

Seams of Coal as well opened as not opened lying being and remaining in within and under and which can shall or may be had sought dug and won or got forth and out of a certain Part of

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the Lands or Grounds of East Denton and Lemmington in the County of Northumberland And the said William Archdeacon is entitled to the remaining one undivided sixth Part thereof And the said Edward Montague is entitled unto three undivided fourth Parts the whole into four equal Parts to be divided of and in all the Collieries Coalmines and Seams of Coal as well opened as not opened lying and remaining in within and under and which can shall or may be got sought dug wrought or won forth or out of the Remains of the said Lands and Grounds of East Denton and Lemmington aforesaid And the said William Archdeacon is entitled to the other undivided fourth Part thereof Now this Indenture witnesseth that for and in Consideration of the yearly and other Rents and Sums of Money and of the Covenants and

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Agreements hereinafter by these Presents mentioned reserved and contained on the Part and Behalf of the said Edward Montague his Exors Admors and Atsns to be paid done observed and performed he the said William Archdeacon Hath demised leased set and to farm let and by these Presents doth demise lease set and to farm let unto the said Edward Montague his Exors Admors and Atsns all those his the said William Archdeacon Purparties Parts and Shares of and in all that and those Colliery and Collieries Coalmine and Coalmines Seam and Seams of Coals as well as not opened lying being and remaining within and under and which can shall or may be had sought digged won wrought obtained or gotten forth from or out of the Fields Lands Grounds Closes Moors and Commons situate and being within the Town Township Precincts and Territories of East Denton and Lemmington aforesaid or either of

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them with full and free Liberty Power and Authority to and for the said Edward Montague his Exors Admors Servants Agents Workmen and Assigns within all and every or any of the said Lands and Grounds to dig sink rid win work and make Pit and Pits Shaft and Shafts Trench and Trenches Grove and Groves and to make and drive Drift and Drifts Water Gate and Water Gates Water Course and Water Courses as well for the

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Fire Engines or other Engines of what Sort Fashion or Quality soever the same shall be as shall be any Way Or ways needful or requisite as well for the Standing laying and placing of all and every the Work-horses Work Geer and Utensils to be used or employed in or about the Winning Working Managing and Carrying on of the Coal Mines Collieries and Seams of Coals and every of them and every Part and Parcel thereof as for the

Winning Working Obtaining or Getting of Coals out of the same as for the avoiding or carrying away of Water Air or Styth and conveying of Air into the same with Liberty of driving Drifts or Levels in the said Collieries Coalmines and Seams of Coal for the more effectually winning the same with full and free Liberty and Licence to win Stones and erect and build or cause to be erected and built in and upon the said Lands and Grounds such House or Houses, Hovel orhovels, Lodge or Lodges Shed or Sheds Gin or Gins Fire Engine or

obtaining and getting of Coals forth and out of the same and also sufficient and convenient Ground Room and Heap Room for the laying and placing ^<of> all such Coals Stones Gravel Sand Metal and other Rubbish as shall proceed, be had, got, or come forth and out of the Collieries Coalmines and Seams of Coal hereinbefore mentioned in the Winning or Working-off of the same or any of them or any Part thereof And also sufficient and convenient Way Leave and Liberty and Passage from Time to Time and at all Times during the Term of Years

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hereinafter by the Presents granted and demised to and for the said Edward Montague his Heirs Exors Admors Servants Workmen and Atsns to take lead and carry away with Horses Carts Wains Waggons or any other Carriages whatsoever all and every or any of the Coals to be had won wrought or gotten forth or out of the said Collieries Coalmines and Seams of Coal or any of them in through over or along all and every or any Part or Parcel there of together also with full and free Liberty Power and Authority to and for the said Edward Montague his Heirs Exors Admors Servants Workmen and Atsns at all and every Time and Times during the Term hereby granted too level and lower the Ground or to raise the same and to make lay fix and place one or more Waggon Way or Waggon Ways Side Way or Side Ways Bye Way or Bye Ways and to make and build convenient Mount or Mounts Battery or Batteries Bridge or Bridges and to dig

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and make Cut or Cuts and to lay or place -- Branch or Branches to or from the same in through over and along the said Lands & Grounds and to or from all or ^<and> every or any Pit or Pits belonging to or used for the obtaining and getting of Coals forth or out of the said demised Premises or any of them and to or from ^<all or> any Pits that are or shall be sunk in the same and out of which Coals shall be had or gotten and to lay or fix Rails Sleepers Timbers Iron and all other Materials – whatsoever necessary for the Making such Waggon Way or Waggon Ways Branch and Branches and every or any of them And also Liberty for the said Edward Montague Exors Admors and Atsns to make build and erect any Staith or Staiths of any Shape Dimension or Size in or upon any Part or Part of the said Lands and Grounds where he or they shall think proper or convenient And also to do all and every other Act and Thing & Things and to have and use all and every Liberty and Liberties

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Way or Ways Easements Profits Commodities – Privileges and Advantages whatsoever necessary and useful and convenient for the better Winning and Working the said Collieries and Coalmines and Seams of Coal or any of them and selling and disposing of the Coal to be got out of the same And likewise full and free Liberty Power and Authority to and for the said Edward Montague his Exors Admors and Atsns from Time to Time & at all Times during the Continuance of this Demise to make work and drive any Drift or Drifts and Outstroke and^<or> Outstrokes through any Part or Parts of the Barrier or Barriers Warren or Warrens of Coal hereinafter mentioned as^<and> for Water-Courses and Air-Courses for the Use and Advantage of any of the adjoining Collieries belonging to or rented by the said Edward Montague his Exors Admors or Atsns or of the Collieries or Coalmines hereby demised and also Liberty to lead and convey away all or any of the Coals that may be won wrought and got

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from forth or out of all or any of the said adjoining Collieries or Coalmines by the said Edward Montague his Exors Admors or Atsns and the hereinbefore mentioned Collieries or Coalmines and workings thereof and to draw the same to Bank at any of the Pits and to make lay and place a Waggon Way or Waggon Ways Branch or Branches to or from any of the Pits of or belonging to the said adjoining Collieries or Coalmines and to lead the Coals of the said Collieries by Horses Wains Carts or Waggons along the said Ways and to lodge and deposit the same in the Staith or Staiths of the Collieries and Coalmines hereby demised doing as little Damage or Spoil as can or may be made or done by using the several Powers Authorities Liberties and Privileges aforesaid To have and to hold the said William Archdeacon Purparties Parts and Shares of the said Colliery or Collieries Coalmine or Coalmines Seam or Seams of Coal and all and singular other the Liberties Privileges and Premises hereinbefore by

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these Presents granted or demised or intended so to be and every Part and^<or> Parcel thereof with their and every of their Rights Members and Apperten us unto the said Edward Montague his Exors Admors and Atsns from the 12th Day of May next ensuing the Date of theses Presents for and during and unto the full End and Term of 21 Years from thence forth next ensuing and fully to be complete and ended Yielding and paying therefore unto the said William Archdeacon his Heirs and Atsns the several annual and other Rents and Sums of Money following, that is to say, during each of the first two Years of the

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Expiration of the said two first Years of the said Term of 21 Years yearly and every Year during the Residue of the said Term of 21 Years the certain clear yearly Rent or Sum of 200 £. of like lawful Money for 125 Tens of Coals to be wrought led and carried away out of the said William Archdeacon Parts or Shares of the said Colliery (such Measure as hereinafter is mentioned) the said several yearly Rents or Sums of 100 £. and 200 £. and each of them to be payable and paid whether the said yearly Quantities of 62½ Tens and 125 Tens of Coals shall be respectively wrought led and carried away or not

said Term of 21 Years hereby demised the certain clear annual Sum or Rent of 100 £. of lawful Money of Great Britain for 62½ Tens (of such Measure as hereinafter is mentioned) of Coals to be wrought won and carried away out of the said William Archdeacon Parts or Shares of the said Colliery and from and after the End and

each Ten to contain such Quantity of Coals as hereinafter is mentioned the said several annual Sums or Rents of 100 £. and 200 £. and each of them to be paid on the 12th. Day of May and the 22^d. Day of November in every Year by even and equal Portions without making any

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Deductions or Abatements thereof or out of any Part thereof for or on Account of the Land-tax or any other Taxes or any other Matter Cause or Thing whatsoever the first Payment of the said yearly Sum of 100 £. to be made on the 22^d. Day of November next ensuing the Date of these Presents and the first Payment of the said yearly Rent or Sum of 200 £. to be made on the 22^d. Day of November which will be in the Year of Our Lord One Thousand seven Hundred and sixty-seven And also yielding and paying unto the said William Archdeacon his Heirs and Atsns during each of the first two Years of the said Term of twenty-one Years hereby demised the further
£ s d
Rent or Sum of 1..12..0 for every Ten of Coals such Measure as hereinafter is mentioned and so in Proportion for a lesser Quantity than a Ten which (over and above the said Quantity^<or Number> of 62½

