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Additional information, particularly on the recent history of common land management in the case study area, would be welcomed by the team. Contact: e.straighton@lancaster.ac.uk

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Ingleton: Historical Briefing Paper

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The case study area is concentrated in Ingleton parish but extends into neighbouring parishes, as manorial boundaries and the boundary of the largest common in the area (Ingleborough) straddle parish boundaries. The case study focuses on the following registered commons (see map):

- **Ingleborough**, comprising two separate registered commons in Ingleton and Clapham-cum-Newby parishes, as follows: **Ingleborough Common** (CL 134, covering c. 760 ha.) in the manor of Ingleton, and **Clapham Bents, Newby Moss and Simon Fell** (CL 208, 741.82 ha) in the manors of Clapham and Newby. The tenants of manor of Twistleton & Ellerbeck also had common rights on Ingleborough.
- **Scales Moor** (CL 272, covering 413.74 ha), also known as Twistleton Fell, in Ingleton parish, within the manor of Twistleton-and-Ellerbeck;

Examination of the historical context also extends to the following registered units:

- **Newby Moor** (CL 137, covering 298.83 ha), an area of lowland common in the Wenning valley, in Clapham-cum-Newby parish and the lower division of the manor of Newby.
- **Storrs Common** (CL 129?, covering approx. 25.90 ha?), a small common in the manor of Ingleton, on rocky fell land behind the village of Ingleton.
- **Winterscales Pasture** (CL 368, covering 266.76 ha), an enclosed pasture on the slopes of Whernside, in Ingleton parish and the higher division of Newby manor;
- **Littledale** (CL 473; covering 612 ha), at the head of Ingleton parish, in the higher division of Newby manor;
- **Blea Moor** (CL 194, covering approx. 1080 acres), in the higher division of Newby manor, adjacent to Littledale

- **Cam End** (CL 103, covering 689.20 ha), to the east of Ribbleshead, in the higher division of Newby manor;
- **Carrs Moor** (CL 102, covering approx. 150.39 ha), to the east of Ribbleshead and to the south of Cam End, in the higher division of Newby manor.

These commons represent surviving wastes or un-subdivided stinted pastures of four manors: Clapham, Ingleton, Newby, and Twistleton & Ellerbeck.¹ They include a variety of land types: steep mountain slopes (Ingleborough Common and Winterscales pasture); acid peat moorland managed as grouse moor (Blea Moor and Littledale; Cam Fell); limestone pavement (notably on Scales Moor and Ingleborough Common); and boulder clay over millstone grit (Newby Moor).

In common with other areas of the Central Pennines – and in marked contrast to the Eskdale case study – the Ingleton area is characterised by stinted pastures.² In the early-modern period the case study area comprised three distinct categories of land: (a) comparatively limited areas of inbye land (arable, meadow and some private pastures) surrounding the farmsteads; (b) stinted pastures on the lower moorland at around 1,000 ft. (300 m.) above sea level, often physically separated from the remaining waste, and shared by groups of tenants; (c) unenclosed moorland waste on the higher land, rising to the summits of Ingleborough (2,373 ft./723 m.) and Whernside (2,419 ft./736 m.). Most of the stinted pastures were divided and converted into severalty in a silent process of enclosure by agreement, probably mainly in the 18th century. The surviving commons represent either the remnants of manorial waste (Ingleborough, Newby Moor, Scales Moor) or stinted pastures which remained undivided (Winterscales Pasture, Blea Moor, Cam End). In addition to their use as upland pastures, a number of these commons and stinted pastures have been used and managed by landowners as grouse moors.

The following historical overview is supplemented by material on each of the individual commons, presented separately (see **‘Ingleton: Commons’ document**).

1. Property Rights

1.1 Boundaries

The study area formed the northern section of the medieval Honour of Burton in Lonsdale, the outer boundaries of which were described in 1306-7.³ The northern boundaries of the higher division of Newby manor followed the watershed around the headwaters of the Ribble; the southern boundaries were defined by grants to Furness Abbey in 1189-90 and in 1251. The first, granting the pastures of Selside and Birkwith in upper Ribblesdale, defined the southern boundary from Greenfield Knott via Sulber to Clapdale; the latter defined the western boundary of the grant to Furness,

¹ It should be noted that this list does not include all registered common land units within the stated manors.

² For the contrast between Lake District and Central Pennines commons in the early-modern period, see A. J. L. Winchester, *Harvest of the Hills* (Edinburgh University Press, 2000), pp. 68-73, 78-84.

³ See Higham, M.C., ‘The boundary of Burton-in-Lonsdale Chase’, *Yorkshire Archaeological Journal*, 66 (1994), pp. 91-105.

bounding with Twistleton & Ellerbeck and Ingleton manors, from the summit of Ingleborough to the summit of Whernside.⁴

Several manorial boundaries were disputed in the 16th and 17th centuries, the causes including both enclosure of waste and pressure on common rights. Disputes over the boundary between the lower division of Newby and the manor of Ingleton are implied by presentments of the lord of Ingleton at Newby court in 1568 and 1570 for encroaching and enclosing land.⁵ The boundary between Twistleton & Ellerbeck and the neighbouring manor of Thornton was disputed in 1575, the inhabitants of Twistleton claiming Kingsdale Beck as their northern boundary, the lord of Thornton claiming that the manorial boundary followed the parish boundary along the watershed of the Whernside ridge.⁶ The Newby manor boundary with Austwick, on the eastern slopes of the Ingleborough massif, continued to cause contention in the early 17th century.⁷

One boundary remained in contention in the 19th century, that between the manors of Newby and Dent on the northern edge of Littledale common. A division of the disputed area at the time of the first Ordnance Survey in 1848 appears only to have been temporary, since it differs from the current county and parish boundary.⁸

A limited degree of intercommoning is recorded: tenants in some parts of Newby manor paid annual ‘overshot’ rents to lords of neighbouring manors, so that their cattle could stray onto those lords’ common lands.⁹

1.2 Ownership

The descent of each of the manors within the study area can be followed in outline¹⁰:

⁴ *Coucher Book of Furness Abbey, Vol. II, part 2*, ed. J. Brownbill (Chetham Society, new series 76, 1916), 325-6, 334-5.

⁵ West Yorkshire Record Office (Leeds) [hereafter ‘WYRO’], WYL 524/142, 19 Jul 1568 (60 acres enclosed); 31 Aug. 1570 (40 acres enclosed).

⁶ The National Archives, Public Record Office (Kew) [hereafter ‘PRO’], E134/17 Eliz/East 7.

⁷ E.g. tenants of Austwick and Wharfe and Ingleton presented 1613 for infringements of turbary (‘breakinge the kinges soile’): WYRO, WYL 524/142, 20 Sept. 1613. PRO, MPC 235 (Map of commons on Moughton and Ingleborough, disputed between tenants of Newby and Selside and tenants of Clapham and Austwick, 1619.)

