John White Moore, also presented information on the cost of constructing his property, the outgoings, and an estimate of his annual return from investment in a stone building. His builders advised it would last for two hundred years, but under the lease proposed Sir John would take the second hundred for free.⁴⁹ Moore's was a cottage property. He pointed out in a second letter that this accounted for the bulk of the property held by tenant-right owners and it was not that for which leases were normally sought. Whether the old renewable leases or new 99-year ones, they would generally be sought for plots where the leaseholder expected to make money from commercial activity. Leased land contained shops, warehouses, factories and workshops, excepting plots on which a superior class of dwelling house had been constructed.⁵⁰ The implication of this point – though not fully elucidated in discussion of the relative merits of the old renewable lease, as opposed to the 99-year lease – was its irrelevance to the bulk of tenant-right property, especially that not situated in a central location.⁵¹ As Moore noted, cottage property on adjoining estates, including that of Thornhill, obtained leases for 999 years.

The first discussion of the relative merits of the different forms of lease appears in a private letter from Josephus Jagger Roebuck to Sir John William Ramsden during the passage of the bill. He was prompted to write by the appearance of three letters anonymously published in the press early in July.⁵² Roebuck wrote from Goderich Villa on New North Road, a superior location in the town and from a better class of dwelling house, but he argued the case on the basis of property held on an old renewable lease in Manchester Road. Sir John agreed that 99-year leases would be more beneficial financially to tenants than renewable ones.

Roebuck subsequently put his argument into the press and it became apparent that he was constructing a warehouse for Thomas Mallinson, whose firm had property on John William Street, a central location. The question of the relative advantage of the two forms of lease and other aspects of the new act was argued in the newspapers from December through to April 1860. Hobson discussed the matter on two occasions. He took the example of the St George's Square Britannia Buildings, arguing that compound interest employed to demonstrate the merits of the one kind of lease applied also to the other. This arcane question was less significant however than the arguments of 'Idem', later revealed as the solicitor Frederick Robert Jones, junior, in a series of seven contributions from December to April 1860. The

central point of the series was that Parliament should be approached again for a power to grant 999 year leases as 'the only leases' to be available in Huddersfield.⁵³ The significance of Jones' entrance into the argument is that his father, also Frederick Robert Jones, was the land agent whose expertise had been employed in producing the varied covenants for Thornhill leases in the Edgerton, Lindley and Hillhouse areas.

Discussion turned to action on 11 April 1860 when a group of tenant-right owners met at the Nag's Head Inn at Paddock. They appointed a preliminary committee to set up a defence association,⁵⁴ and by mid-May eight local 'protection committees' had been formed for separate districts in which tenant-right property was situated. A general committee met every Tuesday evening at the White Hart Inn with the object of arranging a meeting on 5 June to consider a memorial for presentation to Sir John.⁵⁵ Meanwhile, on the Ramsden Estate, Hathorn was appointed with John Stewart of Liverpool to determine the present value of tenant-right property for the fixing of rents under the new style leases. Tenants wanting a 99-year lease were to apply before 13 August 1860. Applications approved would be dated from the passing of the Act and the revised rents applied at the November rent audit.

The preparatory work of April constituting a tenant-right defence association culminated in the foundation meeting at the Philosophical Hall on 5 June. At least 2,000 were estimated in attendance, including female tenant-right owners in the orchestra part of the hall who were reported as equally earnest as the men in approval of criticism of the estate's policy. A circular had been issued previously by Thomas Mallinson, Bentley Shaw and John Freeman, with the evident purpose of frustrating the meeting, but this only increased attendance.

Frederick Robert Jones, junior, chair of the preparatory committee, presided on the motion of Benjamin Halstead, flanked on the platform by the joint secretaries, Joshua Hobson and Thomas Robinson.⁵⁶ John Jebson, president of the Commercial Building Society at the Green Dragon, moved dissatisfaction with the terms of the 1859 Act. He criticised the employment of the valuer, John Stewart, who was to come in from Liverpool as stranger to the Huddersfield tenant-right property and, he suspected, set rents higher than under the old leases. Joseph Thornton of Paddock, whose tenancy was soon to feature prominently in the dispute, briefly seconded Jebson. Benjamin Halstead, seconded by William Smith, moved that a liberal policy would best suit the interests of Sir John and his successors as well as the permanent welfare of the tenants on the estate. The speech contrasted the halted progress on the Ramsden estate with that on its neighbours'.

Hobson delivered the main speech, proposing the memorial to Sir John in favour of 999-year leases, rather than 60 years or 99 years. He was not a

tenant-right holder, but his grandfathers and his father had erected buildings on that tenure and he had long taken an interest in the question. He said he had written to the *Leeds Times* 'more than twenty years ago' in support of tenant-right owners on the Moldgreen estate of Sir John Lister Lister Kaye.⁵⁷ His friendship with Loch, who had come twice from London to aid him personally in 'matters of considerable moment', had not prevented him from doing his public duty when action was first taken on the tenant-right tenure. The tenant-right owners on the Thornhill estate were originally in a worse position than those with Ramsden, but when leasing powers were obtained there in 1852 the tenants received an 'entitlement' which contrasted with Ramsden's 'sole will and pleasure'. He argued that the valuations in progress would increase Ramsden's aggregate rental income from the £4,000 stated in the 1859 Act to £10,000 or £12,000 per annum. At the rental level of £12,000 he would realise £300,000 on sale of the estate, but after 99 years the whole property would be swept into his lap. The memorial before them should be signed, but it might be necessary for the tenant-right owners to make their own direct appeal to Parliament or to make application to the Court of Chancery.

