

Copy of (1) Lease of EAST SLEEKBURN Township, BEDLINGTON

Bud-90

by Matthew RIDLEY to

Mess^{rs} WESCOMB, WATSON, SUNDERLAND & SWINBURN,
HAIR, SELBY & ROBSON, and COLSON

- 25th. Sep^r. 1764,

(2) Case, (3) M^r. WILLIAMS' Opinion, (4) EXTRACT from Division Award

[Bud-91]	[0b] Dated 25 th Sep ^r 1764. Copy of
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[Bud-90]	[1] 25 th . Sep ^r . 1764 Indenture of Partition of six Parts between Matt ^w . Ridley of Heaton in the County of Northumberland Esq: Nich ^s . Wescomb of the Temple London Esq: of the first Part Stephen Watson of North Seaton Esq: of the second Part Langdale Sunderland of Newcastle Esq: and Elizabeth his Wife, and John Swinburn of the same Town Esq: and Sarah his Wife of the third Part; William Hair of East Sleekburn Gent. of the Fourth Part George Selby of Stanton in the County of Northumberland Gent. And Ann his Wife and Sarah Robson of the Thicks in the County of Durham Spinster of the fifth Part and John Blenkinsop Colson of Jesmond Esq: of the sixth Part. Reciting that the whole of the Township of East Sleekburn in the Parish of Bedlington in the County of
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Durham did consist of Five Farms and One half of a Farm and the several Parties of the 1st, 2^d, 3^d, 4th, and 5th Parts were seized of and well entitled to all and every the Messuages lands and Tenements situate lying and being within the Town Township Townfields Precincts or Territories of East Sleekburn aforesaid in the several Shares following

Matt ^w . Ridley & Nicholas Wescomb - -	1 Farm
Stephen Watson - - - - -	1 d ^o ;
Langdale Sunderland in Right of	} 1 d ^o ;
Eliz: his Wife, and John Swinburn	
In Right of Sarah his Wife - - - -	} 1½ d ^o ;
William Hair - - - - -	
George Selby in Right of Ann his	} 1 d ^o
Wife, and Sarah Robson - - -	

And reciting that the Town & Fields or Common Fields of East Sleekburn aforesaid containing by Estimation 900 Acres or

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thereabouts and did belong to and were held by the Parties of the 1st, 2^d, 3^d, 4th, & 5th Parts in the Proportions aforesaid but the several Parcels of Land in the s^d. Town Fields did lie intermixed one with another, and are open and unenclosed and that the last mentioned Parties were also intituled to and did enjoy – certain Stints in the said Town-Fields in Right of their Farms and the s^d. John Blenkinsop Colson was entitled and did enjoy 2 Stints in the Pasturage Lands of the said Town Fields when the same were in Pasture and that no other Parties had any Rights or Title in or to the said Town-Fields.

And reciting that a Division or Inclosure of the s^d. Town Fields would be a great Benefit to all the Parties thereto and therefore all the Parties had mutually

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agreed amongst themselves that the s^d. Town-Fields should be inclosed divided & allotted by the Commissioners thereafter named.

Witnesseth that it was thereby mutually covenanted condescended and fully agreed upon between all the Parties thereto each covenanted for himself and his Heirs and Atsms that the said Townfields should on or before the 1st. Day of May then next be set out divided and allotted by Samuel Maricott of Okerland near Hexham Gent. And William Johnson of Woodhorn

Division
May 1 : 1765

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and be held and enjoyed And the several Persons to whom the same should be assigned and allotted should from thenceforth stand and be seized and possessed thereof thence respectively subject and liable to such and the same Use Limitations and Incumbrances as the several Farms in Respect of which such Allotments were made to them respectively were subject and liable to at and immediately before such Assignment and Allotment and should be by them respectively held for ever in Lieu full Satisfaction and Recompence of their several and respective Rights Parts and

Gent. And Cuth. Watson of Mill Hill in the Parish of Bedlington Gent Commissioners thereby nominated elected chosen and appointed by the s^d. Parties or any two of them to and amongst the said Parties who should allot and set out the said Premises by the proper Meets and Bounds in such Manner as therein mentioned which Parts & Shares so to be set out or assigned and allotted should immediately after such Allotment be remain and [ensued]

Shares of the said Townsfield and of their Rents – and all other Estates and Interests therein And that the Commissioners should set out and appoint Public Highways and Roads in upon and through the said Fields And also all private Roads Passages Water Courses Drains and Sewers over the Lands & Grounds to be inclosed and order how and in what Manner and by what Persons such private Ways Passages Water-Courses Drains and Sewers should be kept in Repair and open so as the said Commiss^{rs}.

