

7 Year LEASE For the WORKING of COWPEN COLLIERY by
MARTIN MORRISON and others To
Mr GREY and Mr HODGSON
- 20th January 1798

Bud-98

	<p>[0a] [Bud -98] 20th January 1798. Lease of the Working of Cowpen Colliery: Mr Martin Morrison and others to Mess^{rs}. Gray and Hodgson. =====</p>
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<p>[Bud -98]</p>	<p>Date of Execution Jan. 20 : 1798. Names of the Parties.</p> <p>This Indenture made the 20th Day of January in the 38th Year of the Reign of our Sovereign Lord George the 3^d. by the Grace of God, &c. &c. and in the Year of our Lord 1798 Between Martin Morrison ^ < late > of White House in the County of Durham, but now of the Cottage in the County of Northumberland Gentleman, William Row of the Town and</p> <p>1.</p>
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	<p>County of Newcastle upon Tyne Merchant John Clark of Cowpen in the County of Northumberland Rope-Maker Stephen Croft of Shillington in the County of York Esquire Aubone Surtees the younger of the Town and County of Newcastle upon Tyne ^ < afores^d.> Esquire and John Gray of the Shield Field without the Walls but within the Liberties of the Town and County of Newcastle upon Tyne John Surtees of the same Town and County Esquire and</p>
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<p>2.</p> <p>Names of Undertakers. John Morrison late of White house afores^d. but now of Cowpen afores^d. Gentleman of the One Part and John Gray of the Shield Field without the Walls but within the Liberties of the Town and County of Newcastle upon Tyne aforesaid Coal Viewer and Richard Hodgson of Plessy in the County of Northumberland and Coal Viewer of the other Part <i>Where as</i> by Ind^{re}. of Lease bearing Date on or about the 22^d. Day of Nov^r. 1795 and made or expressed to be made between Margaret Wanley Bowes of Carlton in the County of York Spinster Thomas Thoroton Esquire Lieutenant Colonel of his Majesty's Cold Stream Regiment of Guards and Anne his Wife and the Reverend Robert Croft of the City of York Clerk & Elizabeth</p> <p>R[eci]tal of Colliery Lease Date Nov: 22 : 1795.</p>	<p>3.</p> <p>his Wife of the one Part and the said Martin Morrison William Row John Clark Stephen Croft Aubone Surtees and John Surtees of the other Part, they the said Margaret Wanley Bowes Thomas Thoroton and Anne his Wife and Robert Croft & Eliz. His Wife, for the Considerations [&c] therein mentioned did demise grant and to farm let unto the s^d. Martin Morrison William Row John Clark Stephen Croft Aubone Surtees and John Surtees their Exors</p> <p>Description of Premises. Admors and Atsns All that and those Colliery and Coalminnes ^ < Seam and> Seams of Coal as well opened as not opened of them the said Margaret Wanley Bowes Thomas Thoroton and Ann his Wife and Robert Croft and ^ < Elizabeth> Ann his Wife lying being & remaining within and under or which could should or</p>
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<p>4. [Bud -98]</p> <p>might be had sought digged ^ < won> wrought & obtained or gotten forth and out of all & every or any of the Lands Closes Fields and Parcels of Ground of or belonging to them the said M.W.B. T.T. and Anne his Wife and R.C and Elizabeth his Wife situate lying and being in the Township of Cowpen in the said County of Northumberland containing 700Acres or thereabouts together with the several Liberties Powers and Authorities therein contained (except and therein is excepted)</p> <p>Cowpen contains ab^t. 700 Acres.</p> <p>To hold the same unto the s^d. M.M. W.R. J.C. S.C. Au.S. and J.S. their Exors Admors and Atsns from the Day next before the Day of the Date thereof for and during the Term of 39 Years from</p> <p>Term 39 Years.</p>	<p>5.</p> <p>J.Morrison took Shares.</p> <p>State of Engines & Machines.</p> <p>thence next ensuring at and under the several yearly and other Rents and subject to the Provisoes Covenants and Agreements therein particularly reserved mentioned & contained And whereas the said J.M. by certain Articles of Agreem^t. bearing Date on or about the 31st Day of August 1796 became intituled to a Share in the said Colliery & Coalmines during the said Term of 39 Years ment^d. in the s^d. in P^t. recited Indenture of Lease And Whereas the present Fire Engines and Machines at Cowpen afores^d. With the Materials there^<un>to belonging and the Materials in and about all and every the Pit or Pits now</p>
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<p>6. [Bud -98]</p> <p>working or which hath or have been won and worked by Means of the said Fire Engines as well above Ground as under Ground the Materials in and about the several Store-houses and Smiths' Shops at Cowpen afores^d. And also all and every the Waggons Waggon Ways Staith Staith-house Spouts Pitmen and Workmens-Houses at Cowpen afores^d. And also the Coals at several Pits and in the</p>	<p>7.</p> <p>Recital of Valuation.</p> <p>s^d. M.M. W.R. J.C. S.C. A.S. J.S. and J.M. And Whereas on the 5th Day of July last past an Appraisalment or Valuation was had and made of the said several Things contained in the s^d. Inventory of Schedule hereunderwritten or hereunto annexed by Persons chosen and appointed by the Parties to the Presents and the Value of the said several Things are placed</p>
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Staith or Spouts at Cowpen afores^d. And all other Implements Fixtures and Materials whatsoever used in or about and for Carrying on the said Colliery and Coalmines severally mentioned and Specified in an Inventort or Schedule here under written or hereunto annexed are The Property of and do belong to them the

opposite to the same respectively in the said Inventory or Schedule and do amount in the whole to the Sum of 6581 £. ..1 s. .. 2¼^d. And Whereas one or more Pit or Pits have been sunk and put down by the Said M.M. W.R. J.C. S.C. A.S. J.S. and J.M. for the Winning & Working of

8.

the said Colliery and Coalmines and the same is or are now in actual Working And the s^d. M.M. W.R. J.C. S.C. A.S. J.S. and J.M. did on the said 5th Day of July last past put or cause to be put the said J.G and R.H. into the Possessⁿ. thereof And also into the Possession of the said Fire Engines Machines Pitmen and Workmens Houses Waggon Ways Waggons Staith Spouts and all and singular other the Materials and Things mentioned and specified in the said Inventory or Schedule hereunderwritten or hereunto annexed And Whereas the said John Gray and Richard Hodgson have contracted and agreed with the s^d. M.M. W.R. J.C. S.C. A.S. J.S. and J.M. to work the said

[Bud -98]

Term 7
Years from
July 5th.
1797.