The motion was seconded by Thomas H. Broadbent, but before it was put to the meeting Hobson delivered apologies from Jabez Brook, who perhaps held the largest amount of tenant-right property. The intervention was used to reassure those who thought their signature on papers at Longley Hall excluded them from an equitable remedy. This was to become a question at issue in Joseph Thornton's case, but here Hobson argued that though the estate's associates said tenants who signed had no course other than to do what was required of them, they were not in that position. They had signed, but Sir John had not. Perhaps there was no agreement in such a transaction? And, Hobson asked, was any solicitor called in to advise the tenant? The intention was clearly to stiffen resistance. The TRDA was duly constituted with instructions to consider and resort to further action should the initial 'moral means' prove unsuccessful. A deputation comprising Frederick Robert Jones, junior, the joint secretaries Hobson and Robinson, with Joseph Thornton, Benjamin Halstead, Jabez Brook, William Smith and John Broughton, was appointed for a meeting with Sir John.⁵⁸

The collection of signatures for the memorial continued into July and Sir John agreed to a meeting at his London residence, 6 Upper Brook Street. The letter of thanks requested a meeting in Yorkshire for the convenience of the working men among the deputation,⁵⁹ but London it had to be, and eight committee members met with Sir John in Mayfair on 6 August.⁶⁰ The deputation reported back to the TRDA members in Huddersfield on 13 August.⁶¹

The deputation took a professional short hand writer with them to meet Sir John. It was his account of the proceedings that Hobson presented to the assembled tenant-right owners. When the deputation arrived, Sir John offered to provide lunch after the business had been concluded, but this was respectfully declined. Richard Hird read the memorial. Sir John then said he would read his answer and then the interview must be concluded. A painful silence was recorded. Then Sir John said, 'I shall read it'. Hobson intervened: perhaps Sir John would listen to what the deputation members had to say before reading the answer? Afterwards, the proceedings would have to take their chance: the deputation would probably wish to make some answer or present some counter proposition. Sir John's response was that he must lay it down as a rule that when he had read the answer, he would have nothing to add or detract.

Hobson pointed out that Sir John was taking a rather unusual course and if it was followed the deputation would afterwards have to take its own. Some 1,700 tenants were directly interested in the issue, if one excluded the money and building clubs but took multiple holdings into account; and of these, 1,232 had signed the memorial. A majority of those whose names were not attached to the memorial had expressed strong sympathy with the movement; and each tenant represented a family, which at an average size of five, amounted to 8,500 directly interested in a settlement. He continued with some history of the non-lease tenures, the granting of leases under the 1844 Act to tenant-right owners to facilitate sales of property required for the railway, and the effect on one tenant-right owner being given notice to quit: he took down his building and re-erected it on another estate!

When Sir John was reading his reply to the memorial, his sister, Charlotte Horsman, appeared to say 'it was fully time' Sir John 'was down at the House'. Sir John stood up as if to go, but Hobson proposed that the issue in debate should be put to arbitration, as suggested by the *Law Times*, and nominated Lord St Leonards. A court of arbitration should be held in Huddersfield so as to facilitate the taking of evidence. Would it be possible to have an interview tomorrow to hear the answer to this proposal? The answer was negative and the meeting concluded in some asperity.

It was clear to the TRDA meeting hearing this report that the deputation's arguments had not made any impression on Sir John, as Thomas Haigh, a hosier of King Street, noted in moving a vote of thanks. His conclusion was that the only course was to bring Sir John into a Court of Equity, there to be floored to the ground! Legal opinion was read out to the effect that the tenants were not 'bound' by the provisions of the 1859 Act; they should avoid unnecessary litigation but might try a test case. A resolution was passed unanimously that the tenants would stay as they were and not take leases under the 1859 Act.

A week after this report in the *Chronicle* appeared, its competitor newspaper, the *Examiner*, commented that the ground landlord had been 'held up as a gigantic swindler', but no one was likely to be won over by means 'whose natural tendency is to alienate and sour'. The Buckden meeting had for the most part produced a fair and honourable settlement of differences: all shades of political opinion and the intelligence, enterprise and interests of Huddersfield had been represented in the deputation. The paper included a letter from Thomas Mallinson on the relative value of leases but concluded with comment on the fate of the 1,000-year lease clause. He admitted such a clause was in the bill but claimed Sir John had never intended it for tenant-right property, or only exceptional cases such as the provision of land for public institutions. He did not think he would get it approved.⁶²

