

[Bud-8-1]

Copy

Fitters' Agreements for 1 year, viz. 1800

Articles of Agreement indented had made concluded and agreed upon the 1<sup>st</sup> day of Jany. In the 40<sup>th</sup> Year of the Reign [illegible] and in the Year of Our Lord 1800. **Between** Sir Henry Vane Tempest of Winyard in the County of Durham Baronet of the one Part and William Robson, Thomas Potter, John Sparrow, Eleanor Blakiston, Christopher Robinson and Margaret Dobson, Coal Fitters at the Port of Sunderland in the County of Durham aforesaid of the other Part.

**First** The said Sir Henry Vane Tempest for the Considerations hereinaftermentioned on the Parts and Behalfs of the said William Robson Thomas Potter John Sparrow, Eleanor Blakiston, Christopher Robinson and Margaret Dobson respectively to be paid, kept, done and performed **doth** hereby for himself his Heirs Exors and Admors covenant promise and agree to and with the said W. Ro, T.P, J.S, E.B, C. Ro, and M.D their Exors Admors and Assns in Manner and Form following (that is to say) that he the said Sir Henry Vane Tempest his Exors Admors or Assigns shall and will sell and deliver from his Staiths on the River Wear within the Term of one Year from the Date hereof to the several Fitters (Parties hereto) the Quantity of 35,000 Chaldrons of Coals each Chaldron to contain the usual legal Weight in the Proportions hereinafter mentioned (that is to say) to the

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	Chaldrons
said William Robson.....	8000
Thomas Potter.....	6000
John Sparrow .....	6000
Eleanor Blakiston.....	6000
Christopher Robson [?should be Robinson, see earlier refs.].....	5000 and to the said
Margaret Dobson .....	4000 Chaldrons <u>And</u>

the said Sir Henry Vane Tempest **doth** hereby covenant and agree to and with the several Fitters abovementioned respectively that an Account or Schedule shall be made out and kept at his own Office situate in Sunderland aforesaid for the general Regulation and Delivery thereof according to which the abovementioned respective Quantities are to be fairly proportioned and stated monthly And delivered to such ships in regular Rotation as they shall be set down and entered in the said Account or Schedule in Case the Fitters for the same send a sufficient Number of Keels to the Staiths in Succession but if not, then and in every such Case the Keels belonging to the Fitter for the Ship or Ships next in turn shall take in their Loadings & according to Arrival Turn on the List or Custom of the River Wear **and** a Copy or Counterpart of such Account or Schedule shall be delivered to every such Fitter at the End of every Month if required **provided** always nevertheless and it is hereby declared and agreed by and between the Parties hereto that no Ship or Vessel shall be taken on or entered upon the Account or Schedule abovementioned unless such Ship or Vessel bona fide be either in the Limits of the Roads or Harbour and that the Master thereof or one of the Crew belonging thereto shall come ashore from the said Ship and affix his Signature and Addition to the Truth thereof in a Column to the

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said Account or Schedule opposite to the said Ship so taken on and fixed in Turn for loading **provided** always nevertheless and it is the true Intent and Meaning of this Agreement and of the

Parties hereto that nothing abovementioned shall be intended to prevent any Mode or Manner of Accommodation from taking Place by general Consent or otherwise amongst the said Fitters for expediting the Loading and Dispatch of their Ships and Vessels at any Time during the Term of this Agreement **and** the said Sir Henry Vane Tempest doth further covenant promise and agree that he shall not nor will at any Time during the said Term of One Year next ensuing the Date hereof vend or sell any Coals whatsoever to any Fitter whomsoever other than the several Fitters & Parties hereto their Exors or Admors (except and always reserved unto the said Sir Henry Vane Tempest his Exors Admors or Assns full Power and Liberty during the said Term of One Year to vend on his own Account any Quantity of Coals not exceeding the Quantity of 10000 Chaldrons provided nevertheless and upon this Condition only that he take the same in such rateable Proportions from Time to Time upon the same Terms and [crossed out] Conditions and Regulations as are hereinbefore and hereinafter mentioned for the regulating conducting and managing the Vend of the several Fitters Parties hereto their Exors or Admors **provided** always nevertheless and it is hereby declared and agreed by and between the said Parties hereto that if by Reason of any stormy Weather freezing of the River, Sticking or Idleness of Pitmen or Waggonmen Accidents from Fire, Water, Breaking of Machinery of any kind or other unforeseen Accidents or accidental Stoppages or Interruptions at his Collieries

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Waggonways or Staithes Sir Henry Vane Tempest his Exors & Admors or Assns are prevented from Working and Delivering the several Quantities beforementioned to the respective Fitters then and so often as it shall so happen each and every Fitter shall take such reduced Quantity of Coals as bears a fair and equal Proportion to the Number of Chaldrons above agreed to be vended and delivered to them respectively instead and in Lieu of the Quantity beforementioned to be delivered until such Time as any Accidents or Interruptions such as above stated shall be remedied and removed.

**Secondly** The said W.R., J.S., E.B., C.R. & M.D. for themselves their Heirs Exors and Admors but not jointly nor the one for the other or others of them nor for his Heirs Exors Admors or Acts of the others of them nor for his Heirs Exors Admors or Acts of the others of them covenant promise and agree to and with the said Sir Henry Vane Tempest his Exors & Admors or Assns in Manner following (that is to say) that they the said W.R., J.S., E.B., C.R. & M.D. Their Exors or Admors shall and will carry away vend or otherwise dispose of the respective Quantity of Coals hereinbefore covenanted and agreed to be delivered to them respectively and shall and will well and truly pay or cause to be paid unto the said Sir Henry Vane Tempest his Exors & Admors or Assns for every Chaldron of Coals which shall be so vended or delivered from Time to Time in such Manner as hereinbefore is mentioned the Sum of 16 12 [currency notations?] the same to be paid in such Manner as hereinafter is mentioned & (that is to say) for all Coals delivered up to the End of every Calendar Month to be paid for on the 1<sup>st</sup> Day of the 3<sup>rd</sup> Calendar Month next ensuing such Delivery **provided** always nevertheless and it is hereby agreed and declared

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by and between the said Parties hereto that if at any time or Times during the Term of this Contract either a Reduction or Increase of the Price of Coals shall take Place on the River Wear and on those wrought out of the Seams of the same Denomination as Sir Henry Vane Tempest his Exors & Admors or Assns then and in such Case and as often as the same shall happen the said several Fitters (Parties hereto) to pay such reduced or advanced Price instead and in lieu of the Price of 16/12 above specified such eventual or contingent Price to be payable and paid in such and the same Manner as the Price of 16/12 for every Chaldron as above covenanted to be paid **provided** always nevertheless and it is the true Intent and Meaning of these Presents and of the Parties hereto

that if the said several and respective Payments hereby covenanted to be paid or any of them or any Part thereof shall be in Arrear and unpaid by the Space of 10 Days next after the respective Times whereupon the same are hereby made payable and covenanted to be paid as hereinbefore is mentioned Or in Case of the Death of any Fitter or Fitters or any other Cause whatsoever no part of his respective Quantity shall be taken away vended or disposed of for the Space of One whole Calendar Month during the Time of this Agreement unless prevented from so doing by Fire Embargo, Blocking up the Port by an Enemy contrary Winds or other reasonable Cause, then and in every such Case or Cases so happening it shall and may be lawful to and for the said Sir Henry Vane Tempest his Exors & Admors or Assns to terminate this Agreement with each Fitter or Fitters respectively and to prevent him or

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them from vending or fitting any Coals after such Neglect or Default shall so happen in Case the said Sir Henry Vane Tempest his Exors & Admors or Assns shall think fit any Thing herein contained to the Contrary thereof in anywise notwithstanding such Surplussage [?] as may arise by the Discontinuance or Prevention of any Fitter or Fitters as aforesaid to be delivered to the other Fitters (Parties hereto) rateably and in Proportion to their present Contract and on their Declining or refusing to accept the same Sir Henry Vane Tempest his Exors & Admors or Assns to be at Liberty to dispose of the same in such Manner as they shall think fit and proper **and** it is hereby agreed and declared by and between the said Parties hereto that if any Fitter shall fall short of his Stipulated Quantity in any one month such Fitter not to be allowed to make up for such Deficiency in the next succeeding Month a greater Proportion then One fourth Part thereof and that only upon Condition that his or their Keels can take the same in fair and customary Turns at the Staiths in such Manner as hereinbefore is mentioned.

**and lastly** it is hereby covenanted declared and agreed by and between the said several Fitters (Parties hereto) their Exors Admors and Assns that if any of them shall vend or sell any Coals belonging to any Person or Persons whomsoever other than and except the Coals of Sir Henry Vane Tempest his Exors & Admors or Assns or shall vend or sell any of the coals of the said Sir Henry Vane Tempest his Exors & Admors or Assns as and for a Sort which they really are not or shall enter or file at the Custom House any false Certificate or Certificates of the Sort or

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Quantity of Coals shipped or laden on Board any Ship or Vessel whatsoever then and in such Case every Fitter shall respectively for every such Offence pay to the said Sir Henry Vane Tempest his Exors & Admors or Assns the sum of **500L. In witness, &c.**

**[Bud-8-8]**

**Copy.**

Indorsed.

Recital of an Agrt. Between Elizabeth Chilton & Mr. Tempest for Hall Moor Way Leave  
[Margin note]

23<sup>rd</sup> May 1792.

**Deed of Covenant** concerning certain **Coal Mines, Wayleaves, &c.**

**Between** (General John Lambton)  
( and )  
( John Tempest Esq. )

Wayleaves, &c. to General Lambton in a certain Event to be 300L. a Year.

**This Indenture** made the 23<sup>rd</sup> Day of May in the 32<sup>nd</sup> Year of the Reign of our Sovereign Lord George the 3, by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. and in the year of Our Lord 1792 **Between** John Lambton of Harraton Hall in the County of Durham Esquire a General of his Majesty's Forces of the one Part and John Tempest of Winyard in the said County Esquire of the other Part **Whereas** by a certain Indenture of Lease or Demise duly executed bearing Date the 23<sup>rd</sup> Day of December 1768 and made or expressed to be made between Elizabeth Chilton Spinster as therein described of the one Part and John Tempest Esquire deceased as therein also described late Father of the said John Tempest Party hereto of the other Part for the Considerations therein mentioned. She the said Elizabeth Chilton did demise to the said John Tempest deceased his Exors Admors & Assns **all** that Waggonway as the same was then used and enjoyed by the same John Tempest deceased in through over and along a certain Part or Parcel of a Close or Parcel of Ground belonging to the said Elizabeth Chilton called the **Hall Moor**

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situate lying and being within the Township Townfields and Territories of Newbottle in the Parish of Houghton in the Spring in the said County of Durham containing in Breadth **12 Yards** including the Gutters thereof and in Length **680 Yards** or thereabouts be the same more or less with full and free Licence Power and Authority to and for the said John Tempest deceased his Exors & Admors Workpeople Servants and Assns to pass and repass either on Foot or Horseback or with Waggons in upon and along the said Waggon Way unto and from the said Staiths at Pensher in the said County and full Power Licence and Authority to lead and carry in by and with Waggons in upon and along the said Waggon Way unto and from the said Staiths the coals that were there wrought obtained or gotten or which should be wrought obtained and gotten by the said John Tempest deceased his Heirs Exors Admors or Assns or any of them forth and out of the Colliery and Coalmines lying and being within and under the Lands Closes and Grounds at West Rainton East Rainton Pittington Moorsely or any other Lands Closes or Grounds in the Possession of the said John Tempest deceased or wherein he had then a Power or Right to work the said Mines **and also** full Power and Liberty Licence & Authority to lead and carry in the said Waggons in upon and along the said Way such Deals Timber Iron Wood and other Materials as should be used and employed in and about the Collieries aforesaid and full Power Liberty and Authority within the Limits of the sd. Waggon Way at the Costs and Charges of the said John Tempest deceased his Exors & Admors and Assns. to pull up and remove the Rails Sleepers Wood and Materials of the said Waggon Way when or where the same or any Part thereof should be decayed or worn away and to place and fix new or other Rails Sleepers Wood and Materials therein in Order to amend and repair the said Waggon Way or any part thereof

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from Time to Time as Occasion should require and for the repairing and amending thereof to take dig get and use Earth Gravel Sand Stones or Rubbish within the Limits of the said Way and the Gutters lying in each Side of the same and not elsewhere in the Lands and Grounds of the Hall-Moor aforesaid doing thereby as little Damage to the same Lands and Grounds as they possibly could or might (Except and always reserved unto the said Elizabeth Chilton or her Assns full Power & Authority to stop obstruct and hinder all and every other Person and Persons from passing or going upon or along the said Waggon Way and to take distrain and impound all such Carts Wains Waggons Cattle and Carriages whatsoever as the said Elizabeth Chilton or her Assns or her or their

Steward Tenants or Servants at any Time during the Term thereby granted should find going upon or along the said Waggon Way either empty or loaden with or carrying coals from any other Colliery or Collieries or other Matter or Thing whatsoever other than and except such Coals Deals Wood and Materials only as the said John Tempest deceased his Exors Admors or Assns were thereby empowered to lead or carry upon or along the said Way as aforesaid **and** also except and reserved to the said Elizabeth Chilton and her Assns full Power and Authority to pass and repass over and across the said Waggon Way or any other Part thereof either on Foot or Horseback or with Waggons or any other Carriages for and during such Time and Term as the said Elizabeth Chilton or her Assns should think fit and convenient so as such Place or Places of Crossing over the said Waggon Way as aforesaid for Loading Coals or other Materials should be made maintained repaired and kept at the Costs and Charges of the Person or Persons his and their Exors Admors or Assns who should make [illegible] the same and also except and reserved unto the said Elizabeth Chilton and her Assns full Power and Authority to and for her and them

**[Bud-8-11]**

Lease of Doghole Spouts, from Oct. 29<sup>th</sup> 1782 for 21 Years [Margin Note]

or her and their Tenants and Farmers at Pleasure to pass & repass over and across the said Waggon Way or any Part thereof from the Lands and Grounds lying on the one side of the same unto or from the Lands & Grounds lying on the other side thereof and to and for the Use and Convenience of her Farms and the better Management and Improvement thereof so as not thereby to stop or obstruct the Waggons from passing or repassing upon and along the said Waggon Way. **To hold** the said Waggon Way Licence Liberties Powers Privileges Authorities and Premises thereby granted (except as before excepted) unto the said John Tempest deceased his Exors Admors and Assns from the 24<sup>th</sup> Day of March then next ensuing unto the full End and Term of 21 Years thenceforth next following fully to be compleat and ended in Case she the said Elizabeth Chilton should so long live under and subject to the Payment of the yearly Rent of 31 Pounds 15 Shillings payable at such Times and to the Performance of such Covenants Provisoes and Agreements as are therein mentioned and continued **and whereas** the said Elizabeth Chilton is since dead and the said John Lambton is now seised [?] to him and his Heirs of and in the said Lands and Grounds upon which the said Waggon Way is made **and whereas** by a certain other Indenture of Lease or Demise duly executed bearing date on or about the 29<sup>th</sup> Day of October which was in the Year of our Lord 1782 and made or expressed to be made between the said John Lambton of the One Part and the said John Tempest Party hereto of the other Part for the Considerations therein mentioned he the said John Lambton did demise to the said John Tempest Party thereto his Exors Admors and Assns all that part of the Key Wharf or Staith commonly called or known by the name of the Doghole Staith situate lying and being upon or adjoining to the River Wear at or near the West End of Pensher Wood in the Lands and Grounds of the said John

**[Bud-8-12]**

Doghole Staith 16 Yards Length

Also the Way Leave over Pensher Wood called Holly Well Bank [Margin notes]

Lambton at Pensher aforesaid containing in Length 16 Yards or thereabouts and then in the Possession or Occupation of the said John Tempest Party thereto **and** also all those Spouts then fixed erected and used there or to be erected fixed or used by the said John Tempest Party thereto for conveying and delivering Coals forth or out of the loaden Waggons into Keels and Boats lying riding or mooring in the River Wear at or near the said Staith or Spouts with Liberty and Power to moor Keels & Boats at or near the said Staith and Spouts for the Purpose aforesaid **and** also all that

Waggon Way and Wayleave used and enjoyed by the said John Tempest Party hereto in through over along the Lands and Grounds of the said John Lambton called Pensher Wood to and from the Lands and Grounds of the said John Tempest Party hereto at Pensher aforesaid called Hallywell [sic - Hollywell?] Bank unto and from the said Staith called Dog-hole Staith to and for Purposes thereinbefore and thereafter mentioned which said Way and Passage contains in Breadth 11 Yards or thereabouts including the Gutters on each Side **and** also one other Way or Passage and Bye Way to contain in Breadth 13 Yards (the Gutters on each Side thereof included) to be chosen and set out by the said John Tempest Party hereto his Exors Admors & Assns at any Time during the Term therein after mentioned and to be used as a Wain Way or Wain Ways Cart Way or Cart Ways Waggon Way or Waggon Ways and Side Way or Side Ways in through over and along all or any of the Lands Closes and Parcels of Ground of or belonging to the said John Lambton his Heirs or Assns or any of the [illegible] lying or being at Burnt Moor and Brids [?] Nook or any Part thereof in the said County of Durham **and** also full and free Liberty Power and Authority to and for the said John Tempest Party hereto his Exors Admors and Assns from Time to Time and at all Times during the Term by the now reciting Indenture thereof granted to lay place and fix within the

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said Limits of 13 Yards in Breadth (including the Gutters)Timbers Rails Sleepers Troughs Wood Iron and all other Materials for the making amending repairing laying and placing in upon and along the said lastmentioned Lands and Grounds or any Part thereof a sufficient and convenient Waggon Way Wain Way or Cart Way or Ways and Bye Way or Side Way with full Power and Liberty to and for the said John Tempest Party hereto his Exors Admors Servants Agents Workpeople and Assns from Time to Time and at all Times during the Term thereof thereby granted to lead bring and lay suitable Materials upon the several Lands and Grounds of the said John Lambton within the Limits aforesaid or any Part thereof and to enter into and upon the same or any Part thereof with Horses Cattle Carriages and all other Things and there to abide remain and continue to work for the making amending or repairing of the said Staith and Spouts and the said several Ways or Passages for Wains & Waggon Carts or other Carriages as often as Occasion should require from Time to Time during the Term thereof thereby granted **and** also full Power to and for the said John Tempest Party hereto his Exors Admors and Assns from Time to Time b& at all Times during the Term thereby granted to use and employ the said several Ways and Passages either on Foot or on Horseback and to or with Carts Wains Waggon or any other Carriages whatsoever to be used and employed by the said John Tempest Party hereto his Exors Admors and Assns for the Uses & Purposes thereafter mentioned **and** also full and free Liberty at all Times during the Term thereby granted to make dig or cut Gutter or Gutters Trench or Trenches in or through any Part of the said Lands and Grounds within the Limits or Bounds of the said several Ways thereby granted for carrying away and setting off the Water from the said Ways or either of them or any Part thereof and to dig out and use the Soil and Ground within the Limits aforesaid for laying and fixing making and placing the said Ways and for raising any mounts