⁸ Skipton Reference Library: ‘Plan of the Grounds in Dispute between the Manors of Newby and Dent’ [c.1848]

⁹ WYRO WYL 524/143: Newby court of survey, 1683, copy made 1691. ‘We do find that the Tenants of this Manor nor any of them do not or ought to have Intercommon in the wasts downs & heaths Moors or Commons of any Other Manor or Lordship: with any Cattle: nor have they ’ere so done to our knowledge, unless it were by reason of Neighbourhood in places which Joyn upon the pastures of the Tenants of this Manor: Saving only that the Customary Tenants of Brunscurr (parcel of this Manor) do Suffer their Cattle to go & depasture within the wasts and Commons of the Manor of Thornton adjoining to the pastures of this Manor: for which the said Tenants of Brunscurr have paid & do yearly pay unto the Lord or Lords of the said Lordship of Thornton 3s and 4d which is called an overshott rent And also the Tenants of Camm do yearly pay to the Lord or Lords of Wensedale, for the like liberty & priviledge upon Wensleydale Commons 4s called also an overshott rent; It was found that the Customary Tenants of Hamonhead pay an overshott rent of 1s per Annum, and Borranheads pay 3s yearly to the Earl of Derby for their Cattle going to depasture beyond Blackbeck (or as some call it Bleabeck) within the wasts & Commons of the said Earl called Brackinhills and Burnmoor & c.’ The payment of ‘overshoote’ by the tenants of Brunscurr to the lords of Thornton was recorded in 1575: PRO, E134/17 Eliz./East. 7.

Ingleton

Descended in the Cholmley or Cholmondeley family of Roxby from the mid 16th century until acquired by Sir Gerard Lowther (1561-1624), who passed it to his brother William Lowther (1574-1641), who made Ingleton his home. The manor remained in the Lowther family until the mid 17th century.¹¹ In the nineteenth and early twentieth century, the manor was held by members of the Hornby and Roughsedge families. At registration c.1970, the landowners of Ingleborough Common in Ingleton manor were recorded as Sir Roger Anthony Hornby, Edward Holland Martin and Viscount Ednam.

Newby

Newby manor consisted of Furness Abbey's property in the honour of Burton. It was divided into two sections, the lower or Newby section covering that part of the estate to the south of Ingleborough; the higher division covering the upper reaches of Ribblesdale and the Chapel-le-Dale valley. The higher division comprised the pastures of Selside and Birkwith, granted in 1189-90 and the pasture of Southerscales, granted in 1251.¹² The manor came into the hands of the Duchy of Lancaster on the dissolution of monasteries and was given by James I to the Duke of Buckingham, subsequently descending to the Dukes of Montagu and Buccleuch, who held the manor through the 18th century. In 1810 the manor was bought by James Farrer, and it remained in the Farrer family, who were also lords of Clapham, thereafter. At the time of registration, Dr John Farrer was recorded as owner of the commons in Newby manor, including Littledale, Blea Moor, Cam End and Carrs.

Clapham

Having long been held by the Clapham family, the manor of Clapham was sold in 1573 to John Ingleby. A descendent of the Clapham family bought the manor back from Ingleby's son, but the manor was sold once again in the reign of Charles I, this time to the Morley family. The manor remained with the Morleys until being sold to the Farrer family in the mid 19th century. The Farrer family were buying up land in Clapham from the early 19th century; James William Farrer (1785-1863) becoming lord of manor of Clapham in 1856. Since then, the lordship of Clapham, like Newby, has remained in the Farrer family.

Twistleton and Ellerbeck

The manor was purchased from Mr Redmayne, by the Shireburn family of Stonyhurst before 1572 and was in the hands of Richard Shireburn of Twistleton in 1625.¹³ In 1772 the lord was Walter Fletcher (d. 1775) of Hutton in the Forest; by 1786 the lords were John Hutton, clerk, and John Oddie, who claimed a general fine in 1793 after the

¹⁰ Sources: Records in Kendal RO, North Yorkshire RO and West Yorkshire RO; R.R. & M. Balderston, *Ingleton: Bygone and Present* (London & Skipton, Simpkin & Marshall, n.d.); R. W. Hoyle, 'Lords, Tenants, and Tenant Right in the Sixteenth Century: Four Studies', *Northern History*, 20 (1984), pp. 38-63; B. Capstick: 'Land tenure and management in the townships of Ingleton and Newby with particular reference to the upland areas 1660-1860', unpublished dissertation (Universities of Liverpool and Lancaster, 1989).

¹¹ Hugh Owen, *The Lowther Family* (Chichester: Phillimore, 1990), 104.

¹² *Furness Coucher Book Vol.II* (part ii) (Chetham Society, n.s. 76), 325-6, 334-5.

¹³ Lancashire Record Office (Preston), DDS, Rentals & Surveys, Shireburn rental, 1572, f. 36, ; Balderston, *Ingleton: Bygone and Present*, 282 (agreement between lord and tenants of Twistleton, 1625).

death of Sir Lyonel Wright Fletcher (son of Walter Fletcher, above). The lordship descended through Hutton and Oddie's descendants: lords were John Oddie and Agnes (nee Hutton), wife of John Johnston (1807, 1814); William Oddie and Agnes Johnston (1822); William Oddie alone (1851) and his trustees in 1852. Subsequent lords were Harriet Anne Leslie (1853-); Barrington Price (1870-2); John Seddon (1873-84) and Seddon's trustees (1885-1904). By 1910, the Board of Agriculture and Fisheries owned one third of the manor, with Anne Seddon and Catherine Louisa Perfect. The manor's common land on Scales Moor appears to have been treated as separate from the manorial lordship after a stinting agreement of 1810 (see below, 1.3.1), though a subsequent stinting award of 1842 did acknowledge William Oddie to be lord of the manor.¹⁴ At Commons Registration, the owners of Scales Moor were recorded as Eric Robinson Hartley and Francis Bertrand Hart Jackson.

1.3 Common Rights

As in Eskdale, the predominant form of tenure within each of the manors in the Ingleton study area was customary tenantry. The area witnessed much tension in the tenantry disputes of the late 16th and early 17th century, but common rights were not among the major matters in contention between lords and tenants, though one of the Newby tenants' complaints in the 1560s was that the Duchy officer and his colleagues had enclosed or appropriated common land.¹⁵

Unlike Eskdale, the majority of common land in the Ingleton area appears to have long been stinted or 'gated'; that is the pasture rights on the commons are limited by number, rather than by the rule of levancy and couchancy. By the 17th century many of the lower sections of the moors had been appropriated as stinted pasture closes by groups of farms, leaving the higher reaches as unenclosed waste. In the higher division of Newby manor, this process was recalled in the early 19th century. Describing the holdings in the Southerscales area, the lord of the manor's surveyor wrote:

[T]hose Commons belonged to those few Farms, the lower part of which being Grass land of a better quality they walled off from the out Commons or Mountainous part using the Lower Commons for Cows & Cattle & the Higher or Heath for the Sheep. The Estates having right of Common upon those extensive Commons which contained upwards of 2000 Acres the proprietors agreed to stint them according to the magnitude of their farms.¹⁶

The chronology of this separation is not stated but the result was that holdings in the manor consisted of inbye land, stints on the stinted pastures and a common right on the waste. For example, in 1867, Francis Kidd inherited an estate at Brunscar, consisting of several closes of land, 7½ cattlegates in Winterscales Cow Close, 53⅙ sheepgates in Brocket Hole, and 1 cattlegate in Littledale, together with common rights on Whernside.¹⁷

It is perhaps useful to discuss the history of the enclosed stinted pastures on the lower slopes separately from the surviving manorial waste.

