

COPY of LEASE
For the WORKING of EIGHTON COLLIERY by
Sir Thomas Henry LIDDELL To
Mr. George BURDON
Term 21 Years from – 1st. January 1797

Bud-97

	<p style="text-align: right;">0b [Bud-97]</p> <p style="text-align: center;"><u>Copy</u></p> <p style="text-align: center;">Lease of Eighton Colliery:</p> <p style="text-align: center;">=====</p> <p style="text-align: center;">Term 21 Years from January 1st : 1797.</p> <p style="text-align: center;">=====</p>
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<p style="text-align: right;">[Bud-97]</p>	<p style="text-align: right;">[1]</p> <p style="text-align: center;">This Indenture made the Twelfth Day of April in the Thirty Seventh Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth, and in the Year of our Lord One Thousand Seven</p>
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Hundred, and Ninety seven **Between**
Sir Thomas Henry Liddell of
Ravensworth Castle in the County
of Durham Baronet of the one
part and **George Burdon** of
Newcastle upon Tyne Esquire of the

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other part Witnesseth that for
and in consideration of the Yearly and
other Rents, and Sums of Money
herein after reserved, and of the Co-
venants, and Agreements herein
after contained on the part, and behalf
of the said George Burdon his
Executors Administrators and Assigns
to be paid done and performed And
for divers other good Causes, and
Considerations thereunto moving
He the said **Sir Thomas Henry**
Liddell Hath demised granted
and to Farm letten and by these
presents **Doth** demise grant
and to Farm Let unto the said

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George Burdon his Executors Admin-
istrators and Assigns All those his
Collieries, and Coal-mines Pits Seam &
Seams of Coal as well opened as not
opened commonly called or known by
the name of Eighton Colliery alias
Team Colliery lying and re-
maining within, and under and
and which at any time or times
during the Term of years hereinafter
granted can shall or may be had,
sought, digged won, wrought, obtain-
ed, or gotten forth, and out of all
and every or any of the Fields
Lands, and Grounds of him the
said **Sir Thomas Henry Liddel**

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situated on the East side of the River team, in the Manor of Ravensworth, in the said County of Durham. Together with full and free Liberty to dig sink rid win work, and make Pit and Pits Trench, and Trenches Grove, and Groves Staple and Staples and to drive Drift & Drifts and to make Watergates and Watercourses and to make do and Perform all and singular other things needful or necessary to be made or done as well for the winning, working, obtaining, and getting of Coals forth and out of the said Collieries and Coal-mines as for the avoiding and carrying off Water, and Foul

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Air or Styth with sufficient Ground-room Heap-room and Pit-room for the laying, and placing of all such Coals, Stones, Gravel. Earth, Metal, Rubbish, and other Refuse as shall from time to time proceed, be had, gotten, or come forth and out of the said Collieries, and Coal-mines or in the winning or working thereof
And also all those waggen ways Bye-ways and Side-ways now laid from the said Collieries, and Coal-mines to the River Team
And also all that Staith or Trunk now erected upon the said River Team Together also with full ^ <power> and Authority for the said George Burdon his Executors

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Administrators, and Assigns & his and their Agents, Servants and

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and convey along the said Waggon-way or ways or any of them All Stones,

Workmen from time to time and at all times during the continuance of this present demise to take lead and carry away with Horses, Carts, Wains Waggon, or any other Carriages whatsoever all and every or, any of the Coals to be won, wrought and any gotten forth, and out of the said Collieries and Coal-mines hereby demised over, and along the said Waggon-ways or over and along any other Waggon-way or Waggon-ways to be laid by the said George Burdon his Executors or Administrators for Land-sale or to or towards the Rivers Tyne or Wear. Together also with full and free liberty to lead

Rubbish materials, and Implements whatsoever necessary for the said Collieries, and Staiths belonging thereto but not for the use of any other Colliery Together also with full and free Liberty Power, and Authority to and for the said George Burdon his Executors Administrators, and Assigns or his or their Servants, and Workmen at any time or times during the continuance of this demise to enter upon all, and singular the said Lands and Grounds of the said Sir Thomas Henry Liddel, and to break the Soil and Ground thereof, and to lay and place thereon One or more Main

[8]

Waggon Way or Waggon Ways or Bye Ways – and Side Ways Branch and Branches, and to make and erect all such Bridges Batteries Mounts and Cuts in through, over, and, along, the same as shall be needful or re-quisite for the leading, and convey-

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and other Ways Bridges and Mounts and from time to time to amend and repair the said Waggon Way or Waggon Ways Bye Way or Bye Ways Branch and Branches,^ <Bridges> and Mounts or either Way or Ways as often as need shall require Provided such

ing of Coals from all and every or any of the Pit or Pits of the said Collieries and Coal-mines hereby demised to or towards the Rivers Tyne, Team or Wear, and for that purpose to fix lay, and place in and upon the said Lands, and Grounds Nails, Sleepers, Timbers, Iron and all other materials whatsoever requisite or necessary for the erecting, making or laying of such Waggon Way and Waggon ways Branch and Branches

New Waggon^ <Way> or Ways do not exceed in Breadth including the Gutters Fourteen yards Provided also that not more than One Main Waggon Way and one Bye Way or Side Way be laid at one and the same time And also all those houses now Occupied by the Pit-men, and other Workmen belonging to the said Colliery – and not demised by the said Sir Thomas Henry Liddel with any of his Farms situate at
And also full and

