

Copy of Lease Abstracts (1) 21 Year for FLATWORTH COLLIERY

Bud-89

by Duke of NORTHUMBERLAND to George ERRINGTON & John WARDE – 29 Sept. 1776,

and (2) Stock Valuation, (3) Shiremoor Colliery's Materials Valuation, 1776,

Lease Abstracts: - (4) 22 Year for Flatworth COLLIERY by Duke of NORTH^d to Joseph LAMB, George WALDIE, John WALKER, & Jacob MAUD – 29 Sept 1798,

(5) 21 Year for Murton COLLIERY by Duke of NORTH^d to M^r. PLUMMER – 29 Sept 1798,

(6) Bond Abstract for Shiremoor COLLIERY, 1795,

Lease Abstracts: - (7) 31 Year for Low Willington COLLIERY by Mess^{rs}. BEWICK & CRAISTER to Mess^{rs}. MAUDE & WALKER – 12 May 1792, and (8) 21 Year for FLATWORTH COLLIERY – 29 Sept. 1799,

(1)

[Bud-89]	[0b] Dated 7 th March 1765. Copy of Flatworth Colliery: Lease Duke of Northumberland Between and George Errington and John Warde Esq ^r . Term 21 Years from 1776.
----------	---

[Bud-89]	[1] Heads of Flatworth Colliery Lease from the Duke of Northumberland to George Errington John Waide [Carr] The Duke to pay the Lesees £36. in order to Repair Creeps, Thrusts, on the Colliery –
----------	--

The Lease to be for the Term of 21 Years from Michaelmas 1776.

Lessees Agree to work the Coals as round as the Nature of the Seam will admit off –

They also Agree to leave 20 Yards of whole Coal on each Side of the Water Level & leave Sufficient Walls & Pillars without the Consent of the s^d. Duke of Northland his Heirs or Assigns or his or their Agents or Viewer in Writing under his or their Hand or Hands for that Purpose first had & Obtained

[2]

[Bud-89]

To leave a Barrier between the s^d. Colliery and every adjoining Colliery of 25 Yards –
Power for the Lessors Viewer to View the Coll^y. & descend any of the Pits so often as he thinks proper - & if it his opinion that Colliery is not wrought Objected to in a proper Manner, the L[] to have the Power to call a View if it be the Opinion of two Skillful Viewers that it was proper & necessary that such (View should be called then the whole of the Expencc of the View to be borne by the Lesser but if or be the Opinion of the two Viewers, as their Umpire)
That the Colliery is wrought in a fair & Regular Manner & there was no occasion for such View then & in that Case the whole of the Expencc to be defrayed by the Lessor –
Drifts and Air Courses to be well supported –
And Keep these working Pits in good Condition Free open clear & well supported.

[3]

And shall not draw to Bank or bring to Acc^t. any Refuse or bad Coal that shall be Objected to by the Lessors Agent for the time being, except what shall be disposed of for Landsale only and the Proprietors of Glass houses and Saltpans in South & North Shields or in the Neighbourhood thereof. And that the s^d. Lessees shall not bring to Acc^t. or be paid or allowed for the working of any Coals that shall be sold by Landsale as to the Proprietors of Glass Houses & Salt Pans in South or North Shields or in the Neighbourhood thereof as afores^d. or and in the Fire Engines, or for the Use of the Lessees – or for the Use of their Agents, Servants, Pitmen Workmen as persons to be emplo[yed] by them in or about the s^d. Coll^y. – To keep a Sufficient Number of Gates & Gate Keepers & not to do any wilful damage to the Land of the Tenants of the Lessar – to cover up old Pits & [] the Lessar harmless from all damage [] suits &

[4]

[Bud-89]

which shall as may happen Acure as be occasioned by not filling, up finish such Pit or Pits so uncovered & unsecured. The lessor Tenants to have to pass & cross the Waggon Ways with Horses Carts Wains &c. by paying the Lessees for any Real damage or Injury done to the s^d. Waggon Ways and other Ways by such using of the same as aforesaid – The Lessees to Vend at least 800 Tens of Round Coals & Annum each Ten to consist of 17½ Chaldrons each Cha - to contain 24 Bolls Newcastle Measure – but shall not in any One Year exceed the Quantity of 1000 Tens of Coals (such Measure & Quality is aforesaid) without the Consent in Writing of the Lessor his Heirs & Asigns first had obtained for that Purpose – The Lessees to deliver Gratis to the Lessor as his Agent if Req^d.) two Copies of the workings & vends Leads & vend of the s^d. Coals every fortnight during the Continuance of the s^d. Term

[5]

The lessor as his View to Inspect the Books of the Lessees, Bankmen. Overmen Staithmen &c. & to have power to appoint a Clerk or Agent at the Pits or Staith of the s^d. Colliery – the Lessor to have power to Measure the Waggons & Stop them should they hold more than 24 Bolls till they are Reduced to thus proper Measure & if over uttle to be made to hold their proper Measure.