¹⁴ Scales Moor papers (private): stinting agreement, 1842 (typescript copy).

¹⁵ Hoyle, 'Lords, Tenants, and Tenant Right', pp. 38-63, p. 48.

¹⁶ WYRO WYL 524/209: 'First Draft Explanation of the Plan of the Higher Division', n.d. (early 19th century).

¹⁷ WYRO WYL 524/177: Newby court verdicts, 1868-1896, 26 April 1867.

1.3.1 Manorial Waste

Ingleborough Common, Scales Moor and the commons in the higher division of Newby manor (Blea Moor, Littledale, Cam End and Carrs) are now stinted commons: a central historical question is whether they were previously limited through levancy and couchancy or whether they have been stinted time out of mind, and if there was a switch from common *sans nombre* to a stinted regime, when and why this occurred. The main use-rights were to pasture, turbary, estovers and wood for house repair. Rights to soil, stone, and minerals were also important but often disputed between lord and tenants. Early evidence for the nature of pasture rights on these commons is sparse (see entries for individual commons in the supplementary ‘Ingleton: Commons’ document).

1.3.2 Stinted Pasture Closes

One of the registered commons in the case study area (Winterscales Pasture) takes the form of an enclosed, stinted pasture. It appears to be the sole survivor of a form of quasi-common land which was widespread in the locality. By the 17th century, a large proportion of the common land in the higher division of Newby manor had been organised into separate stinted areas, allocated to sub-groups of holdings. Indeed, in a survey of 1683 went so far as to claim that no manorial waste remained and suggested that these stinted lands were owned and controlled by the tenants:

We find that there are no wasts Moors or Comons within the said Manor but such as are all Instinted pastures and do belong to the said Customary Tenants & Tenements aforesaid & are not reputed, nor ever were wast grounds, but the said Customary rents (are and have been) paid for the same together with the said Customary Tenements & as well for the one as for the Other, And the same are now & always have been Stinted by the Tenants of this Lordship as they from time to time do think & have thought fit & Convenient. And the said Customary Tenants by their by-laws or agreement amongst themselves do for some years Stint the same to fewer or more Cattle gates as their occasions require which they have often done, & by the Custome of the said Manor may doe without the consent of the Lords or any of his Officers.¹⁸

Stinting is recorded from the earliest court rolls: in 1543 the tenants of Southercales and Lodge Hall (‘Inmanloge’) were presented for not keeping ‘le stynt’ with their animals on ‘le Sleyghtes’ [Sleights Pasture: see map], and later 16th-century presentments for ‘le overstinte’ and for putting animals on the common pasture ‘*supra le stand*’ (i.e. ‘above the stint’) suggest that stinting was widespread. Most of these stinted pastures had probably been physically separated from the waste by 1600: Sleights Pasture was clearly seen as a separate grazing ground, whether or not a wall separated it from the waste; from its name, Scar Close, also recorded in 1543, clearly was physically separate. Fell Close, on the slopes of Ingleborough, west of South House, is shown as an enclosure on a map of 1619.¹⁹ The presence of an ‘oulde close’ and a ‘Newe close’ at Winterscales in 1591 suggests continuing enclosure.²⁰ By the

¹⁸ WYRO WYL 524/143: Newby court of survey, 1683, copy made 1691.

¹⁹ PRO, MPC 235.

²⁰ WYRO, WYL 524/142, 13 Apr. 1543; 31 Aug. 1570; ‘33/34 Eliz.’

early 19th century much of the rough grazing land in the higher division had been appropriated by groups of tenants and were treated as if ‘belonging’ to them.

A manorial interest in the grazing, soil or game seems to have been conspicuously absent for long periods, and a legacy of remote lords and stewards seems to have allowed a high degree of autonomy in the exercise of common rights and sub-division of common land.²¹ Unsurprisingly, this process of appropriation by groups of tenants led to confusion over the legal status of land and rights, which came to a head in Newby manor when a new lord of the manor, James Farrer, took over in 1810. In 1812, Farrer sought legal opinion over whether he retained rights to soil and minerals within the stinted pastures. It was implied that by allowing tenants to enjoy the pastures for some considerable time without interference or exercise of the lord’s privileges, successive lords had weakened their own title in the land.²² There were also stronger accusations that tenants had been enclosing and stinting large areas of common without the lord of the manor’s knowledge or consent – suggesting that these enclosures were essentially illegal encroachments. In the case of South House Moor, it was suggested that -

The proprietors being so few & being all competent entered into an agreement appointing arbitrators or Commissioners who set out the allotments as they thought right & then the parties conveyed & released to each other in severalty. this was done without any application to the Lord of the Manor who was ignorant thereof & these enclosures never came under the attention of his Stewards. who resided at a distance & never came near the Manor but to hold the Courts which they hurried through as much as possible – by this negligence the Lord lost his right in those Commons & if the tenants should succeed in the present dispute the Lord of the Manor will have lost in the whole 1500 or 2000 Acres of land which must have been allotted for his interest in the Soil & which a very trifling attention on behalf of his Stewards would undoubtedly have secured to him.²³

Some – perhaps all – of these stinted pastures would seem to belong to a different order of common land, and a different class of *profit à prendre*, from that encountered at Eskdale. For example, it is likely that graziers on some of the stinted pastures enjoy a right of sole or several pasture, since the lord’s interests in the grazing have been granted away, lost or negated (there is no community of use between lord and tenants).²⁴

²¹ Of Birkwith Moor, it was stated that ‘the proprietors agreed among themselves & each fenced off an allotment fifty or sixty years ago’; and similarly, at Selside and South House Moor, ‘The Tenants of Selside having fenced off Sulber & Selside Fell Close the proprietors of Gill Garth Borrans, & South House took the remaining part of South House Moor & being only three in number about 50 or 60 years ago after obtaining the consent of the Proprietor of Cold Park who had a few Gates thereon agreed & fenced off their Allotments’, WYRO WYL 524/209: ‘First Draft Explanation of the Plan of the Higher Division’, n.d. (early 19th century).

²² WYRO WYL 524/209: Copy of opinion rel to rights, in Newby, 1812. Although the solicitor believed that the lord had originally been entitled to rights in the soil, he implied that the lord’s rights could have lapsed on those stinted pastures which had been enjoyed by the tenants without interference for more than 20 years. He advised that the lord make a point of exercising his rights in the remaining commons, and treat any further sub-division as trespass.

²³ WYRO WYL 524/209: ‘First Draft Explanation of the Plan of the Higher Division’, n.d. (early 19th century).

²⁴ See definitions of common right and sole or several right, G. D. Gadsden, *The Law of Commons* (London, Sweet & Maxwell, 1988), pp. 12-13.