**[Bud-8-14]**

Wayleaves &c. granted for Coals led from the Parishes of Houghton-le-Sp. And Pittington [Margin Note]

or building Bridges and to bring lead and lay Stones Rubbish Earth or Ground there for the Purposes aforesaid **and** full Power Liberty and Authority to alter change and remove the said Way and Passage intended to be laid and used in and over the said Lands and Grounds of the said John Lambton called Burnt Moor and Bucks-Nook from Time to Time as there should be Occasion during the Term thereby granted **and** to do all such and the like Acts Matters and Things as aforesaid necessary. or convenient for the doing thereof so as only one Main Way and one Bye Way

be used at a Time in and through the said Lands and Grounds called Burnt Moor and Birds' Nook and not two or more Way or Ways there to and for the Uses therein mentioned **Which** Ways and Passages Liberties & Privileges last aforesaid were thereby declared to be so granted to and for the Use and Benefit of the said John Tempest Party hereto his Heirs Exors Admors and Assns for leading carrying and conveying all such Coals as he or they should during this Term thereby granted work win get and obtain forth and out of all or any Coal Mines and Collieries lying and being within and under all or any Lands Grounds Tenements Hereditams. within the several Parishes of Houghton-le-Spring and Pitlington or either of them in his and their own Right and to and for his and their own Use Benefit and Advantage only and not to or for the Use of or on Partnership with any other Person or Persons or his or their Collieries or Coal Mines **and** also for loading and conveying all sorts of Timber Deals Ropes Iron and other Things and Materials to be used and employed at or about the same Collieries or Coal Mines or the Management or Carrying on of the same So [?] as the said John Tempest Party hereto his Heirs Exors Admors or Assns should do as little Spoil Waste or Damage to the same Lands and Grounds of the said John Lambton as he or they reasonably could or might in using and enjoying the said Liberties Powers and Privileges or any of them and so as the same Way so to be

**[Bud-8-15]**

Lambton reserves Power to grant Way-leaves to pass over and cross Mr. Tempests W. Way [Margin Note]

chosen by the said John Tempest Party hereto his Heirs Exors Admors or Assns as aforesaid should not prejudice obstruct or hinder the full and free Use and Enjoyment of the Waggon-Ways already laid down and then used or at any Time thereafter to be laid by the said John Lambton his Heirs or Assns before such Choice should be made by the said John Tempest Party hereto his Heirs Exors Admors or Assns in upon and along the said several Lanes and Grounds of the said John Lambton or the Passage of the Waggons or other Carriages upon or along the same further than the same should be occasioned by or in crossing over the said several Waggon Ways there then laid used or enjoyed or any of them which it should and might be lawful to and for the said John Tempest Party hereto his Heirs Exors Admors and Assns and his and their Workpeople or Agents to do accordingly and so as such Place or Places of crossing or passing over the said Ways or either of them should be made and from Time to Time repaired and amended by the said John Tempest Party hereto his Heirs Exors Admors and Assns at his and their own proper Costs and Charges (except and always reserved to the said John Lambton his Heirs and Assns full Power to and for him and them from Time to Time at his and their Wills and Pleasures to give grant or demise unto any other Person or Persons for any Time Term or Number of Years [illegible] Liberty Licence and Power to pass and repass over and cross the said Ways thereby demised or either of them or any Part thereof with loaden and unloaden Waggons Carts Wains or other Carriages so as the Place or Places of Crossing be made repaired maintained and kept at the Costs and Charges of the Person or Persons his and their Exors Admors and Assns that should so use the same **and** also except Liberty and Licence to [Illegible abbreviation] for the said John Lambton his Heirs and Assns and his and their Tenants and Farmers of the said Lands and Grounds and their Servants and Work People by them employed to go on

**[Bud-8-16]**

Term 21 Years from the Date hereof. Mr. Tempests Rent 20 L [illegible – per?] Ann.

Mr. Tempest grants Way-leaves for a like Term over Pensher for Coals wrought out of Lambton; Harraton; Bowes' Biddick or Biddick Waterville; Burnt Moor; Great Lumley; Pensher; Kimblesworth; Findon Hill; Plawsworth; Harbour Moor; Morton House; or within the Township of

Newbottle [Margin Notes]

Foot or on Horseback or to or with Cattle Wains Carts or other Carriages loaden with any Thing (except Coal) over and along the said Ways thereby demised or any Part thereof for the Use Management Conveniency or Husbandry of his and their said Lands and Grounds or to view the same and the State or Condition thereof So as such Person or Persons should not thereby wilfully stop obstruct or hinder the Passage of the Waggons Wains Carts or other Carriages of the said John Tempest Party hereto his Heirs Exors Admors and Assns as aforesaid **To hold** the same (as before excepted) unto the said John Tempest Party hereto his Heirs Exors Admors and Assns from the Day of the Date thereof for and during the Term of 21 Years from thenceforth next ensuing fully to be compleat and ended **Under** and subject to the Payment of the yearly Rent of 20 Pounds payable at such Times and to the Performance of such Covenants Provisoes and Agreements as are therein mentioned and contained **And whereas** by one other Indenture of Lease or Demise duly executed bearing Date the said 29<sup>th</sup> Day of October 1782 and made or expressed to be made between the said John Tempest Party hereto of the One Part and the said John Lambton of the other Part for the Considerations therein mentioned he the said John Tempest Party hereto **did** demise to the said John Lambton his Exors Admors and Assns All that Waggonway Way-leave & Passage containing in Breadth 13 Yards or thereabouts (including the Gutters thereof) as the same was then laid used and enjoyed by the said John Lambton in over or along the Lands and Grounds of the said John Tempest Party hereto lying and being at Pensher afores.[sic] with full Power Liberty and Authority to lead carry and convey in Waggons Wains Carts or any other Carriages in upon or along the said Way all the Coals of the said John Lambton his Heirs Exors and Administrators which then were or at any Time during the Term thereby granted should be wrought won obtained or gotten to and for his and their own Use and Advantage only and not in Trust for or in Partnership with or for the Benefit or Advantage

**[Bud-8-17]**

of any other Person or Persons forth or out of all or any Coal Mines Collieries Seam and Seams of Coal lying and being within and under all or any Lands Closes and Grounds lying and being within the Townships Precincts Territories or Places called Lambton Harraton Bowes' Biddick otherwise Biddick Waterville Burnt Moor otherwise Biddick Water Ville Great Lumley and Pensher or forth or out of all or any Lands and Grounds lying and being at Kimblesworth Findon Hill Plawsworth Harber Moor Morton House or the Township of Newbottle in the County of Durham aforesaid or any of them and full and free Liberty Power and Authority to & for the said John Lambton his Heirs Exors Admors Servants Work People Agents and Assigns to lead and carry upon and along the said Way Timber Deals Wood Iron and all other Materials necessary to be used in and about the said Collieries and Way or either of them or any Part thereof and to lead carry place and fix Rails Timber ch and Trenches Gutter and Gutters Bridge and Bridges when needful and necessary and to do all other Acts necessary and convenient for the Purposes aforesaid And also full and free Liberty to and for the said John Lambton his Heirs Exors Admors Servants Workpeople Agents and Assns to go along the same Way on Foot and on Horseback and with Waggons Wains Carts or any Wood Stones Gravel Rubbish Iron or other Materials in upon or along the said Lands and Grounds of the said John Tempest Party thereto within the Limits of 13 Yards in Breadth and to dig and cut the Earth and Soil thereof within the said Limits for amending and repairing the same from Time to Time and at all Times during the Continuance of that Lease or Demise and also to employ Workmen and Workpeople and to cut dig and make Trenother Carriages within the Limits aforesaid to and from the said Collieries or any of them unto and from any of (last two words crossed out) the said Staiths then built or thereafter to be built on the said Pensher Lands and Grounds aforesaid and not otherwise and full Power Liberty and Authority to alter change and remove the said Ways and Passages from Time to Time as there should be Occasion and to dl all such other [Last word crossed out] or the like Acts Matters



**[Bud-8-18]**

Mr. Tempest may grant Way Leaves [Margin Note]

and Things as aforesaid necessary or convenient for the doing thereof so as only one Main Way and one Bye Way should be used at the same Time and not two or more Main Ways or two or more Bye Ways within the Limits aforesaid and so as the said John Lambton his Heirs Exors Admors or Assns should do as little Damage to the same Lands and Grounds of the said John Tempest Party hereto as they reasonably could or might in using the said Liberties Powers and Privileges or any of them and so as the same should not prejudice hinder or obstruct the full and free Use and Enjoyment of the several Waggonways then laid and used or which at any Time thereafter should be made by the said John Tempest (Party hereto) his Heirs or Assns before such new Way or Ways were made by the said John Lambton his Heirs Exors Admors and Assns in upon or along the said Lands and Grounds of the said John Tempest Party thereto or the Passage of the said Waggons or other Carriages upon or along the same further than the same should be occasioned by or in crossing over the said several Waggon Ways then used or enjoyed or to be made as aforesaid by the said John Tempest Party hereto his Heirs or Assns and so as such Place or Places of crossing over the same should be made and from Time to Time repaired and amended by the said said John Lambton his Heirs Exors Admors or Assns at his and their own proper Costs and Charges (Except and always thereby reserved to the said John Tempest (Party hereto) his Heirs and Assns full Power to and for him and them from Time to Time at his and their Will and Pleasure to give grant or demise unto any other Person or Persons for any Time Term or Number of Years Liberty & Licence and Power to pass and repass over and across the said Waggon Way thereby demised or any Part thereof with loaden or unloaden Waggons Carts Wains or other Carriages so as the Place or Places of Crossing should be made repaired maintained and kept at the Costs and Charges of the Person or Persons his

**[Bud-8-19]**

Certain Rent 20 L. p.ann:

[Diagram of pointing hand]

Agreement as to the Fire Engine [Margin Notes]

or their Exors Admors and Assns who should so use the same And also except Liberty and Licence to and for the said John Tempest Party hereto his Heirs and Assns and his and their Tenants and Farmers of his said Lands and Grounds and their Servants and Workpeople by them employed to go on Foot or on Horsebaqck or to or with Cattle Wains Carts or other Carriages loaden or unloaden with any Things (except Coals) over and along the said Way thereby demised or any Part thereof for the Use Management Conveniency or Husbandry of his and their said Lands and Grounds and to view the same and the State or Condition thereof so as such Person or Persons should not thereby wilfully stop obstruct or hinder the Passage of the Waggons Wains Carts or other Carriages of or belonging to the said John Lambton his Heirs Exors or Admors **To hold** the same (except as therein is before excepted) unto the said John Lambton his Exors Admors and Assns from the Day of the Date thereof for and during the Term of 21 Years from thence next ensuing and fully to be complete and ended under and subject to the Payment of the yearly Rent of 20L. Payable at such Times and to the Performance of such Covenants Provisoes and Agreements as are therein mentioned and contained **and whereas** the said John Tempest (Party hereto) is seized to him and his Heirs of certain Coalmines situate at Pensher aforesaid **and** the said John Lambton is also in like Manner seized of certain other Coalmines at Pensher aforesaid and which Coalmines of the said John Lambton adjoin upon those of the said John Tempest Party hereto **and whereas** the said John

Tempest Party hereto is now working his Coalmines at Pensher aforesaid and hath for the Purpose of drawing the Water thereout erected a Fire Engine upon the Grounds under which his said

**[Bud-8-20]**

Adverts to the Dean & Chapters Lease

If the Dean & Chapter are not agreed with before the 29<sup>th</sup> of October 1803; the Parties to grant each other new Leases for 9 Years from that Date on the same Conditions &c &c. [Margin notes]

Coalmines lie, but the said John Lambton hath not yet [last word crossed out] begun to work his said Coalmines **and whereas** the said John Tempest (Party hereto) by Virtue of a Lease from the Dean and Chapter of Durham is now possessed for a certain Term of Years yet unexpired of certain Coalmines and Collieries of the said Dean and Chapter lying being and remaining within and under certain Lands and Grounds situate or being within the Parishes of Houghton-le-Spring and Pitlington Hall Garth in the said County of Durham And the said John Tempest (Party hereto) is now working Part of the said Coalmines and he or his Exors Admors or Assns for many Years yet to come may continue to work the same by Virtue of the said Lease or of some renewed Lease or Leases from the said Dean and Chapter in Case he or they can on reasonable Terms obtain a new Lease or new Leases thereof **and whereas** the said John Lambton and John Tempest (Party hereto) for their mutual Accommodation Benefit and Advantage have mutually and reciprocally agreed with each other for themselves and their Heirs Exors Admors and Assns respectively that in Case the said John Tempest Party hereto his Exors or Admors cannot or do not upon such Terms or Conditions as he or they shall think just and reasonable before the 29<sup>th</sup> Day of October 1803 (the Time of the Expiration of the Terms granted by the two last above recited Leases) obtain a new Lease from the said Dean and Chapter of Durham of the said Coalmines and Collieries comprised in the said present existing Lease from them to the same John Tempest In that Case they the said John Lambton and John Tempest Party hereto respectively or their respective Heirs Exors Admors or Assns shall and will upon the Request of each other or of the Heirs Exors Admors or Assns of each other of them at any Time before the said 29<sup>th</sup> Day of October 1803 grant and make Wayleave

**[Bud-8-21]**

Tempests Rent for Chiltons' Way-leave to be 1sh p Ann: for the 9 years instead of £31 15s 0d.

If Tempest does not renew with Dean and Chapter before Oct 29<sup>th</sup> 1803, to grant Lambton a new Term before Oct. 29<sup>th</sup> 1812 for 12 Years at 300L. per Ann: [Margin Notes]

Leases to each other of the several and respective Premises comprised in the said three several above recited Indentures of Lease for new Terms of 9 Years and no more to be computed from the said 29<sup>th</sup> Day of October 1803 under the same Rents and upon and subject to the like Covenants Conditions and Agreements and with such Exceptions Reservations Provisoos and Clauses as are reserved by and contained in the said three several Leases respectively or as near thereto as the then existing Circumstances shall require or admit save and except only that the yearly Rent to be payable and paid by the said John Tempest to the said John Lambton for and in Respect of the said Way-leave Privileges and Premises demised by the said Elizabeth Chilton to the said John Tempest deceased as aforesaid shall from the 29<sup>th</sup> Day of September now next ensuing be the sum of one Shilling and no more instead and in lieu of the said yearly Rent of £31 15s 0d **And** further that in Case the said John Tempest Party hereto his Exors or Admors cannot or do not upon such Terms or Conditions as he or they shall think just and reasonable before the 29<sup>th</sup> Day of October 1803 obtain a new lease from the said Dean and Chapter of Durham of the said Coalmines and Collieries comprized in the said present existing Lease from them to the said [last word crossed out] same

John Tempest in that Case he the said John Tempest Party hereto his Heirs or Assns shall and will upon the Request and at the Costs and Charges of the said John Lambton his Heirs Exors Admors or Assns at any Time before the 29<sup>th</sup> Day of October 1812 grant and make to the said John Lambton his Heirs Exors Admors & Assns a new Lease of the Ways Wayleaves Passages Liberties Privileges Powers and Premises demised and granted by the said John Tempest Party hereto to the said John Lambton in and by the said last recited Indentures of Lease of the 29<sup>th</sup> Day

**[Bud-8-22]**

If Tempest agrees with the Dean & Chapter before Oct. 29: 1803, Lambton to grant him a new Lease of 21 Years from that Date.

Rent 1sh. Instead of £31 15s 0d. [Margin Notes]

of October 1782 for a new or further Term of 12 Years to be computed from the said 29<sup>th</sup> Day of October 1812 under the clear yearly Rent of 300L. instead and in Lieu of the said Yearly Rent of 20L. reserved and made payable by the same Indenture of Lease, payable half Yearly and to commence from the said last mentioned Day and under and subject to the like Covenants Conditions and Agreements and with such Exceptions Reservations Provisoos and Clauses as are contained in the said last mentioned Indenture of Lease or as near thereto as the then existing Circumstances shall require or admit **and further** that in Case he the said John Tempest Party hereto his Executors or Admors shall and do before the said 29<sup>th</sup> Day of October 1803 obtain from the said Dean and Chapter of Durham a new Lease of the said Coalmines and Collieries comprized in the said present subsisting Leave in that Case the said John Lambton and John Tempest Party hereto respectively and their respective Heirs Exors Admors and Assns shall and will upon the Request of each other or of their Heirs Exors Admors or Assns of each other of them at any Time before or within six Calendar Months next after the said 29<sup>th</sup> Day of October 1803 grant and make mutual Wayleave Leases to each other of the several and respective Premises comprized in the said three several above recited Indentures of Lease for new Terms of 21 Years to be completed from the said 29<sup>th</sup> Day of October 1803 under the same Rents and upon and subject to the like Covenants Conditions and Agreements and with such Exceptions Reservations Provisoos and Clauses as are reserved by and contained in the said three several Leases respectively or as near thereto as the then existing Circumstances shall require or admit; save and except only that the yearly Rents to be payable and paid by the said John Tempest to the said John Lambton for and in respect of the said Way Leave

**[Bud-8-23]**

[Diagram of pointing hand]

Lambton to make Outstrokes into his Pensher Colliery.

