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**A CERTAIN FREEHOLD MINERAL ESTATE KNOWN AS THE  
FOX OAK COLLIERY  
Grid Reference SO 945863**

N.A. Chapman

**INTRODUCTION**

During my research into documents held by the Halesowen Library, I found three interesting papers relating to Fox Oak Colliery, Rowley Regis. The first two documents relate to a court case concerning the breaking up of a partnership following the death of one of the partners. The third document relates to the sale of this colliery following the court case and shows the type of equipment necessary to work a typical small Staffordshire mine.

This article unfortunately only covers a very short period of this colliery's life. We know nothing about the early years of this venture, neither do we know anything about the end. We have a sudden, short glimpse of a difficult situation which developed fairly suddenly with the death of one of the partners.

In 1866, Job Cartwright, Adam Pearson and Richard Williams, purchased freehold Fox Oak Colliery at Cradley Heath in Rowley Regis, Stafford, also "sundry plant and chattels". The colliery, plant and chattels were conveyed to them as joint tenants by an Indenture dated 27th July 1866.

By another Indenture on the same day they mortgaged the premises to secure part of their purchase money. They subsequently paid off their mortgage and by an Indenture dated 28th June, 1872, had the premises reconveyed to them as partnership property, freed from mortgage. Previously some pieces of surface land had been sold with the consent of the mortgagees.

Cartwright, Pearson and Williams purchased the colliery and other premises with the intention of working them as partners, which they did. This was done on the terms that they were all equally interested in the assets and profits of the partnership.

In May 1874 it was agreed between them that Pearson should sell his share to the other two. In June 1874 Cartwright and Williams jointly borrowed money from the Stourbridge and Kidderminster Banking Company to pay for Pearson's share of the colliery. They deposited the deeds of the Colliery with the Banking Company as security for the loan. When the bank manager made his statement to the court on 2nd April, 1878, they owed £2,806.17.0d.

On 15th May, 1874 the original partnership was dissolved. The following announcement was published in the "London Gazette" of 5th June, 1874, and signed by the three men.

"Notice is hereby given that the partnership heretofore subsisting between us the undersigned, Job Cartwright, Adam Pearson and Richard Williams

carrying on business as coalmasters at Fox Oak Colliery, Cradley Heath, Brierley Hill in the county of Stafford under the style or firm of Cartwright, Pearson and Williams was dissolved on the 15th day of May inst. and that the said business will henceforth be carried on by the said Job Cartwright and Richard Williams. As witness our hands this 24th day of May, 1874.”

Until Cartwright died on 7th November 1874 he and Williams carried on the business of coalmasters in the same manner as the three had previously done except that they did not raise or sell coal. They kept a staff of officers and servants at the colliery, pumped water from the mines, bought stock and made other disbursements for partnership purposes and kept a partnership account at the Stourbridge and Kidderminster Banking Company.

Cartwright’s will, dated three days before he died, left all his real and residuary estate to William Walker and his daughter (Sophie Cartwright) and their heirs with power to act as they thought fit regarding any business about the colliery, either on their own or in partnership with Richard Williams.

Sophie Cartwright renounced probate of the will, which was proved by William Walker alone. However, in January 1875 she filed a Bill in the High Court asking to have the real and personal estate of her father administered by the Court.

After Cartwright’s death Richard Williams kept on pumping water until 16th September 1875. He and the family of Cartwright (who left nine adult children) contributed the necessary funds.

William Walker died on 18th August 1875. His will was proved by Edward Smith Nash.

By written agreement on 16th September, 1875, Richard Williams would sell to Benjamin Hastelow (son-in- [34] law of Job Cartwright) for £4,000 his undivided half-part or share of the colliery in its present state. The purchase money was to be paid as £250 on the signing as a deposit, £750 on the execution of the conveyance to Hastelow and the remainder by half-yearly payments of £250 without interest.

Hastelow should have possession of the hereditaments and premises in conjunction with the people entitled to the other half of property on 18th September 1875, for the purpose of keeping down the water and putting the colliery in working order. If anyone entitled to the other half was in a position to raise and dispose of any minerals before 25th December, they could only do so on terms arranged by Hastelow with Williams, for payment of a further portion of the purchase money.

At the time of this agreement there was £2,505 owed to the Stourbridge and Kidderminster Bank, secured by the title deeds of the colliery. The bank was to be paid or the bank would contract their share from Williams’ share and this would be sold before Williams’ deal was completed.