It is evident that in some cases, stints or gaits came to be treated as rights in gross, and conveyed separately from holdings. Several surrenders of land in Newby manor in 1609 consisted solely of stints: 6 cattlegates in the two closes at Winterscales called ‘overclose’ and ‘netherclose’; 20 sheep gates in Sleights; 4 cattlegates in Cam Side; 2¹/₂ cattlegates in Netherlodgeclose.²⁵ When the manor was surveyed in 1683, holdings consisting solely of stints were recorded on Sleights (4 entries), Thwaite, Winterscales pasture close and Bleamoor. The principal holding of at least one of the tenants of these stints was outside the manor.²⁶

The legality of transferring beastgates did not go without question: in 1812, the lord of Newby asked whether his court should refuse to allow the admittance of beastgates separately from holdings – in order to emphasise that stints were appurtenant common pasture rights and thus safeguarding the lord’s claims to the soil.²⁷ Despite this, stints have continued to be sold, or let by private agreement or at auction.²⁸

Measurement of Stints.

Stints or ‘gates’ are often specified as being beast, cattle, or sheep gates. In the late 16th/early 17th century most stints were expressed as ‘cattlegates’ but there are also references to ‘beaste gates’ (in Winterscales old close), ‘sheepe gates’ (in Sleights) and ‘ewesgates’ (in the ‘Lambe pasture’ at Borrins).²⁹ As elsewhere, a formula was used to convert a stint expressed in cattlegates or beastgates into a pasture right for other species: the modern formula on Blea Moor is that four sheep can be grazed for one beastgate and 10 sheep for one horsegate.³⁰ Indeed, the formula ‘4 sheep gaits = 1 cattle gait’ seems to be standard on a number of the commons and pastures in the case study area (see 1.3.1 above). The stinting agreement for Scales Moor, made in 1842, went so far as to determine stints according to the breed of sheep, reflecting the different grazing impact of the animals: thus 1 cattlegate was equal to 5 black faced ‘Scotch’ sheep or 4 white faced (also described as ‘Lowland’) sheep.³¹

The term ‘gate’ seems to be used both to mean a numerical limit (a grazier might be said to have 10 sheep gates) and to denote a specific area of the common (similar to a ‘heaf’ in Eskdale). George Mason of Lodge Hall Farm describes how: ‘Once a sheep has been heath bred within a gait it will stay within that gait and its lambs will too ... We used to have a gait going straight up the fell. We never fenced it in but our sheep always knew where the gait began and where it ended.’³²

There is some evidence that the ‘size’ of a stint might vary with time. In 1828 Newby court verdict recorded that Michael Jackson had died leaving, *inter alia*, four

²⁵ WYRO, WYL 524/142, 10 Jul. 1609.

²⁶ WYRO, WYL 524/143, Newby Survey 1683. Jeffrey Tennant, holding 2 cattlegates in Thwaites, was tenant of Chapel House, Ingleton manor, just across the manorial boundary.

²⁷ WYRO WYL 524/209: Copy of opinion rel to rights, in Newby, 1812.

²⁸ G. Tyler, *Sheep, Steam & Shows* (Committee of the Ribbleshead Sheep Show, 2002), p. 9.

²⁹ WYRO, WYL 524/142, 33/34 Eliz; 10 July 1609.

³⁰ Tyler, *Sheep, Steam and Shows*, p. 10.

³¹ Scales Moor papers (private): stinting agreement, 1842 (typescript copy); minute book, 1901-1991.

³² Tyler, *Sheep, Steam & Shows*, p. 9.

sheepgaits, ‘old stints’, or three sheepgaits, ‘new stints’, on Sulber – suggesting that the value of stints there had been reduced, perhaps to ease stocking pressures.³³

2. Local Governance Institutions

2.1 Manorial Courts

Manor court records survive for Ingleton manor for the year 1505-6, and from 1749 to 1934 (together with two stray eighteenth-century presentments); for Twistleton and Ellerbeck manor for 1739 to 1928; for Newby manor for 9 years between 1543 and 1620 and from 1739 to 1934; and for Clapham from c.1699-c.1925.³⁴ Newby, Clapham and Ingleton manors are thus better documented than Twistleton & Ellerbeck. However, there is a general paucity of grazing byelaws or presentments concerning common rights in the surviving manor court records, suggesting that the courts were less significant management institutions in this case study area than was the case in Eskdale. The separation (and, often, enclosure) of stinted pastures from the manorial wastes, combined with non-resident lords, suggests that those exercising common rights operated with a degree of autonomy from the manor court.

2.2 Transition from Manorial to Post-Manorial Institutions

2.2.1 Demise of the manor court

Manor court sittings in the manors of Ingleton and Newby continued into the early twentieth century, generally ending around or just after the Law of Property Act 1922, but it is clear that interest in court control of common land had been limited long before this period. There are some obvious signs of decline: jury numbers in Newby (for both the High and Low Division) fell over time, with as few as four or five recorded in the nineteenth century.

2.2.2 New management institutions

Further research is required before it is possible to draw conclusions about post-manorial management of the commons and stinted pastures in the study area. To date, instances of formal management institutions have been identified for Ingleborough,

³³ WYRO WYL 524 : Newby court verdicts, 1828-1840, 9 January 1828.

³⁴ Ingleton: court roll, 1505-6 (PRO SC 2/211/68); presentment, undated 18th century (North Yorkshire Record Office (Northallerton) [hereafter ‘NYRO’], ZXF/3/3/4); presentment, 1718 (NYRO ZXF/3/3/2); court rolls, 1749-1835 (Yorkshire Archaeological Society (Leeds) [hereafter ‘YAS’], MD335 box12); court book, 1771 (YAS MD335 Box 27); verdict, 1795 (NYRO ZXF/3/3/3); court books (4), 1820-1934 (NYRO ZUC/1/3/2-5). Twistleton & Ellerbeck: court books (2), 1772-1928 (CRO(K) Acc 18 WD/PP Box 3). Newby: court rolls, 1543-1620 (WYRO, WYL 524/142); verdicts, 1771-1896 (WYRO, WYL 524/177, 524/237, 524/239, 524/249; 524/253); court books (4), 1801-1934 (NYRO, ZUC/1/4/1-4). Clapham: court rolls, 1699-1710 (WYRO, WYL/179, 181); verdicts, 1699-1709 (WYL/184); court book, c.1700-1750 (WYL/178); verdicts, 1725-1730 (WYL/187); court roll, 1722 (WYL/180); court roll, 1727-1757 (WYL/192); verdicts, 1758-1901 (WYL/174, 236); court book, 1758-1925 (YAS MD335 box 19); court roll extracts, 1783-1833 (NYRO, ZTW/11/2/3; court book, 1833-1925 (NYRO, ZUC/1/2/1). Note: viewing of records is still in progress..

Scales Moor, Blea Moor, Littledale and Newby Moor (see 3.3. below, and individual entries in the supplementary document, ‘Ingleton: Commons’).³⁵

3. Local Governance Mechanisms and Regimes

3.1 Manorial Byelaws

As noted above, the role of the manor courts in regulating common land in the case study area was weakened by the autonomy that accrued to tenants by the presence of stinted pastures. The surviving records for the manor of Twistleton and Ellerbeck are particularly empty of land management; thus the discussion below concentrates on Ingleton and Newby.