Thomas Mallinson wrote to Sir John in July 1859, suggesting 'we make use of our local paper with advantage'.⁶³ He had already had one interview with Joseph Woodhead, editor of the *Examiner*. Sir John had not responded immediately, but following the meeting with the TRDA deputation at Upper Brook Street and clearly upset by the campaign in the *Chronicle*, he invited Mallinson to meet him at Byram on 14 September 1860 to discuss 'the newspaper press at Huddersfield'. At their meeting Mallinson told Sir John about a debt Woodhead owed to Frederick Robert Jones, junior, who was pressing for payment. A meeting of Mallinson, Wright Mellor and Woodhead had elicited the information that Jones and other debts could be paid off with a loan of £500. This would restore Woodhead's position and enable him to enlarge the paper's size without an increase in price.⁶⁴ Woodhead subsequently signed an agreement that in return for 'pecuniary aid' channelled through Mallinson and Mellor his paper would 'adequately represent the political opinions of themselves and other persons of respectability', now recognised as leaders of the Liberal party in Huddersfield. It would also promote cordiality and kindness of feeling between Sir John and his tenants to bring about a higher social tone than that hitherto prevailing. Sir John authorised his bankers to draw a draft on Mallinson for £400 so that the business could be 'completed without a day's delay'.

Dispute about the relative merits of the clauses in the new model lease, particularly that requiring payment in silver in the event of a depreciation in the relative price of gold, continued into 1861. Criticism of provisions in the 'new model' caused Sir John to abandon it in March in favour of a new version modelled on that employed by Lord Derby in Liverpool. Wright Mellor argued that the lease was apparently free of objections against the previous version and expressed hope that Sir John had at last solved the difficulty. Even so, the silver clause had not been removed.⁶⁵



26. Wright Mellor (1817–93), leading Congregationalist, Mayor of Huddersfield in 1871–3, 1883–4 and 1886–7.
Huddersfield Art Gallery

The new move was inspired by Sir John's consultations with John Stewart, chairman of the Liverpool Corporation finance committee, which had started in late December 1859.⁶⁶ The TRDA response to the new move was to send a deputation of Hobson and James Taylor to meet with Stewart. This gave rise to a public dispute about Lord Derby's 75-year leases in Liverpool. It was maintained on one side that Sir John's intention to grant 99-year terminable leases was more generous to lessees than Lord Derby's; on the other side that they were not comparable since the leases of the latter were conversions of previous leases. These contained unsatisfactory covenants which the new ones improved. Lease holders in Liverpool, unlike tenant-right holders or old-style leaseholders in Huddersfield, had not entered on land with assurances of being undisturbed in possession or of perpetual renewal. It was argued that independent valuation in Liverpool at present value, while increasing Lord Derby's rent roll, provided fair terms for lessees, since rents would be lower for depreciated property.⁶⁷

The merit of the argument on both sides of this public debate is unclear, but Ramsden's patience with the tenant-right agitation came to an end in November. Seven notices to quit were served on the leaders of the TRDA. Sir John wrote some time later that this was 'to terminate an uncertainty which was more prejudicial to the tenants than myself', but at the time there was no end to general uncertainty in the district. The notices to quit did not bring about greater confidence and an increase in construction investment on the Ramsden estates in comparison to its neighbours. The relative uncertainty Sir John had in mind undoubtedly related to his legal position as compared to that of the tenants-at-will, but both sides to the dispute had obtained legal opinion and the issue had not been fully determined in a court. The immediate effect of the notices to quit was to stimulate an action in the Court of Chancery.

Seven bills were filed in Chancery but it was decided to proceed with that entered concerning Joseph Thornton of Paddock. The case entered Vice Chancellor Stuart's court in February 1862, but there was a delay of two years, largely at the behest of Ramsden, to allow for the preparation of a large volume of affidavits, before the hearing commenced on 10 February 1864.⁶⁸ The court proceedings lasted for eleven days. Judgement was delivered on 25 May 1864.

The facts in *Thornton v Ramsden*, while distinct in detail from the cases of Swift, Redfearn and Kilner, which had given rise to the collapse of the building trade and insecurity on the Ramsden estate, referred to the same system of letting. Joseph Thornton, aged twenty five, a partner in a cloth-dressing firm, decided to build 'a gentleman's residence' on high ground at Paddock. He applied to the resident Ramsden agent, Joseph Brook, for a plot adjacent to a quarry. This was approved, the land staked out and the ground rent fixed at £4 per annum. Thornton spent around £1,850 building 'Edge House', an access road and surrounding gardens. Brook and Thornton's father, John Thornton, visited the site shortly before completion in 1839, and discussion took place about the granting of a lease. Brook stated that it would be folly to take a lease as Thornton would be equally safe without. The rent would be higher if he took one and it would be available, if ever wanted. Thornton entered the property on completion, was enrolled as a tenant at Longley Hall and remained in possession, duly paying the agreed rent. He applied for a second piece of land in 1845, so as to build a mistal and other outbuildings. Hathorn agreed, but stated the plot was held 'at will'. As Thornton required funds in 1858, he borrowed from the Commercial Money Club, visiting Longley Hall with its president, Lee Dyson, to enter the mortgagee as a joint tenant. Both signed forms saying the property was 'tenant-at-will', although neither read the forms and their significance was not explained.

