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Copy

17th January 1764

Sir Gilfrid Lawson Bart and Robert Shafto Esqr

to

Mr Newark Hudson & Prs

A Lease of a Colliery in the Manor of Washington, and Way-Leave to the River-Wear, and Staith-Room there.

For the term of 31 Years, commencing 25th March 1764.

Terminating March 25 : 1795.

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This Indenture made the Seventeenth Day of January in the fourth 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 forty four, Between Sir Gilfrid Lawson of Brayton in the County of Cumberland Baronet, and Robert Shaftoe of Whitworth in the County of Durham Esqr of the one part, and Newark Hudson of FatfieldStaiths in the said County of Durham Gentleman, Susannah Jenison of the City of Durhamin the said County of Durham, Widow, Robert Shafto of Benwell in the County of Northumberland Esquire, Jennison Shafto of Wratting in Cambridgeshire Esquire, Mark Milbanke of Chester-Deanery in the said County of Durham Esquire, Matthew Carr of Ryehope in the said County of Durham Esquire, and Robert Inman of Sunderland near the Sea in the said County of Durham Coal-Fitter of the other Part. Witnesseth that for and in the Consideration of the yearly Rents, Sum and Sums of Money, Covenants and Agreements hereinafter mentioned and referred on the Part and Behalf of the said Newark Hudson & Co. to be paid done and performed and for divers other good Considerations thereto moving the said Sir Gilfrid Lawson and Robert Shafto of Whitworth have and each of them hath demised, granted and to farm letters, and by these presents do, and each of them doth, demise, grant, and to farm let unto the said Newark Hudson & Co. their Exrs, Admrs and Ass. all those Coal Mines, Coal Pits, Collieries Seam and Seams of Coal,

as well opened, as not open, lying, being and remaining within and under and which can shall ~~and~~ or may be had, sought for, digged, won, wrought, obtained and gotten forth and out of all and every ~~and~~ or any part of the Fields, Closes, Lands and Grounds hereinafter mentioned and also named, described and laid down in the Plan hereunto annexed (that is to say) The Engine Field, Todds Close, Robsons Close, Rake, North Part of Sparrows High Field, South Part of Sparrows High Field, and Bracks Close, which said Fields, Closes, Lands and Grounds are coloured with Blue in the said plan, and do belong to the said Sir Gilfrid Lawson and are now in the possession of Mr James Brack or his undertenants, and contain together One Hundred and Forty Two Acres and ten Perches or

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thereabouts, The Lib-Lads, North Part of Whitefield, Middle Part of Whitefield, South Part of Whitefield, High Ox-Close, Middle Ox Close, Low Ox-Close, and the Ox-Close Gill, which last mentioned Fields Closes, Lands and Grounds are coloured with red in the said Plan, and do belong to the said Robt Shafto of Whitworth, and are now in the Possession of John Wake and Richard Wylam or their Undertenants and contain together, One Hundred forty seven Acres three Roods and thirty-three Perches or thereabouts, and all the said Fields, Closes Lands and Parcels of Ground are lying and being on the South-West Side of the Manor of Washington in the said County of Durham and within the Town, Township, Precincts and Territories of Washington aforesaid and adjoin upon the Grounds of the Reverend Doctor James Musgrave and the Glebe Land of Washington on or towards the North other Grounds belonging to the said Robert Shafto of Whitworth on or towards the East, Harraton-Outside Grounds on or towards the South, and Birtley Fell on or towards the West, together with full and free Liberty and Licence to and for the said Newark Hudson and Co. their Exrs and Admrs Workmen, Servants, Agents or Assigns within all or every, or any of the said Fields, Closes, Lands and Grounds to dig, sink, rid, winn, work and make Pit and Pits, Trench or Trenches, Grove or Groves, and to drive Drifts ~~or~~ and Drifts Water Gate & Water-Gates, Water Course or Water Courses as well for the Winning, Working, Obtaining and Getting of Coals forth and out of the said Colliery and Coal-Mines, as for the avoiding and Conveying of Water, Air and Styth, with full and free Liberty & Licence to erect and build or cause to be erected and built in and upon the said Fields, Lands and Grounds such House or Houses, Hovel or Hovels, Shed or Sheds, Gin or Gins, Fire Engine or Fire Engines or other Engine or Engines of what Sort, Quality or Fashionsoever the same be as shall be any Way or Ways needful or requisite as well for the Standing, laying and placing of all and every the Work Horses, Work Geer, or Utensils to be used or employed in or about the Winning, Working, Managing, and Carrying on of the said Coal-Mines and Collieries and every or any Part or Parcel thereof as for the obtaining & getting of Coals forth and out of the same, and also, to win & get Stones, and to dig Clay, and make and burn the same into Bricks, within and upon any of the said Fields, Lands and Grounds for the erecting and building of all or any such Houses, Hovels, Sheds, Gins,

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Engines or other Buildings only, but for no other Purpose, and also sufficient and convenient Ground Room and Heap Room for the laying placing of all such Coals, Stones and Gravel, Sand, Metal and other Rubbish as shall proceed to be had, gotten or come forth and out of the said Coal-Mines and Collieries in the Winning and working of the same and also sufficient and convenient Way Leave or Liberty and Passage from Time to Time and at all Times during the Term of Years hereinafter mentioned and expressed to and for the said Newark Hudson & Co. their Exrs, Admrs, Servants, Workmen and Assigns to take, lead and carry away with Horses, Carts and Wains, Waggon or any other Carriages whatsoever all and every or any of the Coals to be had, won, wrought or gotten forth and out of the said Coalmines and Collieries in through over and upon and along all and every or any of the other Fields, Closes, Lands and Grounds abovementioned and every or any Part or Parcel thereof together also and with full & free Liberty Power and Authority to and for the said Newark Hudson & Co. their ExrsAdmrs Servants, Workmen or Assigns at all and every Time or Times during the Term hereinafter mentioned, to make, lay fix, place and use one or more Waggon Way or Waggon Ways, By Way & By Ways and to lay and make convenient Bridge or Bridges, Mount or Mounts, Battery or Batteries, Branch or Branches to or from the same in through over and along the Fields, Closes, Lands & Grounds hereinbefore mentioned, and also such as are hereinafter mentioned, and also named, described, laid down and coloured with Green in the Plan hereunto annexed (that is to say) the Twizells and the BroomyNookes belonging to said Robert Shafto of Whitworth, the South Field on the Back of the Barn, the Halls Nookes the South two little Fields and Washington Wood Farm belonging to the said Sir Gilfrid Lawson unto the River Wear opposite to Cox-Green, and to make, lay, fix, place and use one or more Waggon Way or Waggon Ways, Side Way or Side Ways, Branch or Branches, Bridge or Bridges, Mount or Mounts, Battery or Batteries or other Way or Ways, in, upon, through, over and along any other Part of the Lands ~~and~~ or Grounds of the said Sir Gilfrid Lawson, and Robert Shafto

of Whitworth or either of them within the said Manor of Washington (except the Houses, Out-Houses, Buildings Courts, Yards, Backsides, Gardens, Orchards, Plantations and Stack Garths of the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them now standing, lying ~~and~~ or being within the said Manor of Washington towards the River Wear so far as the said Sir Gilfrid

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Lawson and Robert Shafto of Whitworth or either of them have Right, Power or Authority to grant the same from all and every, or any of the Pit or Pits belonging to or used for the obtaining and getting of Coals forth or out of the said demised Coal Mines or Collieries but from no other Pit or Pits, Coal-Mine or Coal-Mines, Colliery or Collieries whatsoever, and to lay and fix Rails, Sleepers, Timber, Iron, and all other Materials whatsoever necessary for the Making and Laying such Waggon Way or Waggon Ways, Branch or Branches, and also to amend or Repair the same Waggon Way or Waggon Ways, Branch or Branches every or any of them, such Waggon Way or Waggon Ways, Side Way or Side Ways Branch or Branches not to exceed 14 yards in Breadth (Gutters included) unless where the Mounts, Bridges or Cutts shall necessarily require a greater Breadth and so as there shall be only one Main-Way and one Bye-Way made and used at the same Time over and besides the necessary ~~same~~ Branches and also to all and every other Act or Acts, Thing and Things and to have and use all and every other Act or Acts, Thing and Things and to have and use all and every the Liberties, Ways, Easements, Profits, Commodities, Advantages, and Appurtenances whatsoever to the Colliery and Coal Mines belonging or in anywise appertaining and useful and convenient for the Winning and Working thereof with as little Damage or Spoil of Ground can or may be made or done by using the several Liberties and Priviledges above demised and also full and free Liberty and Licence and for the said Newark Hudson & Co. their ExrsAdmrs and Assigns at their own proper Costs and Charges to build erect and make use of from Time to Time one Staith or Key upon that Part of the Grounds of the said Sir Gilfrid Lawson at Washington Wood Farm aforesaid lying contiguous to, or adjoining upon the River Wear between the West End of a Key there belonging to the said Sir Gilfrid Lawson and the Grounds of the Reverend Doctor James Musgrave containing in Length in the Front thereof facing the River Wear, Sixty-Six Yards or thereabouts and in Breadth from the Front thereof backwards or behind the said Staith (but so as not to incommode the Farm house there belonging to the said Sir Gilfrid Lawson in the Possession of Robert Thompson) not exceeding 20 Yards or thereabouts from the said River Wear backwards

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to the said Farm house and Buildings and 40 Yards or thereabouts from the said River backwards to the Hill or Bank of the Grounds of the said Sir Gilfrid Lawson there upon that part of the said Grounds now dowelled and set out for that Purpose, and to extend no further into the said River Wear than the Acts of Parliament for the Preservation and Improvement of the said River Wear and the Port and Haven of Sunderland will allow, and also full Power and Authority to erect and build a Truck or Trunks, and a Cover or Covers thereon upon the said Staith within the limits aforesaid, and also to build, erect, and make use of a proper and convenient Ongate and Offgate to and from the said Staith and Trunks so intended to be erected as aforesaid, together with Breast Walls for the support of the said Ongate and Offgate, and also full power to lay, moor and fasten, Keels, Boats and Lighters at or before the Face or Front of the said Staith hereby demised within the Limits aforesaid during the Term hereby granted, but not to prejudice the Exercise of the like Right by the said Sir Gilfrid Lawson and Robt Shafto of Whitworth, or either of them, their, or either of their Heirs or Assigns in their or either of their own Grounds exclusive of the said Staith or Key, and also full Power, Liberty and Authority to build and erect a convenient Dwelling house, Stables or any other Offices or Buildings upon the Piece or Parcell of Ground which is now dowelled and set out behind the said Staith for erecting and placing the same for the Abode or Habitation, Use or Conveniency of the said Newark Hudson & Co. their ExrsAdmrs and Assigns or their Staith man, except and always reserved unto the said Sir Gilfrid Lawson and Robert Shafto of Whitworth, their Heirs or Assigns and every of them all such Right, Liberty, Licence, Power and Authority as they or any of them had before the Execution of these Presents to Grant and Demise unto any other Person or Persons whatsoever (so far as the same shall not be repugnant to, or inconsistent with the Powers, Liberties and Priviledges herein granted and demised) all every or any of the Coal-Mines, Coal Pits, Collieries, Seam and Seams of Coal lying being and remaining within and under all every or any other of the Lands or Grounds of the said Sir Gilfrid Lawson and Robert Shafto of Whitworth, or either of them with in the Manor, Town, Township, Precincts and Territories of Washington

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aforesaid, and such and the like Liberties, Licence, Powers and Authorities for the Winning and Working thereof or any part thereof as herein are granted or demised, and also Leave, Licence, Liberty and Power to make the Waggon Way or Waggon Ways, Bye Way or Bye Ways within & upon any the Lands and or Grounds of the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them named described or laid down in the Plan hereunto annexed and hereinbefore mentioned, or within or upon any other the Lands and or Grounds of the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them within the Manor, Town, Township, Precincts and Territories of Washington aforesaid, and to Lead, Carry and drive and to pass and repass with Waggons loaden or empty for the Carrying of Coals, Cynders, or any other Matter or Thing over or across the said Waggon Way and Bye Way intended to be made and laid by the said Newark Hudson & Co. their ExrsAdmrs or Assigns within the said Premises or any part thereof either on Foot or Horseback or with Waggons or any other Carriages for and during such Time and Term as the said Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs and Assigns shall think fit and convenient so as the Tenant or Tenants of any Way Leave or Way Leaves for the Leading Carrying Conveying of Coals or Cynders brought from Coalpit or Coalpits, Coal-Mines or Coal-Mines, Colliery or Collieries not belonging to the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them, or without the Manor or Township of Washington aforesaid be limited and restrained to the yearly Quantity of 1500 Tens one Year with another and being allowed to make in the subsequent Years what shall be short or deficient of that Quantity in any preceding Year or Years and accounting 440 Coal Bolls to each Tenn to be brought to and rendered at the said River Wear at the Grounds of the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them not hereinbefore demised for a Staith, and also except & reserved to the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, their and either of their Heirs, Assigns, Farmers and Tenants full Liberty and Licence to pass and repass with Carts and Carriages upon and along the Way which shall be made and laid over the

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Bridge called Ox Close Bridge, and over and across the said other Way or Ways, and on Foot or on Horseback, and not otherwise, upon and along all the said Way or Ways to and for the Use and Convenience and better Cultivation
*** of their respective Farms To have and to hold all and singular the Premises mentioned or intended to be
*** hereby granted and demised with their and every of their Appurtenances (except as before excepted) and every Part and Parcel thereof unto the said Newark Hudson & Co. their ExrsAdmrs or Assigns from the 25th Day of March next ensuing the Date hereof for and during and unto the full End and Term of 31 Years from henceforth next ensuing fully to be compleat and ended yielding and paying therefore yearly and every Year during the said Term unto the said Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs or Assigns the several yearly Rents or Sums of Money hereinafter mentioned (that is to say) the Rent or Sum of 25/0d per Ten for every Ten of Coals of the Main-Coal and the Rent or Sum of 20/0d per Ten for every Ten of Coal of any other Seam or Seams of the said Colliery hereby demised (if any such shall be wrought) each Ten to consist of 440 Coal Bolls and accounting 22 Waggons to every Ten of the said Coals, each Waggon to contain and hold at the Pits 20 Bolls and each Boll to contain 36 Gallons Winchester Measure upon a fair Stroak or Streak which during the first 3 Years of the said Term hereby granted, be won, wrought, and carried away by the said Newark Hudson & Co. their ExrsAdmrs and Assigns forth and out of any of the Collieries and Coal Mines hereby demised the same to be payable and paid in Manner following (that is to say) One Moiety of the said Rents to the said Sir Gilfrid Lawson his Heirs and Assigns and the other Moiety thereof to the said Robert Shafto of Whitworth his Heirs and Assigns at two Days or Times in the Year (that is to say) upon the 29th Day of September and the 25th Day of March in each of the said Years by so much thereof at or upon the said Days hereinbefore limited and appointed for Payments thereof as the Number of Tens of Coals won wrought and carried away as aforesaid shall in each of the said three Years amount unto, and so in Proportion for a lesser Quantity than Ten and also yielding and Paying unto the said Sir Gilfrid Lawson

Marginal note:

*** Habendum for 31 Years from March 25th 1764

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and Robert Shafto of Whitworth their Heirs or Assigns from and after the Expiration of the said first three years of the said Term of 31 Years hereby demised (that is to say) from and after the 25th Day of March which will be in the Year of our Lord 1767, yearly and every Year for and during the then Residue of the said Term hereby granted the
*** certain yearly Rent of Sum of £500 of good and lawful Money of Great Britain for the