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Tens of Coals amounting at the said Rate of
£ s d
1.. 12.. 0 per Ten to the said certain yearly Rent of 100 £. as aforesaid shall be won wrought led and carried away in Waggons Wains Carts or other Carriages from forth and out of the said – William Archdeacon Purparties Parts or Shares of the said Collieries Coalmines and Seams of Coal yearly during the first two Years of the said Term of 21 Years And also yielding and paying yearly and every Year from and after the End and Expiration of the said two first Years of the said Term of 21 Years and for or during the Remainder of the said
£ s d
Term the further yearly Rent or Sum of 1..12..0 for every Ten of Coals (such Measure as hereinafter is mentioned) and so in Proportion for a greater or lesser Quantity than a Ten which over and above the said yearly Quantity or Number of 125 Tens of Coals amounting at the said Rate

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of 1..12..0 a Ten to the said certain yearly Rent of 200 £. shall in any of the Years during the said Term be won wrought led

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Deduction or Abatement thereof or out of any Part thereof for Taxes or^<on>, any other Account whatsoever and the said yearly Rent or Sum

and carried away in Waggon Wains Carts or other Carriages from forth and out of the said William Archdeacon Parts or Shares of the said Collieries Coalmines or Seams of Coal – yearly during the Residue of the said Term of 21 Years from and after the Expiration of the said two first Years of the said Term of 21 Years and so in Proportion for a lesser Quantity than a Term each Ten to contain or consist of 22 Waggon and no more and each Waggon to hold and contain twenty Bolls at the Staith and each Boll to contain 36 Gallons Winchester Measure upon a fair Strike or Streak

£ s d

the said Rent or Rents of 1..12..0 per Ten to be paid and payable on the 22^d. Day of November and the 12th. Day of May in every Year free and clear of and from and without making any –

£ s d

of 1..12..0 per Ten is to be paid by so much thereof as the Coals wrought out of the said Collieries or Coalmines every preceding Half Year during the said Term shall amount unto
And also Yielding and paying
unto the said William Archdeacon his Heirs and Atsns over and above the said yearly and other Rents and Reservations hereinbefore mentioned and reserved the further yearly Rent or Sum of 5 £. of like lawful Money yearly and every Year for and during such Time and so long as the said Edward Montague his Exors Admors or Atsns William Archdeacon his Heirs and Atsns shall use all or any of the Draft or Drafts Water Course or Water Courses Out-Stroke or Out-Stroke which from Time to Time (in pursuance of the several Covenants Liberties and Powers herein contained he may make

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or drive through the said Barrier or Barriers Warren or Warrens of Coal hereinbefore mentioned into from through or out of the said Collieries or Coalmines whereof the said William Archdeacon is entitled to such Shares as afores^d. and any adjoining Colliery or Coalmines belonging to the said Edward Montague Exors Admors or Atsns the said yearly Rent or Sum of 5 £. to be payable and paid by even and equal Portions in every Year ^<free and> clear of and from all Manner of Taxes and Cesses whatsoever the first Payment thereof to begin and be made on the 12th. Day of May or the 22^d. Day of November which ever shall first happen next after the Opening or Making such Drift or Drifts Water-Course or Watercourses Out-Stroke or outstrokes as before mentioned And also Yielding and paying

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which shall be won wrought led and carried away from forth and out of any adjoining Colliery or Coalmines belonging to the said Edward Montague his Exors Admors or Atsns by the Means of any Drift or Drifts Water Course or Water Courses Out Stroke or Outstrokes or any of them which shall or may be drove or worked through the said Barrier or Barriers Warren or Warrens of Coal by the said Edward Montague his Heirs Exors Admors or Atsns in Pursuance of the Power or Authority herein before for that Purpose given to him as before mentioned the first Payment of the said yearly Rent or Sum of 1^s. / 6^d. per Ten to begin and to be made upon the 12th. Day of May or on the 22^d. Day of November which ever shall first happen next after the Beginning for the work Coals at the said adjoining Collieries or Coalmines provi-

unto the said William Archdeacon his Heirs or
Atsns the further Rent or Sum of 1^s. / 6^d. for every Ten
of Coals of such Measure as hereinbefore is mentioned

ded always and it is hereby declared and agreed
by and between the said Parties to these Presents

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that it shall and may be lawful to and for
the said Edward Montague Exors Admors
and Atsns to make the Use of Waggons containing
21,22,23,24 or 25 Bolls of such Measure as afore-
said so[^]<as> that he and they pay the same Sum

£ s d

of 1..12..0 per Ten in the same Proportion as if
each of the said Waggons contained only 20 Bolls
it being the Intent and Meaning of the Parties

£ s d

hereto that the said Rent or Sum of 1..12..0 a Ten
shall be paid according to the Rate of 22 Waggons
each containing 20 Bolls of such Measure as afore-
said for a Ten and not any greater Quantity –
but the said Edward Montague for himself his
Exors Admors and Atsns doth hereby covenant and
agree to and with the said William Archdeacon
his Heirs and Atsns that the Waggons shall be begun to
be used and that all the Waggons to be used in the
said Trade shall be of one and the same Size
and that all the said Waggons shall and may

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be gauged and that in Case any Change or Alteration
shall be made in the Size or Measure of the
said Waggons or any of them there shall be one
Months previous Notice given thereof to the
said William Archdeacon his Heirs and Atsns
and that such Change and [^]<or> Alteration shall be
only at the Commencement of one of the said
Years of the said Term of 21 Years hereby de-
mised **Provided** always and it is hereby cove-
nanted concluded and agreed upon by and between
the said Parties to these Presents that if the said
Edward Montague Exors Admors or Atsns shall
not in any Year or Years during the Continuance
of the said Term of 21 Years hereby granted win
work lead and carry away the said full yearly
Number of Tens of Coals (such Measure as aforesaid
for which the said certain yearly Rents of 100 £.
and 200 £. are hereby reserved and made payable
as aforesaid then and in such Case and so often

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as such last mentioned Case shall happen
it shall and may be lawful to and for the
said Edward Montague Exors Admors and
Atsns in any subsequent Year or Years of the said
Term of 21 Years hereby granted in Order to make
up and supply such Deficiencies to dig win work
lead and carry away and to dispose of at Pleasure

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wrought led and carried away from Time to Time
for the Making up and supplying such Deficiencies
as aforesaid **Provided** further and it is hereby
also declared and agreed upon by and between the
said Parties to these Presents and these Presents
are upon express Conditions that if the said several
yearly Rents or other Rents or Sums of Money

from forth and out of the said William Archdeacon Parts or Shares of the said Colliery and Coalmines such Numbers and Quantities of Tens of Coals such Measure as aforesaid as shall in any one or more preceding Year or Years of the said Term of 21 Years hereby granted have been by the said Edward Montague his Exors Admors or Atsns won wrought or led and carried away short of and less than the said Yearly Number & Quantities of Tens of Coals such Measure as aforesaid for which the said certain yearly Rents are hereby made Payable without paying any further or other Rent or Rents Sum or Sums of Money and without any other Satisfaction for such Short Coals as to be

hereby reserved and made payable or any of them or any Part thereof respectively shall contrary to the true Intent and Meaning of these Presents happen to be behind hand or unpaid by the Space of 40 Days next over or after any of the said Days or Times of Payment whereon the same ought to bepaid respectively as aforesaid according to the same being lawfully demanded that then and in – such Case and so often from Time to Time as the same shall so happen it shall or may be lawful to and for the said William Archdeacon his Heirs and Atsns not only to enter upon take Seize and distrain at all or any of the Pit or Pits of the said Colliery or Coalmine

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or at the Staith or Staiths to be used by the said Edward Montague his Exors Admors or Atsns all and every or any of the Coals that shall or may be found at all or any of the said Pits or Staiths and to fell and dispose of the said Pits or Staiths and to fell and dispose of so many of the said Coals as shall be sufficient to satisfy and pay all^<and every> the Arrears of the said several and respective Rents and Sums of Money with the reasonable Charges of such Distress and Sale rendering the Overplus (if any be) to him the said Edward Montague his Exors Admors or Atsn sand also to obstruct Stop and hinder all engines and Machines made Use of in Winning Working and Drawing the said Coals to bank and the said Waggons and all other Carriages and the Horses drawing and the Drivers conducting the same and drawing the said Coals and to do such other Acts and Things for the Purposes aforesaid or any of them as shall be proper or convenient but into and upon the said Premises hereby demised or intended so