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free Liberty, Power, and Authority to enter upon all and every the said Lands and Grounds of the said Sir Thomas Henry Liddel, and to search for and to win Stones for Buildings, and to obtain and get these out Clay for turning into Bricks (such places for obtaining Clay and burning Bricks being first approved by the said Sir Thomas Henry Liddel his Heirs or Assigns) or for getting Stones or Rubbish for any other Purpose

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made or erected for the Use of the said Collieries, and Coal-mines Together with full power, and Authority to lead and carry away from or to lay upon the said Lands and Grounds All Materials whatsoever requisite or necessary to be made use ^ <of> in the carrying on of the said Collieries and Coal-mines with full and free Liberty Power and, Authority to make place erect and build or cause to be made placed erected, and built in, and

that may be needful or necessary for the use of the said Collieries, and Coal-mines or for the said Waggon way and Waggon Ways Branch and Branches and other Way or Ways and for the making, erecting of repairing, any Bridge, or Bridges, Mounts Batteries or other erections or Buildings necessary or convenient to be

upon the said Lands, and Grounds or, any part thereof All such Houses Hovels Lodges Sheds Stables Mills Gins Fire Engines or other Engines whatsoever, as shall from time to time be needful, and convenient for the Work[^],men[>] Work-horses Work-geer ~~and~~ ^{^<or>} Utensils to be used or employed in or about

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the Winning, Working, managing, and carrying on the said Collieries, and Coal-mines or for the obtaining and getting of Coals forth or out of the same and the drawing and conveying Water thereout **Provided** the Place or Places where such Houses are erected be from time to time set out by the said Sir Thomas Henry Liddel his Heirs or Assigns And also full, and free liberty and Authority to do all, and every other Act Matter and Thing whatsoever in and upon the said Lands, and Grounds needful or requisite to be

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and conveying away the same from the^{^<said>} Collieries, and Coal-mines **Except** – and always reserved unto the said Sir Thomas Henry Liddle his Heirs, and Assigns full, and free liberty of Way-leave, and Passage, with Waggon, Wains, Carts and other Carriages in over, along and upon the same Waggon Way or Waggon Ways Bye-way or Bye-ways or other Coal-ways or any Part thereof to be laid placed and used by the said George Burdon his Executors Administrators or Assigns in over and along the

done in or about the effectually
winning working obtaining, and
getting of Coals forth, and out
of the said Collieries, and Coal-
mines and the leading carrying

Lands, and Grounds aforesaid
or, any part thereof by Virtue
and in Pursuance of the Liberties

[14]

and Powers hereby granted. Together
with full and free Liberty Power and
Authority for him the said Sir Thomas
Henry Liddell his Heirs and Assigns
to Demise, and Grant to any other
Person or Persons so, as the same
shall not be repugnant or incon-
sistent with the Powers Liberties
and Privileges herein, and hereby
granted Full and free Liberty of
Way-leave and Passage for Waggon
Wains carts and other Carriages
Loaden or unloaden, in over upon and
along the said Waggon Ways Bye
Ways, and intended to be hereby
Demised He the said Sir Thomas
Henry Liddell his Heirs or Assigns
paying to the said George Burdon
his Executors Administrators

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Shillings [per] Ten [per] Mile for every Ten
of Coals which he the said Sir Thomas
Henry Liddell his Heirs or Assigns or
his or their Lessee or Lessees shall lead
over and along the said Waggon Ways
and other Ways, and so in[^]<proportion for> a great-
er or less Quantity than a Ten such
Measure as hereinafter mentioned
And so also in proportion for a less
Distance than a Mile He the said
Sir Thomas Henry Liddel his
Heirs and Assigns, and his and
their Lessee or Lessees giving as
little Hindrance or Disturbance
as may be to the said George
Burdon his Executors Administrators
or Assigns And also Except
and reserved unto the said Sir
Thomas Henry Liddel his Heirs

or Assigns the Yearly Sum of two

and Assigns, and his, and their
Tenants, and Farmers of the Lands

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and Grounds under which the said
Demised Collieries, ~~xxxxxxxxxxxx~~
Lie Power, and Liberty of Passage
over, and along and across the said
Waggon Ways and other Ways on
Foot or on Horse-back, and with
Workmen Horses Cattle Carts, and
all other Carriages for the use, and
Purpose of Husbandry, and other
Purposes doing as little Damage
to such Waggon Ways as may be
And Also full Power, and Authority
for him the said Sir Thomas
Liddell his Heirs and Assigns and
his and their Lessee, and Lessees to
erect Staiths Trunks, and Spouts
or, any other necessary and or convenin[g]
Erections upon any part of the
said Lands, and Grounds as shall
not be there occupied by the said
George Burdon his Executors or

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Assigns by Staiths Trunks or other
Erections, To have and to hold
the said Collieries^<Coal-mines> Seam
and Seams of Coal [They] Staithroom
Waggon Ways Way-leave Fire Engine
Houses and all and singular other
the Liberties Privileges, and Premises
above herein, and hereby granted
and Demised or mentioned or in-
tended so to be, and every part and
parcel thereof (Except as before
excepted) with their and every of
their appurtenances unto the said
George Burdeon his Executors Ad-
ministrators and Assigns from
the first Day of January now last
part for and during and unto
the full End and Term of Twenty
One Years from thence next ensuing
fully to be complete and ended

