

The History of Westleigh Quarry, Devonshire

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'The parish is hilly and abounds in limestone'.
[White's *Devon Directory*, Sheffield, 1850]

In memoriam Charles Reichel Bent 1912-2004

In writing about industrial Devon in the Introduction to Cherry and Pevsner's *The Buildings of England: Devon*, Walter Minchinton noted that:

Devon is not just a county of cream teas and golden sands, red cliffs and thatched cottages but one where over the centuries a whole range of industrial occupations have been carried on in home, workshop, factory, and mine¹.

Some 370 limekilns have survived in Devonshire and if for mine one reads quarry in Minchinton's quotation, then the small cluster of Devonshire villages on the Somerset border, consisting of Burlescombe, Westleigh, and HoIcombe Rogus, provides a perfect example of the truth in what he says, and the recent gift to the Company Archives of Aggregate Industries of the records of Westleigh Quarry is a donation of considerable historical and social interest. They cover the period 1739-1949 and are the benefaction of Mr James Stafford Bent and his brother Mr Charles Reichel Bent, former owners of Quarry.

The interest, of course, of the area is not limited to quarrying. John Wesley was descended from Sir Herbert Westley of Westleigh and Westley was an alternative spelling of the family surname. In 1850 there was a Wesleyan chapel in the village. The Cadburys, well known as the cocoa and chocolate manufacturers who settled in Birmingham at the end of the eighteenth century, originated from Burlescombe, and the strong Quaker influence which characterised their work ethic stemmed from John Cadbury of Burlescombe and the Society of Friends. HoIcombe Rogus once had a weekly market, an annual fair, granted in 1343, and a free place for one boy at Ayshford's grammar school at Uffculme, founded in 1701.

Quarrying in modern times has been practised in the vicinity of Burlescombe since the eighteenth century and Lewis's *Topographical Dictionary* in 1831 noted how the recently built canal from Tiverton 'extends to Burlescombe, passing in its course the rocks of Canonleigh, which yield excellent limestone'. This was the Grand Western Canal, built 1810-1814, by John Rennie, architect of Waterloo and London bridges, famed for their grace and elegance of construction.

Unfortunately for its promoters, when it came to the Grand Western Canal, 'the vast expense that attended its completion falsified the anticipations of its projectors²'. One of the main reasons for its construction was the need for agricultural lime. Lime kilns were first built at the Tiverton canal basin in 1829. They were fed directly from barges on the Canal and were in use until at least 1895. Thousands of tons of limestone were burnt annually to supply surrounding farmers who came to Tiverton from as far as thirty miles away with horse and cart. When the canal was opened to Taunton, coal could be transported without having to arrive by way of the south coast ports where duty had to be paid. The limekilns at Westleigh are still to be seen near the quarry, and these too were served by the canal with coal and the processed lime was taken on by the same means to Tiverton for sale.

White's *1850 Devonshire Directory* names John Potter as a lime and timber merchant, James Hewett as a lime burner, and Henry Taylor, as a lime dealer and beer house proprietor, and all of Burlescombe. The 1851 census names others: at Westleigh: Walter Skinner was a boat builder and John Channon a 'steerman of boats'. A later census names a canal inspector as living at Westleigh. Courtney Davey was a Westleigh lime burner and inn keeper, a reminder that lime burning was very thirsty work. He seems to have prospered however, and in partnership with Henry Doble was trading in 1845 as Dobie, Davey & Co .. The Company Archives contain a statement of their terms of business:

¹ Bridget Cherry and Nikolaus Pevsner, *The Buildings of England: Devon*, Second Edition, Harmondsworth, 1969, p.38.

² *Pigot's Devon Directory*, 1830.

WESTLEIGH LIME KILNS DAYS OF PAYMENT FOR LIME. Attendance will be given at the places and times following, (viz ..)CULLOMPTON, King's Head Inn, .. Saturday, 7th February, 1846. TIVERTON, Half Moon Inn, Tuesday, 3rd February BROADHEMBURY, Red Lion Inn, Thursday, 5th February TIVERTON, Cross Keys Inn, Tuesday, 10th, February UFFCULME, Lamb Inn, Wednesday, 11th. February KENTISBEARE, Golden Lion Inn, .. Monday, 16th February UFFCULME, George Inn, Wednesday, 25th, February

When Dealers are particularly requested to attend and pay their Accounts for all Lime, delivered to the end of 1845.

NO Discout allowed on any account under TEN HOGSHEADS, nor on any account remaining unpaid after the above named Days.

Your obedient Servant,
DOBLE, DAVEY & Co.

As many of our Dealers have expressed a desire that the old Custom of treating at the time of paying for their Lime, should be dispensed with, we in compliance with such request, and to save expence, intend reducing the price of our Lime for the Year 1846, to two shillings and ten pence per Hogshend³, with four pence per Hogshend³ discount on all accounts above ten Hogshends if paid for on or before the twenty fifth day of March 1847, free of expence to us. DOBLE, DAVEY & Co.
Dated Tiverton, 31 st December, 1845.

Other Westleigh limeburners at this time were Richard Lovel and Edward Harper, and Courtney Holley and Michal Morrish [sic] were quarryman. Despite the harshness of the work, and probably out of necessity, Morrish was still working though aged 67. At Burlescombe the census identifies George Hurford as a quarryman and his kinsman Thomas Hurford as a lime burner.

One reason why the Canal failed to fulfil its commercial expectations was the opening in 1844 of the Bristol and Exeter Railway. Its route passed through the parish of Burlescombe where it had a station and thereby offered far easier and speedier access for its lime and stone to the rest of the country than the canal with its slow horse drawn barges. However, perhaps there were also those in the parish who entertained ideas of diversification, and the *National Gazetteer of Great Britain and Ireland* of 1868 besides mentioning the extensive local quarries of limestone, also tells of 'a mineral spring of a like character to the Harrogate waters', though the concept of Burlescombe Spa, rivalling Bath, as a West Country watering place of resort and fashion never took off.

The local squirearchy who in normal circumstances would develop the mineral resources of its estates was at this time in some disarray. At Burlescombe the patrons of the living and Lords of the Manor were the Ayshfords whose seat was once at Ayshford Court. Little remains of what was a medieval manor house⁴. A local hostelry bears the name of the Ayshford Arms and there are monuments to the family in both Ayshford and Burlescombe churches reflecting its position in the seventeenth century before its status declined and Ayshford Court became a mere farmhouse, the principal seats of the Ayshfords becoming Nynehead Court, near Wellington in Somerset and Waltham House in Essex.

Peter Frederick Bluett, Lord of the Manor and Patron of the Living, who is said never came to Holcombe Rogus⁵, in 1858 was compelled by his gambling debts to sell Holcombe Court. The new owner was the Reverend William Rayer, IP, of Tiverton, a gentleman of considerable substance⁶. He was Rector of the Tiverton parish of Tidecombe where the needs of his family, consisting of his wife, son, and three daughters, were attended to by eight servants, including a butler, a footman, and groom.

³ Lime was 3 shillings a hogshead and Ashes 2s 2d per Hogshead.

⁴ Bridget Cherry and Nikolaus Pevsner, *op.cit.*, p.146.

⁵ He appears at Holcombe Court, however, in the 1851 census.

⁶ *The Return of Owners of Land*, 1873, credits William Rayer with an acreage of 2,445 rendering an estimated annual rental of £3,624.

At this time Holcombe Court, the south front of which Pevsner considered to be the most spectacular example of architecture in the Tudor style in Devon⁷, was in an state of overall disrepair, and Rayer commissioned the popular Devon architect John Hayward to rebuild the north and west ranges of the house 'in solid Victorian Tudor'⁸. Now patron of the living, Rayer also had much of the parish church restored to Hayward's designs.

Rayer died in 1866 and was succeeded by his son William Carew Rayer, JP, MA. Educated at Eton and Christ Church, Oxford, he was later a Captain in the 1st Devon Militia. In 1869 he married Charlotte youngest daughter of Admiral William Bateman Dashwood, and a memorial in Holcombe Rogus parish church remembers her as a benefactor of the parish. In 1875, for example, she provided it with a school for 65 boys and girls⁹.

It was, however, neither the Ayshfords nor the Rayers who realised how best to exploit the potential of the local quarries. Here the initiative was taken by a lesser family, the Brownes of Canonsleigh, who appear in the Burlescombe registers as early as 1603, when Thomas the son of Thome [sic] Browne was baptized. In 1791 Canonsleigh was described as 'the seat of John Brown, Esq.', who lived in an eighteenth century house built amongst the ruins of the pre-Reformation Augustinian priory.

Another John Browne, perhaps the former's son, was born in Burlescombe in 1773 and later became a clergyman. By 1830 he was living in Tiverton in St Peter's Street. The east window in the south aisle of the parish church commemorates Major Thomas Browne 'of Canonsleigh' who died on Guernsey in 1845. Perhaps he was a son of Thomas and Bridget Maria Brown, though the registers do not mention him. Nine other children are ascribed to them, including Frederic Trefolgar [sic] Browne, baptized in 1806, commemorating, no doubt, Nelson's victory at Trafalgar in 1805. Another son, Leopold George Browne, born in 1816, entered Exeter College, Oxford in 1834, taking his BA in 1838 and his MA in 1842. His father, Thomas Browne, is described in the University Register as an 'armiger' and is, presumably, the T Brown named in White's 1850 *Directory* as the owner of Canonsleigh. Census returns and church registers often disagree in the early 19th century and the William Browne, born, according to the census, at Burlescombe in 1812, a Captain and Adjutant in the East Norfolk Militia, and living in 1851 at Great Yarmouth, is likely to have been the William Paynter Henning Browne, another son of Thomas and Bridget Maria Brown, and whose baptism is recorded as having taken place in 1815.

In 1873 Canonsleigh was in the possession of Colonel Barton Parker Browne a Dragoons officer living in retirement at Bath. Born in Tiverton in 1798 he was probably a son of the Revd John Browne who, as has been seen, was living at that time in Tiverton. That year, 1873, he granted the Bristol and Exeter Railway, seeing the potential of the local lime quarries, a 25 year lease to build a 3 foot gauge tramway, nearly a mile long, from Burlescombe station to Westleigh¹⁰, worked by two diminutive tank engines, and for which a wooden viaduct had to be erected. A year later the Company leased more land in Burlescombe from John Bucknell, 'gentleman' of Holcombe Rogus¹¹ and Charles Langley, a Chudleigh solicitor¹² and the tramway opened on 12th January 1875¹³. The 1878 edition of White's *Devon Directory* noted that:

A new tramway has been made for conveying the stone and lime, obtained here in large quantities, to Burlescombe station.

⁷ *Ibid.*, p.486.

⁸ *Ibid.*, p.487.

⁹ This augmented the provision made by Webber's charity in 1849.

¹⁰ WEST 10/1/8. He is surely the Capt Brown [sic] named in the 1878 edition of White's *Devon Directory*, as owning Canonsleigh: 'the farm now belongs to Capt Brown'.

¹¹ Whom the 1881 Census names as living at Holcombe Barton:

John Bucknell, 59, head, and farming 278 acres with 4 men and 2 boys. He was born at Thorn St Margaret, Somerset.

¹² WEST 2/1/3 John Bucknell of Holcombe Rogus, Co Devon, gentleman, born 1822, farmed 278 acres with 4 men and 4 boys. Charles Langley of Chudleigh, Co Devon, Esquire, was born 1805.

¹³ The line was carried over the valley on high wooden trestles and was worked by two small tank engines built by the company at its Bristol works. It was the final addition to the Bristol and Exeter Railway before its amalgamation with the Great Western Railway in 1876 and put the company in the unique position of operating three gauges on its network, 3ft, 4ft 8½ ins. and 7ft 0¼ ins.

The Great Western Railway charged 3d a ton on all the stone, ballast, and lime conveyed on the tramway, whilst 'finding the engine power and trucks' White's *Devon Directory* also mentions the Westleigh Lime & Stone Company, Limited and names N A Burt as its secretary¹⁴ and John Taylor as its local agent. The 1881 census describes Taylor, 38, as son of a Burlescombe farmer, and who lived at the Ayshford Arms and employed fifty-seven men and seven boys, as a lime merchant. We have here the beginnings of a sophisticated commercial business which was progressing beyond the several smaller quarries in the parish, such as Sparks Hill Quarry, Park Rock Quarry, Woodfield Quarry, Barge Quarry, Twine Wood Quarry, and Old Quarry appear in later documents as well established¹⁵.

The Westleigh Lime & Stone Company, Limited was originally the property of Henry Dunsford, a Tiverton banker who also seems to have had other commercial interests. In 1797 he is described as a draper and grocer and in 1810 as a lime burner and vendor, and in 1830 he appears as an attorney¹⁶. In 1788 John Dickenson, a Freeman of Tiverton and a member of the borough's corporation, entered into partnership with Dunsford and the bank was known as Dickenson and Co and in 1801 as the Tiverton & Devonshire Bank. The partnership was dissolved in 1810 and Dunsford acquired other partners. His son Henry Dunsford, junior, b.1801, joined the company in 1846 and like his father also practised as an attorney. Both the 1850 and the 1878 editions of White's *Devon Directory* note the Dunsfords as by then owning 'a great part of the parish' of Burlescombe, by which one assumes that this limeburning banker cum attorney and his son owned land locally with a high potential for quarrying.

The 1851 census for Burlescombe which included Westleigh, names some eight limeburners and three quarrymen. Mention is also made of an eleven year old kiln boy, a lime merchant, and a horse driver who may have worked at one of the quarries. By 1881 things were quite different, naming thirty-one quarrymen, but only one limeburner. There were now two lime merchants, and besides John Taylor there is Henry Russell, 63, 'farmer & lime merchant', and who appeared in the 1851 census as a mere lime burner, and for whom John Russell acted as a 'lime merchant's manager'. Russell had a depot at Burlescombe railway station. One of these merchants employed Charles Craymen, 34, as a clerk¹⁷.