*** annual Quantity of 400 Tens of the Main Coal or 500 Tens of any other Coal to be wrought and got forth and out of the said Seams, each Ten to contain such Measure as aforesaid and the said Rent to be paid whether the said annual Quantity of the said Coal is or shall be wrought or not in Manner following (that is to say) to the said Sir Gilfrid Lawson his Heirs or Assigns one Moiety thereof and to the said Robert Shafto of Whitworth his Heirs ~~and~~ or Assigns the other Moiety thereof by half yearly Payments at or upon the 29th Day of September and the 25th Day of March in every Year by equal Portions the first payment thereof to begin and be made at or upon the 29th Day of September which will be in the Year of our Lord 1767, and also yielding and Paying unto the said Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs or Assigns from and after the Commencement of the said certain Rent of £500 per Annum (that is to say) from and after the 25th Day of March which will be in the Year of our Lord 1767 for and during all the then Residue of the said Term of 31 Years over and @@@ above the said certain Rent of £500 per Annum, the further Rent of Sum of 25/- per @@@ Ten for every Ten of the Main-Coal Seam and 20/- per Ten for every Ten of the Maudlin and Hutton Seams of Coal or any other merchantable lower Seam or upper Seam (such Measure as aforesaid) which over and above the Quantity of 400 Tens of the Main Coal or 500 Tens of any of the then other Seams of Coal (such Measure as aforesaid) shall in any one Year during all the then Residue of the said Term of 31 Years hereby granted be won wrought and carried away by the said Newark Hudson & Co. their Exrs Admrs or Assigns, Servants, Agents or Workmen from and out of the said Collieries and Coal Mines hereby demised and every or any of them, the said further respective Rents of 25/- per Ten, and 20/- per Ten for every Ten of such Coals as aforesaid exceeding the said Yearly Quantity of 400 Tens of the

Marginal notes:

*** Certain Rent of £500, for 400 Tens of Huttons or 500 tens of other Seams

@@@ 25/- per Ten for Huttons, etc

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Main Coal ~~and~~ or 500 Tens of any of the said other Seams of Coal to be paid in Manner following (that is to say) One Moiety thereof to the said Sir Gilfrid Lawson his Heirs or Assign, and the other Moiety to the said Robert Shafto of Whitworth his Heirs or Assigns, at or upon the 29th Day of September and the 25th Day of March in every Year during the then Residue of the said Term of 31 Years hereby granted by so much thereof at each of the said Days of Payment as the Number of Tens of Coals wrought out of and carried away from the said respective Seams in every preceding half year during the last 28 Years of the said Term shall amount unto over and above and exceeding the said Quantity of 400 Tens of the Main Coal or 500 Tens of any of the said other Seams of Coal and so in proportion for any lesser Quantity than a Ten, all and every of which said several Rents or Sums of Money hereby reserved and made payable shall be payable and paid without any Abatement or Deduction whatsoever forth ~~and~~ or out of the said several Rents or Sums of Money above reserved or any of them for or by Reason or Means of any Manner of Taxes, Assessments or Impositions, parliamentary or parochial or otherwise howsoever which now are or shall during the said Term of 31 Years hereby granted be laid taxed or imposed upon the said several Coal-Mines, Collieries, Way-Leaves and Premises hereby demised or any part or parcel thereof or upon the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them, their or either of their Heirs or Assigns by Reason or on Account or of or for in Respect of the said Premises hereby demised or any part of parcel thereof or for or by Reason of any other Matter or Thing whatsoever relating thereunto provided always, nevertheless and it is hereby agreed by and betwixt the said parties to these presents, and it is the true Intent and Meaning of these presents and of the said Parties hereunto that upon or after Default in Payment of the said several and respective Rents and Sums of Money herein and hereby above mentioned and reserved or any of them or any part of them or any of them at the said Days and Times and in the Manner and Form hereinbefore mentioned and appointed for Payment thereof, it shall and may be lawful to and for the said Sir Gilfrid Lawson & Robert Shafto of Whitworth or either of them, their or either of the Heirs or Assigns or any of them from Time to Time during the Continuance of this present Demise so often as the same shall happen not only to stop and obstruct the Waggon or Waggons and the Drivers and Horses Mares or other Cattle

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conducting and Leading the same, passing or re-passing in through over or along the said Way or Ways hereby granted or demised, but also to take, seize, and distrain at all or any of the pit or Pits of the said Colliery or at the said Staith or Staiths or upon the said Way or Ways all such Coals as shall by the said Newark Hudson & Co. their ExrsAdmrs or Assigns, or their Workmen Agents or Servants be wrought and laid above ground and also the said Waggons, Horses, Mares and Cattle and the same Coals together with the said Waggons, Horses and Cattle to take lead carry away withhold detain and keep, and to sell and dispose of the same or so much or such part thereof or of the other Effects or Materials of the said Newark Hudson & Co. their ExrsAdmrs or Assigns upon any part of the said demised Premises as shall be sufficient to satisfy and pay all and every the Arrears of the said several respective Rents and Sums of Money with the reasonable Charges of such Distress and Sale rendering the Overplus (if any) unto the said Newark Hudson & Co. their ExrsAdmrs or Assigns provided also and these presents are upon this express Condition that if the several and respective Rents or Sums of Money hereby reserved and made payable or any of them or any Part of Parcel of them or any of them shall happen to be behind or unpaid by the Space of 40 Days next over or after any of the said Days or Times of Payment whereon the same ought to be paid as aforesaid according to the true Intent and Meaning of these Presents then and in such Case it shall and may be lawful to and for the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, their and either of their Heirs or Assigns and any of them into and upon all and singular the said Coal-Mines and Premises hereby demised or any part thereof in the Name of the whole to re-enter and the same to have again repossess and enjoy as in his, their, or any of their first and former Estate, any thing herein contained to the contrary thereof in any wise notwithstanding provided also, and it is hereby mutually covenanted, declared and agreed upon by and between the said Parties to these presents severally for themselves, and for their several and respective Heirs, Exrs Administrators & Assigns and every of them, that if the said Newark Hudson & Co. their ExrsAdmrs or Assigns shall not and do not in any one or more Year or Years of the said Term from and after the Expiration of the three first Years of the said Term (that is to say) from and after

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the 25th Day or March 1767, work, dig and lay above Ground and lead and carry away from send out of the said Colliery and Coal Mines the yearly Numbers or Quantities of Tens of Coal (such Measure as aforesaid for which the said certain yearly Rent or Sum of £500 is hereby reserved and made payable, that then, when and so often as such Case shall happen it shall and may be lawful to and for the said Newark Hudson & Co. their ExrsAdmrs or Assigns in any of the following Year or Years of the said Term, in order to make up and supply such Deficiency to Dig, obtain, win, work, lead and carry away from forth and out of the said Colliery and Coal-Mines such Numbers and Quantities of Tens of Coals as shall in any one Year or Years of the said Term hereby demised after the 25th Day of March 1767 be wrought, led, and carried away short of the said yearly Quantities of Tens of Coal (such measure as aforesaid) for which the said certain Yearly Rent of £500 is hereby reserved and made payable as aforesaid, without paying any further or other Rent or Rents, Sum or Sums of Money for the Coals to be won wrought or gotten from Time to Time for the Making up and Supplying such Deficiency as aforesaid, it being the true Intent or Meaning of the presents and of the Parties hereto that the said Newark Hudson & Co. their ExrsAdmrs and Assigns shall and may yearly and every Year , or one Year with another during the said Term from and after the three first Years thereof work and get, lead and carry away out of and from the said Colliery and Coal Mines the yearly Quantity of 400 Tens of the Main Coal and 500 Tens of any of the said other Seams of Coal (such as aforesaid) for which the said certain yearly Rent of £500 is made payable as aforesaid without paying any further or other Rent or Rents, Sum or Sums of Money for the Coals to be won, wrought or gotten from Time to Time for the Making up and Supplying such Deficiency as aforesaid and the said Newark Hudson & Co. for themselves jointly & severally and for their several Heirs, Exrs and Administrators, do covenant promise and agree to and with the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, their and either of their Heirs or Assigns by these presents in Manner following (that is to say) that they the said Newark Hudson & Co. their ExrsAdmrs and Assigns or some of them shall and will from Time to Time and at all Times during the Continuance of this present demise well and truly pay or cause to be paid to the said Sir Gilfrid Lawson and Robert Shafto of Whitworth respectively, and to their respective Heirs and Assigns the said several yearly and other Rent and Rents Sum and Sums of Money herein and hereby severally mentioned and reserved at the said several

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Days and Times, and in such Sort, and Manner and Form as are hereinbefore mentioned for Payment thereof, and also, that they the said Newark Hudson & Co. their ExrsAdmrs and Assigns or some of them shall and will from Time

*** to Time during the said Term of 31 Years pay and discharge and well and sufficiently save, keep harmless,
*** and indemnified, or cause to be paid and discharged and well and sufficiently saved, kept harmless, and
indemnified, the said Sir Gilfrid Lawson and Robert Shafto of Whitworth respectively and their respective Heirs, Exrs,
Admrs and Ass. of and from all and every the Taxes, Cesses and Impositions whatsoever, as well parliamentary as
parochial which during the said Term of 31 Years shall be laid or imposed upon the said demised Premises or upon
the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them, their or either of their Heirs or
Assigns @@@ in Respect thereof or any part thereof, and also that the said Newark Hudson & Co. their Exrs Admrs
and @@@ Assigns shall & will immediately begin and continue to use their best Endeavours to win the said
Collieries and Coal-Mines hereby demised effectually from the Depth Part thereof, in such place or places as William
Brown of Throckley in the County of Northumberland, Viewer, or any other skilful Viewer shall within one Month
next ensuing £££ the Date hereof set out or appoint for that Purpose, and shall and will within the first 3 years
of the Term £££ hereby demised actually expend and lay out at least the Sum of £4000 of lawful Money of Great
Britain in the Winning the said Colliery, in Case so much Money shall be necessary to be employed for that Purpose
and further that they the said Newark Hudson & Co. their Exrs Admrs or Assigns shall and will monthly and every
Month \$\$\$ during the Continuance of this present Demise if thereunto requested by the said Sir Gilfrid Lawson
and \$\$\$ Robert Shafto of Whitworth or either of them, their or either of their Heirs or Assigns or their, or any
of their Agents and Agents to be from Time to Time appointed for that Purpose make, give and present a true, just
and %%% perfect Account in writing of all such Quantities of Coals or Tens or lesser Quantities of Coals led, as
at the %%% End of every Month or Months during the said Term shall be by them, or their Servants, Agents, or
Workmen, won, wrought, gotten and or carried away, out, of and from the said Collieries and Coal Mines hereby
&&& demised if the same be not before that Time given and presented, and further, it shall and may be lawful to
&&& and for the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, their and either of
their Agents Heirs or Assigns and their, either and every or any of their Agents or Agents from Time to Time during the

Marginal notes:

*** Lessees to pay all Taxes, Cesses, etc

@@@ To win at the full Dip

£££ To expend in the first 3 years £4000

%% To make Presentatn to Lessors

&&& Liberty to inspect Overman's and Staithman's Books

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Continuance of this present Demise to have free Recourse and Liberty to look into, Inspect and peruse the Overmens
Accounts to ascertain the Number of Scores wrought, and the Staithmans Books of Presentments relating to the
Leading of Coals to be wrought and led out of and from the said Colliery and Coal Mines hereby demised in Order to
be informed of the Numbers and Quantities of Tens of Coals which shall from Time to Time be led and carried away
*** from any of the Pit or Pits of the same Collieries and Coal Mines hereby demised and for that Purpose the
*** said Overmen and Staithmen shall keep sepearte and distinct Books of Accounts of the Workings and
Leadings of Coals from the said demised Collieries and Coal-Mines, and further that it shall and may be lawful to and
@@@ for the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, or their, and either of
@@@ their Heirs or Assigns and every or any one of them from Time to Time and at any Time or Times during the
Continuance of the present Demise at their own proper Costs and Charges to keep employ and appoint any Person
or Persons as Writer at the Pits of the said Colliery hereby demised to take and set down in Writing an Account of all
the Number of Scores of Coal wrought and Quantities of Tens of Coals led from Time to Time during the Continuance
£££ of the said Term from the said demised Coal Mines and Collieries and further, that it shall and may be lawful
£££ to and for the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, their and either of
their Heirs or Assigns and their, and either, and every and either or any of their Servants or Agents from Time to Time
& at any Time or Times during the Continuance of this present Demise to stop, detain, measure, gauge and mark all
and every or any of the Waggons or other Carriages to be used or employed in the Leading & Conveying of Coals
from the said Collieries and Coal-Mines so as the same be not measured, gauged, and marked above once a Month
unless the Gauge Measure or Mark of such Waggon be altered, upon such Alteration it shall and may be lawful for

thesaid Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, their and either of their Heirs or Assigns and their, either, every or any of their Servants or Agents to stop, detain, measure, gauge and mark the said Waggons over again in Order for and to the Intent and Purpose that the exact Quantity or Number of such Tens of Coals to be wrought and led may be more easily known and ascertained, and in case by such Measuring or %%%

Measurings of such Waggon or Waggons Carriage or Carriages it doth or shall appear that all or any of them %%% shall hold or contain any more or greater Quantities of Coal than is hereinbefore mentioned and agreed to be carried therein, that then and in such Case the Quantity ~~and~~ or Quantities of such Coals which happen to be carried or led in the said Waggons or Carriages

Marginal notes:

*** Overmen to keep sepearte and distinct Books

@@@ Lessors may employ a Writer at the Pits

£££ Liberty to measure, gauge the Waggons

%%% To be pd. for overplus Measure

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above mentioned or any of them over and above the Quantity herein agreed to be carried therein, shall be reckoned and accounted from the last before Measuring of such Waggon or Waggons, Carriage or Carriages, and that such over-measure and every part thereof shall be charged and chargeable from the last Measuring of such respective Waggons (or Carriages) with the several or respective Rents and Sums of Money hereby reserved and made payable, and further, that the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbank, Marthw. Carrand Robert Inman their Exts Admrs and Ass. shall and will well and truly pay or cause to be paid unto the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them their and either of their Heirs or Assigns all and every such Sum or Sums of Money as shall from Time to Time during the said Term of 31 Years arise or happen for or by Reason of such over Measure as aforesaid proportionably at and after the several and respective Rents or Sums above, in and by these Presents severally and respectively reserved and at the Days and Times abovementioned for payment of the said yearly Rents without Making any Manner of Deductions as aforesaid and further that the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto,

*** Mark Milbank, Matthew Carr, and Robert Inman their Exts Adms and Ass shall and will during the

*** Continuance of this present Demise work the said Colliery and Coal Mines fairly and orderly according to the usual Method and Manner of Working Collieries upon the River Wear, and in the Working, Managing, and Carrying on the said Colliery and Coal Mines shall and will leave such Walls ~~and~~ or Pillars as, according to the Judgement of the Viewers (one of them to be chosen by the Lessors, the other by the Lessees) shall be thought, good, sufficient and substantial Walls or Pillars where necessary to be left for preserving the said Colliery and Coal Mines, and keeping open all the Drifts and Water Courses thereof, and where necessary set up Props of Wood or Stone to support the Roofs for the avoiding of Creeps or Thrusts, and which Walls and Pillars shall securely admit of a proper and convenient second Working in each of the said Seams of Coal and that they the said Newark Hudson, Susanah @@@ Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbank, Matthew Carrand Robert Inman their Exts @@@ Admrs ~~and~~ or Ass. shall and will begin to work the Walls and Pillars of the Upper Seam first, and so proceed regularly downwards from Seam to Seam, and always work the Walls and Pillars in the Upper Seam entirely away before the Walls and Pillars in the Seam next below it be begun to be wrought and also shall and will always have the Air Courses, Water-Courses, Drifts &

Marginal notes:

*** To work the Colliery fair

@@@ Covt. about the Order of Working the Seams

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Shafts secure well timbered and in good Order and Condition and shall not do or commit, or willingly, wittingly, or negligently suffer to be done any wilful Act whereby the said Colliery and Coal Mines hereby demised or any of them shall or may be drowned, lost, destroyed, damaged or rendered unworkable in any Manner whatsoever or which or *** which may occasion or bring any Creep or Thrust upon the same, and in the first Working the several Seams *** of Coal, shall not work any of the Walls or Pillars of any of the said Seams until the Whole-Coal in such of the said Seams in which the said Walls and Pillars shall be proposed to be wrought shall according to a regular and orderly Course of working the Seam be wrought be wrought out unless according to the Judgement of two Viewers (the one to be chosen by the Lessors the other by the Lessees) it be determined that the Working of such Walls & Pillars may be carried on without any Prejudice to the said Collieries and from and after the Working away such Whole Coal the said Lessees may proceed to work the Walls and Pillars in such Method and Manner as aforesaid @@@ only, and not otherwise and also, that the said Newark Hudson, Susannah Jenison, Robert Shafto, of @@@ Benwell, Mark Milbank, Matthew Carr, and Robert Inman their Exrs Adms and Assigns, shall and will in Working the said Collieries leave a sufficient Bulk, Warren, or Barrier of Whole Coal unwrought on every side around the said demised Colliery, and between the Colliery hereby demised and all & every the other which surround and are adjacent or adjoin thereto of the Thickness of 40 Yards at least in Case there be Whole Coal of that Thickness, and without Pairing, Thinning or otherwise reducing the same, and further that it shall and may be lawful to and for £££ the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them their and either of their Heirs £££ and Assigns, and their and either, every or any of their Viewers, Agent or Agents by them, either or any of them employed or appointed for that Purpose at any Time or Times during the Continuance of this Demise to descend by the Ropes, Rollers or Engines used at any of the Pit or Pits, Shaft or Shafts of or belonging to the said Colliery and Coal Mines, or by the Ropes, Rollers or other Materials of the said Lessees into the said Colliery and Coal-Mines to View, Line, Measure, Inspect and Survey the Working of the said Colliery and Coal Mines and see that the same be fairly and regularly wrought according to the true Intent and meaning of these Presents, and by the %%% same Means to ascend and come up the said Pits and Shafts provided nevertheless the said Working Pits or %%% Shafts and Workings shall not be viewed as aforesaid above once in twenty-four Hours, and so as the Working of the said Colliery is not thereby obstructed more than Necessity may require and further that they the said Newark

Marginal notes:

*** To work no Walls during the first Workg.

@@@ Barrier of 40 Yards.