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Yielding and Paying therefor Yearly, and every year during the said Term of Twenty One Years unto the said Sir Thomas Liddell his Heirs and Assigns the clear Rent or Sum of Three Thousand Pounds of lawful Money of Great Britain for One Thousand Eight Hundred And Seventy Five Tens of Coals to be Yearly wrought forth and out of the said Collieries and Coal mines Reckoning or Accuonting four Hundred, and Eighteen Bolls to a Ten each Boll containing ^<Thirty> Six Gallons Winchester Measure or Twenty two Waggon Loads to a Ten each Waggon Containing Nineteen Bolls such measure as aforesaid The said certain

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Rent for Three Thousand Pounds to be paid at two Days or Times in the Year (that is to say) the Thirtieth Day of June and the First Day of January in every Year by even and equal portions (whether the said Quantity of Coals for which the same is reserved be wrought or not wrought) The first payment thereof to begin and be made on the Thirtieth Day of June next ensuing the Date of these presents. And also yielding and paying unto the said Sir Thomas Henry Liddell his Heirs and Assigns for and during the said Term of Twenty One Years over and above the said certain Yearly

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Rent of Three Thousand Pounds the

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of Coals won wrought and gotten as

further Rent of Two Pounds P. Ten for each and every Ten of Coals (such Measure as aforesaid) which over and above the said Yearly Quantity of One Thousand Eight Hundred and Seventy^{<five>} Tens of Coals (such Measure as aforesaid) shall in any one Year of the said Term be wrought and gotten forth and out of the said Collieries and Coal-mines (and so in proportion for a greater or less Quantity than a Ten) The said further Rent of Two Pounds P. Ten to be paid at or upon the Thirty First Day of December in every Year of the said Term by so much as the Number or Quantity of Tens

aforesaid shall in the preceding Year or any part thereof amount unto over and above, and exceeding the said Yearly Quantity of One Thousand Eight Hundred, and Seventy Five Tens All which said several Rents Sum and Sums of Money and Payments shall be made and paid free and clear of all Taxes Rates and Assessments whatsoever Land Tax and such part of the Poor Rate as is hereinafter Covenanted to be paid by the Said Sir Thomas Henry Liddell his Heirs or Assigns only excepted Provided always nevertheless

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that the said George Burdon his Executors or Administrators shall not in any one Year or Years during the Term hereby Demised win work and get forth and out of the Collieries and Coal mines hereby Demised the full Yearly Quantity of One Thousand

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Collieries and Coal-mines as many and such Quantity of^{<Tens of>} Coals (such Measure as aforesaid) as in any preceding Year or Years shall have been wrought short of and less than the said Yearly Quantity of One Thousand Eight Hundred and Seventy Five

Eight Hundred and Seventy Five Tens of Coals (such measure as aforesaid) for which the said certain Yearly Rent of Three Thousand [^]<Pounds > is herein above reserved, and made payable it shall and may be lawful to and for the said George Burdon his Executors Administrators or Assigns (in Order to make up and supply such Deficiency) in any subsequent Year or Years of the said Term to use and work from forth and out of the said

Tens of Coals and that without paying any additional Rent or Sum of Money for the same it being the true Intent and Meaning of these Presents of the Parties to the same that the said George Burdon his Executors Administrators and Assigns shall and may Yearly and every Year or one Year with another during the said Term win work and get the full Quantity of One Thousand Eight Hundred

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and Seventy Five Tens of Coals for the said certain Rent Provided That the exceedings over and above the said Quantity of One Thousand Eight Hundred and Seventy Five Tens of Coals in any preceeding Year or Years shall not be brought in[^]<aid> of making up the Deficiency of any subsequent Year of the said Term Provided always and it is hereby declared and agreed by and between the said Parties to these Presents and it is the true

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for every Ten of Coals Vended by Sea-Sale over and above the said Quantity of One Thousand Five Hundred Tens Provided also that if it shall happen that the said several and respective Rents and Sums of Money hereby reserved or any ~~[xxx]~~ of them or any part of them or of any of them shall happen to be behind or unpaid by the space of Forty Days next over or after any of the said Days whereon the

intent and meaning hereof That the said George Burdon his Executors Administrators and Assigns shall not in any Year of the said Term hereby Demised Vend by Sea-Sale more than One Thousand Five Hundred and Tens of Coals, under the Penalty of Five Pounds P. Ten

same ought to be paid as aforesaid Then and in such Case and so often as it shall as happens it shall and may be lawful to and for the said Sir Thomas Henry Liddell his Heirs or Assigns or any of them into and upon the

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said Demised Premises and the Pit and Pits, Staiths, Trunks and Spouts Waggon Way and Waggon Ways or any other Way or Ways belonging to or used for the said Collieries, and Coal-mines to enter and distrain all and every or any of the Coals that shall be there found And also all Horses Carts Wains Waggons, and other Carriages there used and employed in and about the said Collieries or Coal-mines for the leading conveying or carrying of Coals Wood, Irons, Stone or any other Materials or Things to or from the same or