Henry Dunsford, junior made his will in 1856, its provisions being mainly in favour of his widow Mary Dunsford who died in 1887 by which time Dunsford's bank had merged with Stuckeys of Bristol. The trustees of Dunsford's will were the Revd John Dickenson of Tiverton, Clerk in Holy Orders, and Dr Josiah Sidney Smith, also of Tiverton. Dickenson, second son of William Dickenson, of Tiverton, armiger entered, Queen's College, Oxford in 1849, aged 19, and later moved to St Mary Hall where he took his BA in 1853 and his MA in 1856. In 1881 he lived at Broom Hill House, Tiverton, a 'clergyman of the Church of England without Cure of Souls'. The facts that he could live as a gentleman and that his surname was Dickenson suggest the likelihood of a connection with the banking family of that name. Josiah Sidney Smith was a well qualified general practitioner. A MD of the University of St Andrews, a MRCS of England, and a LSA, he lived in Bampton Street, Tiverton.

In executing the provisions of Dunsford's will, the Westleigh Stone and Lime Company, Limited was offered for sale in August 1884 at the Rougemont Hotel, Exeter¹⁸. It consisted of parcels of land, rocks, quarries, limeworks, orchards plantations, and fourteen cottages, occupying in all forty-one acres.

Whether or not there was a sale is uncertain, for it was back on the market in August 1888. Again the auction took place at the Rougemont Hotel, Exeter¹⁹. The complexities of the history of the Westleigh quarries are implied by the Conditions of Sale to be observed by whoever purchased the property:

14 The author's attempts to identify NA Burt have failed, but several Burts lived in the Tiverton area in 1881.

15 E.g. WEST 11/1/9.

16 Margaret Dawes and CN Ward-Perkins, *Country Banks of England and Wales*, Canterbury, 2000, pp. 586-7.

17 1881 census. He was born at Bristol.

18 WEST 11/1/5 15th August 1884.

19 WEST 11/1/6 22nd August 1888. The Westleigh Stone and Lime Company, Limited. Sale Particulars. At the Rougemont Hotel, Exeter.

The title to the several Lots shall commence with the Will of Henry Dunsford, the younger, dated the 12th day of April, 1856, and he shall be deemed to have been seized in fee thereof at the date of his death. No purchaser shall require the production of, or investigate or make any objection or requisition in respect of the title prior to the date of the death of the said Henry Dunsford, the younger, whether such prior title is or is not referred to in any abstracted document.

It was the Twine Wood quarries which introduce us to Geoffrey Phayre Chamberlain who was to play a prominent part in the development of quarrying at Burlescombe. Twine Wood first appears in the Company archives in 1869²⁰ when it was in the possession, not of the Dunsfords, but of the Hellings family which also had some small claim to local distinction. In 1851 Thomas Hellings, born at Holcombe Rogus in 1776, was Town Clerk of Tiverton, where he still practised as a solicitor as did his son, 42, another Thomas. The same 1851 census names Charles Hellings, 29 and unmarried, as living in Holcombe Rogus with his mother at Timewell and farming 60 acres with the assistance of two labourers. White's Devonshire *Directory* a year earlier describes him as a maltster and mentions a kinsman, Thomas Hellings, as a farmer of Kitson [*sic*]. The *Return of Owners of Land 1873*, credits him with the ownership of some 11 acres of an estimated rental of £84. Charles Hellings died on New Year's Day 1879 and left Twine Woods to his widow Mary Hellings, now living at Culmstock, who attempted to sell the quarries to Geoffrey Chamberlain, a young man, barely 21 years of age.

At that time, 1879, in one of the two cottages at Twine Wood was living John James Matters, 32, 'Lime Stone Quarryman & Lime Breaker', his wife Elizabeth Ann, 28, and their six children, aged from 9 to 1²¹. They had a lodger, too, Luke Magford, 25, described as a portable engine driver, which implies some kind of modest mechanization had been introduced to the quarries, though the fact the quarry had a stable and a shed reflects the persistent primacy of the horse in the Victorian quarry.

Geoffrey Phayre Chamberlain came from Cheltenham where he was born in 1857, and the 1881 census identifies him there as head of the family, despite his youth, and as an Oxford undergraduate. He was the eldest child of Robert Deane Chamberlain and Georgina Phayre of Shrewsbury. The name Phayre, an exotic version of the more common surname Fair, was obviously esteemed by the Chamberlains whose Cheltenham abode bore the name Phayrecot. Geoffrey Chamberlain was educated at Christ Church, Oxford, and Foster describes his father as *armiger*. He graduated as a BA in 1882 and admitted as barrister from the Middle Temple in 1884. By 1886 he had chambers in Bristol and lived in Clifton with his younger sister Lucy. How he acquired an interest in Burlescombe's quarries is still a mystery though there may possibly be a clue in Colonel Barton Parker Browne's connection with Canonsleigh and the maiden name of Chamberlain's paternal grandmother being Catherine *Barton*. Undergraduate connections from Oxford may be another explanation.

In August 1888 the Westleigh Limestone Rocks and Quarries were again offered for sale by auction at the Rougement Hotel in Exeter in three Lots. Lot 1 consisted of 41 acres of which had already been partly quarried, and was now used as orchards and plantations, but:

about Fourteen Acres, or thereabouts, rising in some places nearly 200 feet above the road level, remain untouched, so that the supply may be fairly stated to be inexhaustible.

These fourteen acres were occupied by three quarries:

- i. Barge Quarry from which the limestone for building purposes is principally derived.
- ii. Furlong Quarry from which the Limestone for burning and for railway ballast is procured. There are Four Kilns here sunk in ground and a Stable used for horses.
- iii. Pitcher Kiln Quarry with Two Kilns sunk in ground. There are also Four Kilns now out of use which could be utilized when required.

On its plan Furlong Quarry on its plan is given an engine house and crushers. A powder magazine is in the orchard established in land reclaimed after being abandoned by quarrying Pitcher Kiln Quarry

20 WEST 2/1/4 1866-1879. Abstract of the title of Mrs Mary Hellings to Hereditaments called Twine Wood for quarries situate in the Parish of Burlescombe in the County of Devon.

²¹ 1881 census.

had an open shed to protect the quarries from the weather when they were dressing stone. It was claimed in the *Particulars of Sale* that:

The Quarries are in full working order, a large trade being carried on in Stone for Building purposes, Broken Stone for Railway Ballast, and Road Materials, and in burning Lime for ordinary use, and the Quarries being worked from the surface level of the roadway the Stone is gained at a low rate of cost.

The output last year [1887] was stated to amount to 45,000 tons of stone and broken ballast and 7,000 hogsheads of Burnt Lime. A large quantity of the ballast has been taken by the Great Western Railway Company for a great length of the line, and at the present time about 80 acres of ballast *per diem* are being taken.

Fourteen workmen's cottages, with gardens, were again included in the sale. The sporting rights of Lot 1 were leased until Lady Day 1889.

Lot 2, *Vere's Cottage*, was in the village of Westleigh, and the village pump was within its curtilage. Thus the Vendors did not

guarantee the exclusive use of the Pump situate on this lot, and the lot is sold subject to any common rights of user, or liability to repair that may be existing in respect of such pump.

The property was occupied by John Taylor for which he paid £2 10 a year rent Lot 3, *Rocknell Cottage*, on the road to Tiverton, was also occupied by John Taylor and for which he paid annual rent of £3 15s.

These cottages were used to house Taylor's quarry workers and were in multiple occupancy. Rockwell Cottage, for example, in 1881 accommodating five quarrymen, two of whom were lodgers from Gloucestershire, and a servant, presided over by widow whose occupation is described as that of charlady.

The three quarries and six of the fourteen workmen's cottages in Lot 1 had been leased to James Cresswell Wall, Esq. of Bristol since Christmas Day 1874 for a term of 14 years, which was therefore soon to expire, *ie* on the 25th December, 1888. The annual rent was £1,000. The remaining eight cottages were let, with other properties, to Mr John Taylor, as a yearly tenant, under an agreement made in March, 1882, for a rent of £24 15s.

It was Thomas Wall who in 1873 negotiated the lease of land to build the Westleigh tramway. Since 1870 he had been General Manager of the Bristol and Exeter Railway Company which he had left in 1855 to become agent and contractor for the management of the company's goods and parcel traffic. He remained with the company until its amalgamation with the Great Western in August 1876. Whilst working for the Bristol and Exeter he continued with various commercial activities of his own, these included quarrying at Westleigh and a parcel delivery service which at its peak had in Bristol sixteen agencies.

According to Mr. Wall's lease, which he did not renew when it lapsed in 1888:

all quarried stone, lime, lime ashes and culm, which shall remain on the demised premises at the end or other sooner determination of the term, and also all rails laid down by the lessee in or upon the said premises shall, upon such expiration or other sooner determination of the term, become the absolute property of the lessors and be left by the lessee upon the said premises accordingly, the lessors paying for such quarried stone, lime, lime ashes, culm and rails at such a price or prices as may be agreed upon, or failing agreement, shall be settled by arbitration. And that it shall be lawful for the lessee on the expiration or other sooner determination of the term to take down, remove and dispose of for his benefit all engines, machinery, erections and buildings set up and used by him in or about the demised premises during the term and then standing or being thereupon, unless the lessors should be desirous of purchasing the same or any part thereof, at prices to be agreed upon or settled as aforesaid, and of such desire should give to the lessee notice in writing three calendar months at least before the expiration: or other sooner determination of the said term.

Thus, whoever bought the quarries had the option of either working them as they stood or of letting them out 'under advantageous circumstances'. There was another advantage, too. By design or

accident, on the same day and at the same place as the Westleigh quarries were to be auctioned so too would the Twine Wood quarries belonging to Mrs Mary Hellings, be once again put up for auction, the 1879 initiative seeming to have come to nothing. The two properties could be readily worked in conjunction, since the same tramway could easily be made available for them both. Thereby:

the purchaser of Lot 1 will have the opportunity of greatly enhancing the value of his Property by purchasing *Twine Wood* at the same time.

The 1879 initiative seems to have come to nothing which was why Mary Hellings again offered the Twine Wood quarries for auction in 1888²². By now Geoffrey Chamberlain was living in Chelsea at 39 Oakley Street and his bid of £675 was successful, but the subsequent legal niceties were protracted, documents were mislaid and Mary Hellings found herself moved to complain about the exceedingly high professional fees charged by Messrs Hole Dayman & Fisher, her Tiverton solicitors²³.

Chamberlain purchased the Westleigh quarries for £9,000 on the same day. His associate, at least with the Westleigh transaction, was Robert Henry Taylor, described in 1878 by the omniscient William White, as a banker of Dunsford and Co, whose Tiverton home was in Fore Street. Unmarried, looked after by a manservant and his wife, he was still living, though in retirement, in Tiverton in 1901. His rank in the hierarchy of 19th century bankers seems to have been modest, and his name does not appear in Dawes and Ward-Perkins's list of banking partners²⁴.

Later in 1888, Chamberlain mortgaged the Westleigh Stone and Lime Company, Limited to Ambrose Brewin Fisher and his brother, Arthur Fisher. They were the sons of Stephen Fisher of Tiverton, a clerk in one of the town's lace factories. Ambrose Berwin Fisher, Stephen Fisher's eldest son, entered Balliol College in 1868, aged 18, as an exhibitioner, taking his degree in 1872. By the time he became one of Chamberlain's mortgagors he had been an HMI in the north of England for some years. Arthur Fisher was ten years younger than his brother and became a Tiverton solicitor in the partnership of Hole, Dayman, and Fisher which so irritated Mary Hellings in 1884. It perhaps surprises no one to learn that the firm was originally known as *Dunsford, Hole, and Dayman*.

Chamberlain did not have a monopoly of quarrying at Burlescombe and in December 1890 'John Taylor, of Burlescombe, Lime Merchant' mortgaged to Henry Russell 'of Holcombe Rogus, Gentleman' for three hundred pounds and interest, 'two lime kilns and quarries of Lime and Building Stone which with other hereditaments not herein comprised are called or known by the name *Rocknell Green*. . . . at Westleigh in the parish of Burlescombe formerly in the occupation of William Scott, and now of the said John Taylor and secondly all that piece or parcel of land known as Little Orchard or Crossway Orchard also that piece or parcel of land situate near to the said Orchard and known as Nolland's Nursery also to Henry Russell.

This Henry Russell 'of Holcombe Rogus, gentleman' is the Henry Russell of Whipcott in the parish of Holcombe Rogus described in the 1881 census returns as a 'farmer and lime merchant'. To be engaged in harvesting limestone by 1890 had become the occupation of a gentleman, at least in Devonshire.

William Scott, born in 1816 at Burlescombe, in 1890 was the tenant farmer of Rocknell Green. His son Robert still lived at home and worked as a 'stationary engine man' which probably means he used a stationery traction engine for stone crushing, a not uncommon practice at this time, and that his father augmented his living by working Rocknell's limestone. But by 1901 Robert had forsaken quarrying, appearing as a tramcar cleaner at Accrington in Lancashire by way of Guernsey, and since at least 1893 Rocknell was leased and worked by John Gush, 39, a native of Combe St Nicholas in Somerset.

Further changes were afoot and in October 1892 there came on the market the Whipcott Farm, Limestone Rocks and Quarries, the home of Henry Russell. The auction took place at the

²² WEST 2/1/2.

²³ WEST 2/1/20.

²⁴ Margaret Dawes & CN Ward-Perkins, *Country Banks of England and Wales*, London, 2000.

Palmerston Hotel, Tiverton²⁵. The *Sale Particulars* described the property, Lot 1 in the sale, as occupying some 39 acres

of excellent pasture, Watered Meadow and Arable Lands with a good Farm House, which has a Licence to sell Cider on the premises and Buildings, a Cottage and Smith's Shop adjoining the road leading from Westleigh to Wellington, and situate in the parish of Holcombe Rogus in the County of Devon. Together with the valuable Lime-stone Rocks, Quarries and Kilns thereon, and the Tramway leading to the Grand Western Canal.

The Property is situate about 1½ miles from Burlescombe Station on the Great Western Railway and within a short distance of the Canal, by which Stone and Lime are conveyed to Tiverton. About 11 acres of Land are unquarried, rising to about 100 feet above the level of the road and forming a practically inexhaustible supply of Stone and Lime. The Quarries and Kilns are in good working order, and a large business had been and still continues to be done in Building for Building and Road purposes, and in Burnt Lime for Agricultural and ordinary use.