## FOX OAK COLLIERY

On the understanding that should it be found impracticable to devise and carry out a scheme by which the premises contracted to be sold should be wholly freed and discharged, the contract regarding the other half share of the debt said that Hastelow should be at liberty to determine the same within two months and that Hastelow should be entitled to the property on payment of the agreed sum of £750, and executing simultaneously a mortgage of the property to secure the remaining instalments.

This agreement was made without the consent of Edward Smith Nash or anyone representing Cartwright's estate. It was therefore not a proper transaction on Williams' part. He was the surviving member of the firm of Cartwright and Williams so the agreement could only entitle Hastelow to whatever share of the proceeds might come to Williams if the colliery was sold as a whole as an asset of the firm of Cartwright and Williams and in the course of winding up the affairs of the firm. Edward Smith Nash didn't know whether Hastelow made any payment under the agreement.

There were several difficulties in the course of winding up the partnership affairs and settling accounts between their respective estates and determining and adjusting their liabilities to one another and to third persons.

Since this agreement, members of Job Cartwright's family and Benjamin Hastelow have from time to time voluntarily advanced money to keep the colliery free from water. Hastelow assumed management and partially worked the colliery. Funds required for working expenses were provided partly by selling small quantities of coal raised and the balance from Cartwright's family and the executors of Williams.

“It is a matter of the utmost importance that the said colliery should be continuously worked at least to the extent of keeping it clear from water. Without constant pumping the mine-roads would soon be drowned and a very serious loss would thereby be incurred. Large sums of money and a great deal of skill and labour have been laid out and expended upon the said colliery since the said Job Cartwright and Richard Williams became the owners thereof and it is now capable of being and likely if properly managed to be developed into a very valuable property.”

Cartwright's share of the colliery property would in any event be sold for payment of his debts. A decree for the administration of his real and personal estate was made in the law suit of Cartwright (Sophia) v Walker.

The defendants Eliza Walker, H.C. Walker, Mary Ann Turbut are the only daughters and co-heiresses of William Walker. They and Samuel Turbut (husband of Mary Ann) would, or may be necessary or proper parties to any conveyance of the colliery, and they are on that account made parties of the action.

Edward Smith Nash the plaintiff claims that:-

1. To have it declared that there was a partnership between Job Cartwright and Richard Williams from 15th May 1874, until the death of Cartwright and that the partnership was dissolved on his death and that the colliery and all plant chattels and effects formed part of the assets of the partnership.
2. To have an account taken of the partnership dealings of Cartwright and Williams and to have the partnership affairs wound up by and under the direction of the Court with regard in the winding up to the “declarations aforesaid”.
3. To have the colliery, plant chattels and effects sold under the direction of the court and to have the proceeds distributed amongst the parties entitled to it.
4. To have the agreement of 16th September set aside, disregarded or varied.
5. To have Sophia Cartwright, Eliza Walker, Harriet Catherine Walker, Samuel Turbut and Mary Ann Turbut

[35]

ordered to concur in the sale for the purpose of executing all necessary and proper deeds and instruments in connection with it.

6. To have someone appointed to receive the income and effects of the colliery and the assets of the partnership generally and to carry on and manage the business of the colliery.
7. To have all relevant accounts, inquiries and directions necessary for the enquiry.
8. Such further or other relief as the nature of the case may require.

To support the Statement of Claim of Edward Smith Nash a number of affidavits were sworn by various people. The second document contains these sworn statements. These throw very valuable light on the condition of the colliery and its workable reserves.

Jeremiah Skidmore of Dennis Park Hamlet, Amblecote, Stafford, became a mine agent in 1856. He had under his charge three collieries and one brickyard at Old Hill in Rowley Regis. He was also responsible for other collieries and fire clay works in the neighbourhood. He was a partner and part owner in the Whitehall Colliery which adjoined Fox Oak Colliery.

When he made a statement regarding Fox Oak Colliery for the Supreme Court on 14th February 1878, he had known that colliery for nearly twenty years. When he first knew it was being worked by Messrs. Pargeter and Darby. It was then sold by them to Messrs. Cartwright, Pearson and Williams. After Mr. Pearson retired and Mr. Cartwright died Richard Williams had two interviews with

## FOX OAK COLLIERY

Jeremiah Skidmore to advise him regarding the colliery and the best mode of developing it. That was in June and July, 1875. They were not then raising any coal. He valued the colliery with a view to sale.