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dispose of or otherwise detain and keep until the said Rent or Rents Sum and sums of Money so in Arrear and, unpaid as aforesaid Together with the Cost and Charges of such Distress and Sale be fully paid and satisfied rendering the Overplus (if any there be) to the said George Burdon his Executors Administrators or Assigns Provided further that in Case the said Several Rents or Sums of Money hereby reserved or any of them or any part of them or of any of them shall happen to be behind and unpaid by the Space of three calendar Months after

any part of the said Demised
Premises, And the Distress and
Distresses then and there found to
take, lead carry away sell and

any of the Days or Times whereon
the same ought to be paid as
aforesaid That then and in every
such Case it shall and may

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be lawful to and for the said
Sir Thomas Henry Liddell his
Heirs or Assigns without any ac-
tual or legal demand being made
for the same into and upon the
said Collieries and Coal-mines and
there the Premises hereby demised
or into or upon any part thereof in
the name of the whole to re-
enter and the same to have again re-
posses and reenjoy as in his and
their first and former Estate
any Thing herein contained to the
Contrary thereof notwithstanding
And the said George Burdon for
himself his Heirs Executors Adminis-
trators or Assigns Doeth hereby
covenant^<promise> and agree to and with the
said Sir Thomas Henry Liddell his
Heirs and Assigns by these presents

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in manner following (that is to say)
That he the said George Burdon his
Executors Administrators and Assigns
shall and will from time to time and
at all times during the Continuance
of this present Demise well and truly
pay or cause to be paid unto the
said Sir Thomas Henry Liddell
his Heirs or Assigns the several
and respective Rents or Sums of
Money herein and hereby reserved
and agreed to be paid at and upon
the several Days and Times and
in the Manner and form herein –
beforementioned and expressed of and
concerning the same And
also that he the said George
Burdon his Executors Administrators
and Assigns shall and will during
the Continuance of the said Term

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use his and their best and utmost Endeavours for the effectual Winning Working managing and Carrying on the said Collieries and Coal-mines and shall and will work the same fairly and orderly and according to the best and most approved method of Working Collieries upon the River Tyne And shall not nor will at any time or times during the said Term by himself or by Servants Agents or Workmen do or commit or Wittingly or Willingly permit or suffer to be done or committed any Matter or Thing whatsoever whereby the said Collieries or Coal-mines hereby demised may be drowned or ever burst[uned] with Water or Styth from any Waste

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of the said Colliery or of or from any other neighbouring Colliery or Collieries or whereby any Injury may happen to the same or any part thereof And also shall not make or Wittingly or Willingly suffer to be made or driven any Outstroke or Outstrokes or any Drift of Drifts Watercourse or Watercourses into any adjoining Colliery without the leave ^<and> consent of the said Sir Thomas Henry Liddell his Heirs or Assigns in Writing first had and obtained And also that he the said George Burdon his Executors Administrators and Assigns shall and will Keep a true and just Account of All Coals wrought out of the said Collieries and Coalmines

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and shall and will Monthly during the Continuance of this Demise or at any other. Time or Period if thereunto requested producer and [shew] unto the said Sir Thomas Henry Liddell his Heirs or Assigns or to his or their Steward or Agent for the Time being the several and respective Books and Bills of Presentment which shall from Time to Time be Kept given or presented of the several Numbers and Quantities of Tens of Coals from time to time to be wrought lead and gotten and laid above ground from the pit or pits of or belonging to the said Collieries And also Copies of the Accounts of all Coals from time to time to be wrought forth and out of the said Collieries And also

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Monthly (or at any other Time or Period if thereunto requested) give and deliver unto the said Sir Thomas Henry Liddell his Heirs or Assigns or to his or their Steward or Agent for the time being true Copies of all such Bills of Presentment as shall from time to time during the said Term be made or given by the Overmen or Staithman of all Coals from time to time to be wrought and gotten or led forth and out of the said Collieries and Coal-mines the said several Bills Copies and Accounts of Working Leading and delivering to be signed and subscribed by the proper Person or Persons making and Keeping such Bills Books and Accounts so that thereby the working

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leading and delivering of the several Quantities of Coals, wrought and gotten forth and out of the said Collieries and Coal mines may more easily be

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that it shall, and may be lawful to and for the said Sir Thomas Henry Liddell his Heirs or Assigns or his or their Agent for the timebeing when and

discovered known, and ascertained And further that over in every year (that is to say) on the Thirty first day of December in every year of the said Term hereby demised or within One Month afterwards he the said George Burdon his Executors and Administrators shall and will deliver or cause to be delivered to the said Sir Thomas Henry Liddell his Heirs or Assigns or his or their Steward or Agent for the time being a just and true Account of all Coals wrought and led from the said Colliery up to the time of Delivering the same And Further

so often as he or they shall think proper to inspect the Staithmen's and all other Books of Account of the Quantity of Coals won and wrought out of the said Collieries and Coal-mines and to take Copies thereof And also that it shall and may be lawful to and for the said Sir Thomas Henry Liddell his Heirs or Assigns to employ a Clerk or Agent at all or any of the Pits or at the Staith or Staiths to take an Account of the Quantity of Coals to be wrought gotten and ledforth out of and from the said Collieries