The Stone is pronounced by competent judges to be the best that can be obtained. The average out-put for the past three years has been about 7,142 Tons of Stone and 10,620 Hogsheads of Burnt Lime, of which a large quantity is sent to Tiverton by boats and barges which belong to the Vendor, and these will be included in the Sale.

Commercially Whipcott was obviously, as they say, 'ripe for development' for which an important asset would be Lot 2, being a piece of land which

adjoins the Grand Western Canal, and the road leading from Sampford Peverell to Westleigh, and would form a convenient Depôt for Stone and Lime brought from the Westleigh Quarries.

An additional inducement to buy was the offer of convenient terms:

A Portion of the Purchase Money may remain on Mortgage if desired. The property is let on Lease to Messrs Russell, for a term which will expire on the 1st day of January, 1893.

Who was Whipcott's anonymous vendor in 1892? There is a clue in the Conditions of Sale:

6. The Title shall commence as to Lot 1 with an Indenture of Conveyance dated the 4th day of November, 1845, and made between Peter Frederick Bluett and Caroline, his wife, of the 1st part, James Talbot of the 2nd part, and John Hewett, the younger, of the 3rd part.

In 1845 Peter Frederick Bluett was Holcombe Rogus's Lord of the Manor, 'a landed Proprietor' as the 1851 census put it. James Talbot, of Pear Close, Holcombe was a lime merchant, and John Hewett of Barrington Street, Tiverton was a Master Maltster. Bluett, it will be recollected, sold the Holcombe estate in 1858 to the Revd William Rayer who was succeeded by his son William Carew Rayer in 1866. Significantly, he died on 11th January 1892 and his grieving widow erected a memorial window to him in the parish church and, it would seem, sold the quarries at Whipcott farm and the associated boats and barges.

The new owner of Whipcott was John Taylor, who had mortgaged Rockwell to Henry Russell in 1890. But he did not enjoy his ownership for long and by October 1892 Frances Taylor was a widow and had sold Whipcott and its new owner had leased it to George Braddick, 'lime burner and manufacturer'²⁶. The Braddicks were an established local family, George came from nearby Uffculme and William Braddick farmed at Redball in the parish of Burlescombe.

There was a great demand for Westleigh's 'inexhaustible supply of blue lias lime and stone', which was used for macadam and paving sets, and in 1897 Chamberlain who had 'for sometime then past carried on the business of a Stone and Lime merchant at Burlescombe under the style of the Westleigh Stone and Lime Company' amalgamated with his principal rival David Henry Russell who had 'for some time carried on the business of a Stone and Lime Merchant at Burlescombe under the style of DH Russell'. Thereby

the formation took place of a company limited by shares for the purpose amongst other things of acquiring carrying on and working this business of GP Chamberlain and DH Russell.

²⁵ WEST 10/1/9.

²⁶ *Kelly's Devon Directory*, 1893.

Chamberlain and Russell were joined by Cyril Chester Master of Cirencester, a young man of 22. The new company, besides acquiring the 41 acres and the quarries at Westleigh, also now owned the Twine Wood, Rocknell Green, and Whipcott quarries. These with their 'Plant, Wagons, Stock, Book debt less Liabilities as per contract dated 20th July 1897' were purchased for. £12, 465 19 3, for which a mortgage of £6000 was raised with Stuckleys Banking Company, successors to Dunsford and Company. Chamberlain acquired 9219 shares for £6799 0 3, Russell and Chester Master had 3842 shares each for which they both paid £2833 9 6²⁷.

Debentures were also issued and Cyril Chester Master's father, Thomas William Chester Master, 1841-1914, of Knole Park, Almonsbury, was a trustee. His mother was the eldest daughter of Sir George Cornwall, Bart, of Moccas Court in Herefordshire and so was a cousin of Sir George Cornwall Lewis, Bart, the mid-Victorian scholar and statesman.

After Harrow, he entered Christ Church, Oxford in 1860 and seems not to have taken his degree. In 1866 he married Georgina Emily, the fifth daughter of John Etherington Welch Rolls, of Monmouth; and whose nephew was the aviator and mechanical engineer, Charles Stewart Rolls. He was Conservative MP for Cirencester 1878-85, briefly 1902-3 a Colonel in the North Gloucester Militia, and a JP. Another trustee was Robert Henry Kinchant, born in Shropshire in 1837 at Llanfair Waterdine, where his father was for many years the vicar. He himself was educated at Corpus Christi College, Oxford where he matriculated in 1855 and took his degree in 1859. In 1881 he was Chief Constable of Warwickshire.

In June 1898, the Great Western Railway's lease on the tramway expired and it was decided to replace the tramway with a standard gauge branch, the main line at Burlescombe having been changed from Brunel's preferred broad gauge to standard gauge in 1891-2. In anticipation of this development Chamberlain in February that year leased land for a siding at Burlescombe station from William Ayshford Sanford of Nynhead Court, Somerset, and his eldest son Edward. Land was also purchased whereon to build the new standard gauge line to the quarries. This involved the construction of high embankments and a steel girder bridge across the Grand Western Canal²⁸.

A second hand locomotive called *Cantref* was purchased 'with brakes, lamps, tools & fittings' for £775 0 0, and its carriage from Newport to Burlescombe by the GWR cost £13 11 3. Its 'wheels which required renewal when loco was bought' cost a further £60 0 0. Until a new engine shed was built, the GWR charged £8 7 6 for *Cantref's* stabling. The new engine shed and water pump cost £325 0 0. A new shed for wagon repairs was also built in stone, ten railway wagons were acquired for £410 14 4, and thirty more wagons were bought by hire purchase for £775 0 0, paid for by 20 quarterly instalments. By 1907 the company owned 40 wagons and only had 10 on hire purchase. An old crusher was sold for £55, an old Portable Engine was sold £20, and a horse for £22 10 0. A new replacement crusher cost £292 11 6 and a new horse £16 10 0.

Westleigh's growing productivity is reflected in its explosives bill: £33 10 2 in 1899 and £46 16 4 in 1905 and the Trade Account for the year ended June 30th 1906 discloses that the bill for:

Wages £4,285 9 11
Coal £783 14 2
Oils £44 9 7
Stables £226 14 10²⁹
Accident claims £16 8 2
Interest on Mortgage £258 15

²⁷WEST 7/2/1.

²⁸ WEST 7/2/1: the bridge girders cost £135 2 4 and the nuts and bolts for its construction cost £28 4 0. The hire of rails was £21 3 6 and payments for the purchase of land were made to Benjamin John Bucknell of Holcombe Rogus son of John Burcknell of the 1873 tramway transaction [£400 0 0], William Ayshford Sandford, of Nynhead, Somerset [£60 0 0], and Charles Robert Barton Browne, of Burnham on Crouch, Essex, son of Colonel Barton Parker Browne also of the 1873 tramway transaction [£915 0 0].

²⁹ For fodder and blacksmith's work.

Sales by rail amounted to £11,178 15 4 and local sales came to £886 6 10 which enabled the company to pay its three shareholders a 12% dividend of £1,495 18 4. Alert auditing also revealed 'undiscovered errors 4s 6d'.³⁰

Chamberlain seems to have fulfilled the role of a commercial manager for the Westleigh Stone and Lime Company, though whether it was a role for which he was particularly suited is a different matter. On 28th February 1900 Chamberlain wrote to the Clerk of Langport Rural District Council sending him in answer to his request, a price list of the stone available from Westleigh quarry. The Clerk was Edward Louch, b. 1858, a Yeovil solicitor, and receiving no reply, Chamberlain wrote again, on April 11th:

On the 28th February I wrote to you giving you a list of prices of stone as requested. I have had no reply nor acknowledgement of that letter. I shall be glad to hear from you if it is the intention of your Board to order Roadstone of my Company this season.
Yours faithfully,
GP Chamberlain³¹

Still with no reply, Chamberlain, unwilling to lose a potential customer, on 24th April 1900 wrote to the Chairman of Langport Rural District Council, Major Frederick Pinney, JP, at Somerton Grange, Langport, with a copy of his correspondence with the Clerk:

I should like to say first that your Clerk does not seem to treat my firm with ordinary business promptitude & civility, & secondly he certainly lays himself open to the suspicion that he is endeavouring to serve some other end than the interest of your Board.
I am
Yours faithfully
GP Chamberlain³².

Major Pinney, 66, replied promptly on 27th April:

Dear Sir,
I beg to acknowledge the receipt of your letter of the 24th inst. which has my attention & shall be laid before the Langport District Council's Highway Committee.
I remain Dear Sir,
Yours very truly,
Fred W Pinney³³

On 9th May Chamberlain heard from Edward Louch. The sting was in the tail:

Your letter of the 24th April addressed to the Council's Chairman, Major Pinney, came before a Committee of the Council yesterday and was then handed to me. In reply, in so far as it affects myself, I beg to express my regret that my letter of the 11th of same month therein referred to should, by an accidental omission on my part, have remained unanswered, and for this I tender you my apologies. Your previous letter of the 28th February being merely a confirmation of what you had stated in your interview with the Council, did not in my opinion call for any formal acknowledgement. For your information I beg to state that acting on a suggestion emanating from myself the Council have decided to take 100 tons of material from your firm for the purpose of testing its suitability, and the order for this will be sent you when applied for by the Surveyor.

With reference to the concluding paragraph of your letter I would remark that your zeal to find fresh markets for your goods does not justify you in writing what I regard as a serious libel on a professional man, who is entitled to be considered (until the contrary is proved) as upright and worthy as yourself. The matter has therefore been placed in the hands of my Solicitor³⁴.

The Clerk's solicitor was Mr J Trevor-Davies, who besides having an office in Yeovil, was sufficiently prosperous to announce on his writing paper that he also had an office at 51 & 52 Carey Street, Lincolns Inn, London. He wrote to Chamberlain on 12th May, having received an apology

³⁰ WEST 7/2/1.

³¹ WEST 8/1/6

³² *Ibid.*

³³ *Ibid.*.

³⁴ *Ibid.*.

from Chamberlain. It was however thought to be insufficient and Chamberlain was informed he would the text of an adequate apology in due course:

Mr Louch has handed to me your letter to him of the 10th instant.
A libel so vindictive & so gross as that which you thought proper to write cannot be cured by a mere expression of regret & apology. My client insists on your signing a formal apology which will be submitted to you, and also on your paying the sum of £25 in his name to the Yeovil Hospital, & £2:2/- my costs in the matter, and unless I hear from you in the course of a few posts that you are willing to accept these terms, I must ask you for the name of your Solicitors to whom I can send process³⁵.

Chamberlain now handed over the matter to his solicitors, Messrs Dayman and Fisher of Tiverton, who attempted an unsuccessful rearguard action which was soon repulsed by Mr Trevor-Davies, on behalf of Mr Louch. The letter enclosed the text of the required apology:

I am in receipt of your letter of the 14th inst. and have consulted my client thereon.
I cannot agree with you that he gave your client any ground for misapprehension or suspicion through his omission (whether intended or otherwise) to acknowledge receipt of your client's letter, and it seems to me that the references to this point in your letter only add to the injury. The libel is as bad as it can be. However my client is prepared to accept a written apology by your client in the form enclosed which my client shall be at liberty to publish as the circumstances of the case may require and so end the matter, provided your client pays £2 2s 0d my costs, otherwise my instructions are to issue a Writ in the course of next week.
Please let me hear from you with apology by Wednesday or Thursday next³⁶.

Chamberlain, advised no doubt by his solicitors, accepted the grovelling terms of apology required by Edward Louch:

To Edward Q. Louch Esq
Dear Sir,
I frankly acknowledge that in my letter of the 24th April last, addressed to FW Pinney, Esq., Chairman of the Langport Rural District Council, I made use of expressions constituting a very serious attack upon your integrity in the Office of Clerk to the Council, and calculated to do you a grievous wrong both in the eyes of your Council and the Public. I further acknowledge that the imputation conveyed in the observations in question was entirely unjustifiable and unfounded and I therefore most unreservedly retract and withdraw the words so used and tender you my humble apologies and this expression of sincere regret for the pain and annoyance which they have caused you.
You are at liberty to give this letter full publicity³⁷.

The matter was closed on 9th June 1900 with a latter to Messrs Dayman and Fisher from Mr J Trevor-Davies:

I duly received your letter enclosing signed apology by your client (with which my client is now satisfied) and also cheque for £2 2s 0d my charges, for which I am obliged³⁸.

It was not long, however, before more serious issues than the acknowledgement of a libel beset Chamberlain and the Westleigh Stone and Lime Company. There was a fatal accident.

Accidents, of course, occurred in earlier days, but without accident books, and factory inspectors, and with little protective legislation, they come to one's attention only by chance. Such was the case in 1924 when mention was made by two court witnesses of a fatal accident at Westleigh in 1863. Samuel Harper, an old man of 85³⁹, recollected in 1924 that he had 'he worked at Westleigh Quarries from when he was 19 until he was 60' and that:

³⁵ *Ibid.*

³⁶ *Ibid.*

³⁷ *Ibid.*

³⁸ *Ibid.*

³⁹ Samuel Harper was born in 1842 at Burllescombe. In 1851, aged 9, he was an errand boy and his mother was a widow. In 1881 he was recorded as a limestone quarryman, married, and living at Shrubbery Cottage, Burllescombe. His son Mark, born in 1864, was in 1881 a quarry stone breaker. In 1901 Mark Harper was a limestone quarry man and his father was a lime burner living at Bampton.

About 61 years ago [ie 1863] a man named Baker was killed by stones falling on him when he was working on the land in dispute: Baker worked for Mr Taylor, the tenant of the quarries before Mr Wall.

Harper's memory was supported by that of James Russell, of Holcombe Rogus; aged 79, who said he had known Fencott Rocks all his life. He might have been nine or ten years of age when he went there to work first and he remembered a man named Isaac Baker being killed at the spot, 'handy the pillar', and then the quarrying there stopped. He did not know who Baker was working for, but thought it was for Taylor or Dunsford.