The Lessees shall leave for the Use & benefit of the s^d. (Duke his Heirs or Assigns all the Coals which shall Remain unsold at the Expiration or sooner determination of this present demise but such Coals so remaining unsold shall not then exceed 1000 Chaldrons together with two good working Coal Pits in good Condition and sunk to the Main Coal and well & Sufficiently Walled & Timbered and in all Respects compleat and fit for working

[6]

[Bud-89]

the Said Seams of Coal in the Said Coll^y. and which shall supply a Quantity of good Round pure Coal and fit for the London Market or to be Vend Coastways as by Foreign Trade not less than 2500 Tens provided these shall be Sufficient Quantity of Coals Remaining within the Limits of the s^d. Lands & Grounds for that Purpose & that the Coll^y. shall be left by the s^d. Lessees in a proper Condition with all the Levels drifts & Watercourses thereof free & open clear & up standing without any Creep or Thrust & in good order & Condition – And the s^d. Lessees shall deliver up all and every the Materials

[7]

made by two persons the one to be named by the s^d. (Duke his Heirs or Assigns & the other of the s^d. Lessees) And in the Case the same shall be estimated at more than the last Valuation then & in such Case the Overplus or difference is hereby Covenanted to be fixed in the like time by the s^d. Duke his Heirs or Assigns -

And also it shall & may be lawful for the s^d. Duke his Heirs or Assigns at any time within 12 Months next before & immediately preceeding the end or sooner determination of the s^d. Term hereby granted whether the same shall happen by efflution of time or otherwise) to sink Win & make any New

at the end of the Term in as good Condition as they entered upon them or pay the difference to the Lessor within the Space of 6 Months next after the end or other Sooner determination of the s^d. Term, upon a valuation to be then

Pit or Pits and also to make and drive any drifts Levels & Watercourses & to do any thing that shall be thought Necessary or proper by the s^d. Duke his Heirs or Assigns within any of the Lands or Grounds afor^d. so as the winin^g. work^g. or w^t. & of the same interfere as little as may be or

[8]

and do not prejudice the working Drifts Water Courses of the s^d. Coll^y. then in the Occupation of the s^d. Lessees their Exors or Admors. –

The Lessor Covenants to pay the Lessees the Sum of £6..15 for every Ten of good Round Coals such Measure as aforesaid the fit for the London Market or Coastways or for Foreign Trade that shall be wrought led & vended from the s^d. Coll^y. but should the Coals be carr^d. – or conveyed to any other Staith or place than the s^d. Staith at Whitley Point his Grace to pay the Additional Charge & Costs which may be occasioned in carrying them to such other Staith or place –

The Lessor to pay all damage done by sinking Pits Waggon Ways &c. &c. – But not to pay for any damage that may be done by the leading

[Bud-89]

[9]

of Coals for Landsale as for such Damand as may be done to any lands or grounds at the s^d. Lessor which may be in the possession of the s^d. Lessees – it being Agreed that they the s^d. Lessees shall Undergo bear & discharge all Damages occasioned by leading of Small Coals & all Coals to be sold by Landsale & also Damages to the Lands of the s^d. Lessor in their Possession –

The Lessees to have the liberty of selling the Quantity of 100 Tens of Landsale Coals P. Annum but no more unless they obtain the Consent of the s^d. Lessor – but such Landsale Coals are not to [be] fit either for the London Market Foreign Trade or such as may be disposed of Coastways such fitness to be judged of by the Agent of the Lessor – they the s^d. Lessees paying the s^d. Lessor 15 [] Ten such Measure as afor^d. – be [] for such Lands^l. Coals every Year of the Term

[10]

The Lessees to have the Benefit of fitting all the Coals & to be paid 9^d. [per] Chalder for the same The Pitmen to have their Fire Coals led in Carts Wains &c. &c. but not any other Way – but the Lessees owt to be paid & [] all for working them –

[Bud-89]

[11]

in Repair from time to time and at the end of the s^d. Term to leave & yield up the same – And also all the Cottages & other Buildings herebefore mentioned to the s^d. Lessor his heirs be in good & Sufficient Repair at the Costs & Charges of them the s^d. Lessees –

The Lessor to find a Sufficient Number of Dwelling Houses for the Pitmen Necessary-employed in working the s^d. Coll^y. – the Lessees to pay 15' Yearly & Room for such Habitation or Room The Lessor to pay all Cesses & Taxes which share from time to time be Cess^d. or char^d. upon the s^d. Coll^y. or the Coals to be gotten forth & out of the same – In Case it shall be adjudged Necessary to [owt] another Engine for the more effectuable winning & working the s^d. Coll^y. the Lessor agrees to be at the (whole expence of Building it & the Lessees agree to keep the same

In Case the Lessees make any Necessary additions to the Marerials or to the Buildings & Erections belong^d. to the s^d. Colliery (which it shall & may be lawful for them to Erect Build or make) and shall Remain on the Premises at the end of the Lease & shall then be adjudged by the s^d. Lessor his Heirs &c. Agents or Workmen
<wor>
to be Useful and Necessary for the ma[^]king and carrying on the s^d. Coll^y. but not Otherwise then & in such Case the s^d. Duke his Heirs &c. shall & will within the Space of 6 Months next after the end of the s^d. Term hereby granted pay the s^d. Lessees for the same And also for such Waggon as may be Necessarily used in leading

[12]

[Bud-89]

Coals from the s^d. Colliery at the Expiration of the Lease hereby granted according to a valuation to be made thereof in Case the Parties themselves cannot Agree thereon in Manner as hereinafter is Mentioned – And it is herby declared and Agreed by & between the s^d. Parties hereto that a Valuation of Materials and of all other Matters & things belonging to the s^d. Coll^y. shall be made & taken by two indifferent persons skilled in the Coal trade to be chosen as is hereinafter mentioned that a Valuation shall in like manner be made of all such additional Materials & other Matters as shall and may from time to time be made by the s^d. Duke for the Use of the s^d. Coll^y. & such Valuation shall be added to the Valuation [Rer]eunder written or annexed & the same shall be kept in Repair & the Accounted for by the s^d. Lessees at the Expiration of the Lease as is herein covenanted & Agreed upon with Respect to all the Engines Staith Buildings &c.