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and Coal-mines And also that he the said George Burdon his Executors Administrators and Assigns shall and will on the Thirty first Day of December in every Year give Notice in Writing to the said Sir Thomas Henry Liddell his Heirs or Assigns of the Size and Dimensions and of the Number of

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and Assigns or his or their Agents or Servants and in every three Months during the said Term to stop the Waggon, Carts, Wains or other Carriages to be used or employed in the leading or conveying Coals from the said Collieries and Coal-mines^<&> to measure the same the better to be informed of the just

Bolls (such Measure as aforesaid) which the Waggons or other Carriages to be used by the said George Burdon his Executors Administrators or Assigns for the Year then next Following in leading or conveying the Coals from the Pits of the said Colliery to the Staiths Trunks or Spouts shall contain And that it shall and may be lawful to, and for the said Sir Thomas Henry Liddell his Heirs

Size gauge and Contents thereof And in Case any of the said Waggons Carts or other Carriages shall be found to carry more Coals than they ought according to such Notice as aforesaid That then and in such Case it shall and may be lawful to and for the said Sir Thomas Henry Liddell his Heirs or Assigns to seize take and heep such Waggons Carts or Carriages

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so carrying Overmeasure until they shall be reduced to the proper size by him the said George Burdon his Executors Administrators or Assigns And then also all such Waggons Carts or Carriages then employed by him the said George Burdon his Executors Administrators or Assigns in carrying the said Coals shall be reckoned to have carried such Overmeasure for the Space of three Calendar Months then next preceeding and shall be paid for accordingly unless there shall have been an Admeasurement within the

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Liddell his Heirs or Assigns may be the better satisfied of the fair and regular working of the said Collieries and Coal-mines it shall and may be lawful to and for the said Sir Thomas Henry Liddell his Heirs and Assigns or his or their Viewer or Viewers or other Person or Persons to be by him or them employed or appointed at any time or times during the Continuance of this Demise at his and their Wills and Pleasure to descend into the said Collieries and Coal-mines by all and every or

Space of three Calendar Months in which Case they shall be reckoned to have carried such Overmeasure from the time of the last Admeasurement only And Further to the end that the said Sir Thomas Henry

any of the Pits and Shafts of the said Colliery when the same shall be at Work, and to use in so doing all and every or any of the Horses Ropes Rollers Gins Engines, and all other Materials which shall belong to or be used or employed in and

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about the said Colliery or any Horses Ropes Rollers Gins, and other Materials of their own and shall, and may have the help and assistance of the Workmen and Servants then employed in the said Colliery or such other Persons as he or they shall think fit to View, Inspect, Line, Measure, and Survey the Workings thereof to be the better Informed of the due and regular Courses of Working the same and the use all such other Methods as he or they shall think fit to discover the [truth], and certainty of the several Quantities of Coals from time to time to be wrought and gotten forth and out of the same and by the

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to ascend out of the said Collieries and Coal-mines when they shall think convenient And Further that in all such parts of the said Lands and Grounds where the Walls Hedges or Trenches shall be broke or laid open by the levelling laying or using of any Main Waggon Way or Waggon Ways^<Bye Ways> Branches or other Carriage Way or Ways in through over or along the said Lands and Grounds He the said George Bu^{dn}. his Executors Administrators or Assigns or some of them shall and will at their own proper Costs and Charges immediately after such Walls Hedges or Fences are broken

same Ways Means and assistance

set fix place and maintain
during the said Term hereby

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Demised good and sufficient Gates or Rails and Stops, and provide Locks for the same and employ sufficient Gatekeepers where necessary to attend to and keep the same, and to take care as much as may be that no Damage be done to him the said Sir Thomas Henry Liddell his Heirs or Assigns or any of his or their Tenants or Farmers by Horses or other Cattle trespassing upon his their or any of their Grounds through neglect or default of repairing maintaining Keeping Shut and locking the said Gates or Rails And also shall and will from time to time during the said Term in Case of such Trespasses happening as aforesaid

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well and truly pay or cause to be paid to the said Sir Thomas Henry Liddell his Heirs or Assigns or his or their Tenants or Farmers such Satisfaction for Damages to be occasioned thereby and at such times and in such Manner as shall be settled in Manners hereinafter mentioned And also shall and will Yearly and every Year and from time to time during the said Term bear pay, and discharge all and^all manner of Taxes leeses or other Impositions whatsoever which during the said Term shall be laid or imposed upon the said Demised Premises or any part thereof (Except as before is excepted) And Also shall and will from time to time and at all times during the Continuance

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[NB. Text between Red Brackets [] is vertically aligned]

[* and laid upon Lands and Grounds Which are intended to be or shall be Demised to him by The said Sir Thomas Henry Liddell his Heirs or Assigns]

of the Term hereby demised, amend, repair and Keep in repair all Roads to be used for the purpose of the said Colliery (Except Public Carriage Roads repaired by Statute Labour) And also shall and will draw to Bank all Manure bred in the Pits of the said Colliery which Manure as also all Manure to be bred in the Stables belonging to the said Colliery or otherwise bred about the said Collieries in Case the same shall not be made use of by him the said George Burdon his Executors Administrators or Assigns * or some other Lands and Grounds in the occupation of the said Sir Thomas Henry Liddell his Heirs and Assigns **T** to take lead and carry away for his and their own use without making any Satisfaction