In August 1900, however, there occurred at Westleigh a fatal accident, the circumstances and repercussions of which are exceptionally well documented in the Company archives at Bardon. They reflect the growing importance of the typewriter and the telegram in office procedure. The typewriter had become ubiquitous since its introduction in 1874 and brought about the displacement of the male office clerk, with his laborious longhand and saw his replacement by the female typist and secretary. At the same time the telegram was used for swift brief communication, not only between Westleigh and London, but also for urgent local messages between lawyers in Tiverton and Taunton⁴⁰. Lastly local newspapers like the *Tiverton Gazette* and the *Devon and Somerset Weekly News* carried reports of accidents, coroner's inquests, and the proceedings at County and Magistrates Courts. These journals also carried relevant advertisement and public notices.

On 30th August 1900 Francis John Drew who lived with his wife Elizabeth Mary at Redball, Holcombe Rogus, was crushed to death under a fall of earth. Drew, aged 35, worked with his brother in the quarry, and had ten or twelve years experience behind him as a quarryman. He had also worked on the railway. An inquest was held at Wellington's *Squirrel Hotel* by the divisional coroner Mr T Foster Barham and the proceedings were reported in *The Tiverton Gazette* of 11th September, 1900:

From the evidence given it appeared that deceased and a man named Twose were working on a plank about 12ft to 15ft from the ground drilling a hole for blasting. A quantity of loose material, estimated about two tons, fell from about 8ft above the men. It caught deceased at the end of the plank and broke both the upright and the plank. At the Hospital it was found that deceased had a compound fracture of the left leg and that several of his ribs were broken. He died the next day [in Wellington Cottage Hospital]. The jury returned a verdict of Accidental death, and added a recommendation that the removal of overhanging material should not be included in the price per ton paid to men on piece-work for quarrying stone.

The local Inspector of Mines was informed of events and as a result of his inspection a prosecution ensued, duly reported in the *Devon and Somerset Weekly News* on 1st November 1900.

At Cullompton Petty Sessions on Monday the Westleigh Lime and Stone Company were summoned at the instance of the Treasury, under the Quarries Act 1894, for failing to comply with Special Rule 1, which provides that the sides, top, and overburden of a quarry shall be worked in such a way as to prevent dangerous falls. Mr Parry, of Bristol, prosecuted on behalf of the Treasury; Mr JP Chamberlain, one of the directors, represented the defendant company; a Mr Robinson, of Bristol watched the case on behalf of the Norwich and London Insurance Company⁴¹. The case arose out of an accident which occurred at the quarry on the 30th of August last, as the result of which a ganger named Drew lost his life. This was in due course reported to the Inspector of Mines for the district, Mr. Martin, of Bristol, who, after inspecting the quarry, came to the conclusion that the special rule above referred to had not been complied with, he having found that the rock had been worked away from under the overburden, part of which in consequence fell on Drew, and caused his death. Mr Martin said he was informed that Drew had worked two feet under the overburden. If the rules had been observed Drew would have been visited and stopped. Wm. Ball, foreman of the quarry, said that directly over where the men were working at the time of the accident there was 18 or 15 inches of earth overhanging. Mr Chamberlain submitted that the company took all reasonable care to observe the rules. In this case the work was paid by piece and the men were paid 30 or 40 per cent higher wages upon condition that they removed the top soil before blasting the rock. Mr. Parry said extra paid had nothing whatever to do with the question. The Bench had simply to decide

⁴⁰ 82 million telegrams are sent in the United Kingdom in 1913.

⁴¹ With whom the Westleigh Stone & Lime Co, Ltd was insured.

whether the overburden was dangerous or not. The Magistrates were of opinion that there had been a breach of the rule and fined the Company £10 and costs.

David Henry Russell, another of the directors, was charged as the agent of the company with a breach of the same rule. Mr Parry asked for a nominal fine; and the Bench fixed the penalty at 1s. and 7/6 costs. Two other charges of alleged breach of other rules were withdrawn⁴².

Drew's widow probably took little comfort from the £10 fine with costs and her solicitors referred her to the recent Workmen's Compensation Act of 1897, and on 17th September 1900 Messrs Burrow Son and Miller of Cullompton wrote to the Westleigh Lime and Stone Company, Limited.

Sirs,

We are instructed by Mrs Elizabeth Mary Drew the widow of Francis John Drew of Red Ball Holcombe Rogus to give you formal notice pursuant to the Workmen's Compensation Act preparatory to her taking proceedings against you thereunder for compensation, that her said husband was killed whilst working in your employment as a Quarryman at Westleigh Burescombe through a fall of earth crushing him on 30th August 1900. The amount claimed is £156.

The amount claimed was calculated to be £156 as representing 156 times his average weekly wage over the three years of his employment by the quarry⁴³. Chamberlain, a barrister himself, it will be remembered, turned to Messrs Dayman and Fisher who gave notice that the claim would be resisted on the grounds that:

1. Francis John Drew deceased, the late husband of the Applicant, was a Contractor with the Respondent Company and not a workman of the said Company within the meaning of the Act.
2. In the alternative if the said Francis John Drew was a workman of the said Company within the meaning of the said Act:

The injury to the said Francis John Drew was not caused by an accident arising out of and in the course of his employment, but is attributable to the serious and wilful misconduct of the said John Francis Drew by infringing numbers 1 and 2 of the said Company's Rules of which he had been duly informed by the said Company and of which the following is a copy:

'The following rules shall be observed as far as is reasonably practicable at this quarry:
The safety of the quarry.

1. The sides, tops, or overburden of the quarry should be worked and maintained, so as to prevent dangerous falls.
2. The overburden or 'tops' of the quarry, and all loose ground or material, shall be cleared far enough back of the edge of the quarry to prevent danger to the persons employed'.

The period of employment of the said Francis John Drew was less than three years next proceeding the said injury and the sum of £156 claimed by the Applicant is more than 156 times his average weekly earnings during the period of his actual employment by the Company⁴⁴.

Chamberlain tarried and his procrastination was trying the patience of Mrs Drew's solicitors and on the 24th September 1900 they warned him:

Referring to our Notice dated the 17th inst. As to the death of Francis John Drew, we have not yet filed the request for Arbitration and we shall be glad to hear from you by return of post whether you are prepared to pay what is claimed.

Chamberlain's lawyers replied on the 25th of September that they were seeking the advice of their client's insurers and replied with a measure of impatience:

We duly received your letter of the 25th inst. As we have not heard from the Co you mention we have today filed the request for Arbitration.

A month later Chamberlain received a letter by registered post:

We enclose Notices to produce & to admit facts, the receipt of which please acknowledge.

Chamberlain now sought support of the Norwich & London Accident Insurance Company, with whom the quarry was insured. They referred the matter to their Bristol lawyers, Messrs

⁴² WEST 6/1/16

⁴³ WEST 6/1/6

⁴⁴ WEST 6/1/1

Wansborough Dickinson and Tayler of Lion Chambers in Bristol's Broad Street who wrote to Chamberlain 27th October 1900:

The Norwich & London Accident Insurance Company have consulted us in reference to this matter and our Mr Robinson intends to come down to Collumpton on Monday morning by the train arriving there at 10.4. He desires to take the full evidence as to the accident which resulted in the death of the deceased and we shall be glad if you will arrange to meet him at Collumpton Station on the arrival of the train. We should like to see Mr Chamberlain, Twose, the Quarryman who was working with the deceased at the time of the accident, and Wall your foreman. Please also let us see the special rules under the Quarries Act.

Mr Robinson took statements from William Ball, 31, the quarry foreman⁴⁵, David Henry Russell, who though he was a director of the company seems to have been in reality the quarry manager, and John Twose, 54, an illiterate quarryman in Drew's gang⁴⁶. Ball's statement detailed the quarry's complex system of payment and conditions of employment, which Chamberlain hoped to rely upon in the company's defence. Ball also spoke warmly of Drew as a workman:

I was engaged 31st October 1898. I check all weights and workmen's time and receive all stone from the gangs working in the quarries. The gangers and the working foreman do all working supervision. At the time of accident there were two gangs working day work, each under a foreman and five gangs doing piece work. Each piece work gang had its own ganger who took their money. I do not know how each ganger divided it up. They would take a piece of rock and would work that at so much a ton. Some gangs worked as low as 6½d a ton. Drew's gang was paid 9d at the time of his death because the rubble headway was deeper where they were working. I paid Drew weekly. I produce the wage sheets and a statement I have made therefrom. He was employed day work from 14th February to 25th May 1899 at 3/-, then he contracted with the Company at so much a ton, I think 7d with three others. Condict Twose and his brother, until October 18th following when he went on day work again. He did this because the heading had grown so thick that he would not undertake it piece-work. He was then paid 2/10 per day until March 15th of the following year when he again contracted at 8d to 9d a ton, working with Condict (who left shortly after) Twose and Wright and he was so working when he met his death in August last. The only difference between piece and day workmen as regards materials is that the piece workmen find their own powder for blasting. During the whole time of his employment from February 14th 1899 I have known Drew. He was a very respectable steady man of long experience who was quite competent to take a day work gang and as good as any foreman. He could read and write. He would not require any more supervision than the foremen themselves. He had a copy of the Rules for working the Quarry. I know this to be the case because some time ago I asked all the gangers and foremen, including Drew. He said he had a copy in his box. It would be the copy produced, which is in the handwriting of my predecessor Percy Yeates. When I found a gang without a copy I issued one in the same way. I saw the place of the accident about an hour before it happened. I noticed the rubble overhung about 15 inches. I was passing to the Office. I afterwards heard of the accident⁴⁷.

Russell's evidence was damning inasmuch as he spoke of his three day's absence at the time of the accident without there being a deputy in charge, a point the insurance company later took up.

I am one of the working Directors of the Company. I take the outside work chiefly. I have been engaged in Quarry work all my life and my father before me at Westleigh and Whipcott adjoining. I confirm William Ball's evidence as to arrangement of work in the quarry. We should not let piece work except to those we thought competent to do it. The deceased man was as good a foreman as I could get. I would as soon put him in charge of a gang as any man on the quarry. I had known him from a boy and has worked in the quarries at least 10 or 12 years. He was a competent quarryman, well aware of the dangers involved. The Company ordered all the working gangs day and piece work to be supplied with a copy of the Rules and Percy Yeates, Wm Ball's predecessor, did so issue them. The Company rely on the foremen and gangers to see the Rules observed. The foremen are chosen accordingly. I generally go around the quarry two or three in the day. If I saw anything wrong I would call the attention to it of the ganger as a rule. The accident in this case happened on a Thursday morning when I was absent. Before I reached the quarry that morning I had been away on business that previous Tuesday and

⁴⁵ Though *Kelly's Devon Directory*, 1893 describes William Ball as 'quarry foreman to the Westleigh Stone & Lime Co Ltd' the description given him in the 1901 census as a 'collector and time keeper' would have been thought more appropriate by Mr Robinson.

⁴⁶ The accident seems to have cured his taste for quarrying and the 1901 gives him as a mason's labourer living in Tiverton.

⁴⁷ WEST 6/1/16.

Wednesday. They had just started the piecework on the Monday when I was last at the quarry. I regard the piece work men as under the orders and disposition of the Company but we should leave them to work their own way subject to the rules with which we had provided them. The overburden when I saw it on the morning of the accident afterwards was about 15 ins. to 2 ft, but the part that had come down was from underneath and so increased the depth of the overburden. I have no knowledge of the means or relationship of the applicant to deceased. The applicant was a cook and is once more pursuing her old employment⁴⁸.

John Twose's evidence poses the question as which of the two men, Drew and Twose, is the more typical quarryman of the period. Certainly Twose regarded Drew as a superior being for whom he had great respect and was aware of his better education. Ball witnessed Twose's mark as being his.

I am a working quarryman at Westleigh Quarries. I worked with Frank Drew and Levi Wright on piece work there. I formerly worked with Drew for Mr Relf on the line and came off that with him to work piece work at the quarry. Levi Wright joined afterwards last summer. At first Drew's brother work with him and I and Condick. Drew used to keep the Accounts and take the money. He was the oldest. We worked where he thought best. We used to go to him for his views. He read the book of rules to us, I think, all through one dinner time. I have seen him refer to it many times, perhaps half a dozen. He has read it to me several times. It was kept in our box. I have heard the first two rules read. He would generally go up to see that the overburden was right. Sometimes one or other of us would. He generally did. He went up the morning of the accident. I saw him on the top. None of us thought the piece overhanging was enough to talk of. I knew from the rules that top must not overhang⁴⁹.

On Mr Robinson's return to Bristol, Messrs Wansbrough, Dickindon, Robinson, and Tayler, the Norwich & London Accident Insurance Company's Bristol solicitors, having read the Westleigh statements, lost little time in warning Chamberlain of his very vulnerable position in law:

We have reported to the Insurance Company the result of our investigations in this case and have advised them that in our opinion you did not observe clause 2 of the Policy inasmuch as you did not take all reasonable precautions to prevent accidents and that as regards clause 3 Drew was employed contrary to the provisions of the Quarries Act and the regulations made thereunder and that therefore the indemnity given by the Insurance Company is not one which is enforceable against them.

It is not necessary for us to enter into details but it seems to us that several of the rules made in pursuance of the provisions of the Quarries Act were not observed by you and that in the case of piece workers there was practically little or no supervision by you.

We understand from Mr Riseley⁵⁰ that he is writing to you upon the subject but we think it only right to return to you at once the summons and other papers in connection with this matter in order that you may see your Solicitors first thing tomorrow morning and file the notice required by the summons as to whether you admit or deny the allegations made by the Widow of the deceased man. The summons says that the defence must be served five clear days before the 12th November, this however is a mistake; the new rules provide that the defence must be delivered to the Court ten clear days before the return day; So that tomorrow is the last day. You will therefore see that it is absolutely essential that you should consult your Solicitors upon the matter tomorrow and take their advice as to the course to adopt. We wired you to-day as follows:- 'Drew deceased. Letter in post which will require prompt attention tomorrow morning. The papers we send you are set out in the List enclosed⁵¹.

Mr Risely, the local secretary of the Norwich & London Accident Insurance Association, did indeed soon write to Chamberlain:

With reference to this case our Solicitors, Messrs. Wansbrough & Co. are to-day writing you and asking you to proceed with the Arbitration as if you were uninsured. My Directors consider that there is no responsibility under their Policy, and I shall be glad if you will proceed exactly as if you were not insured at all, and make the best settlement possible, and then I will see what I can do with my Directors to meet you. I trust this arrangement will meet with your approval⁵².