[13]

the [deed] of the Vend & of the Coals to be settled every six Months & the Ballence paid His Grace when the works & lettage are deducted –
A Separate Acc^t. to be kept of the Small Coals & nothing to be paid the Lessees for working the same or for any Coals that shall be sold for Landsale, or and in the Six Engines or by the Pitmen or workmen employed by the s^d. Lessees in & about the s^d. Coll^y. –
If it so happens in working the s^d. Coll^y. that a Greater Quantity of Small & Inferior sort of Coals & such are not to be fit for the London Market Foreign Trade or Coastways, such fitness to be adjudged of by the Lessor's Agent) shall be Necessarily & Unavoidably wrought out of the s^d. Coll^y. than can be sold by Landsale & consumed by the Pitmen & Engines as aforesaid then & so often & in every such Case only shall & may be lawful to & for the s^d. Lessees to sell all such Surplus Small Coals to the Proprietors of Glass houses & Salt Pans in South & North Shields or in that Neighbourhood without

	<p>paying the Lessor any Money for the same but in Case it shall happen in any one Year of the s^d. Term & during the working of the Fire Engines that the</p>
--	--

<p>[14] Quantity of 500 Cha^s. / Newcastle Measure) of such Small & inferior sort of Coals shall be Necessary & unavoidably wrought & gotten out of the s^d. Coll^y. & Necessarily brought to Bank more than can be ^<so> consumed by the Engines & Pitmen & disposed of by Landsale as above Mentioned or in at any time of the Term all the Fire Engines should not be worked there should be Necessarily & unavoidably wrought out of the s^d. Coll^y. 1500 Cha^s. of such small Coals more than can be consumed & disposed of as Last above Mentioned then the Lessor shall pay the Lessees as much Money as shall make up the Price of the Surplus of all such Small Coals as shall exceed the Quantity 500 Cha^s. – or 1500 Cha^s. – in the Several Cases above Mentioned at the Rate of £6- P. Ten if such Surplus should happen to be sold for a lower Price than at that Rare but the Lessor shall ^<not> be compelled to pay for any Surplus of Small Coals if the Lessees do not sell them of a fair Market price</p> <p>[Bud-89]</p>	<p>[15] and so as that the s^d. Duke shall not on any Acc^t. whatever be liable or Compellable to pay the s^d. Lessees more than at the Rate of 3^s. – Cha^s. or 2 – 12 – 6 P. Ten for any such Surplus of Small Coals as may happen to be wrought in the Several & respective Cases above Mentioned & sold & disposed of at such fair & Current Market price as aforesaid – But if the s^d. Lessees shall grant or demise the work of the s^d. Coll^y. To any Person whatever in such Manner as that the workings of ant such small or inferior sort of Coals should be executed & afors'd for a lower Price than at the Rate of 7^s. P. Cha^r – then the s^d. Duke shall pay the s^d. Lessees only so much Money as shall make up the Price so to be paid by the s^d. Lessees as last afores'd. & no more it being the true intent & Meaning of these Presents that the s^d. Lessees are not to forfeit or gain any advantage whatsoever by the working & disposing of such Small or inferior sort of Coals –</p>
--	---

<p>[16] But should it be the Opinion of two Viewers or Umpire that there has been more Small Coals wrought in any one Year of the Term than was Necessary the Lessor not to pay be paid either for the working of them or otherwise but Nevertheless the s^d. Lessees shall not be at Liberty an any Acc^t. to ship such</p> <p>[Bud-89]</p>	<p>[17] of leading and other Expences attending the Delivery and Shipping thereof – Provided also and it is hereby Agreed that the Coals Resting at the Pits & Staith at the End of the Term shall not exceed the Quantity of 1000 Cha^s. as before Mentioned – The Lessor to have in his power to employ other Fitters should the s^d. Lessees</p>
--	---

Small or inferior sort of Coals without the Licence of the s^d. Lessor –
All the Stock of Round Coals fit for the London Market Coastways or for Foreign Trade which shall at the Expiration of the Term be wrought drawn to Bank & deliv^d. – at the Staith or Remaining at the Pits Unsold shall be the property of the s^d. Duke and shall be Measured or the Quantity thereof ascertained in such Manner is Usual on such Occasions & the s^d. Lessor shall pay the s^d. Lessees after the Rate agreed upon Mentioned for the working thereof deducting the Charge

Neglect or Refuse to fit the same (or ~~to~~ ~~are~~ ~~for~~ ~~presents~~ ~~by~~ ~~any~~ ~~Reasonable~~ ~~cause~~) & should there be Coals in hand fit for the London Market Coastways or Foreign & are at either the Pits or Staith to the Amount of 1500 Cha^s. – then the s^d. Lessor to be at liberty to employ other Fitters --
The Lessees to have Power to determine the Lease at the end of the first 7 Years by giving 12 Months Notice – The Lessees not to Assign or make our to any [person] any part of the fore- [] demised without the Licence of the Lessor –

[17]

And it is further Mutually Agreed by & between the s^d. Parties that in Case at anytime during the continuance of this present Demise or after the Expiration thereof any Dispute of Difference shall Arise or happen touching the working leading or Vending any of the Coals so to be wrought out of the s^d. Coll^y. as afores^d. - or concerning the Appraisement or Valuation of the Staith Fire Engines or any of the Stock of the s^d. Coll^y. or touching the Construction and Meaning of the presents or of any Matters Clause or thing herein Contained or on any other Acct – whatever in anywise touching or concerning the working or carrying on the s^d. Coll^y.; that then & in every such Case the same shall from time to time be Referred to two Viewers or other indifferent Persons skilful & conversant in the Coal Trade