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to re-enter and the same to have again repossess and enjoy as in their first and former Estate any Thing herein contained to the contrary thereof in anywise notwithstanding And the said Edward Montague for himself his Heirs Exors and Admors doth covenant promise and agree to and with the said William Archdeacon his Heirs and Atsns by these Presents in Manner following that is to say that he the said Edward Montague his Exors Admors or Atsns shall and will use his & their utmost Endeavours to win all or any of the said Collieries Seams of Coal and Coalmines to the full Dip or Depth thereof and also in attempting such Winning shall and will within three Years to be computed from the Commencement of the said Term of 21 Years lay out or expend the full Sum of £. 5000. if the same shall be necessary And also he the said Edward Montague his Heirs Exors Admors or Atsns shall and will from Time to Time and at all Times hereafter during the

to be or any Part thereof in the Name of the whole

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Continuance of this Demise well and truly pay or cause to be paid unto the said William – Archdeacon his Exors or Atsns the said several and respective yearly and other Rents and Sums of Money hereinbefore by these Presents reserved and made payable at the Days and Times and in Manner hereinbefore mentioned and appointed for the Payment thereof without making any Deduction or Abatement thereout or out of any Part thereof respectively for or on Account of any Taxes Charges Rates Assessments or Impositions or any other Matter or Thing whatsoever And further that it shall and may be lawful to and for the said William Archdeacon his Heirs & Atsns and his or their Agent or Agents to be appointed for that Purpose from Time to Time and at all Times during the Continuance of this present Demise to have free Recourse and Liberty to look into and inspect and peruse and take Copies of the whole or any Part of the Staithmans and Overmens Books and Bills of Presentment relating to the Working

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and leading of the Coals to be won wrought led and carried away during the Continuance of this present Demise from forth or out of the said Collieries or Coalmines in Order to be more certainly and better informed of the true Numbers and Quantities of Tens of Coals which shall from Time to Time be won wrought led and carried away out of or from the Premises or the Pit or Pits belonging to the said Coalmines or Collieries And further that it shall and may be lawful to and for the said William Archdeacon his Heirs or Atsns at any Time or Times during the Continuance of this present Demise at his or their own Costs and Charges to keep employ or appoint any Person or Persons as a Writer or Clerk at the Pit or Pits and Staiths of the said Collieries and Coalmines and the Staiths to which the Coals to be got out of the same shall be led or carried to take and set down in Writing an Account of all the Numbers and Quantities of Tens of the said Coals which shall be won wrought

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led and carried away from the said Collieries or Coalmines or any Part thereof And further that it shall and may be lawful to and for the said William Archdeacon his Heirs and Atsns or his or their Agents or Servants at any Time or Times during the Continuance of this present Demise to measure or gauge at the Pit or Pits Staith or Staiths of the said Colliery or Coalmines or elsewhere all or any of the Coal Carts Wains

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And further that he the said Edward Montague his Exors and Admors or Atsns shall and will in the Working and Managing of the said Colliery and Coalmine work the whole Coal and Walls thereof fairly and orderly and according to the usual Course and Method of Working Collieries and Coalmines upon or near the River Tyne And further that the said Edward Montague his his Exors Admors or Atsns shall

Waggons or any other Carriages to be employed and used in ~~and~~^{^<or>} about leading of Coals from the said Colliery or Coalmine and if upon any such Measuring of the said Waggons or other Carriages or any of them the same or any of them that shall be found to carry more Coals than the said Waggons ought to carry as aforesaid or in Proportion to the hereinbefore mentioned Quantity In such Case the said Will^m. Archdeacon his Heirs and Atsns and his or their Agents and Servants shall and may Stop the said Waggons other Carriages until the said Edward Montague his Exors [&]Admors shall reduce the same

and will also in the Working and Carrying on the said Colliery and Coalmines leave sufficient Walls and Pillars where necessary to be left for preserving and keeping open the Drifts and Water Courses of the said Collieries and Coalmines and shall not nor will at any Time or Times during the Continuance of this present Demise do commit or wittingly or willingly suffer to be done or committed any wilful Act in the Winning Working and Carrying-on of the said Collieries and Coalmines whereby the same or any Part thereof shall or may be drowned or overcharged

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10 Yards

with four Air Water or Styth or lost destroyed or which may occasion or bring any Creep or Thrust upon the same and in the first Working of the said Colliery shall work eight Yards to the Winning in all the Seams and shall not permit or suffer any of the Bords of the said Colliery to exceed three Yards wide nor the Pillars thereof to fall Short of 20 Yards in Length and 5 Yards in Thickness and shall not work any of the said Pillars without the Consent of the said William Archdeacon his Heirs and Atsns until the whole Mine is wrought out And further that in the Working and Carrying on the Workings of the said Colliery and Coalmines he the said Edward Montague his Exors Admors or Atsns shall and will leave full 25 Yards of good sound whole Coal in all and every the Seams of the said Colliery or Coalmine next adjoining to or lying between the same and all other adjoining Collieries as a Barrier to prevent any Communication to or with or into the said hereinbefore mentioned Colliery or Coalmine whereof the said William Archdeacon is intitled to

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such Shares as aforesaid or any Part thereof unless he or they shall be authorized to the contrary thereof under the Hand Writing of the said William – Archdeacon his Heirs or Atsns and shall not nor will not during the Continuance of this present Demise work or take any such Barrier or any Part or Parts thereof or by any other Way or Means open a Communication between the said hereinbefore mentioned Colliery or Coalmine and any adjacent Colliery or Collieries as aforesaid or make or suffer any Drift or Water Course or Outstrokes except the said Edward Montague his Exors Admors or Atsns shall cease to make such Drift or Drifts Water Course or Water Courses Outstrokes in through from or out of the said Collieries or Coalmines of which the said William Archdeacon has such Parts or Shares as aforesaid by Virtue of the Power or Authority for that Purpose hereinbefore contained And further that it shall and may be lawful to and for the said William Archdeacon his Exors and Atsns and his or their Viewer or Viewers Agent or Agents at any Time or Times during the

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Continuance of this present Demise when any of the Pits of the said Colliery or Coalmine are or is at Work by the Ropes Rollers or other Engines used at any of the said Pits or any of them or at the Shaft or Shafts Working or Workings of or belonging to the said Collieries and Coalmines or any of the said Premises hereby demised or any of them to defend ride and go into the said Collieries and Coalmines or any of the said Pits or Shafts or the Workings thereof and to view and see that the said Collieries or Coalmines are fairly and regularly wrought according to the true Intent and Meaning of these Presents and to line and Measure the same and by the same Ways and Means to ascend and come up the said Pits and Shafts or any of them so as the Working of the said Colliery or Coalmine be not obstructed more than Necessary may require And further that he the said Edward Montague his Exors Admors and Atsns shall and will yearly and every Year during the said Term hereby granted deliver or cause to be delivered unto the said William Archdeacon his Heirs and Atsns at East Denton or Lem-

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mington aforesaid from the Working Pit or Pits of the said Colliery or Coalmines or at the Staith or Staiths to which the said Coals shall be led or carried two Tens of Coals such Measure as aforesaid for his or their Use for Fire Coal without paying or allowing any Sum of Money or other Consideration for the same he the said William Archdeacon his Heirs and Atsns at his and their own proper Costs and Charges provid⁹. and sending Carts Wains Carriages and Horses or Boats or Lighters and Servants to the said Pit or Pits Staith or Staiths for the Filling Leading and Carrying away the same which shall be fairly and equally filled and Shovelled by the Workmen and Servants to be sent and employed by the said William Archdeacon his Heirs or Atsns into his or their Wains Carriages Boats or Lighters as the same shall arise and come to Hand without Picking or Skimming the same And also that he the said Edward Montague his Exors Admors or Atsns shall and will at all Times during the Continuance of this Demise at his and their own proper Costs and Charges set up maintain

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uphold and keep in Repair a sufficient Number of Gates and Styles in and upon the said Waggon Way or Waggon Ways Coal way or Coal Ways or other Ways Leading to or from the said Pit or Pits Collieries and keep and employ a sufficient Number of gatekeepers for the looking after and shutting the said Gates and for the preventing of Damage by trespassing of Cattle or other Things into or upon the said Lands or Grounds through or along ^<which> such Way or Ways is

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do any Damage in or to any Houses Buildings Garths Orchards or Gardens in or upon the said Lands and Grounds of East Denton & Lemmington aforesaid or any Part thereof respectively by using the Liberties Privileges and Powers aforesaid or any of them And shall and will from Time to Time and at all Times hereafter during this present Demise Cover up, Timber over or Fence round all the said Pits and Shafts as and when they shall desist from Working of the same to

are or shall be laid or made and shall not nor will at any Time during the Continuance of this present Demise do or make any wilful and unnecessary Damage or Spoil of Ground in the making or laying ant Waggon Way or Waggon Ways in or through the said Lands or Grounds or do any other unnecessary Thing by Virtue or in Pursuance of the Liberties Privileges and Powers hereby given but shall and will in the Using the Liberties and Powers aforesaid do as little Damage or Spoil in or upon the Premises as may be and shall not

prevent ant damage or Accident that may happen thereby and that in Case any Damage shall happen by reason of any of the said Pits and Shafts lying uncovered or unsecured as afores^d. he the said Edward Montague his Exors Admors and Atsgns shall have harmless and indemnify the said William Archdeacon his Heirs and Atsns of and from the same and of and from all Actions Costs Charges Damages and Expences which can shall or may happen arise or be occasioned thereby or by Reason or Means thereof and shall and will from