£££ Liberty of Inspection.

%%% not more than once in 24 hours.

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Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbank, Matthew Carr, and Robert Inman their Exrs Adms & Assigns shall and will at all Times during the Continuance of this present Demise at their own proper Costs and charges set up, maintain, uphold and keep in Repair a sufficient Number of Gates, Stoops, Rails and Styles in and upon the said Coal Way or Coal-Ways, Leading to and from the said Coal-Mines and Collieries to the River Wear, and towards or from the River Tyne also, if any such Way or Ways shall be by them used, and keep and employ a sufficient Number of Gate Keepers to shut and keep the said Gates, Stoops and Rails locked at all Times except when the Carriages are going and at work, and to look to, and watch the said gates and Rails when the Carriages are going and at Work so as to prevent Damage by trespassing of Cattle upon the said Lands, Fields, Closes *** and Grounds into or through, or along which the said Way or Ways are or shall be laid, and shall not nor will *** at any Time during the present demise do or make any wilful or unnecessary Damage or Spoil of Ground in the Making or Laying any Waggon Way or Waggon Ways or any other Way or Ways in or through the said Lands, Fields, Closes and Grounds or any other unnecessary Thing by Virtue or in Pursuance of the Liberties, Priviledges and Powers hereby given, but shall and will in the using the Liberties and Powers aforesaid do as little Damage and Spoil @@@ in or upon the Premises as conveniently may be and shall not sink or do any Damage in or to any Houses, @@@ Walls, Buildings, Garths, Orchards or Gardens in or upon the said Premises or any Part thereof, but shall leave Whole Coal unwrought under the same, and in Default thereof the said Lessees shall pay or cause to be paid to the said Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs and Assigns respectively all Manner of

Damages Costs and Expences that they or any of them or their or any of their Tenants shall sustain or suffer by the Working of the Coals under the said Houses, Walls, Buildings, Garths, Orchards or Gardens in or upon the said
£££ Premises or any Part thereof and shall and will from Time to Time and at all convenient Times during the said
£££ Term hereby demised draw or cause to be drawn to-bank all such Manure as shall be bred in the Working of the said Colliery hereby demised, in Order to prevent the same from taking Fire or otherwise endangering the working of the said Colliery and Coal-Mines and shall and will permit and suffer the said Sir Gilfrid Lawson and Robert Shafto of Whitworth respectively and their respective Heirs

Marginal notes:

*** Not to make any wilful Damage of Ground.

@@@ Not to do any Damage to the Houses &c.

£££ To draw the Manure.

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*** and Assigns, or their respective Tenant or Tenants of the Lands or Grounds under which the said Coal-Mines
*** shall be wrought acting by the Directions of Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs or Ass respectively from Time to Time during the said Term to take, lead and carry away to their own Use and Uses respectively in Manner following all such Manure shall be drawn to bank at the Shafts of the said Colliery (that is to say) one Moiety of all such Manure by the said Sir Gilfrid Lawson his Heirs or Assigns or his and their Tenant or Tenants, and the other Moiety by the said Robert Shafto of Whitworth his Heirs or Assigns or his and their Tenant or
@@@ Tenants and shall and will from Time to Time and at all Times hereafter during the present Demise, cover up
@@@ and timber over, or otherwise well and sufficiently fence round all the said Pits and Shafts as and when they desist from working the same, lest any People, or any of the Goods or Chattels of the said Tenant or Tenants or any other Person or Persons should fall into the same or receive any Damage thereby, and in case any Damage shall
£££ happen by Reason of any of the Pit or Pits, Shaft or Shafts lying uncovered or unsecured as aforesaid shall
£££ satisfy the same to the Person or Persons suffering such Damage and also shall save harmless and indemnified the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and each of them their and each of their Heirs, Exrs, Administrators and Ass. and every of them of and from the same and of and from all Actions, Costs & Damages which can shall or may grow happen or arise thereby or by Reason or Means thereof and shall and will
%%% from Time to Time and at all Times during the said Term over and above the said Rents hereby reserved pay
%%% and satisfy unto the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and either of them, their and either of their Heirs and Assigns, and every of them and either, each and every of their Tenants and Farmers all such reasonable Damages as shall be done or committed by the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their Servants, Agents or Workmen in and upon the said Lands and Premises or in and upon the Grass, Hay or Corn to be growing thereupon as they the said Sir Gilfrid Lawson and Robert Shafto of Whitworth, or either of them, their and either of their Heirs or Ass. or their or either of their Tenants or Farmers shall or may have bear or sustain for or by Reason or Means of the several Ways, Waters, Sinkings & Workings of the said Colliery and Coal-Mines, or any of them or any Thing to be done by the said Newark Hudson, Susanah Jenison,

Marginal notes:

*** Leave to take away the Manure in Moieties.

@@@ To secure the Shafts, &c.

£££ To pay Damg. from open Pits.

%%% To pay all reasonable Damages.

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Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, MattwCarr and Robert Inman their ExrsAdms or Assigns or their Servants, Agents or Workmen in or upon the said Lands and Premises or any Part thereof, or for or by Reason or Means of any Trespass or Damage unto the Corn or Grass from Time to Time growing upon the said Land and Premises occasioned by Neglect in not well and sufficiently keeping, Maintaining, Upholding, looking to and locking the said Gates, Stoops, Rails or any of them, all and every of such Damages to be ascertained from Time to Time within one Month next after the same shall happen by four indifferent Persons, two thereof to be chosen by on the Part and Behalf of the said Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs or Assigns and their Tenants and Farmers and the other Two on the Part and Behalf of the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their ExrsAdms and Ass. and ***

shall and will from Time to Time and at all Times during the Continuance of the Term hereby demised at *** their, or some of their own Costs and Charges well and sufficiently Uphold, Maintain and Keep all such Houses, Stables, Shops, Hovels, Sheds, Buildings or Erections of Brick or Stone as shall be made or erected upon the Premises by Virtue of the Licence or Liberty for that Purpose hereby granted in good and sufficient and tenantable @@@ Repair, and shall and will at the End and Expiration or other sooner Determination of the said Term, @@@ peaceably and quietly yield and deliver up unto the said Sir Gilfrid Lawson and Robert Shafto of Whitworth respectively and to their respective Heirs or Assigns quiet and peaceable Possession of the Colliery and Coal-Mines and Premises hereby demised with the several Pits and Shafts, and Stapples, Levels, Drains, Drifts, Water-Course, Air Courses & Workings of and belonging to the said Colliery and necessary and proper for the Winning and Working of the then Remainder of the said Coal-Mines therein well and sufficiently timbered and free and open and in good and sufficient Repair and Condition and shall leave for the Use and Benefit of the said Sir Gilfrid Lawson and Robert £££ Shafto of Whitworth their Heirs and Assigns all and every the Pits and Shafts of and belonging to the said £££ Colliery and Coal-Mines which shall at any Time during the said Term be used for the Working of the said Colliery (except only such Pits as are wrought out in all the Seams and are not necessary for the Conveyance of Air or Water or otherwise useful

Marginal notes:

*** To keep all Erections in good Repair.

@@@ To leave all the Pits properly secured at End of the Term.

£££ excepting those wrought out.

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to the said Colliery) with all Levels, Drifts and Water Courses thereof open & in good Order, and fit for the Conveying of Water, and that neither they the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their ExrsAdms or Ass. or their Agents, Servants or Workmen or any other Person or Persons by their Direction or Assent shall draw or take away any Timber out or from any of the said Pits or Drifts of or belonging to the said Colliery and Coal-Mines except such Pits as are last before mentioned, but shall have the said Colliery and Coal Mines in every Respect in such good Order, Plight and Condition as a going and fair wrought Colliery ought to be and shall also at the Determination of the said Term well and sufficiently level *** all such parts of the said Premises where any Waggon Way or Waggon Ways have been and made, and *** make the same fit for plowing except by any where any Mounts and Batteries shall have been made by Virtue of these Presents and the said Sir Gilfrid Lawson and Robert Shafto of Whitworth for themselves jointly and severally and for their several Heirs, Exrs and Ass. do covenant promise and agree to and with the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their ExrsAdms or Ass. by these Presents in Manner following (that is to say) that it shall and may be lawful to and for the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their ExrsAdms or Ass. (they paying the said several Rents and Sums of Money herein and hereby reserved and performing all and every the Covenants and Agreements herein mentioned and contained on their Parts to be done and performed from Time to Time, and at all Times during the said Term hereby demised, peaceably and quietly to have, hold, use, occupy, possess and enjoy all and singular the Premises, Liberties and Powers herein and hereby demised or mentioned or intended so to be with their and every of their Appurtenances, according to the true Intent and Meaning of these Presents without the Lawful Let, Suit, Trouble, Molestation, Interruption, Eviction or Disturbance of the said Sir Gilfrid Lawson, or Robert Shafto of Whitworth or either of them,

their or either of their Heirs and Assigns or any of them, or any other Persons or Persons lawfully claiming or to claim by, from or under or in Trust for them, either or any of them, and further that it shall and may be lawful to and for the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their Exrs Adms and Ass. at any Time or Times within the Space of

Marginal note:

*** To level the old Ways at Expiration of the Term.

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twelve months next after the Determination of this present Demise, to have, take, carry away and enjoy to his and their own Use all such Quantities of Coal as shall at such Determination 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 Colliery or Coalmines and to lay and place the same on the Staiths thereto belonging, and from thence to sell and dispose thereof at their Wills and Pleasures (they the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr, and Robert Inman their Exrs Adms and Assigns having first paid, satisfied and discharged the several and respective Rents & Sums of Money herein and hereby reserved, or agreed and covenanted to be paid, and having performed all and every the Covenants and Agreements on their and every of their Parts to be performed until such Determination of the said Term, and obstructing, as little as may be, the Owners or succeeding Tenant or Tenants of the said

*** Colliery and Coal Mines in Working and carrying on the same and further that it shall and may be lawful to
*** and for the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr, and Robert Inman their Exrs Adms & Ass. at any Time or Times within the Space of one Year after the Determination of this present Demise to take up, remove and Carry-away to their own Use and Uses all and every of the Engines, Rollers, Waggon Way & Waggon Ways, Side Way and Side Ways, Branch or Branches, Rails, Sleepers, Trunk or Trunks of the said Staith and also the Materials and Implements whatsoever that shall be then lying, remaining and being in or upon the said demised Premises or any Part thereof if the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them, their or either of their Heirs, Exrs, Adms & Ass. do not within six Months before the Expiration or sooner Determination of the said Term request the Buying ~~and~~ or Purchasing thereof, and if the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them or either of their Heirs or Assigns be amended and request the Purchase of the same then it is mutually covenanted and agreed upon by and between the said Parties hereto, and it is the true Intent and Meaning of these Presents that the said Sir Gilfrid Lawson and Robert Shafto of Whitworth or either of them, their or either of their Heirs or Assigns shall immediately at the Expiration or other sooner Determination of the said Term enter upon and enjoy the said Fire Engine or Fire Engines, Gins, Ropes and

Marginal note:

*** Liberty to remove all Materials in 12 Months.

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all other working Materials as they or any of them shall think proper, and the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr, and Robert Inman their Exrs Adms and Assigns shall sell and dispose thereof to the said Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs or Assigns or some of them at and for such Rates and Prices as four indifferent Persons (two thereof to be chosen by the said Sir Gilfrid Lawson and Robert Shafto of Whitworth their Heirs or Ass. some or one of them, and the other Two to be chosen by the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their Exrs Adms & Ass.) shall order set and determine for the same, but if the said Lessees, their Exrs Adms and Assigns shall by the space of three Years before the End of the said Term hereby granted request a New Lease of the Premises hereby demised for reasonable Time and upon reasonable Terms according to the then Situation, Plight and Condition of the said Colliery, & the said Lessors their Heirs and Ass. shall refuse to grant them the same, then it is further mutually covenanted and agreed upon between the said Parties hereto, and it is the true Intent and Meaning of these Presents, that it shall and may be lawful to and for the said Lessees their Exrs, Adms & Assigns at any Time or Times within the Space of one Year after the Determination of the Term hereby granted to take up, remove and carry away to their own Use and Uses all and every the Engines, Rollers, Waggon Way and Waggon Ways, Side Way and Side Ways, Branch or Branches Rails, Sleepers, Trunk or

Trunks of the said Staith and all other Materials and Implements whatsoever that shall be then lying, remaining or being in or upon the said demised Premises or any Part thereof and which the said Lessors are hereby authorized and impowered to purchase in Manner aforesaid, the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbanke, Matthew Carr, and Robert Inman their Exrs Admrs and Ass. paying all the said Rents and Sums of Money hereby reserved and performing all and every the Covenants and Agreements in these Presents contained on their and every of their Parts to be done and performed, and also leaving the Water-Pits *** open and the Water-Courses in good Repair and Condition within the said Colliery, and further that the said *** Newark Hudson, Susannah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbank, Matthew Carr, & Robert Inman their Exrs Admrs and Assigns or any of them shall not pay any Rent or other Satisfaction whatsoever for any Coal which

Marginal note:

*** To pay nothg. for Coals used in the Staith House.

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*** they or any of them, their or any of their Servants shall from Time to Time burn during the Continuance of
*** the said Term hereby demised in the said Staith House or for any Coals which the Workmen or Servants employed in the said Colliery shall have given them for their own Fire Coal, so as the Coal burnt at the said Staith@@@ house or by the said Workmen do not exceed in the whole yearly Quantity of 15 Tons, or for what Coals shall @@ be employed or burnt at the Engines to be made Use of for Drawing of Water from the said Colliery and Coal-Mines or any part thereof provided always nevertheless and it is further hereby mutually declared and agreed upon by and between the said Parties to the presents for themselves, and for their several and respective Heirs, Exrs. Admrs & Ass. that the said Newark Hudson, Susanah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbank, Matthew Carr and Robert Inman their Exrs Admrs. & Ass. shall be at Liberty at any Time during the said Term to alter the Size of the Waggons used by them for the Leading the Coals to be won and wrought out of the said £££ demised Colliery and Coal-Mines, the said Newark Hudson, Susannah Jenison, Robert Shafto of Benwell, £££ Jenison Shafto, Mark Milbanke, Matthew Carr and Robert Inman their Exrs. Admrs or Ass. first giving unto the said Sir Gilfrid Lawson and Robert Shafto of Whitworth respectively or to their respective heirs or Ass. six Months Notice in Writing of their Intention so to do, and having their Waggons when altered of one and the same Size, and so as the Said Lessees pay the said Rent for the said Coals so to be led in such Waggons after the same Rate and Proportion as are hereinbefore reserved in that Behalf, always accounting 440 Coal Bolls, each Boll to contain 36 Gallons Winchester Measure to a Ton, any thing herein contained to the contrary thereof in any wise %%% notwithstanding provided also, and it is hereby further mutually declared and agreed upon by and between %%% the said parties to these presents for themselves and for their several and respective Heirs, Exrs. Admrs & Ass. that if the said Newark Hudson, Susannah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbank, Matthew Carr and Robert Inman their Heirs, Exrs. Admrs & Ass. shall before the Expiration of the first 3 Years of the said Term have laid out and expended the Sum of four Thousand Pounds in the Winning the said Colliery, and shall at any Time after the twenty-fifth Day of March 1767 be minded or desirous to give up and surrender the said premises hereby demised, and that these presents and the Term of years hereby granted should cease and determine, and if such their Mind and Desire shall and do give at least 12 Calendar Months Notice in Writing to and for the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and each of them their or ~~and~~ each of

Marginal notes:

*** no pitmens Coals to be pd. for unless they exceed 15 Tons.

@@@ Nor at Engines.

