

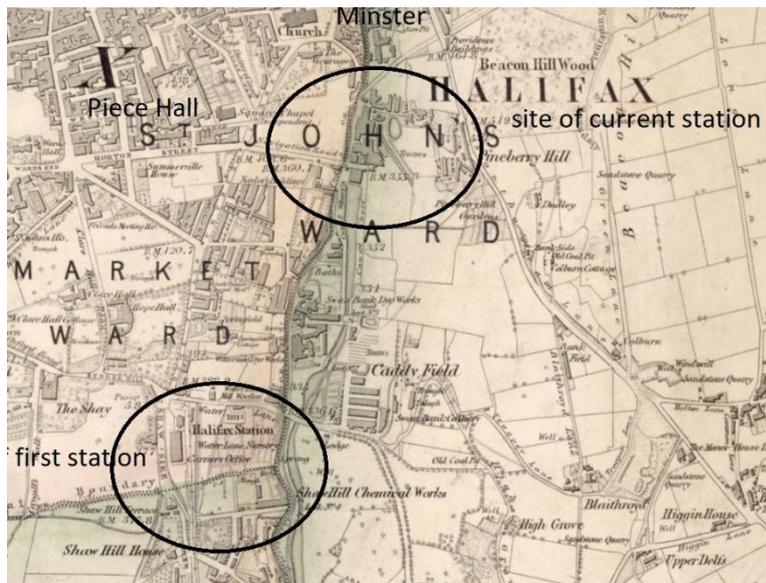
The development of the railway through Halifax to Bradford, the Walkers and Listers.

A railway line between Manchester and Leeds via Sowerby Bridge, Elland and Brighouse opened in 1840. Unfortunately, there was no link to either Halifax or Bradford. Halifax was joined to the line in 1844.

There were several railway companies formed promoting a link from Halifax to Bradford including the West Yorkshire Railway Company, West Riding Union Railway, the Manchester and Leeds Railway company, all amalgamated into the Lancashire and Yorkshire Railways Company. The documentation shows different companies involved in the purchase of land and the development of the railway. By 1846 the companies were clearly working together.

Any line from Halifax to Bradford would run through the Shibden Hall estate, to Hipperholme, Lightcliffe and on to Low Moor. The principal landowners in the latter part of the 1840s were Ann Walker, with her life interest in Shibden Hall and land in Hipperholme and Lightcliffe, and George Mackay Sutherland who, through his marriage to Elizabeth Walker, Ann's sister, also owned key parcels of land in Hipperholme, Lightcliffe and Norwood Green. In 1843, Ann had been declared a lunatic and her brother-in-law was her Committee charged with looking after her financial affairs.

In 1842 Ann Walker sold 2 pieces of land to the Manchester and Leeds Railway Company. One was used, at Shaw Syke, for a railway station as the Manchester to Leeds railway built an extension line into Halifax. (That is not the site of the current station which opened in 1855.) The second piece of land is where the new (current) station is sited. Each piece of land cost the railway company £1000.¹



There is an interesting draft of the sale document for Shaw (Shay) Syke which lists the properties on the parcel of land in which a greenhouse is crossed out from a list of cottages, a smithy and other properties. It looks as though an agreement was made in June 1842 to exclude from the sale the greenhouse which was used by William Throp who was a gardener and nurseryman used by Anne Lister and by Ann Walker. He was still renting land from Ann in 1844 and 1845 at £31 per annum which suggests that it was a sizeable property and that Ann had been clever when excluding it from the sale. She may well have been protecting the livelihood of someone she knew well.

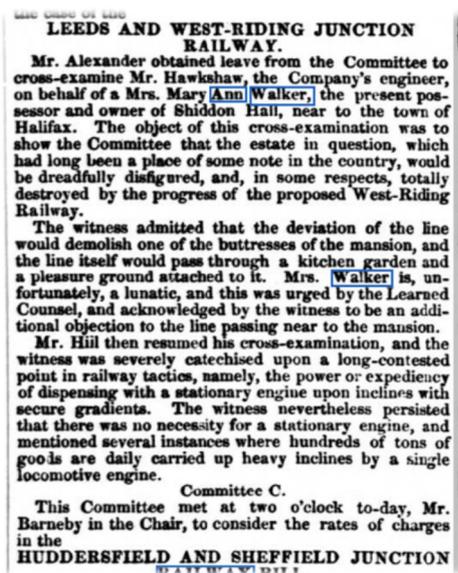
Oddly one of these contracts was not paid and lingered on until sometime later by which time the debt had grown to £1400 including interest.