Ingleton

Surviving manor court verdicts contain very few references to the management of common land. Only one significant verdict stands out: in 1821, the court ordered that people would be amerced (fined) 1s per square yard of soil that was removed from the commons or waste grounds in the manor, implying that soil removal was a problem (cf. Newby, below). The same court appointed a pinder (see below, 3.2), and set out the fines for those whose animals were found straying; whether these orders represented new arrangements is unclear.³⁶

Newby

The manor of Newby was divided into two divisions – the Lower Division, and the Higher or Mountain Division, the court recording the business of each division separately and appointing separate juries for each. During the nineteenth-century legal disputes, tenants questioned whether customs and rights associated with one division were applicable to the other: tenants of the Higher Division seemed to be claiming theirs to be a separate, autonomous manor. This was contested by the lord. Between c.1739-c.1830, the court regularly amerced suitors and jurymen for non-appearance – perhaps a sign of diminishing support for the court’s authority.

The early surviving court rolls (for nine years between 1543 and 1620) imply the existence of a body of byelaws (or ‘pains’) which has not survived. The earliest surviving court record (1543) includes presentments for chasing livestock on the common pasture with dogs ‘against pain’ and for keeping oxen ‘beyond *le stynt*’, again ‘against pain.’ A presentment against the tenants of Gayle (‘Raysegaile’) for not keeping ‘their order of byrlaw’ (*non custodiverunt ordinem s’ birelagii*) suggests the existence of local hamlet meetings termed ‘byrlaws’ (*birelagii*), at which

³⁵ Ingleborough Estate Office, Clapham: ‘Ingleborough Fell Minute Book [1927-2007]’, with the kind permission of Dr. John Farrer; WYRO WYL 524/209: Agreement to stint Scales Moor, 16 January 1810; Agreement to stint Scales Moor, 1842 (typescript copy), and minute books of the annual stintheolders’ meeting [1884-1898, 1901-1991] with the kind permission of Mr J. Metcalfe, Manor House Farm, Ingleton; Tyler, *Sheep, Steam & Shows*, p. 10; Ingleborough Estate Office, Clapham: ‘Littledale Stinted Pasture Minute Book, p. 9; Ingleborough Estate Office, Clapham: ‘Littledale Stinted Pasture Minute Book [1930-1939]’, with the kind permission of Dr. John Farrer; Natural England, ‘Condition of SSSI Units: Newby Moor’, tabular data from NE staff member Philip Eckersley (accessible via Natural England SSSI site: www.english-nature.org.uk/Special/sssi, compiled 1 August 2007).

³⁶ NYRO ZUC 1/3/2: Ingleton court book 1820-1854, 11 August 1821.

regulations for day-to-day farming practice were drawn up, comparable to those recorded elsewhere in the Pennines.³⁷ Such grassroots decision-making would appear to be confirmed by reference in 1683 to the existence of ‘by-laws or agreement’ about stints made amongst the tenants themselves, without the consent of the lord of the manor.³⁸ Presentments by the jury for the upper (or ‘mountain’) division of Newby manor (the jury *pro montibus*) record illegal grazing and turf cutting, breaking stints, encroachments on the waste, and hounding of livestock and suggest a structure of manorial administration – probably involving the formal meeting of the court upholding byelaws agreed at hamlet level – that enabled Newby court to provide active oversight of common rights in the 16th and early 17th centuries.

The later records of the court of Newby (e.g. verdicts and court books covering the period c.1739-c.1890) show a higher level of activity than the court of Ingleton in the modern period, though common land business still seems to be a sporadic rather than systematic concern. There seems to have been only one order relating to stocking (see 3.2 below), but there were references to the appointment of a pinder, and the penalties he could impose (see 3.2, below). However, by far the most significant resource issue for the court was the removal of peat, turf, heather, soil and stone from the commons. One of the jury’s concerns was that resources were being exploited in a destructive manner. Thus, for example, in 1741, a pain was laid –

by the Inhabitants of Higher Division in Ingleton Fell that if any person or persons shall Dig, Delve or get Turf in any of the several & respective Pastures belonging to the Inhabitants of the Upper Division of the sd. Ingleton Fell and shall negligently or wilfully leave any part of the same uncovered with the top Soil or any pit or other Hole Digged as aforesd. without a Sufficient Grip [drain] or Grips to free an Clear the same from water to forfeit to the Lord of the manor the Sum of thirteen Shillings and four pence for every Offence or Default The Bailiff or any other Person or Persons having any Common in the pastures aforesd. to present.³⁹

Burning of turf, soil and lime was also problematic. In 1748, in the Lower Division, it was ordered that there would be a fine of 10s on anyone who should ‘Cut up and Burn any Sodds or make any Soddkilns on Newby low Moor being within and parcel of this Manor’, and a pain of 10s on any person who shall ‘burn any Lime kiln or Lime kilns there constructed or Surrounded with Sodds and keep the same Burning above one Week at any one time.’⁴⁰ A similar order in 1774 gives a clearer impression of the use to which burned material was put: the court recorded that ‘several persons of late years have digged Delved and graven up great quantities of the Comons or Waste Grounds within the lower division of this Manor to burn into Ashes and mix the Soil with Lime and sometimes lead the Soil into their inclosed Grounds for the Improvement thereof.’ The jury ordered future offenders to be amerced 5s for every yard taken.⁴¹

³⁷ Winchester, *Harvest of the Hills*, 42-5.

³⁸ WYRO WYL 524/143: Newby court of survey, 1683, copy made 1691.

³⁹ NYRO Ingleborough Estate provisional list: Box 16/6, Newby court roll, 1739-1810, 21 April 1741.

⁴⁰ *Ibid.*, 21 April 1748.

⁴¹ WYRO WYL 524/249: Newby verdicts, 1771-1810, 7 April 1774.

The court also sought to control the burning of heather, though not outlawing it: in 1753, the court recorded that ‘Whereas Great abuses and much Damage (to our certain knowledge) have been often committed upon Ingleborough within the Liberty of Newby, by the burning of Ling in order to get flaughes [sods]; to prevent which abuses we lay a paine of one pound Ten Shillings upon any person who shall for the future burn any Ling where it seems impossible to extinguish the fire, or upon any person who shall burn a greater Quantity of Ling upon that Common than is Sufficient to get Twenty cartloads of flaughes.’⁴²