Clause respecting Tempests Renewal with Dean & Chapter. [Margin notes]

Privileges and Premises demised by the said Elizabeth Chilton to the said John Tempest deceased as aforesaid shall from the said 29<sup>th</sup> Day of September now next ensuing be the Sum of One Shilling and no more Instead and in Lieu of the said yearly Rent of £31 15s 0d. **and** whereas the said John Tempest Party hereto has agreed (upon Application to him by the said John Lambton for that Purpose) to suffer him the said John Lambton his Heirs Exors Admors or Assns to make or drive one or more Outstroke or Outstrokes (in such Manner as hereinafter mentioned) from his the same John Tempests Colliery at Pensher aforesaid unto the Colliery of him the said John Lambton at Pensher aforesaid and also to make or e one or more Water-Level Drift or Water-Level Drifts for the Purpose hereinafter mentioned and also for the Purpose and subject to the Restrictions and Prohibitions hereinafter mentioned to make Use of the said Fire Engine of him the said John

Tempest Party hereto **and** whereas the said John Tempests Lease from the said Dean and Chapter of the said Coalmines situate and being under the said Lands and Grounds in the said Parishes of Pittington-Hall-Garth and Houghton-le-Spring being nearly expiring and the said Dean and Chapter or any Person or Persons to whom they may be amended to demise the said Coalmines after the Expiration of the said John Tempests Lease not being able to get the Coals to be wrought out of the said Coalmines conveyed or carried to a navigable Part of the said River Wear without a Grant of Way or Wayleave through some or other of the Estates of the said John Lambton or of the said John Tempest Party hereto lying between the said Coalmines and the navigable Part of the said River Wear it has been mutually contracted and agreed by and between the said John Lambton and John Tempest Party

**[Bud-8-24]**

If Tempest does not agree with the Dean and Chapter, no Way Leaves to be granted for Leading their Coals for 31 Years from May 23<sup>rd</sup> 1792 which will terminate May 23<sup>rs</sup> 1823. [Margin Notes]

hereto that in Case he the said John Tempest his Exors or Admors do not come to an Agreement with the said Dean and Chapter of Durham for a Renewal or Renewals of his present subsisting Lease of the said Coalmines comprized therein he the said John Lambton his Heirs Exors or Admors nor any Person or Persons in Trust for him or them or for his or their Benefit or Advantage shall not nor will not at any Time or Times within the Space of 31 Years from the Day of the Date hereof take to farm nor win or work from or under the said Dean and Chapter or their Lessees Tenants or Assns the said Coalmines comprized in the present subsisting Lease to the said John Tempest Party hereto within the said Parishes of Houghton-le-Spring or Pittington-Hall Garth or any Part thereof nor shall or will within the Space last aforesaid grant or demise to any Person or Persons whomsoever (save the said John Tempest Party hereto his Exors Admors or Assns any Waggon Way or other Way Wayleave or Passage or any Staith or Staith Room in through or upon any Lands or Grounds which he the said John Lambton is now or which he or his Heirs Exors or Admors shall or may hereafter by Purchase Discent [?] Settlement Limitation Devise or otherwise become seized possessed of or entitled to within the Parishes of Houghton-le-Spring aforesaid and of Chester-le-Street in the said County or either of them for the Leading or Conveying Laying or Placing of any Coals to be wrought or gotten out of the said Coalmines or Collieries of the said Dean and Chapter within the said Parishes of Pittington-Hall-Garth and Houghton-le-Spring or either of them from the same Coalmines or Collieries to the said River Wear or upon any such Staith or Staiths as aforesaid contiguous or adjoining thereto nor shall or will permit or suffer any Person or Persons whomsoever to lead carry or convey any such Coals to the said River Wear in Waggons Wains or any other

**[Bud-8-25]**

Intent of the Parties more fully explained.

If Tempest does not renew with the Dean & Chapter before Oct. 29<sup>th</sup> 1803 Lambton grants him a Lease of Way-leave over Chilton, and the Spouts for a Term of 9 Years from thence, viz. Chiltons Rent to be 1sh: p. Ann. [Margin Notes]

Carriages or to lay or place the same upon any such Staith or Staiths as aforesaid **and** whereas the said John Lambton and John Tempest Party hereto for better effectuating and carrying into Execution the said several Contracts and Agreements have resolved and agreed to enter into such Covenants Provisoos and Agreements as are hereinafter mentioned and contained **Now this Indenture witnesseth** that in Pursuance and Part Performance of the said recited Agreements and in Consideration of the Covenants Conditions Provisoos and Agreements hereinafter contained on the

Part of the said John Tempest Party hereto his Heirs Exors Admors and Assns to be done and performed he the said John Lambton for himself his Heirs Exors Admors doth hereby covenant promise and agree to and with the said John Tempest Party hereto his Heirs Exors Admors and Assns that in Case the said John Tempest Party hereto his Heirs Exors or Admors cannot or do not upon such Terms or Conditions as he or they shall think just and reasonable before the said 29<sup>th</sup> Day of October 1803 obtain a new Lease from the said Dean and Chapter of Durham of the said Coalmines and Collieries comprized in the said present subsisting Lease from them to the same John Tempest – in that Case he the said John Lambton his Heirs or Assns shall and will upon the Request and at the Costs and Charges of the said John Tempest Party hereto his Heirs Exors or Admors at any Time or Times before the said 29<sup>th</sup> of October 1803 (being duly licenced so to do by the Lord of the Manor of Houghton aforesaid or his Steward) make seal and execute to the said John Tempest Party hereto his Heirs Exors Admors & Assns a new Lease Demise or Grant of the Wayleave Privileges and Premises demised and granted by the said Elizabeth Chilton to the said John Tempest deceased in and by the said first above in part recited Indenture of Lease of the 23<sup>rd</sup> Day of

**[Bud-8-26]**

December 1768 and also shall and will make seal and execute a new Lease Demise or Grant to the said John Tempest his Heirs Exors Admors and Assns of the said Quay Wharf or Staith Spouts Wayleaves Liberties Privileges and Premises demised and granted or mentioned or intended to be demised and granted by the said John Lambton to the said John Tempest Party hereto in and by the said second above recited Indenture of Lease bearing Date the 29<sup>th</sup> Day of October 1782 with their and every of their respective Rights Members Incidents and Appurtenances for a new Term of 9 Years and no more to commence and be computed from the said 29<sup>th</sup> Day of October 1803 under the yearly Rent of 1 shilling and in Respect of the said Wayleave Privileges and Premises demised by the said Elizabeth Chilton to the said John Tempest deceased as aforesaid and under the yearly Rent of 20L. for and in Respect of the said Quay Wharf or Staith Spouts Wayleaves Liberties Privileges and Premises demised and granted by the said John Lambton to the said John Tempest Party hereto as aforesaid And as to the Premises demised and granted by both the said Indenture of Lease upon and subject to the like Covenants Conditions and Agreements and with such Exceptions Reservations Provisoos and Clauses as are mentioned [crossed out] contained in the said respective Indentures of Lease of the 23<sup>rd</sup> Day of December 1768 and the 29<sup>th</sup> Day of October 1782 or as near thereto as the then existing Circumstances shall require or admit **and** further that in Case the said John Tempest Party hereto his Heirs Exors or Admors shall and do before the said 29<sup>th</sup> Day of October 1803 obtain from the said Dean and Chapter a new Lease of the said Coalmines and Collieries comprized in the said present subsisting Lease, in that Case the said John Lambton his Heirs and Assns shall and will at the Request Costs and Charges and in the Time and Manner last aforesaid make

**[Bud-8 27]**

If Tempest agrees with Dean & Chapr. before Oct. 29<sup>th</sup> 1803. Then Lambton grants him a new Lease for 21 Years from thence, viz: 1sh p Ann: for Chiltons' Wayleave & 20L. per Annum for the Spouts. [Margin Notes]

seal and execute one or two new Leases Demises or Grants to the said John Tempest Party hereto his Heirs Exors Admors & Assns of the Wayleaves Quay Wharf Staith Spouts Liberties Privileges and Premises demised and granted or mentioned or intended to be demised and granted by the said Elizabeth Chilton and John Lambton respectively in and by the first and second in Part recited Indenture of Lease as aforesaid with their and every of their respective Rights Members Incidents and Appurtenances for a new Term of 21 Years to commence and be computed from the said 29<sup>th</sup>

Day of October 1803 at and under the like yearly Rent of One Shilling for and in Respect of the said Wayleave Premises and Privileges demised by the said Elizabeth Chilton to the said John Tempest deceased as aforesaid and at and under the same yearly Rent of 20L. for and in Respect of the said Quay Wharf or Staith Spouts Wayleaves Liberties Privileges and Premises demised and granted by the said John Lambton to the said John Tempest Party hereto as aforesaid and as to the Premises demised and granted by both the said Indentures of Lease upon and subject to the Performance of the same Covenants and Agreements and with such Exceptions Reservations Provisoos and Clauses as contained in and by the said respective Indentures of Lease of the 23<sup>rd</sup> Day of December 1768 and 29<sup>th</sup> Day of October 1782 or as near thereto as the then existing Circumstances shall require or admit **And this Indenture** further witnesseth that in further Pursuance and Performance of the said recited Agreements and in Consideration of the Covenant hereinbefore and of the Covenants Conditions Provisoos and Agreements hereinafter contained on the Part of the said John Lambton his Heirs Exors Admors and Assns to be done and performed he the said John Tempest Party hereto for himself his Heirs Exors and Admors doth hereby covenant promise and agree to and with the said John Lambton his Heirs Exors Admors & Assns that in Case the said John Tempest Party hereto his

**[Bud-8-28]**

If Tempest does not agree with the Dean and Chapter before 29<sup>th</sup> Oct. 1803 Tempest to grant Lambton Way-Leave for 9 Years from thence on the Terms of Lease of 1782.

If Tempest does not agree with Dean & Chapter as above, to grant Lambton a Lease of same Privileges for 12 Years from Oct. 29<sup>th</sup> 1812 at £300 per Annum in Lieu of 20L. [Margin Notes]

Exors or Admors cannot or do not upon such Terms or Conditions as he or they shall think just or reasonable before the said 29<sup>th</sup> Day of October 1803 obtain a new Lease from the said Dean and Chapter of Durham of the said Coalmines & Collieries comprized in the said present subsisting Lease from them to the said John Tempest in that Case he the said John Tempest Party hereto his Heirs or Assns shall and will at the Request Costs and Charges of the said John Lambton his Heirs Exors or Admors at any Time or Times before the said 29<sup>th</sup> Day of October 1803 make seal and execute a new Lease Demise or Grant of the said Ways Wayleaves Passages Liberties Privileges Powers and Premises demised and granted by the said John Tempest Party hereto to the said John Lambton in and by the said last above recited Indenture of Lease of the 29<sup>th</sup> Day of October 1782 with their and every of their Rights Members Incidents and Appurtenances for a new Term of 9 Years and no more to commence and be computed from the said 29<sup>th</sup> Day of October 1803 under and subject to the Payment and Performance of the same Rents Covenants and Agreements and with such exceptions Reservations Provisoos and Clauses as are reserved and contained by and in the said last above recited Indenture of Lease of the 29<sup>th</sup> Day of October 1782 or as near thereto as the then existing Circumstances shall require or admit **and** further that in Case the said John Tempest Party hereto his Exors or Admors cannot or do not upon such Terms & Conditions as he or they shall think just and reasonable before the 29<sup>th</sup> Day of October 1803 obtain a new Lease from the said Dean and Chapter of Durham of the said Coalmines and Collieries comprized in the said present existing Lease from them to the same John Tempest in that Case he the said John Tempest his Heirs or Assns shall and will upon the like Request and at the like Costs and Charges of the said John Lambton his Heirs Exors Admors or Assns at any Time before the 29<sup>th</sup> Day of October 1812

**[Bud-8-29]**

If Tempest agrees with Dean & Chap: before Oct: 29:1803: To grant Lambton a new Lease for 21 Years from the Time at same Rents, &c. as in Lease of 1782. [Margin Notes]

grant and make to the said John Lambton his Heirs Exors Admors and Assns a new Lease of the Ways Wayleaves Passages Liberties Privileges Powers and Premises demised and granted by the said John Tempest Party hereto to the said John Lambton in and by the said last above recited Indenture of Lease of the 29<sup>th</sup> Day of October 1782 for a new or further Term of 12 Years to be computed from the said 29<sup>th</sup> Day of October 1812 under the clear yearly Rent of £300 (instead and in lieu of the said yearly Rent of £20 reserved and made payable by the same Indenture of Lease) payable half-yearly and to commence from the said last mentioned Day and under and subject to the like Covenants Conditions & Agreements and with such Exceptions Reservations Provisoos & Clauses as are contained in the said last mentioned Indenture of Lease or as near thereto as the then existing Circumstances shall require or admit **and** further that in Case the said John Tempest Party hereto his Exors or Admors shall & do before the said 29<sup>th</sup> Day of October 1803 obtain from the said Dean and Chapter a new Lease of the said Coalmines and Collieries comprized in the said present subsisting Lease in that Case he the said John Tempest his Heirs or Assns shall and will at the like Request Costs and Charges and in the Time and Manner last aforesaid make seal and execute a new Lease Demise or Grant to the said John Lambton his Heirs Exors Admors and Assns of the Ways Wayleaves Passages Liberties Privileges Powers and Premises last hereinbefore mentioned for a new Term of 21 Years to commence and be computed from the said 29<sup>th</sup> Day of October 1803 under and subject to the Payment and Performance of the same Rents Covenants and Agreements and with such Exceptions Reservations Provisoos and Clauses as are reserved & contained in and by the last above recited Indenture of Lease of the 29<sup>th</sup> Day of October 1782 or as near thereto as the then existing Circumstances shall require or admit And this **Indenture**

**[Bud-8-30]**

Agreements as to the Water Course betwixt Lambtons Pensher and Mr. Tempests Engine.

Lambton has 2 Years from the Date to make his Winning from Tempests Colliery.

The Openings to be fit for the putting in of Frame Dams &c &c. [Margin Notes]

further **witneseth** that in Pursuance and further Performance of the said recited Agreements and in Consideration of the Covenants hereinbefore and of the Covenants Conditions and Agreements hereinafter mentioned and contained on the Part of the said John Lambton his Heirs Exors Admors and Assns to be done and performed he the said John Tempest Party hereto doth hereby for himself his Heirs Exors and Admors covenant promise and agree to and with the said John Lambton his Heirs Exors and Admors or Assns or his or their Viewers Agents or other Persons by him or them appointed and employed for that Purpose at any Time or Times within the Space of two Years next ensuing the Date hereof at any of the Pits or Shafts of any of the said or Coalmines of the said John Tempest Party hereto situate at Pensher aforesaid where any Coals shall be drawn to bank by the Gins Ropes Rollers or other Engines used at any of the said Pits or Shafts to descend into the same Collieries or Coalmines and there to make or drive or cause to be made or driven one or more Outstroke or Outstrokes in through or from any one of the Seams of Coal in the said Collieries of the said John Tempest Party hereto commonly called the Five Quarter Coal Seam the Main Coal Seam and the Maudlin Coal Seam into the adjoining Coalmines or Collieries of the said John Lambton at Pensher aforesaid for the Purpose of Conveying the Water which shall be or arise in the said Coalmines or Collieries of the said John Lambton into the Water-level Drift or Water-level Drifts to be made in the said Collieries of the said John Tempest Party hereto by Virtue of the Covenant next hereinafter contained if necessary or so and in such Manner as that the same Water may be drawn by the Fire Engine of the said John Tempest Party hereto his Heirs or Assns as hereafter mentioned But so and in such Manner as that such Outstroke or Oustrokes be made and formed in a fit & proper Manner to receive and admit of good and sufficient Frame-

**[Bud-8-31]**

Lambton may use Tempests Fire Engine for 31 Years from the date hereof.

Lambton to use &c. the Drifts till the Engine is over-burthened with Water. [Margin Notes]

Dams or other Works or Things to be placed therein for the Stopping and Filling up of such Outstroke or Outstrokes and the Preventing of all Communication between the said Collieries of the said John Tempest Party hereto and the said Collieries of the said John Lambton whenever the same shall be necessary to be made Use of and fixed and placed therein **and** also that it shall and may be lawful to and for the said John Lambton his Heirs Exors Admors & Assns or his or their Viewers Agents or other Peersons by him or them employed at any Time or Times within the Space of two Years next ensuing the Date hereof to make or drive any Water-level-Drift or Water-level-Drifts in the said Coalmines or Collieries of the said John Tempest Party hereto his Heirs or Assns at Pensher aforesaid for the Purpose of conveying the Water which shall arise or come by Means of or through the said Outstroke or Outstrokes from the said Collieries or Coalmines of the said John Lambton his Heirs or Assns at Pensher aforesaid to the Fire Engine of the said John Tempest Party hereto his Heirs or Assns at Pensher aforesaid so as that such Engine may draw the same Water pursuant to the Covenant hereinafter contained **and also** that it shall and may be lawful to and for the said John Lambton his Heirs and Assns to keep or continue the said Outstroke or Outstrokes and Water-level-Drift or Water-level-Drifts (save and except in the Case hereinafter mentioned) free and open for the Uses and Purposes aforesaid for and during the full Term of 31 Years to be computed from the Day of the Date hereof **and** that he the said John Tempest Party hereto his Heirs Exors Admors or Assns shall not and will not within the said Term of 31 Years on any Account whatsoever (unless the Fire Engine of the said

**[Bud-8-32]**

Power for Lambtons Agents &c. come to Bank at Tempests Pits.

Mr. Tempest to draw the Water so long as the present Engine is able, &c &c. [Margin Notes]

John Tempest Party hereto his Heirs or Assns upon its present Construction and with such Powers as the same now possesses shall not be able to draw all the Water coming through such Outstrokes and Water-Level Drifts and also the Water of the said Coalmines or Collieries of the said John Tempest Party hereto at Pensher aforesaid) shall fill or block up the said Outstrokes and Water-level Drifts or any of them but shall and will give Directions to his and their Viewers Agents and other Persons by him and them employed for their permitting and [crossed out] or suffering the said John Lambton his Heirs Exors Admors and Assigns to help the same free and open for and during the whole of the Term last mentioned if he or they shall think it necessary so to do and to use all proper Means for that Purpose but so as not to prejudice or injure the said John Tempest Party hereto his Heirs or Assns or to drown or hazard the Drowning of his or their Coalmines or Collieries at Pensher aforesaid **and** that it shall and may be lawful to and for the said John Lambton his Heirs Exors Admors or Assns or his or their Viewers Agents or other Persons by him or them appointed by the Means by which they descended the said Pits or Shafts for their safe Return to ascend and come up the same **and also** that he the said John Tempest Party hereto his Heirs & Assns shall and will from Time to Time and at all Times hereafter so long as the Outstroke or Outstrokes and Drifts hereinbefore agreed to be made and granted shall remain open cause or permit and suffer the said Fire Engine to draw all the Water which shall be or arise in the said Coalmines or Collieries of the said John Lambton his Heirs or Assns and shall run or be conveyed into and through such Drift or Drifts out of such Coalmines or Collieries and shall and will give Directions to his and their Viewer or Viewers Agents and Workmen by him or them employed accordingly in Case the said Fire



Engine upon its present Construction and with such Powers as the same now possesses shall be found

**[Bud-8-33]**

Lambton to pay Tempest the Proportion of the Engine Keeping.