⁴⁸ *Ibid.*

⁴⁹ WEST 6/1/13

⁵⁰ The insurance company's local secretary.

⁵¹ 30th October 1900.

⁵² 31st October 1900.

It was at this stage that Chamberlain and his advisers decided that some kind of strategic withdrawal was called for. Mrs Drew wanted £156 and Chamberlain now offered her £125. Messrs Dayman and Fisher informed Messrs Burrow, Son, and Miller of the offer, whilst bringing up a point of law to justify their position. Their letter was given short shrift:

We may point out that the case of Rumbold v. Nunnery Colliery Co. to which you referred us does not appear to be fully reported in your text book. The Law Times Report states in addition to taking the bar and props down because could not get by '*and instead thereof they put up a prop directly under the stone to support it*'. The trucks could then be got by, but the stone fell; ie the workman was carrying out his work with care and in his master's interests. The County Court Judge refused to allow any misconduct especially as there is nothing in this case to show the workmen knew anything of the Coal Mine Rules of working. The Supreme Court refused to allow the appeal not on the merits of the case but merely that no appeal lay on a question of fact, which they held the question of misconduct to be.

In our case the deceased knew the rules well, deliberately broke them, not in the interests of the Company in any way nor in the course of his employment, and endangered the Lives of all in his gang and unfortunately lost his own. Where is the analogy?

Mrs Drew's solicitors concluded their letter with the threat unless Chamberlain met her requirements, ie £156, by return of post they would brief counsel immediately. To reinforce the sincerity of their threat, Messrs Burrow, Son and Miller sent Messrs Dayman and Fisher a telegram the same day:

To Dayman and Fisher. Unless matter settled today shall deliver briefs etc tonight. Burrows⁵³.

At the same time as they wrote to Mrs Drew's lawyers, Dayman and Fisher telegraphed Risely of the insurance company:

Westleigh Company have offered £125 in discharge Drew's claim, will probably be refused, do you advise increased offer or fight, wire.

Risely replied, also by telegram:

Take best settlement you can as if you were uninsured⁵⁴.

He also wrote to Chamberlain re-iterating his advice:

I have your telegram..... and replied as follows 'Take best settlement you can as if you were uninsured' which I confirm. I thought the matter out carefully before I telegraphed you and am of opinion this is the best course to pursue.

This lead Dayman and Fisher to lose no time in engaging counsel to defend Chamberlain, and on 8th November 1900 Messrs Ley Lake and Ley of 61 Carey Street, Lincolns Inn, London WC informed Messrs Dayman and Fisher:

Mr JR Randolph will take the brief you mention at Wellington County Court on Monday next for a fee of 7 Guineas which fee would probably be allowed on taxation if over £50 is recovered. We think the fee a reasonable one⁵⁵.

Joseph Randolph Randolph, 1867-1936, was up and coming. Educated at Radley and Magdalen College, Oxford, where he took the degrees of MA and BCL, he was called to the Bar in 1892, took silk in 1913, and became a County Court judge in 1921. But he was not the first choice of Messrs Dayman and Fisher. who preferred Mr HH Gregory, but he was engaged at Bristol Appeal Court on the day of the hearing⁵⁶.

⁵³ WEST 6/1/10.

⁵⁴ WEST 6/1/15.

⁵⁵ WEST 6/1/14.

⁵⁶ Was this Holman Gregory, called to the Bar in 1897, a KC in 1910, knighted in 1930? Recorder of Bath 1916, he had some expertise in the implications of the Workmen's Compensation Acts. He entered Parliament in 1935.

However, perhaps to Chamberlain's surprise and relief, Randolph's services were not required. Mrs Drew accepted Chamberlain's offer and there was another exchange of telegrams and letters.

Offer accepted, Burrows⁵⁷.

We wired you today that the offer you made viz £115 10 and £10 costs was accepted. We presume you will send us a cheque for these amounts⁵⁸.

The matter was now settled out of court, though the judge who was to hear the case at Wellington County Court still insisted on the parties attending the court for him to approve the settlement⁵⁹. Chamberlain had the temerity, notwithstanding the legal advice he had been given as to the weakness of case, to ask his insurance company to pay the settlement. The Norwich & London Accident Insurance Association instructed Messrs Wansbrough, Dickinson, and Tayler to reply on their behalf. Though it reminded Chamberlain of his errors, it was not ungenerous. The insurers would pay half of the settlement:

We cannot agree with you that the accident was reasonably unavoidable. In this case there was no foreman over the men employed. Ball (who seems to be a clerk more than a foreman) admits that he is not an expert quarryman; that he saw the overburden and that he did not speak to any of the men employed and if he had done so probably they would have told him to mind his own business. As a matter of fact during the absence of Mr Russell there seems to have been no supervision at all over Drew's gang of men and to use Mr Chamberlain's own words 'My own impression always was in the case of piece workers we did not interfere in their work'.

There clearly were breaches of rules 1 & 2 of the special rules for quarries and rule 28 which throws a very considerable responsibility upon the Masters had not been observed at all. In addition to disclaiming liability under clause 2 of the policy the Company rely upon clause 3 because clearly Drew at the time he met with his death was employed contrary to the provisions of the rules inasmuch as the overburden had not been cleared back to prevent danger to the persons employed and the Masters had failed to see that some competent person should daily inspect every working place in order that should any source of danger be noticed steps should at once be taken to remove it.

Our clients do not rely at all upon the error of the man Drew, no doubt he was an expert quarryman but the very object of the Quarries Act and the rules made thereunder is to preclude as far as reasonably may be the possibility of an accident and to throw the responsibility upon the employer to see that the men shall not work in dangerous places.

We note that the company have made arrangements for the more frequent inspection by their foremen and gangmen. Our clients particularly complain that there was no foreman or gangman employed at all to make an inspection of the Quarry and see that the men were working in compliance with the Quarries Act and the rules made thereunder.

Our clients desire us to say that they have carefully considered all the facts of the case and whilst contending there is no liability whatever on their part under the policy they are willing without prejudice to meet the employers by an *ex gratia* payment of half the amount they have paid in settlement, namely £62. 10. 0s. If this offer is not accepted then the employers must take such steps as they deem expedient. We certainly consider that by meeting your clients in this way the Insurance Company are acting most handsomely. We of course have written entirely without prejudice and await a favourable reply from you.

Even so Chamberlain quibbled and Messrs Dayman and Fisher were warned by Messrs Wansbrough Dickinson and Tayler on 13th December 1900:

We are in receipt of your letter of the 11th instant and have to-day seen Mr Riseley thereon. Our clients had very fully considered the matter before we wrote you and they (as we intimated to you in our letter of the 3rd instant) have decided that if their offer is not accepted by the employers then the employers must act as they think advisable.

We are decidedly of opinion that your clients did not at all appreciate their liability under the Quarries Act and the rules made thereunder and that generally there was a lack of supervision

⁵⁷ WEST 6/1/10.

⁵⁸ WEST 6/1/15.

⁵⁹ WEST 6/1/6.

over the piece-workers and it seems to us that the Insurance Company are meeting your clients most handsomely. They do not consider this a technical matter at all. As a matter of fact employers who are insured, seem to take much less trouble than those who are not insured and we feel that your Clients will appreciate the fact that if Insurance Companies paid all claims produced by reckless action on the part of the assured or by negligently or wilfully ignoring the terms of the Policy or the provisions of Act of Parliament then no Insurance Company would be able to carry on their business and be sufficiently stable to meet the demands of those Assured who are legally entitled to claim⁶⁰.

Chamberlain now accepted the insurance company's offer and on the 18th December 1900 the episode was closed with a letter from Messrs Wansborough Dickinson and Tayler to Messrs Dayman and Fisher:

Dear Sirs,
Westleigh Stone & Lime Co - Drew deceased.
We send you herewith our cheque value £62. 10/- in full settlement and discharge of all claims by the Company against our clients and shall be glad if you will obtain your clients signature to the enclosed formal receipt and return it to us in due course.

Chamberlain, by now married, with a daughter Joan, born in London in 'the parish of St George's' [Hanover Square?] in 1897, lived at a safe distance from the heat generated by quarry accidents, at Pen Pole House, Shirehampton, near Bristol and was perhaps still practising as a barrister. But in the 1901 census he is described as a 'quarry owner' and he and his family were living in some style, with the assistance of a nurse, cook, housemaid, and kitchenmaid, all resident at Bishop's Hull, on the outskirts of Taunton from whence the Great Western Railway offered easy communication to Burlescombe. The company accounts for 1903 make mention of a 'season ticket paid in advance'. Perhaps Chamberlain travelled at the company's expense.

At the end of March 1905 Messrs Ellis, Son & Bowden, Surveyors and Land Agents, of Bedford Chambers, Exeter, wrote to Chamberlain advising him that Westcott and Rocknell farms at Westleigh were for sale:

Westcott & Rocknell farms.
The Owner of the above property has been writing to us with reference to its disposal and we feel sure at the price which he is disposed to accept for it, it would be well worth your while to go into the matter and see whether you could not find your way clear to purchase it. As you know, the small Quarry at Rocknell is let to Mr Tom Grant at £30 per annum and it should be worth a good deal more than this sum to you. The price now asked is small compared with what Mr Bowerman gave for the Farms.

We shall be pleased to give you rentals and outgoings and all other necessary particulars should you have mislaid the Sale Particulars, and if any convenience, doubtless the Owner would leave a good proportion of the purchase money on Mortgage at a moderate rate of interest⁶¹.

The owner whose 'price now asked was small' was Richard John Bowerman, 'of 3 Grays Inn Square, London, gentleman' who nevertheless practised the profession of a solicitor. His tenant was Mr Tom Grant⁶² of Westleigh, a road contractor in 1905, but in 1901 described as 'postman, farmer, and hawker'. Tom Grant's change of occupation between 1901 and 1905 reflects the growth of road transport and the growing need for better roads.

Chamberlain, however, was not interested in purchasing the farms, but was attracted by the possibility of leasing the quarry which would involve Grant in assigning his tenancy to him. This would require Bowerman's approval and he wanted some assurance as to the position when Grant's assigned tenancy completed its term:

Possibly you have seen the agreement and are aware that it provides for payment of a royalty on all stone raised after Christmas next exceeding 3000 tons per annum, and I should be glad to know whether there is any prospect of such an extensive working of the quarry as will lead to the payment of some part of the royalty reserved as additional rent.

⁶⁰ WEST 6/1/11.

⁶¹ WEST 1/1/8.

⁶² *Ibid.* and 1901 census.

I do not know that monopoly possessed by the Westleigh Stone & Lime Coy, Ltd has been altogether to my advantage in the past, and if they want the quarry, I should prefer them to take it for a definite term and not leave me liable to have the agreement determined at the end of this, or the following year⁶³.

Chamberlain's reply showed signs of commercial aggression which Grant may have already experienced:

I am aware of the terms of your lease to Mr Grant and as regards the possibility of stone likely to be quarried would point out that owing to its distance from the railway, the stone though of good quality is only available for local requirements. There are not likely in my opinion much, if at all, to exceed 3000 tons per annum, to which extent we are prepared to work it. You possibly exaggerate our business in saying that we have a monopoly of the Trade here, but of course we..... should if necessary be prepared to make it unprofitable for anyone to compete seriously with us. In fact we do not think Mr Grant has found that he can make money in this way. We shall be prepared, however, at the expiry of Mr Grant's term to take a longer term if you still are willing to grant one⁶⁴.

Bowerman replied promptly; Grant had only a yearly tenancy, and Bowerman wanted Chamberlain to enter into a three year lease.

I am in receipt of your letter of Saturday's date, and I have also heard from Mr Grant applying for permission to assign his agreement to the Westleigh Stone & Lime Company, Limited. I notice you say that at the expiration of Mr Grant's tenancy you will be prepared to take the quarry for a longer term, but as Mr Grant holds it on a yearly tenancy only, there is nothing to prevent your determining the agreement at Christmas next. If you can arrange that the Company's tenancy shall last for at least another 3 years after Christmas next, I shall have no objection to the proposed assignment by Mr Grant and the matter could be arranged by the Company entering into a fresh agreement for that period or by your writing one undertaking that the present agreement should be determined by notice on the tenant's side before Christmas 1908, as may be preferred. Will you kindly let me know if the matter can be arranged in this way?⁶⁵

Chamberlain, for his part, considered if he accepted the idea of a three year tenancy should pay less rent and promptly proposed £25 rather than the £30 which Grant had paid:

We are much obliged by your letter of the 3rd inst. If you would like to let the quarry for a long term, will you accept £25 a year for the grass?⁶⁶

It was a mistake for Chamberlain to seek a rent reduction and Bowerman replied by insisting upon a three lease or nothing:

I am obliged by receipt of your letter of yesterday's date, but I think on the whole I would prefer not to bind myself to let the quarry for a longer period than 3 years, more especially as you ask for a substantial reduction in the rent in consideration for your taking it for a term of 10 years. Perhaps therefore you will kindly write me in reply to my last letter and say whether you are prepared to give an undertaking on behalf of the Company not to terminate the present Agreement before Christmas 1908, and I will defer writing Mr Grant until I hear from you again⁶⁷.

And so the quibbling continued: was it that Chamberlain did not like loosing or were the margins of profit so low that everything had to be fought over?

In reply to your letter of 5th inst. We shall be content to take the quarry, ie to give an undertaking not to terminate the present agreement before Xmas 1908. There is an alternative to the suggestion made in my last letter that may suit you, viz to let the quarry till Xmas 1908 at £30, and after that for 7 years at £25.

⁶³ *Ibid.*

⁶⁴ *Ibid.*, 1st April 1905. Chamberlain to Bowerman.

⁶⁵ *Ibid.*, 3rd April 1905. Bowerman to Chamberlain.

⁶⁶ *Ibid.*, 6th April 1905. Chamberlain to Bowerman.

⁶⁷ *Ibid.*, 7th April 1905. Bowerman to Chamberlain.

Whichever you may decide upon it will be a consideration to us if you could let us hear by return⁶⁸.