£££ Power to alter the Waggons.

%%% Power to give up after having expended £4000 in the first 3 Years.

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Their Heirs or Ass. to be left for them at each of their Dwelling houses or usual Places of abode, then and in such Case, at the End of the said twelve Calendar Months next after such notice given as aforesaid and after they have so actually laid out and expended the said Sum of £4000 in the Winning of the said Colliery and not before, and after they shall have given or laid before the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and each of them, their and each of their Heirs, Ass. Agents or Stewards a full just and true Account how and in what Manner the said £4000 hath been laid out and expended in and about the Winning of the said Colliery and upon Payment or lawful Tender of all Rents and Arrears of Rent, Sum and Sums of Money which at the End of the said Twelve Months shall be due and owing for and in Respect of the Premises hereby demised, or of any Covenant, Reservation, Matter or Thing herein contained, and upon Performance of all and every the Covenants and Agreements herein contained on the Part and Behalf of the said Newark Hudson, Susannah Jenison, Robert Shafto of Benwell, Jenison Shafto, Mark Milbank, Matthew Carr and Robert Inman their Exrs. Admrs & Ass. until the End of the said Twelve Months next after such Notice given as aforesaid to be done and performed this present Indre. of Lease and every Covenant, Clause, Matter and Thing herein contained shall cease determine and be utterly void and of none Effect to all Intents and Purposes whatsoever, any Thing herein contain'd to the contrary thereof in any wise notwithstanding, and in such Case it shall and may be lawful to and for the said Sir Gilfrid Lawson and Robert Shafto of Whitworth and each of them, their and each of their Heirs, or Ass. from and after the Expiration of the said twelve Months next after such Notice given as aforesaid to enter upon the said Premises hereby demised and to hold and enjoy the same as their and each of their former Estate In Witness whereof the said Parties to these present Indentures have hereunto interchangeably set their Hands and Seals the Day and Year first above written.

LS

Witness to the signing hereof by the within	)	Gilfrid Lawson
named Gilfrid Lawson, & Robert Shafto,	)	Robt. Shafto
Newark Hudson, Susanah Jenison, Robt.	)	Newark Hudson
Shafto, Jenison Shafto, Mark Milbanke,	)	Susan Jenison
Matthew Carr and Robt. Inman.	)	Robert Shafto
		Jenison Shafto
		Mark Milbanke
		Matthew Carr
		Robert Inman

James Brack
Cutht. Swainstone

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Witness to the signing thereof by the within named Jenison Shafto

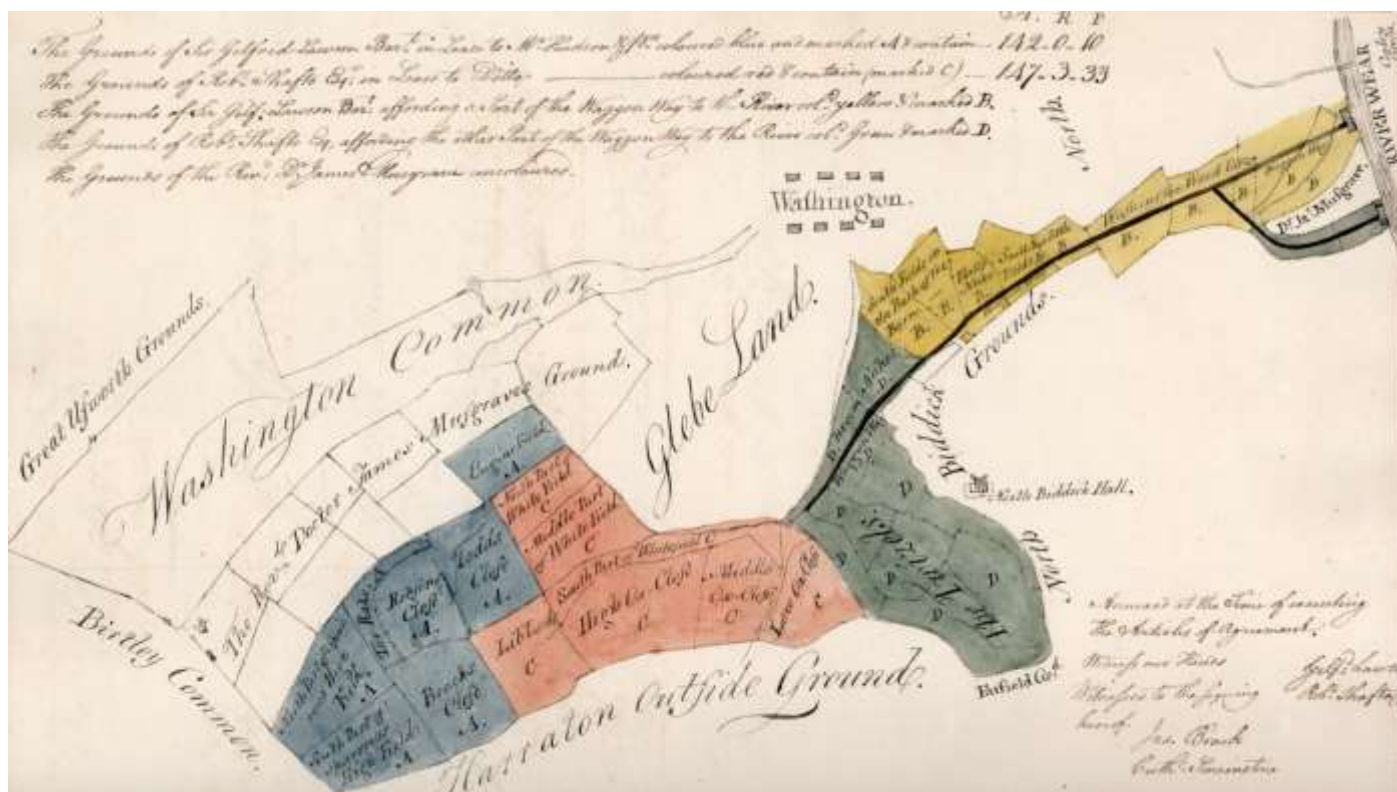
Wm. Alvey Darwin
Christr. Hill

	A.	R.	P.
The Grounds of Sir Gilfrid Lawson Bart. contains.....	142	0	10
The Do.----- of Robert Shafto Esqr.....	142	3	33
Total.....	290	0	3

July 19 1784.

	Share
Representative of Mr. New. Hudson.....	John Hudson.....3/12
Mrs Sus. Jenison, Rob. Shafto & Jen. Shafto...Stafford & Taylor.....	4/12
Mark Milbanke & Matthw Carr.....	John Carr.....2/12
Mr. Inman.....	Edwd Aiskell.....2/12
1/12 of Mrs Susan. Jenison.....	John Nelson.....1/12

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[At head of map]

The Grounds of Sir Gilfrid Lawson Bart. in Lease to Mr. Hudson & Prs. coloured blue and marked A & contain 142A OR 10P
The Grounds of Robert Shafto Esqr. in Lease to Ditto coloured red and marked C and contain 147A 3R 33P
The Grounds of Sir Gilfrid Lawson Bart. affording a Part of the Waggon Way to the River col'd. yellow and marked B.
The Grounds of Robert Shafto Esqr. affording the other Part of the Waggon Way to the River col'd. Green and marked D.
The Grounds of the Revd. Dr. James Musgrave uncoloured.

[At lower right-hand corner of map]

Annexed at the Time of executing the Articles of Agreement.
Witness our Hands Gilfd. Lawson
 Robt. Shafto
Witnesses to the Signing hereof
Jas Brack
Cutht. Swainstone

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NEIMME-Bud-7-p29

Copy

Articles of Agreement
Between
Sir Gilfrid Lawson Bart
And

John Hudson, Matthew Carr, EdwdAiskell, John Stafford, John Taylor and John Nelson.

For a Wayleave to Lead the Coals from Washington Glebe to the River Wear.

Term 16 years, from 25th March 1779. _____

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**Way-Leave
From
Washington
Glebe,
and
Staith Room**

Articles of Agreement indented made and fully agreed upon the twenty-fifth Day of June in the year of our Lord One thousand seven Hundred and seventy nine Between Sir Gilfrid Lawson of Brayton in the County of Cumberland Baronet of the one part and John Hudson of North Biddick in the County of Durham Esquire, Matthew Carr of Ryehope in the said County of Durham Esquire, Edward Ayskell of Sunderland in the said County, Coal Fitter, John Stafford of Monk Wearmouth in the said County Coal Fitter, and John Nelson of the same place Coal Fitter of the other part as follows,

First, the said Sir Gilfrid Lawson in Consideration of the Rent and Sums of Money, Covenants and Agreements hereinafter mentioned to be paid done and performed by and on the Part of the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor & John Nelson their Executors, Administrators and Assigns, doth hereby for himself his Heirs, Executors and Administrators covenant promise and agree to and with the said John Hudson, Matthew Carr, EdwdAyskell, John Stafford, John Taylor & John Nelson their Executors, Administrators and Assigns that he the said Sir Gilfrid Lawson or his Heirs shall and will so far as in him and them both and he or they lawfully can or may demise and to farm let unto the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor & John Nelson their Executors, Administrators and Assigns sufficient and convenient Way Leave or liberty and *** passage from Time to Time and at all Times during the Term of thirty years hereinafter mentioned and *** intended to be demised to and for them the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Executors, Administrators, Servants, Workmen and Assigns 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 by them the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson their Executors, Administrators or Assigns, won wrought or gotten forth or out of the Coalmines and Collieries lying and being within and or under the Glebe Lands at Washington in the said County of Durham and now held by them under and by Virtue of a Lease from the Revd Edward Wilson, Rector of Washington aforesaid in through over and along all and every or any part of the

Marginal note:

*** Term 30 years

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Lands and Grounds of the said Sir Gilfrid Lawson situate and being in the Manor Washington aforesaid (other than and except in through over or along any of the Houses, Out-houses, Courts, Yards, Backsides, Gardens, Orchards, Plantations or Stack Yards situate and being within the Lands and Grounds aforesaid) unto the Staith which they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson now hold by Virtue of and under a Lease bearing Date the 17th Day of January One Thousand seven hundred and sixty-four, from the said Sir Gilfrid Lawson and Robert Shafto of Whitworth in the said County of Durham aforesaid Esquire made to

Susanah Jenison Widow, Robert Shafto of Benwell Esquire, Jenison Shafto Esquire, Mark Milbanke Esquire, the said Matthew Carr and Robert Inman Coalfitters together also with Power and Authority to and for the said John Hudson, Matthew Carr, Edward Aiskell, John Stafford, & John Nelson their Exrs, Admrs or Servants Workmen or Assigns at any Time or Times during the said Term of 30 years intended to be hereby demised to make lay, fix, place and use one Main Waggon Way and one By Waggon Way and to build, lay and make convenient Bridge or Bridges Mount or Mounts, Battery or Batteries, Branch or Branches, in, upon, through over and along any part of the Land and Grounds aforesaid (except as aforesaid) from all and every the Pit or Pits that shall be wrought in and belonging to the said Coalmines & Collieries within or under the Glebe Lands aforesaid to the Staith aforesaid but from no other
*** Pit or Pits, Coalmine or Coalmines, Colliery or Collieries whatsoever and also free Liberty to lay and fix, Rails,
*** Sleepers, Timbers, Iron and all other Materials whatsoever, necessary for the Making and laying such Main Waggon Way and Bye Waggon Way, Branch or Branches and also free Liberty to amend and repair the same Main
@@@ Waggon Way and By Waggon Way, Branch or Branches, so always that such Main Waggon Way Branch or
@@@ Branches do not exceed 14 yards in Breadth (Gutters included) unless where the Mounts, Bridges, or Cutts shall necessarily require a greater Breadth, and so as there shall be only one Main Waggon Way and one By Waggon Way be made and used at the same Time over and besides the necessary Branches if he the said Sir Gilfrid hath in himself a good and sufficient Right to grant such Way Leave or Liberty and Passage and Liberty of Laying one Main Waggon Way and one Bye Waggon Way and Branch or Branches as aforesaid, but not otherwise together with also free Liberty and Authority to the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor & John
£££ Nelson, their Exrs, Admrs and Assigns for and during the said Term of Sixteen years hereinafter mentioned to
£££ moor and fasten Keels, Boats and Lighters, and to lay deposit and vend at and upon the Staith aforesaid all such Coals and they or any of them shall work or cause to be wrought in forth or

Marginal notes:

*** To lay W. Way

@@@ To amend the do.

£££ Staith Privileges

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out of the said Colliery or Coalmines within or under the said Glebe Lands aforesaid if he the said Sir Gilfrid Lawson hath in himself good & sufficient Right to grant such Liberty and Authority but not otherwise To have and to hold the
*** said Way Leave or Liberty and Passage over the Lands and Grounds aforesaid and of laying one Main
*** Waggon Way and one By Waggon Way and Branch or Branches as aforesaid and all or singular other the Appurtenances thereto belonging (except as aforesaid excepted) unto the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson their Exrs Admrs and Ass. from the twenty-fifth Day of March now last past before the Date of these Presents for and during and to the full End and Term of thirty years from thenceforth next ensuing fully to be compleat and ended and to have and to hold the said Liberty of Mooring and
@@@ fastening of such Keels, Boats and Lighters as aforesaid, and of laying, depositing and vending the Coals
@@@ aforesaid at the Staith aforesaid from the twenty-fifth Day of March now last past before the Date of these presents for and during and unto the full End and Term of sixteen years, being for the Remainder of a Term of 35 Years granted by the said Sir Gilfrid Lawson and Robert Shafto to the Lessees hereinbefore mentioned, in and by the said hereinbefore mentioned Lease bearing Date the Seventeenth Day of January One Thousand seven Hundred and sixty-four. secondly the said Sir Gilfrid Lawson for himself his Heirs, Exrs, Admrs & Ass. doth hereby covenant promise & agree to and with the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson their Executors, Admrs. & Ass. that at the End and Expiration of the said Term granted and demised by the said hereinbefore mentioned Lease of the seventeenth Day of January One Thousand seven Hundred and Sixty-four, he the said Sir Gilfrid Lawson his Heirs or Assigns shall and will so far as in him or them hath and he or they lawfully and rightfully can or may execute Lease and thereby demise and to farm let unto the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson their Exrs, Admrs & Ass. sixteen Yards in
£££ Length in the front facing the River (Wear) and thirty two yards in Breadth from the Front backwards of
£££ the Ground on which the West End of the Staith, now in the Possession of them the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, is erected, and built for the Purpose of

erecting and building a new Staith or Quay for the Mooring and fastening of Keels, Boats and Lighters and for the Laying depositing and vending of such Coals as aforesaid to hold from thenceforth

Marginal notes:

*** Wayleaves from 25th. March 1779 for 30 years.

@@@ Staith, &c from March 25th: 1779 for 16 years.

£££ Additional Staith Room.