Vice Chancellor Stuart delivered judgment in May 1864, noting that Chancery had gone very far in many cases to protect the possession of a tenant who expended money on land in good faith and reasonable confidence that his possession would not be disturbed. Chancery would not presume that a landlord had a right to take the immediate possession and enjoyment of a building, without any compensation, as soon as the tenant had expended his money on it. He thought that in this case there was sufficient evidence of an understanding or agreement that the possession of the tenant should not be disturbed. In his view, the language of 'tenant-at-will' was merely used to distinguish those tenants who had a lease from those who did not. He did not consider it a case of specific performance, whereby a specific party would be required to act to fulfil a contract; nor had compensation been argued. As both parties seemed to think the grant of a lease under the terms of the 1844 Act would be the most appropriate relief if he found for the plaintiff, that was the decree. He found for the plaintiff with costs, with the matter to be settled between the parties in chambers.

The telegram summarising the decree sent by Mr Clarke, the London solicitor employed on behalf of Thornton, to Frederick Robert Jones, junior, chair of the Defence Association, 'was read with the greatest avidity' when printed and circulated in the town. In the evening a band of musicians voluntarily paraded the streets; but the tenant-right owners as a body received the good news with discretion and thankfulness, avoiding demonstration or exultation.⁶⁹ Nelson sent a copy of the judgment to Sir John with the comment that he thought it would not 'accord with the views of the tenants whose interests were intended to be served by the late agitation'.⁷⁰

From Chancery to the House of Lords and the Ramsden Estate Act 1867

Nelson's comment was not without point, for while Ramsden had to go into chambers to seek agreement with the plaintiff's representatives on implementing the court's decree, discussions about the terms of the lease spread into February 1865. Just as final agreement was apparently being reached, Sir John decided to appeal to the House of Lords.

Thomas Mallinson, who had been Sir John's principal ally at Huddersfield from July 1858 and his agent in assisting Woodhead at the *Examiner* in 1860, had died in April 1863. Sir John had been sorry to hear of his ill health in the previous year when writing to Wright Mellor about the insertion in the *Examiner* of a letter from resident agent John Noble to Wright Gledhill.⁷¹ Gledhill had written on behalf of his mother, Salome, re-applying for a 99-year lease for a tenant-right holding with two cottages and a mistal at Berry Brow. The letter from Noble that Sir John wanted published expressed surprise and

grief that so many of his tenants who had expressed gratitude for the Act of 1859 and originally applied for leases under it had been induced to withdraw their applications and make themselves part of an agitation to set aside their own Act. He dreaded more on their account than his own the consequence of them compelling him in self-defence to enforce his rights against them, but he was willing to make allowance for the circumstances under which they had been misled and would treat the application as though it had never been withdrawn. This was on condition it would be made public that Gledhill had openly separated from contesting Sir John's rights.⁷²

The correspondence between Gledhill and Noble duly appeared in the *Examiner* which commented that 'the noted failure of many other schemes propounded by Mr Hobson does not augur well for the success of the tenant-right agitation'. It believed Gledhill to be representative of a large class of tenants who were beginning to understand the danger of not taking 99-year leases and clearly agreed with the estate that it had no end in view but the welfare of the tenants.⁷³ The *Chronicle* reprinted the correspondence a week later, but here Frederick Robert Jones commented that while unsure whether the humility of Salome and Wright Gledhill was sincere, he felt humiliated to see such a specimen of ignominious surrender published and even gloated over. He thought the publication was a breach of faith and had been told that Salome so considered it. Moreover, the Gledhill letter was 'the very echo and counterpart' of two other letters addressed to Noble. Jones's comment was supplemented by two letters from Frederick Schwann, who was away from Huddersfield at North Houghton, near Stockbridge in Hampshire. His first letter expressed support on the tenant-right question, believing in the 'intrinsic justice' of their case. His second letter enclosed £50, remarking that he did not pretend to understand the subtleties of the law that might give the landlord 'the right of demanding his pound of flesh', but he hoped that he would 'meet with no better success than Shylock in a similar case'.⁷⁴

The publicity about the Gledhill re-application for a 99-year lease was part of an attempt to counter the TRDA success in persuading tenant-right owners to not submit or withdraw applications for 99-year leases. It was a detail in the broader measure whereby the estate drew up a draft 99-year lease for every tenant-right holder and sent it to them for perusal and possible signature. It was to be returned at the tenants' convenience but the accompanying letter from Longley Hall assumed they would want a longer rather than a shorter lease. The draft therefore gave recipients the option of accepting or rejecting the silver clause for payment of rent. If they accepted, Sir John would grant a 99-year lease dated from 29 September 1859, but if they struck out the clause it would be 99 years from the date of the commencement of their original tenancy. Frederick Robert Jones claimed that the purpose of this move was

to provide evidence 'hereafter' that Sir John had done everything in his power to act justly towards his tenancy. The option should have nothing to do with the term and what it proved was 'the despotic disposition of Sir John in the treatment of his tenantry'.⁷⁵