Colliery and Coalmines and from the 5th. Day of July last past to draw to Bank and to lead ^ < to > and deliver at and from the said Coal Staith or Spouts at Cowpen aforesaid during the Term of 7 Years from the s^d. 5th. Day of July last past all such Quantities of Coals for the Use Benefit and Disposal of the s^d. M.M. &c. &c. their Exors Admors and Atsns and to work the said Colliery and Coalmines for such Considerations and in such Manner as are hereinafter particularly mentioned & contained And the s^d. J.G. and R.H. for themselves their Exors Admors and Atsns have agreed to accept of such Payments & Allowances as are hereinafter mentioned and Stipulated to be made to them by the s^d. Martin Morrison &c. &c. their Exors Admors & Atsns in lieu full Recompence and Satisfaction of all

9.

10.

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11.

<p>Claims and Demands which they the s^d. J.G. & R.H. their Exors Admors or Atsns might otherwise have or be intitled to from the s^d. M.M. &c. &c. their Exors Admors or Atsns for the Costs Charges Damages Expences and Trouble of Working the said Colliery & Coalmines and drawing to Bank and lead^g. to the delivering at the said Staith or Spouts the Coals to be worked and gotten from forth and out of the same Colliery or Coalmine.</p> <p>Terms of the Agreem^t. Now this Indenture witnesseth that in Pursuance and Performance of the said recited Agreement on the Part of the s^d. M.M. &c. &c. and for and in Consideration of the Payments Covenants and Agreements hereinafter contained on the Part and Behalf of them the said J.G. and R.H. to be made done and performed They the said M.M. &c. &c. Have and each and every of them hath</p>	<p>Nature of the Grant granted demised and to farm letten and by these Presents do and each and every of them doeth grant demise and to farm let unto the s^d. J.G. and R.H. their Exors</p> <p>Use of Engines &c. &c. &c. Admors and Atsns The Use and full and free Occupation and Enjoyment of the Fire Engines and Machines now standing being and in Working at Cowpen afores^d. and of all other Fire Engines to be hereafter erected or built on any Part of the said Lands and Grounds within the Township of Cowpen Aforesaid for the Purpose of Winning and Working the said Colliery or Coalmines or any Part thereof and of all and every the Materials thereunto belonging or to belong And also the Use of the Pitmen and Workmens Houses Waggon Ways Waggons Staith Spouts and all and singular other the materials</p>
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<p>12</p> <p>the Things mentioned and Specified in the said Inventory or Schedule hereunder written or hereunto ennexed with the Appurtenances And also the Liberty of Winning Working & Leading of the Coals forth and out of the said Colliery and Coalmines and the several herein before mentioned Pit or Pits And also out of all or every other Pit and Pits which shall at any Time or Times during the Term</p>	<p>[Bud -98]</p> <p>13.</p> <p>Winning working Gaining Obtaining and Getting of Coals forth and out of the said Colliery and Coalmines as for the avoiding & conveying away of Water Foul-Air or Styth with sufficient and convenient Ground Room Heap Room and Pit Room for the laying and placing of all such Coals Stones Earth Gravel Metal Rubbish and other Refuse as shall from Time to Time proceed be had gotten or come forth or out of</p>
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Liberty to
win, work &c.

hereinafter mentioned be sunk or made within all and every or any of the said Lands and Gro^{ds}. within the Township of Cowpen aforesaid for the Purposes of Winning and Working the said Colliery or Coalmines with full and free Liberty Power and Authority to and for the said J.G. & R.H. their Exors Admors or Atsns at their Costs Charges Expences and Risque to rid win work and make Trench and Trenches Grove & Groves Staple and Staples and to drive Drifts Watergates and Water Courses as well for the

the said Colliery or Coalmines in the Winning and Working the same or any Part thereof Together also with all such Waggon Ways and other Ways Wayleave and Passage as belong to them the said M.M. &c. &c. or which they have Power to let or Demise for the Leading & conveying away all and every the Coals to be wrought and gotten forth or out of the said Colliery or Coalmines to the said Staith or Spouts at Cowpen aforesaid together also with the full and free

14.

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Use Occupation and Enjoyment of all and singular other the Liberties Powers Privileges and Authorities whatsoever for the better Winning Working and Carrying on the said Colliery and Coalmines and for the Leading the Coals thereout to be wrought or gotten or for the Placing in and vending the same from the said Coal Staith or Spouts and for the amending and repairing the Waggon Ways & other Ways and for the Making and Erecting of Batteries and Mounts and for the Building of Hovels and Workmens Houses as they the said M.M. &c. &c. are proposed of intituled unto under and by Virtue of the said in Part recited Indenture of Lease or any other Lease or Leases Demise or Grant thereof to them made by any Person or Persons whomsoever subject

15.

Habendum.

liable or subject to for or in Respect of the Premises or in the Exercise of all or any the Powers Liberties Privileges and Authorities aforesaid Save only as to the Payment of the certain Colliery Rents which they the said M.M. &c. their Exors Admors or Atsns are liable ?? to And which the said Colliery Rents they the said J.G and R.H. their Exors Admors or Atsns are always to be exempted from the Payment of & of every Part and Parcel thereof To have and to hold the Use of the said Fire Engines Machines Waggon Ways Coal Staith Spouts and all and singular other the Premises hereby granted and demised or intended so to be and every Part and Parcel thereof with the Appurtenances unto the said J.G. and R.H. their Exors Admors and Atsns from the said 5th.

nevertheless to the Observance and Performance of such Covenants Provisoos Clauses Restrictions and Agreements whatsoever as they the said M.M. &c. &c. Exors Admors or Atsns are

Day of July last past for and during and unto the full End and Term of 7 Years from thenceforth next ensuing and fully to be compleat and

16.

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Rents Pepper Corn Yearly. ended at and under the yearly Rent of one Pepper Corn only payable annually on the Feast of S^t. Michael the Archangel if lawfully demanded and subject to the Covenants Provisoos Clauses Reservation and Agreements in and by these Presents mentioned and contained And the said J.G. and R.H. for themselves jointly and severally and for their several and respective Heirs Exors and Admors do and each of them doth covenant promise and Agree to and with the said M.M. &c. &c. theirs Exors Admors and Atsns by these Presents in manner following (that is to say) That they the s^d. J.G. and R.H. their Exors Admors or Atsns in Consideration of the Payments or Allowances herein after agreed to be made to them by the said M.M. &c.&c. Their Exors Admors or Atsns and other the Considerations in these Presents mentioned shall and will at the proper Costs and Charges of them the said

Undertakes Engagement.

To lay abank 20,000 Cha^s. Yearly.

17.