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for and during the Term of 14 Years being for the remainder of the aforesaid Term of thirty years intended to be hereby demised at and under the yearly Rent of one Pepper Corn only on the Feast of Saint Michael the Archangel in every year of the said Term if lawfully demanded, and in the said intended Lease of 14 Years shall be contained all usual Covenants that are usually inserted in Leases of that Kind thirdly the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson for themselves and for their respective Heirs, Exrs, Admrs & Ass. do hereby jointly and severally covenant promise and agree to and with the said Sir Gilfrid Lawson his Heirs and Ass. that they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Assigns untill the twenty-fifth Day of March which will be in the Year of our Lord One Thousand seven Hundred and eighty two shall and will well and truly pay or cause to be paid unto the said Sir Gilfrid Lawson his Heirs or Assigns the Rent or Sum of Money of 15 Shillings of lawful Money of Great Britain per Ten for every Ten of Coals (reckoning and accounting 440 Coal Bolls to a Ten) for every Ten of Coals which by them the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson their Exrs Admrs or Assigns, shall be led and carried ~~down~~ away from the said Colliery and Coalmines within the said Glebe Lands at Washington aforesaid over or along the said Way or Way Leave hereby demised or intended so to be or any part thereof, the same to be paid on the twenty-fifth Day of March in each year by so much Money as the Number of Tens of Coals so led and carried away shall in each of the said Years amount unto, and so in Proportion for a lesser Quantity than a Ten, and that from and after the said 25th Day of March which will be in the Year of our Lord, One Thousand seven hundred and eighty-two, they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass. or some of them shall and will well and truly yield and pay or cause to be paid unto the said Sir Gilfrid Lawson his Heirs or Assigns yearly and every Year for and during all the then Residue of the said Term hereby demised or intended so to be, the certain yearly Rent or Sum of 50 pounds of like lawful Money of Great Britain for the Annual Quantity of sixty-six Tens and two thirds of a Ten of Coals (such Measure as aforesaid) to be led and carried along the said Way or Way Leave hereby demised from the said Colliery or Coal Mines within the Glebe Lands at Washington and the said certain Rent of £50 to be paid whether the said annual Quantity shall be led or not, and the same to be paid by half-yearly Payments at or

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upon the twenty-ninth Day of September and the twenty-fifth Day of March in every year by equal portions the first payment thereof to begin and be made at or upon the twenty-ninth Day of September which will be in the said Year of our Lord 1782, and also shall and will yield and pay unto the said Sir Gilfrid Lawson his Heirs or Ass. from and after the said twenty-fifth Day of March which will be in the said Year of our Lord One Thousand seven hundred and eighty-two for and during all the then Residue of the said Term of thirty years over and above the said certain Rent of £50 the further Rent or Sum of fifteen Shills. per Ten for every Ten of Coals (such Measure as aforesaid) which they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass. Servants Agents or Workmen shall in any one year during the then Residue of the said Term of thirty years hereby demised, lead along the said ~~Waggon~~ Way or Way Leave hereby demised, or any part thereof from the Colliery and Coal Mines within the said Glebe Lands at Washington over and above the Quantity of Sixty-six Tens and two-thirds of a Ten of Coals, the said further Rent of 15 sh. Per Ten, for every Ten of Coals exceeding the said yearly Quantity of Sixty-six Tens and two-thirds of a Ten to be paid at or upon the twenty-fifth Day of March in every year during the then Residue of the said Term of 30 Years hereby demised by so much thereof as on the said 25th Day of March in each Year the Number of Tens of Coals so led and carried away as aforesaid in every preceding Year shall amount unto over and above and exceeding the said Quantity of Sixty-six Tens and two-thirds of a Ten of Coals, and so in proportion for any lesser Quantity than a Ten, all and every which Rents and Sums of

Money shall be payable and paid without any Abatement or Deduction whatsoever for or by Reason of any Taxes, Rates, Assessments or Impositions, parliamentary or parochial or otherwise howsoever which are or hereafter shall during the said Term of thirty years be taxed, rated, assessed or imposed on any of the Premises hereby demised or intended to be demised or any Part thereof or upon the said Sir Gilfrid Lawson his Heirs or Assigns in any Respect thereof or otherwise howsoever Fourthly it is hereby declared and agreed that if the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs or Ass. shall not or do not in any one or more Year or Years of the said Term from and after the 25th Day of March 1782, lead and carry away from the said Coal-

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Mines and Colliery within the said Glebe Lands in Washington over and along the said Way and Way Leave hereby demised or some Part thereof the full yearly Quantity or Number of Sixty-six Tens and two-thirds of a Ten of Coals (such Measure as aforesaid) for which the said certain yearly Rent or Sum of £50 is hereby made payable that then when and so often as such Case shall so happen it shall and may be lawful to and for the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs & Ass. in any of the following Year or Years of the said Term in Order to make up and supply such Deficiency to lead and carry away from and out of the said Coalmines & Colliery within the said Glebe Lands of Washington over and along the said Way and Way Leave hereby demised such Number and Quantity of Tens of Coals as shall in any one Year or Years of the said Term hereby demised after the said 25th Day of March 1782, be led and carried away short of the said yearly Quantity of Sixty-six Tens and two-thirds of a Ten of Coals (such Measure as aforesaid) without paying any further or other Rent or Sum of Money than the said Rent or Sum of £50 for the said Coals to be led from Time to Time for the Making up and supplying such Deficiency as aforesaid Fifthly it is hereby declared and agreed that in Case the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs & Assigns shall be prevented from Winning and Working the said Colliery and Coal Mines within and under the Glebe Lands aforesaid by Fire or overflowing of Water or in Case the said Coal Mines and Colliery shall be wrot. out before the Expiration of the said Term of thirty years, or in Case the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs or Ass. shall any Time during the Term of their present Lease of the said Colliery and Coalmines aforesaid give up the said Lease to the said Edward Wilson or his Successors and decline working the said Colliery and Coalmines in Pursuance of a Power reserved to them in the said Lease for that Purpose, or in Case the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs or Ass. shall on the Expiration of their said present Lease by which they now hold the said Coalmines and Collierys decline requiring of the said Edward Wilson or his Successors a Renewal of such Lease for a further Term, and shall cease working the said Coalmines or Collieries, or in Case they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs or Ass. shall on the Expiration of the said present Lease of the said Colliery require of the said Edward Wilson or his Successors a Renewal of the said Lease, and on their

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making such Request, the said Edward Wilson or his Successors shall refuse to grant such Renewal, then and in any of the said Cases so happening, and if the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs or Ass. shall and do give at least six Calendar Months Notice in Writing to or for the said Sir Gilfrid Lawson his Heirs or Ass. to be left for him or them or his or their Dwelling House or usual Place of abode of such Contingency or Event having happened and of their Mind and Desire to give up and surrender the said Premises hereby demised, and that the Premises Presents and the Term hereby demised should cease and determine, then and in such Case at the End of the said six Calendar Months next after such Notice given as aforesaid and upon Payment or lawful Tender of all Rents and Arrears of Rents, Sum and Sums of Money which at the End of the said six Months shall be due & owing for or in Respect of the Premises hereby demised or of any Covenant or Agreement, Matter or Thing herein contained, and upon Performance of all and every the Covenants and Agreements herein and in the said Lease hereby agreed to be granted and contained on the Part and Behalf of the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs and Ass. until the End of the said six Months next after such Notice given as aforesaid, these Press. and the Indenture of Lease hereby granted agreed to be executed, and every convenient Clause, Matter and Thing therein respectively contained or to be contained shall cease determine and be utterly void and of none Effect to all Intents and Purposes Sixthly it is hereby declared and agreed that in Case any Dispute or Disputes shall arise concerning the Right of the

said Sir Gilfrid to grant such Wayleave ~~and~~ or Liberty ~~of~~ and Passage and Liberty of Laying one Main Waggon Way, and one Bye Waggon Way and Branch or Branches as aforesaid and they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Assigns shall by a Judgment or Decree of any Court of Law or Equity be deprived of the Wayleave and Liberty of Passage and Waggon Way hereby intended to be demised, then and in such Case from and immediately after their being so deprived as aforesaid these Presents & the said Term hereby demised or intended so to be, and every Covenant Clause, Matter and Thing herein contained (other than and except the Covenant hereinafter contained for keeping the said Sir Gilfrid Lawson his Heirs, Exrs, Admrs and Assigns indemnified) shall cease determine

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and be utterly void to all Intents and Purposes, Seventhly it is hereby declared & agreed that in Case any Dispute or Disputes shall arise respecting the Right of the said Sir Gilfrid Lawson to grant such Liberty of mooring and fastening of Keels, Boats and Lighters and of Laying & Vending the Coals aforesaid at the Staith aforesaid and of the granting and leasing of the said sixteen yards in Length and thirty two Yards in Breadth of the Ground on which the West End of the said Staith is erected and built, and they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass. shall by any Judgment or Decree of any Court of Law or Equity be deprived of the same, yet these Presents or the said Lease to be granted of the said Wayleave and Liberty of Passage Waggon Way and Side Way and Branches shall not in anywise be affected thereby, but the said hereinbefore mentioned Rents or Sums of fifty pounds and fifteen shillings per Ten shall continue to be paid during the said Term of thirty years hereby demised, Eighthly the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson do hereby for themselves and their respective Heirs, Exrs. Admrs and Ass. covenant promise and agree to and with the said Sir Gilfrid Lawson his Heirs and Ass. that they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Heirs Exrs Admrs and Assigns or some of them shall and will save, defend, keep harmless and indemnified the said Sir Gilfrid Lawson his Heirs and Ass. from and against all Costs Charges and Expences which he or they shall sustain or be put unto for or by Reason or on Account of any Action or Suit at Law or in Equity which shall be commenced or prosecuted against him or them touching or concerning his or their Right to grant and demise the said Wayleave and Staith Room hereby demised or either of them Ninthly it is hereby declared and agreed that the said Rents or Sums of Fifty Pounds and fifteen shillings per Ten shall from Time to Time during the Continuance of the said Term of thirty years hereby demised be paid & payable to the said Sir Gilfrid Lawson his Heirs and Ass. although the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass. shall lead the Coals of the said Coalmines and Colliery within the said Glebe Lands of Washington to the River Wear or along any other Way or Ways than the said Way hereby demised, Tenthly in Case the said Edward Wilson or his Successor at the Expiration or other sooner Determination of the said Lease whereby the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson now hold the said Colliery and Coalmines within and under the Glebe Lands

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at Washington aforesaid shall refuse to renew them, the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass. the said Lease, the same Terms and Conditions as they now hold the said Colliery and Coalmines, and if on such Refusal they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Assigns shall by any Deed or Covenant or otherwise bind ~~and~~ or oblige George Errington of Newcastle upon Tyne Esquire his Heirs and Assigns or the Owner or Owners for the Time being of the said George Errington's Lands and Grounds at North Biddick in the said County of Durham not to grant, let or demise at any Time during the said Term of thirty years to any Person or Persons whomsoever (save and except the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass. for the Leading of any Coals to the River Wear from the said Coalmines and Colliery within and under the said Glebe Lands at Washington over and along any of the said George Erringtons Lands and Grounds at North Biddick aforesaid, then and in any such Case but not otherwise, he the said Sir Gilfrid Lawson doth hereby covenant promise and agree to and with the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass. that he the said Sir Gilfrid Lawson his Heirs or Ass. shall not at any Time during the said Term of 30 Years grant or demise to any Person or Persons whomsoever (save and except the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs Admrs or Ass.) Way Leave over or along any of his the said Sir Gilfrid Lawsons Lands and Grounds at Washington aforesaid for the Leading to the River Wear any Coals from the said Coalmines and Colliery *** within

the said Glebe Lands at Washington, and lastly it is hereby covenanted and agreed by and between the *** said Parties hereto that a Lease shall be prepared with all convenient Speed, pursuant to the true Intent & Meaning of these Presents, and the same and Counterpart executed by all the said Parties hereunto, and therein shall be inserted all usual and reasonable Covenants usually inserted and contained in Leases of the like Nature and in the mean Time all the said Parties hereto do hereby mutually covenant and agree to observe, perform lawfully and keep all such reasonable Covenants Matters and Things as are usually inserted in Leases of Way Leave and Staithroom In Witness whereof the said Parties to

Marginal note:

*** A Lease to be prepared.

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these Articles have hereunto for their Hands and Seals the Day and Year first within written

Sealed and delivered (being first duly stamped) by the within named Sir)
Gilfrid Lawson, in the Presence of)
us _____

Gilfrid Lawson
John Hudson

Percl. Clennell
Jas. Brack

Mattw. Carr
Edwd. Aiskell

Sealed and delivered by the within)
Named John Hudson, Matthew Carr,)
Edward Ayskell, John Stafford, John)
Taylor and John Nelson in the presence)
of us

Jno. Stafford
Jno. Taylor
John Nelson

John Smith
Jas. Brack

Be it remembered that on this twenty fifth Day of June One Thousand Seven hundred and Seventy Nine that the above named John Hudson, Matthew Carr, Edward Aiskell, John Stafford, John Taylor and John Nelson for themselves their ExrsAdmrsand Assigns further agree with the above-named Sir Gilfrid Lawson his Heirs & Ass. that they the said John Hudson, Matthew Carr, Edward Ayskell, John Stafford, John Taylor and John Nelson, their Exrs *** Admrs or Assigns shall and will well and truly pay unto the said Sir Gilfrid Lawson his Heirs and Ass. the Sum *** of two pounds per Acre per Annum for every Acre of Land belonging to the said Sir Gilfrid Lawson at Washington that they the said John Hudson, Matthew Carr, Edward Aiskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs Servants Workmen or Ass. shall convert into a Waggon Way or Waggon Ways or make use of for any other Purpose whatsoever in Pursuance and by Virtue of the above Articles of Agreement, and so in Proportion for a greater or lesser Quantity than an Acre, and the first Payment thereof shall be made on the twenty fifth Day of March next after they the said John Hudson, Matthew Carr, Edward Aiskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs or Assigns shall begin to convert and make use of the Lands aforesaid for the Purposes aforesaid and continue to be paid on the twenty-fifth Day of March in each and every Year during the Remainder of the Term of thirty Years which he the said Sir Gilfrid Lawson hath granted by the Above Articles of Agreement to the said John Hudson, Matthew Carr,

Marginal note:

*** Two Pounds per Acre for Damaged Ground.

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Edward Aiskell, John Stafford, John Taylor and John Nelson, their ExrsAdmrs and Ass. or on the twenty-fifth Day of March in each and every Year during so many Years of the Remainder of the saidTerm of thirty Years as the above Articles of Agreement or the Lease hereby covenanted to be drawn and executed by all Parties shall remain in full Force and Virtue, In Witness whereof we have hereunto set our hands the Day and Year first above written

Witnesses to the said John Hudson,	)	John Hudson
Matthew Carr, Edward Aiskell	)	Mattw. Carr
John Stafford, John Taylor, and	)	Edwd. Aiskell
John Nelson's signing hereof)	Jno. Stafford
John Smith		Jno. Taylor
Jas. Brack		John Nelson

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Copy of a Letter from W. Brack Shorter, land Steward to Sir Gilfred Lawson Bart. To the Owners of Old Washington to permit John Buddle to view that Colliery.

Mr. John Hudson of Partn.s

Washington Colliery

Gen.t

You will please to permit Mr. Buddle on Right of Sir Gilfred Lawson Bart. to descend into your Colliery at Washington, that he may view and survey the same

I am Gentlemen,

For Sir Gilfred Lawson Bart.

Your most humble serv.t

B.ke Shorter

Washington

February 26 1788

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Copy of the first report delivered, respecting Old Washington Colliery

At the request of Mr. Brack Shorter, I have taken several opportunities to inspect and enquire into the State of the Colliery at Old Washington, belonging to Sir Gilfred Lawson Bart. and Robert ShaftoeEsq. and which I find at this Time very fairly and regularly carried on. I have been treated with the utmost Candour and openness by the Agents of the Colliery, have been shewn their plans of the Workings, and have had their Explanations of every step taken in the conducting of the said Colliery, which, if founded on Facts, I declare to be perfectly satisfactory. I have carefully examined the Workings of the G Pit in the High-Main Coal, and find that, not-withstanding every rational Method then known of, had been taken to prevent a Creep, yet that Event had taken place in the Workings of the north part of the said Colliery, and on the Rise Side of the Staith Dyke.

I find that the Lessees on the confidence of the Creep have extended Narrow Workings directly North from the Shaft, at a great Expense, quite through the same, into the Whole Mine left contiguous to the Freehold of James Musgrave Esq. of which at this Time they are opening out for Work and propose to take off with every Degree of Caution, and they do not appear to be sparing of the great but necessary Expense that will unavoidably attend the Prosecution thereof.

I shall not spend any Time here to explain the Reason why the Workings of the High-Main Coal are so liable to a Creep: The Fact is notorious and I believe every one of the Neighbouring Collieries in that Seam have been more or less injured by the same; and I can with confidence assert, from the Specimen that I have seen that the result of a fair Calculation will show that the Lessees of this colliery have, in this Seam obtained a larger quantity of Coal from under a given quantity of ground than some of their neighbours whose Collieries have suffered under this common Disaster.