Removal of sods (‘flaws’), seemingly for sale, was a recurring cause for concern. Equally, however, lords of the manor perhaps stood to benefit from receiving a fine for each cartload of material taken away. Throughout much of the 1750s, ’60s and ’70s, the jury complained of the removal of ‘flaws’ or turfs from common lands in the area, including Ingleborough, Bentham Moor, Newby Moor, and Burn Moor and ordered offenders to be amerced for every cart load taken (some exceptions were made, e.g. flaws taken from the commoners’ own designated mosses, and flaws sold to the Poor House).⁴³ Indeed, a byelaw regarding soil, stone and ‘flaws’ was reiterated almost every year annually between 1775 and 1784, suggesting a peak in offending. Thereafter, it seems to receive only infrequent mention, though the court imposed the swingeing penalty of £5 for ‘paring digging & otherwise injuring the Surface of the Common of Newby Moor’ in 1796.⁴⁴ The problem continued, however: in 1822 the lords of Newby manor (James William Farrer and Oliver Farrer) complained that the tenants had ‘openly & grossly violated all custom & right in conveying Turf out of the Manor & in destroying a considerable portion of Newby Moor by cutting & carrying away the surface & even by burning it into Ashes on the Moor.’⁴⁵ In 1830, the court recorded ‘great Injury done to the Newby Common by persons graving prickings and top sods and destroying the herbage and by gathering the dung of Cattle and selling the same,’ and ordered anyone found committing the offences to be amerced 5s.⁴⁶

3.2 *Manorial Enforcement and Penalties*

Ingleton

There are almost no records of contraventions of byelaws or amercements (fines) in relation to use of common land in the court books consulted, with the exception of a presentment of an encroachment of 300 yards made on Storrs Common. No penalty or corrective action is recorded for this offence.⁴⁷

There is, however, more substantial evidence of policing through the appointment of a pinder, on a fairly regular basis, at courts held in 1821, 1827, 1828, 1834, 1839, 1840,

⁴² NYRO Ingleborough Estate provisional list: Box 16/6, Newby court roll, 1739-1810, 4 May 1753.

⁴³ Ibid., Newby court roll, 1739-1810 and WYRO WYL 524/249: Newby verdicts, 1771-1810.

⁴⁴ WYRO WYL 524/249: Newby verdicts, 1771-1810, 7 April 1796.

⁴⁵ NYRO ZUC 1/4/1: Newby court book, 1801-1925, 4 April 1823 (jurors’ ‘memorial’ and lords’ correspondence copied into court book at this date).

⁴⁶ NYRO ZUC 1/4/1: Newby court book, 1801-1925, 16 April 1830.

⁴⁷ NYRO ZUC 1/3/3: Ingleton court book, 1831-1895, 1 December 1886.

1886 and 1888, suggesting that some policing of stocking was occurring at this time. It is not clear whether individuals remained in post in between these appointments, or new appointments were made without record in the court books.⁴⁸ The pinder of Ingleton was empowered to remove all stray animals from the highways and lanes, and any cattle found grazing on the commons and wastes where the owner had no right to graze, and to exact fines from the owners. Thus, in 1821, he was instructed to charge the owners 1s per horse or cow, each with a calf, 6d per sheep, 3d per goose and 1s 6d per score of geese, 2s per pig and 6d per ass, ‘and for every person bringing any Goods to the Fold 4d as usuall for each persons cattle’.⁴⁹ Re-statement of the pinder’s fines for stray or trespassing animals was made infrequently, with the level of penalty varying. Thus, in 1827 the amercement was 1s per head of horses, mares, foals, asses, mules, cows, calves, sheep and pigs, and 2d per head for geese, while in 1828 (at a winter sitting of the court) it was reduced to 6d per head for the larger goods, rising again in 1840 to a similar level as set out in 1821.⁵⁰ Though the continued appointment of a pinder suggests a desire to exclude the animals of those without grazing rights, there is no obvious record of attempts to check or police the numbers of animals grazed by those *with* rights.

Newby

As noted above (sec. 3.1), Newby court was active in policing and enforcement of rules governing the exercise of common rights in the 16th and 17th centuries. The later series of court records would seem to contain only one case of overstocking, in 1811, when the offender was amerced the swingeing sum of £1 19s. 11d. for ‘surcharging’ Newby Moor.⁵¹ Encroachments on Newby Moor were policed in the early 19th century.⁵² These cases perhaps indicate that Newby Moor, in the Lower Division of the manor, was still under the control of the court, whereas stocking of lands in the Higher Division appears to have been largely autonomous by this date.

As in Ingleton, appointments of a pinder to impound stray or trespassing animals are recorded in the Newby court records. It is unclear whether the post was occupied at all times, or only when the court formally recorded an appointment. It would seem that the pinder was appointed by the court of the Lower Division only, and therefore probably did not operate in the Higher Division. The penalties that the pinder was expected to charge, recorded in 1826, were: 6d per horse, 4d per cow, 2d per sheep, 1s per pig without a ring, 6d per ringed pig, and $\frac{1}{2}$ d per goose.⁵³ Further appointments of a pinder are recorded in 1845, and then almost annually between 1852 and 1868. Later entries suggest that the court was finding it difficult to fill the post: in 1874 a salaried appointment was made; in 1875 the jury recorded that, though they believed it their duty to appoint a pinder, ‘there is not a fit and proper person here today.’

⁴⁸ NYRO ZUC 1/3/2-3: Ingleton court books 1820-1854, 1831-1895.

⁴⁹ NYRO ZUC 1/3/2: Ingleton court book 1820-1854, 11 August 1821. (Note that the word order in the original is ambiguous – it could be read as 6d per calf and 3d per sheep, but this seems an unlikely ratio).

⁵⁰ NYRO ZUC 1/3/2-3: Ingleton court books 1820-1854, 1831-1895.

⁵¹ WYRO WYL 524/239: Newby verdicts, 1811-1827, 11 April 1811.

⁵² NYRO ZUC 1/4/1: Newby court book, 1801-1925, 19 April 1816, 16 April 1830.

⁵³ NYRO ZUC 1/4/1: Newby court book, 1801-1925, 31 March 1826.

3.3 *Post-manorial governance mechanisms.*

As early as 1683 the separation (whether physical or merely notional) of blocks of moorland as stinted pastures, led the surveyor of the Higher Division of Newby manor to conclude that no manorial waste survived (above, 1.3.2). Thus, though manor courts continued to be held, most pasture rights were, in effect, managed outside the courts. Consequently, it is probably a mistake to view the manorial/post-manorial watershed in quite the same light in this case study area as in Eskdale. Since there seems to have been autonomy in management from a relatively early stage, it is possible that there is underlying continuity in governance and management strategies, outside and irrespective of the manor courts. The fading or collapse of manor courts might not have left the institutional vacuum experienced in Eskdale, as communities of graziers were already relatively well organised on stinted pastures.