J.G. and R.H their Exors Admors or Atsns dig sink and make a Coal Pit from the Surface to the low-main Coal 10 Feet Diameter within all Timber and shall and will divide the said Pit when made and sunk by a good and sufficient Partition of Timber and Deals in the Center thereof so as to convert the same into two good working and convenient Shafts and also shall and will at their own proper Costs and Charges yearly and every Year during the Continuance of the Said Term of 7 Years hereby granted win work and draw to Bank at the Pits of the said Colliery 20000 Chaldrons of Coals from such Seam or Seams of Coal and as good merchantable Coals and as fit for the London Market or to be vended Coastways as the Nature of the Mine will admit of or such other greater yearly Quantity than 20000

18.

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Chaldrons as the said M.M. &c. &c. their Exors Admors or Atsns by Writing under

Owners to

deliver into the Keels or Ships of the said M.M. &c. &c. their Exors Admors or Atsns or their Fitter

19.

their Hands in any one Tear of the said Term previous to the Binding of the Pitmen shall desire and request each Chaldron to consist of 24 Bolls of Coals Newcastle Measure each Boll to contain 36 Gallons Winchester Measure but shall not in any one Year exceed the said Quantity of 20000 Chaldrans of Coals without the Request Licence and Consent in Writing of the said M.M. &c. &c. their Exors Admors or Atsns under their Hands for that Purpose first had and obtained And also that they the said J.G. and R.H. their Exors Admors or Atsns shall and will at their own proper Costs and Charges yearly and every Year during the said Term lead from the Pits of the said Colliery to the said Staith or Spouts at Cowpen aforesaid and from thence

Not to exceed 20,000 Cha^s. Yearly.

To lead 17,000 Cha^s. Yearly.

lay on the Craft.

Accounts to be given every Fortnight.

or Fitters to be lying there for that Purpose 17000 Chaldrans of Coals not exceeding 2000 Chaldrans of small Coals in such Quantity of 17000 Chaldrans of Coals such Measure as aforesaid or such other greater Quantity as aforesaid And also that they the said J.G. and R.H. their Exors Admors and Atsns shall and will once in every Fortnight of the said Term of 7 Years hereby granted make give deliver and present gratis to the said M.M. &c. &c. their Exors Admors and or Atsns or to their Agent Steward or Viewer for the Time being a just true and perfect Account in Writing of all such Quantities and Numbers of Chaldrans of such Coals (such Measure as aforesaid) And true Copies of the several and respective Books of the Overmen and Staithmen and of the Bills of Presentment of all such Coals as shall be in every Fortnight during the Continuance

20.

of the said Term hereby granted by the said J.G. and R.H. their Exors Admors or Atsns or their Pitmen Workmen or Servants won wrought led and carried away or laid above Ground from forth or out if the said Colliery or Coalmines or any of the Heaps or Pits thereto belonging and vended or delivered from the said Staith or Spouts The said several Accounts and Copies to be fully vouched and verified by sufficient Vouchers or by the Oath of the

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21.

and Bills of Presentment of the Bankmen Overmen and Staithmen relating to the Workings Leadings Vend and the Sale of the Coals to be won wrought led and carried away & sold vend and delivered during the Continuance of this Colliery or Coalmines Pits or out of the said Colliery or Coalmines Pits or Heaps in Order to be the better and more certainly informed of the true Number of Chaltrons and Quantities of Coals which shall

Liberty of Banksmen Overmen and Staithmen And
Inspecting Also that it shall and may be lawful to and
Books. for the said M.M. &c. &c. their Exors Admors
or Atsns and their Agent or Agents Steward or
Stewards Viewer^<or Viewers> for the Time being from Time to
Time and at all Times during the Continuance of
this present Demise to have free Recourse to &
Liberty to look into inspect peruse examine &
take Copies of the whole or any Part of the Books

from Time to Time be won wrought led car-
ried away and delivered out of or from the
said Colliery or the Pit or Pits Heaps Bank
or Banks Staith or Staiths Spout or Spouts
of or belonging to the same And further
that it shall and may be lawful to and for the
said M.M. &c. &c. their Exors Admors or Atsns
from Time to Time and at all Times during
the said Continuance of this present Demise at

22.

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their own Costs and Charges to keep employ
and appoint any Person or Persons as an Agent
Writer or Clerk at the Pit or Pits and Staith
or Staiths Spout or Spouts of or belonging to
the said Colliery or Coalmines to take and set
down in Writing an Account of all the
Numbers of Chaldrons and Quantities of
Coals which shall be won wrought led and
carried away from the said Colliery or Coal-
mines or any Part thereof or the Pits Heaps
or Banks belonging to the same And
further that it shall and may be lawful
to and for the said M.M. &c. &c. their Exors
Admors or Atsns or their Agents Stewards
Viewers and Servants at any Time or Times dur-
ing the Continuance of this present Demise to
measure weigh or gauge at the Pit or Pits Staith
or Staiths Spout or Spouts of the Said Colliery or
Coalmines or elsewhere all or any of the Waggons

Owners may
Measure &c.
the Waggons.

Owners may
lead materials
for private Use.

23.

and used in or about the Leading of Coals from
the said Colliery or Coalmines to the intent that
the Quantities of Coals to be led and taken
away from the said Colliery may be the better
ascertained and if the said Waggons Coal carts
Wains and other Carriages shall be found to have
carried more or less than the stipulated Measure
the same shall be immediately rectified And
further that it shall and may be lawful
to and for the said M.M. &c. &c. their ^<Exors> Admors
or Atsns or their Agents or Servants to lead over
or along or any of the said Waggon Ways &
Timber Stones Bricks Lime or other Materials
for Building or Repairing any of the Farm-
Houses Outhouses or Buildings or any other houses
belonging to the said M.M. &c. &c. their Exors
Admors or Atsns And also Limestones manure
and Coals for the Use of their own Families or
for Burning of Lime or for any other Purpose

Coal carts Wains or other Carriages to be employed

24.

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Undertakers to work the Colliery in a fair, &c. &c. Manner.

for the Use or Accommodation of their respective Farms (paying a reasonable Compensation to the said J.G. and R.H. for the same) And Also that they the said J.G. and R.H. their Exors Admors or Atsns shall and will at their own proper Costs and Charges and Expences work the said Colliery or Coalmines during the Continuance of the Term of Years hereby granted in a fair orderly regular and proper Manner and according to the most approved Method of Working such like Collieries and so as that the said Colliery or Coal Mines and Seams of Coal shall at the Expiration of the said Term be left in the most proper and perfect working Condition pursuant to the true Intent and Meaning of these Presents and of the Parties hereto ^<and> in such State and Condition as shall be approved of by the said M.M. &c. &c. their Exors Admors or Atsns or any Viewer or Viewers to be by them appointed for that Purpose And that in the Working of the said Colliery or Coalmines They the said J.G. and R.H. their Exors Admors or Atsns shall cause the Coals to

25.