During the following 4 years, Ann is recorded as being opposed to a railway both in principle and as it would impact on her and her sister's lands. There were divided opinions in Halifax at the time. Some were opposed to any scheme partly to do with the impact on the navigation (canal) system as many owned shares in the local company and partly to do with routes proposed or the companies that might build a line. Others supported a line between Halifax and Bradford because of the positive impact on their businesses. A list of the Committee and its additional subscribers² for the West Yorkshire Railway Company (1844) includes many of the most influential men of the area including Titus Salt, Sir Edward Akroyd, the Ripley family of Holme House and the first mayor of Bradford, Robert Milligan. Some opposed schemes as that might lead to higher compensation or concessions such as a conveniently built station.

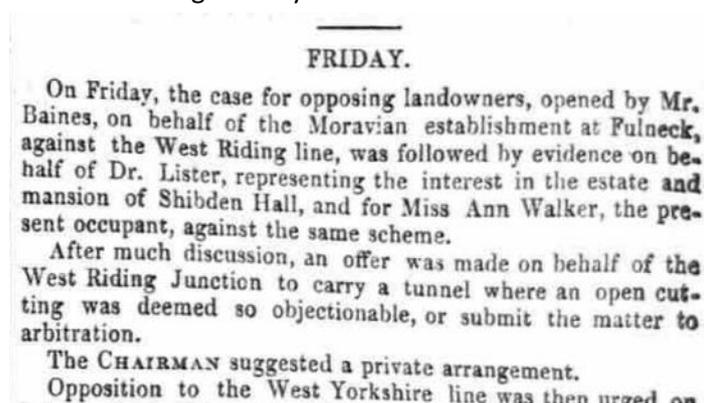
One example of Ann's opposition often quoted was the incident when she ejected Ordnance Survey observers from her land and was fined in court³. As Steve Crabtree suggests, her action might just as likely to have been based on concern about trespass. The detailed national survey was spreading out across the country and was still a new experience for many landowners.⁴ There were several examples of similar actions; perhaps this particular case achieved notice because Ann was a woman of status.

In 1845, as custodian of Shibden Hall, Ann objected to the proposed line because of the impact on the Hall and the estate. Reading through this, it is hardly surprising that she is objecting (represented

by a Mr Alexander) considering that the company's engineer, John Hawkshaw, accepted that the line would demolish a buttress of the mansion then go through a kitchen garden and a pleasure garden⁵. Counsel argued, and Hawkshaw acknowledged, that the objector's mental health was an additional ground for objection. If the line really was going to pass so close to the Hall, any owner would have objected.



In May 1845, Dr Lister appeared before The West-Riding Railway Schemes Committee⁶ which was considering the competing case of two different schemes. He is stated as representing the estate and mansion of Shibden Hall and for Miss Ann Walker, the present occupant, against the scheme. In both cases the objection was on the impact on the Hall and grounds and not the line itself. Surely a reasonable position.



As indicated below, the sale of the land belonging to Shibden Hall estate was signed on 2nd January 1847. The agreement for the Crow Nest estate was signed 2 weeks later. Therefore, work could not commence until that time and, yet the line opened in August 1850. The work would involve constructing a tunnel under Beacon Hill (1105 yards long and including an iron tube for a 'galloway gate' to give access to a coal mine belonging to J S Rawson), then an embankment which is 66 feet high, at least three bridges with the impressive high retaining walls to the station at Hipperholme.⁷ From there the 388 yard tunnel takes the rail line under the Brighouse road and out into Hipperholme



and Lightcliffe. It then goes under another short bridge ('donkey' to our locals) to Lightcliffe station and under the Wakefield Road at the top of the Coach Road (the 70 yard Lightcliffe Tunnel), under the golf club bridge and on to Bottom Hall viaduct. This impressive 1140 foot spanned bridge is 114 feet above the stream and is built of 'snecked rubble' construction and designed by the railway's engineer, John Hawkshaw. The line goes on over the Leeds Road bridge towards the station in Norwood Green.