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I find the lesses are Working in the Low Main Coal in the F Pit near the Old Engine, that they have gone through the first Working of the same to the North East of the Shaft, being bounded on the North by James Musgrave Esq: and on the North East by the great Dyke; they have requested leave to take off a small tract of pillars from the extreme Angle of the Boundary to Vend along with the Whole Mine now Working to the weft. A Compliance with this request I would recommend to the Lessors, as the Situation is such, that, under proper restrictions. no material damage can happen to the Maudlin Coal (in case it should turn out merchantable) and the immediate procuring of such Coals in a viable state will be reciprocal. Advantage to both Lessors and Lessees.

As everything is regular in the Hutton Seam in the E Pit now working I shall not at present enter into any further explanations of the State of this Colliery, being in hands with the plan thereof, and which, when completed, and all the Workings laid down thereon. I hope then to be able to give an ample and satisfactory explanation of every particular respecting the same.

I must beg at the same time to be favoured with the Account of the Leadings from the Commencement of the Colliery that on Comparison with the Quantities of Ground already wrought a proper Judgement may be formed of the propriety of what has been already done and what will be the most prudent Steps to be hereafter adopted in the Buildings if the Colliery.

Sep. 20th 1788

John Buddle

Mr. Shorter sent me a line as follows, viz:

Quantity of Coals wrought out of Old Washington Colliery from the Commencement thereof, to and from Dec 31st 1787....£7607.

Quantity above.....£7607.00

From Dec 31st: 1787 to Dec 31st 1788815.18

From Dec 31st: 1788 to Dec 31st: 1789.....1038. 21

Carried over 5 leaves.....£ 19461. 57

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Copy of the Second Report

Old Washington Colliery July 2nd 1789

In consequence of several views of this colliery and of the Liberty of access to the plans and papers, relative to the same, in the hands of the Lessees, I proceed to give a further Account of its state and condition.

1. In regard to the Upper Main Cola Seam, I find that the Lessees are still continuing the Workings in the Barrier to the N of W from the E Pit, as mentioned in a former Report, and which is now, and has for several months

past, been attended with an enormous Expense, and no Coal seems to be left or over-run that Judgement supported by Expense is capable of obtaining.

2. As it appears to have been represented, some Years ago, to the Lessees, that great Quantities of Coal have been lost by a seep, by a tract of coal being left unwrought under the South East Angle of the Boundary, and by not having wrought regularly up to the Barrier adjoining the Estate of Sir Ralph Milbank:___ Concerning the first of the above Causes, I entered pretty fully into the Subject in my former Report:___ In regard to the second, of having left the above Tract of Coal unwrought, the lessees say, that, that part of the Mine was relinquished on Account of its being danty (?) and unmerchantable:___ On my seeing their plan, and referring to the place, they proposed to give the most unequivocal proofs of its being so, by reinstating Shaft Air Course through it, and subjecting it, at any time, to the View and Examination of any person that the Lessees may think proper to appoint. As to the Coal left unwrought next Sir Ralph Milbank's Estate, it appears, by their old plan, to be a very small quantity, and as their viewer, who made the plan,

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Lost his life in the Colliery, at the Time that these Workings were in hands, it is more than probable, that their utmost Extent has not been laid down thereon: The present Agents, being young Men. Cannot speak with precision to this part of the Briefings.

3. The Workings in the Low-main Coal and Hutton Seams are carrying on in a very fair, judicious and regular manner, and the Lessees and Agents continue to give every information with their accustomed candour. As to their not having as yet opened out the Hutton seam to the full Depth of their Water-Level, I can say but little, the matter being of small Import; for the seam scarcely produces a drop of water, and they will be under the necessity of taking off this Dip-Coal before the Expiration of their Lessee.
4. The result of every Enquiry I have made both of the Lessees and at the adjoining colliery of New Washington, in regard to maudlin Coal terminated in the account of its being unmerchantable. It has been tried in Old Washington Colliery, and the Staithman says, that the small quantity wrought, by many months in the staith, and could not be fairly vended. However, on a renewal of their Lease, I would recommend to the Lessees, to have a particular clause inserted, to enforce a proper and satisfactory opening. Trial and examination to be made of the said maudlin Coal prior to its being relinquished as an unmerchantable seam.
5. On a retrospect of the state of this Colliery, I cannot help thinking, that the Coal must have been bad, as the Lessees have represented under the Tract to the S.E. of the boundary above adverted to. For the centre of this tract would have been a place highly proper for the opening of a pit, which would have curtailed the length of the Waggon Way about a mile, an object of too great importance, (if the coal had been good) to have been overlooked in the briefings of a Colliery.

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6. If the Maudlin Coal had proved valuable on Trial, I think that the Lessees would have continued the Working of it, as a reduction of above 20 fathoms in the drawing of the Coal would have been a very considerable saving, especially where Horses (?) only are employed, as is the case in this Colliery.

John Buddle.

The Owners of Old Washington Colliery

to

Sir. G: Lawson Bart. Ds

For an half years Colliery Rent June 30: 1789 viz:

	Wages	=	Tons W		
Leadings from high main Coal....	3,385	=	153. 15	at 12s. 6d	£96. 1s. 0d
Ditto.....low main and Hutton	<u>6957</u>	=	<u>314. 9</u>	at 10s.0d	£157.4s.1d
<u>10298</u>	=	<u>468.2</u>			£253.5s. 1d

An half years certain rent of Wayleave through }

His lands to the River Wear for Washington Glebe }£12.10s.6d

Colliery }

£265.15s.1d

The Owners of Old Washington Coll:

To

Sir G. Lawson Bart: Ds

In a half years Colliery Rent due Dec 31st: 5789 viz: for

	Wages	=	Tons W		
Leadings from high main Coal....	659	=	29. 21	at 12s. 6d	£18. 14s. 5d
Ditto.....low main and Hutton	11900	=	540. 20	at 10s.0d	£270. 9s.1d

An half years Wayleave Rent for the Glebe Colliery.....£12.10s.0d

Tons Bolls

For Coal, viz:	125 Faths: =	2.	120	of high main coal.....at 12s.6d.	£1.8s.5d
Ditto	<u>1098</u> ditto=	<u>19.</u>	<u>424</u>	of low main coal and Hutton at 10s.0d	<u>£9.19s.7 1\2d</u>
	1223		22. 104		£313.1s.6 1\2d
Deduct the Allowance for 15 Tons of Fire Coal.....				at 10s.0d	<u>£7. 10s.0d</u>
<u>£305.11s.6 1\2d</u>					

3571.6s. 7 1\2d

Old Washington Colliery

December 29th 1790

The Lessees of this colliery having made repeated applications for leave to work off certain Walls and Pillars in the Low-Main Coal there, before the Workings of that seam are entirely gone over in the Whole mine; in order to enable them, by a proper Mixture of whole and broken Mine to protract the duration of that Seam in a merchantable state;---- I have on the Behalf of Sir G. Lawson, one of the Lessees, viewed the Colliery in general, and considered thoroughly the Nature of this Request, and am of opinion that the same ought to be granted, under proper Restrictions, and that the result would be a mutual advantage both to the Lessors and Lessees.

But, on Perusal of the Colliery Lease, I find that the Maudlin Seam (which lies about 9 Fathoms above the said Low Main Coal) is demised along with other Seams now or lately in Work; and that the Lessees are bound, by a specific Clause therein; to work and take off all the several Seams in regular Order and succession downwards, and that no Walls or Pillars should be taken away in any one Seam till such Time as the Walls and Pillars are taken off in the Seam or Seams above; and also, finding, on Examination, that the Maudlin Coal has not yet been opened for Work to any considerable extent; I have with-held my assent to such Request till a full and satisfactory investigation has been made into the Briefings.

The Lessees assent, that the Maudlin Coal is not merchantable, for the following reasons,

1. That the Number of regular Stone Bands and frequency of Stone Bands render the Coals, when wrought, in the highest degree foul.
2. The general tendency from its splinty nature, to burn heavily, and produce White Ashes, so as not only to be invendable by itself, but even discoverable in the smallest mixture with the other seams.
3. The very small quantity to be obtained from the Seam in a State fit for market, after the deduction of Bands, Brasses and Kervings.
4. That this Seam is so far from being of reputation at present, (or even for many years past,) on the River; that it is only from some particular Collieries when the Coal is good of itself, that the same might be vended.
5. That they, (the Lessees) not withstanding their great interest in Shipping

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Cannot, after a fair trial formerly made, vend the same.

6. They appeal to professional men, whether, if this Seam had been merchantable, they, from the Advantages of its being of a proper height for working, the Pits being already open, and the depth 22 fathoms less than to the Huttons Seam, would not, in due Order and Course, have wrought the same.
From these reasons they alledge, that the Leaving of this Seam unwrought should not interfere with, or interrupt the regular Working of the Low-main Coal in the Pillars, any otherwise than if the Maudlin Seam had not been in the Colliery. But in order to give every satisfactory information to the Lessees, they are now making such Openings in the Maudlin, as to enable two or more indifferent persons, chosen on behalf of the Parties, to make the proper Views and Examinations for enabling them to give a fair State and Opinion relative to the same.

The present, far advanced state of the Working in the Low-main and Huttons Seams renders this Business relative to the Taking away certain Pillars in the Low-main before the Working off of the Maudlin a Matter of such serious Importance as to require a speedy Resolution of Questions to the following point; and to expedite the Matter it is agree to call in proper Persons, to make the previous Enquiries, in Order that a fair State of the case may be immediately laid before the Lessees for their giving such Orders as may to them seem right.

Request made to the Viewers called in on this Business.

1. You are requested to view and examine the Maudlin Coal Seam in Old Washington Colliery and from such View and Examination, and from every other Information you can obtain, as well as from what, of your own Knowledge has been done relative to the Workings and vend of this Seam in and from the neighbouring Collieries, according to the best of your Judgement and Belief, you are to report.
2. How far, or in What Degree, do you believe that the Maudlin Seam will be crushed or otherwise injured by the Working and Taking away the Pillars in the Low-main at this Time, or before the Working of the Maudlin Coal?
3. In case of a second Working taking place in the Low-main Coal before such first working in the Maudlin, what further Injury

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do you suppose the Maudlin will sustain by foul Air or Fire Damp escaping from the crushes Low-main Coal waste, and, rising through the Opening, in the broken strata between these seams, into the Maudlin and thence increasing the danger and expence of working this same at a future period.

4. If after the Low-main Coal Seam is wrought off in the Whole mine and it is found from the Situation of the Walls or Pillars, then remaining, that the same cannot be wrought and taken away, at least in such quantity as to afford a profit: will it not, in this case, be advisable to begin to work the Walls or Pillars in the Hutton Seam along with the Whole Coal then remaining in that Seam, rather than to work off the Whole mine at the first Working over, and to leave the Pillars standing, which, perhaps at the Time could not be wrought to profit?

The Opinion of Messrs. James Ramsey and RalphStokoe given by way of Answers to the foregoing Questions.

Section of the Maudlin Coal



To the 5th.

Ansr; On examining the Maudlin Coal in the C Pit find it intermixed with bands and Splint from which it may be called a foul Seam, as appears from a Section here annexed, we attended the Working and sent the different parts of the Seam to Bank, then Viewed the same, but cannot flatter ourselves to call it a Coal of Reputation, even to be Vended by itself, on comparing this seam with the different Collieries on the River Wear it is proved to be very variable and it is certain there are very few Collieries where it can be wrought to profit.

We therefore from the unsatisfactory appearance, as above, recommend the Lessees to draw a few Scores of coals to bank from the said Seam which cannot cost a great sum, then we presume it may be seen how far they may be made clean and the Quality tried, which will convince the Parties whether they are merchantable or not, after the trial is made, we think it should not interfere with the other Seams any more than if such seams had not existed, but to work

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The other seams in the Whole and pillars according to the most approved Method.

To the 2nd and 3rd;

As to the Working of the Pillars in the Low-main at this Time how far the Maudlin Coal may be injured we do not think it of any material consequence as there is not much of the Low-main Coal remaining unwrought, and with regard to the Foul Air or Fire Damps we believe there is not any apparent danger more than in other Collieries as the Pits in general are well aired, from these Circumstances we recommend to work the Pillars contiguous to the Whole Coal and by taking a portion of these walls discretionally and mixing with the Coal will enable them to get a greater Quantity than by any Means whatsoever.

To the 4th;

From the situation of the Pillars in the Low-main it seems that little progress can be made after the whole Coal is wrought off or at least in such Quantity as to be wrought to Profit, with respect to working the Pillars in the Huttons seam along with the whole Coal, we say from Experience that a great saving will attend it, particularly by curtailing the Expense of Ridding, Propping &c. and also the Coals wrought from such Pillars as lay contiguous to the whole Coal, are to be expected much cleaner, and by making a proper mixture may be capable of working any reasonable Quantity.

We therefore from the above reason recommend and give it as our opinion to work such Pillars and in such Part of the Colliery as may be most advisable along with the remaining whole in the Huttons Seam, also such working ought to be carefully attended to, and discretion used which we have not a doubt of and we are warranted to say will be saving both to the Lessor and Lessees by the extra quantity obtained by such proceedings.

James Ramsey

Ralph Stokoe

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Leadings from this Colliery, viz:

	Tons	W	
From the Commencement to Christ: 1789	19461.	57	Inclusive of Fire Coal
" Christmas 1789 to Christ: 1790	826.	2	"
" Christmas 1790 to Christ: 1791	813.	10	"
" Christmas 1791 to Christ: 1792	826.	8	"
" Christmas 1792 to Christ: 1793	781.	19	"
" Christmas 1793 to Christ: 1794	735.	25	"
" Christmas 1794 to Christ: 1795	552.	1	"

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The Owners of Old Washington Colliery

To Sir Gilfrid Lawson Bart:

For an half years Colliery and wayleave Rents due June 30th 1790

Colliery Rent on 376 tons. 15W of Low-main and hutton's }
 Seam Coals led from Old Washington to the River Wear @ 10s.0d } £188.6s. 9 3\4 d
 Wayleave rent on 194 Tons. 20W of Coals led from }
 Washington Glebe to the River Wear at 7s.6d } £73. 1s.9 3\4 d
 Deduct the half years certain Rent paid up to }
 June 30th 1789 } £12. 10s.0d
£60.11s.9 3\4d
£248.18s.7 1\2d

The Owners of Old Washington Colliery

To Sir Gilfrid Lawson Bart:

For an half Years Colliery and Wayleave Rents due Dec: 31st 1790

Colliery rent on 449 tons. 9w of Low-main and hutton]
 Seam Coals led to the River Wear-----at 10s.0d].....£224.14s.5d
 Consumed by the Fire Engine Pitmen So.]
 In 1790----57 tons.52 Bolls of d: Seams at 10s]£8.55s.2d
 Deduct the 15 tons Allowance for lease.....£7.10s.0d.....£5.5s.2d
 Wayleave rent on 354 Tons of Coal]
 Led from Washington Glebe to River Wear...] at 7s.6d £132.15s.0d
 Deduct an Half Years certain rent on the above]
 And due Dec 31st 1789 “ “ “ “] £12.10s.0d£120.5s.0d

Wayleave rent on 3 Tons 384 Bolls of Fire Coal led]
 From Ditto Colliery in 1790-----at 7s.6d] £5.9s.0 1\2d
 Leadings[total 826.tons 2w Old Washington cash--- £454.2s.0 3\4d
 [total 548.tons 20w Glebe.....” £182.5.10 3\4d
 £596.7.10 1\4d £347.9.3.1\2d

The Copy of third Report

Old Washington Colliery

The Lessees of this Colliery having made repeated application for leave to work off certain Walls and Pillars in the Low-main Coal there, before the Workings of that Seam are entirely gone over in the Whole Mine, in Order to enable them, by a proper Mixture of whole and broken Mine to protract the Duration of that Seam in a merchantable State; I have on the Behalf of Sir Gilfrid Lawson Bart; one of the Lessors viewed the Colliery in general, and thoroughly considered the Nature of this request; and am of Opinion that the same ought to be completed with under prudent restrictions, and that the Result would be highly advantageous to both Lessors and Lessees.