This activity by the estate and in the press was taking place shortly after Thornton's bill had been filed in Chancery. The co-operation of Woodhead at the *Examiner*, secured in 1860, had been helpful, but as the suit finally entered into hearings at Chancery in February 1864 Sir John decided on further action. He invited Wright Mellor to meet him at Byram to discuss the *Chronicle*.⁷⁶ Mellor subsequently met with Woodhead, who was willing to co-operate so long as it involved no additional expense. Mellor's advice was that contributions appear as letters to the editor.⁷⁷ Sir John made plain that his primary concern was to have 'the rights' of the Chancery suit fairly stated. Could Mellor please talk to Woodhead again. Sir John was willing 'to help him liberally' and would rather have the thing done well than not at all.⁷⁸ The action did not stop there. He was in contact with M. L. Meason about a London correspondent and, most importantly, with William Henry Wills, sub-editor to Charles Dickens on *All the Year Round*.⁷⁹ Woodhead went down to London to see Sir John, and Wills was sent to Huddersfield.⁸⁰ Wright Mellor was introduced to Wills and they met together with Sir John at Upper Brook Street on Wills' return from Huddersfield.⁸¹ One consequence was the delivery of £100 to Woodhead as the first instalment of a loan.⁸²

This activity also included the preparation of a letter for publication in the *Leeds Mercury* as soon as the decree was delivered in Chancery. This was a justification of his position, which may be summarised as follows. The population of Huddersfield was upwards of 30,000 people and the whole town was built on his land. The welfare of such a community was a public concern and discharge of his duties in relation to the property, from the many interests which it might affect, became as much a trust as a private right. He outlined the state of affairs until he came of age in 1852. In 1853, he determined, under legal advice, to create no more holdings at will and only to allow building on lease. The notice to Frederick Swift to quit properties which he occupied as executor of his father Samuel Swift's will was issued because his agents had received complaints from other beneficiaries that their shares were being withheld. His agents had attempted to get an amicable arrangement among the parties, but as they had failed there was no alternative but to issue the notice to quit. Swift's solicitor was informed that it was because of 'his refusal to do justice to the surviving members of his family in the management of the several premises'. When Swift was successfully ejected, the property was divided amongst the family for whose benefit the suit had been instituted. Sir John argued that he had no personal interest in

the matter, though the law had been pursued at his expense. The effect of the trial in Huddersfield, however, was very serious. The *Chronicle* had sounded the alarm and its campaign had led to the application for the 1859 Act, which he believed he had obtained on behalf of the tenants and for their benefit, reciting events from the Buckden meeting, involvement in the passage of the Bill and the town's subsequent initial reception of the Act. But the unavoidable delay before conversion to leaseholds could take place, since three to four thousand holdings had to be valued and that took time, allowed agitation to begin. It had had a considerable success in that of 1,482 applications for leases, only 735 were subsequently withdrawn. Sir John believed that he had not been at issue with the general body of tenants in this contest, only that section which repudiated the Act which he had secured at their request. He argued that the benefit he had secured for them was protection from his creditors should he or his successors fall into debt or difficulties. As to Thornton, who had been offered a lease, it was only when he refused to accept or acknowledge himself a tenant-at-will that counsel advised notice of ejection to try the question. As the judgement in Chancery left the exact terms of a lease to be settled in chambers it was not possible to say until that was done whether Thornton's position would be more favourable to him than if he had accepted that offered under the 1859 Act.⁸³

Sir John's letter was followed the next day by a rebuttal from Frederick Robert Jones, junior. He disputed Sir John's account of the circumstances of Swift's eviction, claiming that the property was first sold by public auction and when the parties saw Alexander Hathorn to effect the transfer and complete the purchase, Swift, on the advice of his solicitor, proposed that the proceeds should be put into the hands of Hathorn to distribute in accordance with Samuel Swift's will. How then could Swift's ejection arise because of Frederick's refusal to do justice? As to the Redfearn case, Sir John could have granted a renewable lease under the 1844 Act. His unwillingness to do so reduced Redfearn 'to absolute ruin and poverty, often wanting even the barest necessities of life'. Those involved with Sir John in 1858 and the passage of the Act in 1859 were never representative of the body of tenant-right holders. The Act itself had been summed up as the lessor may, if and when he pleases, in his uncontrolled judgement and entire discretion, grant leases for 99 years, or any lesser term, on such rents, covenants and other terms, as he thinks fit. Constant iteration of this created a belief among tenants that they were completely at the mercy of the ground landlord so they rushed to make application for leases under the Act. Legal advice was obtained from men eminent at the equity bar, who advised that tenants did possess rights and they were not at the mercy of one man, as they had been led to believe. The estate resorted to a tactic of refusing the rents of tenant-right owners when

tendered in the usual way at the next rent audit, but when dissatisfaction was expressed, they were told their application for a 99-year lease could be withdrawn and the rent paid as previously. The offer was acted upon and 735 withdrawals, as Sir John had stated, took place. Sir John's claim that he was not at issue with 'the general body' of his tenants, only those who 'repudiate the act which he procured at their request', was not borne out by the fact that only 556 leases had been granted on some 3,000 holdings. Jones concluded with comments on the Thornton case. He argued that while Sir John denied any attempt to dispossess any of his tenants of the vast property constructed on his land, he did commence an action which could have no result other than dispossession, unless the Court of Chancery had interfered to restrain such intention.⁸⁴