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Time to Time and at all Times during the said Term hereby granted over and above the said Rents and Sums of Money hereby reserved pay and satisfy to the Tenants and farmers of the said Premises all such reasonable Damage for any Spoil of Ground which shall be done or committed by him the said Edward Montague his Exors or Admors or Atsns or his or their Servants Agents or Workmen in or upon the said Lands or Grounds or any of them or any Part thereof or the Grass Hay or Corn to be – growing thereupon as the said Tenants or Farmers shall or may have or sustain for or by Means of the several Ways Water Courses Sinkings & Workings of the said Collieries and Coalmines or any of them or any Thing to be done by the said Edward Montague his Exors Admors or Atsgns or his or their Servants Agents or Workmen in or upon the said Lands and Grounds or any of them or any thereof such Damage to be ascertained from Time to Time within six Months next after the same shall happen by two indifferent Persons the one to be chosen by and on the Part and Behalf of the said Edward Montague his Exors Admors or Atsns and the other on or by and on

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the Part and Behalf of such Tenants or Farmers And further that he the said Edward Montague his Exors Admors and Atsns shall and will at the End and Expitation or other sooner Determination of this present Demise peaceably and quietly give yield and deliver up unto the said William Archdeacon his Heirs and Atsns the quiet and peaceable Possession of all and singular the said Premises hereby demised with the Appurtenances and shall leave for the Use and Benefit as well of the said William Archdeacon his Heirs and Atsns as of the said Edward Montague his heirs and Atsns all and every the Pits and Shafts of and belonging to the said Colliery and Coalmines in which any of the Coals or Walls or Pillars of Coal shall be then remaining together with all the Levels Drifts and Water-Courses thereof open and in good Order & Condition and that neither the said Edward Montague his Heirs Exors Admors or Atsns or his or their Agents Servants or Workmen or any of them or any other Person or Persons by or with his or their Privity

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Direction or Consent shall draw or take away any Timber out of or from any of the Pits or Shafts of or belonging to the said Collieries or Coalmines out of which any whole Coal or Walls or Pillars of Coal shall remain unwrought and it shall and may be lawful to and for the said William Archdeacon his Heirs and Atsns and his and their Tenants and Farmers to pass and repass over and across the said Waggon Ways and other Ways or any of them or any Part or Parts thereof to and from his and their Lands and Grounds on Foot or on Horseback and with Horses Sheep Cattle Carts Wains and other Carriages or any of them as shall be convenient for them or any of them or for the Management or Improvem^t. of their said Lands or Grounds or any of them or any Parts thereof so as in Passing and Repassing over and across the said Waggonways and other Ways or any of them or any Part thereof the said Edward Montague his Exors Admors or Atsns be not disturbed in Using the Liberties and Privileges hereby granted more than the Nature of the Case shall require and so as they do the said Waggonways and other Ways as little damage

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as may be thereby And likewise that he the said Edward Montague his Exors Admors or Atsns shall and will at the End Expiration or sooner Determination of this present Demise or so sooner as he shall cease to use all and every of the said Drifts Water Courses or Outstrokes make good and sufficient Frame Dams at his own Costs and Charges in all and every and any Outstrokes or Outstroke Drift or Drifts Water Course or Water Courses to be made by the said Edward Montague his Exors Admors or Atsns by Virtue of the Power for that Purpose – hereinbefore given to him through any Barrier [^]<or> Barriers Warren or Warrens of Coal of or belonging to the said Collieries or Coalmines of which the said William Archdeacon hath such Parts or Shares as aforesaid so as effectually to prevent any Further Communication of Air or Water between the said Collieries or Coalmines of East Denton and Lemmington and any adjoining Colliery or Collieries And the said Will^m. Archdeacon for himself his Heirs Exors and Admors doth covenant promise and agree to and with the

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said Edward Montague his Exors Admors and Atsns by these Presents in Manner following that is to say that it shall and may be lawful to and for the said Edward Montague his Exors Admors and Atsns he and they paying the said several and yearly and other Rents and Sums of Money hereinbefore by these Presents reserved and made payable at such Days and Times and in such Manner as are herein[^]<before> mentioned and appointed for Payment thereof and observing and performing all and every the Cove-

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any Person or Persons whatsoever lawfully claiming or to claim by from or under or in Trust for him them or any of them And further that it shall and may be lawful to and for the said Edward Montague his Exors Admors and Atsns at any Time within the Space of 12 Calendar Months next after the End Expiration or sooner Determination of the said Term of 21 Years hereby granted to have take lead carry away and enjoy to his or their own Use all such Quantities of Coals as at the End Expiration or

nants and Agreements herein mentioned & contained on his and their Part and Parts to be paid done and performed from Time to Time and at all Times during the said Term of 21 Years hereby granted or intended so to be peaceably and quietly to have hold use occupy possess and enjoy the said Premises Liberties and Powers hereby granted and demised or intended so to be with their and every of their Appurtenances according to the true Intent and Meaning of these Presents with out the lawful Suit Trouble Denial Eviction Ejection Interruption Disturbance or Molestation of or by the said William Archdeacon his Heirs or Atsns or of

sooner Determination of the said Term of 21 Years shall be ready wrought and laid above ground at all or any of the Pits or Shafts of or belonging to the said Colliery or Coalmine and to lay and place the same upon the Staiths of or belonging to the said Edward Montague his Exors Admors or Atsns and to sell and dispose of the same at his or their Will and Pleasure he and they having first paid satisfied and discharged the several Rents and Sums of Money hereinbefore by these Presents reserved and made payable and covenanted and agreed to be paid and having first performed

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fulfilled and kept all and every the Covenants clauses and Agreements herein mentioned and contained on his and their Parts and Behalves to be done observed performed and kept until such Determination of the said Term and obstructing as little as may be the Owners or succeeding Tenant or Tenants of the said Colliery or Coalmines in the Working and Carrying on the same And also that it shall and may be lawful to and for the said Edward Montague his Exors Admors and Atsns or his or their Servants or Workmen at any Time or Times within the Space of one Year next after the End or sooner – Determination of the said Term of 21 Years hereby granted to remove pull down take up lead and carry away to his and their own Use and every the Houses Shops Stables Fire Engines Rollers or other Engines Gins Iron Wood Timber Ropes – Waggons and Waggon Gear Waggon Way and Wag. Ways Branch and Branches Sideway and Sideways Rails Sleepers and all other Materials & Implements whatsoever used for or in Winning Working and in leading carrying and disposing of the Coals

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to be got out of the same and which shall be then lying remaining and being in or upon the said Lands and Grounds of East Denton and Lemmington aforesaid or any Part thereof respectively he the said Edward Montague his Exors Admors and Atsns first paying all the said Rents and Sums of Money hereby reserved and performing all and every the Covenants and Agreements in these Presents contained on his or their Parts and Behalves to be done and performed And Further that he the said Edward Montague his Exors Admors and Atsns shall yearly and every Year during the Continuance of this present Demise be allowed Forty Tens of such Measure as aforesaid of the Coals to be wrought or got out of the whole of the said Collieries or Coalmines as well the said Edward Montagues Part as well the said William Archdeacons Shares thereof to be employed or burnt at the Fire Engine or Fire Engines to be made use of

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for Drawing of Water or Coals of the said Collieries or Coalmines or any Part thereof – and ^{^to} be given or allowed out of the said Coalmines and Collieries to the Pitmen or Agents to be employed by the said Edward Montague his Exors Admors or Atsns in or about the said Collieries or Coalmines without paying any Rent or other Satisfaction for the same whatsoever for the said 40 Tens of Coals Provided always that the said William Archdeacon his Heirs and Stsns shall be only charged and obliged to allow according to his Proportion of and Interest in the said Collieries or Coalmines towards the said 40 Tens of Coals to be employed or burnt at the said Fire Engines or to be allowed to the said Pitmen or Agents and that the whole of the said 40 Tens to be so used employed and allowed shall not be placed wholly to the Account of the said William Archdeacon his Heirs or Atsns Provided always and if the said Edward

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Montague his Exors Admors or Atsns shall determine and make void this present Lease or demise before the End and Expiration of the said Term of 21 Years hereby granted pursuant to the Power and Liberty for that Purpose hereinafter given or reserved to him And if the said William Archdeacon his Heirs and Atsns shall in that Case be amended to purchase all the Staiths Engines Waggon Ways Materials and Implements which shall then be standing and remaining in or upon the said Lands ~~and~~^{^or} grounds or any Part thereof and of such his or their Intention shall give 3 Monthly Months Notice in Writing to the said Edward Montague his Exors Admors or Atsns before the respective Times of his or their removing the same as aforesaid then and in such Case the Staiths Engines Waggon Ways Materials and Implements mentioned in such Notice shall not be removed but the same shall be valued by four indifferent

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Persons two of them to be chosen and appointed by the said William Archdeacon his Heirs or Atsns and the other two by the said Edward Montague his Exors Admors or Atsns within
 <Determination>
 one Month after the ~~Expiration~~[^] of the said Term hereby granted or as soon after as the said Edw^d. Montague his Exors Admors or Atsns shall cease and discontinue to use the same respectively – And that in Case the said William Archdeacon his Heirs or Atsns shall chuse to accept the same at such Appraisments he the said William -