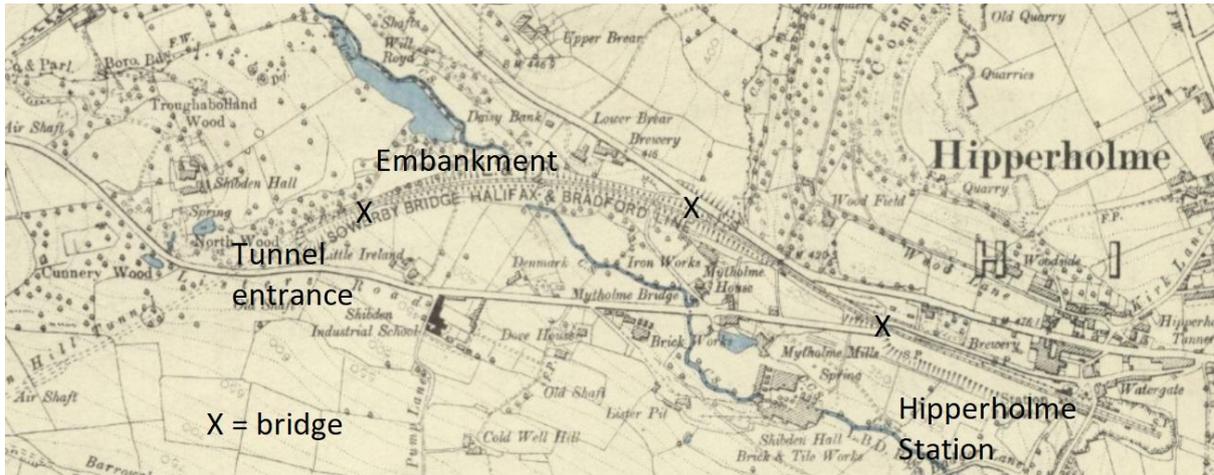
To complete this task in such a short time must have been impressive and a very unexpected shattering of the calm of these rural areas. To the construction works would be added the extensive quarrying for stone of which significant quantities would have been supplied by quarries owned by the two estates. What is equally impressive is that a line designed for short, slow moving and relatively light traffic is still capable of coping with faster and heavier trains. In a period of the last 30 years I have seen only inspection teams on the viaduct, never major maintenance.

The extract below is an affidavit signed by Samuel Washington in 1848 referring to an agreement between the Manchester and Leeds Railway Company and those with a legal interest in the land on the Shibden Hall estate signed on 2nd January 1847¹. Also in the archives is a draft of the sale document. In much of the detail the two documents correspond with each other, the only significant difference is the sums involved. Though those quoted in draft are different to those in Washington's affidavit, the total of £5500 is the same.

The sale of the land was on the part of William Gray of York, solicitor, George Mackay Sutherland and Dr John Lister who would succeed to the estate on Ann's death. Ann Walker had the right to live at Shibden Hall under the terms of Anne Lister's will. Then when she was declared a lunatic her brother-in-law George Mackay Sutherland acted as her 'Committee' looking after her financial interests.

The agreement covered the sale of the land and compensation together with conditions related to the construction of the railway between Halifax and Bradford. The plan that is referenced in the document is not attached but the agreement can be traced from the tunnel under Beacon Hill, through the estate to the level crossing which was in place at Hipperholme station until replaced by the current bridge.

The agreement shows the sale of the land at £1660 and compensation at £3840. The total so far amounts to £5500.



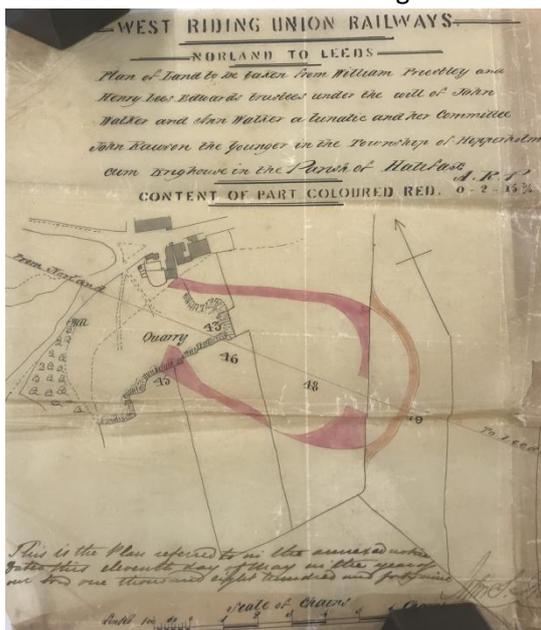
Samuel Washington was a surveyor and had been the land agent for both Ann Walker and Anne Lister so would be ideally qualified to look after the interests of the estates.