The grassroots byelaws made by hamlet communities in the Higher Division of Newby manor (above, 3.1) suggest a long tradition of what would be, in effect, stint-holders' meetings. In 1683 it was stated that by using such byelaws, hamlet communities could 'for some years Stint [their stinted pastures] to fewer or more Cattle gates as their occasions require', suggesting an active flexibility which enabled communities to respond to changing economic and environmental circumstances.⁵⁴

In the period since 1800, several formal stint-holders' organisations have been identified (above, 2.2.2) and further work is required, both to ascertain whether other, similar institutions existed and to understand what prompted their formation (and when), and whether they represented a development from pre-existing informal meetings (such as hamlet 'byrlaws'). It is apparent that new policies and practices spread from pasture to pasture, probably under the influence of the Ingleborough Estate: in 1934 the gait holders of Littledale asked that the Ingleborough Estate's agent should 'draw up Rules for Littledale Pasture on similar lines to those which are now in force on Bleamoor and Camm End Stinted Pastures'.⁵⁵ A key concern of the stintheolders' meetings was shepherding, particularly the employment of shepherds by groups of stintheolders, as recorded in the surviving minute books for Ingleborough, Littledale and Scales Moor. The Scales Moor minute books (1884-1898, 1901-1991) record a formal annual appointment, but it was reputedly the custom for candidates for the post of shepherd to assemble on the Moor; the gait holders would then vote on who should be employed for the ensuing year.⁵⁶

The emergence of new governance mechanisms on Scales Moor are of additional interest because of an initial false start: a stinting agreement drafted in 1810 seems to have fallen into disarray when graziers disputed each other's grazing rights; a new and more formal stinting agreement was produced in 1842 to resolve the situation, with the valuer and commoners assessing how many animals the common could bear (800 sheep) and apportioning grazing rights accordingly. This new agreement contributed towards a more stable period of management, with annual stintheolders' meetings

⁵⁴ WYRO WYL 524/143: Newby court of survey, 1683, copy made 1691.

⁵⁵ Ingleborough Estate Office, Clapham: 'Littledale Stinted Pasture Minute Book [1930-1939]', 6 April 1933.

⁵⁶ Scales Moor papers (private): minute books, 1884-1898, 1901-1991; Tyler, *Sheep, Steam & Shows*, p. 9.

regulating the appointment of a shepherd, repairs to infrastructure, closure periods, and so on.⁵⁷

On a number of the commons in this case study area, particularly those of the higher division of Newby manor belonging to the Ingleborough Estate, the development of post- (or extra-) manorial governance mechanisms and bodies must be seen in the context of the landowners' interest in grouse moor. It could be suggested, for example, that the estate's interest in facilitating new institutions, shepherds, grazing rules and stint rates in the nineteenth and twentieth centuries stemmed in part from a desire to protect or create the appropriate conditions for grouse, and that these institutions provided a vehicle by which competing interests could be negotiated. Though the purpose was not directly stated, in 1932 the estate compensated gaitholders on Littledale at the rate of 3s per head for reducing stocking numbers: it seems likely that graziers had been asked to reduce numbers in order to provide the necessary environment for grouse.⁵⁸

Though significant conflicts over shooting rights do not generally appear in the records of the twentieth-century stint holders' meetings, they do sometimes deal with minor infractions or disputes over the lord's rights to game. Thus at a meeting of the Ingleborough Fell Commoners in February 1935, one of the commoners complained that snares had been set before 19 October and sheep had become caught – the agent resolved to consult the head keeper.⁵⁹ At a later meeting the keeper reported that 'unauthorised' persons were putting snares on the fell: the agent asserted that the lord had sole right to take rabbits, and that he allowed commoners to take rabbits on 'sufferance' between 11 December and the end of February, and then only with ferrets, not snares.⁶⁰ Though this is evidence of possible competition in the exercise of rights, it is also apparent that the meeting operated as a forum where such conflicts could be dealt with.

Another area of interest is the relationship between governance, shepherding and gamekeeping. Shepherds were a key element of the new breed of management bodies yet their role was sometimes contested, with graziers requesting to herd their own animals. There also seems to have been some concern that shepherds appointed by the estate would be viewed as unofficial gamekeepers by graziers: in 1934 the estate took over the payment of the shepherd employed on both Littledale and Winterscales, and the agent sought to reassure graziers that their interests would not be sidelined (the agent 'impressed' upon the Littledale stintholders meeting that 'the shepherd was there to look after their sheep and for their benefit as well as that of the Estate generally').⁶¹ Elsewhere, however, the distinction between gamekeeping and shepherding was less clear. In 1927, the man elected as shepherd by the Ingleborough Fell commoners was also the 'Game Watcher' on the moor; it was decided that his new role as shepherd would not prevent him from performing his duties as 'Watcher'

⁵⁷ Scales Moor papers (private): stinting agreement, 1842 (typescript copy); minute books, 1884-1898, 1901-1991.

⁵⁸ Ingleborough Estate Office, Clapham: 'Littledale Stinted Pasture Minute Book [1930-1939]', 25 January 1932.

⁵⁹ Ingleborough Estate Office, Clapham: 'Ingleborough Fell Minute Book [1927-2007]', 4 February 1935.

⁶⁰ *Ibid.*, 11 March 1938.

⁶¹ Ingleborough Estate Office, Clapham: 'Littledale Stinted Pasture Minute Book [1930-1939]', 1 March 1934.

and indeed a later entry suggests that the shepherd's job description had developed to include game watching and driving grouse across the fell.⁶² Thus the significance and purpose of shepherding in post-manorial governance is perhaps more complex than at first appears.⁶³

The post- (or extra-)manorial grassroots governance institutions must also be seen in the context of changing patterns of landholding. The amalgamation of holdings since 1800 meant that that grazing rights came to be held and exercised by fewer holdings in the mid to late twentieth century: as a result, the employment of shepherds ceased in the 1940s. The aggregation of gaits into fewer hands probably simplified management and perhaps reduced the need for, or feasibility of, formal management bodies. Gayle Moor, for example, which had been used by the group of four tenements at Gayle was in the hands of a single occupier by 1839 and was not registered as common land under the Commons Registration Act. Presumably any governance mechanisms which had been in place when it had been a shared pasture were redundant once it had, in effect, become the private pasture of one holding.⁶⁴

4. Historical Concepts of Sustainability

4.1 *Ecological sustainability*

The most direct evidence of historical concern for ecological sustainability comes in the attempts to limit physical damage to the surface of common lands in Newby manor through the removal of soil and burning of turf in the late 18th and early 19th centuries. The terminology used by the manor court ('Great abuses and much damage', 'injuring the surface of the Common', a 'great Injury' done to the common, 'destroying the herbage') indicate a direct concern for its physical condition, as does the concern over unlawful gathering of dung (thereby damaging fertility).⁶⁵ The order made in 1741 to cover peat holes properly and allow sufficient 'grips' or drainage is perhaps an example of sustainable land management – ensuring that extraction did not have an adverse impact on the stability of land and resource.⁶⁶

On the whole, however, many of the controversies have a social dimension and are directed towards social sustainability rather than an obvious sense of landscape ecology. For example, in their dispute with the lords of the manor over the sale of turf, the jurors of Newby said they were acting to preserve and pass *custom* on to

⁶² Ingleborough Estate Office, Clapham: 'Ingleborough Fell Minute Book [1927-2007]', 27 April 1927. On 2 February 1934, the Ingleborough agent reported to the commoners' meeting that there was no longer a need for the shepherd's services as game watcher or for driving grouse across the fell, because there were not enough grouse to warrant the payment and there had been no grouse shooting of late.

⁶³ Ibid. See in particular entries for 1928 and 1931, when a number of graziers were requesting to shepherd their own sheep.

⁶⁴ Tyler, *Sheep, Steam and Shows*, p. 10. Gayle Moor, owned by Oliver Farrer; occupied by: Francis Parker in 1839 (Ingleton Tithe plan, parcel no. 1481), was said (early 19th cent) to have been shared by High Gale, Low Gale, Raise Gale and Gate Cote: WYRO, WYL 524/209.