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purchase the same and shall not accept of the same within 20 Days after such Valuation as aforesaid at the Price or Prices – therein mentioned or shall not upon such Acceptance pay for the same that then and in such Case the said Edward Montague his Exors ~~or~~ Admors or Atsns shall and may remove and take away to his and their own Use all and every the Engines Waggon Ways Materials and Implements which the said William Archdeacon his Heirs or Atsns shall not chuse to purchase as aforesaid

Archdeacon his Heirs or Atsns shall pay the said Edward Montague his Exors Admors or Atsns for the same respectively according to the Price mentioned in such several valuations upon such the Acceptance thereof and shall and may enter upon and hold and enjoy the said Staiths Engines Waggon Ways Materials and Implements immediately after such Valuation and Acceptance thereof respectively as aforesaid as and for his and their own proper Goods and Chattels but in case the said William Archdeacon his Heirs or Atsns shall not chuse to

in like Manner as if this Provisoe had not been made Provided also and it is hereby declared and agreed upon by and between the said Parties to these Presents for themselves severally and respectively and for their several and respective his Exors Admors and Atsns that if the said Edward Montague his Exors Admors or Atsns shall be minded ~~and~~^<or> desirous that this

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present Indenture of Lease and the said Term of years hereby granted shall cease and determine at the End of the 9th Year thereof or at the End of the 11th, 13th, 15th, 17th, or 19th. Years of the same Terms and of such his Desire or Mind shall 2 Years – before the End of the said 9th, 11th, 13th, 15th, 17th, or 19th. Year of the said Term of 21 Years hereby granted give to the said William Archdeacon his Heirs or Atsns or leave for him or them at his or their usual Place or Places of abode Notice in Writing under his or their hand or hands that then at the End of the said 9th, 11th, 13th, 15th, 17th, or 19th. Year after such Notice given or left as aforesaid and after Full Payment of all the said Rents or Sums of Money and the Arrears thereof which shall be then due and owing And also after Performance of the Covenants and Agreements hereinbefore mentioned on the Part of the said Edward Montague his Exors Admors and Atsns to be paid done and performed according to the true Intent & Meaning of these Presents this present Indenture

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and the Residue that shall be then unexpired of the said Term of years hereby granted shall cease determine and be utterly void and of no Effect other than and except the Covenants and Agreements herein contained for the Liberty of Leading and Carrying away of such Coals as at the End or sooner Determination of this present Demise shall be wrought and laid above Ground at the Pit or Pits of the said Colliery's or Coalmines but then not led or, carried away and for amending and repairing the Waggonways & other Ways Provided also that in Case the said Edward Montague his Exors Admors or Atsns shall expend and lay out the full Sum of 5000 £. of lawful Money of Great Britain in endeavouring to win the said Collieries or Coalmines of which the said William Archdeacon is entitled to such Shares as aforesaid, and shall find the

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same ineffectual or insufficient for that Purpose and if the said Edward Montague his Exors Admors or Atsns shall in that Case be minded or desirous that this present Demise should cease and determine and of such his or their Mind or Desires shall give to the said William Archdeacon his Exors Admors or Atsns or leave for him or them at his or their usual Place of abode or Residence Notice in Writing And if the said Edward Montague his Exors Admors or Atsns shall pay and discharge all Arrears of the said certain Rents or Sums of 100 £. and 200 £. and each of them to the 22^d. Day of November or the 12th. Day of May next after or ensuing the Time of giving such Notice and shall observe perform and fulfill all and every of the Covenants Clauses and Agreements hereinbefore mentioned and contained on the Part of the said Edward Montague his Exors Admors and Atsns to be done and performed then and in such Case these Presents and every Clause

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Matter and Thing herein contained (except the Covenants and Agreements hereinbefore mentioned and agreed to be performed after the Determination of the present Demise) shall from and after the End or Expiration of Six Calendar Months to be computed from the Time of giving such Notice cease determine & be utterly void **Provided** also and it is hereby further covenanted declared and agreed upon by and between the said Parties to these Presents for themselves severally and for their respective Heirs Exors Admors and Atsns that if at any Time during the said Term hereby granted there shall happen any Obstruction or Hindrance in the Coal Trade by Civil Wars in the Kingdom or any Foreign Invasion or by Pestilence or general Obstruction in the Coal Trade which shall occasion the Laying-in and not working

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the granted Part of the Collieries adjacent to the River Tyne for the Space of 3 Calendar Months together then and in such Case the several Rents Sum and Sums of Money herein and hereby reserved and made payable shall during such Obstruction or Hindrance in the Coal Trade only and no longer cease & not be paid any Thing hereincontained to the contrary thereof in anywise notwithstanding **Provided** also and it is hereby further agreed by and between the said Parties to these Presents that in Case at any Time during

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William Archdeacon his Heirs or Atsns at his or their usual Place or Places of abode of his or their Intention of leaving or giving up the said demised Premises by Reason of Surcharge of Water or Want of Mine that then from and after such Notice given as aforesaid Six Months after such Notice given as aforesaid the said several Rents hereby reserved being first paid and the Covenants hereincontained on the Part of the said Edward Montague his Exors – Admors and Atsns being done and performed until the End of the said 6 Months this in-

the Continuance of this present Demise it shall happen that by Reason of Surcharge of Water or Want of Mine the said Collieries or Coalmines cannot be wrought then and in either of the said Cases so happening if the said Edward Montague his Exors Admors or Atsns shall and do give and leave six Calendar Months Notice or Warning in Writing to or for the said

denture and every Clause and Thing herein-contained shall cease determine and be utterly void and of none Effect without prejudice – nevertheless to the said Power and Liberty of Removing the said CoalGins Engines Rollers and other Particulars after the Determination of the said Term in such Manner as is herein-

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before agreed in that Behalf In Witness
&c. &c.

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Dated Dec^r: 3 : 1773.

Copy of additional Lease indorsed on M^r. Archdeacons' Lease to M^r. Montague of Denton Colliery.

(Term 25 Years from May 1st: 1774.)

M^r. Archdeacon by his Will dated Sep : 24th : 1776 devised all his Messuage Lands Tenements Coal and other Mines and Hereditaments whatsoever unto Ralph Carr, Aubone Surtees Matthew Duane Michael Bray William Keenlyside and Alexander Adams upon Trust and to sell and that their Receipt shall be a Sufficient Discharge to the Purchasor, and has thereby given to his Servant Mary Anderson eight Chaldrons of the Coals which are allowed him out of Denton Colliery to be delivered to her Order every Year and that her Receipt shall be a Sufficient Discharge to M^r. Montagues Executors.

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This Indenture made the 3^d. Day of December in the 14th. Year of the Reign of our Sovereign Lord George the third, &c. &c. and in the Year of our Lord 1773. Between the within

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named William Archdeacon of the one Part and the within named Edward Montague of the other Part Whereas by Indenture of Lease bearing equal Date with these Presents and made or mentioned to be made between the said William Archdeacon of the one Part and the said Edward Montague of the other Part the said William Archdeacon hath demised to the said Edw^d. Montague all that Seam of Coal commonly called the Baumont Seam lying being and remaining within and under 90 Acres Part of the Lands of Robert Shafto Esq: situate and being in Benwell in the County of Northumberland contiguous and adjoining to the East Part of the

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within the Estate of Denton and which 900 Acres are particularly mentioned or described in the said Indenture of Lease to hold the same unto the said Edward Montague his Exors Admors and Atsns from the first Day of May now next ensuing and which will be in the Year of our Lord 1774 for and during the Term of 25 Years thence next ensuing under and subject to certain Rents Provisoos Conditions Covenants and agreements therein reserved and contained And whereas previous to the Making of the said Indenture of Lease it was agreed by and between the said William Archdeacon and Edward Montague that the said William Archdeacon should demise unto the said Edward Montague his Exors Admors and Atsns all his the said William Archdeacons Purparties Parts and Shares of and in all and every the Collieries and Coalmines Seam and Seams of Coal within mentioned as well of and in those commonly called

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Main Coal Seams as of and in all and every[^]<other> the Seam or Seams of Coal lying or being or to be found within the Town Townships Precincts & Territories within mentioned and all and every the Liberties Privileges Powers and Authorities within mentioned for and during the further Term of 25 Years to be computed from the 1st. Day of May now next ensuing which will be in the Year of our Lord 1774 at and under the certain yearly Rent of 200 £. and such other Rents and yearly Payments as in the within written Indenture are mentioned the same to be accepted and taken in Lieu and Stead of the within mentioned yearly Rent and of such other Rents and yearly Payments as within are mentioned & the same certain yearly Rent of 200 £. to be paid half-yearly on the 11th. Day of November and the 1st. Day of May in every Year by even and equal Portions and the said other Rents and Payments to be paid on the said last mentioned Days respectively

or known by the Names of Beaumont and Kenton

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instead of the 22^d. Day of November and 12th. Day of May in every Year and subject to all and singular the Covenants Conditions Clauses Agreements and Provisoos in the within written Indenture contained save and except such Covenants Conditions Clauses Agreements and Provisoos as are varied or altered by these Presents And it was likewise agreed between them that the said William Archdeacons Purparties Parts and Shares of and in the said within mentioned Coalmines or Seams of Coal called the Beaumont and Kenton Main Coal Seam should from and after the 6th. Day of May now last part before the Date of these Presents be accounted deemed and considered as one full Fifth Part of the whole of the said Beaumont & Kenton Main Coal Seams until the End Expiration or other sooner Determination of the said Term of 25 Years so to be demised as aforesaid Now this Indre witnesseth that in pursuance of the said recited Agreement and for and in Consideration of the Rents Covenants and Agreements