Disputes as to the Engine Charge to be settled by Arbitration. [Margin Notes]

capable of Drawing such Water and also the Water of the said Coalmines or Collieries of the said John Tempest Party hereto at Pensher aforesaid but not otherwise **and** the said John Lambton for the Considerations aforesaid doth hereby for himself his Heirs Executors Admors and Assns further covenant promise & agree to and with the said John Tempest Party hereto his Heirs and Assns in Manner following (that is to say) That he the said John Lambton his Heirs Exors or Admors shall and will for and during so long Time as he or they shall have the Use and Benefit of the said Fire Engine well and truly pay or cause to be paid unto the said John Tempest Party hereto his Heirs and Assns a proportionable Part of the Expence of Repairing the said Fire Engine from Time to Time as there shall or may be Occasion and also of Working and Managing the same and of finding and providing Coals and other Things for that Purpose in Proportion and according to the Quantity of Water drawn by the same Engine out of the said Coalmines or Collieries of the said John Lambton and the Quantity of Water thereby drawn out of the Coalmines and Collieries of the said John Tempest Party hereto at Pensher aforesaid **provided** always and it is hereby declared and agreed by & between the said Parties to these Presents That in Case at any Time or Times hereafter any Dispute or Difference shall arise between the said John Tempest Party hereto his Heirs or Assns and the said John Lambton his Heirs Exors Admors or Assns touching or concerning the Sum and Sums of Money from Time to Time to be paid by the said John Tempest Party hereto his Heirs and [crossed out] or Assns for the Use and Benefit of the said Fire Engine in the Manner and Proportion aforesaid such Dispute or Difference shall from Time to Time be referred to the Award and Determination of two indifferent Persons being Viewers of or skilful in Collieries the one to be nominated by the said John Tempest Party hereto his

**[Bud-8-34]**

Lambton in Case of Tempests Engine being overcharged with Water to put in Frame Dams &c. [Margin Notes]

Heirs or Assns and the other by the said John Lambton his Heirs Exors Admors or Assns And in such Case such two Persons do not agree in their Judgement within one Calendar Month next after the Matter shall be so referred to them then the same to be settled and determined by a third Person being a Viewer of or skilful in Collieries to be nominated and appointed by the said two Persons and the Award or Determination of the said two Persons to be made within one Calendar Month next after any such Dispute or Difference shall be referred to them and the Award of such third Person to be made within one Calendar Month next after his Nomination or Appoint:t is to be final and conclusive to both the said Parties **provided** also and it is hereby further agreed and declared by and between the said Parties to these Presents that in Case by Means of any Outstroke or Outstrokes being made from the said Coalmines or Collieries of the said John Tempest Party hereto his Heirs or Assns into the said Coalmines or Collieries of the said John Lambton his Heirs or Assns or in Case by Means of making any such Water-level Drift or Water-level Drifts as aforesaid a greater Quantity of Water shall be brought into or arise in the said Collieries and [crossed out] or Coalmines of the said John Tempest Party hereto his Heirs or Assns at Pensher afores:d than the said Fire Engine is capable of Drawing upon its present Construction and with such Powers as the same now possesses Then and in such Case so happening he the said John Lambton his Heirs Exors Admors or Assns

shall and will upon the Request and Notice of the said John Tempest Party hereto his Heirs or Assns or his or their Viewer or Agent to be made and given to the said John Lambton his Heirs Exors or Admors or his or their Viewer or Agent at the proper Costs and Charges of him the said John Lambton the said John Lambton his Heirs Exors Admors or Assns or Assns forthwith will and sufficiently place and fix in every such Outstroke and Drift which by

**[Bud-8-35]**

Lambton to pay for any Injury sustained by Tempest on Acc:t of this Communication being made.  
[Margin Notes]

him the said John Lambton his Heirs Exors Admors or Assns shall have been made or used by Virtue of the Covenant and Agreement hereinbefore for the Purpose contained good and effectual Frame Dams or other Works or Things so as totally to prevent any Kind of Communication between the said Coalmines or Collieries of the said John Tempest Party hereto his Heirs or Assns and the said Coalmines or Collieries of the said John Lambton his Heirs or Assns **and** the said John Lambton for himself his Heirs Exors and Admors doth hereby further covenant promise and agree to and with the said John Tempest Party hereto his Heirs and Assns that in case by [crossed out] by Means of any such Outstrokes or Drifts as aforesaid being made or driven by the said John Lambton his Heirs Exors Admors or Assns by Virtue by Virtue [last two words crossed out] of the Covenant & Agreement hereinbefore for that Purpose contained any Accident Misfortune or Injury shall be brought upon or done to the said Coalmines or Collieries of the said John Tempest Party hereto or whereby the same John Tempest his Heirs or Assns shall sustain any Loss or Damage or be necessarily put to any extraordinary Expence whatsoever Then and in such Case so happening he the said John Lambton his Heirs Exors Admors or Assns shall and will pay and make full Satisfaction and Compensation to the said John Tempest Party hereto his Heirs or Assns for all such Loss or Damage & all such extraordinary Expence **provided always &** it is hereby declared and agreed by and between the said Parties to these Presents that in Case in Consequence of any such Accident Misfortune or Injury or any such extraordinary Expence happening any Dispute or Difference shall arise between the said John Tempest Party hereto his Heirs or Assns and the said John Lambton his Heirs Exors Admors or Assns touching the Quantum of such Loss or Damage or extraordinary Expence or otherwise relating thereto then and in every such Case so happening such Dispute or Difference shall from Time to Time be referred

**[Bud-8-36]**

Lambton not to take the Dean and Chapters Collieries &c. &c. [Margin Notes]

to the Award and Determination of two indifferent Persons being Viewers of [missing word? or?] skilful in Collieries, the one of them to be named by the said John Lambton his Heirs Exors Admors or Assns and the other of them by the said John Tempest his Heirs or Assns to adjudge and determine within the Space of one Calendar Month next after such their Appointment what Loss or Damage or extraordinary Expence shall have been sustained or suffered by the said John Tempest his Heirs or Assns by Means of such Accident Misfortune or Injury and what Sum or Sums of Money ought to be paid by the said John Lambton his Heirs Exors Admors or Assns to the said John Tempest his Heirs or Assns for or on Account of the same **and** if the said two Persons do not agree in their Judgement within the Calendar Month next after such their Appointment then the same shall be referred to and determined within the Space of one Calendar Month then next after by the one other indifferent Person being a Viewer of or skilful in Collieries to be named and appointed by the said two Persons and the Award or Determination of the said two Persons or of the said one Person in Manner aforesaid is to be final and conclusive to both the said Parties **And this Indenture further witnesseth** that in Pursuance and full Performance of the said recited Agreements and in

Consideration of the Covenants hereinbefore contained on the Part of the said John Tempest Party hereto his Heirs Exors Admors and Assns to be done and performed He the said John Lambton for himself his Heirs Exors Admors & Assns doth hereby covenant promise and agree to and with the said John Tempest Party hereto his Heirs Exors Admors and Assns that in Case the said John Tempest Party hereto his Heirs Exors or Admors do not come to an Agreement with the said Dean and Chapter of Durham for Renewal or Renewals of his present subsisting Lease of the said Coalmines contained therein He the said John

**[Bud-8-37]**

Lambton his Heirs Exors Admors or Assns nor any Person or Persons in Trust for him or them or for his or their Benefit or Advantage shall not nor will at any Time or Times hereafter within the Space of 31 Years from the Day of the Date hereof take to farm nor occupy win or work from or under the said Dean and Chapter or their Lessees Tenants or Assns all or any Part of the said Coalmines so hereinbefore mentioned to be demised to the said John Tempest Party hereto within the said Parishes of Houghton-le-Spring and Pittington Hall Garth or either of them nor shall or will within the Space last aforesaid grant or demise to any Person or Persons whomsoever or (save and except [last two words crossed out] the said John Tempest Party hereto his Exors Admors or Assns) any Waggon Way or other Way Way Leave or Passage or Staith or Staith Room in through over or [last word crossed out] along or upon any Lands or Grounds which he the said John Lambton is now or which he or his Heirs Executors or Admors shall or may hereafter by Purchase Descent Settlement Limitation Divise or otherwise become seized possessed of or intituled to within the said Parishes of Houghton-le-Spring and Chester-le-Street or either of them for the Leading or Conveying in Waggons Wains Carts or any other Carriages or otherwise or for the laying or placing of any Coals to be wrought or gotten forth or out of any Coalmines or Collieries of the said Dean and Chapter within the said Parishes of Houghton-le-Spring and Pittington Hall-Garth or either of them from the same Coalmines or Collieries to the said River Wear or upon any such Staith or Staiths as aforesaid contiguous or adjoining thereto, nor shall or will permit or suffer any Person or Persons whomsoever to lead carry or convey any of such Coals to the said River Wear in Waggons Wains or any other Carriages or to or place the same upon any such Staith or Staiths as aforesaid

**[Bud-8-38]**

**In witness** whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first within written.

J. Lambton (L.S.)

John (L.S.) Tempest

Signed Sealed and Delivered by the within named John Lambton and John Tempest Party to the within written (being first duly stamped) in the Presence of us

Geo. Pearson

Wm. Fenwick

**[Bud-8-39]**

**Abstracts from Sir John Edens' Lease of Harrington Mill Colliery granted to John Tempest Esq.**

Dated Nov. 22: 1793.- Term 21 Years from Nov. 22: 1793 – Expires Nov 22: 1814. Certain Rent 350L.

The Ten 420 Bolls. - Tintale [?] Rents – Five Quarter Coal 17 Sh. Main Coal 25/Sh. Maudlins

17Sh. Huttons 20 Sh.

No Rent for Coals consumed by the **Fire Engines.** - 15 Tons of Fire-Coal allowed for the Workmen yearly.

Damages 40 Sh. Per Acre.

**Mem: The above Lease was renewed by Sir John for a Term of 21 Years from the 22 Nov: 1805: The former Rents continue for 9 Years; that is the Term in the old Lease; and from thence to the Termination of the new Lease an Advance of 2s/6d per Ten.**

[Bud-8-40]

**Abstracts from the Leases granted to the late Jno. Tempest Esq.;**

Lessors	Premises	Date	Term	Commencement	Rent	Expiration	Remarks
Eliz.) Wilson of) Newbottle)	Wayleave over her Copyhold and Leasehold Lands there	22 Jan: 1782	Years 21	12 <sup>th</sup> May 1782	£ s d 35 - -	12 <sup>th</sup> May 1803	£ Copyhold 30 Leasehold 5
Anthony Taylor of Great Lumley	Wayleave over Lands in Newbottle called Dubmires Moor and Bridge End	20 <sup>th</sup> Oct: 1781	21	12 <sup>th</sup> May 1781	30 - -	12 <sup>th</sup> May 1802	
Anthony Storey of Newbottle and Mary his Wife	Wayleave over two Closes in Newbottle called Dubmires Moor and Segg Letch	22 <sup>nd</sup> Dec: 1789	21	22 <sup>nd</sup> Nov: 1789	40 - - 30 F.. [illegibl e] of Coals 8 Bolls each	22 <sup>nd</sup> Nov: 1810	
Thomas Byers Esq.	Wayleave over Lands in Newbottle called Stotts Close or Pasture	25/03/81	21	25/03/81	25 - -	25/03/02	

**[Bud-8-41]**

John Lambton Esq.	Dog-hole Staith Quay or Wharf in Length 16 Yards. Also the Spouts, &c. Also, Wayleave through Pensher Wood to Mr. Tempests hollowell Bank Also Wayleave over Burnt Moor and Birds' Nook	29 <sup>th</sup> Oct: 1782	21	29 <sup>th</sup> Oct 1782	40 - - Staith and Spouts 20£ Wayleave over Burnt Moor 20£ if used	29 <sup>th</sup> Oct: 1803	For all these Wayleaves &c &c see the foregoing Deed of Covenant
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**Abstracts from Leases granted by the late John Tempest Esq.**

To John Lambton Esq.	Wayleave through Pensher	29 <sup>th</sup> Oct: 1782	21	29 <sup>th</sup> Oct: 1792	20 - -	29 <sup>th</sup> Oct 1803	See the Deed
The Earl of Scarborough	Wayleave through Pensher & Staith Room there.....	27: Aug: 1777	21	25: Dec: 1779	320 - -	25 Dec: 1800	
Ditto	Do. over other Lands in do.	3: Sep: 1778	21	25: Dec: 1779	280 - -	25 Dec: 1800	
John Nesham Esq.	Dwelling, Staithman &c. houses; Staiths, Wharfs, Quays, 12 Keel-	15 <sup>th</sup> June 1774	21	13: Feb: 1774	100 for 1 <sup>st</sup> 2 Years & 300 for the Remainder	13: Feb: 1795	

	Births, and Wayleave over Pensher Lands						
--	---	--	--	--	--	--	--

N.B. A further Rent of 5sh per Cha: for all Surplus above 16 Thousand Chaldrons, for which the certain Rent is paid: Also to pay 10sh a Chaldron for all Coals delivered at the Ports of Great Yarmouth or Lynn Regis in Norfolk

**[Bud-8-42]**

**Heads of Mr. Lewis Leggs Contract for Working and delivering the Coals at and from the several Collieries.**

See the annexed printed Conditions!

**[Bud-8-42a]**

**April 10<sup>th</sup>, 1801**

**Conditions on which the Workings of Sir Henry Tempest Vane, Bart.'s Collieries at East-Rainton, Pensher and Harrington-Mill are to be let to an Undertaker.**

1<sup>st</sup>. The Term to be 5 Years, from the 30<sup>th</sup> Day of June next; and to terminate at the End of the 2d, 3d, or 4<sup>th</sup> Years, at the option of either Party, on giving 6 Months Notice in Writing.

2d. The certain annual Quantity to be *vended*, to be fixed at 36000 Chaldrons.

3d. [The Undertaker to take the dead Stock, viz. The Fire-Engines, Machines, Waggon-Ways, Waggons, Buildings, Erections, Works, Fixtures, and Materials, and such as are particularly stated in the Valuation made on the Entry of the present Undertaker, at a fair Valuation; and at the End or other sooner Determination of the Term, the Owner and Undertaker to be accountable to each other for any Deficiency or Excess in Value, provided such Excess arises on useful Materials, to be then judged of by Arbitrators.

4<sup>th</sup>. The Undertaker to take the live and using Stock, viz. Horses, Hay, Corn, Utensils about the Stables, Rails, Sleepers, loose Timber (if useful), Deals, Ropes &c. as entered on by the present Undertaker, at a fair Valuation: One Moiety of the Amount to be paid at 6, and the Remainder at 12 Months from the Commencement of the Term.

5<sup>th</sup>. The Undertaker may make new Erections, or remove any Machines, at his own Costs and Charges.

6<sup>th</sup>. The Collieries to be fairly wrought; and no other Coals but Sir Henry's to be led along the Waggon-Ways, &c.

7<sup>th</sup>. Sir Henry may lead any other Coals along the Waggon-Ways, on paying the Undertaker after the Rate of 2s. per *Ten* (of 440 Bolls) per Mile.

8<sup>th</sup>. The Collieries to be left at the End of the Term, in a fair working State and Condition; and, during the same, to be wrought in the best Manner possible for obtaining large and clean Coals.

9<sup>th</sup>. Barriers, of 20 Yards in Breadth, to be left, as the Owner may direct, next to adjoining Collieries, and for the Security of Air and Water Courses, &c. &c.

10<sup>th</sup>. Owner to have Liberty to view, &c. &c.; and take Accounts of Leadings, Workings, &c.

**[Bud-8-42b]**

(2)

11<sup>th</sup>. Undertaker to keep the Shafts, Air and Water Courses, in sufficient Repair, so far as relates to *his* Workings during the Term.

12<sup>th</sup>. Undertaker to give Copies of Presentments every 14 Days, properly vouched.

13<sup>th</sup> Owner may gauge Waggons, &c. &c.; and, if too little, have them enlarged.

14<sup>th</sup>. Undertaker not to leave more than 2000 Chaldrons of Coals wrought at the End of the Term.

15<sup>th</sup>. Owner may sink new Pits, drive Drifts, &c. &c. making Compensation to the Undertaker for the Use of his Machines, and other Matters and Things necessary for such Purposes, whenever required.

16<sup>th</sup>. The Prices to be paid to the Undertaker every 14 Days, for the Whole of the Coals led to the River, and for the Coals resting at the Pits, as nearly as the same can be estimated or accounted for.

17<sup>th</sup>. Undertaker to pay all Cesses and Taxes, excepting the Land-Tax.

18<sup>th</sup>. Undertaker to pay for damaged Ground, - and likewise for Trespasses, through Neglect of keeping Gates, &c.

19<sup>th</sup>. Full settlings, and clear Payments to be made to the Undertaker, at the End of every 6 Months.

20<sup>th</sup>. All usual and necessary Clauses and Provisos to be introduced into the Agreement to be executed for this Undertaking.

21<sup>st</sup>. Any matters admitting of, or liable to Dispute, to be settled by Arbitrators and Umpire, as usual.

22<sup>nd</sup>. Whenever the Expence of the Pitmen's Bindings shall exceed 3d. per Chaldron on the Year's Workings, the Owner and Undertaker shall bear the extra Charge in Moieties, provided the Undertaker binds his Men on as good Terms as they are engaged at in the neighbouring Collieries.

23<sup>rd</sup>. The average Price of Oats to be fixed at 5s. per Boll; and whatever they shall exceed that Price shall be paid in Moieties by the Owner and Undertaker: A proper Person to be appointed to fix the same, once a Month, from the Averages of the Newcastle Oat Market during that Month: If under 5s. per Boll, the Owner to be paid a Moiety of the same.

24<sup>th</sup>. New Hay to be stated at 3L. per Ton; and the Owner and Undertaker to settle the Excess or

Deficiency in Price, in the same Manner as for the Oats, above-mentioned. These settlings and Payments to be made every 6 Months.

25<sup>th</sup>. The Loss on finding of Rye for the Workmen to be put on the same Footing as the Finding of Oats and Hay, just mentioned.

26<sup>th</sup>. The Undertaker to have the Farms now occupied with the Collieries, at a Rent proportioned to the above standard Prices of Oats and Hay; but to have no Compensation for so many Colliery Horses as, on fair Estimation, such Farms can support.

**[Bud-8-43]**

(3)

Undertakers, proposing, must set down, in Writing, at how much per Chaldron they will work the high-main Coal Seam in the Pensher and Harrington-Mill Pits, and deliver the same at the Staith or Spouts on the River.

As also for the Hutton Seam, at the North Pit, East-Rainton Colliery, to be wrought and delivered as above.

The Prices to be considered on a yearly Vend of 36000 Chaldrons.

If the Vend falls short of, or exceeds the said 36000 Chaldrons, the Proposer must likewise say how much per Chaldron he will take for such Deficiency, and how much per Chaldron he will abate for such Excess, whenever the same shall happen, at the different Collieries; the Vend being fixed at 24000 Chaldrons from Pensher and Harrington-Mill, and 12000 from East-Rainton Colliery.

**[Bud-8-44]**  
**1799.**

Memorandum.

From the great Waste of Coal in the Highmain Coal Seam, in the several Collieries on the River Wear, on account of the Winnings not being large enough, whereby, on the first Attempts to work Pillars either Creeps took Place or the Ridding and Timbering necessary to obtain a second Working became so chargeable as to render Attempts of that Kind abortive: It was thought right to insist on Mr. Legg altering the Mode of Working by increasing the Winnings from 10 to 13 Yards, to bind the Headways's & narrow Bords with Coal; to turn the Bords narrow for 4 Yards; and throw them in narrow for the same Length at the Pillar, also to bind them with Coal. In Consequence of this Alteration for obtaining a valuable second Working, the following Estimate was made, for Compensating Mr. Legg for this Change from his original Agreement; viz:

s. d.