But, on perusal of the Colliery Lease, it appears, that the Maudlin Seam of Coal which lies about 12 Fathoms above the said Low-mains coal, is demised along with the other seams now, or lately in Work; and that the Lessees are bound, by a specific Clause, to work and take off the several Seams of Coal demised, in regular order and Succession downwards; and that no walls or Pillars shall be taken away, in any one seam till such Time as the walls and Pillars are taken off an all and every of the seams above the same, and also finding on Examination, that the said Maudlin Coal had not, hitherto, been opened, out and wrought to any considerable Extent; I thought it prudent, in strict compliance with the tenor of this Clause, to with-hold my Assent to such Request, however warrantable in other respects, till a full and satisfactory Investigation could take place in the Business.

The Lessees assent, that the Maudlin Coal Seam is not merchantable for the following Reasons.

1. That the Number of Stone bands is so great, and (what is much worse) placed so unfavourably in the Seam, that the Coals cannot be wrought sufficiently large or round; and the frequency of scare or accidental bands is such, as to

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Render the Coals, when wrought, extremely foul, and not to be made clean; Besides, these Bands are of such a Nature, that, being fixed in the Coals, on Exposure to the Air, rain, Snow &c, for any length of time in a Lying-heap at the Pits, their absorption of moisture occasions their bursting and mouldering among the Coal which renders the same still smaller and in the highest Degree foul and unmerchantable.

2. The general tendency of this Seam, from its foul and plinty nature, to make a dull and unpleasant Fire, and to produce white ashes; which not only renders it unmerchantable of itself, but on that account, easily discoverable even when a very inconsiderable quantity or portion is attempted to be vended, in Mixture, with other Seams of reputation.
3. The very small quantity of coals to be obtained from this Seam is a state fit for market, after deduction of band, Splint, Brasses and Kervings, together with the badness of their quality when so obtained, are, as the Lessees assert (and which assertion is founded on actual trial) sufficient reasons for abandoning this Seam as unmerchantable.
4. That this Seam is so far from being of reputation, at present, on the River (and which has been the case for many years past) that it is only from some particular Collieries, and where the coal itself is remarkably good in quality and free from Bands than in the premises in question, that a vend can be had, and that even in the smallest proportion to the other Seams.
5. That they, the Lessees, notwithstanding their great interest in shipping, cannot, having formerly made a fair trial for that purpose, sell or vend the same.

6. They appeal to professional Men, whether, if this Seam had been merchantable, from the joint advantages of its being of a proper height for working; having a good roof, above the same; the Pits already sunk and open, and the depth thereto 22 fathoms less than to the Hutton's Seam, they would not in point of interest, as well as in compliance with the Terms of the Lease, have wrought the same in due Order and Course?

Supported by these reasons, they conceive themselves well founded in asserting that the leaving the Maudlin Coal at this

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Time, unwrought ought not to interfere with, or prevent them from the regular Working of the other Seams in due Course, any otherwise, than of such a Seam had no Existence in this Colliery, But, in Order to give full and satisfactory Information to the Lessors certain Openings have been made into the Maudlin Coal, and two indifferent persons, on the respective Behaves of the parties have been called in to view and examine the same, and to whom a request was presented, which, with their Answers to component questions accompanies this report, and must here be had recourse to. (see 3 Leaves back)

In consequence of the above report, and my own examination of the premises, a small tract of Pillars on the Low-main Coal, in a proper part of the Mine has, by way of experiment, been wrought off; and from the effect produced by such working, I am clearly of Opinion that these Pillars may as much as the seam will admit of, be taken away without doing any injury to the Maudlin Coal above; For the strata immediately above, as well as below the Low-main Coal is of such a nature that any waste consequence to the working off the Pillars of so thin a Seam will be gorged up and at rest, by the time that the subsequent crush of the incumbent strata can extend through one half of the space between the said Seams. I offer this, with some confidence, from the experience of having sunk through wastes under a like predicament.

As the first working of the Low-main Coal in that part of this Colliery, which lies to the North, or on the rise of the Pre Upcast Dyke, is now nearly gone through; and the like working in the Huttons Seam under the same tract of ground will also be pretty far advanced before the termination of the present demise, and as these wastes will at that time, consist principally of walls and Pillars, the Colliery will then be in a most ineligible state for the succeeding tenants; as no reliance can be had on Pillars only for the obtaining a proper quantum of work in a Colliery. It therefore becomes an object of the utmost importance, at this time, to consider the business of a rental; and the more so, as the Huttons Seam may now be put into such an advantageous mode of working, as not only to afford a very great proportion of Coals more than can possibly be procured under the restrictions of the present Lease; but, at the same

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Time by new methods lately adopted with success in some neighbouring Collieries, a considerable part of the Walls and Pillars of the Low-main Coal may be wrought along with the Hutton's Seam and vended therewith, in mixture, which will otherwise be buried and lost.

Moreover, if a renewal does not take place before the termination of the present demise, the Colliery at the commencement of a new Lease, will be, for the most part, confined to the Dip Side of the Great Dyke, and will require some month to win, open out and reinstate in full work; As the engine and pits must then be sunk down to the Huttons Seam, and the necessary air courses, communications and openings in that seam (as well as in the Low-main Coal, if it should be met with in this part of the Colliery) must be completed and established; and which; in a situation so dangerous from the Fire Damp, will require a considerable time to effect. Such intervals are attended with a drawback of rent on the Landlord, and much expense attending a breach in his system of trade in such ticklish times as the present.

Having made an actual survey of the premises and delineation of the workings, I forbear to say anything further at the present, on the subject of this Colliery; As the plans accompanied with explanations, without which the matter cannot be fully elucidated, wait the order of Sir Gilfrid Lawson whenever it may be convenient to attend to this business.

Midsummer

John Buddle

1795

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Due to Sir Gilfrid Lawson Bart: from the Owners of Old Washington Colly:	£	s.	d.	£	s.	d.
Notices of rents due June 30; 1795						
Colliery rent, on half year, on 397 tons. 2Wag] at 10s. 0d	198	10	10 $\frac{3}{4}$			
Of Low-main and Hutton's Seam Coals]						
Way leave Ditto on 344 tons. 21W of Coals] at 7s.6d	129	7	5 $\frac{3}{4}$			
Led from Washington Glebe Colly: to Wear]						
				327	18	0 $\frac{1}{2}$
Notices from half Years rents due Dec: 31 st 1795						
Colly: rent on 416 tons 8W of Hutton's Seam] at 10s.0d	208	3	7 $\frac{1}{2}$			
And Low-main Coal from Old Washington]						
Way Leave on 329 tons 14W of Coals] at 7s.6d	123	12	3 $\frac{1}{4}$			
From Washington Glebe]						
Colly: rent on Washington Fire Coal]	-	6	4 $\frac{1}{4}$			
280 Bolls at 10s. 0d]						
Way Leave Ditto on 4 tons 416 Bolls from]	5	7	5			
Washington Glebe at 7s.6d]				333	19	4
				665	7	4 $\frac{1}{2}$
Tons W.						
First half Year.....	397.	2				
Second " ".....	416.	8				
	813.	10				

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Articles of Agreement indented, had, made concluded the fifth year of the reign of our Sovereign Lord King George the third and in the Year of our Lord One Thousand seven hundred and sixty-four **Between** Sir Gilfrid Lawson of Brayton in the County of Cumberland Bart: of the one part and Robert Shafto of Whitworth in the County of Durham, Esquire, of the other party.

Whereas the said Sir Gilfrid Lawson is sized (?) in the simplest (?) to him and his heirs of one undivided fourth part (the whole into four parts equally to be divided) of the Manor or Lordship of Washington in the County of Durham, the said Robert Shafto is seized in a Free-Simple (?) to him and his heirs of one other fourth part and of one third part of another fourth part of the said manor or lordship, and the remaining fourth part and two third parts of the said other fourth part of the said Manor is the Estate of the Reverend Doctor James Musgrave; **and** whereas the said Sir Gilfrid Lawson is seized in Fee Simple (?) to him and his Heirs in penalty of the Integrity of all those several Lands and Grounds situate and being within the said Manor or Lordship of Washington. And of all mines of Coals within and under the same, which said Lands and Grounds are commonly called and known by the several names of Engine

Field, Todds Close, Robsons Close, Rake North Part of Sparrows High-field, South Part of Sparrows High-field and Bracks Close, containing together one hundred and forty-two Acres and ten Pinches or thereabouts, and the same are described and coloured with blue, and marked with the Letter A in the plan or map here unto annexed; and the said Sir Gilfrid Lawson is in the like Manner seized in the fee-Simple (?) to him and his heirs in severalty of the Intirety of all those several other Lands and Grounds situate and being within the said Manor or Lordship of Washington, which are commonly called or known by the several Names of the South Field or the Back of the Barn, the Halls Nicks, the South two little Fields and Washington Wood Farm **and** the said last mentioned Lands and Grounds are described and coloured with Yellow and marked with the letter B in the said Plan or map hereunto annexed, **And** whereas the said Robert Shafto is seized in Fee Simple to him and his heirs in severalty of the Intirety of all those Lands and Grounds situate and being within the said

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Manor or Lordship of Washington, and of all the Mines of Coal within and under the same, which said last mentioned Lands and Grounds of the said Robert Shafto are commonly called or known by the several names of Lib Lads, North Part of White-field, South Part of White-field, Middle Part of Whitefield, High Ore Close, Middle Ox Close, Low Ox Close, and the Ox Close Gill containing together one hundred and forty-seven Acres three Roods and thirty three Perches or thereabouts described and coloured with red, and marked with the letter C in the Plan or Map annexed **and** the said Robert Shafto is in like Manner seized in Fee-Simple to him and to his Heirs in severalty of the Intirety of all those several Lands and Grounds situate and being within the said Manor or Lordship of Washington which are commonly called or known by the several Names of Swizels and Broomy Nukes and are described and coloured with Green and marked with the Letter D in the Plan or Map hereunto annexed, **and** whereas from the contiguity of the said several estates and from the various Circumstances attending the same the said Sir Gilfrid Lawson and Robert Shafto are fully convinced that it will be greatly for their mutual benefit and advantage that the said Sir Gilfrid Lawson his heirs and assigns should have and enjoy one moiety or half part of the Coal-Mines and Collieries within and under the said Lands and Grounds of the said Robert Shafto in the said Plan describes and coloured with Red, **and** that the said Robert Shafto his heirs and assigns should have and enjoy one moiety of the Coalmines and Collieries within and under the said lands and Grounds of the said Sir Gilfrid Lawson in the said Plan described and coloured with blue **and** that the said Sir Gilfrid Lawson and Robert Shafto respectively and their respective heirs and assigns should mutually and reciprocally have and enjoy all and every benefits and privileges of Way Leaves and Staith Rooms and all other Liberties, Powers, Authorities and Privileges therein after particularly mentioned in respect to the Coal Trade as will within and upon the said Lands and Grounds of each other in the said Plan described and coloured with blue and red respectively as in and upon those which in the said Plan are severally described and coloured with yellow and green respectively and necessary or proper for the Winning, Getting, Working, Leading, Carrying away, selling and disposing of the Collieries, Mines of Coal, and other Mining as will open and not open within and under all those the said Lands and Grounds of the said Sir Gilfrid Lawson and Robert Shafto in the said annexed Plan mentioned, described and coloured with blue and red respectively and marked with the Letters A and C respectively nevertheless so the same be made use of for the use and benefit of the said Coalmines

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Collieries and other mines within and under the said Lands and Grounds coloured with blue and red respectively **and** they have therefore mutually come to such Agreement with each other touching the several matters aforesaid and touching the several other particulars hereinafter mentioned as are hereafter expressed and contained in that Behalf **and** whereas the said Sir Gilfrid Lawson and Robert Shaftoe with a new prospect and designs to come to such Agreements as are hereinafter contained have let a Lease or contracted to let a Lease of the Colliery and Coalmines within and under the said several and respective Lands and Grounds in the said Plans described and coloured with blue and red respectively with various liberties and privileges and Wayleaves to the River Wear upon over and along the same **and** also upon over and along the said Lands and Grounds of the said Robert Shaftoe coloured with green

and called the Twizels and the Broomy Nukes and the Lands of the said Sir Gilfrid Lawson coloured with yellow and called South Field on the Back of the Barn, the Halls Nukes, the South two little fields and Washington Wood Farm, **and** also with various Liberties and Privileges of Staith Room and of making and erecting Trunks with Outgates and Offgates within and upon that part of the Grounds of the said Sir Gilfrid Lawson in the said plan coloured with yellow laying laying contiguous to or adjoining upon the River Wear between the West End of a Quay (Key) belonging to the said Sir Gilfrid Lawson and the Grounds of the said James Musgrave containing in Length in the front thereof facing the River wear, sixty yards or thereabouts and in the breadth from the front thereof backwards forty yards or thereabouts which said Lease is granted or agreed to be granted to Newark Hudson Gentleman, Susannah Jenison Widow, Robert Shaftoe of Benwell Esquire, Jenison Shaftoe Esquire, Mark Milbank Esquire and Matthew Carr Esquire, and Robert Inman Coalfitter; and the said Lease doth or is intended to bear date the seventeenth day of January in the year of our Lord One Thousand seven Hundred and sixty-four at under and upon such Rents, Terms, Covenants, Conditions, Privileges and Agreements such as therein are contained or intended to be contained in that Behalf as in and by the said Lease Reference being thereto had more fully may appear and whereas the said Parties to these present have determined and concluded that this their mutual Agreement should be reduced into Articles of Writing under their respective hands and Seals now these present witness and it is hereby mutually declared and agreed by and between the said Parties to these present and the said Sir Gilfrid Lawson and Robert Shafto Parties hereto for themselves and severally and respectively, and for their several and respective heirs, Exors, Administrators and Assigns do severally and respectively covenant promise, declare and agree to and with each other and to and with the

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Several and respective heirs, Executors, Administrators and Assigns of each other in a Manner following (that is to say) First it is agreed that the said Sir Gilfrid Lawson his Heirs and Assigns shall for ever hereafter have and enjoy to his and their own use one full Moiety or half part of all Collieries, Mines of Coal and other Mines as well open as not open, within and under all those said Lands and Grounds of the said Robert Shafto Party hereto in the said annexed with the Letter C with all necessary or proper Waggonways and Wayleaves, Liberties of making Buildings and erecting Fire Engines and other Engines and all other Things and with all other Liberties, Privileges, Powers and Authorities necessary or proper for the Winning, Getting, Working, Leading, Carrying away felling and disposing of the same either of former or present use, or of future Invention and that in as full and ample a Manner in all Respects as the said Robert Shafto, Party hereto, his Heirs and Assigns could or might use or enjoy the same in case the present Articles had not been executed and the Agreements herein mentioned and contained had not been entered into, and that the said Robert Shafto (Party hereto) his Heirs and Assigns shall for ever hereafter have and enjoy to his and their own use the other Moiety or half part of all the said Collieries or Mines of Coal and other Mines as well open as not open within and under all those the said several Lands and Grounds of him the said Robert Shafto (Party hereto) in the said annexed plan mentioned and coloured with red and marked with the Letter C, with all necessary Waggonways and Wayleaves, Liberties of erecting Fire Engines and other Engines and all other Liberties, Privileges, Powers and Authorities necessary and proper for the Winning, getting, working, leading, carrying away, selling and disposing of the same either of former or present or of future Invention and that in as full and ample a Manner in all respects as the said Robert Shafto, his Heirs and Assigns might or could use or enjoy the same in Case these present Articles had not been executed or the Agreements herein mentioned and contained had not been entered into and that the said Sir Gilfrid Lawson and Robert Shafto (Parties hereto) respectively and their several and respective heirs and Assigns shall be tenants in Common of the said Collieries, Mines of Coal and other Mines within and under the said last mentioned Lands and Grounds with such Liberties and Privileges for and in respect to the same as are last herein before mentioned and have an equal interest therein and in all Rents, Reservations, Sums of Money, benefits and advantages now due or payable or hereafter to be due or payable or to arise in respect of the said last mentioned Collieries,