To Kerve, &c. be Kerved or carved in such Manner as that all the Coals to be had and gotten thereout may be as round and of as good a Quality and as fit for the London Market as the Nature of the Mine will admit of and to make or produce as little of the small or inferior sort of coal as possible and that the said coals when bought to bank shall be walled slated and separated in the usual manner practiced by the adjoining Collieries so as the same may be led away from the Pit Heaps clear and free from small Coal or Dust Stone Slate Brasses Metal Rubbish and every other Mixture or Thing foreign or pre-judicial to the Sale of good marketable Coal so far as the same shall in the said Coalmines be practicable And also shall and will leave such Quantity of the small Coals underground and in such Part of the said Colliery as they shall from Time to Time be directed in Writing by the said M.M. &c. &c. their Exors Admors and Atsns or

To Wale, Slate, &c. &c.

Undertakers to leave small Coals.

26.

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their Agents ^<or> Viewer for which the Sum of 4^d. for every 20 Peck Corf stowed in the Low-main Coal Seam And the Sum of 3½^d.

27.

the same after the Expiration of this present Demise And shall not nor will at any Time during the continuance of this present Demise

<p>for every 16 Peck Corf Stowed in the high Seam Coal shall be respectively paid to them the said J.G. and R.H. their Exors Admors or Atsns by the said M.M. &c. &c. their Exors Admors or Atsns at the end of every half year the Continuance of the said Term hereby demised And also that they the said J.G. and R.H. their Exors, &c. &c. shall and will in the Working of the said Colliery or Coalmines leave unwrought good & Sufficient Walls and Pillars of Coal where the same shall be necessary to be left for the Support of the Roof thereof and for the preserving & keeping open the Drifts drains Levels and Water Courses of the said Colliery and Coalmines as well for the general Benefit and Advantage thereof in the present Workings as for the future Workings of</p> <p>Undertakers to leave good Pillars, &c.</p>	<p>do or commit or wittingly willingly or knowingly suffer to be done or committed any wilful or negligent Act Matter or Thing whatsoever in the Winning Working and Carrying on the said Colliery or Coalmines whereby the same or any Part thereof shall or may be drowned or overburthened with Water Foul Air or Styth or otherwise damnified or which may occasion or bring or any Thrust or Creep upon the same And Also shall not and will not work any of the Walls or Pillars of the said Colliery without the Consent of the said M.M. &c. &c. their Exors Admors or Atsns in Writing under their hands for that Purpose first had and obtained And further that in the Working and Carrying on the said Colliery and Coalmines they the said J.G. and R.H. their Exors Admors and Atsns shall & will leave 50 Yards at least of good sound whole</p> <p>Not to bring on any Creep, &c.</p> <p>Undertakers not to work the Walls, &c.</p> <p>To have a Barrier of 50 Yards</p>
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28. Coal in all or every the Seams of the s^d. Colliery and Coalmines next adjoining to or lying between the same and other adjoining Collieries as and for a Barrier Bulk or Warren of Coal to prevent any Communication to with or from any adjoining Collieries or Coalmines to or with or into the said herein before mentioned Colliery or Coalmines whereof the said M.M. &c. &c. are intitled to as aforesaid And shall not and will not during the Con-

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29.

Owners to inspect, &c. or from the same And further that it shall and may be lawful to and for the said M.M. &c. &c. their Exors Admors and Atsns and their Viewer or Viewers Agent or Agents at any Time or Times during the Continuance of this present Demise when any of the Pits of the said Colliery or Coalmines shall be the work to ride descend and go into the same and the Shafts and Workings thereof by the Ropes Rollers or

tinuance of this present Demise work or take away such Barrier Bulk or Warren of Coal or any Part or Parts thereof or by any other Ways or Means whatsoever open a Communication between the said hereinbefore Colliery and Coalmines of them the said M.M. &c. &c. their Exors Admors or Atsns and any adjacent Colliery or Coalmines whatsoever or make or suffer to be made any Drift or Drifts Water Course or Water Courses Outstroke or Outstrokes in through

other Engines used for that Purpose at any of the said Pits of or belonging to the said Colliery or Coalmines to view and inspect the Condition thereof and to see that the said Colliery or Coalmines are fairly and regularly wrought according to the true Intent and Meaning of these Presents and to line and measure the same the better to be informed of the due and regular Course of Working thereof and of the Quantities of Coal wrought and gotten forth

30.

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and out of the same and to use such other Methods to that End as they shall think fit and by the same safe and secure Ways or Means again to ascend and come up and from the said Pits and Shafts or any of them when and as often as they shall think fit And if upon such View and Inspection it shall be the Opinion of such Viewer or Viewers & Agent or Agents of them the said M.M. &c. &c. their Exors Admors or Atsns that the whole or any Part of the said Colliery or Coalmines is not wrought in a fair regular & orderly Manner Then and in such Case it shall be lawful for such Viewer or Viewers Agent or Agents to give to or leave for the said J.G. and R.H. their Exors Admors or Atsns at their usual Place or Places of abode or with any Bankman or Overman to be employed in and about the Colliery or Coalmines

Mode of compelling Undertakers to work the Coll^y. Fairly.

31.

to the Manner of Working the said Colliery or Coalmines whereupon the Workings so to be objected shall be immediately stopped until a full and perfect View can be had of such Workings by two skillful Viewers at least one to be chosen and appointed by the said M.M. &c. &c. their Exors Admors or Atsns and the other by the said J.G. and R.H. their Exors Admors or Atsns with Power to appoint a third Person as Umpire if the said two Viewers cannot agree and the Determination of such two Viewers if they shall agree in Opinion or if they shall disagree then the Determination of such other Skillful Viewer as by the said two Viewers shall be chosen as an Umpire reduced into Writing and signed by them or him and delivered to the said M.M. &c. &c. or John G. and R.H. or such of them as shall require the same within the Space of 14 Days to be computed from the

Notice in Writing of their Objection or Objections

Time of Stopping the said Works shall be final and conclusive to the said M.M. &c. &c. their

32.

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Exors Admors and Atsns and to the said J.G. and R.H. their Exors Admors and Atsns – And if it shall be the Opinion of such Viewers or Umpire that such View was necessary to be had or taken on Account of any Default Neglect or Irregularity in the Mode of Working or Carrying on the said Colliery or Coalmines or by any Matter or Thing done committed or omitted by the said J.G. and R.H. their Exors Admors Atsns or Servants or any of them in or about the said Colliery or Coalmines contrary to the true Intent and Manner of these Presents Then and in every such Case the whole of the Charges and Expences attending the taking and making such View and Determination as aforesaid shall from Time to Time be borne defrayed by the said J.G. and R.H. their Exors Admors or Atsns And that they the said J.G. and R.H. their Exors Admors or Atsns shall forthwith conform to do perform and execute

33.

whatever shall be the Opinion or Directions of the said Viewers or Umpire or shall be required by them or him to be done and performed concerting the Premises But if it shall appear to the said Viewers or Umpire upon Examination that there was not sufficient Cause or Reason for taking or making such View then and in every such Case the whole of the Charges and Expences attending the taking and making such View and Determination as aforesaid and also the Stoppage of the Works as aforesaid shall from Time to Time be borne and defrayed by the said M.M. &c. &c. their Exors Admors or Atsns Provided always nevertheless and it is declared and agreed that such Working so to be objected to as aforesaid shall not continue to be stopped unless the said M.M. &c. &c. their Exors Admors or Atsns or their Agent or Agents Viewer or Viewers for the Time being shall within the Space of 6 Days after such Objection being

34.