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or any two of them did make their award in Writing under their Hands and Seals on or before the 1st. Day of May then next And that they did execute six several Parts thereof which Award & Allotment should be binding and conclusive upon all the said Parties and their respective Heirs and Atsns and that each of them his Heirs and Atsns should from the Time of the Execution of the said Award hold and enjoy his or their several and respective Share and Allotment in severalty freed and discharged of and from all Claim &c. of the said Parties or any Persons claiming under them and that each Party should hedge ditch and farm his respective Allotment and keep the same And all Ways Passages Water-Courses and Sewers in good Repair and that each Party should after publishing the said Award abide by and fulfil the same And that all Right Claim and Demand whatsoever of the said Parties their Heirs Tenants Lessees and Atsns into and upon the said common Fields except the Right and Interest of each of them unto

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their respective Allotments and also other than and except such Right and Interest as they or any of them were entitled unto in or to the Mines Minerals and Quarries lying and being within or under the said common Town Fields should cease determine and be at an End.

Proviso that nothing therein contained should prejudice lessen or defeat the Right Title or Interest of any of the said Parties or any of their Heirs or Atsns of in or to any Mines Minerals or Quarries lying or being within or under the said common Fields but that such of the said Parties as were then entitled to the Mines Mineral and or Quarries lying or being within or under the said common Fields but that such of the said Parties as were then entitled to the Mines and Minerals and Quarries and their respective Heirs and Atsns sho'd at all Times after the setting out such Allotments hold and enjoy all such Mines, Minerals and Quarries in as beneficial a Manner as they or any of them usually held and enjoyed the same before the

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Execution of the now reciting Deed and that inafore Case any any of the said Parties or any Person or Persons claiming under them should after such Inclosure as aforesaid work any Mine or Quarry lying within or under any Allotment of the said common Fields then and in such Case such Person or Persons so working the same should make reasonable Satisfaction for the Loss and Spoil of Ground occasioned thereby to the Person or Persons who should be in Possesⁿ. of such Ground at the Time of such Damage & Spoil.

Proviso that none of the Parties thereto nor the Heirs or Atsns of any of them should at any Time thereafter (without the Licence and Consent of the major Part in Value of the Persons who for the Time being should be Owners of the Lands and Grounds intended to be allotted first obtained) Lay make erect have or use or grant demise or give to any Person or Persons Liberty or Licence to lay make erect have or use any Way or Ways Way Leave or Way-Leaves Staith Room or Staith Rooms in through or upon any Part of the Lands & Grounds

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said for the leading carrying conveying or laying any Coals Minerals or Stones whatsoever and that for the Time being All and every the Owners of the Lands and Grounds to be allotted should for ever thereafter be severally (according to the Shares they should respectively have in the Lands intended to be allotted) intituled to and take a proportionable Share of all Rents and other Profits or Advantages that should arise or accrue from any Wayleaves or Staith Rooms to be used or enjoyed upon any Part of the Lands but it was thereby agreed that the Party or Parties in or upon whose Ground any such Wayleave or Wayleaves Staith Room or Staith Rooms should lie or be made should in the first Place be intituled to and receive a reasonable Satisfaction for the Damage or Spoil of his Ground occasioned thereby.

Executed by all the Parties and properly attested.

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Case.

The Mines in the Township of Sleekburn are an undivided Property and belong to the Freeholders as Tenants in Common; and the Estate of M^r.Hair who was one of the Freeholders was lately purchased by M^r. Mowbray of M^r. John Atkinson who had purchased the same of the Heir at Law of William Hair the Party to the Deed of Partition. In the Conveyance to M^r. Atkinson William Hairs Interest in the Mines is conveyed by the following Word and similar Words are adopted in the

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as he the said John Hair now hath or ever had or as the said William Hair the Father at any Time before the Division of the said Town-Fields or Common Fields had or enjoyed or could or might have had or enjoyed in Respect of his Farm and a Half of a Farm within the Township of East Sleekburn aforesaid”

It does not appear by the ancient Title Deeds in M^r. Mowbray’s Possession to what Extent each of the respective Proprietors of the Freeholds were interested in the Mines but the Division by the Deed of Partition seems

Conveyance to M^r. Mowbray (viz:) “And also all the Mines Minerals or Quarries of him the said John Hair situate and being within and under all or any of the said Townfields or Common Fields of East Sleekburn aforesaid Together with all such Rights Liberty and Power of Winn^g. Working Leading and Carrying-away the same

to have been made according to the Number of Farms, and as the Township is stated to contain 5½ Farms are William Hair was seised of 1½ Farms, M^r. Mowbray in Right of his Purchase claims to be entitled to 3 / 11 Parts of the Mines.