[Bud-89]

[18]

Nominated and appointed as Arbitrators the one of them on the Part of the s^d. Lessor & the other to be Nominated & to be on the Part of the s^d. Lessees & in Case they cannot agree then the same shall be settled by an Umpire to be named by the s^d. two Arbitrators & the Award to be made by the s^d. two Arbitrators or Umpire in Writing within the Space of 2 Calendar Months Next after such Respective Nomination or Appointment as aforesaid Signed by such Arbitrators or Umpire as afores^d. – & to be deliv^d. to the s^d. Parties or such of them as shall Require it within s^d. Space of 2 Calendar Months next after such Appointment as afores^d. – And if at any time upon any such dispute or difference so happening as afores^d. - an indifferent person shall be Nominated as an Arbitrator or Referee by the s^d. Duke or by the s^d. Lessees & the other or others of them the s^d. Lessor & Lessees shall

(2)

[20]

[Bud-89]

Neglect or Refuse for the Space of 3 Weeks after Notice in Writing given to the Agent of the s^d. Lessor or to the s^d. Lessees or to their Agent of the s^d. Coll^y. to Nominate & Appoint one other indifferent person to be an Arbitrator or Referee then one Arbitrator as Nominated as afores^d. – shall proceed alone to make his Award of concerning the Dispute Referred to him & such Award so to be made by him in Writing as afores^d. Ready to be deliv^d. to the s^d. several Parties to these Presents or such of them as shall Require the same within the space of 2 calendar Months next after such Nomination shall be final & conclusive to the s^d. Several Parties to these Presents – And it is also agreed that every Award so to be made by two Arbitrators or by an Umpire or by one Arbitrator shall & may be made

[21]

a Rule of his Majesties Court of King's Bench at Westminster – In Witness.

The Valuation of the Materials & Stock at the Commencement of Mess^{rs}. Errington & Ward's

	£	s.	d.
Lean Amounted to _____	6267	15	0
Mess ^{rs} . E & W. paid for Live Stock &c. –	1052	3	3½
	£ 5215	11	8½

[In Pencil]

300

306

90

{ 690 }

(3)

[22]

Materials &c. to be paid for by Mess^{rs}. Errington Ward at Shire Moor Colliery 1776. _____

	£.	s.	d.
20 Gin Horses as P. Valuation -----	168	6	–
21 Underground D ^o . as P. D ^o . -----	139	7	6
Gins and Ropes -----	291	–	–
Carpenters work shop with Jackcoll & at Drawwell ----- } -----	9	17	4½
Crooks, Bands & other such Materials -----	3	19	9¼
Smith's Shop &c. -----	11	8	8
Moveable Timber &c. in the Store house and Stable at the Engine ----- } -----	17	10	4
D ^o . in the Stable, Fore Stables, Garden &c -----	9	13	¾

[23]

	£.	s.	d.
Bro ^t : Forward - - -	675	18	11
Materials in the Hope Pit -----	6	6	1
D ^o . in the Norfolk -----	3	17	11½
D ^o . in the Storehouse at the old Engine and in Pawlings House ----- } -----	5	7	10½
Smith's Tools altogether -----	91	14	6
Wood materials in D ^o . -----	7	19	5½
2 Old Casks -----	–	7	6
Scale Beams & Weights -----	7	13	6
Underground Geers -----	7	15	4
Gin House D ^o . -----	6	5	10
Waggons -----	229	–	8

D ^o . in the Dwelling House & Office	5	2	4	Sundry old Materials at Sundry places -----	6	1	4
D ^o . in the Lark Pit	3	13	3	Metal on the Beam head -----	3	10	—
D ^o . in the Farewell D ^o .	4	9	9	3 Iron Shovels -----	—	4	4
D ^o . in the Orphan D ^o .	11	10	9				
Carr ^d . Forw ^d . -----	675	18	11	£	1052	3	3½

(4)

<p>[24]</p> <p style="text-align: right;">[Bud-89]</p>	<p>[In Pencil]</p> <p style="text-align: right;">[25]</p> <p style="text-align: center;">See Extract from Leases Further over -----</p> <p>Heads of the Articles of Agreement entered into the 9th. day of April 1796 Between the Duke of Northumberland & Joseph Lamb George Waldie, John Walker & Jacob Maud – Esq^{rs}. – For Flatworth Colliery being within or under the Lands or Grounds of High & Low Flatworth, The Ridges, & Under the Allotments made on the late Division of their Moor in the Parish of Tynemouth & County of Northland. –</p> <p>1st – The entry to be on the 29th. Sept – 1797. The Lands under which the Coll^y. lies is bounded as follows that is to say By the Ancient Infield Lands of East Chirton Middle Chirton & Preston in the s^d. Parish on or towards the East – by the Ancient Infield Lands of Murton in the said Parish & by the Ancient Infield Lands of Earsdon & Backworth in the s^d. Parish of Earsdon on or towards the North – by the Ground late part</p>
--	--

<p>[26]</p> <p style="text-align: right;">[Bud-89]</p> <p>of Killingworth Moor Lands of High & low Willington on or towards the West and by the River Tyne on or towards the South –</p> <p>The Lessees to have Power to make an Outstroke from the s^d. Coll^y. into the Adjoining Coll^y. belonging to Mess^{rs}. Bewick & Craister if the</p>	<p style="text-align: right;">[27]</p> <p>The Lessees Agree that they will immediately after the 29th. day Sep^t. next ensuing begin to Bore, Sink & procecute their all & every the s^d. Works and some as to make his a [—] Current going Coll^y. on or before the s^d. 29th. day Sep^t. 1798 – The Lessees to pay 40^s. P. Ten each Ten to contain</p>
--	---

s^d. Mess. B & C. will Consent thereto.