[Bud -98]

delivered nominated and chuse a Viewer on their Parts and within the same 6 Days – give Notice of such Choice and Nomination to the said John Gray and Richard H. their

35.

Colliery and the hand Rails Planking Ballasting Rails and Spouts in good working Condition and Repair and well and sufficiently walled and timbered and in all Respects complete &

Undertakers to keep open all Water – Courses, Levels & Air Courses. Exors Admors or Atsns or such Overman or Bankman as aforesaid And Moreover that they the said J.G. and R.H. their Exors Admors or Atsns shall and will from Time to Time and at all Times during the Continuance of the said Term hereby grant at their own Cost Charges and Expences repair maintain uphold support and keep all such Drifts Water Courses and Air Courses in the said – Colliery or Coalmines as shall be proper & convenient fit or necessary for the Winning Working and Carrying on the same free open clear upstanding and well supported And also shall and will well and Sufficiently keep the said Fire Engines Machines and all and every the Working Pits of the said

Undertakers not to charge for the Workg. of Pitmen, &c &c. Coals. fit for Working the Seams of Coal in the said Colliery or Coalmines and the carrying on the same as a current going Colliery And also that they the said J.G. and R.H. their Executors Admors or Atsns shall not bring to Account or be paid or allowed for the Working of any Coals that shall be used or consumed by the Fire Engines Machines or by the Agents Servants Pitmen Workmen or Persons to be employed by them the said J.G. and R.H. their Exors Admors or Atsns in or about the Working of the said Colliery or Coalmines or for the Burning of Bricks or Lime for the Use of the said Colliery or Coalmines And Further that they the said J.G. and R.H. their Men, Horses,&c.

36.

Exors Admors or Atsns shall and will at their own Costs Charges and Expences find & provide Servants Workmen Pitmen Horses Gins Ropes Rollers Corves Trams Deals Wood – Waggon Wright or Carpenter Work Smiths Work and all other Work Materials & Things whatsoever necessary proper or convenient for the winning working and carrying on of the said Colliery or Coalmines Seam and Seams of Cola and for Drawing to Bank leading to and delivering at and from the Staith or Spouts or elsewhere the Coals to be wrought had

[Bud -98]

To set Thro' Dikes to 12 Feet and to pump Water.

Rubbish and other obstructive Matter which shall happen in the said Workings or Drifts of the said Colliery or any of the Seams of Coal therein And also shall and will from Time to Time during the said Term at their like Costs and Charges set over or work through all Dykes and Troubles not exceeding 12 Feet and pump and draw all Water in the said Colliery and Seams of Coal where the same shall be necessary and at the like Costs & Charges shall and will from Time to Time draw to Bank and lay above Ground separate

37.

Undertakers won or gotten from forth or out of the said Colliery or Coalmines And also that they the said J.G. and R.H. their Exors Admors or Atsns shall and will from Time to Time and at all Times during the said Term at their own Cost and Charges rid clear away and remove all Falls of Earth Stone Slate

and apart from the Coals which shall be wrought and laid above Ground as aforesaid all such Earth Stone Rubbish or other obstructive Matter as shall proceed from or be produced by the Working of the said Colliery & Seams of Coal as shall be requisite or necessary to be drawn to Bank or laid above Ground as

38.

[Bud -98]

Undertakers to perform Covenants. aforesaid And also that they the said J.G. and R.H. their Exors Admors or Atsns shall and will well and truly observe perform fulfil accomplish and keep all and singular the Covenants Conditions Provisoos Clauses Restrictions and Agreements which on the Part of the said M.M. &c. &c. their Exors Admors or Atsns are or ought to be observed performed fulfilled accomplished and kept and mentioned and comprized in the said in Part recited Indenture of Lease (save and except only as to the Colliery Rents reserved in or payable by Virtue of the said in Part recited Indenture of Lease which it is agreed the said M.M. &c. &c. their Exors Admors or Atsns shall always pay & discharge) and of and from the same Covenants Conditions Provisoos Clauses Restrictions and Agreements and of and from all Actions Suits Costs Charges and Expences to be brought commenced sustained

Save as to the Coll^y. Rents.

To indemnify Owners.

39.

Undertakers to fence the Pits about. or occasioned by the Failure Breach or Non-performance thereof shall and will well & sufficiently indemnify and save Harmless the said M.M. &c. &c. their Exors Admors and Atsns save and except as aforesaid And also shall and will from Time to Time and at all Times hereafter during the Continuance of this present Demise cover up timber over and fence round all and every the Pits and Shafts of the said Colliery now made and open or to be made and opened by the said J.G. and R.H. their Exors Admors or Atsns as ^<and> when they shall respectively be done and left off working in Order to prevent any Damage or Accident that may happen thereby And also shall and will in such Part of the Lands and Grounds at of Gates,&c.&c. Cowpen aforesaid where the Walls hedges or Fences shall be broke or laid open by or for the laying using or repairing of any new or present Waggon Way or Waggon Ways