Driving 8 Yards of narrow Bord .....at 8d.....	5 4
Cutting up, Laying out &c. &c.....	1 0
Hewing 92 Scores of Coals, the Produce under the) at 3d. Top, in the Headways' & Narrow Bord.....)	2 4 1/2
10 Yards of Headways driving extra under Top [?].... at 2d.	1 8
1 Yard of extra Headways in holing the Walls.....	<u>1 4</u>
	11 8½

A Bord of 22 Yards in Length under the above Circumstances & 10 Yards of Wall produces 24



Scores of 24 [illegible – Fleck?] Corves or 63 Chaldrons of Coals, which comes to 24 extra of Chaldron: But for sundry Expences & Inconveniencies suffered by the Undertaker where large Winnings are adopted, I have called the same 2½ per Chaldron, as an Allowance to Mr. Legg.

N.B. Length of pillar 22 yards; Height of Seam 6 Feet; Breadth of Headway 2 Yards; Top Binding of Coal 10 Inches. Bords 14 Yards 4 Yards wide, and 8 Yards 3 Yards wide.

**[Bud-8-45]**

**Statement of Acct.** with Miss Lambton for **Coals** wrought by **Outstrokes** from her Colliery at South Biddick; from Dec. 7<sup>th</sup> 1793 to and with Dec. 31: 1799.

Wrought out of the	Miss M. Lambton's Premises		Sir H. T. Vanes Estate adjoining		Total	
	Scores	Cor.	Scores	Cor.	Scores	Cor
Dove Pit...High Main Coal	1509	16	6141	19		
Restoration D..... Ditto			7894	2		
Expectation D..... Ditto	310	10				
Content D..... Ditto	<u>188</u>	<u>9</u>	<u>4169</u>	<u>9</u>		
	2009	3	18205	9	20214	12
Restoration do. ... Hutton's Seam	<u>1816</u>	<u>10</u>	<u>5845</u>	<u>2</u>	7661	12
Content do. ... Five Quarter Coal	2207	16	5152	6		
Dove do....Ditto	<u>1441</u>	<u>7</u>	<u>1602</u>	<u>10</u>		
	3648	17	6754	16	<u>10403</u>	<u>12</u>
					38279	15

The Leadings from the above Pits, and in the Time abovementioned were as follows, Viz:

The Dove.....25999 Waggons of 19 Bolls each  
 Restoration .....38706 Ditto  
 Expectation ..... 920 Ditto  
 Content ..... 26428 Ditto  
**Total            92053** Ditto

The Coals from the several Seams being teemed over the Heaps abank in Mixture, and the Heaps never having been grounded; the Proportions are made as follows, on the other Side.

**[Bud-8-46]**

Continued.

Total Works: Tot. Leads: M.C. Works: Leadings  
 Scores Cor. Waggons Scores Con Wagg.

As 38279 15 92053 20214 12 48611 from Main Coal  
 7661 12 18424 " Hutton's do.  
 10403 12 25018 " 5/4 Coal do.  
 92053 **Total**

Main C. Works		M.C. Leads.	Sir Hen. Works		Sir Hen. Leads	
Scores	Corves	Waggon	Scores	Corves		
20214	12	48611	18205	9	43780	from Main Coal
Huttons		Huttons	Huttons			
7661	12	18424	5845	2	14056	From Huttons do.
Five Qrs.		Five Qrs.				
10403	12	25018	6754	16	16244	From Five Quarters

Estimate of Coals consumed.

Bolls

Led to the Workmen 3459 Waggon ..... at 19 Bolls each = 65721  
 Do. 534 Ballast do. .... at 10 do. do. = 5340

The Engine drawing Water for the Machines as well as the Colly. )  
 Tenders, consumes 58 Coop Wag: of 10 Bolls each & 36 Ballast ) 350 Chs.  
 Waggon of 12 1/2 Bolls each, amounting to 42 Chaldrons in 6 )  
 Weeks, which being large say only P. Ann. )

This for 4 1/2 Years will amount to ..... 1575 Chs.

Deduction, viz:

The Engine being employed only for the Pumping of Water for the )  
 Machines up to Feb. 14<sup>th</sup> 1795: and allowing the Pumping of )  
 Colliery Feeders to be 1/3 of the whole; the Reduction of 1/3<sup>rd</sup> the ) 135 Chs.  
 Consumpn. Viz: 350 Chs. for 1 1/6 Years will be – say... ) = 34560

Total Consumption from Dec. 7:1793 to May 19<sup>th</sup> 1798 = 105621  
 Consumed in 4 1/2 Years by Workmen 71061 Bolls )  
 by Engine 37800 do. ) is 24191 p. Ann.

From May 19: 1798 to and with Dec. 31: 1799 is 1 3/5 Years which at )  
 24191 Bolls p. Ann comes to ..... ) = 38705  
 Or 2749 Scores with a 20 [illegible - Pick?] Corf. **Total ..... 144326 Bolls**

**[Bud-8-47]**

Consumption proportioned						
Total Works:		Total Cons.:	Sr. Hen.'s Work:		Cons. By Sr. H's. Works	
Scores	Corves	Scores	Scores	Corves	Scores	Corv.
As 38279	15	2749	30805	6	2212	5 =
						Tons Bolls
						277 356

**General Statement** of the Acct.

**Miss Lambton**

in Acct. with Sir H. T. Vane Bart.

For **Coals** wrought out of his Estate at Painisher [sic], from Dec. 7: 1793 to and with Dec. 31: 1799, viz:

Tens	Bolls			£.	s.	d.
1990	0	of high main Coal ...	at 32/0p	3184	0	0
638	380	of Hutton's D: ....	at 24/0p	766	13	9 ¾
738	152	of Five Quarters d:	at 22/0p	812	4	0
277	356	of D. consumed as above	at 22/0p	<u>305</u>	<u>12</u>	<u>8 ¾</u>
				<b>5068</b>	<b>10</b>	<b>6 ½</b>
Cr.				£.	s.	d.
By sundry payments				3600	0	0
By Allowce. For Working Main Coal Pillars *				361	15	5 ¼
By 97 Tens and 21 Bolls of 5/4 Coal allowed for )						
6 Years and 24 Days Consumption at 16 Tens a Year)				<u>106</u>	<u>15</u>	<u>1 ¼</u>
and at 22/0p Ten... )				<b>4068</b>	<b>10</b>	<b>6 ½</b>
Balance due to Sir Henry ...				<b>£1000</b>	<b>0</b>	<b>0</b>

\*This Allowance was made for betwixt 5 and 600 Tens wrought in the high-main Coal Pillars, under Circumstances of very bad Cover, &c. &c.

**[Bud-8-48]****Copy.**

Settling of the Charge for Drawing the Water from Sir Henry T. Vanes and Mr. Lambton's Collieries at Pensher by Sir Henry's Fire Engine there.

From Dec. 31<sup>st</sup> 1795 to and with Dec. 31<sup>st</sup> 1797

	£.	s.	d.
Engine: Mens Wages, Leather, Oil, Candles	80	0	6
416 Chaldrons of Coals consumed ..... at 7/6	156	0	0
Repair of all Kinds of Materials ....at 2L.	<u>208</u>	<u>0</u>	<u>0</u>
	£444	0	6

	£.	s.	d.
Paid by Lambton's Reps.	222	0	3, being a Moiety.

**[Bud-8-49]****Copy.**29<sup>th</sup> Oct. 1782

John Lambton Esq. To John Tempest Esq.: Lease of a Key and Spouts and Way-leave &c. in Grounds at Pensher Wood for 21 Years commencing from the Date:---- [sic] Rent 20L. Per Annum for the Key, &c. and 20L per Ann. For Wayleave through Burnt Moor and Birds' Nook to commence from the laying the Way.

**This Indenture** made the 29<sup>th</sup> Day of October, in the 23<sup>rd</sup> Year of the Reign of our Sovereign Lord George, and in the Year of Our Lord **1782**. **Between** John Lambton of Lambton Hall in the County of Durham Esquire of the one Part and John Tempest of Brancepeth Castle in the said County Esquire of the other Part **Witnesseth** that the said John Lambton as well for and in Consideration of the yearly Rents hereinafter reserved as of the Covenants and

Agreements hereinafter mentioned and expressed to be done and performed on the Part & Behalf of the said John Tempest his Exors Admors and Assns and for divers other good Causes and Considerations the said John Lambton hereunto moving **Hath** demised granted and to farm letter and by these Presents **doth** demise and to farm let unto the said John Tempest his Exors Admors and Assns **All** that Part of the Key Wharf or Staith commonly called or known by the Name of the Dog-hole Staith situate lying and being at or near the West

**[Bud-8-50]**

End of Pensher Wood in the Lands and Grounds of the said John Lambton at Pensher in the said County containing in Length 16 Yards or thereabouts and now in the Possession or Occupation of the said John Tempest **and also** all those Spouts now fixed erected and used there or to be erected fixed or used by the said John Tempest for conveying and delivering of Coals forth or out of loaden Waggons into Keels and Boats lying riding or mooring in the River Wear at or near the said Staith or Spouts with Liberty and Power to moor Keels and Boats at or near the said Staith & Spouts for the Purpose aforesaid **and** also all that Waggon Way and Way-leave used and enjoyed by the said John Tempest in through over and along the Lands and Grounds of the said John Lambton called Pensher Wood to and from the Lands and Grounds of the said John Tempest at Pensher aforesaid called Hallywell Bank unto and from the said Staith called Dog-hole Staith to and for the Purpose hereinbefore and hereinafter mentioned which said Way and Passage contains in Breadth 11 Yards or thereabouts including the Gutters on each side thereof **and** also one other Way and Passage and Bye Way to contain in Breadth 13 Yards (the Gutters on each side thereof included) to be chosen and set out by the said John Tempest his Heirs Exors Admors & Assns at any Time during the Term hereinafter mentioned and to be used as a Wain Way or Wain Ways Cart Way or Cart Ways Waggon Way or Waggonways and Side Way or Side Ways in through over and along all or any of the Lands Closes and Parcels of Ground of or belonging to the said John Lambton his Heirs & Assns or any of them situate lying and being at Burnt Moor and Birds Nook or any Part thereof in the said

**[Bud-8-51]**

County of Durham And also full and free Liberty Power and Authority to and for the said John Tempest his Exors Admors & Assns from Time to Time and at all Times during the Term hereinafter in and by these Presents thereof granted to lay place and fix within the said Limits of 13 Yards broad (including the Gutters) Timber Rails Sleepers Troughs Wood Iron and all other Materials for the making amending repairing laying and placing in upon & along the said last mentioned Lands and Grounds or any Parts thereof a sufficient and convenient Waggon Way Wain Way or Cart Way or Ways and Bye Way or Side Way with full Power and Liberty to and for the said John Tempest his Exors Admors Servants Agents Work People and Assigns from Time to Time and at all Times during the Term thereof hereby granted to lead bring and lay suitable Materials upon the several Lands and Grounds of the said John Lambton within the Limits aforesaid or any Part thereof and to enter into and upon the same or any Part thereof with Horses Cattle Carriages and all other Things and there to abide remain and continue to work for\* + the said John Tempest his Exors Admors and Assns from Time to Time and at all Times during the Term or Time hereby granted to use and employ the said several Ways and Passages either on Foot or on Horesback and to or with Carts Wains Waggons or any other Carriages whatsoever to be used and employed by the said John Tempest his Exors Admors & Assns for the Uses and Purposes hereinafter mentioned **And** also full and free Liberty at all Times during the Term hereby granted to make digg [sic] or cut Gutter or Gutters Trench or Trenches in or through any Part of the said Lands and Grounds within the Limits or Bounds of the said several Ways hereby granted for carrying away and setting off the Water from the said Ways or either of

[The following paragraph written sideways down the left-hand margin]

\*the making amending or repairing of the said Staith and Spouts and the said several Ways or Passages for Wains Waggons Carts or other Carriages as often as Occasion shall require from Time to Time during the Term thereof hereby granted And also full Power to and for +

**[Bud-8-52]**

them or any Part thereof and to digg cut and use the Soil and Ground within the Limits aforesaid for laying fixing making and placing the said Way and for raising any Mounts or building any [last word crossed out] Bridges and to bring lead and lay Stones Rubbish Earth or Gravel for the Purposes aforesaid and full Power Liberty and Authority to alter change and remove the said Way & Passage intended to be laid and used on or over the said Lands & Grounds of the said John Lambton called Burnt Moor & Birds Nook from Time to Time as there shall be Occasion during the Term hereby granted And to do all such or the like Acts Matters or Things as aforesaid

necessary or convenient for the doing thereof so as only one Main Way and Bye Way be used at a Time in and through the said Lands and Grounds called Burnt Moor & Birds Nook and not two or more Way or Ways there to and for the Uses herein mentioned Which said Ways and Passages Liberties & Privileges aforesaid are so hereby granted to and for the Use & Benefit of the said John Tempest his Heirs Exors Admors and Assns for leading carrying and conveying all such Coals as he or they shall during the Term hereby granted work win get and obtain forth and out of all or any Coalmines and Collieries lying and being within and under all or any Lands Grounds Tenements and Hereditaments within the several Parishes of Houghton-le-Spring and Pitlington or either of them in his and their own Right and to and for his and their own Use Benefit and Advantage only and not to and for the Use of or in Partnership with any other Person or Persons or his or his [sic] or their Collieries or Coalmines and also for leading and conveying all Sorts of Timber Deals Ropes Iron and other Things and Materials to be used and employed at or about the said Collieries or Coalmines or the Management or Carrying-on the same so as the said John Tempest his Exors Admors or Assns

**[Bud-8-53]**

shall do as little Spoil Waste or Damage to the same Lands and Grounds of the said John Lambton as they reasonably can or may in using and enjoying the said Liberties Powers and Privileges or any of them and so as the same Way so to be chosen by the said John Tempest his Heirs and Assns as aforesaid shall not prejudice obstruct or hinder the full and free Use and Enjoyment of the Waggon Ways already laid out and now used or at any Time hereafter to be laid by the said John Lambton his Heirs or Assigns before such Choice be made by the said John Tempest in upon and along the said several Lands and Grounds of the said John Lambton or the Passage of the Waggons or other Carriages upon or along the same unless the same be only occasioned by or in crossing over the said several Waggon Ways there now laid used or enjoyed or any of them which it shall and may be lawful to and for the said John Tempest his Exors Admors and Assns and his and their Work People and [last word crossed out] or Agents to do accordingly And so as as such Place or Places of Crossing or Passing over the said Ways or either of them or any Part thereof shall be made and from Time to Time repaired and amended by the said John Tempest his Heirs Exors Admors and Assns at his and their proper Costs and Charges Except and always hereby reserved to the said John Lambton his Heirs and Assns full Power to and for him and them from Time to Time at his and their Wills and Pleasures to give grant or demise unto any other Person or Persons for any Time Term or Number of Years Liberty Licence and Power to pass and repass over and across the said Ways hereby demised or either of them or any Part thereof with loaden and unloaden Waggons Carts Wains or other Carriages so as the Place or Places of Crossing be made repaired maintained and kept at the Costs and Charges of the Person or Persons his and their Exors Admors and Assns that shall so use the same

**[Bud-8-54]**

And also except Liberty and Licence to and for the said John Lambton his Heirs and Assns and his and their Tenants and Farmers of the said Lands and Grounds and their Servants and Work People by them employed to go on Foot or on Horseback or to or with Cattle Wains Carts or other Carriages loaden with any Thing (except Coal) over and along the said Ways hereby demised or any Part thereof for the Use Management Conveniency or Husbandry of his and their said Lands and Grounds or to view the same and the State or Condition thereof so as such Person or Persons shall not thereby wilfully stop obstruct or hinder the Passage of the Waggons Wains Carts or other Carriages of the said John Tempest his Heirs Exors Admors or Assns as aforesaid **To have and to hold** the said Staith Spouts Ways Passages Liberties Privileges Powers and Premises hereby demised granted and to farm letten [?] or mentioned or intended so to be (except as before is excepted) unto the said John Tempest his Exors Admors and Assns from the Day of the Date hereof for and during and to the full End and Term of 21 Years from thenceforth next ensuing fully to be compleat and ended **yielding and paying** therefore yearly and every Year during the said Term unto the said John Lambton his Heirs and Assns for the said Staith Spouts and Way to and from the same at Pensher aforesaid unto and from the said Hallywell Close the yearly Rent or Sum of 20£ of lawful Money of Great Britain at two Days or Times in the Year (that is to say) at or upon the 29<sup>th</sup> Day of April and the 29<sup>th</sup> Day of October by even and equal Portions without any Diductions [sic] or Abatements whatsoever for or by Reason of any Taxes Assessments Impositions or Duties which now are or at any Time during the said Term shall be laid

**[Bud-8-55]**

charged or imposed upon the said Premises hereby demised or the said Rent or the said John Lambton his Heirs or Assns for or in Respect thereof by any Act or Acts of Parliament or otherwise howsoever the first Payment thereof to begin and be made upon the 29<sup>th</sup> Day of April next ensuing the Date hereof and so successively every Half Year during the Continuance of the said Term on the Days aforesaid **and also yielding and paying** yearly and every

Year during the said Term unto the said John Lambton his Heirs and Assns for the said Way or Passage hereby demised or intended to be made laid over and along the said Lands and Grounds called Burnt Moor and Birds Nook and other the [sic] Premises the further yearly Rent or Sum of 20£ of lawful money of Great Britain by half-yearly equal Payments at the Days and Times aforesaid without any Deduction or Abatement whatsoever as aforesaid the first Payment of the said last mentioned yearly Rent of twenty Pounds to begin and be made at such of the said Days as shall first happen next after the said John Tempest his Exors Admors & Assns shall begin to lay or use the said last mentioned Way in over and along the said Lands and Grounds of the said John Lambton called Burnt Moor and Birds Nook and so successively every half Year at the Days aforesaid for so many Years of the said Term and for and in such Year and Years thereof only as the said John Tempest his Exors Admors and Assns shall use the said last mentioned Way and not in or for any other Year or Years of the said Term **provided** always that if the said yearly Rents hereinbefore

**[Bud-8-56]**

reserved or any Part thereof shall be behind or unpaid in Part or in all by the Space of 30 Days next after either of the said Days or Times hereinbefore appointed for the Payment thereof the same being first lawfully demanded It shall & may be lawful to and for the said John Lambton his Heirs and Assns into the said Premises or any Part thereof to re-enter and the same to have again retain repossess and enjoy as in his and their former Estate until he and they shall be fully paid and satisfied the said several yearly Rents hereby reserved and all Arrears thereof and all Charges & Expences to be occasioned by non-payment thereof Or in Case Default be made in the Payment of the said several yearly Rents hereby reserved or any Part thereof by the Space of 40 Days next over or after the same ought to be paid as aforesaid Demand being first made thereof as aforesaid that then and from thenceforth it shall and may be lawful to and for the said John Lambton his Heirs and Assns to stop obstruct and hinder the said John Tempest his Heirs Exors Admors Servants Work People and Assns from Driving Passing and Repassing to or with any Horses Wags. Wains Carts or any other Carriages or to lead Coals in or along the said Ways and Premises hereby granted or any Part thereof and to do all such Acts and Things for that Purpose as to the said John Lambton his Heirs or Assns shall seem meet or convenient this Indenture or any Thing herein contained to the contrary thereof in anywise notwithstanding And the said John Tempest for himself his Heirs Exors Admors or Assns **Doth** covenant promise grant and agree to and with the said John Lambton his Heirs and Assns by these Presents in Manner and Form following (that is to say)