The Lessees to have liberty to make Bricks & Tyles &c. &c. –

The Lessor reserves the Power of letting Way-leaves for any other Collieries & agrees to pay 2^s / 6^d P. Mile for every Ten of Coals carr^d. upon the Waggon Way of the s^d. Lessees or else to Purchase one half of such Waggon by Valuation to be left at the Opinion of the s^d. Lessees. –

The Term to be 22 Years from 29th. Sep^t. 1798 & will expire 29th. Sep^t. 1820.

420 Bolls equal to 17½ Cha^s. Newcastle Mea^r. for what Coals may be wrought out of the s^d. Coll^y. before the s^d. 29th. Sep^t. 1798 –

Certain Rent to be £1500 P. Ann^m. for 750 Tens of Coals (such Measure as Afores^d.) to be paid half Yearly eg on the 25th. Day of Mar; & 29th. day of Sep^t. – clear of all Cesses & Taxes whatsoever the first payment to be made on such of the s^d. half Yearly days of Payment as shall next happen after the Commencement of the s^d. Term & the Overs to be 40^s. P. Ten – Also the Sum of 3^s. / 6^d. P. Ten for each Ten of Coals that shall be wrought out

[28]

[Bud-89]
of Mess^{rs}. Bewick & Craister Coll^y. by Means of such Outstroke – Also the further Rent of 3^s. / 6^d. P. Ten for every Ten of Coals as shall be wrought as afores^d. & drawn to Bank at any of the Pit or Pits of the Coll^y. herein agreed to be demised And also the further sum of 7^s. / 6^d. For every such Ten of Coals as shall be wrought drawn to Bank and led along the Lands & Grounds of him the s^d. Duke of Northland which last Sums to be paid Yearly at the Term of Ladyday or Michaelmas –

The Lessees to pay the Dukes Tenants double Rent & Acc for all Damages –

A Barrier of 20 Yards to be left against every adjoining Coll^y. –

To have the Power to make up Shorts –

To pay no Rent for such Coals as may be used by the Fire Engines, drawing Coals &c. or for Workmens firing –

[29]

The Lessees to have a Power to determine the Lease at the end of the first 5 Years to be reckoned from the 29th. day Sep^t. – now next ensuing and at the end of any one Year after the Expiration of the s^d. 5 Years by giving 12 Calendar Months previous Notice in Writing --

The Lessees agree to take and pay for all the Materials now in the Possession of Mess^{rs}. Errington & Ward as they are Valued at Expiration of Mess^{rs}. E & W's Lease –

The Lessees to have 3 Months allowed them at the Expiration of the Lease for Lead^s. Away the Coals which may then be wrought & lying at the Coll^y. – & 12 Months for leading the Materials Away –

The Lessees to have the Farm now in the Possession of Mess^{rs}. E & W. but should Backworth Coll^y. be Let then the s^d. Lessees to give up 200 Acres of the s^d. Term to the Lessee of Backworth Colliery

<p>[30]</p> <p>[Bud-89]</p>	<p>[31]</p> <p>Heds of the Agreement for Murton Colliery between the Duke of Northumberland and M^r. Plummer _____</p> <p>The Entry to be at Mich^s. 1796 To hold the s^d. Colliery from Mich^s. 1798 to Mich^s. 1819 viz. 21 Years – To be made a Way[^]<current> going Coll^y. on or before 29th. day of Sep^t. 1798.</p> <p>The Lessee to Pay 26^s. / 8^d. for each Ten Coals (Accounting 420 Bolls N.castle Coal Measure to each Ten = to 17 / 2 Cha^s. Which shall or may be wrought or gotten out of the s^d. Coll^y. before the 29th. day of Sep^t. 1798 for Sea Sale & 15^s. P. Ten for Landsale or Coals sold to the Saltpans to be paid half yearly free & Clear of all Cesses & Taxes whatsoever – Certain Rent to be £800 P. Annum and to be allowed 600 Tens Round Coals - & to pay</p>
<p>[32]</p> <p>[Bud-89]</p> <p>26^s. / 8^d. for Overs and 15^s. For Landsale – To pay the Lessors Tenants & the Tenants or owners of Murton Grounds double Rents P. Acre – and to save harmless the Lessor from all Actions Costs, Suits &c. – To leave a barrier of 20 Yards against this and every adjoining Coll^y. – The Lessee to have Power to make up shorts The Lessee not to pay any Rent for the Coals used in the Fire Engines, or by the Ma- chines and in drawing Coals, or used by the Workmen – The Lessee to have a power to determine these Articles at the end of 12 Months to be computed from the 29th. Sep^t. Ins^t.</p>	<p>[33]</p> <p>at the end of every Subsequent year on giving 12 Months Notice in writing – The Lessee to have 200 Acres of the Land lying most Contiguous to the s^d. Coll^y. & which Land is now in the Possession of Mess^{rs}. Erring- ton & Ward as Tenants thereof at such Rent as His Grace's Commissioners shall fix The Lessee Agrees not to sell any Kiln Coals so as to Prejuse the sale of such Kiln or Fire Coals at ColourCoats – To be allow^d. Staith Room & Way leave thro' his Grace's Grounds free of Expence – To pay the Lessees of Flatworth Coll^y. 2^s / 6^d P. Ten P. Mile for leading Coals along their Waggon Way or du to purchase</p>

likewise at the end of the 2nd. [—] & also

half of such Wag. Way at the Option of
the M^f. Plummer Lessees of
Flatworth –

(6)