<p>40.</p> <p>Branch or Branches Barrow Ways or other Ways in through over or along the said Lands and Grounds at their own proper Costs and Charges immediately after such Walls Hedges or Fences are broke</p> <p>To fix and keep set fix place and maintain good and sufficient Gates or Rails and Stoops and provide Locks for the same And also keep as well the present as such new Gates & Rails and Stoops in good Repair during the said Term and take Care as much as may be that no Damage be done to any Person or Persons whomsoever by Horses</p> <p>To pay for all or other Cattle trespassing through Neg-Damages done lect or Default of repairing maintaining keeping shut and locking the said Gates or Rails And that in Case any Damage or Trespass shall happen by Reason or Means of any of the said Pits or Shafts lying or</p> <p>[Bud -98]</p>	<p>41.</p> <p>being insufficiently fenced covered or secured or the said Gates or Rails not being fixed placed and kept shut as aforesaid They the said J.G. and R.H. their Exors Admors or Atsns shall from Time to Times and at all Times save harmless and indemnify the said M.M. &c. &c. their Exors Admors and Atsns of and from the same and of from and against all Actions Suits Costs Charges Damages and Expences which shall Can or may arise or be occasioned thereby or by Reason or Means thereof And Also shall and will pay or cause to be paid all the Taxes Assessments and Rents which shall from Time to Time be taxed charged assessed laid or imposed upon the said Colliery or the Coals to be gotten and wrought forth and out of the same (save and except the Land Tax) And further that they the said J.G. and R.H. their Exors Admors or Atsns shall and will at the End and Expiration of this</p> <p>Undertakers to pay all Taxes, except Land Tax</p>
<p>42.</p> <p>To yield up present Demise give yield and deliver up peaceably. unto the said M.M. &c. &c. their Exors Admors or Atsns the quiet and peaceable Possession of the said Colliery and Coal-Mines and all and singular other the Premises hereby demised with the Appur-</p> <p>[Bud -98]</p>	<p>43.</p> <p>Undertakers thereout And Furthermore that to Keep all Things they the said J.G. and R.H. their Exors in good Repair Admors or Atsns shall and will at their own Charges and Expences from Time to Time during the Continuance of the said Term hereby granted well and sufficiently</p>

<p>To leave the lying Coals and two good working coal Pits.</p> <p>To supply 20,000 Cha^s.</p>	<p>tinance and shall leave for the Use and Benefit of the said M.M. &c. &c. their Exors Admors and Atsns all the Coals which shall then remain unsold and undisposed of And also two good working Coal Pits partitioned and divided as aforesaid in good Condition and well and sufficiently timbered and in all Respects complete and fit for Working the said Seams of Coal in the said Colliery or Coalmines and which said two Pits shall be able to supply and afford 20'000 Newcastle Chaldrons at least good round merchantable Coal fit for the London market or Coastways to be wrought</p>
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<p>uphold maintain and keep in good Repair and Condition as well the said Fire Engines as also all other Fire Engines hereafter erected and built for the Use of the said Colliery and the Machines Pitmen and Workmens Houses Waggon Ways Waggons Staith Spouts and all and singular the other Materials and Things mentioned and specified in the said Inventory or Schedule hereunder written or hereunto annexed and at the End and Expiration of the said Term hereby granted shall and will yield and deliver up the same unto the said M.M. &c. &c. their Exors Admors</p>

<p>44.</p> <p>Undertakers to Pay Balance of Valuation.</p>	<p>[Bud -98]</p> <p>or Atsns in as good Repair State and Condition as the same respectively were in when the said Valuation thereof was made and when the same were put into the Hands and Possession of the said J.G. and R.H. as aforesaid And that they the said J.G. and R.H. their Exors Admors or Atsns shall and will within the Space of 6 Months next after the End of the said Term hereby granted pay or cause to be paid to the said M.M. &c. &c. their Exors Admors or Atsns so much Money as the said several Things mentioned and specified in the said Inventory or Schedule (upon a Revaluation and Reappraisalment to be</p>
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<p>Owners to pay Balance of Valuation</p> <p>Owners may</p>	<p>45.</p> <p>their Exors Admors or Atsns) shall fall-short of the Valuation or Appraisalment thereof made and mentioned specified and set forth in the said Inventory or Schedule hereunder written or hereunto annexed and if the same shall in like Manner be as-timated appraised or valued at more, or shall exceed the last mentioned Valuation or Appraisalment Then and in such Case the Over-plus or Difference in such Valuation is hereby covenanted and agreed to be paid in the like Manner by the said M.M. &c. &c. their Exors Admors or Atsns to the said J.G. and R.H. their Exors Admors or Atsns –</p> <p>And also that it shall and may be</p>
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thereof made at the End and Expiration of the said Term as aforesaid by two indifferent Persons the one whereof to be nominated by the said M.M. &c. &c. their Exors Admors or Atsns and the other by the said J.G. and R.H.

commence Sin-king, &c. 24 Months before the End of the Term. lawful to and for the said M.M. &c. &c. their Exors Admors or Atsns at any Time within 24 calendar Months next before and immediately preceding the End of the said Term hereby granted

46.

[Bud -98]

to sink win and make any new Pit or Pits and make and drive any Drifts Levels and Water-Courses and also to do all and every such other Acts Deeds and Things a may be thought or adjudged necessary or proper by the said M.M. &c. &c. their Exors Admors or Atsns or their Agents or Viewers for the Benefit and Advantage of the future Workings of the said Colliery and Coalmines after the End of the said Term hereby granted so as the Winning Working Driving or Making the same interfere as little as may be and do not prejudice the Working Drifts or Water Courses of the said Colliery and Coalmines then in the Occupation of them the said John G. and R.H. their &c. &c. And Also that they the said J.G. and R.H. their &c. shall and will from Time to Time and at all Times during the Continuance of the said Term

Undertakers to Supply Owners with Free Coal at 4^s./0^d.P. Fother.

47.

of 7 Years hereby granted supply the said M.M. &c. &c. their &c. at the Working Pit or Pits of the said Colliery with all such Quantities of the best round Coals as they shall have Occasion for Paying for the same at the Rate or Price of 4 Shillings for every Fother accounting 8 Bolls to a Fother And Further that if it shall happen at any Time or Times during the Continuance of this present Demise that the said Colliery shall be flowed or drowned with Water occasioned by Land Floods or Surcharge of Water owing to the Want of an additional Fire Engine Then and in such Case and from Time to Time and as often as the same shall so happen they the s^d. J.G. and R.H. their &c. shall and will under the Direction and at the Cost and Charges of the said M.M. &c. &c. use their utmost and best Endeavours

If the Coll^y. is drowned how to be re-covered.