Job Cartwright's son, daughter and sons-in-law made an agreement with Jeremiah Skidmore in August 1875 to manage the colliery on their behalf and act on their behalf with whoever purchased from Richard Williams. Benjamin Hastelow was one who made this agreement and later purchased Richard Williams' half share. Jeremiah Skidmore managed the colliery until June 1877 when he stopped because he was not paid. During the period of his management the plans of the old workings were handed to him for guidance and information and he regularly kept minutes of the workings and entered them on the plans. He was consequently well acquainted with the conditions and prospects of the colliery. He realised that the time had come for the coal and clay to be worked together. To work the coal without the clay was contrary to good mining and would reduce the value of the estate.

Richard Growcott of Kingswinford, Stafford, had been a mining engineer at Kingswinford for over thirty years. During that time he had gained considerable experience in the management of coal, ironstone and clay mines. He had about eighteen collieries under his management and also worked as advising agent and mineral referee to colliery and clay proprietors.

In the beginning of November, 1877, he was instructed by the manager of the Stourbridge and Kidderminster Bank to visit Fox Oak Colliery to inspect and report on the workings. He was informed that Benjamin Hastelow was working the colliery as the manager appointed by the Court. Richard Growcott and Benjamin Hastelow went together through all the mines then in the office Hastelow showed Growcott a cloth tracing of a plan of the thick coal workings which he was at present working. That was the only plan he had as Jeremiah Skidmore had all the old plans.

According to Benjamin Hastelow the approximate amount of coal still to be worked was:-

1. 7 acres in the brooch measure of coal.
2. 6 acres of pickings in the thick coal measure.
3. 16 acres in the heathen measure of coal and the Gubbin measure or ironstone (these were worked together).
4. 14 acres in the white ironstone measure.
5. The fireclay was unworked throughout the entire mining area which was about 22 acres.

Richard Growcott explained the term "pickings of thick coal" as follows:-  
"The thick coal in this estate was originally about 10 yards thick. The first time these thick coal mines were worked they were worked on the rib and pillar system under which the bulk of the coal was worked out leaving pillars of coal for the support of the roof and ribs for protection against fire. In the course of this first

working it was found that in several places it was necessary to leave not only the ribs and pillars as was usual but also a portion of the lower or bottom part of the coal which was done in consequence of water, the drains not being sufficient to keep the workings clear of water. The coal so left under the feet of the workmen is [36] called flayed coal. Under these circumstances the mine worker now has to work not only the ribs and pillars but also this flayed coal. Mr. Hastelow informed me that the former owners of the estate had worked the entire mining area comprising about 22 acres for the first working as explained above and that they had then proceeded to work the estate for the second time getting the ribs and pillars and flayed coal and that they had so worked that about 6 acres of ribs and pillars and flayed coal remained unworked.”

At the time of Richard Growcott’s visit only thick coal was being worked. He saw one rib of coal and some of the flayed coal being worked. As they went through the workings they came to a barrel arch in the gate road made of brick and mortar and lined with sand at the back. It was shaped like a barrel lying on its side, or a railway tunnel. Mr. Hastelow explained that he had built it as a guard against a fire which had broken out in an old gate road in the thick coal at a spot over the arch. Construction of the arch was necessary to keep the gate road open otherwise the fire in the coal above would spread and bum the coal walls and roof of the road, and the timber supporting the roof. The work in that part of the pit would then be stopped. He said he intended to lengthen the arch as he was afraid the fire would extend beyond the limits of the existing arch.

The engine pit in which the pumps were working had been sunk down to the fireclay, and the other shaft, out of which coal was being drawn was sunk lower than the thick coal but wasn’t in working order below the thick coal.

Richard Growcott’s report with respect to the future working of the mines indicated that:-

1. The engine pit shaft should be sunk to 10-12 yards below the fireclay to form a sump or water room.
2. The pit used for drawing the coal should also be sunk to the level of the fire clay and repaired and put in working order.
3. One pit should then be used for pumping water and the other for drawing clay and coal.
4. The fire in the thick coal was about 12 yards from the pit shaft. The present arch should be continued at once to the pit shaft and the pit shaft protected by a sand coffering.

If these recommendations were acted upon the colliery could be put into good working order and the clay and coal realised to best advantage. He estimated the outlay required for these purposes to be about £800.0.0d.

## FOX OAK COLLIERY

He thought it vital for the successful working of the colliery that the coal and clay should be worked together. "If the coal be worked out before the clay is worked, the clay will be so much reduced in value owing to the expense of working it that it will be practically unsaleable and unworkable". He thought that any further coal workings without clay working would diminish the value of the estate as a mining estate.