[34]

[Bud-89]

[35]

Heads of Shire Moor Bond 1795 –

The Bond expires on the 18th. Day of Oct^r.
For each Score of Coals [—] consisting of
20 – Twenty one Peck Corves which shall be
wrought out of the old Winning in the Whole
Mine in the Main Coal Seam & to be[Str]eak
full 1^s / 8^d – & when working in the Broken Mine
as full as 1^s / 5^d – And for working the whole Mine
in any of the Pits of the New winning in the afore^d.
Coll^y. the Measure as afors^d. – and Kirving upon
the Bottom Coal and throwing by the s^d. Kirvings
at least one Corf of such deal Small /exclusive of
Clay Slate Stone Band or any other Refuse) for every)
Score of Merchantable Ship Coals sent to Bank
Streak full 3^s. – By the Score for every Yard of
Single head^s. Wrought by one Man 1^s. – and holing the
Walls at 10^d. – P. Yard – 6^d. for turning a Board outg
Main headways – 4^d. P. hose for double working
4^d. P. Score for working under the [S]op and when

[36]

[Bud-89]

[37]

Req^d. to work the afores^d. Seam of Coal by kirving
in the middle and throwing away Small as afore^d.
2^s / 2^d by the Score & when working in the Pillars
in any of the Pits in the New Winning by Judding
them & Kirving upon the Bottom Coal of the
1^d. Seam & throwing away small as afors^d. 2^s / 2^d
When by the Jenking then & Kirving as afors^d. by the

every 20 Yards put beyond that distance And
that such Rates or prices for working and other
Seam or Newpi in the s^d. Coll^y. as shall all be
settled and ascertained by an Indifferent Person
being either a Viewer or one Skilled in working
Collieries in the Space of 14 days after the
working such Seam or Newpit – And it is

Bottom Coal & throwing by small as afore 2^s / 8^d
P. Score – & for every yard of head^s. 8^d. – And when
Working in Wet Boards, or places that have [Ramble]
such Consideration as the Agent Viewer, and
overmen shall think Reasonable and for
working by the Shift which shall be done at
every Reasonable Request 1^s / 4^d and for putting
every Score of Coals such Measure as afores^d.
and so in Proportion to such Measure from
Boards or places not exceeding the distance
one with another of Sixty Yards from each
Pit Shaft 10^d. and 1^d. by the lease more for

agreed that if the Size of the [Corves] be either en-
larged or lessened that the Rates or prices above
Mentioned shall be enlarged or diminished ac-
cordingly in Proportion as the Corf is made
bigger or lesser – any Married Man being a
hewer shall have a Room & 10 Fothers of leads
allowed him for 3^d. P. Week to deduct out
of his Wages – to be paid their Wages or Earn^s.
at least once in every 14 days – and shall & will
Provide a Sufficient Number & Quantity of Candles
Oil & Lamps and all other Necessary Utensils
Implements & Materials except Picks which
every hewer is to find & provide for himself

[38]

[Bud-89]

having the same sharpened & carried Gratis as often
as Occasion shall Require – And shall & will
as often as any Accident casualty or disaster
shall unavoidably happen or befall the s^d. Coll^y.
whereby the s^d. Work or Labour shall be stopped hidden
or Obstructed for a time Retain turn over or
employ the s^d. several other Persons hereby hired
& Bound either in some other Coll^y. or in
husbandry work or in some other lawful
Work or Labour for Reasonable Wages untill
the Removal of such cause be effected so as they
can Return to their Respective Employments
in the s^d. Coll^s. for the Remainder of the s^d. Term
They the s^d. several other Parties as shall have [lons]
being Minors once for them that they shall
[] & execute all the orders & directions of the s^d.
[E & W.] or their Agents &c. or [] for by default
to pay 1^d. – Corves not beg Streak full tē shall
go for Nothing & for every Corf sent to Bank
subq. the s^d. Cov^s. by either Dirty, foul or []
with Clay & there shall & may be deducted &c.[re]

[39]

tained out of the Wages or earn^s. of the Respective
Persons so hired & bound as afores^d. 1^d. – if the 1^d. –
usual Parties or any of them shall absent himself
from the lessees of the s^d. Coll^y. or not work
a Sufficient days work & what the Overmang
fairly & justly places them without a leesors
ably & Sufficiently cause to the principal [Agent]
of the s^d. Coll^y. shall pay 1^s. for every day

They hereby agreed that every Married Man
[——] shall pay 4^d. & every Young Man
By a hewer shall pay 2^d. Every 14 days to the
person employed in the s^d. Coll^y. by the s^d.