**[Bud-8-57]**

That he the said John Tempest his Exors Admors and Assns shall and will well and truly pay or cause to be paid to the said John Lambton his Heirs and Assns the said several yearly Rents above reserved at the said Days and Times at which the same ought to be paid as aforesaid in Manner and Form and according as the same are above severally reserved and made payable as aforesaid without any Deductions or Abatements whatsoever for or by Reason or Means of any Taxes Impositions or Duties as aforesaid And that the said John Tempest his Exors Admors and Assns shall and will from Time to Time during the Continuance of the said Term at his and their Costs and Charges erect and set up good & sufficient Gates in the said Ways and keep uphold and maintain all the Gates which now are or which at any Time during the said Term shall be fixed placed or set up in the said Ways hereby granted or either of them or any Part thereof and also the said Staith hereby demised in good and sufficient Repair and in such good and sufficient Repair leave and deliver up the same at the End of the said Term And shall and will carefully watch look to and keep the said Gates from Time to Time during the said Term to the End and Intent that the Goods Beasts and Cattle that shall be of Right going and depasturing n the Lands and Grounds of the said John Lambton may be prevented from straying out of or from the same or trespassing into the adjacent Lands and Grounds or the Goods or Cattle there going or depasturing from escaping and trespassing into or doing Damage in the said Lands and Grounds of the said John Lambton his Heirs or Assns And also shall and will pay satisfy and discharge all Damages that the said John Lambton his Heirs and Assns

**[Bud-8-58]**

and his and their Tenants Farmers or Occupiers of the said Lands and Grounds shall sustain or suffer by the trespassing of and Goods or Cattle which of Right shall go and depasture there at any Time during the said Term shall happen to stray and escape from thence into other Grounds in Default of or by the negligent Keeping or looking after the said Gates as aforesd. And that the said John Tempest his Exors Admors and Assns shall not and will not during the said Term wittingly or willingly permit or suffer any Person or Persons to drive or lead any Waggons Carts Wains or any other Carriages whatsoever loaden with Coals in upon or along the said Ways Wayleaves or Passages hereby demised or any Part thereof at any Time during the said Term without the Licence

and Consent of the said John Lambton his Heirs or Assns first had and obtained in Writing under his and [last word crossed out] or their Hands (other than and except the Waggons Wains Carts and Carriages of or belong unto or employed by the said John Tempest his Exors Admors and Assns for the Purposes hereinbefore mentioned and granted as aforesaid) And that he said John Tempest his Exors Admors & Assns shall and will well and truly pay or cause to be paid to the said John Lambton his Heirs or Assns from Time to Time the Sum of One Shilling and six Pence for every Cart and two Shillings and six Pence for every Waggon Wain Load Horseload or other Carriage of Coals that the said John Tempest his Exors Admors or Assns or any other Person or Persons claiming by from or under him or them or in Trust for him or them shall lead carry and [last word crossed out] or convey or wittingly or willingly permit or suffer to be so carried or conveyed in Carts Wains Waggons or any other Carriages with Coals in upon or along the said Ways or any Part thereof hereby granted without the Licence and

**[Bud-8-59]**

Consent of the said John Lambton his Heirs or Assns first had and obtained in Writing (other than and except the Waggons Wains Carts and all other Carriages of or belonging unto or employed by the said John Tempest his Exors Admors and Assns for the Uses and Purposes hereinbefore granted mentioned and expressed as aforesaid And the said John Lambton for himself his Heirs and Assns **Doth** covenant promise grant and agree to and with the said John Tempest his Exors Admors and Assns by these Presents in Manner and Form following (that is to say) That he the said John Lambton hath good Right full Power and lawful absolute Authority to demise grant and to farm lett [sic] unto the said John Tempest his Exors Admors and Assns the said Staith Spouts Ways Libertys Privileges and Premises hereinbefore granted and demised as aforesaid and that it shall and may be lawful to and for the said John Tempest his Exors Admors and Assns (under the Payment of the Rents and Performing the Covenants Grants and Agreements herein contained on his and their Parts to be paid done and performed) lawfully peaceably and quietly to have hold use occupy possess and enjoy the said Staith Spouts Ways Passages Libertys Privileges and Premises hereby granted and [last word crossed out] or demised in Manner and under the Restrictions aforesaid (except as before excepted) without the lawful Let Suit Trouble Denial Eviction Ejection & Molestation Interruption or Disturbance of the said John Lambton his Heirs or Assns or any other Person or Persons whatsoever lawfully claiming or to claim by from or under him them or any of them or by from or under William Lambton Esquire his late Uncle Henry Lambton William Lambton and Ralph Lambton his late Brothers

**[Bud-8-60]**

deceased And that it shall and may be lawful to and for the said John Tempest his Exors Admors and Assns under the Payment of the Rents and performing the Covenants as aforesaid) [closing bracket, but no opener!] at any Time within 3 Calendar Months next after the End Expiration or other sooner Determination of the the said Term to unfix carry away remove and convert to his and their own Use and Uses the said Spouts and all & singular the Timber Troughs Wood Sleepers Iron and all other Materials that shall be then found to be fixed and placed by the said John Tempest his Heirs Exors Admors and Assns in and about the said Ways or any Part thereof provided always and it is hereby declared and agreed by and between the Parties hereunto and it is the true Intent and Meaning hereof That if the said John Tempest his Exors Admors or Assns shall at any Time during the said Term think fit or be amended or desirous to determine or put an End to the present Leave Grant or Demise and of such his or their Mind Desire or Intention shall and do upon any of the said Rent Days give Warning or Notice in Writing to the said John Lambton his Heirs or Assns or deliver or leave such Notice to or for him or them at his or their Dwelling House or Place of Abode with one of the principal Servants thereof that then and in such Case from and after the End and [last word crossed out] or Expiration of six Calendar Months next after such Notice given or delivered as aforesaid This Indenture and every Clause Matter [last word crossed out] Article and Thing hereincontained shall from and after the End of the said six Calendar Months cease determine and be utterly void and of none Effect any Thing herein contained to the contrary in anywise notwithstanding so as all the Rents be fully paid and satisfied and the Covenants & Agreements hereincontained be observed performed and kept

**[Bud-8-61]**

until the End of the said six Months and not otherwise **And whereas** by a certain Indenture of Lease or Demise duly executed bearing Date the 23<sup>rd</sup> Day of December 1768 and made or expressed to be made between Elizabeth Chilton Spinster as therein described of the one Part and John Tempest deceased as therein also described of the other Part for the Considerations therein mentioned she the said Elizabeth Chilton Did demise to the said John Tempest deceased his Exors Admors and Assns All that WaggonWay as the same was then used and enjoyed by the said John Tempest deceased in through over and along a certain Part or Parcel of a Close or Parcel of Ground belonging to the said Elizabeth Chilton called the Hall Moor situate lying & being in the Township Townfields and Territories of Newbottle in the Parish of Houghton in the Spring [sic] in the said County of Durham

containing in Breadth 12 Yards including the Gutters thereof and in Length 680 Yards or thereabouts be the same more or less with full and free Licence Power & Authority to and for the said John Tempest deceased his Exors Admors Work People Servants and Assns to pass and repass either on Foot or on Horseback or with Waggon in upon and along the said Waggon Way unto and from his Staiths at Pensher and full Power Licence and Authority to lead and carry in by and with Waggon in upon and along the said Waggon Way unto and from the said Staiths the Coals that were then wrought obtained or gotten or which should be wrought obtained and gotten by the said John Tempest deceased his Heirs Exors Admors or Assns or any of them forth and out of the Colliery and Coalmines lying and being within and under the Lands Closes and Grounds at West Rainton East Rainton Pittington Moorsley or any other Lands Closes or Grounds in the Possession of the said John Tempest deceased

**[Bud-8-62]**

and wherein he had then a Power or Right to work the said Mines **and also** full Power and Liberty Licence and Authority to lead and carry in the said Waggon in upon and along the said Way such Deals Timber Iron Wood and other Materials as should be used and employed in and about the said Collieries aforesaid and full Power Liberty and Authority within the Limits of the said Waggon Way at the Costs & Charges of the said John Tempest deceased his Exors Admors & Assns to pull up and remove the Rails Sleepers Wood & Materials in the said Waggon Way when or where the same or any Part thereof should be decayed and worn away and place and fix new or other Rails Sleepers Wood & Materials therein in Order to amend and repair the said Waggon Way or any Part thereof from Time to Time as Occasion should require And for the repairing and amending thereof to take digg [sic] get and use Earth Gravel Sand Stones or Rubbish within the Limits of the said Way and the Gutters lying on each Side of the same & not elsewhere in the Lands and Grounds in the Hall Moor aforesaid doing thereby as little Damage to the same Lands & Grounds as they possibly could or might except and always reserved unto the said Elizabeth Chilton or her Assns full Power and Authority to stop obstruct and hinder all and every other Person and Persons from passing or going upon or along the said Waggon Way and to take distrain and impound all such Carts Wains Waggon Cattle and Carriages whatsoever which the said Elizabeth Chilton or her Assns or her or their Stewards Tenants or Servants at any Time during the Term thereby granted should find going upon or along the said Waggon Way either empty or loaden with or carrying Coals from any other Colliery or Collieries or other Matter or Thing whatsoever other than and except such Coals Deals Wood and Materials only which the said John Tempest deceased his Exors

**[Bud-8-63]**

Admors or Assns were thereby empowered to lead upon or along the said Way aforesaid **and also** except full Power to & for the said Elizabeth Chilton and her Assns to take distrain and impound and keep such Carts Wains Waggon Cattle & Carriages by her them or any of them or by her their or any of their Stewards Agents or Servants so stopped hindered or obstructed by Virtue of this Reservation or Exception **and** also except and reserved to the said Elizabeth Chilton and her Assns full Power & Authority to lead carry and drive and to pass and repass over and across the said Waggon Way or any Part thereof either on Foot or Horseback or with Waggon or any other Carriages for and during such Time and Term as the said Elizabeth Chilton or her Assns should think fit and convenient so as such Place or Places of Crossing over the said Waggon Way as aforesaid for leading Coals or other Materials should be made maintained repaired and kept at the Costs and Charges of the Person or Persons his and their Exors Admors or Assns who should make & use the same **and also** except and reserved unto the said Elizabeth Chilton and her Assns full Power and Authority to and for her and them or her and their Tenants and Farmers at Pleasure to pass and repass over and along the said Waggon Way or any Part thereof from the Lands and Grounds lying on the one Side of the same unto or from the Lands and Grounds lying on the other Side thereof and to and for the Use and Convenience of her Farmers and the better Management and Improvement thereof so as not thereby to stop or obstruct the Waggon from passing and [last word crossed out] or repassing upon and along the said Waggon Way **To hold** the said Waggon Way Licence Liberties Powers Privileges Authorities and Premises thereby granted (except as excepted) unto the said John Tempest deceased his Exors Admors & Assns from the 24<sup>th</sup> Day of March then next ensuing unto the full End and Term of 21 Years thenceforth next and immediately following fully to be compleat and ended in Case the said Elizabeth

**[Bud-8-64]**

Chilton should so long live under and subject nevertheless to the Payment of such yearly Rent at such Times and to the Performance of such Covenants Provisoes and Agreements as are therein contained As in and by the said Indenture of Demise or Lease Relation being thereunto had more fully will appear **And whereas** the said John Lambton is intituled [sic] to the Reversion of the said Premises upon or through which the said Waggon Way is



made and the said Liberties and Privileges granted by the said Elizabeth Chilton expectant upon her Death **and whereas** the said John Lambton has come to an Agreement with the said John Tempest Party hereto to grant and make him a Lease or Demise of the Premises comprized [sic] in the said hereinbefore in Part recited Indenture of Lease upon the Death of the said Elizabeth Chilton for such Term of Years to be computed from the Death of the said Elizabeth Chilton (in Case a Licence can be obtained from the Lord of the Manor in which the said Grounds lie for that Purpose) as with the Number of Years that the said Elizabeth Chilton shall have lived will make up the Term of 21 Years in Case she die within that Time and to enter into a Covenant with the said John Tempest Party hereto for the doing thereof **Now this Indenture** further witnesseth that for and in Consideration of the Premises and of the Covenant hereinafter contained on the Part and Behalf of the said John Tempest Party hereto his Exors Admors or Assns to be performed and for other Considerations him thereunto moving **he** the said John Lambton for himself his Heirs Exors Admors and Assns **doth** covenant promise and agree to and with the said John Tempest Party hereto his Exors Admors and Assns by these Presents that he the said John Lambton his Heirs or Assns shall and will upon the Death of the said Elizabeth Chilton at the Request Costs and Charges of the said John Tempest Party hereto his Exors Admors and Assns execute a Lease or Demise to him or them of

**[Bud-8-65]**

the said Waggon Way and of all such Licences Liberties Powers Privileges and Authorities as are given and granted to him & them in and by the hereinbefore in Part recited Indenture of Demise or Lease for such Term of Years as together with the Number of Years the said Elizabeth Chilton shall have lived will compleat [sic] and make up the said Term of 21 Years (N.B. OPENING BRACKET FOLLOWS, BUT NO CLOSING BRACKET) (in Case such Licence as aforesaid can be obtained to commence and be computed from the Death of the said Elizabeth Chilton under the like Exceptions and under such yearly Rents as in the said hereinbefore in Part recited Indenture of Demise are mentioned and under and subject to such or the like Covenants Provisoos and Agreements as are before specified and expresed in and by these Presents with Respect to the Premises hereby demised **and** the said John Tempest Party hereto in Coinsideration of the Premises for himself his Heirs Exors Admors and Assns and every of them **doth** hereby covenant promise and agree to and with the said John Lambton his Heirs & Assns that he the said John Tempest Party hereto his Exors Admors or Assns shall and will take and accept the said Lease or Demise upon the Death of the said Elizabeth Chilton upon the Terms and Conditions aforesaid And also shall and will execute a Counterpart of the said Lease upon such Lease being granted **In Witness** whereof the said Parties have hereunto set their Hands and Seals the Day and Year first within written

John Lambton [Representation of stamp?]

Signed sealed and delivered (being first legally stampd [sic]) in the Presence of G. Fenwick  
Smith Burke

**[Bud-8-66]**

**Memorandum.** It is agreed by and between the within named John Lambton and John Tempest before the Sealing and Delivery of the within written Indenture That he the said John Lambton (in Case of the Death of the within named Elizabeth Chilton before the Expiration of the Lease by her granted and within mentioned) at the Request Costs and Charges in the Law of the said John Tempest his Exors or Admors upon his or their paying the Rents reserved and performing the Covenants specified in the said Lease so granted by the said Elizabeth Chilton as within mentioned and yielding and surrendering up the said Lease and the Term therein and thereby granted (if a Licence can be obtained for the Purpose) make seal execute and deliver a new Lease Grant or Demise unto the said John Tempest his Exors & Admors of all the Premises Liberties and Privileges granted in and by the said Lease of the said Elizabeth Chilton to commence from the making and sealing thereof for and during such Term or Number of Years as shall be then to come of the Lease within granted by the said John Lambton to the said John Tempest Under and subject nevertheless to the same yearly Rents Covenants Exceptions Restrictions Provisoos Clauses and Agreements which are in the said Indenture of Lease so granted by the said Elizabeth Chilton as aforesaid expressed and contained So as the said John Tempest his Exors or Admors shall and do at the same Time seal execute and deliver unto the said John Lambton a Counterpart thereof any Thing within contained to the Contrary thereof in anywise notwithstanding **Witness** our Hands the Day & Year first within written

J. Lambton  
Witnesses to the signing hereof G. Fenwick  
Wm. Irwin

[Bud-8-67]

Case on the foregoing Leases

To **Rt. Hopper Williamson Esq.**

**Sir**

On behalf of Sir Hen. Tempest Vane Bart.: You are requested to cast your Eye over the Wayleave Lease from John Lambton Esq. To John Tempest Esq. dated 29<sup>th</sup> Oct. 1782 and also a Deed of Covenants between the same Parties dated 23<sup>rd</sup> May 1792; but more particularly the Clauses marked N.B. with a Pencil on the Margins: And to give your Opinion, by Way of Answers, to the two following Questions.  
N.B. These Instruments accompany this Letter.

1. Can Sir Henry Tempest Vane use the Wayleave demised to the late Mr. Tempest, over Mr. Lambton's, late Chilton's Ground, called the Hall Moor for the Leading of Coals from any new Colliery that he may purchase or take hereafter, during the Residue of his Term, without the Consent of the Trustees of the late Mr. Lambton?
2. Can the Trustees of the late Mr. Lambton lead Coals over the Grounds of the late Mr. Tempest, now Sir Henry's, from any other Collieries than those particularly specified by Name, or in the Township of Newbottle, as recited in the Deed of Covenant, without Sir Henry's Consent?

**Opinion.**

I have perused the Wayleave Lease and Deed of Covenant left herewith, bearing Date respectively the 29<sup>th</sup> Oct. 1782 and 23<sup>rd</sup> May 1792; and am of Opinion that Sr. H.T.V. cannot use the Wayleave demised to the late Mr. Tempest over the Ground (late Chilton's) called the Hall Moor for Leading of Coals from any new Colliery that he may purchase or take hereafter during the Residue of his Term without the Consent of the Trustees of the late Mr. Lambton.

[Bud-8-68]

I think that the Trustees of the late Mr. Lambton cannot without thr Consent of Sr. H.T.V. lead Coals over the Grounds of the late Mr. Tempest from any other Collieries than such as are situate within the respective Townships or Places particularly enumerated for that Purpose. But I conceive that they may lead Coals from any Collieries so locally situated, whether the same were in the Possession of General Lambton at the Time of the Execution of the Instruments referred to, or have since been, o

**Rt. Hopper Williamson**

17<sup>th</sup> March 1800.r may at any Time hereafter during the Continuance of the Term be acquired.

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**Messrs. Longridge Leviss and Watkin** undertook the Collieries to work and lead according to the printed Conditions, annexed, viz:

	s	d	
Pensher and Edens Main Collieries at	9	10	)
Rainton Colliery .....	13	2	) p. Chal.

---

Mr. James Potts was fixed to give the monthly average Prices of Rye and Oats, as paid for a [at?] Willington and Biggs' Main Collieries.

His 1<sup>st</sup> Report thereon from June 30<sup>th</sup> to Dec. 31: 1801.

	Rye	Oats
	s. d.	s. d.
In July	17. 6	10. 0 )

Aug.	10. 0	8. 6 )
Sep.	10. 0	5. 9 )
Oct.	10. 0	5. 0 ) Per Boll.
Nov.	10. 3	5. 3 )
Dec.	12. 0	5. 2 )

Signed  
James Potts.