This correspondence was followed by an editorial in *The Times* criticising Ramsden for attempting to force 99-year leases on tenants on pain of eviction, even if they offered more suitable security than the tenant-right system.⁸⁵ A further exchange of often acrimonious letters between Thomas Pearson Crosland, one of the proprietors of the *Chronicle*, and Sir John appeared in the press three days later.⁸⁶ Thereafter the discussions about a lease for Thornton dragged on in chambers until Jones informed tenant-right holders that preliminary proceedings for an appeal to the House of Lords against the Chancery decree were underway.⁸⁷ The appeal was heard during June and July 1865, before the Lord Chancellor, Lord Westbury, and Lords Cranworth, Wensleydale and Kingsdown. Thornton was stated as a respondent, but he had been declared bankrupt on 19 May 1864, which placed Lee Dyson, mortgagee for the property, effectively into that position. Shortly after the hearing ended Westbury resigned as Lord Chancellor and was replaced by Cranworth, who delivered judgement on 11 May 1866.

A majority of the judges allowed Ramsden's appeal. The Lord Chancellor stated that to succeed Thornton had to prove both that he believed he had an absolute right to a lease and that Sir John knew of that mistaken belief. In his view Thornton had failed to establish with respect to his transactions in 1837 and 1845 that he believed he had an absolute right beyond that of tenant from year-to-year, or that Sir John knew Thornton had the belief he failed to prove. As to evidence that persons taking land without lease would never be disturbed, it meant only that they could rely on the honour of the Ramsden family and that excluded jurisdiction of the court of equity; also, that Ramsden would not disturb their possession, rather than that he could not. The precaution had been taken in 1845 to require signature of an application document on which 'tenant-at-will' was printed in large letters. The expression was used in its proper legal sense and the tenants must be taken to have understood it in this sense. Lord Kingsdown dissented from

Cranworth and Wensleydale, taking the view that on entering possession there was only one class of tenant rather than two, but some subsequently took up leases. More emphasis had been placed on the words ‘tenant-at-will’ than they deserved since it had a technical meaning in Huddersfield which was equivalent to copyhold, or holding at the will of the lord and according to the custom of the manor. What the majority judgement illustrated was the success of a legal reform movement strongly influenced by liberal political economy, as opposed to the continuance of local land customs and Chancery protection of tenant-right holders. Cranworth would not pass an opinion on whether the tenants had a right to look for more or less from the Ramsden family than what they were prepared to grant, but he thought it indispensable that an end be put to the system that had prevailed.

As a consequence of the House of Lords decision, more tenants came forward requesting 99-year leases under the 1859 Act. But Ramsden, unlike Nelson, did not think matters could be settled by the granting of these leases. Sir John had discussed an intention to dispense with the services of Nelson with Abel Smith in July 1865. He had been persuaded to retain him until delivery of the judgement from the House of Lords appeal, but by autumn 1866 he had decided on a new course. It was, rather than ‘a mere question of granting leases’ under existing powers, ‘a larger question of bitter memories left behind unsuccessful litigation unless other means were taken to efface it’. He was therefore bringing the estate office and his resident agent into town to be more accessible to the tenants, building a new house at Longley so he could be there part of the year, and applying for a new Act of Parliament to provide for larger powers.⁸⁸ These larger powers were 999-year leases.

The final meeting organised by the TRDA of tenant-right owners and those holding 99-year leases took place soon after Ramsden’s new Bill was introduced in Parliament. Jones remarked that Sir John had offered an ‘olive branch of peace’, Hobson outlined the provisions of the Bill, and a resolution was passed congratulating Sir John on ‘having determined to offer so important and valuable a boon’ to his tenantry.⁸⁹ The Ramsden Estate Act 1867 was passed on 25 July 1867.

Endnotes

- 1 For a detailed account of the relative impact of Ramsden family members on the early growth of Huddersfield see Whomsley (1984), pp. 27-56.
- 2 DD/RA/4/1, For further details, see chapter 2, pp. 56-7.
- 3 The term ‘tenant-at-will’ is used interchangeably with ‘tenant right’. The terms were contested and opinion differed on the legal position of Ramsden and his non-lease tenants prior to the House of Lords judgement of 1866 in *Ramsden v. Dyson*. Characters