Mes. E & W – £ s £ s d

B The Men last year of 1..1, if Man' – & Young Men 1..11..6
£ s

and the Drivers 10..6 each

There are 81 Names set to this Bond, including
Drivers & Banksmen –

<p>[40]</p> <p>[Bud-89]</p>	<p>[41]</p> <p>Heads of the Lease between Mess^{rs}. Bewick & Craister & Mess: Maude & Walker for Low Willington Coll^y. in the Parish of Walls-end.</p> <p>The Lessees to have a Power to lay Waggon Ways & lead the Coals from the (Duke of Northumberland & Coll^y. down such Waggon Ways but the Way is not to exceed 15 yds in Breadth except where Bridges or Batteries are Necessary – to have Power to make Erections of every Kind on the Lands of High & low Willington both^<for> the Carrying on</p>
<p>[42]</p> <p>[Bud-89]</p> <p>of the Coll^y. hereby demised as well as the Duke of Northumberl^{ds}. Coll^y. to have Power to make as many Outstrokes into the duke of Northumberl^{ds}. Coll^y. as may be thought Necessary – but to be made so that they may be effectually stopped up by Frame Dams – to have Power to Win Stones, make Bricks & Tyles for Erections for the use of the Coll^y. hereby demised but for no other Purpose</p> <p>The Lessors to have Power to let Way leaves thro' the Land of High & Low Flatworth & lay Waggon</p>	<p>[43]</p> <p>the Lessors Tenants, or Servants to have liberty to cross the Waggon Ways of the s^d. Lessees for the Purpose of lead^g. any thing to or from their Farms without Paying any Satisfaction for the same –</p> <p>Term of 31 Years from the 12th. May 1792.</p> <p>Certain Rent 200 £. P. Over[run] to Commence from the Expiration of the first Year of the s^d. Term to be allowed ^<as> many Tens of 420 Bolls ea. (Each Boll to Contain 36 Winchester Gallons) ^<as> at 15^s. /- will Amount to the Rent of £200.</p>

Ways across the Ways of the Lessees

The first Payment to be made

[44]

[Bud-89]

on the 12th. Day of Nov. 1793 – to be
 J – half Yearly – as follows that is
 £100. to be P^d. to C. Bewick En.
 J £100. to Shafto Craister En.
 their Heirs &c. – to Pay 15^s. /-
 Ten for Overs – to Pay 2^s..6^d. P Ten
 for all the Coals which shall be
 wro^t. out of the Duke's Coll^y. by
 Virtue of the Outstroke whether
 such Coals are drawn to Bank
 in the Coll^y. hereby demised or not
 for the Term of this Lease -
 to Pay the further Sum of 2^s..6^d. P Ten
 for such Coals as shall be worked
 out of the Duke's Coll^y. & drawn
 to Bank at the Pits of the Coll^y.

[45]

hereby demised. If the s^d. Rents should
 not be P^d. within 60 days after the
 same become due then the Lessors
 have Power to distrain & sell the
 Coals & stop the Waggons & till
 such Rent be P^d. & should the Rent
 be in Arrear 90 days then the
 Lessors have the Power to Enter
 J the s^d. upon the s^d. Coll^y. & for
 [] Retain the same – to have
 Power to make up Shorts to Pay
 the s^d. Rents Clear of all deductions
 & also to Pay all Cesses & Taxes –
 to Pay double Satisfaction for damages
 of 2 indifferent Persons to settle
 the same one to be chosen by the

[46]

[Bud-89]

Person who suffers such damage are
 & the other by the Lessees –
 to work the Coll^y. in fair orderly
 Manner & not Willingly to do
 any thing to injure the same
 A Barrier to be left of 10 yds
 both on the duke's Piece & Bewick
 & Craisters --- except when the Out-
 strokes are made – & shall
 Put in Frame Dams where Necessa-
 ry – Not to begin to work the
 Pillars (without Licence) before
 this shall not be sufficient Where
 Mine left as at 15^s./- Then will
 Produce as many Tens as will

[47]

And shall not mix any of the
 Coals of the demised Coll^y. with the
 Coals of the duke's Coll^y. until
 they be deposited in the Staith –
 The Lessees are Confined not to
 have Waggons to contain above
 20 Bolls without a Licence. to
 give Notice in Writing [any] Year within
 1 Week after the 12th. May of the
 [say] they Mean to have their
 Costs to lead Coals not to the
 Staith – to deliver an Acc^t. if
 Requested Once a Month of the
 Workg the [adines] – & also the
 Lead [] of the Duke's Coll^y. –

Am^t. to the Sum of £200 P. Ann^m.

[48]

The Lessors to have Power to take copy's of the Overman & Staithman's Books – both of the Dukes & their own Coll^y. to have Power to Keep a Clerk at either Coll^y. to have Power to Measure the Waggon's – & if they be larger than they ought to be to have Power to Stop them at either Coll^y. & to Reckon the Over Measure from 6 Calandar Months Preceding such Gauge or Measurement except they have been Measured in that time in which Case the Over Measure to be Reckon from the time such Cart Measurement took Place – to have a Power to descend the Pits of both Coll^y.