Mr. John Cook was fixed on to state a fair Price per Chaldron for Keeping the Waggon Ways, and upholding the Waggons for Leading the Stocks of Coals at the Pits when the present Undertakers entered, viz:

	d.
From Rainton Colliery .....	10 )
- Harrington Mill .....	4 ) p. Chaldron
- D Pit, Pensher.....	3 )

Signed  
John Cook.

**[Bud-8-70]**

**Acct.** of Oats consumed at the Collieries in the half-Year ending Dec. 31<sup>st</sup> 1801, viz:

	£.	s.	d.
2505 Bolls, which being cast up according to Mr. Potts' ) monthly average Prices amount to..... )	832.	1.	6 ½
2505 Ditto, as above deduct at 5% p. Boll	<u>626.</u>	<u>5.</u>	<u>0.</u>
Difference	<u>205.</u>	<u>16.</u>	<u>6 ½</u>
Moiety	<u>102.</u>	<u>18</u>	<u>3 ¼</u>

Average Price bought at 6s. 7 ¾ d. p. Boll

**Acct.** of the Loss sustained by supplying the Pitmen with Rye for the Half-Year ending Dec. 31<sup>st</sup>. 1801.

	£.	s.	d.
1303 Bolls of Rye, according to Mr. Potts' Prices ) as on last Page, amount to	765.	5.	3.
1303 Ditto Grinding at 6; and bringing Home at 8 ) together 14 p; )	<u>76.</u>	<u>0.</u>	<u>2.</u>
	£841.	5.	5.

Then supposing the above to average 7 ¼ Stones p. Boll ) of Meal, the total Quantity will be <b>9447</b> Stones delivered ) to the Pitmen ....at 1/6 p.; )	<u>708.</u>	<u>10.</u>	<u>6.</u>
	<u>132.</u>	<u>14.</u>	<u>11</u>
Moiety	66.	7.	5 ½

**[Bud-8-71]**

An Acct. of Hay bought in June and July 1801.

Tons	cw.	qrs.	lb.	£.	s.	d.
------	-----	------	-----	----	----	----

63	3	2	25 of Sundries for ...(old Hay)...	378.	15.	6.
Supposing the new Hay to be 3£ per Ton, or when in its )						
old State at 4 Guineas, comes to )				<u>265.</u>	<u>7.</u>	<u>7 ½</u>
Remains...				<u>113.</u>	<u>7.</u>	<u>10 ½</u>
A moiety...				<u>56.</u>	<u>13.</u>	<u>11 ¼</u>

Average of old Hay nearly 6£ a Ton.

---

An Acct. of Coals led by Carriagemen only, viz	£.	s.	d.
Amount thereof from June 30 <sup>th</sup> to and with Aug. 5 <sup>th</sup> ----)			
£. s. d. )	80.	8.	1.
160. 16. 2. -----Advance at 10/- )			
Amount from Aug. 5 <sup>th</sup> to and with Dec. 31 <sup>st</sup> -----)			
£. s. d. )	<u>129.</u>	<u>5.</u>	<u>9 ½</u>
470. 2. 11 -----Advance at 5/6 p. )			
	<u>£209.</u>	<u>13.</u>	<u>10 ½</u>
A moiety thereof.....)	104.	16.	11 ½
A further moiety of the Poundage on 191 Chaldrons )			
of the resting Coals led from the Pensher Pit; the first Moiety )			
being included in the above, as the Undertakers had nothing )		18.	9
to do with the Leading of these resting Coals under their )			
Contract. )	<u>£105.</u>	<u>15.</u>	<u>8 ¼</u>

[Bud-8-72]

**Mr. Crowthers' Proposal for Building a Machine for Drawing Coals at the Nicholson Pit, Rainton Colliery. Dec. 12:1804**

"I agree to build at the Pit, East Rainton Colliery in the County of Durham, a double-powered Steam Engine (and Machine for flat or round Ropes) which shall consist of a Cylinder 30in. In Diameter: the Piston to have a 5 Feet Stroke; Also Engine and Machine House of Fir Timber; and finding all other Materials and Labourage for setting the same to work: Except Injection Water, Ropes and Leading of Materials."

"The Engine and Machine shall be capable of drawing and delivering to Bank 30 Scores of 24 Peck Corves of Coals in 12 Hours (by one or two Corves at one Time) from the Depth of 120 Fathoms.

"To be completed and set to Work in 8 Months for the Sum of 1500£ ----To be paid One-third at 4 Months, One-Third when the Engine and Machine is completed, and One-Third in four Months from the Machinery being completed."

Phin. Crowther

[Bud-8-73]

[Blank page]

[Bud-8-74]

[Double page spread with Bud-8-75 - financial tables]

**Dr: Messrs. Longridge and Co; in Acct. with Sir. H.V. Tempest Bt. Cr.**  
For the Half Year ending Dec. 31<sup>st</sup> 1801

[Bud-8-76]

**Considerations** on the **Propriety** of **Sir. H.V. Tempest's** Application to the **Dean** and **Chapter** for a Renewal of his Lease of **Rainton Colliery**. Anno **1802**.

**Vend** annually 12000 Ch:.

	£	s	d	£	s	d
The principal Seam now remaining to be wrought is the Huttons; which affords very small Coals, but being mixed with the Pensher Coals, are sold under that favourable Circumstance for per Cha:					17	1 ½
The Charge of Delivering the same stands Sir Henry in, as below, viz:						
Messrs. Longridge & Co. Undertakers ... p. Cha:		13	2			
Rents, thereon	£.	s.	d.			
To the Dean & Chapter Colly. Rent	22.	0.	0.)			
General Maxwell, Way-leave	35	0.	0.)			
Anthony Taylor... Ditto	30	0.	0.) p Ann			
Anthony Storey ....Ditto	45	0.	0.)			
Mr. Byers .....Ditto	<u>25</u>	0.	0.)			
	157	0.	0. p Cha.			
Keeping the Waste and Agency, with Contingents			3¼			
Staith Charges, with Repairs, &c. &c.			3			
River Dues			3			
A Moiety of Risk on Dearness of Hay, Corn, &c. &c.			3			
Unforeseen Accidents to Engine, Shafts, &c. &c.			2½			
					14	7 ½
Profit p Ch:					2	6
Mem: The above Statement has Reference only to the present Undertaking, and the present Way-leave Rents, &c.						

**[Bud-8-77]**

From the Profit before Stated, viz: .....	s.	d.
	2.	6 p Chaldron
Deduct for opening other Pits ..... p Cha: .....	s.	d.
for Interest on Colliery Stock do. ...	0	1 ½
for Do. On the last Fine ... do. ...	<u>1</u>	<u>0</u>
Profit p Chaldron	<u>1</u>	<u>4</u>
	<u>1</u>	<u>2</u>

N.B. The Application was not made, at this Time: - But see Page 81, for another Application.

**[Bud-8-78]**

**Preparatory Steps** towards Settling the 2<sup>nd</sup> Half Year's Account with the Undertakers, ending June 30<sup>th</sup> 1802.

Mr. James Potts' Second Report on the Average Prices of Oats and Rye in Newcastle Market (see his first Report on P. 69)

	Oats.	Rye.	
1802. January .....		)	
February .....		)	
March .....		)	
April .....		)	P. Boll.
May .....		)	
June .....		)	

**[Bud-8-79]**

**Copy**

Phineas Crowthers Proposal for Building a Steam Machine for Drawing Coals at the Wharton Row Pit.

“**Estimate** for Building, Completing and Setting to Work on the new Pit, Eden Main Colliery, in the County of Durham a double powered Steam Engine with a Cylinder 30 Inches Diameter, the Piston to have a 5 Feet Stroke; and a Machine finding all Materials and Labour for setting the same to work; except Injection Water, Ropes, and Leadings of Materials.

The Engine and Machine to be capable of Drawing and Delivering to Bank 30 Scores of 20 Peck Corves of Coals in 12 Hours; by one or two Corves at once; from the Depth of 120 Fathoms: To be completed and set to Work in 7 Months for the Sum of **1500£** to be paid, One-Third in 4 Months; One-Third when set to Work; and the other Third and last Payment at 4 Months.

**I also** propose to Build the above Engine & Machine exclusive of Boiler, Mason or Brickwork for **1200£** to be paid as before.

Phin. Crowther  
Newcastle, 30<sup>th</sup> Nov. 1803.

N.B. The above Proposal agreed to for the Sum of 1200£. Sr. Henry to build the Boiler, House, &c. &c.

Look back to Page **72**.

**[Bud-8-80]**

Mr. Potts reported the Prices of Corn, as under, for the Year 1803 viz:

	Oats		Rye		
	s.	d.	s..	d.	
January	4	10	10	6	per Boll
February	4	9	10	6	
March	4	8	9	6	
April	4	8	9	6	
May	5	6	9	6	
June	6	2	9	6	
July	6	4	9	6	
August	6	4	9	6	
September	6	2	9	0	
October	6	2	9	0	...none required since by Pitmen
November	6	0			
December	5	10			

**[Bud-8-81]**

**Dec. 1803.**

**Application** having been made on Behalf of Sir Hen. Vane Tempest to the Dean and Chapter for a Renewal of the Rainton Colliery Lease, the following Estimate was made.

**Estimate** of the Profit arising on the Working of a Chaldron of Coals at **East Rainton Colliery;**  
£. s. d.

Suppose Sir Henry's next Receipt .....p. Cha. - 19 0

Deductions for all Charges in Working Loading and Delivering the same...  
£. s. d.

The present Undertaker's Price .....	p. Cha.	13	2	
Keeping the Waste .....	do.		3	
Increase in the Prices of Hay, Corn, Rye for Pitmen, )				
Binding Money, and various unforeseen Accidents )	do.		3	
Way-leave, Colliery & Staith Rents, Damages, &c &c.	do.		10	
River Duty .....	do.		3	
Salaries, Staith Charges, Collecting, &c.	do.		3	
Fund appropriated to the Sinking of a new Pit, laying )	do.		6	
Waggon Way, &c. )				
Interest on the Colliery Stock .....	do.		3	
Ditto to liquidate the last Fine .....	do.	1	0	
Risk of bad Debts in the Vend.....	do.		<u>3</u>	
				<u>17 0</u>
	Profit ... p. Chaldron			<u>2 0</u>

Sir Henry's Profit on the Coals as above stated is p. Cha. 2s. 0d.

Give the Dean and Chapter 1/3 there of as Rent, viz. 8d. p. Chaldron, Which comes to 12s. 3d. p. Ten of 18 1/3 Chaldrons.

**[Bud-8-82]**

Taking the average Vend at **12000** Chaldrons  
 This Quantity is = 655 Tons in round Numbers.

	£.	s.	d.
Rent on 655 Tons at 12s. 3d. p Ton amounts to	401	3	9
Sir Henry's Term in the Lease is 12 Years from Sep. 27 <sup>th</sup> 1803.			
He wishes to renew by adding 9 Years to fill up the 21.			

	Y.	qrs.	mo.
Present Value of a Term of 21 Years .....	8	2	17
The like for 12 Years in ess .....	<u>6</u>	<u>3</u>	<u>07</u>
Present Value for adding 9 Years .....	1	3	1

	£.	s.	d.
From the annual Rent as stated .....	401	3	9
Deduct the reserved Rent .....	<u>22</u>	<u>0</u>	<u>0</u>
Remains next Rent for stating the Fine .....	<u>379</u>	<u>3</u>	<u>9</u>
Fine on the above Rent amounts to .....	695	3	6 1/2

**[Bud-8-83]**

**Binding Charges**, stated, viz:

	£.	s.	d.
In 1801 – Oct. 18 <sup>th</sup> .... the Amount .....	580	8	10 1/2
1802 – Oct. 18 <sup>th</sup> ..... Ditto .....	<u>680</u>	<u>1</u>	<u>11 1/2</u>
	<b>1260</b>	<b>10</b>	<b>10</b>

Wrought in the Years ending

	Cha.	B.
Oct. 18 <sup>th</sup> 1802	42690	12
Oct. 18 <sup>th</sup> 1803	<u>45339</u>	<u>21</u>
	88030	9

Cha. Bolls.  
88030 9 .....at 3 p.

	<u>1100</u>	<u>7</u>	<u>6</u>
Loss	£ <u>160</u>	<u>3</u>	<u>4</u>
	80	1	8

Charged a Moiety in the following Acct.

[**Bud-8-84**]

[Double-page spread with [**Bud-8-85**]

**Dr. The Representatives of the late Thomas Longridge Esq., &c, with Sr. H.V. Tempest Bt. Cr.**

[Financial Tables]

[**Bud-8-86**]

[Double-page spread with [**Bud-8-87**]

**Continued.**

[Financial Tables]

[**Bud-8-88**]

**The Charge of Binding Pitmen, Oct. 18<sup>th</sup> 1803.  
At Pensher and Eden Main**

	£	s	d	£	s	d
Binding Money	636	6	0			
Earnests	25	11	0			
Drink Bills	249	17	6			
Sundry Expenses	19	6	-			
Parchment Stamp	<u>1</u>	<u>7</u>	<u>6</u>			
				932	8	0
Lt. Money £115 18s. 6d.						
<b>Rainton Colliery</b>						
Binding Money	406	7	0			
Earnests	11	2	0			
Drink Bills	46	19	5			
Sundry Expenses	<u>12</u>	<u>1</u>	<u>6</u>			
				<u>476</u>	<u>9</u>	<u>11</u>
Lt. Money £39. 18. 0d.						
				1408	17	11

[**Bud-8-89**]

**Contingent Charges paid in 1803.**



	£	s	d
Keeping Pensher and Harrington Mill Wastes	174	12	0
The like at Rainton	152	6	0
The Staith Charges	127	7	0
Sinking and Walling the New Pit	396	10	1
Drifting and Stappels to the Bowen	251	7	1
Building New Houses, &c. &c. &c.	<u>1143</u>	<u>5</u>	<u>1</u>
	2245	7	3

[Bud-8-90]

[Double-page spread with [Bud-8-91]

**Dr.: the representation of the late Thos. Longridge Esq; and Co. with Sir H.V. Tempest Bart.: Cr.**

[Financial tables]

[Bud-8-92]

[Double-page spread with [Bud-8-93]

**Dr: The Undertakers Acct. with Sir Henry Vane Tempest Bart.: Contin. Cr.**

[Financial tables]

[Bud-8-94]

**Statement of the Consumption and Prices of Oats, from June 30<sup>th</sup> to and with Dec. 31: 1804**

	Bolls	at p.	£	s.	d.
In July	656	6/3	205	-	-
August	690	6/4	218	10	-
September	651	6/6	211	11	6
October	637	6/9	214	19	9
November	686	6/9	231	10	6
December	704	6/3	<u>220</u>	-	-
			£1301	11	9
	4024	5/0	<u>1006</u>	-	-
			295	11	9
Expence in Leading from the Market & Tolls			<u>50</u>	<u>6</u>	<u>0</u>
			345	17	9

	£	s	d
A Moiety of this is	172	18	10 ½

**Statement of the Distances of the several Pits from the River and Leading Prices**

	Distances	Prices in 1803, &c.	Given in 1804
	Miles Yards	@	d.
Rainton North Pit	3 1578	15 p Wag.	17 )
Herrington Mill do.	1 814	7 do.	8 ½ ) Advance to Drivers 1 p. Gait
E ----- do.	1 436	7 do.	8 ½ )
D ----- do.	1452	6 do.	7 )

[Bud-8-95]

Comparative Statement of the Working Prices paid in 1801, and in 1805.

	D Pit, Pensher						North Rainton					
	In 1801			In 1805			In 1801			In 1805		
	£	s	d	£	s	d	£	s	d	£	s	d
Hewing under the Top p. Score	-	5	-	-	6	9	-	4	-	-	5	-
Do. at the Stone p. do.	-	4	9	-	6	3	-	3	6	-	4	6
Headways ----- p. Yd.	-			-	2	-					1	10
Walls ----- p. do.	-	1	6	-	1	10	-	-	10	-	1	8
Narrow Bord ---p. do.	-	-	10	-	1	4	-	-	10	-	1	4
Laying-out Bords ---- each	-	1	-	-	1	4						
Overmen ----- p Week	-	13	-	-	12	-	-	13	-	-	14	-
Driving with Rollies p.do.	-	1	4	-	2	-	-	1	-	-	1	6
p. do.	-	1	6	-	2	6	-	1	4	-	2	-
p. do.	-	1	8	-	3	-	-	2	-	-	3	-
Setting on at Shaft – p.Day	-	2	6	-	3	6	-	3	-	-	4	-
Horsekeepers - p. do.	-	2	2									
Trap Doors Keeping p. do.	-	-	6	-	1	-	-	-	6	-	1	-
p. do.	-	-	8							-	1	6
p. do.	-	-	9									
Drawing Props p. Score	-	-	8	-	1	-						
Building Stoppings – each	-	1	-	-	1	-				-	1	-
Finding Oil and Drivers Candles &c.	-	-	4 ¾	-	1	-	-	-	5 ½	-	-	4 ½
Corving p. do.	-	-	5	-	-	-	-	-	4 ¾	-	-	-
Sledding p. do.	-	-	3	-	-	4	-	-	2 ½	-	-	3
Smithwork p. do.	-	-	3	-	-		-	-	2 ¼			
Upholding Machine p. do.	-	-	4	-	-	4	-	-	-			
Boring in the Coal p. Yard	-	-	2 ½	-	-	-	-	-	-	-	-	-
Driving with Waggon p. Day	-	-	-	-	1	6	-	-	-			
Craning p. Day	-	-	-									
Hewing double p. Score	-	-	-						4 ½			

[N.B. Adjacent to the 'Setting on at Shaft' line is written in the right hand margin in tiny script 'cons.']

[Bud-8-96]

Colliery Prices paid in 1801 & 1804.