<p>48.</p> <p>with all convenient Speed to recover and clear the said Colliery of and from all such Water either by building and erecting a new Fire Engine or otherwise and to put the said Colliery into the like good working Condition as the same was in at the Time of such Land-Flood or Floods or Surcharge or Surcharges happening all which said Costs Charges Expences and Damages occasioned thereby they the said M.M. &c. for themselves and for their several and respective Exors Admors and Atsns do promise and agree to pay unto them the said J.G. and R.H. their Exors &c. upon Demand And Further that they the said M.M. &c. &c. shall and will at the End of the said Term hereby granted purchase and take Possession of and be intituled unto all the Horses Stock of Hay Corn Iron</p> <p>Owners to purchase the Undertakers Stock at End of the Term.</p>	<p>[Bud -98]</p>	<p>49.</p> <p>Timber Deals Ropes and other loose Stock of and belonging to them the said J.G. and R.H. &c. and by them employed about or for the Use of the said Colliery or paying the said J.G. and R.H. their &c. for the same on the 5th. Day of January next after the End and Expiration of the said Term according to a Valuation to be thereof made by two indifferent Persons to be appointed as aforesaid</p> <p>And in Consideration of the said Covenants and Agreements hereinbefore contained on the Part of the said J.G. and R.H. their &c. to be observed and performed the said M.M. &c. for themselves jointly and severally and for their several and respective Exors Admors and Atsns do and each and every of them doth covenant promise and agree to and with the said J.G. and R.H. their &c. by these Presents in Manner following (that is to say) That they the said M.M. &c. &c. shall</p> <p>Owners to pay Undertakers certain Prices.</p>
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<p>50.</p> <p>and will well and Truly pay or cause to be paid to the said John G. & R.H. their &c. the Sum of 10^s.. 3^d. of lawful Money of Great Britain for every Newcastle Chaldron of Coals (such Measure as aforesaid) which during the Continuance of the said Term hereby demised shall be so wrought out of</p> <p>10^s. 3^d. P. Cha. for Low-main.</p>	<p>[Bud -98]</p>	<p>51.</p> <p>and which said several Sums of 10^s.. 3^d. and 11^s.. 3^d. per Chaldron respectively They the said J.G. and R.H. do for themselves and</p> <p>for their respective Exors Admors or Atsns – hereby consent and agree to accept of and take in full Satisfaction and Discharge of all Expences for or attending the Sinking</p>
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and from the Low-main Coal of the said Colliery or Coalmines brought to Bank led to and delivered from the said Staith or Spouts as aforesaid by the said J.G. and R.H. their &c. And the Sum of 11^s.. 3^d. of the like lawful Money for every Newcastle Chaldron of Coals (such Measure as aforesaid) which during the Continuance of the said Term hereby demised shall be so wrought out of and from the high Seam Coal of the said Colliery or Coalmines brought to Bank led to and delivered from the said Staith or Spouts by the said J.G. and R.H. their &c.

of a Pit Working Drawing to Bank Leading and Delivering of the said Coals of the said Colliery at and from the said Staith or Spout as aforesaid And it is further declared covenanted and agreed that the said Rate or Price shall be paid at the Times and in Manner following (that is to say) at the End of every Fortnight from the 5th. Day of July last past the Sum of 15 Sh. for every Score of Coals wrought and drawn to bank with a 20 Peck Corf and in the same Proportion for all Coals wrought with a larger or smaller

52. [Bud -98]
 12 Sh. P. Score for High Seam wth. 16 Peck-Corf.
 To settle and Pay Balance twice in the Year. _____
 To be paid for

Corf out of the said Low-main Coal Seam And the Sum of 12 Shillings for every Score of Coals wrought and drawn to Bank with a 16 Peck Corf and so in Proportion as aforesaid out of the High-Seam Coal of the said Colliery and the Remainder of the said several as Sums or so much thereof respectively as shall appear to be due shall be paid to the said J.G. and R.H. their &c. at two Days in every Year of the said Term of seven Years (that is to say) on the 5th. Day of January and the 5th. Day of July in every Year by even and equal Portions and Number of Chaldrons wrought led and delivered as

53.

Undertakers may supply Workmen &c. with Fire-Coal. Also for Engines, Machines, &c.

and deliver thereon, or on Board of Keels or Vessels each Waggon to hold and contain 24 Bolls such Measure as aforesaid The said Waggons to be admeasured and the said J.G. and R.H. to inspect the Staithmans Book and to take Copies thereof from Time to Time as Occasion shall or may require and be thought necessary And also that it shall and may be lawful to and for the said J.G. and R.H. their Exors &c. during the Continuance of the said Term to provide and supply the Pitmen Workmen & Servants who shall be employed in or about the said Colliery with their common Fire-Coal from any of the Pits of the said Colliery and also

Coals either aforesaid shall be ascertained by the Number delivered on the of Waggon to be entered in the Staithmans Staith or on Book of the respective Coals led to the Board Keels &c. Staith or Spouts of the said M.M. &c. their

sufficient Quantities of Coals for the Use of the Fire Engine or Fire Engines and Machines of or belonging to the said Colliery (such last

54.

[Bud -98]

mentioned Fire Coals and Engine & Machine Coals to be of an inferior Quality and unfit for the London Market or Coast Trades) without paying any Thing or rendering any Account for the same and without bringing the same Account to the Account of the Workings of the said Colliery And also that they Owners to pay Landlords Rents, &c. &c. the said M.M. &c. &c. their &c. &c. shall & will pay or cause to be paid all the said Colliery Rents and also the Land Tax to become due and payable for the said Premises And also shall and will at their own Costs and Charges keep in good and sufficient Repair all the Gears at and belonging to the Staith and Spouts And further Owners may build Engines during the Term. Undertakers to work them. that if at any Time or Times during the Continuance of this Demise it shall be adjudged necessary by the said M.M. &c. &c. their &c. to erect and build any

55.

other Fire Engine or Engines in Order the more effectually to win and work the said Colliery and Coalmines then and in such Case the said M.M. &c. their &c. shall and will at their own proper Cost & Charges erect and build such Fire Engine or Fire Engines in a complete & effectual Manner and shall and will pay or allow unto the said J.G. and R.H. their &c. a reasonable Compensation for Working such new Fire Engine or Fire Engines when erected and built such Compensation to be fixed by two Persons indifferently chosen by the said Parties hereto and also Owners to pay for new Erections and Excess of Valuation that if at the End and Expiration of the said Term hereby granted the Materials and Things specified in the Inventory or Schedule hereunder

56.

[Bud -98]

written or hereunto annexed shall be of greater Value than the same were at the Time of Commencement of the Demise

57.

and R.H. their &c. for the same according to a valuation to be made thereof (in Case the Parties themselves cannot agree) by two

or if at any Time or Times during the Continuance of the said Term ant necessary Additions shall be made by the said J.G. and R.H. their &c. to the aforesaid Mate-rials and Things or to the Buildings or Erec-tions belonging to or used for the said Colliery for the better and more effectually carrying on of the same (which it shall and may be lawful for them the said J.G. & R.H. their &c. to erect build or make) and shall remain on the Premises at the End of the said Term Then and in such Case the said M.M. &c. their &c. shall and will within the Space of 6 Months next after the End and Expiration of the said Term hereby granted pay the said J.G.

Yearly –
~~Half Yearly~~
 Acc^{ts}. to be sett^d.
 between Parties.

indifferent Persons skilled in the Coal-Trade one whereof to be chosen by the said M.M. &c. their &c. and the other by the said J.G. and R.H. their &c. And it is hereby mutually declared and agreed by and between the said Parties to these Presents That an Acc^t. in Writing shall be made stated adjusted & settled between them on the fifth Day of July the continuance of in every Year during ^ the said Term of 7 Years touching and concerning the Working of the said Colliery and Coalmines and the Coal to be wrought led and vended as well from Staith or Spouts as from the Coal Pits or Heaps of or belonging to the said Colliery and of all other Matters Transactions and Things to

58.