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to be paid observed fulfilled done and performed on the Part of the said Edward Montague his Exors Admors and Atsns He said William Archdeacon hath demised ceased sett and to Farm-lett and by these Presents doth demise lease and to Farm-lett unto the said Edward Montague his his Exors Admors and Atsns All his the said William Archdeacons Purparties Parts and Shares of and in all and every the Collieries and Coalmines Seam and Seams of Coal within mentioned as well of and in those commonly called or known by the Beaumont and Kenton Main Coal Seams as of and in all and every other the Seam or Seams of Coal lying or being or to be found within the Towns Townships Precincts and Territories within mentioned together will all and singular the Liberties Powers Privileges and Authorities within mentioned respecting the same or thereto belonging To have and to hold the same unto the said Edw^d: Montague his Exors Admors and Atsns from the

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First Day of May now next ensuing & which will be in the Year of Our Lord 1774 For^<and> during and unto the Full End and Term of 25 Years – From thence next ensuing and fully to be compleat and ended At and under the certain yearly Rent or Sum of 200 £. of lawful Money of Great Britain And also at &

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by the Presents And the said Edward Montague and William Archdeacon for themselves severally And respectively and for their several and respective Heirs Exors Admors and Atsns do and each and every of them doth mutually covenant promise and agree to and with each other by these Presents in Manner

under such other Rents and yearly Payments as in the within written Indenture are mentioned and which are to be paid accepted and taken in Lieu and Stead of the within mentioned certain Yearly Rent of 200 £. and of the other Rents and yearly Payments within mentioned and to be paid on the 11th. Day of November and the 1st. Day of May in every Year instead of the within mentioned Days of 22^d. Day of November and the 12th. Day of May in every Year and
Subject also to all and every the Covenants – Conditions Clauses Agreements and Provisoes in the within written Indenture contained other than and except such Covenants Conditions Clauses Agreements and Provisoes as are varied or altered

following, that is to say, that they the said Edward Montague and William Archdeacon respectively and their respective Heirs Exors Admors and Atsns shall and will from Time to Time and at all Times from henceforth on their respective Parts and Behalves well and truly observe perform fulfil and keep all and every the Covenants Clauses Conditions and Agreements in the within written Indenture contained which are not altered or varied by these Presents And also shall and will from Time to Time and at all Times hereafter on their respective Parts and

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Behalves and according to the true Intent & Meaning of these Presents will and freely observe perform fulfill and keep all and every of the Covenants Clauses Conditions Agreements and Provisoes in these Presents contained And the said William Archdeacon for himself doth hereby covenant promise and agree to and with the said Edward Montague his Exors Admors or Atsns that if the said Edward Montague his Heirs Exors Admors or Atsns shall at any Time hereafter nominate a Skilful and experienced Viewer on his or their Parts to view within mentioned Barrier and shall give Notice in Writing thereof to him the said William Archdeacon his Heirs Exors Admors or Atsns that he the said William Archdeacon his Heirs Exors Admors or Atsns shall within 3 Weeks next after such Notice shall be so given nominate and appoint another skilful and experienced Viewer on his part to join

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2 Yr.

Heirs Exors Admors or Atsns in Viewing the said Barrier or that in Default of such Nomination and Appointment on the Part and Behalf of the said William Archdeacon his Heirs Exors Admors or Atsns the Viewer so nominated or appointed by or on the Part of the said Edward Montague his Heirs Exors Admors or Atsns shall and may alone view the said Barrier With any Viewer appointed on the Part of the said William Archdeacon his Heirs Exors Admors or Atsns and if after such View shall be had and taken the said Viewers (in Case two shall be appointed as aforesaid) or View or (in Case the said William his Heirs Exors Admors or Atsns shall neglect to appoint one on his and their Parts) shall certify under their or his hands or hand that it will be for the Benefit of both Parties and in no wise prejudicial to the within mentioned Collieries

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with the said Viewer now nominated and appointed on the Part of the said Edward Montague his

or the said 90 Acres of Coal in Benwell aforesaid

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or any Part thereof respectively to work away the within mentioned Barrier or any Part thereof then and in such Case it shall and may be lawful to and for the said Edward Montague his Heirs Exors Admors or Atsns to work such Part or Parts of the said Barrier as shall be mentioned in such Certificate or Certificates so as the same be done in such Manner as such Viewer or Viewers (as the Case may be) shall direct And the said William Archdeacon doth hereby for himself his Heirs Exors and Admors further covenant promise and agree to and with the said Edward Montague his Exors Admors and Atsns that he and the said Edward Montague his Exors Admors or Atsns shall not from henceforth be confined to work the Bords Walls and Pillars of the within mentioned Collieries and Coalmines accorsing to the within written Indenture But it is hereby agreed and declared that the said Edward Montague his ^<Heirs> Exors Admors and Atsns

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shall and may from henceforth work the within mentioned Collieries and Coalmines according to the Covenant next hereinafter contained on the Part of the said Edward Montague that is to say And the said Edward Montague for himself his Heirs Exors^<and> Admors and Atsns doth hereby covenant promise and agree to and with the said William Archdeacon his Heirs and Atsns that he and the said Edward Monague his Exors Admors and Atsns shall and will work the <Collieries> Colliery and ^ Coalmine and Coalmines Seam and Seams of Coal in and by the within written Indre and hereby demised fairly and orderly and according to the most approved Method of Working such like Collieries and shall and will in the Working thereof leave unwrought good and sufficient Walls and Pillars of Coal for the Support of the Roof thereof where necessary and shall not nor will at any Time or Times during the Continuance

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of this ^<present> Demise do commit or wittingly or willingly suffer to be done or committed any wilful or negligent Act Matter or Thing whereby the Collieries or Coalmines Seam or Seams of Coal within and hereby demised or any Part thereof shall or may be demised drowned or overburthened with Water or Styth Provided and it is hereby covenanted declared and agreed upon by and between the said Parties to these Presents

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Heirs or Atsns or leave the same for him or them at his or their most usual Dwelling House for the Time being full 6 Calendar Months next before the End of such 7th. Year or next before the End of any succeeding Year of the said Term of 25 years then and in such Case at the End of such 7th. Year or any succeeding year specified in such Notice as aforesaid and upon Payment of all Rent and Arrears of Rent which shall be

and the true Intent and Meaning of them and of these Presents That if the said Edward Montague his Exors Admors or Atsns shall be minded or desirous to surrender or give up the Premises hereby demised and the Term of Years hereby granted at the End of the 7th. Year of the said Term hereby
<or succeeding>
demised or at the End of any subsequent^ Year of the said Term hereby demised and that these Presents shall^<from> thenceforth cease and determine and of such his or their Mind and^<or> Desire shall or do any Notice in Writing under his or their Hand or Hands to the said William Archdeacon his

then due and owing for or in Respect of the said hereby demised Premises or any Part thereof according to the true Intent and Meaning of these Presents the said 25 Years hereby demised shall cease determine and be utterly void and the said certain yearly Rent of 200 £. and the said other Rents and yearly Payments Covenants Conditions Clauses Provisoos and Agreements or any of them shall for no longer or greater Space of Time be paid done or performed except the

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Covenants and Agreements relative to any Thing to be done performed at or after the End Expiration or other sooner Determination of this Demise **Provided** also that at any Time before the End or Expiration of the 7th. Year of the said Term of 25 years hereby demised and after the said Edward Montague his his Exors Admors or Atsns shall have laid out and expended the Sum of 3000 £. or so much thereof as shall be necessary in Building the Fire Engine mentioned in the said recited Indenture of Lease and in Winning or endeavouring effectually to win the said Beaumont Seam in the said 90 Acres of Ground he or they shall be desirous to surrender and give up the Premises hereby demised and Term of Years therein hereby granted and of such his or their Desire shall and do give Notice in Writing under his or their Hand or Hands to the said William Archdeacon his Heirs or Atsns or leave or cause to be left such Notice of him or them at his or their then

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most usual Dwelling Houses then and in such Case at the End of One Calendar Month next after such Notice given or left as aforesaid and upon Payment of all Rent and Arrears of Rent which shall be then due and owing for or in Respect of the said Premises hereby demanded and the true Intent and Meaning of these Presents the said Term hereby demised shall cease determine and be utterly void and the said certain yearly Rent of 200 £. and the other Rents and yearly Payments and the said Covenants Clauses Conditions Provisoos and Agreements^{ts}. or any of them shall for no longer or greater Space of Time be paid done or performed **Except** the Covenants and Agreements relative to any Matter or Thing to be done or performed at or after the End Expiration or other sooner Determination of this Demise **Provided** further and it is hereby agreed and declared by and between the said Parties that the said William Archdeacon Purparties Parts and Shares

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of and in the said Beaumont and Kenton Seams hereby demised shall from and after the 6th. Day of May last be accounted deemed reckoned and considered as one full 5th. Part or Share of the whole of the said Beaumont and Kenton Main Coal Seams hereby demised until the End Expiration or other sooner Determination of the said Term of 25 Years hereby granted as aforesaid In Witness whereof the said William Archdeacon and Edward Montague have to these Presents written or indorsed upon the Back of the third and second [Skins] of the within written Lease set their Hand and Seals the Day and Year first above written.