- favourable to the Ramsden Estate referred to ‘tenants-at-will’ while tenants in opposition to the estate preferred ‘tenant-right’ owner or holder. The expression ‘non-lease tenants’ was not in use historically, but is an appropriately neutral term of art.
- 4 The Ramsden Estate Trustee, Lord Zetland, informed Isabella Ramsden on 21 June 1844, after meeting James Loch, that his son George was willing to take on an appointment at a salary of £600 a year. Zetland recommended appointment and urged it strongly again on 11 July: Sheffield City Archives, Wentworth Woodhouse Muniments, G56.
 - 5 Loch to Isabella Ramsden, 4 May 1846 and Loch to JWR, 19 June 1850, cited in Whomsley (1987), p. 16.
 - 6 Skyrme (1825–1858) was originally from Worcestershire; Micklethwaite (1819–1888) from Soyland, near Ripponden. There is no clear evidence of Skyrme’s politics but Micklethwaite may have been associated with support for the liberation of Richard Oastler from his debt imprisonment in 1843 and voted for Conservative candidates in the West Riding election of 1868. They were joint proprietors of the paper until the dissolution of their partnership on 31 May 1852. Skyrme continued to be associated with the paper until 4 June 1855.
 - 7 See Halstead (1991), pp. 22–57, and (2018), pp. 83–122.
 - 8 *HC*, 15 June 1850, p. 4.
 - 9 *HC*, 22 June 1850, p. 4.
 - 10 DD/RE/C/71, Hathorn to Loch, 13 April 1850.
 - 11 For Brook and Hobson as colleagues, see Halstead (2012), pp. 91–144.
 - 12 *HC*, 6 July 1850.
 - 13 *HC*, 20 July 1850.
 - 14 *HC*, 22 December 1855.
 - 15 Loch to JWR, 20 July 1850, cited in Whomsley (1987), p. 17.
 - 16 Meriel Buxton (2017), pp. 44–5.
 - 17 JWR to Loch, 21 October 1851, cited in Whomsley (1987), p. 8. The letter is at the Buckinghamshire Record Office.
 - 18 Thomas Wright Nelson (1802–1883), originally from Nottingham, was practising as a solicitor in London. In addition to the Huddersfield appointment, he was agent for Sir John William during his parliamentary election campaign at Taunton in 1853 – *Bristol Mercury*, 25 June 1853.
 - 19 *HC*, 17 November 1855. Hobson became editor for the proprietors, Thomas Pearson Crosland and Cookson Stephenson Floyd, in June when Skyrme left the partnership.
 - 20 ‘The Thin and the Thick End of the Wedge into the Tenant Right Interest on the Ramsden Estate’, *HC*, 22 December 1855.
 - 21 ‘The Tenant Right Interest on the Ramsden Estate. The Baseless “protectorate”’, *HC*, 19 January 1856; ‘The Baseless “Protectorate” II’, *HC*, 26 January 1856; ‘Tenant Right Confiscation on the Ramsden Estate’, *HC*, 12 June 1858. While it is customary to speak of people buying land or property, the transactions are in ‘interests’ or ‘proprietary rights’, which may be quite complicated. See Ralph Turvey (1957), pp. 2–5.
 - 22 The *Huddersfield Examiner*, which was associated with Nonconformist Liberals and later became the organ of the estate in the newspaper battle during the tenure dispute, was founded shortly after the *Chronicle* in 1851 as the *Huddersfield and Holmfirth Examiner*.
 - 23 ‘The Lease Question: Fred Swifts’ Case’, *HHE*, 2 February 1856. Also see *HHE*, 5 January 1856; ‘The Lease Question’, *HHE*, 12 January 1856; ‘The Lease Question. The Estate Acts and the Tenant Right Holders’, *HHE*, 26 January 1856; ‘The Lease Question. Plan Suggested for the Settlement of the Tenant Right and Leasehold

- Difficulties on the Estate of Sir John William Ramsden Bart.’, *HHE*, 23 February 1856; ‘The Lease Question. Prospective Advantage to the Lessor – the Lessees – and the Public – By the Adoption of Our Suggested Plan of Leasing’, *HHE*, 1 March 1856; ‘Sir John William Ramsden and the Tenant Right Question’, *HHE*, 12 June 1858. Copies are available online only to the end of 1856. The copy cited for 1858 can be found in the Ramsden Estate Cuttings Book No. 1, Extracts 1858–65, which is held un-catalogued at WYASK.
- 24 *HHE*, 1 March 1856.
- 25 *HC*, 28 October 1854 and *York Herald*, 13 March 1858.
- 26 ‘Management of the Ramsden Property’, *HC*, 8 May 1858.
- 27 DD/RA/C/9/2, Hathorn to JWR, 11 June 1858.
- 28 The history of the Redfearn tenant-right holding in this paragraph is from Hobson’s account in *HC*, 24 December 1858, except where otherwise noted. A statement in the article that Redfearn paid a total ground rent of £333 does not seem credible and has been omitted.
- 29 According to the Estate’s advice Redfearn had expended only £950 on improvements, excluding repairs – DD/RA/28/2, ‘*Ex parte* Sir John William Ramsden. Case and Opinion of Mr Morgan, 17 May 1858’.
- 30 DD/RA/C/9/5, Nelson to R.W. Clough, 19 May 1858. The offer differs from the 75-year term recommended in ‘Case and Opinion of Mr Morgan’ – DD/RA/28/2.
- 31 See Halstead (2018), pp. 97–8 and pp. 105–6 for the possibility of authorship.
- 32 For Hobson’s role, see Whomsley (1987), pp. 18–19, citing ‘Minutes of committee meeting of delegates from building and money clubs’, Appendix 1 in two volumes of *Ramsden v. Thornton. Appeal by Sir John William Ramsden to the House of Lords against the decision in the Court of Chancery in favour of Joseph Thornton, a tenant-right owner, 1866*.
- 33 *HC*, 17 July 1858.
- 34 The full text of the Memorial, a report of the Buckden discussion and the subsequent correspondence with Freeman was published in *HC*, 11 December 1858.
- 35 See chapter 4, p.123.
- 36 *HC*, 11 December 1858.
- 37 *HHE*, 18 December 1858.
- 38 ‘The Ramsden Estate. The Equitable Right of Tenant Right Owners to Leases on the Old Terms’, *HC*, 18 December 1858; ‘The Magnitude of the Huddersfield Tenant Right Interest’, *HC*, 24 December 1858.
- 39 DD/RA/C/9/5, Noble to JWR, 15 April 1864.
- 40 *HHE*, 25 June 1859.
- 41 *HHE*, 2 July 1859. The source for *HHE* after 1856 to 1860 is the Ramsden Estate Cuttings Book No. 1 at WYASK.
- 42 *HC*, 9 July 1850.
- 43 I was involved in the Local and Personal Acts Bill procedure as an official at the Home Office in 1963–4. In those days we met with the equivalent of Redesdale, Lord Merthyr, who was referred to as the Lord Chairman. He sat and decided alone on bills that were uncontested. A Lords committee was only formed for contested bills. The House of Lords Record Office clerk was as surprised as myself when we found that the file only contained a copy of the final bill.
- 44 John Brooke (1794–1878), was a Justice of the Peace and Deputy Lieutenant of the West Riding in 1861.
- 45 *HC*, 13 August 1859.
- 46 The view of Whomsley (1987), p. 19.
- 47 *HC*, 1 October 1859.