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A Farm of Land is a very indefinite Term and does not imply any specific – Number of Acres and in the present Case it is very probable the Farms in the Township differ very materially from each other as to Quantity And the Allotments given in Right of each Farm would be of greater or less Extent according to the Quality of the Land allotted

M^r. Williamson is therefore desired to give his Opinion

1st. Whether upon the above Statement M^r. Mowbray is entitled to 3 / 11 ths. Parts of the undivided Mines or will he be intitled to them in the same relative Proportion that the Number of Acres in his Allotment bears to the

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whole Number of Acres divided, or in the Proportion that the Number of Acres contain in his ancient Farm and an Half bears to the Number of Acres contained in the other ancient Farms in the Township, or in what other Proportion?

2^d. In Case any one Proprietor or the Majority of them in Value agree to attempt a – Winning and the Rest or some one of them refuse to join in the Measure; can such single Proprietor or such Majority make win and erect Fire Engines, Sink Pits, lay Waggon Ways and build Staiths on the Premises of any Proprietor refusing his Assent? (such Premises being the most convenient for establishing such Winning and Erections) on Paying reasonable Damages, as set forth in the Deeds.

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3^d. If one Proprietor means to establish a Winning in his own Allotment, Can he as a Tenant in Common of the Coalmines extend his Workings under the adjoining Allotments of the other Proprietors, adverse to the Measure, and work the Coal from

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M^r. Williamsons' Opinion.

1st. Presuming the Mines under the Townfields of Sleekburn to be held by the Freeholders as Tenants in Common as supposed by the Case, (but of which I much Doubt for the Reasons after-

under the same, on tendering to the adverse Proprietors their Shares of the Rent or Profits arising from the Workings of such Colliery?

4. Can a single Proprietor use or let Way Leaves and Staith Room over and upon his separate Allotment for the Leading of Coals from any remote Colliery without being accountable to the other Proprietors for their Shares of such Way-Leave and Staith Rents?

wards mentioned) I am of Opinion that M^r. Mowbray is entitled to 3 / 11th. Undivided Parts of such Mines, and not in the other Proportions suggested by this Query.

- 2^d. Upon the Presumption already made in my Answer to the first Query I am of Opinion that any one or more of the Proprietors may attempt a Winning of this Colliery, and for that Purpose erect Fire Engines sink Pits lay Waggon Ways and build Staiths on the Premises of any other Proprietor, even tho' such other Proprietor sh^d. dissent from the Measure altogether, on paying reasonable Damages as directed by the Deed.

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3^d. Any Proprietor, presuming him to be cloathed with the Charactor of a Tenant in Common of the Mines in Question, may after establishing a Winning of this Colliery under his own Allotment extend his working under the adjoining Allotment of the other Proprietors who are adverse to the Measure and work the Coal therein. But he will be liable to pay to such ^<adverse> Proprietors their full proportionable Shares of the Profits arising from the Working of such Colliery.

4th. I am of Opinion that no single Proprietor can use or let Wayleaves or Staith Room over or upon his own separate Allotment for the Leading or depositing Coals from any Remote Colliery without being accountable to the other Proprietors for their respective proportionable Shares of the Profit arising from such Way Leave and Staith Room.

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It is obvious that the Application of my Answers to the three first Queries must depend upon the Correctness of the Fact assumed in the Case; namely, that the Mines are held by the Freeholders as Tenants in Common I cannot however discover any Thing in the Deed of 25th. Sep. 1764 which appears to me to warrant that Conclusion: On the contrary the Construction of of that Deed seems to me to imply quite the Reverse; and leads me to think that before this Division and Enclosure took Place the Freeholders held several and distinct small Plots of Ground dispersed through the common Fields and so intermixed with each other as to render it necessary to enjoy the whole open and unenclosed; which Mode of Enjoyment of real –