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Dated 2^d Oct : 1765.

Copy of M^r. W^m. Brown's
AWARD.

Concerning the Shares in the
Colliery. _____

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To all whom these Presents shall come – William Brown
of Throckley in the County of Northumberland – Gentleman sendeth Greeting Whereas by Indenture bearing Date 17th Day of March last past before the Day of the Date of these Presents and made between Edward Montague of Hill Street in the Parish of St. George, Hanover Square in the County of Middlesex Esq^r: of the one Part and William Archdeacon of the Town and County of the Town of Newcastle upon Tyne Esquire of the other Part reciting that the said Edward Montague was intituled to 5/ 6th. Parts (the whole into 6 equal Parts to be divided) of and in All the Collieries Coalmines and Seams of Coals as well open'd as not open'd lying being and remaining in within and under which

could

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could would should or might be had sought wrought dug won or got forth and out of a certain Part of the Lands or Grounds of East Denton and Lemmington in the County of Northumberland And that the said William Archdeacon was intituled to the remaining one undivided Sixth Part thereof, and that the said Edward Montague was intituled unto three undivided fourth Parts (the whole into four equal Parts to be divided of and in All the Collieries Coalmines and Seams of Coals as well opened as not opened lying being and remaining in within and under and which could should or might be had got sought dug wrought or won forth or out of the Remainder of the Lands and Grounds of East Denton and Lemmington aforesaid And that the said William Archdeacon was intituled to the other fourth Part thereof, and that some Difficulties had arisen

as to the settling the Boundaries of the said several
Parts

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Parts of the said Collieries or Coalmines it was mutually covenanted concluded declared and agreed upon by and between the said Parties to the said Indenture for themselves severally and respectively and for Their several and respective Heirs and Assigns that the setting and adjusting of the several Parts of the said Collieries and Coalmines should be finally determined by the Award Determination or Arbitrament of William Peareth of Newcastle upon Tyne aforesaid Esquire and George Colpitts of the same Place Hoastman so as such Award Determination or Arbitrament should be made delivered and given in Writing under the Hands and Seals of the said Arbitrators to the said Edward Montague and William Archdeacon their respective Heirs or Assigns or such of them as should require the same on or before the 1st. Day of August next ensuing the Date of the said Indenture And that in Case the said William Peareth and George Colpitts should not make and deliver such award

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Determination or Arbitrament as aforesaid on or before the said 1st. Day of August next ensuing the Date of the said Indre then the said Edward Montague and William Archdeacon their respective Heirs and Assigns should Stand to abide by Perform and keep such Award Umpireage Final End and Determination as such Person to be nominated and chosen Umpire by the said Arbitrators should make and deliver in Writing under his Hand and Seal to the said Edward Montague and William Archdeacon their respective Heirs and Assigns touching the settling sadjusting and determining the Boundaries of the said Collieries and Coalmines and every Act Matter and Thing relating thereto within the Space of two Calendar Months next ensuing the Choice of such Umpire And whereas by Deed Poll duly executed under the Hands and Seals of the said William Peareth and George Colpitts

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and bearing Date the 29th Day of August now last Past reciting the said hereinbefore recited Indre And further reciting that the said William Peareth & George Colpitts had not been able to make deliver and give an Award Determination or Arbitrament in Writing within the Time limited by the said recited Indre They the said William Peareth and George Colpitts his nominate and chuse the said William Brown Umpire to make and deliver in Writing under his Hand and Seal to the said Edward

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take upon myself the Burthen and Charge of the said Award or Umpireage and having heard the Agents of the said Edward Montague and William Archdeacon and having viewed the Lands and Grounds at East Denton and Lemington aforesaid and having examined heard and considered the Allegations and Proofs of both the said Parties to me offered and given touching the several Boundaries of the said Collieries and Coalmines do by this Deed Instrument or Writing

Montague and William Archdeacon their respective Heirs and Atsns are Award Umpireage final End and Determination touching the settling adjusting and determining the Boundaries of the said Collieries and Coalmines according to the Purport true Intent and Meaning of the said recited Indre as by the said recited Indre and Deed Poll (Reference thereunto respectively being had) may more fully appear Now know Ye that I the said William Brown

under my Hand and Seal make this my Award Umpireage final End and Determination of and concerning the same in Manner following (that is to say) I do hereby award and determine that the said Edward Montague is intituled unto three undivided fourth Parts (the whole into four^{equal} Parts to be divided) And that the said William Archdeacon is intituled unto the remaining undivided Fourth Part of and in all the Collieries Coalmines and Seams of Coals as will opened as not opened lying being and

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remaining in within and under and which have been or can shall or may be had got sought dug wrought or won forth or out of the several Lands or Grounds of East Denton in the County of Northumberland hereinafter particularly mentioned and described (that is to say) All that

A r p

and those 1..2..33 or thereabouts be the same more or less lying on the East or South East of certain Bounder Stones or Marks now fixed or set up in a certain Close or Field there

A r p

called High-Field and All those 11..2..36 or thereabout be the same more or less lying on the East and South East of certain Bounder Stones or Marks now fixed or set up in a certain Close or Field there called the East Long Reins And all that Close or Field there called the Short Reins Con-

A r p

taining 7..3..2 or thereabouts be the same more or less And all that Close or Field there called the Reins containing 11A..0r..30p or thereabouts be the same more or less And all those 1 A..3r..12p

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or thereabouts be the same more or less lying on the East of certain Bounder Stones or Marks now fixed or set up in a certain Close or Field there Called West Long Reins And all those 0A..2r..16p or thereabouts be the same more or less lying on the East of certain Bounder Stones or Marks now fixed or set up in a certain Close or Field there called Square Close And all those 2 Acres or thereabouts be the same more or less lying on the East of certain Bounder Stones or Marks now fixed or set up in a certain Close or Field there called the Mill Hill And all that Part of the Turnpike Road there from the North East Corner of a Close or Field called High Wood as far as the said Turnpike Road extends eastward through the Lands and Grounds of East Denton containing 2A..1r..20p or thereabouts be the same more or less And all that Part of the Coal Way containing 1A..0r..20p or thereabouts be the same more or less extending from the Turnpike Road there

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Southward to the North End of a Close or Field there called Low Stoney Lee And all that Close or Field there called High Stoney Leases cont⁹. 11 A..2r..3p or thereabouts be the same more or less And all that Close or Field there called Stoney Lee containing 9 A..2r..17p or, &c.&c. And all those 3 A..1r..30p or &c. &c. lying on the East of certain Bounder Stones or Marks now fixed or set up in a certain Close or Field there called Corn Field And all that Close or Field there called Stone Close containing 4 A..3r..0p or &c. And all that Close or Field, &c. ~~cont~~ called Pea Field containing 10 Acres, &c. And all that Close or Field &c. called Whitefield containing 10 A..1r..36p &c. &c. And all that Close, &c. called Beaumonts Field containing 8 A..3r..24p &c. And all that Close &c. called Town House Close containing 10 A..3r..24p, &c. And all that House Garth and Waste Ground there called Mills House Garth and Waste contain⁹. 1 A..3r..0p &c. &c. And all that Capital Messuage

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Garden and Orchard there called the Hall Garden and Orchard now in the Possession of the said Edward Montague containing 1 A..2r..30p &c. &c. And all that Close or Field there called Green Close containing 4 A..3r..38p, &c. &c. And all all that Close or Field there called Low White Field containing 6 Acres, &c. &c. And all that House and Garth there called Richardsons House and Garth containing 22 Perches, &c. &c. And all that Close or Field there called Calf Close containing 1 A..0r..10p &c. And all that Close or Field there called Broom Pasture containing 16 A..2r..0p &c. And all that Barn or Field and Garths there called Barn Field and Garths containing 5 A..2r..20p &c. And all that Close or Field and House and Garths there called Back Field Mear's House and Garths containing 2 A..3r..0p And all that Close or Field there called Wash House Close containing 8 A..2r..27p And all that Close or Field there called

[82] called Little Field containing 0 A..3r..30p &c.&c. – And all that Wood or woody Ground there extending from the Bridge to the South End of the Corn Field aforesaid and containing 3 A.. 3 r..0p &c. &c. And I do hereby further award and determine that the said Edward Montague is intituled to 5 undivided 6th Parts (the whole into 6 equal Parts to be divided) and that the said William Archdeacon is intituled to the remaining undivided