Interestingly, if this agreement had not been put in place when it was, the construction of the railway may have been delayed as George Mackay Sutherland died in April 1847 and discussions would only have been renewed after a replacement Committee was appointed.

George Mackay Sutherland would have been very busy during this time. As the sole owner, after his wife's death, of that part of the Crow Nest estate inherited by Elizabeth and as the Committee for Ann Walker for both her part of the estate and, on her behalf, being involved in the Shibden Hall Lister estate. He had an added interest in the railway company succeeding as he had bought 22 shares, later increased, in 1845, by a further 20.

The next section of the railway would cross the Walker estate through to Norwood Green. This would involve George Mackay Sutherland for the land he now owned through his late wife Elizabeth (née Walker), Ann Walker and others.

Some land was sold to the West Riding Union Railway company in 1849 belonging to Ann Walker.



The agreement is in the names of William Priestley & Henry Lees Edwards Trustees under the will of John Walker, Ann Walker (a lunatic), her Committee, George Mackay Sutherland and Samuel Washington. This company and the Manchester & Leeds Railway would soon amalgamate as the Lancashire & Yorkshire Railway.

Without the L&Y plan with plot numbers, it is a little difficult to be certain where this is. Comparing it with three maps (Washington, Myers & 1867 Crow Nest sale) this looks like the land over the Hipperholme Tunnel. The rectangular building at the top of the plan would be The Travellers Inn. Unfortunately, the page with the price is not with the agreement. This

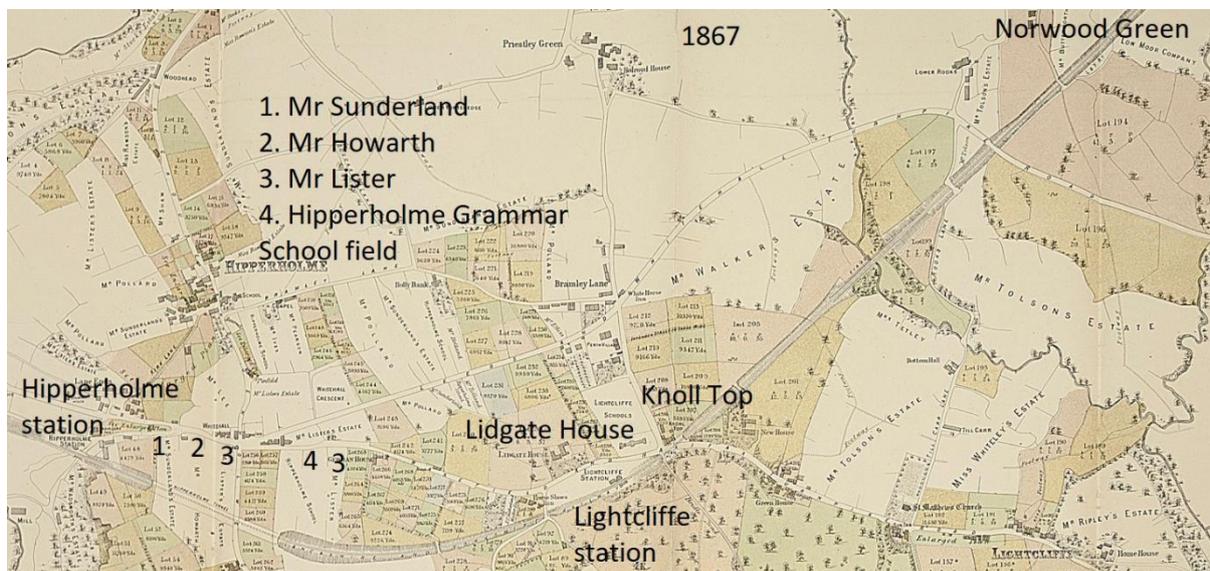
must be confirming a previous agreement as the tunnel would surely have been nearly complete by 1849.