If there was either more coal or no clay the present method of working would be good mining. However, as the value of the estate depends upon mining the clay and this can only be done profitably by working it with coal, he was convinced that coal working should cease until the clay could be used with it.

He emphasised the importance of protecting the pit shaft.

He was of the opinion that unless the present owners could develop the colliery as he indicated it should be sold as soon as possible.

Thomas Wilkes lived at 134 High Street, Cradley Heath. He was assistant to Henry Mould, an ironmonger whose premises were a quarter of a mile from Fox Oak Colliery. When Henry Mould died on 25th November, 1875, the business was continued by his widow and Thomas Wilkes remained as her assistant.

Messrs. Cartwright, Pearson and Williams were customers of Henry Mould from 1873 until Pearson retired. The orders were always given by Benjamin Round, who was employed by them as machineman. He paid the money from the partnership. When Pearson retired, orders and payments continued as before, Pearson's name on the printed forms being struck out in ink. Mr. Cartwright often visited Henry Mould at his shop and Thomas Wilkes was often present.

It is from Thomas Wilkes' statement to the Court that we learn that Mr. Cartwright wanted to prove the clay but Mr. Pearson was not willing to find the necessary money. That was why Cartwright and Williams bought Pearson's share. Cartwright later told Mould that he and Williams had proved the clay and it was of excellent quality. Part of the coal had been under water but by sinking to the clay it was drained and they intended to work both clay and coal together and made the necessary arrangements.

[37]

John Darby of Stour Hill, Quarry Bank was an engineer at Fox Oak Colliery from 1870 for 3 years and returned there in April 1874, just before Mr. Pearson was bought out by the other partners.

At that time all the mines that could be readily worked were exhausted or nearly exhausted and it was necessary to make arrangements for the future. He knew it was necessary to sink to the fire clay and drain the water from the coal.



Cartwright and Williams cleaned out the engine pit down to the fire clay and sank the drawing pit to the fire clay. John Darby was the engineer pumping the water while this was done. Cartwright had a scaffolding erected at the white stone stratum to get into the thick coal which was then under water, in order to drain and then work that coal. Cartwright told him that was done so he and Williams could work the thick coal, the heathen coal, the whitestone and the fireclay as soon as was practicable. Work stopped for three weeks while they tried to sell the colliery but failed. The last day Cartwright was at the colliery he told Darby that there did not appear to be any chance of selling. He directed John Darby to point out the places for the mill and winding engine and to look out for a winding engine suitable for drawing the clay and the coal while the engine then in use was to draw water and drive the clay mill. He made enquiries with the intention of fulfilling his orders but as Mr. Cartwright became ill and died he took no further steps. He continued to act as engineer for Mr. Williams for eleven more months. Benjarnin Round the colliery clerk gave him orders for materials necessary for his engine.

Edward Smith Nash, the plaintiff, had compiled his statement of claim from information given by Henry Billingham, Henry James, Benjarnin Hastelow and their solicitors, and he believed it to be correct.

Part of the working expenses of the colliery had been provided by Henry Billingham or Henry James as executors of Williams. Cartwright's estate other than his share of the colliery was believed by Nash to be insufficient for the payment of his debts. This made the question of the colliery of great importance in the interest of creditors.

Richard Growcott visited Fox Oak Colliery again on 3rd April 1878, and enquired about the fire in the thick coal. Benjamin Hastelow informed him that the fire in that seam had extended beyond the arch and approached nearer the shaft. This endangered the lives of the men in that part of the pit and made it impossible to continue operations. He therefore discontinued pumping to allow the water to rise in the shaft. He considered that the fire would be put out and he could safely pump out the water after three weeks, then continue working in the thick coal until that piece in progress was worked out. He then intended to continue the arch to the pit shaft and put in a sand coffering. While the shaft was flooded he had begun to work the brooch coal and an adjoining seam of ironstone called the binds ironstone and he intended to work both the thick coal and the brooch and binds ironstone at the same time.

Richard Growcott thought it probable that when the water was drawn out the fire would break out again. We do not at present know what did happen as no further information has yet come to light.

The third document arises from another court case of the same period, when Thomas Davies Thomas, the manager of the Kidderminster and Stourbridge Banking Company attempted to liquidate the assets of the colliery. Sir Charles

## FOX OAK COLLIERY

Hall of the High Court of Justice, Chancery Division, made an order for the sale of the colliery and its existing plant. The sale was due to take place on 16th July 1880.