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[**T** it shall and maybe lawful for him the said Sir Thomas Henry Liddell his Heirs and Assigns]

to the said George Burdon his Executors Administrators or Assigns for the same And the said George Burdon for himself his Heirs Executors and Administrators doth hereby ^<further> covenant promise and agree to and with the said Sir Thomas Henry Liddell his Heirs and Assigns that he the said George Burdon his Executors Administrators and Assigns shall and will Yearly and every Year during the Term hereby Demised well and truly pay hereby Demised well and truly pay or cause to be paid unto the said Sir Thomas Henry Liddell his Heirs or Assigns All such Sum or Sums of Money as ^<are> now paid or payable by him the said Sir Thomas Henry Liddell to his Tenants for Damage of Ground occasioned by the Working

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[NB. Text between Red Brackets [] is vertically aligned]

[* And Also the said Collieries, and leading the said
such other Coals * therefrom or by the making of
Sum Waggon Ways or other Ways or by the
or Sums using any of the Privileges hereby
of Money granted or otherwise the same to be
for Damage ascertain and settled by two indifferent
and Spoil Persons in manner hereinafter mentioned
of Ground the same to be paid on the Days and
hereafter Times hereinafter mentioned for
to be payment of the said certain Rent and
occupied by and to continue to be paid until the
the Working Ground so Damaged and Spoiled shall
the said be rendered fit for ploughing And
Collieries Further that he the said George
and leading Burdon his Executors Administrators
the Coals] and Assigns shall and will at the end
or other sooner Determination of the

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Term hereby Demised peaceably and
quietly Yield, and deliver up to the said
Sir Thomas Henry Liddell his Heirs
and Assigns all and singular the
Premises hereby Demised with all
the Buildings thereupon erected of
Stone or Brick in good repair
And also all the Pits free open
and upstanding Together with all
the Drifts and Watercourses free
open and upstanding and the said
Pits, and Shafts so Walled and
Timbered as to be in good, and
sufficient Repair and in Working
Condition And at the End or sooner
Determination of the said Term
or written three Months after the
End or sooner Determination of
the said Term shall and will Level

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the Grounds and of all the said Demised
Premises (Except such part thereof as
shall be required by the said Sir Thomas

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Rents and Sum or Sums of Money
hereby, and herein reserved and agreed
to be paid, and performing the

Henry Liddell his Heirs or Assigns to be left for Waggon Ways or otherwise for the use of the said Colliery) fit and ^<proper> for Ploughing except where there are Cuts or Batteries And the said Sir Thomas Henry Liddell doth hereby for himself his Heirs and Assigns covenant promise and agree to and with the said George Burdon his Executors Administrators and Assigns in manner and form following (that is to say) That it shall and may be lawful to and for the said George Burdon his Executors Administrators and Assigns he and they paying the several and respective Rent and

Covenants, and Agreements herein on his, and their parts to be done and performed from Time to Time and at all times during the continuance of this Demise peaceable and quietly to have hold are occupy Possess and enjoy the said Collieries and Coal-mines Wayleaves and Staith and all and singular the Liberties Powers Privileges and Promises above herein and hereby granted, and Demised or mentioned or intended so to be with their and every of their Appurtenances without the lawful Let Suit Trouble Molestation Intervention Eviction or Disturbance of him the said Sir Thomas Henry

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Liddells his Heirs or Assigns or of any other Person or Persons lawfully claiming or to claim by from or under him them or any of them And Further that it shall and may be lawful to and for the said George Burdon his Executors Administrators and Assigns he and they having paid the several Rents

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of him the said George Burdon his Executors Administrators or Assigns and to Vend and dispose of all the Coals which at the End or other sooner Determination of the Demise shall be ready wrought and laid above Ground at all or any of the Pit or Pits Shaft or Shafts of or belonging to the said

and performed the several Covenants Provisoes, and Agreements hereinabove reserved and contained, and on his and their parts, and behalves to be paid done and performed, and not otherwise at any time or times, within the Space of Nine Calendar Months next after the End or other sooner Determination of this Demise to take lead and carry away along the said Waggon Ways, and other Ways and lay upon the Staith or Staiths

hereby Demised Premises Provided that such resting Coals together with the Coals Sold by Sea Sale in the preceeding Year shall not amount to more than One Thousand Five Hundred Tens of Coals in the whole such measure as aforesaid and for that purpose during the said Term to amend or repair the said Ways as occasioned shall require And Further that the said Sir Thomas Henry

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Liddell his Heirs & Assigns shall and will pay or cause to be paid to the said George Burdon his Executors Administrators or Assigns or otherwise authorized and permit him and them to receive to his and their own Use All Sum and Sums of Money now paid by the said Sir Thomas Henry Liddell and Partners for leading Coals over and along the said ^<Waggon> Ways hereby Demised And also the Yearly Sum of One Hundred Pounds for drawing the Water produced