Bowerman *did* reply by return as asked, and whilst still refusing to commit himself beyond Christmas 1908, did leave the possibility open of further negotiation in three years time:

I have your letter of yesterday's date, but I think I shall leave the tenancy on the present yearly agreement, and I accept your letter therefore as an undertaking not to determine it before 1908 and I have written to Mr Grant formally permitting him to assign his agreement to your company. I presume you will have a formal assignment executed by Mr Grant and I shall be glad to hear when the matter has been carried out.

With regards to your tenancy after Christmas 1908, I would prefer, as I say, not to bind myself after that date, but no doubt we shall be able to arrive at some arrangement if the Company wish to continue their tenancy⁶⁹.

Tom Grant *did* assign his agreement with Bowerman to Chamberlain who thereby gained possession of

all stone now quarried all remaining on or adjacent to the same and all other the fixtures tools plant magazines, cabins loading bank fuses powder sleepers sledges hammers planks goods chattels and effects of the said T. Grant⁷⁰.

Chamberlain's interest in working Rocknell quarry is explained by it being previously worked by Tom Grant, *road contractor*. There was a growing market for road stone, and despite what Chamberlain said about the inaccessibility of the railway from Rocknell, which was hardly accurate, since Rocknell quarry adjoined Westleign quarry with its rail link with Burlescombe mainline station. This provided Westleign with good access to the markets of west Somerset and Dorset, 'a county deficient in roadstone save for some beds of the Portland and Purbeck building limestones'⁷¹. For the further development of these markets, by the beginning of the Great War in 1914 Chamberlain 'had installed a primitive coating plant'⁷².

In 1908 Chamberlain had to renegotiate his Westleign lease with Charlotte Rayer of Holcombe Court, the widow of William Carew Rayer who died in 1892. Operative from 25th March 1908 for a term of 21 years, at a rent of £150 a year, with an additional annual surface rent of £25, it provided for a royalty of 4d to be paid for every ton of stone raised. Whipcott Quarry, which John Taylor purchased in 1892 from Mrs Rayer, was now rented by Sir Edwin Dunning, at a rent of £150 pa⁷³.

A copy of the draft lease is in the Company archives and merits quotation at some length for the interest of its insight into the arrangements made between quarry masters and the local landed gentry from whom they often leased their quarries in the 19th century. Arrangements over book-keeping, for example, were very precise. The lessee:

will keep either in separate books or in books clearly distinguishing the quantities gotten from the companies own premises or any other premises for the time being in their occupation true and proper accounts and particulars of all minerals rock or stone which shall be gotten from the demised premises and of all products burnt converted or manufactured therefrom & will fairly & openly weigh all such minerals rock & stone as shall be sent for shipment or transport by railway or otherwise removed from the said demised premises or shall be burnt converted or manufactured into lime & other products on the said demised premises and will keep the said books of account at the office or counting house of the said works And also will permit the Lessor and her agents at all reasonable times during the first 14 days of every quarter of the said term to inspect such books of account & particulars And also that the Company will by the statutory declaration of their Book-keepers Agents or Managers whenever required verify the accuracy of the said Books of Accounts & particulars And also will at all times during the said

⁶⁸ *Ibid.*, 8th April 1905. Chamberlain to Bowerman.

⁶⁹ *Ibid.*, 9th April 1905. Bowerman to Chamberlain.

⁷⁰ WEST 1/1/1.

⁷¹ JBF Earle, *Black Top*, Oxford, 1974, pp. 82,3.

⁷² *Ibid.*

⁷³ Edwin Dunning, 1859-1925, the son of a customs officer, was a Devon County Councillor and was knighted in 1904. He was described in the 1901 census as living on his own means at Eastbourne, and later, according to *Who was Who*, at Jacques Hall, Essex.

term work the said minerals rocks or stone continuously and perpendicularly and otherwise use and work the said lands rocks and quarries in every respect according to the best and most improved method for the time being in use in the district of carrying on & working quarries of a similar character provided always that the Company shall not be bound under the foregoing covenant to work the said minerals rock or stone continuously and if by reason of faults in or the quality of the strata they cannot fairly do so at profit. And also that the lessor and her Agents shall be at liberty during the said term to enter upon inspect the said demised premises & the works belonging thereto or any adjoining quarries or workings carried on or worked in connection therewith and to make surveys and plans thereof heretofore mentioned And also will from time to time during the said term as the said demised minerals rock & stone is worked out *extenso* the Company's existing railway siding from Burlescombe station which siding is marked on the said plan into & upon the said demised premises up to the face of the quarry for the time being in such a manner that at the expiration or sooner determination of the said term the said siding shall be available & conveniently situated for the haulage of minerals rock & stone from the face of the quarry on the said demised premises direct to the main line of the Great Western Railway at Burlescombe station aforesaid Provided that nothing herein contained shall in any way bind the Company to grant or the Lessor to accept running powers or rights of haulage over the said railway siding on the expiration or sooner determination of the said term or otherwise And also will not during the continuance of the said term open or work any other quarry for rock stone or lime within two miles of the demised premises Except the said quarry known as Whipcott Quarry and the quarry situate close to the corner of the three cross roads near Knowle Hill called Rockwell or Green Kiln Quarry and now being worked by the Company And also will at the expiration or sooner determination of the said term deliver up to the Lessor the said demised premises with all kilns erections tramways and buildings in all respects a such a stated and condition as shall be consistent with the due observance & performance of the several covenants on the part of the Company herein contained⁷⁴.

The roll of honour in Holcombe Rogus parish church records the names of 73 men who served in the Great War and nine who died. One of those who served was Percy Russell, born in 1895, and the son of David H Russell, Chamberlain's original partner in the Westleigh Stone and Lime Company. Others may well have gone from the quarries for king and country. In Burlescombe churchyard a memorial remembers Percy Grant who died as a prisoner of War in 1917, aged 27. His parents farmed Southerton Farm at Westleigh. The production of agricultural lime, road chippings, and railway ballast assumed greater importance in the war effort.

But all in all the war seems to have had little effect upon the character of rural life locally as reflected by the coming and going of the local clergy, none of whom, however, seem to have left their parishes to serve as army chaplains. In 1915 the Revd Edward John Barton, MA, of Sidney Sussex College Cambridge was inducted as vicar of Holcombe Rogus. Seven years later the living was amalgamated with nearby Hooksworthy which made the living, formerly worth £251 pa, worth a comfortable £520. He remained at Holcombe Rogus until 1939. In 1918 John Henry White, MA Cantab was inducted as vicar of Burlescombe and was succeeded in 1922 by Ernest Holland Ryan, BA, of Jesus College, Cambridge whose short-lived incumbency ended with his death in 1924.

By the end of the Great War the triumvirate of Chamberlain, Russell, and Chester Master had been joined by Robert Henry Dymond of Hampton Grange, Hereford. Born in London in 1865, his widowed mother had made her home in Weston super Mare by 1881. He was educated at Clifton College and what was then University College, Bristol where he trained as a civil engineer. He went out to New South Wales where he married and his eldest son was born in 1895, and by 1901 was back in Britain, practising as a civil engineer on his own account at Aberdare in South Wales. His affairs prospered and he moved to Hereford, making his home at Hampton Grange in Hampton, a fashionable suburb of the city. He entered local politics, served on Hereford City Council from 1910-1922, and was three times mayor. He became a JP, an OBE, and was prominent in Freemasonry. In the Great War his wife Dorothy was a Volunteer Ambulance Driver and Hampton Grange became a military hospital. She was a member of Herefordshire County Council from 1919⁷⁵.

The benefits of having a professional civil engineer as a director were obvious and perhaps his interest in Westleigh was generated by the Chester Masters who had Herefordshire connections, it

⁷⁴ WEST 1/1/9. 24th December 1908. Draft Agreement between Charlotte Rayer of Holcombe Court in the parish of Holcombe Rogus in the County of Devon widow and the Westleigh Stone and Lime Co Ltd.

⁷⁵ *Who's Who in Herefordshire*, Hereford, 1933.

will be recollected, through the Cornewalls of Moccas. It was not, however, long lasting and after the War the directorate's thoughts moved towards the sale of the Westleigh Stone and Lime Company. In December 1919 Messrs J & J Bent of Birmingham commissioned a confidential report on the Company with a view to its acquisition⁷⁶. John Henry Bent and James Goodman Bent were the sons of James Bent, senior, of Bordesley, a wire drawer. John Bent, born in 1874, was a successful brass founder, who, married, and with two servants, lived at Priory Road, Edgbaston. His younger brother James Bent, junior, born in 1882, was also a brass founder and entered into partnership with his brother John. The foundry did well during the war but when the demand for munitions began to falter after 1918 the brothers decided to diversify and the fact that the Westleigh Stone and Lime Company was on the market was brought to their attention by the family accountant.

Westleigh was finally acquired by the Bents in 1920⁷⁷ who at the same time purchased the Farmers' Hotel from Mrs Bridget Maria Russell, James Russell's widow and Sealey George Russell, James Russell's nephew, for £620. James Goodman Bent never moved from Birmingham where he lived in Russell Road. Instead, he travelled by train to Taunton on Mondays, stayed at a hotel and returned to Birmingham midday on Thursdays. John Henry Bent, on the other hand, made his home in Holcombe Rogus and lived at Pear Close.

The Bents are remembered for their considerable expansion of both the dry and the coated capacities of the quarry, though at first they had to legally establish the territorial boundaries of their acquisition. Thus, on Wednesday 19th November 1924 there appeared in the *Wellington Weekly News* its account of a 'Dispute about quarry. Important action in Wellington County Court. The Westleigh Stone & Lime Co. v. William Elworthy'⁷⁸:

His Honour the Hon WB Lindley⁷⁹ spent the whole of Monday at Wellington County Court in hearing an action in which the Westleigh Stone and Lime Company Limited, of Burlescombe, were plaintiffs and William Elworth, of Crossland, Ash Thomas, near Tiverton, contractor, was the defendant⁸⁰.

The new proprietors of the Westleigh Stone and Lime Company, Limited sought an injunction from the court to prevent William Elworthy from quarrying its land 'situated near Fenacre (or Vinegar) Farm, Westleigh, Burlescombe'. Indeed, they wanted Elworthy to

restore the same as near as may be to the condition the same was in before defendant wrongfully entered thereon; and for £100 damages⁸¹.

The Westleigh company was no longer represented by counsel instructed by Messrs Hole Dayman & Fisher, the Tiverton solicitors, as it was under Chamberlain, but by Messrs. Channer & Channer, of Taunton, and their choice for counsel was Mr EHC Wethered, a well-established barrister on the Western Circuit⁸², who was to become a judge. Elworthy's solicitors were Messrs. Lee-Michell & Co. of Wellington, acting for Messrs. Pickering & Co., the London, solicitors of the Rayer Estate,

under whom Mr Elworthy was arranging to take a lease of land for quarrying purposes⁸³.

Their choice of counsel was Mr Cyril Williams who, in the eyes of the *Wellington Weekly News* was of less status than Wethered, being described merely as 'another barrister'. The dispute first came to the attention of His Honour the Hon WB Lindley a month earlier when at the Somerset Quarter

⁷⁶ WEST 1/1/2. Messrs J & J Bent, Birmingham. Private report re Westleigh Stone & Lime Co Ltd, Trading & Profit & Loss Account and Balance Sheet at 31st December 1919. Harvey Preen & Co, Chartered Accountants, London & Bristol.

⁷⁷ WEST 4/1/2 31st March 1920. Mr GP Chamberlain & Others with Messrs JH & JG Bent. Deed of Covenant.

⁷⁸ WEST 1/1/7.

⁷⁹ The Hon Walter Barry Lindley, 1861-1944, second son of Baron Lindley, was educated at Winchester, University College, Oxford, and Lincoln's Inn, was a County Court judge for Devon and Somerset 1912-1934. he lived at Corfe House, Taunton and was a member of the Athenaeum. .

⁸⁰ *Kelly's Directory* for 1923 describes William Elworthy as a 'road and steam roller contractor'

⁸¹ WEST 1/1/7.

⁸² Ernest Handel Cossham Wethered, 1878-1955, educated at Cheltenham College, Pembroke College, Cambridge, and Lincoln's Inn, practised in Bristol and London 1899-1934, and became a County Court judge in 1934. He was made an OBE in 1920 and in 1950 was President of the International Brotherhood of Magicians.

⁸³ WEST 1/1/7.

Sessions at Wells, on October 15th the company sought and obtained an interlocutory injunction preventing Elworthy from working the quarry until the 21st October. This was renewed on the 20th October at South Molton County Court with effect until 18th November, the day before the Wellington hearing.

It is, however, a reflection of the growing importance of road making and the quarrying of suitable road stone in the first quarter of the 20th century, that the piece of land in dispute which appeared 'not very valuable', involved the owners of a quarry, a road and steam roller contractor, and a judge, who before sitting at Wellington, '*motored* (the author's italics) to Westleigh and viewed the piece of land'⁸⁴. In earlier disputes officials had travelled to Burlescombe by train and thereon to Westleigh by horse drawn carriage.

Mr William Rayer Rayer, JP, MA, who was minded to grant Elmworthy a lease of the triangle of land known as Fenacre Rocks, was the only son of William Pycroft Harmar of Tidcombe, Tiverton. He was born 1869, and educated at Malvern and Trinity College, Cambridge He became tenant for life of Holcombe Court by the terms of the will of his uncle, William Carew Rayer, who died in 1892. There were no children by William Carew Rayer's marriage, and his widow, by the terms of the will, Charlotte Rayer, continued to live at Holcombe Court until her death in 1923. It was then that William Rayer Rayer moved into residence from Tidcombe, having assumed by royal licence the surname and arms of Rayer in 1923 in lieu of Harmar, he became Lord of the Manor of Holcombe Rogus. It was on these grounds that he claimed ownership of Fenacre which he had known since 1887, the year Mary Dunsford died, the widow of its then owner, Henry Dunsford.

Elworthy lost no time in commencing operations at Fenacre. He built a roadway to the rock face and began to quarry, first removing 'a big pillar of rock', a conspicuous feature of the site:

two men put in about a week's work on the land and then started blasting the pillar of rock which had been referred to. They put in about two shots and he had taken away two lorry loads of stone, about ten tons, worth about 5s. a ton. He had moved a number of cartloads of earth and rubbish to enable him to start work, and that would be a help to the Westleigh Company if they were going to work the quarry⁸⁵.