The colliery covered a surface area of eight acres, one rood and twenty-one perches, while the mines comprised a total of twenty-two acres. The working plant, which was stated to have been working up to a recent date, consisted of a 40 horse power winding and pumping engine which at that date would have been a beam engine. An interesting detail was the fact that pump lifts were mentioned in the particulars of sale, so that engine worked a lift of pumps, instead of the more usual system of removing water from the mines by a large metal tank placed in one of the shafts and wound by the engine in the normal course of its duties. Wire ropes had been introduced at that date as they were mentioned but there is no mention of cages and tubs. These had been introduced into the Staffordshire area about 1870 so this mine was probably still using the older open platforms called skips to transport the coal. Pit frames are mentioned confirming the fact that two shafts were being used, and also runners are mentioned which were the large doors placed over the open shafts to prevent people and animals falling in.

The buildings comprised stabling, a weighing machine for weighing the output of the mine, offices, storerooms and a coke oven. The coke oven was let on the monthly tenancy, the rest was available for use.

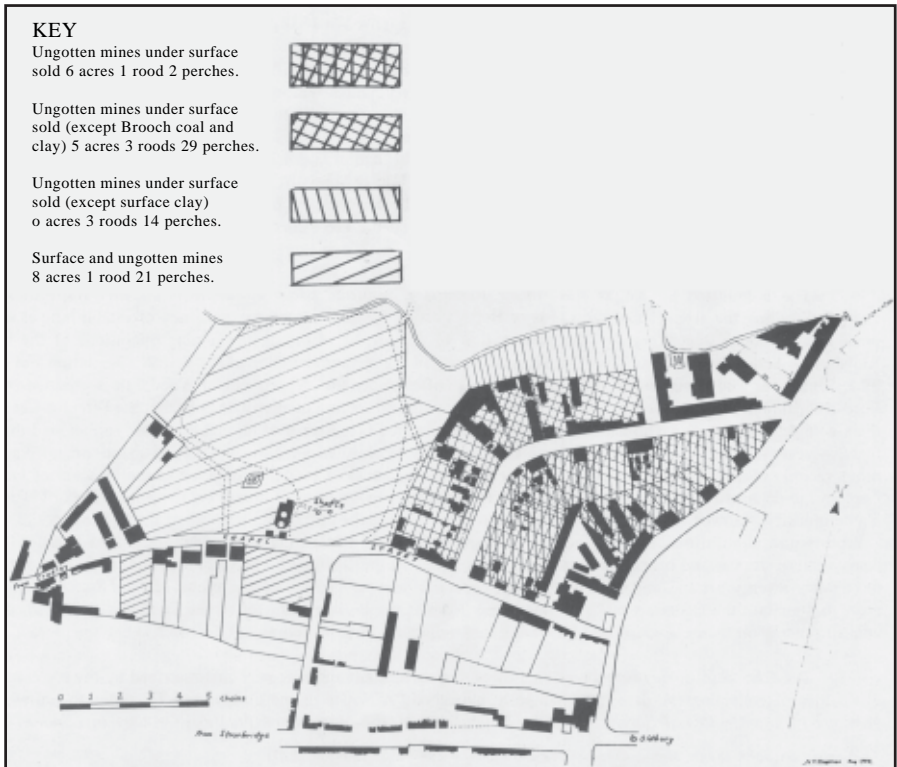
[38]

The mine was said to contain an estimated:-

1. 20 acres of thick coal ribs and pillars.
2. 10 acres of heathen coal and Gubbin ironstone.
3. 8 acres of brooch coal.
4. 20 acres of lower heathen coal.
5. 20 acres of pins ironstone.
6. 20 acres of cross ironstone.
7. 6 acres of white stone.
8. 22 acres of fireclay, all unworked.

The surface indicated on the plan had been sold to various proprietors subject to the reservation of the mines with powers to get, raise, sell and dispose of the mines without being answerable for or liable to make good any damage thereby done to such surface or any mesuages or buildings erected or to be erected thereon. This is a typical South Staffordshire piece of mining law and meant that the colliery owner could work the underground minerals and destroy the surface buildings without being liable to compensation to the surface owners. In most parts of the country a colliery owner was expected to protect surface buildings by leaving coal underground to support them, otherwise he was liable for any damage done.

This concludes the information from the three documents and I have been unable to find any other reference to Fox Oak Colliery after the date of the sale.



*Plan of Fox Oak Colliery at the time of the sale in 1880.*

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