Once through the Hipperholme Tunnel, the line crossed land owned by Mr Sunderland (of Coley Hall), Mr Howarth and then Mr Lister (Shibden Hall). Next a block of land belonging to either George Mackay Sutherland or Ann Walker before a piece of land belonging in trust to Hipperholme Grammar School and then a narrow strip of land owned by Mr Lister. It then arrived at the station which was part of Crow Nest, under the Lightcliffe Tunnel (there is a definition of how wide a bridge is before it becomes a tunnel) at Knoll (Knowle) Top before moving on towards Norwood Green. Knoll Top belonged to Ann and from there on the land had been inherited by Elizabeth.

We know that some of the land, being part of the area around Lidgate (Ann's inheritance), was needed so that the Wakefield Road turnpike could be moved slightly north to accommodate the line, so Ann would have had compensation for this. There is a partial document in the Archives referring to the sale of a piece of land, already staked out, again in the names of William Priestley & Henry Lees Edwards Trustees under the will of John Walker, Ann Walker (a lunatic), her Committee, George Mackay Sutherland and Samuel Washington and dated January 1847 for Plot 100. Again, I have not seen the plan so can not identify which piece this is.

At the time of the sale, what was marked as Mr Lister's land on the 1867 sale plan, would have been part of the Shibden Hall estate to which Ann Walker had a lifetime interest under the terms of Anne Lister's will.

I did read, but can not now find the source, that Ann Walker was paid £9000 in total divided £7000 for the Shibden Hall part of the land sale and the balance for her land in Hipperholme and Lightcliffe. This suggests, reasonably, that the two parcels of land east of the Brighthouse road attributed to Mr Lister in 1867 were sold for £1500 (£7000-£5500) and that for Ann, £2000.



The largest piece of land required by the company would have been for Lightcliffe station and its relatively extensive goods yard and sidings. This would have been the northern most part of the Crow Nest mansion parkland and would have commanded a high price.



I have not yet found a contract similar to the one for the Shibden estate. However, part of the Residuary Account, Inland Revenue for George Mackay Sutherland following his death in 1847 refers to contracts with the West Riding Union Railways now the Lancashire

and Yorkshire railway for a sum of £10500 (over a million today). This suggests that much of the land needed by the railway was part of Elizabeth's rather than Ann's inheritance.

<p>Property not comprised within the above descriptions, viz. <i>The amount for which Testator had in his lifetime contracted to sell part of his Real Estate to the West Riding Union Railways Company now the Lancashire and Yorkshire. Amount found due out of deposit of part of the purchase money of above order Estate made in Testator's lifetime on account of claims made by him in reduction of purchase money property included in the Scottish probate.</i></p> <p>* Real Estate directed to be sold as per Statement of particulars annexed</p>	<p>10500 " "</p> <p>700 " "</p> <p>1283 3 "</p> <p><i>None of the Real Estate yet sold under the Power.</i></p>
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The Residuary Account, Inland Revenue indicates how much is owed as tax.⁹

In 1851, the railway company were notified of a number of outstanding issues. These included a road under the viaduct, fences and gates to be completed around land tenanted by a Mr Holland, the house occupied by Mr James Hinscliffe at Knoll Top to be properly fenced from the railway and the road at the gates leading to Crow Nest (Coach Road) to be surfaced. Further a watering trough at Lidgate was required as a previous one had been destroyed by the company.

In any consideration of the impact of the development of this railway on the two principal estates would need to take into account the sale of stone for the building of the infrastructure. Most local quarries were owned by the two estates. You might well expect the rental income from the Travellers pub, opposite to Hipperholme station, to increase.

There are two more agreements in the Archives. In 1869, John Lister came to an agreement with the railway company to allow him to plant trees and shrubs on the embankment between the tunnel entrance, the Hall and the first bridge¹⁰. It cost 5s per annum. A second agreement, undated but as it involved John Lister alone it must have been after Ann's death in 1854, was for the sale of a large quantity of stone to the company on land either side of the Brighouse road near the line of the railway¹¹.



An engine of the period.

The Lancashire & Yorkshire Railway.v3, p17

The Walker connection continued so that land was sold by Ann's nephew, Evan Charles Sutherland Walker, in the 1870s near Rooks in Norwood Green for the Pickle Bridge line linking Bradford and Brighouse. This line crossed the A58 and what is left of the viaduct can be seen before the Wyke cross-roads.