⁶⁵ WYRO, WYL 524/249, Newby verdict 7 Apr. 1796; NYRO, ZUC 1/4/1, Newby court book 1801-1925, 16 Apr. 1830.

⁶⁶ NYRO Ingleborough Estate provisional list: Box 16/6, Newby court roll, 1739-1810, 21 April 1741.

posterity ‘in its Pristine state’.⁶⁷ In this case, ‘custom’ seems to have stood for a fair or acceptable distribution of resources: a particular way of balancing use rights in the land. Ecological sustainability seems therefore to have been an implicit component of social or cultural sustainability, rather than the most immediate and overriding object.

One historical activity which has particular relevance to contemporary ecological concerns is the carrying out of ‘gripping’ (cutting of drainage channels). Though not a new practice, gripping was heavily promoted in the mid twentieth century, with mechanical equipment enabling miles of channels to be cut in peat moorland: the Ingleborough Fell Commoners minute book includes numerous references to gripping being carried out to aid drainage of boggy areas. Today, however, regulatory bodies are seeking to reverse gripping in many moorland areas, where the open channels have led to erosion, flooding, and the drying out of peat habitats. The lines of gripping can be seen quite clearly in the landscape today.⁶⁸

4.2 *Equitable access to resources*

On the surface at least, the documentary evidence would seem to suggest that the greatest cause of access disputes and of conflicting demands was the extraction of soil, stone and turbarry – usually engendering problems between lords and tenants. By comparison, access to grazing seems to have garnered fewer internal disputes within each of the manors. Perhaps the relative stability brought by the allocation of certain areas of common to specific groups of holdings, and/or the stinting of pasture rights, made access to grazing a less contentious issue. Moreover, an ability to sell and/or lease stints in some of the pastures meant that it was possible to acquire additional access by legitimate means.

It is probably significant that contemporaries considered there to be a surfeit, or at least sufficiency, of common grazing available in the Higher Division of Newby manor in the early 19th century. Thus the Bruntscar group of farms was described as having ‘Commons more than sufficient for them’; the High Gale group as enjoying ‘as much of the Common as they wanted’; the hamlet of Selside as having had ‘plenty of Common’. Furthermore, the fact that the Selside tenants had ‘suffered’ (i.e. ‘allowed’) an intrusion by the tenants of Austwick was used as evidence of the *excess*, rather than shortage, of common land. The hamlet of Selside had lost ‘six or eight hundred acres on the Commons of Ingleborough’ through encroachments by tenants of Austwick within the previous century, ‘which shows very strongly the superabundance of Commons in Newby.’⁶⁹ The implication here is that had common grazing been in short supply, such rights of access would have been more vigorously defended. It should be noted that the description of the Newby commons was written from the point of view of the lord of Newby, who believed he was due compensation from his tenants for their enclosure of stinted pastures: by suggesting that they had more grazing resources than they needed, he no doubt bolstered his claim. But it is

⁶⁷ See Section 3.1.

⁶⁸ Ingleborough Estate Office, Clapham: ‘Ingleborough Fell Minute Book [1927-2007]. See for example entries of 4 February 1949 and 3 February 1950. Grips could also cause problems for stock: on 1 February 1952 it was reported that ‘some Grips were now too deep owing to their being washed out, and were a source of danger to sheep. It was decided that nothing could be done to remedy this.’

⁶⁹ WYRO WYL 524/209: ‘First Draft Explanation of the Plan of the Higher Division’, n.d. (early 19th century).

still an interesting explanation for the ease with which groups of tenants could encroach, stint and subdivide common land, without, it seems, major legal arguments over access or conflicting land uses.

One complicating factor in the Ingleton case study area is that equitable access did not merely involve balancing access between members of the same manorial community, but also continuing disputes over rights on the wastes between different manors or groups of stint holders. Thus, for example, while to contemporary eyes, Ingleborough appears to be a single and coherent common land unit, this was historically a landscape of manor boundaries, closely defined grazing areas and rules of intercommoning – enjoyed and disputed by the tenants of at least five different manors. Unsurprisingly, the documentary record shows that disagreements over boundaries, access and exclusion were not uncommon. For example, it was argued that the tenants of Austwick established a right to depasture on lands allotted to Newby, at the expense of the tenants of Newby. In 1683, it was claimed that:

the Tenants of Austwick have of late intruded themselves to Intercomon upon some of the Pastures of this [Newby] Manor – not having (as we conceive) any right at all thereto: And we find that no overshot of Comon ever was or now is paid or ought to be paid to the Lords of this Manor by any person or persons whatsoever to our knowledge.⁷⁰

The counter-claims over turbary and grazing rights on disputed ground between the manors of Twistleton and Thornton in 1575 is another example of similar contention.⁷¹ Rights and boundaries did not have to be in dispute in order to compromise equitable access and stocking management. Boundaries might be legitimate and undisputed, but the lack or disrepair of fences and walls, and the falling away of shepherding, could make rules of access and exclusion hard to enforce. For example, the Littledale Stinted Pasture book (1930-1939) details a struggle to turn sheep back from the neighbouring pastures of Blea Moor and Deeside (in Dentdale), with a ‘patrol shepherd’ (in addition to the general shepherd) employed to monitor boundaries.⁷²

4.3 *Conflicting demands*

The most direct evidence of competing demands on common resources comes in the attempts to prevent the burning of turves and removal of soil and stone which would have damaged the quality of the grazing and thus impinged on the exercise of pasture rights. Another possible area of conflict was between grazing and game rights: whilst open conflicts between grazing and game interests are generally absent from the management records studied to date (study of correspondence and further estate records might contradict this, however), the Ingleborough Estate’s interest in grouse moor management is evidently an important backdrop to the policies and practices negotiated between estate and graziers (see 2.2 and 3.3 above). In the modern period, the advent of tourism and recreation (especially walking and caving) is also an important factor, and has sometimes proved a source of conflict between agricultural, conservation and recreation interests. Ingleborough and Whernside form part of the famous ‘Three Peaks’ of the Yorkshire Dales and experience heavy visitor pressure:

⁷⁰ WYRO WYL 524/143: Newby court of survey, 1683, copy made 1691.

⁷¹ PRO, E134/17 Eliz./East. 7.

⁷² Ingleborough Estate Office, Clapham: ‘Littledale Stinted Pasture Minute Book [1930-1939]’. See in particular the entry for 7 March 1936.

late twentieth-century records refer to problems such as dogs loose on the fells, footpath erosion, damage from vehicles, and unlawful camping.⁷³

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November 2007
Revised July 2008

⁷³ On the issue of sheep worrying and activities such as walking, potholing, and driving vehicles, see for example entries in the Ingleborough Estate Office, Clapham: 'Ingleborough Fell Minute Book [1927-2007]', between 1985-2007; and for entries regarding encampments of 'Hippies', see entries from 1992-1996. See also the Scales Moor minute book entry for 1991, recording damage to walls and stiles - Scales Moor papers (private), minute book 1901-1991.