

COPY of LEASE

Bud-97

For the WORKING of EIGHTON COLLIERY by

Sir Thomas Henry LIDDELL To

Mr. George BURDON

Term 21 Years from – 1<sup>st</sup>. January 1797

**0b**

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Copy

Lease of Eighton Colliery:

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Term 21 Years from January 1<sup>st</sup> : 1797.

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[1]

This Indenture made  
the Twelth 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

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 Waggons, 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 trhe said Sir Thomas Henry Liddel, and to break the Soil and Ground thereof, and to lay and place thereon One or more Main

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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 requisite 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,<sup>^ <Bridges></sup> 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 re-  
pairing, any Bridge, or Bridges, Mounts  
Batteries or other erections or Build-  
ings 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 convey-  
ing 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 Waggons, 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

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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 Waggons  
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, \*\*\*\*\*  
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 Lesses 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 tohold  
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 Privilages, 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 Burdon 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 Account-  
ing four Hundred, and Eighteen  
Bolls to a Ten each Boll contain-  
ing ^<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 there-  
of to begin and be made on the  
Thirtieth Day of June next en-  
suing the Date of these presents.  
And also yielding and pay-  
ing 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 herein-  
after 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^<Ten of> Coals (such  
Measure as aforesaid) as in any pre-  
ceeding 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 re-  
served, 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 Mean-  
ing 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 se-  
veral 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 con-  
veying 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 Ar-  
rear 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 truely  
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 time being 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 Wagons, 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 keep 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 se-  
veral 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<sup>dn</sup>.  
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

[42]

Demised good and sufficient Gates  
or Rails and Stops, and provide  
Locks for the same and employ  
sufficient Gatekeepers where ne-  
cessary to attend to and keep the  
same, and to take care as much  
as may be that no Damage bed  
one 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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[43]

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

[44]

[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

[Bud-97]

[ 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 Admin-  
istrators and Assigns shall and will  
Yearly and every Year during the  
Term hereby Demised well and truely  
pay hereby Demised well and truely  
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

[45]

[46]

[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

[Bud-97]

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

[47]

[48]

[Bud-97]

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

[49]

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

[50]

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

[Bud-97]

[51]

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

[52]

[Bud-97]

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

[53]

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

[54]

[Bud-97]

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

[55]

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

[56]

[Bud-97]

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 [eluere] 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

[57]

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

[58]

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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 belong-  
ing 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

[59]

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 Determi-  
nation 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

[60]

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

[61]

Hundred and Seventy Three Pounds  
Sixteen Shillings and five pence far-  
thing 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

[62]

[Bud-97]

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

[63]

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

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

[64]

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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[65]

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

[66]

[Bud-97]

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

[67]

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

[68]

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End Expiration or other sooner  
Determination of the Term grantor  
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

[69]

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

[70]

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

[71]

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<sup>s</sup>. 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

T.H. Liddell  
Ch<sup>s</sup>. Wren      Geo. Burdon