This can only be an overview. Some of the agreements are incomplete with second pages or plans missing. There may well be more information, of course, in other files in the West Yorkshire Archives. There will certainly be some in those of the Lancashire and Yorkshire Railway.

Inflation between 1840 and 2022, take as approximately 110.

Thanks go to Dorothy Barker, Steve Crabtree, Diane Halford, Jenny Wood, John Brooke and David Glover.

The Lancashire & Yorkshire Railway Society has 2 interesting articles (LYR Focus Journal no.85 and LYR Society Magazine no.291 - thanks to Philip Hellawell)

¹ West Yorkshire Archives, Calderdale, CN: 100/2.

² Malcolm Bull's Calderdale Companion

³ <https://insearchofannwalker.com/research-april-1843-ann-walker-and-the-durnford-incident/>

⁴ Map of a nation. Rachell Hewitt

⁵ The Bradford Observer; and Halifax, Huddersfield and Keighley Reporter, May 15th 1845

⁶ York Herald 3 May 1845

⁷ The Lancashire and Yorkshire Railway, Vol 1 John Marshall

⁸ CN 100/2

⁹ CN: 101/3

¹⁰ SH 2/SQ/14

¹¹ SH 2/SQ/14S

Acknowledgements.

Philip Hellawell and Lightcliffe and District History Society for railway images





Affidavit signed by Samuel Washington in 1848⁸

In lunacy

In the matter of Ann Walker spinster, a person of unsound mind.

I, Samuel Washington of Lightcliffe, Halifax in the county of York land surveyor and valuer make oath that an agreement was made and entered into between William Gray of the City of York gentlemen and George Mackay Sutherland of Shibden Hall in Southowram in the same County, Esquire the late committee of the person and estate of Ann Walker a lunatic which said William Gray and Ann Walker are the Trustees named and appointed by the last will and testament of Anne Lister deceased and John Lister late of New Road, Hammersmith in the County Of Middlesex, Doctor of Medicine of the one part and Charles Henry Jones of Huddersfield in the County of York (and inserted: John Rhodes Ralph of Halifax in the same County Esquire) on behalf of the Manchester and Leeds Railway Company of the other part whereby the said William Gray, George Mackay Sutherland and John Lister on behalf of themselves and all other parties having any estate or interest in the property agreed to sell to the said company for the price after mentioned the fee simple and ??? of and in those pieces or parcels of land ?? in the Township of Southowram, Northowram and Hipperholme-cum-Brighouse in the parish of Halifax aforesaid containing thirteen acres and one rood statute measure or thereabouts required for the purposes of the West Riding Union Railways and delineated in a plan annexed to a notice to treat dated the second day of January one thousand eight hundred and forty seven under the hand of the Secretary or Clerk of the said Company and served on William Gray and George Mackay Sutherland and also all those other pieces or parcels of land situate in the Township of Hipperholme – cum -Brighouse aforesaid containing one rood and thirty five and a half perches statute measure or thereabouts and also all those other pieces or parcels of land situate in the Township of Hipperholme-cum-Brighouse aforesaid containing thirty seven and a half perches or thereabouts and also all that other piece or parcel of land situate in the Township of Hipperholme cum Brighouse aforesaid containing one rood and fourteen and a half perches statute or measure or thereabouts which several pieces or parcels of land and hereditaments are required for the purposes of the West Riding Union Railways and are delineated and described in the plans annexed to these notices to treat dated respectively the second day of January one thousand eight hundred and forty seven under the hand of the said Secretary or Clerk of the said Company and served on the said William Gray George Mackay Sutherland and John Lister together with all the houses, buildings, timber, and other trees, hedges, fences, ways rights watercourses, numbers?? and appurtenances thereto belonging and all other hereditaments, rights, favours and privileges mentioned in the several notices and the said William Gray George Mackay Sutherland and John Lister further agree