- 48 *HC*, 5 November 1859; *HC*, 12 November 1859.
- 49 *HC*, 26 November 1859.
- 50 *HC*, 17 December 1859.
- 51 The supply of urban central land is essentially fixed, but the demand for it was likely to be related to high-value uses. Cf. Richardson (1971), p. 45.
- 52 As a 'Tenant Right Owner and (what involves a greater difficulty) Mortgagee of Tenant Right', *HC*, 25 June 1859; and as 'Idem', *HC*, 2 and 9 July 1859. Roebuck correctly identified the author as the solicitor Robert Frederick Jones, junior.
- 53 *HC*, 14 January 1860.
- 54 *HC*, 24 March 1860; 14 April 1860.
- 55 *HC*, 19 May 1860.
- 56 DD/RA/C/9/5, Noble to JWR, 15 April 1864. Thomas Robinson (1799-1861+), plasterer, rather than the Huddersfield solicitor of the same name. He had also been a member of the committee sent to watch the bill.
- 57 My search for appropriate correspondence in the *Leeds Times* has been unsuccessful so there is some doubt about the accuracy of Hobson's recollection on this point.
- 58 *HC*, 9 June 1860.
- 59 *HC*, 21 July 1860; *HC*, 28 July 1860 and 4 August 1860.
- 60 *HC*, 11 August 1860.
- 61 *HC*, 18 August 1860.
- 62 *HHE*, 22 September 1860.
- 63 DD/RA/C/19/9, T. Mallinson to JWR, 23 July 1859.
- 64 DD/RA/C/19/9, JWR to Mallinson, 15 September 1860.
- 65 *HE*, 16 March 1861, Ramsden Estate Cuttings Book No. 2 1860-7.
- 66 DD/RA/C/28/3, Stewart to JWR, 21 December 1859.
- 67 *HC*, 4 May 1861.
- 68 For the Court of Chancery within the legal system see Lobban (2004), pp. 389-427 and 565-99.
- 69 *HC*, 28 May 1864.
- 70 DD/RA/C//9/5, Nelson to JWR, 25 May 1864.
- 71 DD/RA/C/37/3, JWR to Wright Mellor, 21 May 1862.
- 72 DD/RA/C/37/3, Noble to Wright Gledhill, 20 May 1862.
- 73 *HE*, 24 May 1862.
- 74 *HC*, 31 May 1862.
- 75 *HC*, 24 May 1862.
- 76 DD/RA/C/9/5, Mellor to JWR, 27 February 1864, accepting the invitation.
- 77 DD/RA/C/9/5, Mellor to JWR, 15 March 1864.
- 78 DD/RA/C/9/5, JWR to Mellor, 15 April 1864.
- 79 DD/RA/C/9/5, Wills to JWR, 12 April 1864; Meason to JWR, 27 April 1864.
- 80 DD/RA/C/9/5, JWR to Mellor, 20 April 1864; JWR to Mellor, 7 May 1864.
- 81 DD/RA/C/9/5, 11 May 1864.
- 82 DD/RA/C/9/5, JWR to Mellor, 12 May 1864; Mellor to JWR, 16 May 1864.
- 83 *LM*, 30 May 1864.
- 84 *LM*, 31 May 1864.
- 85 *The Times*, 1 June 1864.
- 86 *LM*, 4 June 1864.
- 87 *HC*, 11 March 1865.
- 88 DD/RA/C/33/2, JWR to Abel Smith, 15 November 1866; JWR to Abel Smith, 17 December 1866.
- 89 *HC*, 18 May 1867.