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Property yet remains very common in several many Parts of this Kingdom. To remedy this Inconvenience arising from the mixed and dispersed State of the Property a new Apportionment and Enclosure was agreed – upon; but such Agreement seems intended to extend merely to the Surface; the Mines being expressly excepted, and each Proprietors original Right therein reserved to him in as beneficial a Manner as he held the same before the Execution of the Deed of Execution of 25th. Sept^r. 1764 : And as a Consequence of such Apportionment^<new> Apportionment must necessary be a Separation in many Cases of the Ownership of the Mines from the Lands under which they lie a special Provision is made by the Deed for Payment of Damages by the Person working the Mines in any Allotment belonging to any

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other Proprietor: and it seems to me that the Terms in which this Provision is framed are not strictly applicable to the Case of a Tenant in Common of the Mines in Question. – If therefore I am right in the above Construction of this Deed it will follow that M^r. Mowbray is now to be considered as the Owner in severally of such Mines only as lie under those Parcels of the Townfields, which belong to W^m. Hair previous to the Division and Inclosure in 1764; and consequently that he cannot work any other Part of the Mines without the Consent of the respective Proprietors.
As to the Provision in the Deed respecting the Way Leaves and Staith Room, – they do not appear to me to be in any Manner connected with the assumed Fact of a Tenancy in common. – The Reason for making such

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Provisions upon the new Apportionment of the Town Fields seems pretty clear; as it is obvious that in the original mixed and dispersed Situation of the Property no Way-Leave could well be used through the Town-Fields without the whole or a very considerable Number of the Proprietors participating in the Benefit arising from such Way-Leave; but that after the new Division it might easily happen that a sufficient Way Leave might be obtained through the Town Fields which might pass through the Allotment of one or two Proprietors only: In order therefore to preserve to all the Proprietors their original Equality in the Participation of the Benefits

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with the exclusive Right and Power to let Way-Leaves and Staiths Room upon any Part of the Town Fields for the mutual Benefit of all the Proprietors.
R.H. Williamson,
N.Castle 12th: July 1800.
M^r. W. had 3 Guineas for the above Opinion.

arising from Way-Leaves, the Provision in Question seems to have been introduced for the Purpose of Investing the major Part in Value of the Proprietors for the Time being

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East Sleekburn.

Extracts from the Division Award.

1. The whole Township consists of 5½ farms.
2. Stating that the Town Fields or Common Fields did contain by Estimation 900 Acres or thereabouts.
3. That the several Parcels of Land belonging to the several Proprietors (except M^r. Colson) did lie intermixed one with another, and were open and uninclosed.
4. The whole to be divided among such Proprietors (M^r. Colson excepted) according to the Proportions of the Farms.

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5. Alloted to Ridley and Wescomb – for 1 Farm.
The East little Close
— Low Field
— Long Riggs
A Part of the Flatts
A Part of the Hole- Cleugh
A. r. p.
Containing 97.. 2..30
Exclusive of Roads
6. Alloted to Stephen Watson – for 1 Farm
The Pann Hills
— Panns
— East Roundabout
— West Roundabout
— South little Close
— Clover Close
— Rye Grass Close
A Part of the Well-Bank Field
A. r. p.
Containing 150.. 2..34 – exclusive of Roads

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7. Alloted to Langdale Sunderland. 1 Farm.
Now
The Shaw Hill
— West little Close
Part of West Well Letch
Part of East Well Letch

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9. Alloted to George Selby. — 1 Farm.
Remainder of West Well Letch
— of East Well Letch
The whole of West Bank Field
Part of Hold Willows

Remainder of Well – Bank Field
 A. r. p.
 Containing 127.. 0..18 – exclusive of Roads.
 8. Alloted to William Hair. ——— 1½ Farm
Now Remainder of the Flatts
 D°. — of the Hole-Cleugh
 Part of the Hold Willows
 A. r. p.
 Containing 142.. 3..32 – exclusive of Roads.

A. r. p.
 Containing 110.. 0..26 – exclusive of Roads.
 10. M^r. Colson. ——— For 2 Stints
 Remainder of Hold Willows.
 A. r. p.
 Containing 5.. 0..0

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	Abstract.	A. r. p.
Ridley and Wescomb - - - - -		97..2..30
Stephen Watson - - - - -		150..2..34
Langdale Sunderland - - - - -		127..0..18
William Hair - - - - -		142..3..32
George Selby - - - - -		110..0..26
M ^r . Colson - - - - -		<u>5..0.. 0</u>
Neat Allotments - - - - -		633..2..20
Roads - - - - -		
Moiety of Blyth River - - - - -		

Query: – Who does the Coal belong to, under the Tract between High and Low-Water-Mark?

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Date of the Awards ——— Dec : 21st: 1764.