[Bud-89]

[49]

To Keep Gates &c. – & the Farmers of Bewick & Craisters Lands to Keep them if they will do it as Reasonable as other People – The Tenants of the s^d. Bewick & Craister to have all the [Cory] lead both Underg^d. & at bank if, they Request it at 1^s. a Cart Load – except the Lessees farm some of the Lessors ground in which Case they have Power to make any of the []having it themselves – To Cover up All old Pits & Pay damage by not doing so & indemnify the Lessor ag^d. any such Damage – to deliver up the s^d. Coll^y. at the end of the s^d. Term & also all the Buildings ([]

[50]

Fire Engines &c.) in tenantable Repair & also all the Pits which have been worked within three Years of ~~the~~ Preceding the expiration of the s^d. Term sufficiently Walled & Timbered without the Lessors Paying any Satisfaction for the same
If the Lessors be amined to take the Materials at the end or other sooner determination of the s^d. Term they must give 3 Months Notice in writing Preceding such end or sooner determination & to be taken at a

[Bud-89]

[51]

to have Power to quit at the end of the 3^d. Year or at the end of any Year afterw^{ds}. by giving 12 Months allowed for leading away the Coals laid on Bank at the end of the Term – to have Engine Coals allowed for Raising Water only & ~~to~~ out of Bewick & Craisters Coll^y. & to Pay for Coals consumed in drawing Coals to – to be allowed 50 Tens annually for Workmen's Coals - Who work in the Coll^y. only – to have Power to take away within 12

Valuation made by 4 Indiff-
Person two of whom to be chosen
by the Lessors & 2 by the Lessees -

Months after the Expiration of the
Term all Wood & Courves Materials
with Pantyles except the & [pair shene]

(8)

[52]

to Purchase them – In Witn^s.
These Presents are dated the
3^d. Day of April 1793.

[Bud-89]

[53]

Heads of Flatworth Coll^y.
Lease —————

Premises under which the Coll^y. Lays
are called High & Low Flatworth
& the Ridges & under the several Allot-
ments made on the late division of
Shire Moor – Bounded as Follows –
By the Ancient Infield Lands of East
Chirton, Middle Chirton & Preston ^<to> the
East – By the Ancient Infield Lands
of Murton & the Ancient Infield Lands of
Earsdon & Backworth on or towards the
North – By the Grounds late Part of Kil-
lingworth Moor & the Lands of High
& Low Willington on or towards the West
& by the River Tyne on or towards the South.

[54]

The lessees have the Power to make any Erection
for the use of the Coll^y. on any Part
of these Lands – to make Bricks & Tyles
& Win Stones – to have Power to make
two Outstrokes into Bewick & Craisters
Coll^y. but no more & to draw the
Coals from Bewick & Craisters Coll^y. up
the Pits of the dukes Coll^y. the
Duke Reserves a Power to let Way leaves
over the Lands hereby demised & also for

[Bud-89]

[55]

The Term 21 Years from Mich^s: 1799.
Certain Rent £1500 P. Annum for
750 Tens of Coals at 420 Bolls P Ten
Newcastle Coal Measure – to be vended
Sea Sale – to be P^d. half Yearly
at Lady day & Mich^s: day – the
First Payment to be 25th. Mar: 1800
& 2 £. P. Ten for Overs – to Pay 3^s. / 6^d. P. Ten
for such Coals as shall be drawn to
Bank at Bewick & Craister's Coll^y. by

his Tenants to cross over or go along the Lessees Waggon Ways for the Purpose of Leading up Dung &c. – Also the Tenants of his Graces Coll^y. to come down the Waggon Ways of the Lessees Paying 3^s. / 3^d. P. Ten P. Mile or Purchasing one half of such Wag. Way at the Opinion of the Lessees of [& Catenth.]

Virtue of an Outstroke. Also 3^s. / 6^d. P. Ten during the s^d. Term for such Coals as shall be drawn to Bank at the Coll^y. hereby demised from Bewick & Craister's Mine by Virtue of such Outstroke. Also the further Cost of 7^s. / 6^d. P. Ten for such Coals as will be led along the Waggon Ways of the herby demised Coll^y.

[56]

[Bud-89]

Rent to be P^d. – within 40 days after it becomes due if demanded – Not to let or assign any Part of the Coll^y. without a Licence from the Duke in writ^g. on Pain of forfeiting the same –
The Lessees to Pay all Cesses & Taxes – to Pay the Copy holders & the Clerks Tenants double Rent P. Acre for damages – to leave a Barrier of 20 except when the Outstrokes are made – to deliver an Acc^t. if the Work^g. Lead & vend of the Coals of this & The adjoining. Coll^y. every 14 days if Requested. To have Power to Examine the Books & Keep a Clerk at the Pits – to have Powers to Measure the Way. & should they be to large then to Recon the extra [Inay] from 1 Month

[57]

back – except on an admeasurement has taken Place in the Meantime
To have Power to so drown the Pits & line the Working's – the Lessees to hang Gates & Keep them & be answerable for the Damages if Neglected – to be allowed to make up shorts & the Rent to be P^d. by the vend – to fire up the Old Pits[leave] the Pit Heaps within 12 Months after the Expiration of the Term to make the Land fit for Plowing – the Lessees to be allowed 3 Months after the end of the Term for lead^g. away the Coals & 12 Months for lead^s. Materials if the Lessor does not chuse to Purchase them. The Duke to have Power to take the Materials at the end of the Term at a fair Valuation of 2 Indif^t. 2 Persons –

[58]

[Bud-89]

to Pay Nothing for the Workmens Coals or for the Coals consumed by Engines in drawing Coals & Water &c. The [Men have Power to make use of any size of the Waggon – 3 Months Notice in Case of any Alteration in the

[59]

Size of the Wag^s. & the Alterⁿ. to be
made only at the Commenc^t. of some
one Year of the Term – to have
a Power to give up at the end of the
2nd. Year & at the end of y subq^t. –
Year & giving 12 Months Notice –

[B2]

[At back of Volume]

[Bud-89]

[B1]

From Sep: 20th. 1793. to 21st. Mar 1794 = 994 : 4 : =
2485½ forth^s: c14^d. P. ----- 41 : 8 :6

Mary Taylor's Book.

Newburn November 28th. 1796.

Deleg

Mary Taylor
Newburn

JC