[Bud -98]

Owners to
 have Stock
 of Coals at
 End of Term

be done by the said Parties in Pursuance of these Presents and at the same Time all such Monies as shall then appear to be due unto the said J.G. and R.H. their &c. shall be immediatly paid unto them by the said M.M. &c. their &c. And it is also mu-tually declared and agreed upon by & between the said Parties to these Presents that all Stock of Coals which at the Expiration of the said Term shall be or remain in the Said Staith or Spouts or at the Pit or Pits of or belonging to the said M.M. &c. their

Clause for
 Arbitration.

Colliery were valued to the said J.G. and R.H. at the Commencement of this Demise And that the said Martin M. &c. &c. their &c. shall well and truly pay or cause to be paid unto the said J.G. and R.H. their &c. the Amount of such Valuation accordingly And lastly it is hereby further mu-tually declared and agreed upon by and between the said Parties to be these Presents and the said M.M. &c. &c. for themselves and their respective Heirs Exors Admors & Atsns do hereby jointly and severally cove-

59.

&c. And the same shall be measured and the Quantity thereof as ascertained in such Manner as usual on such the like Occasions and a Valuation shall be made thereof in like Manner as the Coals remaining on the said Staith or Spouts and at the Coal Pits and Heaps of the said

nant-promise and agree to and with the said J.G. and R.H. their &c. and they the said J.G. and R.H. for themselves and the irrespective Heirs Exors Admors and Atsns do hereby jointly and severally covenant-promise and agree to and with the said M.M. &c.

60.

[Bud -98]

that if at any Time or Times during the Continuance of the said Term hereby granted or after the Expiration thereof any Dispute or Difference shall arise or Happen touching the Working Leading or Vending any of the Coals so to be wrought out of the said Colliery as aforesaid or touching or concerning the Appointment or Valuation of the Fire Engines Coal Gins Waggons Waggon Ways or Stock of Materials of or belonging to the said Colliery or touching the Construction and Meaning of these Presents or of any Matter Clause or Thing herein contained or otherwise howsoever touching or concerning or in anywise relating to the Working or Carrying on the said Colliery or Coalmines Then and in every such Case and so often as such Disputes and Differences shall arise or happen the same shall



61.

from Time to Time be referred to two Viewers or other indifferent Persons skilled and conversant in the Coal Trade to be nominated and appointed as Arbitrators the one of them by and on the Part and B'half of the said M.M. &c. their &c. and the other of them by and on the Part and Behalf of the said J.G. and R.H. their &c. And in Case such two Persons cannot agree in their Determination then the same shall be settled and determined by a third Person to be named by the said two Arbitrators as Umpire soalways as the Award or Determination of the said Arbitrators or Umpire be made in Writing and signed by them or him and ready to be delivered to the said several Parties to these Presents their several and respective Heirs Exors Admors or Atsns or such of them as shall require

62.

[Bud -98]

the same within the Space of One Calendar Month next after such Choice or Nomination as aforesaid And if at any Time upon any such Dispute or Difference so happening as aforesaid an indifferent Person shall be nominated as an Arbitrator or Referree by the said Lessors or Lessees or their respective Representatives and either of them the said Parties or their respective Representatives shall neglect or refuse for the Space of 6 Days after Notice in Writing to be given to him or them by the other of the said Parties so nominating one Person as an Arbitrator as aforesaid to nominate and appoint one other indifferent Person to be an Arbitrator Referree then and in every such Case such one Arbitrator or Referree so nominated and –

63.

appointed as aforesaid shall proceed alone to make his Award of and concerning the Dispute or Difference referred to him and such Award so to be made by him in Writing as aforesaid and ready to be delivered to the said several Parties to these Presents or their several or respective Representatives or such of them as shall require the same within the Space of one Calendar Month next after such his nomination and Appointment shall be final and conclusive to the said several Parties to these Presents their several and respective Heirs Exors Admors and Atsns And it is hereby also agreed that every Award so to be made as aforesaid shall and may be made a Rule of his Majesty's Court of Kings Bench at Westminster In Witness whereof the said Parties to these

64.

[Bud -98]

Presents have hereunto set their Hands and Seals the Day and Year first within written

M.M
W.R.
J.C.
A.S.
J.S.

65.

Inventory or Schedule of Materials &c. referred to by the annexed Indenture of Lease for working Cowpen Colliery.

	£.	s.	d.	£.	s.	d.
Wood Materials at the Main Engine	267	1	8			
Iron D ^o . — at D ^o . —————	772	1	1¼			
Cast Iron D ^o . — at D ^o . —————	1368	3	7			
Lead Brass and Copper at d ^o . ———	579	16	6			
Main and Cross Brattish at d ^o . ———	243	18	—	3171	0	10¼

J.M.

Sealed and delivered &c.
&c. in Presence of

Rob:^t. Pearson
Cuth: Brown

Wood Materials at West Pit Machine	81	8	9½			
Lead Brass and Solder at D ^o . _____	4	4	—			
Iron _____ at D ^o . - - - - -	61	17	10¾			
Cast Iron _____ at D ^o . _____	297	14	9½	445	15	5¾
Bolton & Watts Materials for the East Pit Machine — “ —	576	10	—			
Wood Materials _____ at d ^o .	121	12	11½			
Cast Iron - - - - - at d ^o .	195		11½			
Iron _____ at d ^o .	175	14	9½			
Lead Brass & Copper - - - - at d ^o .	28	6	8	1037	5	4½
Carried over - -			£	4653	11	8½

66

	£	s.	d.
Bro ^t : over _____	4653	11	8½
Materials in and about the Store house - -	425	12	2
Ditto underground in West Pit _____	293	11	4½
D ^o . _____ in East Pit - - - - -	22	16	2
D ^o . at and about the Pits above Ground —	166		4½
Waggon Way and Branches - - - - -	281	17	8¼
Waggon Materials _____	183	18	8
Main Staith - - - - -	369	6	0½
Materials in Ross Yard _____	63	8	
Wright Shop - - - - -	29	8	1
Smiths' D ^o . _____	69	16	11
Railing round Garden in Square - - - - -	21	14	
£	6581	1	2¼

[Bud -98]

67.

Memorandum. It was agreed by the Parties at the Time of valuing the above mentioned Materials &c. that the Wood Iron Brass and Lead should at the End of the Term be revalued at the same Prices as then valued at (except as to the Materials in the Store House) after making a fair Allowance for Wear and Tear during the Term of the annexed Indenture of Lease

M.M
W.R.
J.C.
A.S.
J.S.