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Annual Sum of Five Hundred Pounds That then and in such Case He the said Sir Thomas Henry Liddell his Heirs or Assigns shall and will pay or otherwise allow to the said George Burdon his Executors Administrators or Assigns all such sum or sums of Money as he shall pay to the Poor Rate for, and in respect of such Additional Rate as aforesaid It being the true intent and meaning of these Presents that the said George Burdon his Executors

from a Drift from Allerdeen Engines for the Purpose of Winning the Coal under Springwell Farm And Further That in Case the said Collieries and Coalmines herby Demised shall at any time hereby Demised shall at Continuance of the Term hereby demised be rated to the Poor Higher than the

Administrators and Assigns shall only be liable to pay to the Relief of the Poor according to the said Annual Rent of Five Hundred Pounds And Further that the said Sir Thomas Henry Liddell shall as far as he can bind and Oblige all his Tenants of the Manor or Ravensworth Lamesley and

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Kibblesworth who now lead the Coals from the said Collieries to the Staith hereby demised to continue to Lead the same for the said George Burdon his Executors Administrators or Assigns He the said George Burdon his Executors Administrators or Assigns paying to them a fair and equitable Price for the same Provided always That if at any time during the continuance of the said Term hereby demised, any difference shall happen to arise between the said Sir Thomas Henry Liddell his Heirs or Assigns, and the said George Burdon his Executors Administrators or Assigns touching and concerning the

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Case within Ten Days next after such difference shall arise two Viewers shall be nominated and chosen one by the said Sir Thomas Henry Liddell his Heirs and Assigns, and the other by the said George Burdon his Executors Administrators or Assigns who shall within Fourteen Days next after such Appointment report their opinion in what manner the said Colliery ought to be wrought and what Price ought to be paid for leading the Coals And that he the said George Burdon his Executors Administrators and Assigns shall from thenceforth work the said Colliery, and pay for the leading of

Working the said Collieries and Coal mines
or the Prices to be paid for the leading the
the Coals That then and in such

Coals according to the Opinion of
such two Viewers but in Case such

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two viewers cannot agree in their
Opinion within the Space of Fourteen
Days as aforesaid they shall within
the Space of Seven Days next after
the Expiration of the said Fourteen
days [eludere] a Third Person who shall
also be a viewer and whose Determin-
nation shall be made within fourteen
days such Appointment, and shall
be final, and from thenceforth the
said George Burdon his Executors
Administrators and Assigns shall and
will work the said Collieries and
Coalmines and pay for leading the
said Coals according to the Direction
of such third Viewer **And Further**
That from and immediately after
such Difference of Opinion as aforesaid
and until he the said George Burdon

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his Executors Administrators or Assigns
shall appoint a Viewer in manner
aforesaid And also for the Space of
Twenty one Days after such Appoint-
ment or until such Reports shall
be made as aforesaid in case the same
be made in less than Twenty One
Days He the said George Burdon his
Executors Administrators and Assigns
shall and will work the said Colliery
and coalmines according to the Direc-
tion of the Viewer of the said Sir
Thomas Henry Liddell his Heirs or
Assigns **And whereas** the said
George Burdon hath entered upon
the live and Dead Stock of and
belonging ^<to> the said Colliery and hath
paid The said Sir Thomas Henry

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Liddell for the said Live Stock and the Dead Stock has been valued at the Sum of Three ^<Thousand> Seven Hundred and Seventy three Pounds Sixteen Shillings and five pence farthing Now it is Hereby further agreed That at the End Expiration of the Term hereby demised He the said Sir Thomas Henry Liddell his Heirs or Assigns shall take at a Valuation to be made as hereinafter mentioned All the Live Stock of and belonging to the said Colliery and shall and will pay or cause to be paid to the said George Burdon his Executors Administrators and Assigns One moiety of the amount of such

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Valuation at the End of Six Months and the other Moiety at the End of Twelve Months next after the End Expiration or other sooner Determination of the said Term, and also that a like Valuation shall be made of all the Dead Stock of and belonging to the said Colliery (Except the Staith and Coals to be resting) And if the said Dead Stock shall be valued at more than the Sum of Three Thousand Seven Hundred and Seventy Three Pounds Sixteen Shillings and five pence farthing the amount of the Value thereof at the time of entering upon the said Colliery. Then and in such Case he the said Sir Thomas Henry Liddell his Heirs Executors or Administrators shall and will to the said George Burdon

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his Executors Administrators or Assigns such Difference within Six calendar Months after such

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Hundred and Seventy Three Pounds Sixteen Shillings and five pence farthing And then also the said Staith

Valuation But in Case such Dead Stock shall upon such Valuation Amount to less than the said Sum of Three Thousand Seven Hundred and Seventy Three Pounds Sixteen Shillings and five pence farthing then the said George Burdon his Executors Administrators or Assigns shall and will within Six Calendar Months next after such Valuation as aforesaid pay or cause to be paid to the said Sir Thomas Henry Liddell his Heirs Executors or Administrators so much Money, as the said Stock according to such Valuation shall be short of or less than the said Sum of Three Thousand Seven

shall be valued in like manner And if the same shall be valued at more than the Sum of

The Sum it is now valued at then and in such Case the said Sir Thomas Henry Liddell his Heirs Executors or Administrators shall and will pay to the said George Burdon his Executors Administrators or Assigns such Difference within Six Calendar Months after such Valuation but in Case the same shall upon such Valuation Amount to less than the said Sum of