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Coalmines and Seams of Coal I have to this my Award or Umpireage annexed a Plan or Survey of the said Lands and Grounds of East Denton and Lemmington aforesaid in which said Plan or Survey I have caused all that Part of the Lands and Grounds of East Denton aforesaid (of the Collieries and Coalmines under which the said Edward Montague is intituled to three undivided Fourth Parts and the said William

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6th Part of and in all the Collieries Coalmine sand Seams of Coals as well opened as not opened lying being and remaining in within and under and which have been or can shall or may be had sought wrought dug won or got forth and out of all other the Lands and Grounds of him the said Edward Montague at East Denton aforesaid not hereinbefore particularly mentioned and described and at Lemmington aforesaid And for the further and better ascertaining explaining and describing the Boundaries of the aforesaid Collieries

Archdeacon is intituled to the other undivided Fourth Part as aforesaid) to be encompassed with and distinguished by a blue Line or Margin and in the said Plan or Survey I have caused all other the Lands and Grounds of East Denton and Lemmington aforesaid (of the Collieries and Coalmines under which the said Edward Montague is entitled to five undivided Sixth Parts and the said William Archdeacon is intituled to the remaining One undivided Sixth Part) to be encompassed with and distinguished by a red Line or Margin In

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Witness whereof I the said William Brown to two Parts of this my Award or Unpireage have set my Hand and Seal this 2^d Day of October in the Year of our Lord 1765

William (L.S) Brown

Signed Sealed Publish'd and Declar'd by the said William Brown as and for his Award or Umpireage (being first duly Stamp't) in Presence of

William Boak
Jacob Lambert

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Copy of a Letter from M^r. Peter Archdeacon to M^r. Hayton of Darlington.

London July 6 : 1796.

Sir

In Answer to your Letter of the 30th June & to the Question which M^r. Buddle wishes to have answered I have the Pleasure to inform You that our Title to the Royalties are under a Deed of Partition – bearing Date the 13th. Day of August 1765. That Deed was executed for the Purpose of Partitioning the Property of M^r. Rogers deceased to whose Estates the late M^r. Montague my Father and M^r. Isaacson were Coheirs By the above Deed each Party reserved their respective Shares to the Royalties of the Parts of the Estate conveyed to each other: – I therefore need not State more than the Exception or Reservation to my Father of his Share of the Royalties of those Parts of the Estates conveyed to M^{rs}. Montague: – which Reservation runs as follows,

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Save and except and always reserved out of these Presents unto the said William Archdeacon his Heirs and Atsns All the Part or Parts Share or Shares which he the said William Archdeacon at present is entitled to of and in all and every of the Colliery & Collieries

<or>

Coalmine and Coalmines and other Premises in within and under the said Lands and Grounds of East Denton Low Sugley Lemmington – Hindley Throckley Jarrow Barmston Chester le Street Scotchwood or otherwise Mould Meadows Towisbank and the Parcel of Ground called Snowdons Close and every of them with full and free Liberty Power and Authority for the said William Archdeacon his Heirs Servants Agents Workmen and Atsns within all and every of the said Lands and Grounds aforesaid to Dig Sink Rid Win Work and Make Pit and Pit Shaft and Shafts Grove and Groves and to make and drive Drift and Drifts Water Gate and Water Gates – Water Course and Water Courses as well for the Winning Working Obtaining or Getting the said Parts and Shares of the said William Archdeacon of and in the said last mentioned Collieries and Coalmines and other Mines as for the avoiding or Carrying away of Water Air or Styth and Conveying of Air into the same with Liberty of Driving Drifts or Levels in the said last mentioned Collieries Coalmines or other Mines or otherwise for the more effectual Winning the same with full and free Liberty and Licence to win Stones and erect and build or cause to be erected and

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built in or upon the said last mentioned Lands & Grounds or any of them or any Part thereof such House or Houses Hovel orhovels Lodge or Lodges Shed or Sheds Gin or Gins Fire Engine or Engines or other Engine or Engines of what Sort Fashion or Quality soever the same shall be and shall be any Way or Ways need-ful or requisite as well for the Standing Laying and Placing of all and every the Workhouses Cattleworks Gear and Utensils to be use or employed in or about the winning working managing carrying on and disposing of the said last mentioned Coalmines Colliery Seams of Coals and other Mines and every of them and every Part and Parcel thereof as for the obtaining and getting of Coals and other Mines forth and out of the same and also sufficient and convenient Ground Room and Heap Room for the Laying and Placing of all such Coals and other Mines Stone Gravel Sand Metal and other Rubbish as shall proceed be had got or come forth and out of the said last mentioned Collieries or Coalmines and other Mines or any of them in the Winning or Working of the same or any of them or any Part thereof and also sufficient and convenient Way Leave and Liberty and Passage

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from Time to Time and at all Times for ever hereafter to and for the said William Archdeacon his Heirs and Atsns take lead and carry away with Horses Carts Waggons or any other Carriages whatsoever his or their Part and Share of the Coals and other Mines to be had won wrought or got from forth or out of the said last mentioned Collieries Coalmines and other Mines in Through over upon and along all and every or any of the said last mentioned Lands and Grounds and every of them and every Part and Parcel thereof and also full and free Liberty and

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and to or from all or any Pit or Pits that shall be sunk in the same or out of which Coals shall be had or got and to lay and fix Rails Sleepers Timbers Iron and all other Materials whatsoever necessary for the making and laying such Waggonway or Waggonways Branch or Branches and every or any of them with Liberty of sufficient Staith-Room for laying or placing the Coals in and also to do all and every other Act and Acts Thing and Things and to have and use all and every Liberty and Liberties Way and Ways and Privileges whatsoever necessary useful or convenient

Power and Authority at all Times hereinafter to level and lower the Ground or raise the same and to make lay fix and place one or more Waggon Way or Waggon Ways Side Way or Side Ways By Way or By Ways and to make and build convenient Mount or Mounts Battery & Batteries Bridge or Bridges and to dig or make Cut or Cuts and to lay and place Branch or Branches to and from the same in through over and along the last mentioned Lands & Grounds and all and every or any Pit or Pits belonging to or used for the obtaining and Getting of Coals or any Mines forth or out of the said last mentioned Premises or any of them

for the better Winning and Working the Part or Share of the said William Archdeacon his Heirs and Atsns of and in the said last mentioned Collieries or Coalmines and other Mines and selling and disposing of his and their Share of the Coals and other Mines to be got out of the same He the said William Archdeacon his Heirs and Atsns paying to the said Edward Montague his Heirs or Atsns and to his or their Tenants or Farmers of the said last mentioned Lands – wherein any Pit or Pits Waggon Way or Waggonways shall be sunk made laid or used reasonable Satisfaction for Spoil of Ground or other Damages to be done or occasioned thereby or by any other of the Liberties hereby reserved to the said

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William Archdeacon his Heirs and Atsns during the Continuance of such Damage or Spoil of Ground and that if any Difference shall arise between the said William Archdeacon his Heirs or Atsns and the said Edward Montague his Heirs or Atsns or his or their Tenants or Farmers touching the ascertaining and settling the Satisfaction to be made for any Trespass by Cattle or touching the Satisfaction to be made for any Damage or Spoil of Ground made or done contrary to the true Intent and Meaning of these Presents then such Difference shall from Time to Time be referred to the Award and Arbitrament of two indifferent Persons one of them to be named and chosen by the said Edward Montague his Heirs and Atsns or his or their Tenants or Farmers in whose Ground such Trespass or Damage shall happen to be made and the other of them by the said William Archdeacon his Heirs or Atsns and if such Referrees cannot agree then such Difference shall be further referred to the Umpirage Final End and Determination of a third Person to be nominated and appointed by such

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Referees whose Award and Determination shall be Final and conclusive.

The above will be sufficient to inform M^r. Buddle how the Right to the Fee of the Royalties arises: – The Royalties however in several Parts above Stated were exchanged by my Father with M^{rs}. Montague for her Share of the Royalties at Rudchester which M^r. Buddle will see by a Copy of the Deed of Exchange which I have this Day desired M^r. Bowes to give You: – I must however particularly request that M^r. Buddle will examine the Maps of the Estate to which the Deed of Partition refers and see what my Father gave up to M^{rs}. Montague and what Royalties remain to us.

I have also by this Days Mail sent a Copy of the Award between the late M^r. Montague and my Father relating to the Shares of the Royalties belonging to each Party at East Denton and Lemmington and a Plan of the Estate annexed to the Award but must observe that if we have a Claim to any other Royalties than those at East Denton and Lemmington the Award does not extend to them.

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I have likewise sent Copies of M^{rs}. Montague's Leases wherein M^r. Buddle will see whether M^{rs}. Montague has fairly worked the Colliery and complied with the Covenants therein and whether she had any Right to grant a Lease to Mess^{rs}. Bedlington and C^o. without our Consent and to answer such other Questions as I have put as also to state what Advantage M^{rs}. Montague might derive by Drifts or otherwise from other Collieries.

I wish you would endeavour to expedite this Business as much as possible as I am afraid it will not be in my Power to go down to the North after August on Account of very particular Business which will call me to another Quarter – I remain in Haste

Yours, &c.

P^r. Archdeacon