that they would at the expense of the said Company an Abstract of the Title to the said premises and would deduce a good title thereto and that on payment of the purchase and compensation money thereafter mentioned the said William Gray George Mackay Sutherland and John Lister and all other necessary and proper person would convey the said land hereditaments and premises to the said Company or as they should direct free of incumbrances and ?? Charles Henry Jones and John Rhodes Ralph on behalf of the said Company did thereby agree with the said William Gray George Mackay Sutherland and John Lister that on a good title being shewn and a conveyance being executed as aforesaid the said Company should pay to the said William Gray the younger, George Mackay Sutherland and John Lister or other person or persons entitled thereto the sum of one thousand six hundred and sixty pound being the price agreed to be paid for the purchase of the said lands hereditaments and premises and a further sum of three thousand eight hundred and forty pounds as and for all damage loss or injury to the property adjoining by severance or otherwise or in respect of any other matters mentioned in the said several notices to treat except tenants rights and damage and also as thereafter provided nevertheless that in case of the said Company or in the case a conveyance of the said land and hereditaments be not completed to their satisfaction then the said Company should be at liberty at time to pay the said purchase and compensation money in such manner and form as was directed by the Lands Clauses Consolidation Act one thousand eight hundred and forty five and it was thereby further agreed that the said Company should be at liberty immediately to take possession of the said lands, hereditaments and premises and proceed with the construction of the said railway and works they paying to the said William Gray the younger, George Mackay Sutherland and John Lister or other person or persons entitled thereto interest after the rate of four pounds per cent per annum upon the said two several sums of one thousand six hundred and sixty pounds and three thousand eight hundred and forty pounds from the time of them taking possession up to the time of completing the purchase and it was thereby agreed that the said Company should at their own expense make communications over the Tunnel to be constructed by them under the several pieces or parcels of land in Southowram aforesaid numbered 89,90,92,96, 97, 98 and 101 respectively in the said plan annexed to the notice firstly ?themselves? referred to for the use of the owners and occupiers for the time being of the same several pieces or parcels of land and should also at their own expense form and erect a bridge under the railway on the east side of piece or parcel of land in Southowram aforesaid numbered 107 in the same plan to be used by the owners and occupiers for the time being of the adjoining lands hereditaments and premises and by the said Company or their agents or servants or undertenants for all general purposes and in case it should be requisite or desirable to alter the footpaths referred to by the numbers 110 and 114 in the same plan it should be lawful for the said Company to divert the same so as to trap under the said bridge and the said Company should also at their own expense form and erect a bridge under the railway in the piece or parcel of land in Northowram aforesaid numbered 30 in the same plan and to divert the roads numbered 14 and 20 respectively in the same plan so that they should pass under the said bridge and should also at their own expense make and erect close fencing not less than seven feet or eight on the north sides of the several pieces or parcels of land in Southowram aforesaid and numbered 101-104-105-108-107 and 102 respectively in the same plan and should also at their own expense form and erect a bridge under the said railway in the piece or parcel of land in Hipperholme cum Brighthouse aforesaid numbered 3 on the same plan and should also at their own expense form a level crossing over the said railway in the piece or parcel of land in Hipperholme cum Brighthouse aforesaid numbered 10 in the same plan and it was thereby further agreed that in case the supply of water to Shibden Hall should be in consequence lessened, diminished or injured by reason of the said railway or any of works connected therewith the said Company shall pay compensation for the same land and it was further agreed that the land above the Tunnel in the piece or parcel of land in Northowram aforesaid numbered 90 in the same piece should not be fenced off by the said Company

after completion of the said Tunnel and that no spoil bank or materials excavated from the said Tunnel or shafts connected therewith should be left over the same or several pieces or parcels of land in Southowram aforesaid numbered respectively 94-96-97-101 and 104 in the same plan and I further say that I have carefully surveyed and valued the property so agreed to be sold for the said sum of one thousand six hundred and sixty pounds and I have estimated the said compensation so agreed to be taken and to the best of my knowledge I verily believe the said sum of one thousand six hundred and sixty pounds to be the full and fair value of the said premises and the said sum of three thousand eight hundred and forty pounds to be a fair and proper compensation as in the said agreement mentioned and I further make oath and say that I have carefully considered the Clauses and provisions contained in the said agreement and I am of the opinion that it will be fit and proper and for the benefit of the estate of the said Ann Walker that the said agreement should be carried into effect.

Sworn at the Chancery Affidavit Office Southampton Buildings in the County of Middlesex this twenty fourth day of June 1848.

Before me J Jefferson

Samuel Washington.

Ian Philp. November 2022