It was at this stage that the Westleigh Stone and Lime Company Limited obtained their first interlocutory injunction and Elworthy ceased work. Mr Wethered, in presenting the Company's case against Elworthy, argued that Fenacre Rocks had passed from the possession of the Brownes of Canonsleigh in 1826 to Henry Dunsford and William Cosway. In 1870 the Rayer estate acquired Fenacre Farm from the Canonsleigh estate, but not Fenacre Rocks..

The deed of 1826 had no plan and no schedule, but the chain of quarries at Westleigh were named from west to east and could be identified on a map of 1888 which depicted Fenacre Rocks as forming the easternmost quarry of the chain. Behind it was a big field known as Fenacre Field or Hill. The plaintiff company and their predecessors in title, according to Mr Wethered, had been in occupation of those quarries ever since 1826, and until the spring of 1924 nobody had ever questioned their title to them.

Fenacre Rocks adjoined Fenacre Cottage which had been part of Fenacre Farm 'for the last fifty or sixty years at least' and in support of his argument called upon the evidence of Benjamin James Bucknell, a farmer of 72 years of age, who in his evidence said:

he rented and farmed Fenacre farm until four years ago, and that it was in his possession for fifty years and his father and grandfather were there before him. Fenacre Cottage was part of his holding and was occupied by his by carter. The boundary between the cottage garden and the land of the Westleigh Stone and Lime Company was never altered until the other day⁸⁶.

Bucknell went on to say that his father

had the w.c. moved to its present position more than fifty years ago

⁸⁴ *Ibid.*

⁸⁵ *Ibid.*

⁸⁶ *Ibid.*

thereby implying the land it occupied was his. Moreover

Sometimes stone had fallen from the face of the rocks on to the garden and the people who occupied Westleigh Quarries took it away. Fenacre Rocks was the name of the rocks on the land in question⁸⁷.

The implication here was again that the Quarry owners moved the fallen rock from Mr Bucknell's garden because the stone was theirs. Bucknell also maintained that the boundary between the cottage and the plaintiffs' quarry was that shown in the plan attached to the deed of 1888. This was significant because when the Quarry company's property was offered for sale by public auction in 1884, its plan of it was prepared by Messrs Drew of Exeter who were agents and surveyors for the Rayer estate.

Mr Wethered continued to expound his case:

In 1888 the property was sold to a gentleman named Chamberlain the sale taking place under the direction or control of the Court, and the deed and plan were prepared very carefully. The sale particulars had a big plan attached to it, and that plan corresponded with the one attached to the deed. It was a public and auction and everybody in the district knew of it, yet no exception was raised to inclusion of the land in dispute. In 1898, Mr Chamberlain and Mr Russell conveyed the property to a company which had been incorporated in 1897 under the Companies' Acts. In 1907 negotiations took place between the late Mrs Rayer and the company for the lease of certain property for the purposes of the company's work. The lease expired in 1929 and the deed provided that from that date the company would grant Mrs Rayer two rights of way for all purposes over land belonging to them⁸⁸.

Chamberlain's partner and fellow director of the Westleigh Stone and Lime Company from 1897-1920, David Henry Russell, of Holcombe Rogus, told the court he was 61 and had lived in the locality all his life:

Nobody other than the company and its predecessors in title ever claimed the land in question the company claimed it and always maintained the fences. The bank dividing the quarry from the garden was evidently thrown up from the quarry side, but he did not remember the bank not being there. Nothing had been done on the land in the way of quarrying since 1897, but he had seen Mr Chamberlain shoot rabbits there scores of times⁸⁹.

Like the position of Mr Bucknell's water closet, Mr Chamberlain's taste for shooting rabbits at Fenacre Rocks was regarded as an indication of ownership. Henry James Hooper, 60, another long serving Westleigh worker corroborated the evidence that 'that Mr Chamberlain used to shoot over the land' and that 'as an employee of the company he had taken stone from 14 or 15 feet from the pillar of rock'.

Mr Williams's argument on behalf of Elworthy centred around his claim that:

the property conveyed to plaintiffs' predecessors in 1826 under the name of Fenacre Rocks could not have had any reference to the land in dispute as in an abstract of title of 1869 particulars were given of a mortgage deed and a marriage settlement of 1857 where that land under the name of Barge Quarry was spoken of as being still in the possession of the Browne family⁹⁰.

Mr Wethered had said that Fenacre Rocks was not included in Barge Quarry, but in the 1888 deed the latter quarry was included as part of the property owned by the plaintiffs' predecessors. Fenacre Rocks were not then mentioned by name though the plan showed it to be included. Mr Williams quoted from a deed a clause to the effect that for 18 years from 1861 the representatives of the Browne family, or the purchasers of their property, should not open any quarries or lime works in the parish of Bnrlescombe because Mary Dunsford and Lucy Bond held certain property on lease

⁸⁷ *Ibid.*

⁸⁸ *Ibid.*

⁸⁹ *Ibid.*

⁹⁰ *Ibid.*

from them, which, he said, showed that some leasehold interest had passed from Henry Dunsford to his relatives, and that land *might* [author's italics] include the quarry in question.

It has to be admitted that *The Wellington Weekly News* seems not to have been an entirely impartial observer of the case, and perhaps sensing that Mr Wethered would soon himself be a judge was rather more deferential to him than to Mr Williams, the defendant's counsel who

addressed the Judge at length, and in doing so elaborated some of the points already indicated.

In giving judgement, His Honour the Hon WB Lindley concluded that it had been

a rather troublesome case over a very small bit of land. The difficulty arose because of insufficient descriptions in two lines of deeds. The judge concluded his review of the evidence by saying he had come to the conclusion that plaintiffs had made out their case and were entitled to a declaration that the boundary was as they alleged it was. As to the amount of damages, he thought £10 would be ample⁹¹.

This must have disappointed the Westleigh Stone and Lime Company which had asked for damages of £100, and Mr Wethered said his clients would be satisfied with an undertaking that Elworthy would not in future work Fenacre Rocks 'but with liberty to apply for an injunction if that were necessary' and the day's proceedings concluded with Mr Wethered as the senior of the two counsels thanking 'the Judge for viewing the place that morning'⁹².

Mention was made in the Elworthy case of Barge Quarry which acquired its name from its proximity to the Grand Western Canal. By the time J & J Bent acquired the Westleigh Stone and Lime Company it had become known generically as 'a barge quarry'. However, this epithet ceased to apply in 1924 when a large leak near Halberton split the canal split into two parts and brought to an end its career as a trade route. This emphasised the importance of the quarry's rail links and it was apparent that the aged *Cantref* was unable to meet any heavier demands of her services. In 1926 she was replaced by a class R2 0-6-0 saddle tank locomotive, built in the Atlas Works of Peckett and Sons of Bristol, to work the line into the quarry from Burlescombe⁹³.

In March 1930, the wounds if any of the 1924 litigation being healed, William Rayer Rayer renewed the Westleigh Stone and Lime Company's lease of his quarries for a term of fourteen years and on revised terms. In 1908 Chamberlain's negotiations with Charlotte Rayer resulted in his paying £150 rent a year, £25 surface rent, and royalties of 4d a ton. Now the Company was to pay an annual rent of £300, £20 surface rent, and

four pence and two fifths of a penny for every cubic yard of material whether rock stone soil gravel waste or otherwise which shall be got out and removed by the Company⁹⁴.

A mutually approved surveyor, whose fees would be jointly met, would annually ascertain 'the amount of material so removed'. The company would:

if required before commencing to work the minerals rock nor stone therein fence off and at all times keep fenced off with good and substantial fences to the satisfaction of the Lessor's Agent⁹⁵ all such parts of the said demised premises as may from time to time be actually required by the Company for quarrying operations.

The other conditions were substantially the same as in 1909 and vicar of Holcombe Rogus, the Revd EJ Barton, witnessed the document, suggesting that in 1930 the traditional rural social coalition of squire and vicar still held good.

⁹¹ *Ibid.*

⁹² *Ibid.*

⁹³ It was used for 28 years and was scrapped in 1954. The physical link between the Westleigh branch and the main line at Burlescombe was severed in 1961.

⁹⁴ WEST 3/1/9.

⁹⁵ In 1929 Rayer Rayer appointed Claud Elton Carey, 1878-1949, a retired police superintendent with Devon constabulary as his land agent.

By 1935 the Burlescombe Quarries Association had been formed consisting of the Westleigh Stone & Lime Co, Ltd., King's Asphalt, Ltd., and Mr Herbert John Howe, who though he owned a quarry at Greenham, near Taunton, was born at Holcombe Rogus in 1894 where members of his family who lived at the 'lower end of the village' were prominent as stone masons. The Westleigh Company was represented by its two directors, John and James Bent and King's Asphalt by William James King and JJ Inderwick. Kings Asphalt was an Exeter firm, describing itself as 'public works contractors', and founded in 1934 soon acquired Fencott Quarry at Burlescombe⁹⁶.

The Association met in the Squirrel Hotel, Wellington, Somerset. In May 1926 Howe bought some land from a certain George Passmore on which there was a quarry which in 1929 he leased to Thomas Hawkins, a Bampton road contractor⁹⁷, who paid a royalty of 4d a ton on the stone he extracted. The Association considered Hawkins, whose lease still had ten years to run, to be 'a serious competitor'⁹⁸ and decided to take action, the ethics of which would nowadays appear morally uncertain:

these three concerns agreed together to negotiate the purchase of the Hawkins lease, plant, machinery, & stock, the negotiations to be conducted by Howe who was to appear that he wished to buy on his own behalf only⁹⁹.

Howe and Hawkins eventually agreed to a figure of £3000 and on the 10th January 1936 Hawkins assigned the remainder of his 1926 lease and his plant to Howe. The Association now entered in a joint agreement whereby the Westleigh Stone and Lime Co, Ltd were pay 52%, King's Asphalt 31%, and Howe 17%. £300, ie 10%, was to be paid immediately and £700 on completion. This left a further £2000 to be found at interest by the Association.

There was another meeting at Wellington's Squirrel Hotel on the 24th March 1936 and the members of the Association entered into a Memorandum of Agreement. Howe was now given the dignity of being described as the 'Agent for the Association' who had purchased

the Lease and Plant at Brinscott Quarry from Mr T H Hawkins in the sum of £3000, the terms of purchase being £1000 down and the balance of £2000 to be paid in 5 years, interest at the rate of 3% being paid to Mr Hawkins on the balance during this period¹⁰⁰.

But Howe wanted some financial recognition for his services in the negotiations with Hawkins, and the Association for their part wanted some assurance of Howe's loyalty, of which the other members seem to have had some suspicions. So the Association agreed:

that in consideration of Mr Howe continuing to remain a loyal member of the Association for a period of 5 years from this date the other members will pay him their share of the £1000 already paid to Mr Hawkins amounting to approximately £830 together with interest due to date and any legal expenses incurred. The Association further agrees at the end of 5 years from this date to pay Mr H.J.Howe the accumulated interest at 4% on the balance of £2000 due to Mr Hawkins in proportion to their shares in the Pool, providing Mr Howe is willing to remain a loyal member of the Association for the remainder of the period of the lease. Should at the end of the 5 years referred to, Mr Howe decide not to continue his membership of the Association, the interest referred to above will be forfeited by him and the other members of the Association will make no further payments towards the purchase price of the Quarry.
NB one condition is that all members shall be loyal until March 1947¹⁰¹.

Happily for the Association it was recorded that:

⁹⁶ KINGS 1/1/1, a document, dated 4th November 1938, in the Tarmac Archives, records £3 0. 0. compensation being paid by King's Asphalt Limited, Basin Junction Works, Exeter to farmer Parsons for laying a pipe track and erecting a pump house in the orchard at Fenacre Farm, Burlescombe in connection with Fenacre Quarry.

⁹⁷ Born in 1874, he was an agricultural labourer at Bampton in 1901 and a road contractor in Kelly's 1923

Devon Directory.

⁹⁸ WEST 7/1/10.

⁹⁹ *Ibid.*

¹⁰⁰ *Ibid.*

¹⁰¹ *Ibid.*

Mr HJ Howe hereby signifies his approval to the above conditions and appends his signature HJ Howe¹⁰².

Hawkins, too, had conditions placed upon him to ensure he could not reassert himself as ‘a serious competitor’ of the Association:

The Vendor hereby covenants with the Purchaser that he the Vendor ... will not during a period of 12 years from the date hereof either alone or in partnership with any other person or persons or as the servant or agent or officer of any person firm company quarry carry on or be in way engaged concerned or interested in the business of a Quarry Proprietor or in the connection with the supply of road material, tarmacam, chippings or any other similar business within a radius of 6 miles from Brinscott Quarries¹⁰³.

Hawkins’ plant at Brinscott, valued at £400¹⁰⁴, was

to be forthwith dismantled and the ‘stock in trade, plant, machinery, apparatus and chattels shall be sold on the site by an auction to be held between all the parties hereto and no other person’¹⁰⁵.

In the end it was agreed Howe should purchase the plant at an agreed valuation. The Association made its final payment to Howe on November 14th 1940.

James Bent had two sons: Charles Reichel Bent, 1913-2004, and James Stafford Bent, b. 1915. Their father made their home in Pear Close, Holcombe Rogus and as boarders they were educated at Blundell’s School founded in 1599 by Peter Blundell, a Tiverton wool merchant. Leaving school in 1930 Charles Bent went up to the City and Guilds of London Institute for three years and thereby was awarded the Associateship of the Institute in Engineering. There followed a further year at Imperial College of Science and Technology, where:



he attended and completed to the satisfaction of the Governing Body of the College a course of Advanced Study in Highway Engineering.



At this time the City and Guilds (Engineering) College formed the engineering section of Imperial College and was conducted by a Delegacy in conjunction with the City and Guilds of London Institute and the Worshipful Company of Goldsmiths. He was elected a member of the Institute of Quarrying in January 1939.

Geoffrey Chamberlain, it will be recollected, was an Oxford graduate, a qualified barrister, and of a safe middle class background. But he had no training whatsoever in quarrying or road building. John and James Bent, his successors at

Westleigh, were of the emerging new middle class, with a background as qualified tradesmen.