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then the said George Burdon his Executors Administrators or Assigns shall and will within Six Calendar Months meet after such Valuation as aforesaid pay or cause to be paid to the said Sir Thomas Henry Liddell his

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Expiration or other sooner Determination of the said Term Demised and of such his intention, and desire shall and do give Twenty Days Notice in Writing to the said George Burdon his Executors Administrators or Assigns or leave the same at his or their most usual

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Heirs Executors or Administrators
so much Money as the same according
to such Valuation shall be short
of or less than the said Sum of

And Further

in Case the said Sir Thomas Henry
Liddell his Heirs or Assigns shall
be amended and desirous to take
the Stock of Coals resting at the
Pits, and Staiths at the End

Place of Abode That then and such
Case the said Coals shall be valued
in Manner hereinafter mentioned
And the said Sir Thomas Henry
Liddell his Heirs or Assigns shall
and will pay or cause to be paid
to the said George Burdon his
Executors Administrators or Assigns
the amount of such Valuation
within Six Calendar Months after
the same shall be made And

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it is herebyafter further agreed that
all Valuations hereinbefore directed
to be made, and all Damages here-
inbefore directed to be ascertained
shall be made and ascertained by
two indifferent Persons one to be chosen
by the said Sir Thomas Henry
Liddell his Heirs and Assigns and
the other by the said George Burdon
his Executors Administrators or Assigns
such Determination to be made in
Writing under the hands of such
two Persons within Fourteen Days

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to be made, and such compensation
to be Determined by such indiffer-
ent Person, as the said two Referees
shall for that purpose within Seven
Days next after the said End of the Time
limited for the Determination of the
said Referees Nominated and appoint
in Writing under their hands, as
Umpire And the said Umpire shall
make his Determination in the
Premises in Writing within Fourteen
Days after he shall be appointed
Umpire as aforesaid And Lastly

next after such their Appointment
But if such two Persons shall not
make and Sign Such their
Determination within the time afore-
said then such Valuation

it is hereby mutually agreed by and
between the said Parties to these
Presents That in Case the said
Sir Thomas Liddell his
Heirs or Assigns or the said George

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Burdon his Executors Administrators
or Assigns shall be amended and
desirous to determine the Term
hereby granted at ant Time during
the present Demise That then
and in such Case upon either of
them the said Sir Thomas Henry
Liddell his Heirs or Assigns or the said
George Burdon his Executors Administra-
tors or Assigns delivering to or leaving
Notice in Writing under his or their
^<hand> or hands for the other at his or their
most usual Dwelling House or
Place of Abode Then and in such
Case, and upon such Notice being
given to or left as aforesaid by
the said Sir Thomas Henry Liddell
his Heirs or Assigns to the said George
Burdon his Executors Administrators

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or Assigns the Term hereby granted
and these Presents and every Clause
Matter and Thing herein contained
shall at the Expiration of Twelve
Calendar Months after the delivery of
such Notice as aforesaid and upon
payment of the Sum of Two Thousand
Pounds of good and Lawful Money
of Great Britain to the said George
Burdon his Executors Administrators
or Assigns by the said Thomas
Henry Liddell his Heirs or Assigns
(over and above and exclusive of all
such several Sums of Money as
are hereinbefore agreed to be paid
to the said George Burdon his
Executors Administrators or Assigns
at the several Periods next after the

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End Expiration or other sooner Determination of the Term granter by these Presents and upon the Events herein before mentioned) cease, and determine, and any thing herein contained to the contrary Notwithstanding. And that upon such Notice being Given as aforesaid by the said George Burdon his Executors Administrators or Assigns to the said Sir Thomas Henry Liddell his Heirs or Assigns, and upon payment of the Sum of Two Thousand Pounds of like lawful Money to the said Sir Thomas Henry Liddell his Heirs or Assigns (over and above and exclusive of all such Sums of Money as are

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hereinbefore agreed to be paid to the said Sir Thomas Henry Liddell his Heirs or Assigns at the several Periods next after the End Expiration or other sooner Determination of the said Term, and upon payment of all mentioned) And upon payment of all such Rents and Arrears of Rent Sum, and Sums of Money which shall be then due, and owing by or from the said George Burdon his Executors Administrators or Assigns for or in respect of the Premises hereby Demised and on performance of all and every the Covenants Provisoes Reservations and Agreements Matters and Things herein contained on the part and

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behalf of the said George Burdon his Executors Administrators and Assigns to be done and performed the Term

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Thomas Henry Liddell (Seal)

Geo Burdon (Seal)

hereby Demised and these Presents
and every Clause Matters and Thing
herein contained shall at the
Expiration of Twelve Calendar Months
after the Delivery of such Notice
as aforesaid cease determine and
be utterly Void, any thing herein
contained to the Contrary in ^<any> wise not-
withstanding In Witness
the said Parties to these Presents
have hereunto interchangeably set
their hands and Seals the Day
and year first before Written

Signed Sealed and Delivered
(being first duly Stamped) in the presence
Ch^s. Wren

Memorandum That the Staith
within mentioned is to be valued as
soon as it conveniently can be done
and that the within mentioned George
Burdon shall take the same in manner
within mentioned and that the same
shall be valued and paid for in like
Manner at the End of the Term

Ch^s. Wren

T.H. Liddell

Geo. Burdon