**Herrington Mill Pit**  
**High Main**                      **Maudlins**  
**1801**                                      **1805**

**E Pit**  
**High Main**  
**1805**

	£.	s.	d.		£.	s.	d.		£.	s.	d.
Hewing under the Top p. Sc.	-	5	6		-	6	-		-	6	9
Ditto – at the Stone, p. do.	-	5	3						-	6	3
Headways ---- p. Yard	-				-	2	-		-	2	2
Walls p. do.	-	1	6		-	1	8		-	1	10
Narrow Bords p. do.	-	-	10		-	1	-		-	1	2
p. do.	-	1	-		-	1	3		-	1	4
Overman p. Week	-	13	-		-	12	-		-	14	-
Driving with Rollies p. Day	-	1	4		-	2	-		-	2	-
Do.	-	1	6		-	2	6		-	2	6
Do.	-	1	8		-	3	-		-	3	4
Do.	-	2	-		-	-	-		-	4	-
Setting on at the Shaft p. Do.	-	2	6		-	3	6				
Horsekeeper p. Week	-	13									
Trappers p. Day	-	-	6		-	1	-		-	1	6
Do.	-	-	9		-	1	6		-	1	6
Drawing Props p. Score	-	-	8		-	-	10		-	1	-
Oil and Drivers Candles p. do.	-	-	5		-	-	5		-	-	3 ½
Corving p. do.	-	-	4 ¾								
Smithwork p. do.	-	-	3								
Sledding p. do.	-	-	3		-	-	3		-	-	4
Machine Keeping p. do.	-	-	4 ½		-	-	4 ½		-	-	3 ½
Double Working p. do.	-	-	-		-	-	6		-	-	6
Considern. For double Shift p. do.	-	-	-		-	-	2		-	-	2
Turning off Bords – each	-	-	-		-	1	-		-	-	-

[Bud-8-97]

**General Observations**

[Blank Page]

[Bud-8-98]

**The Charge of Binding Pitmen, Oct. 18<sup>th</sup> 1804.**

	£.	s.	d.
Binding Money and Earnests	* 5797	7	6
Drink Bills	754	12	8 ½
Expences when seeking Men in the Country )			
Premiums to Pitmen for Assistance, &c. )	278	19	1

New Picks, &c. given to Sundries	)			
The Expencc of Removing Workmen	)	83	4	3
Stamps for Bond	)	<u>2</u>	<u>15</u>	<u>0</u>
<b>Total</b>		<b>£ 6916</b>	<b>18</b>	<b>16 ½</b>

Numbers bound	
285 Hewers	)
102 Drivers	) Comes to 3s. 6d. p. An. on the workings in 1804.
<u>34</u> Crane Men, and others	)
<u>421</u>	

**Binding-Money, &c.**

To Hewers from 16 to 20 Guineas: - Earnests from 5s. to 21s.  
 To Drivers from 3 to 5 Do. - Do. From 2/6d. to 5/6d.

	£.	s.	d.
*Lent Money	38	18	0
Earnests	124	11	0
Bind. Money	<u>5633</u>	<u>18</u>	<u>6</u>
	5797	7	6

See Page 88.

**[Bud-8-99]**

**Contingents paid in 1804.**

**1. To the Carriagemen.**

		<b>£.</b>	<b>s.</b>	<b>d.</b>
Advanced the Price on <b>4435</b> Waggons from Rainton at 2p.		36	19	2
Ditto on <b>5633</b> d. from Herr. Mill Pit	)			
Ditto on <b>4849</b> d. from D Pit	) at 1 ½	77	16	10 ½
Ditto on <b>1973</b> d. from E Pit	)			
		<b>12455</b>		

Advance to sundry Carriagemen having small Grass Farms only, at 2/6d p L, on their Earnings.		<u>74</u>	<u>3</u>	<u>1</u>
		188	19	1 ½

**2. Advance to the Smiths, viz.:** After the Advance took Place in September last,

At Rainton ..... 1378 Scores				
At D, E and H. Mill ..... <u>3240</u> do.;		£.	s.	d.
<b>4618</b> do. .... at 1d. P		19	4	10
On new Work ... 217 lbs. .... at ¾			<u>13</u>	<u>6 ¾</u>
	Pa: 105	£19	18	4 ¾

**[Bud-8-100]**

[Double-page spread with **[Bud-8-101]**

**Dr: The Undertakers Acct. with Sir Hen. V. Tempest Bart.** **Cr.**

**[Financial tables]**

**[Bud-8-102]**

[Double-page spread with [Bud-8-103]

**Dr: The Undertakers in Acct. with Sir Hen.Vane Tempest Bart. Cr.**

[Financial tables]

[Bud-8-104]

[Double-page spread with [Bud-8-105]

**Dr: The Undertakers in Acct. with Sir Hen. Vane Tempest Bart. Cr.**

[Financial tables]

[Bud-8-106]

[Double-page spread with [Bud-8-107]

**Dr: The Undertakers in Acct. with Sir Hen. Vane Tempest Bart. Cr.**

[Financial tables]

[Bud-8-108]

**Extra Corving Charge in 1804.**

<b>Rainton Colliery</b>	<b>£.</b>	<b>s.</b>	<b>d.</b>	<b>£.</b>	<b>s.</b>	<b>d.</b>
Wrought from Dec. 31 1803, to and with ) June 30 <sup>th</sup> 1804 ... 2859 Scores at ¾ )	8	18	8 ¼			
Ditto from June 30 <sup>th</sup> , to and with Dec. 31 ) 1804 .....2728 at 3 ½ )	<u>39</u>	<u>15</u>	<u>8</u>	48	14	4 ¼

**Herrington & Pensher**

Wrought from Dec 31 <sup>st</sup> 1803 to & with ) June 30 <sup>th</sup> 1804 ... 5903 Scores at 1 )	24	11	11			
Wrought from June 30 <sup>th</sup> to and with ) Dec. 31 1804 – 5496 Scores at 3 ½ )	<u>80</u>	<u>3</u>	<u>0</u>	<u>104</u>	<u>14</u>	<u>11</u>
Mem: The Corver has now 8d. p Score				£153	9	3 ¼

[Bud-8-109]

**Advances on Wailers, Heap Shovellers, & Trappers' Wages from Oct. 18 to and with Dec. 31 1805.**

**1. Rainton**

	<b>£.</b>	<b>s.</b>	<b>d.</b>
287 Heap Shovellers and Wailers Days ... amount to	10	12	0
228 Trappers, Do.	<u>5</u>	<u>18</u>	<u>6</u>
	16	10	6

**2. D Pit**

	<b>£.</b>	<b>s.</b>	<b>d.</b>
314 Heap Shovellers & Wailers' Days	14	14	4
360 Trappers do.	<u>9</u>	<u>11</u>	<u>0</u>

24      5      4

-----  
**3. Herrington Mill**

	£.	s.	d.
477 Heap Shovellers & Wailers' Days	17	8	2
265 Trappers' Ditto	<u>9</u>	<u>17</u>	<u>6</u>
	27	5	8

**4. E pit**

	£.	s.	d.
409 Heap Shovellers & Wailers' Days	13	15	4
50 Trappers' Do.	<u>2</u>	<u>8</u>	<u>0</u>
	16	3	4

Mem: The average Wages of Heap Shovellers stated at 1/6d. p Day.  
 The like                      of Wailers                      at 6d. p Day.

[Bud-8-110]

**Statements of Makings-out in 1804.**

**1. Rainton Colliery**

		Cha.	Bolls
Resting Coals on Dec. 31 1803		300	0
Wrought in 1804 – 5587 Scores		<u>12221</u>	<u>13 ½</u>
		12521	13 ½
Leadings and Landsale 1804	Chas. 11092		
Resting at Christmas 1804	<u>60</u>	<u>11152</u>	<u>0</u>
Consumption and Waste		1369	13 ½

**2. Herrington Mill**

		Cha.	Bolls
Resting Coals on Dec. 31 1803		610	0
Wrought in 1804 ... 5590 Scores ...		<u>14673</u>	<u>18</u>
		15283	18
Leadings and Landsale 1804	Cha. B. 13802 5		
Resting at Christ. 1804	<u>106 0</u>	<u>13908</u>	<u>5</u>
Consumption and Waste ...		1374	13

**3. The D Pit**

		Cha.	Bolls
Resting Coals on Dec. 31 1803 ...		620	0
Wrt. In 1804 ... 4852 Scores ...		<u>12736</u>	<u>12</u>
		13356	12
Led in 1804 -----		<u>13023</u>	<u>23</u>
Consumption and Waste		332	13

[Bud-8-111]

**Statement** of the actual Expence of Working Rainton Colliery in 1804.

	£	s.	d.		£	s.	d.
Actual Payments ... p. Chaldron							
Led to Staith ... 11092 Cha.							
Rest. Chr. 1804 <u>60</u>							
Dt. 11152 Cha.							
Rest. Chr. 1803 <u>300</u> 10852 neat Vend							
To the Undertakers ..... p. Cha.	-	13	2				
Binding Money do.	-	3	0				
Advance on Corn do.	-	-	5				
Ditto on hewing Prices do.	-	-	2 ¾				
Ditto on Narrow Work do.	-	-	2				
Ditto on Corving do.	-	-	1 ¾				
Ditto on Smithwork do.	-	-	-				
Ditto on Heap Shovellers & Traps. do.	-	-	½				
Ditto on the Leading do.	-	-	½				
Contingencies do.	-	1	6 ¼				
Wastemen do.	-	-	3 ¼				
River Duty do.	-	-	3				
Staith Charges & Agencies do.	=	=	<u>3</u>				
Paid in Money					-	19	6
Other Charges, viz:							
Liquidation of the Fines, say only p. Cha.	-	1	-				
Lost, by giving up Lumley Way-leaves to Lambton	-	1	-				
Way-Leaves, Damaged Ground &c. Income Tax	-	-	6				
Interest on his Colliery Stocks, &c. &c.	-	-	4				
Keeping up Sinkings, Driftings, W. Ways, &c.	-	-	8				

**[Bud-8-112]**

**An Acct.** of Sir Hen Vane Tempests Expenditure at his Collieries in the Year 1804, and which is unconnected with his Acct. with his Undertakers.

	£	s.	d.
Keeping Pensher Waste	152	2	4
Rainton Do.	136	14	2
Staith Charges	152	9	-
Sinking and Walling the E Pit	349	11	9 ½
Opening the Maudlin Coal in Her. Mill	216	18	0 ½

Main Coal in the E Pit, Pensher	12	15	10
Incidents, (for Particulars, see below)	2690	3	10
Charge of Counteracting the Creep in D.	308	14	-
Balce. for completing the Drifts from the Bourn	<u>4</u>	<u>11</u>	=
	4024	-	-

Mem.: The Weight of Materials from Mr. Crowther for the new Machine 288Cw 0qrs 21 ½ lbs

**[Bud-8-113]**

**Average Prices of Oats in Newcastle Market in 1805.**

1805	In		s.	d.	
	January		6	3	p. Boll
	February		6	0	do.
	March		5	10	do.
	April		5	6	do.
	May		5	6	do.
	June		6	9	do.
	July		7	0	do.
	August		8	0	do.
	September		8	6	do.
	October		7	0	do.
	November		7	0	do.
	December		6	6	do.

The annual Consumption 10187 Bolls, computed on the Monthly Consumptions, at the Prices above stated, amounts to

	£.	s.	d.
	3396	17	6
Then 10187 Bolls ..... at 5/- p.	<u>2546</u>	<u>15</u>	<u>0</u>
Average of Oats bought 6/8d. p Boll	850	2	6
Add to this 3d. p Boll for Leading, Tolls, &c. &c.	<u>127</u>	<u>6</u>	<u>9</u>
	<u>977</u>	<u>9</u>	<u>3</u>
A Moiety	£488	14	7 ½

**[Bud-8-114]**

**Mr. Crowthers Proposal for building a Machine for Drawing Coals at Herrington Mill Pit, - 1806.**

“I hereby propose to agree to build, complete and set to work on Herrington Mill Pit, Eden Main Colliery, in the County of Durham, a double powered Steam Engine with a Cylinder of 30 Inches Diameter: The Piston in ditto to have 5 Feet Stroke, with a Machine for Drawing Coals on the following Conditions.

1. To build the aforesaid Engine and Machine, with House for ditto, finding all Materials and Labour for completing & setting the same to work; except Leading of Materials and Injection Water.
2. The Engine and Machine shall be capable of Drawing and delivering to bank 30 Scores of 24 Peck Corves of Coals in 12 Hours from the Depth of 120 Fathoms with round or flat Ropes, by one or two Corves at one Time.
3. The Framing of the Engine and Machine with House for ditto to be built of the best Crown Fir Timber: The whole to be completed and set to work in 8 Months for the Sum of 1500£.

£	
To be paid – One Third in 4 Months	500
----- One Third more when completed	500



----- The Remainder at 4 Months ) 500  
 after the completion )

4. I also propose to build the before mentioned Engine and Machine with House for ditto, finding all Materials & Labour for completing and settling the same to work;

**[Bud-8-115]**

excepting Boiler Castings for ditto, with Safety Valve, Guage [sic] Cocks and Pipes, Masonry for ditto, and Foundations; Leading of Materials, and Injection Water for the Sum of 1150£ to be paid as before mentioned.

5. I further propose to build the aforesaid Engine and Machine as stated in Fig: 1. 2. 3. for the Sum of 1000£ and the Machine now working on the aforesaid Pit, and to continue until the new one is built, and the Shaft-Frame and Pully [sic] Wheels now working to be applied to the new Machine. The Time of Payments as in Fig. 3d by two Instalments, and the old Machine for the last Payment: Delivered at Newcastle or elsewhere that Distance when required.

Exclusive of Boiler and Castings for ditto for the Sum of 790£.

Newcastle, March 1<sup>st</sup> 1806. Phins. Crowther.

**[Bud-8-116]**

**The Charge of Binding the Pitmen, on Oct. 18<sup>th</sup> 1805.**

	£.	s.	d.
Binding Money	1740	12	6
Lent Money	204	17	-
Expences in Drink, &c.	<u>636</u>	<u>15</u>	<u>2</u>
Total, exclusive of Lent Money	<u>2377</u>	<u>7</u>	<u>8</u>
Another Dk. Bill	115	2	11

The Binding Prices

	£.	s.	d.
Hewers – householders	5	5	0
Do. - Young Men	6	6	0
Hewer Drivers	3	13	6
In-bye Drivers	2	2	0
Waggon Do.	1	1	0
Earnests to each		1	0

Bound **244** Hewers.

-----  
 Mem: When Harraton Outside Colliery was on Fire, a Number of these Men were employed at Sir Henry's Collieries. They were paid,

	s.	d.
To each Man for Bed Money	2	6 p. Week
----- Lad for Ditto	1	6 do.
Some Men were Paid	4	0 do.

Also, some had other Conditions.

	£.	s.	d.
The Amount of the Bed Money, Conditions, and Boat-hire	170	4	6

**[Bud-8-117]**

**Advance on Corving in 1805.**

	Scores	£.	s.	d.
Rainton Colliery	8886 at 5 ¼d p.	194	7	7 ½
Harrington Mill	6636 at 6d p.	165	18	0
D;	2952 at 5d p.	61	10	-
E;	8903 at 6d p.	<u>222</u>	<u>11</u>	<u>6</u>
		£644	7	1 ½

Present Prices

Rainton	10d. p. score
Harr. Mill	10 ¾d do.
D;	10d. do.
E;	11d. Do

---

**Advance in Smithwork 1805.**

Rainton	8886 Scores			
Harr. Mill.	6636 do.			
D;	2952 do.			
E;	<u>8903</u> do.	£.	s.	d.
	<u>27377</u> do. at 1d. p.	114	1	5
On wrought Iron	9465 lbs. at ¾d p.	<u>29</u>	<u>11</u>	<u>6 ½</u>
		£143	12	11 ½

[Bud-8-118]

[Double-page spread with Bud-8-119.]

**Drs. Messrs. Croudace & Co. Undertakers Cr.**

[Financial Tables]

[Bud-8-120]

[Double-page spread with Bud-8-121.]

**Dr. The Undertakers' Acct. continued. Cr.**

[Financial Tables]

[Bud-8-122]

[Double-page spread with Bud-8-123.]

**Dr. The Undertakers' Acct. continued. Cr.**

[Financial Tables]

[Bud-8-124]

[Double-page spread with Bud-8-125.]

**Dr. The Undertakers' Acct. continued. Cr.**

[Bud-8-126]

**Makings -out in 1805.**

**1. Rainton Colliery; Hutton's Seam; 20 Peck Corf.**

		Cha.	B.
Resting Coals at Christmas 1804		60	0
Wrought in 1805 ... 8886 Scores, equal to		<u>19438</u>	<u>3</u>
	Cha.	Bolls.	
	17290	18	19498 3
Leadings and Land Sales			
Resting at Christmas 1805	<u>453</u>	<u>0</u>	<u>17743 18</u>
Consumption by Engine, and Workmen			<u>1754 9</u>

**2, and 3. D and E Pits; high-main Coal; 24 Peck Corf.**

		Cha.	Bolls
D Pit, wrought in 1805 ... 2952 Scores, equal to		7749	-
	Cha.	Bolls.	
- Leadings, &c. in 1805	6864	13	
- Resting at Christ. 1805	<u>516</u>	<u>-</u>	<u>7380 13</u>
E Pit wrought in 1805 ... 8903 Scores =		23370	9
Resting at Chr. 1804		<u>23</u>	<u>-</u>
	Cha.	Bolls.	
Led in 1805	22512	15	23393 9
Resting Chr. 1805	<u>616</u>	<u>-</u>	<u>23128 15</u>
Consumption, &c.			<u>264 18</u>

**4. Herrington Mill Pit; Maudlins; 20 Peck Corf.**

		Ch.	Boll.
Resting at Christmas 1804		106	0
Wrought in 1805 ... 6636 Scores ...		<u>14516</u>	<u>6</u>
	Cha.	B.	
Leadings and Landsale in 1805	11794	3	14622 6
Resting at Christmas 1805	1117	0	<u>12911 3</u>
Consumption, &c.			<u>1711 3</u>

[Bud-8-127]

**Statement of Walers and Trappers in 1805.**

Pits	Walers Days	Amount	Trappers Days	Amount	Shovelling Days	Amount
------	----------------	--------	------------------	--------	--------------------	--------

		£.	s.	d.		£	s.	d.		£.	s.	d.
H. Mill	2666	152	13	4	1521	88	12	6	-	-	-	-
E Pit	4048	261	3	8	1622	83	9	6	33	4	7	2
Rainton	1886	96	13	-	2050	111	16	1	444 ½	56	11	6
D Pit	1915	113	14	8	1585	80	17	-	-	-	-	-
Total	10515	624	4	8	6778	364	15	1	477 ½	60	18	8

Shovelling and Waling in 1805, p Score                      6d.  
Trapping .....do.....do..... do.                              3 ¼d.

Cha.    Bolls.

Consumption ... at Rainton	1754	9
D Pit	368	11
E Pit	264	18
Herrington Mill	<u>1711</u>	<u>3</u>
Total	4098	17

Led and Resting in 1805		
Rainton	17683	18
D	7380	13
E	23105	15
Herrington Mill	<u>12805</u>	<u>3</u>
General consumption about 1/16 of Workings	Total	60975 1

[Bud-8-128]

[Double-page spread with Bud-8-129.]

Estimates for a new Undertaking from July 1<sup>st</sup> 1806.

[Financial Tables]

[Bud-8-130]

The New Undertaking from July 1 1806.

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[Bud-8-131]

Sundry Charges paid in 1805.

	£.	s.	d.
Keeping Pensher Waste	172	4	11 ½
----- Rainton do.	157	6	8
Staith Charges	215	0	0
Colliery Rents, Way- leave do., Building Houses, )	4852	10	8 ½
Sinking, Machinery, River Duty, and various )			
Incidl. Charges )			
Sinking a [sic] Rainton	311	5	3
Stowing against a Creep in D Pit	<u>449</u>	<u>19</u>	<u>2</u>
	<b>£6118</b>	<b>6</b>	<b>9</b>

[Bud-8-000]

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[Bud-8-000]

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