¹⁰² WEST 7/1/13.

¹⁰³ WEST 7/1/9.

¹⁰⁴ WEST 7/1/5.

¹⁰⁵ WEST 7/1/6.

As quarry masters they responded to the new demands being made of what was fast becoming a mechanized industry, providing for stone for the country's growing road system. Consequently Charles Bent was given an appropriately specialized education for his chosen career.

In 1919 the Worshipful Company of Paviers, a City livery company of medieval origin, established a committee to discuss the possibility of endowing a chair of Highway Engineering at the University of London. The idea came to nothing but was revived in 1924 and prolonged negotiations between the Paviers, the Institution of Municipal and County engineers, and the County Surveyors' Society, a part-time Chair was established for post-graduate studies in highway engineering in 1928¹⁰⁶.

In March 2005 Mr James Bent, aged ninety and living in retirement at Torquay, put to paper his recollections of working at Westleigh:

Originally about 95% of the quarry's output went by rail using, 50 of our own wagons and 50 which were leased from the Gloucester Wagon Co.. They were loaded at the quarry and taken by our own locomotive to Burlescombe station. With the convenience of the railway and a siding at Burlescombe, Westleigh was able to provide the GWR competitively with stone for repairs to the sea wall at Dawlish, and ballast for the company's network. The remaining output went by horse and cart or by barge on the canal to Tiverton.

The quarry face in the early 20s and 30s was very long and was linked to the crushing and screening plant by a network of 3' gauge railway lines. Their small 2 ton tipping trucks, called *trams*, were specially made for Westleigh. They were loaded at the quarry face by gangs of 2 men and went by gravity to the plant where they were tipped and hauled back to the gang by one of the quarry's horses. Two men could quarry two tons a day, all of which, of course, was hand drilled.

The advent of the steam lorry changed this and Westleigh, where two such vehicles were hired, had to be adapted to deal with road deliveries. After this, small petrol driven lorries were developed and then larger diesel engined wagons. Their total gross weight on the road was 12 tons which meant that it was difficult to get a payload of more than 6 tons. I cannot remember when the restriction was changed - probably about 1939.

Steam vehicles were developed by Fodens and Sentinel. The Sentinel lorry was fitted with a 4 cylinder engine, ran like a sewing machine, and was capable of doing 60 mph with a full load up. Diesel driven vehicles were developed by Fodens and ERF and were fitted with either 5LW or 6LW Gardiner engines.

It must have been in the early 20s that oxy-acetylene came into general use for cutting and welding. Prior to this, sheet metal was cut by hammer and chisel and welding was done in the blacksmiths' shop. Small diesel engines were also developed at this time, and at Westleigh, two small diesel driven locos were built to run on the quarry's 3' gauge system, thus doing away with some ten horses, their drivers and grooms.

There was no electricity available in the 1920s, and I cannot remember when mains electricity became available. The original plant was driven by a small Blackstone *Hot Bulb* engine running on paraffin. However, as the plant developed, power was first provided by a National Gas Company's engine operating on producer gas, *ie* gas produced in the normal way by heating the appropriate grade of coal. After this, the National Gas Co became the National Oil Co, manufacturing low speed oil engines with one or two cylinders. A 110 hp engine was installed at Westleigh which could drive a DC generator and line shafting. After this, small AC generators were produced, and a 210 hp 2 cylinder National Oil Co engine was installed direct coupled to an alternator, generating 3 phase AC current, besides supplying power to the line shafting.

In the early 1920s, water bonded macadams were the principal forms of road building. This was surface dressed using hot tar. This gave way to tar macadam and also, a little later, to bitumen macadam, known as *Bitmac*.

At this time, plant for the production of tarmac was very crude. The early plant at Westleigh was erected near Burlescombe railway station and consisted of a low building with a chimney stack. Inside there was a raised floor of sheet metal and a fire was lit under this. Stone brought by rail from the quarry was spread over the hot floor where men with shovels turned it over until it was dry. From

¹⁰⁶ In 1963 this part-time chair of Highway Engineering gave way to a full-time chair of Transport, the first occupant of which was Professor Sir Colin Buchanan, the distinguished town-planner.

there it went into a small continuous mixer where tar was added. The mixed material was loaded into trucks by hand and dispatched to various destinations. This system did not last very long, and a very elaborate plant was designed and erected by Wingets Ltd of Rochester, Kent. It consisted of wire baskets hung between two vertical continuous chains, the foot of which were in a tank of tar. When revolved, the baskets went through the tank of tar and then tipped into storage tanks. This, again, did not last very long.

Driers were developed much in the form that are used today, long barrels inclined at an angle and heated, at first, by coal fires under them and, later, by crude oil burners, which gave considerable control over the heat of the material. The mixers first used were the tilting drum type as used for concrete, and after that, paddle mixers.

In the early 1920s, tar was delivered in barrels and drained into tar crocks which were heated by a coal fire. After this, electrically heated tar and bitumen tanks were produced in capacities up to several thousand gallons, by such firms as Municipal Appliances, Ltd and the Clarmac Engineering Company, Ltd of Glasgow. The tar next came in tankers by rail from South Western Tar Distilleries, Ltd at Plymouth. These were fitted with steam coils and when they reached the quarry they were coupled to a boiler and steam heated until it reached a temperature at which it could be pumped into storage tanks. As natural gas became available, tar was no longer produced, and by then bitumen was delivered by insulated road tankers by firms like Shell Mex.

During the 1930s, natural asphalts were used in urban areas for bus stops, etc. These were Trinidad Lake and Rock asphalts mined at Neuchatel in Switzerland. This type of surfacing was expensive as it had to be laid by hand. The introduction of asphalt layers such as the Barber-Greene and Blaw-Knox machines made a big difference to surfacing, laying substantial tonnages daily with a good level surface¹⁰⁷.

Quarry plant improved, primary crushers became larger and the gyratory crushers, such as Pegson *Gyrospheres*, etc came to the market. Rotary screens were replaced by multi-deck vibrating screens such as the Niagara. In the 1920s, high rock faces were worked by undercutting the various strata until there was a fall. The main explosive used was Black Powder, this was replaced in certain cases by gelignite in cartridge form.

Fuses also improved, the standard Bickford fuse burning at a rate of 2' per minute, was helped by the introduction of orange line which burned at a higher rate and enabled a number of holes to be fired almost simultaneously. There was also *Cordtex* which was a detonating fuse fired by a detonator, a knot in the end of a length could be used as a primer. As a result of improvements with vertical drilling, the face was split at a later date into about 60' faces which, of course, was considerably safer than higher faces.

The use of compressed air was developed and represented a big step forward. Drilling holes for blasting was done by a man holding a drill bit, while one or two men struck it with medium weight sledge hammers. Mobile compressors driven by petrol or diesel engines were developed by such people as Holmans of Camborne, Ingersoll Rand, Climax, etc. and enabled 'jack hammers' to be used at the quarry face, allowing a 10' hole to be drilled in a fraction of the time it took by hand. In the 20s and 30s, the Muirhill dumper was developed by E Baydell & Co Ltd which was a standard agricultural tractor with the final drive reversed and fitted with a tipping hopper. It was used for taking waste to the muck tips and to the crushing plant.

At the same time, the loading shovels were developed on the Fordson agricultural tractor in the same way and the two machines working together made a very mobile combination. These types of machines were also manufactured by Chaseside.

The prevailing wage rate was 11½d an hour for a 48 hour week, and the Bents considered they paid well, so there were no annual outings, such as were the highlight of the year in many quarries. The quarry also owned some 20-30 cottages, which though now all sold, were originally rented to quarrymen and their families.

In 1934, with the encouragement and financial help of their father, James and Charles Bent, trading as J & C Bent, Ltd, acquired Rockbeare Quarry, near Ottery St Mary¹⁰⁸, which they developed for its quartzite gravels, used for road surfacing. The venture prospered, making a profit of £1700 in its first year. Goodwin Barsby of Leicester, incorporated into Aveling Barford in 1954, supplied a

¹⁰⁷ It is said that the Brothers Bent had the first Barber-Greene planer in Devon.

¹⁰⁸ A fuller history of Rockbeare Quarry is being undertaken by Paul Venn Dunn of Stoneycombe Quarry, Devon.

modern gravel plant in 1936. Later that year Rockbeare acquired its first tar plant and in 1938 it was followed by a Pegson coating plant and, as at Westleigh, rotary screens were changed to vibrating screens. *Rockgrip* was the proprietary name by which the quarry's principal product was known.

With the outbreak of the Second World War in September 1939 James and Charles Bent, as quarrymen, found themselves in a reserved occupation, and they also served as subalterns in the Home Guard where their specialized knowledge of explosives put them in a special category amongst those with responsibility for the organization of British resistance in the event of a German invasion and occupation¹⁰⁹. Under the Regional Stone Controller quarry stone and tarmac were treated as important resources in the general war effort, particularly for the construction of airfield runways and their ancillary buildings. Some ten airfields were constructed locally able to accommodate the RAF's Wellingtons and Lancasters.

Rockbeare made its own distinctive contribution to the war effort. As well as producing tarmac and aggregate for concrete, women were employed to select quartz pebbles as they passed before them on a conveyor belt for later grinding in Canada as part of the process in the manufacture of paint. The material was also used in making dry batteries.

The war over and normal commercial expansion resumed, a washing plant was installed at Rockbeare in 1947, and a water supply secured with a bore hole. Block making became important and a block making plant superseded machines producing blocks individually. The manufacture of other pre-cast concrete products followed.

The history of Westleigh as an independent quarry was by now drawing to a close and in October 1957 the *Quarry Managers' Journal* reported that:

Four old-established quarrying companies known throughout southern England have merged and a new company is being formed to manage the group. They are all family-owned businesses built up over the years to become household names in the southern regions. They are the Northcott group of companies; F. J. Moore Ltd. of Plymouth; Stoneycombe Lime & Stone Co. Ltd., of Newton Abbot; and J & C Bent Ltd. of Rockbeare. The two quarries operated by the Bent family are Westleigh Quarry at Burescombe, near Tiverton, owned by Westleigh Stone & Lime Co. Ltd., and Rockbeare Quarry, Honiton Clyst, East Devon, owned by J & C Bent Ltd.¹¹⁰.

Six months later the seemingly inevitable processes of amalgamation and consolidation proceeded further and the trade press announced a

£1,000,000 Deal for Quarries in the West.

The four companies which had merged in the previous October had been acquired by English China Clays, Ltd. and 'to ensure continuity of management' James Stafford Bent joined its board. In due course English China Clay Quarries, Ltd was established as a division of the English China Clays Group and as such had the resources for considerable capital investment. Thus in 1973 ECC Quarries, Ltd were able to meet the growing demand for road-surfacing materials in Somerset and Devon, by installing a new asphalt mixing plant at Westleigh which was 'confidently believed to be the largest in Europe'¹¹¹. Built by Barber-Greene, Ltd of Bury St Edmunds, it was capable of producing up to

360 tonnes per hour of asphalt, with only one operator in a control cabin overlooking the plant. The single operator can control the entire semi-automatic process, from initiating mixing operations to discharging metered loads into waiting lorries¹¹².

This new impressive technology also claimed to reflect the aggregate industry's growing respect for the environment:

¹⁰⁹ Their work has been described in *With Britain in Mortal Danger*, edited by John Warwicker, 2002.

¹¹⁰ *Quarry Managers' Journal*, October 1957, p.132.

¹¹¹ *Quarry Managers' Journal*, October 1973, p.335.

¹¹² *Ibid.*

An important feature of its design and operation is the absence of any environmental pollution, the only discharges being a modest amount of clean steam to air and a controlled flow of harmless sludge consisting of dust and water, from which the water is extracted for reuse¹¹³.

The downside was a decline in the social nature of quarrying. More and more the operators of plant worked on their own in the splendid isolation of their cabs. The men loading the trams with stone worked in pairs, and those working at the rock face did so in gangs. But growing mechanization, automation, and computerization steadily reduced corporate, and the man high up in his cab controlling the state of the art crusher had to little to tell his wife and children in the evening about his day.

Since the end of the Second World war, however, there has been a growing awareness of and interest in the history of individual quarries, so that, for example, the in the summer of 1978 ECC gave permission for some of Brunel's surviving broad gauge GWR track at Westleigh's siding at Burlescombe, because of its historical interest, to be removed and relayed at the railway museum at Didcot¹¹⁴.

When the Dunsford connection with the quarry, begun perhaps in 1810, ceased in 1888, and with its workmen's cottages, kilns, engine house, steam operated crushers, powder magazine, and stables, was put up for auction 'in full working order', its annual output was 45,000 tons of stone and broken ballast. The comparable figure for 2004 was 664, 925 tons. In 1810 Mr Dunsford knew little and probably cared less about management skills and public relations and no one gave a thought to noise and dust, let alone the safety of those who worked in the quarries for whom there was as yet no protective legislation. Today's quarry manager has to have the versatility of Renaissance man. A master of the complexities of modern quarry engineering, and capable of handling the inevitable breakdowns which must accompany the acquisition and crushing of stone, he has also to have an intimate knowledge of the provisions of quarry legislation, health and safety, and the protection of the environment, as well as a patient ear and gentle speech when those who live nearby, forgetful of the benefits of civilized living which are dependent upon our quarries and their products, complain that their quality of life, the safety of their children, and the value of their property are all threatened not only by the quarry but also by the lorries of ever increasing size¹¹⁵ which have to use for access lanes little wider, if at all, than those used by Dunsford's horses and carts in 1810. The modern quarry manager has to be as comfortable at public meetings in the village school and parish hall as he is in his office or walking around his quarry. 'Delivering value' is a multifaceted skill.

Kington, Herefordshire, September 2005

The author gratefully acknowledges the patience and assistance he has had from Mr Scott Ford, of Westleigh Quarry, Devon, in preparing this paper.

¹¹³ *Ibid.*

¹¹⁵ The load of stone carried by a modern four wheeled lorry is on average 11 tons, that of a six wheeler, 17 tons, an eight wheeler, 21 tons, and articulated lorries may carry loads up to 29 tons in weight.