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Mines of Coal and other mines, and that the said Robert Shafto (Party hereto) his Heirs and Assigns shall upon reasonable request in that behalf and at the equal charges of the said Parties hereto their respective heirs or assigns make do and execute all Acts, Deeds, and Conveyance necessary or proper for vesting one Moiety or half part of the said last mentioned Collieries, Mines of Coal and other Mines in the said Sir Gilfrid Lawson his heirs and assigns to and for his and their own use and benefit. Item is hereby further agreed that the said Robert Shafto (Party hereto) his heirs and assigns shall for ever hereafter have and enjoy to his and their own use one full Moiety or half part of all the Collieries Mines of Coal and other Mines as well open as not open within and under all those the said several lands and grounds of the said Sir Gilfrid Lawson in the said annexed plan mentioned and coloured with blue and marked with the letter A with all necessary and proper Waggonways, Wayleaves and Liberty of making Buildings and erecting Fire Engines and other Engines and all other things, and with all other Liberties, Privileges, Powers, and Authorities necessary for Carrying away, Selling and disposing of the same either of former or present use or of future Invention and that in as full and ample a Manner in all respects as the said Sir Gilfrid Lawson his heirs or assigns could or might use or enjoy the same in case these present Articles had not been executed and the Agreement herein mentioned and contained had not been entered into and that the said Sir Gilfrid Lawson his heirs and assigns shall for ever hereafter have and enjoy to his and their own use the other Moiety or half part of all the said Collieries or Mines of Coal and other Mines as well open as not open within and under all those the said several lands and Grounds of the said Sir Gilfrid Lawson in the said annexed plan mentioned and coloured with blue and marked with the letter A with all necessary Waggonways and Wayleaves Liberty of making building and erecting Fire Engines and other Engines and all other things and with all other Liberties, Privileges, Powers and Authorities necessary or proper for Winning, getting, working, leading, Carrying away, selling and disposing of the same, either of former or present use or of future Invention and that in as full and ample Manner in all respects as the said Sir Gilfrid Lawson his heirs and assigns might or could use or enjoy the same in case these present had not been executed or the Agreement herein contained and contained had not been entered into and the said Sir Gilfrid Lawson and Robert Shafto (Parties hereto) respectively and their several and respective heirs and assigns shall be Tenants in Common of the said Collieries,

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Mines of Coal and other Mines within and under the said last mentioned Lands and Grounds with such Liberties and Privileges for and in respect of the same as are last herein before mentioned and have an equal interest therein and in all Rents, Reservations, Sums of Money Benefits and Advantages now due or payable or hereafter to become due or payable or to arise in Respect of the said last mentioned Collieries, Mines of Coal or other Mines and that the said Sir Gilfrid Lawson his heirs and assigns shall upon reasonable request in that behalf, and at the equal Charges of the said Parties hereto their respective Heirs and Assigns, make do and execute all Acts Deeds and Conveyances necessary or proper for vesting one Moiety or half part of the said last mentioned Collieries or Mines of Coal or other Mines in the said Robert Shafto (Party hereto) his Heirs and Assigns to and for his and their own use and benefit item it is also agreed that the Liberties and Privileges of making, having, using, granting, demising or Leasing of all Waggon Ways, Side Ways, Branches, Wayleaves, Water Courses, Staith Room Liberties Privileges, Powers and Authorities of what Nature or Kind soever either of past or present use or future Invention and necessary or proper for the Winning, getting, Working, Leading, Carrying away, selling and disposing of the said Collieries, Mines of Coal and other Mines as well open as not open within and under the said Lands and Grounds of the said respective Parties to these presents in the said annexed plan, mentioned, described and coloured with blue and red respectively and marked with the Letters A and C respectively shall be used so and in such Manner as not to do any injury, damage or prejudice to the Mansion Houses, Farm houses, Gardens, Plantations, Outhouses and other Erections and Buildings which are or shall be upon the said respective Premises or any of them or any part or parts thereof and that the persons who shall so make or use the same shall make satisfaction to the Tenants or Occupiers of the Lands and Grounds over or along which the same shall be so made or used for the Damages or spoil of Ground to be auctioned thereby or for the Damage or Injury to be done to any Buildings or for any Trespasses by Cattle or

otherwise and shall keep good and sufficient Gates, Rails, Posts and Stoops in all the Hedges over and across which the same shall be made or used, and provide a competent number of Gate-keepers to watch and look after and keep the said gates and the rails to prevent Damages to be done by trespassers in the said Lands and Grounds Item

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It is agreed by and between the said Parties to these presents for themselves severally and respectively and for their several and respective heirs and Executors, Administrators, and Assigns that the said Sir Gilfrid Lawson his heirs and Assigns shall forth and out of the rent reserved or to be reserved in the said Lease granted or intended to be granted to the said Newark Hudson and his Partners herein before mentioned have and receive for his and their own separate use the annual Sum of Five Pounds for each Keel Berth comprised or intended to be comprised within the said lease the Key or Keelberths aforesaid being within the grounds of the said Sir Gilfrid Lawson and that the said Five Pounds for each Keel berth shall be paid over to the said Sir Gilfrid Lawson his Heirs and Assigns notwithstanding and Reservation Grant Agreement Clause matter or Thing contained or intended to be contained in the said last mentioned Lease and the same payment shall continue to be made to the said Sir Gilfrid Lawson his Heirs or Assigns upon any future Lease or Grant to be made of the said Keel Berths by virtue of those present over and above all other Rents and Payments to which the said Sir Gilfrid Lawson is entitled or to which he his Heirs or Assigns is or are to be entitled by Virtue of the said last mentioned Lease and that the Residue of the Rent reserved or to be reserved by the said last mentioned Lease shall be equally divided between the said Sir Gilfrid Lawson and Robert Shafto (Parties hereto) their several and respective Heirs and Assigns share and share alike in the Manner in the same Lease mentioned Item it is agreed by the said Parties hereto that nothing herein contained shall be construed to restrain or hinder the said Sir Gilfrid Lawson and Robert Shafto (Parties hereto) respectively or their respective Heirs and Assigns from Winning, Working, Leading, Carrying away, Selling and disposing of for their own separate use the Coals to be by them respectively wrought dug won or gotten forth or out of their several respective Lands and Tenements at Washington aforesaid in the said Plan mentioned and therein described and coloured with yellow and green respectively or forth or out of any of their several and respective other Lands and Tenements in the said Township of Washington (save the said Lands in the said annexed plan described and coloured with blue and red) or from carrying away the same down to their respective Staiths upon the Rivers Wear or Tyne or to any other place to which they shall be entitled to carry the same so as they observe to perform and comply with the several Terms, Covenants and Agreements herein before mentioned and contained and hereby agreed to be performed as aforesaid

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Item it is agreed by the said Parties hereto that the said Sir Gilfrid Lawson his Heirs and Assigns shall have and take in severalty for his and their own proper use and benefit all the manures and Ashes Compost and Dung to be made or bred upon within or under any of the Lands and Grounds of him the said Sir Gilfrid Lawson in the said Township of Washington in the said Plan annexed describes and coloured with blue and yellow or the Waggon Ways and other Ways to be there made from the Winning and Working of the said Coal mines now let to the said Newark Hudson and his said partners and from the Leading, Taking and Carrying away and vending of the same or of any other Coalmines for which any Waggonways or other Ways hath been or shall be granted by the said Sir Gilfrid Lawson and Robert Shafto (Parties hereto) their Heirs or Assigns to any person or persons. Item it is also agreed by the said Parties hereto that the said Robert Shafto (Party hereto) his Heirs and Assigns shall have and take in severalty to his and their own proper use and benefit all the Manure, Ashes Compost, and Dung to be made or bred upon within or under any of the Lands and Grounds of him the said Robert Shafto in the said Township of Washington in the said Plan annexed, described and coloured with red and green or the Waggonways or other Ways to be those made from the Winning and Working of the said Coalmines now let to the said Newark Hudson and his said Partners and from the Leading, Taking, carrying away and vending of the same or of any other Coalmines for which any Waggonways or other ways hath been or shall be granted by the said Sir Gilfrid Lawson and Robert Shafto (Parties hereto) their Heirs or Assigns to any other Person or Persons whomsoever in Witness the Parties hereinbefore named to these presents have interchangeably set their Hands and Seals the day and Year first herein before written

Signed Gilfrid Lawson

Robert Shafto

Signed, Sealed and delivered by the
within named Sir Gilfrid Lawson and
Robert Shafto (the Parchment being
Stamped) in the Presence of us

Ja: Brock

Cuth: Swainston

N.B. See the Plan referred to at the end of the Copy of the Colliery Lease.

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Remarks on the several Pits

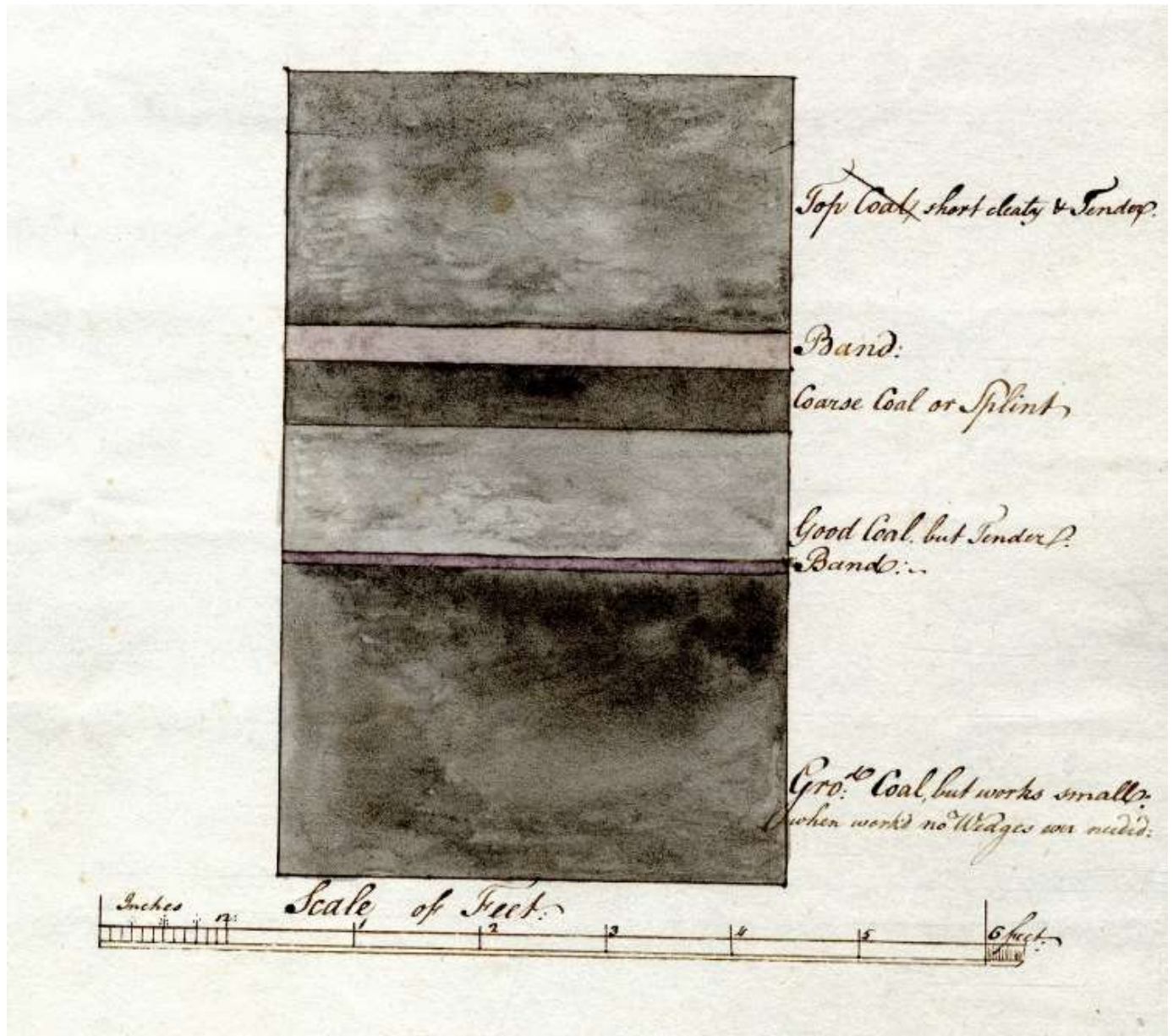
The Engine.

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Due to Sir Gilfrid Lawson for the Half Year ending June 30 th 1792 viz:				£.	s.	d.
Moieties of Rents	£.	s.	d.			
Colliery Rent on 384 tons, Huttons and Maudlins Seams at 10s.10d	192	-	-			
Wayleave dia: on 337 Tons 10 Waggons led from Washington }						
Glebe to the River Wear at 7s.6d. }	126	10	10 3\4			
				318	10	10 3\4
The like for the Half Year, ending Dec: 31 st 1792						
Moieties of Rents						
Colliery Rent on 442 Tons. 8 W Huttons and Maudlins seams..... at 10s.0d	225	3	7 1\2			
Wayleave dia: on 349 T., 1W led from the Glebe .....at 7s.6d	130	17	10			
Fire Coal.....84 Foth at 10s.0d	-	15	3 1\4			
Ditto led from the Glebe.....220 dia: Wayleave.....at 7s.6d	1	10	-			
				354	6	8 3\4
Total				672	17	7 1\2
Tons Wt						
Ox Close.....826. 8						
Glebe.....686. 11						
1512. 19						
For the Half Year ending June 30 th 1793						
Colliery Rent on 339 Tons 16 W of Huttons and Maudlins.....at 10s.0d	169	17	34			
Glebe Way Leave on 239T 1W of High main Coal.....at 7s.6d	89	12	10			
				259	10	1 1\4
For the Half Year ending Dec: 31 st 1793						
Colliery Rent on 442T. 3W of Hutt: and Maudlins .....at 10s.0d	225	1	44			
Way Leave on 350T. 5 W of Glebe Coals.....at 7s.6d	135	6	8 1\2			
Fire Coal on 17 T. 6W } 2Tons 6Fe.....at 10s.0d	1	1	1			
Allowance.....15T. 0W }						
Way Leave on 4 tons 42 Bolls of Fire Coals from Glebe.....at 7s.6d	1	15	8 1\2			
				355	4	10 1\4
				614	14	11 1\2
Tons Wt						
Ox Close.....781. 19						
Glebe.....589. 6						
1371.3						

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Section of the upper main coal seam in the Innermost East Bord of the Glebe Pitt in Washington Colliery and near the N. East Angle of the Nth. Shaft's closes called Broomy Nooks; taken May 6th 1794: Supposed to lay 120 Faths. Deep here.



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Due to Sir Gilfrid Lawson Bt: for the Half-Year due June 30th 1794.

Waggons

Led from the D Pit, Hutton's Seam.....	3675
.....E Pit, Ditto for Maudlin.....	3508

.....F Pit, Ditto..... 835 Tons Wag.
7570 at 22 Wag. P Ton; =345. 8
 Led from Washington Glebe..... 5695 at 22 Wag P ditto = 258. 15

	£.	s.	d.
Colliery Rent on 341 Tons. 8 Wag. led from Old Washington.....at 10s.0d	570.	13.	7 1\2
Way Leave Ditto on 258 Tons. 15Wag. led from Washington Glebe.....at 7s. 6d	97.	-	5 1\2
	£ 267.	13.	8 3\4

Due to Sir Wilfrid Lawson Bart. For the half year ending Dec 31st. 1794

Waggs:

Led from the D Pit, Hutton's Seams..... 264
 E Pit, Ditto and Maudlins..... 4746
 F Pit, Hutton's.....4761

9775 at 22W. P = 444Tons. 3 Wa.

Led from Washington Glebe.....7430 at 22 P = 337 Tons. 16 Wa.

	£.	s.	d.
Colliery Rent on 444 Tons 3 Wa. from Old Washington at 10s.0d	222	1	4 1\4
Way Leave on 337 T. 16 W. from Washington Glebe at 7s.6d	126	12	11 1\4
For Coal (above the allow: from Old Washington }			
968 Fathoms = 57 Tons. 264 Bolls from Old Washington } at 10s.0d	8	16	0
Way Leave on Fire Coal led from the Glebe viz: }			
273 Fath: = 4 T. 424 Bolls from the Glebe viz: } at 7s.6d	<u>1</u>	<u>17</u>	<u>2 3\4</u>
Last half Year..... £276. 13s. 8 3\4d }			
This half year.....£359. 7s. 6 1\4d } £627. 1s. 3d. £	<u>359</u>	7	6 1\4

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The D Pit

Depth of High- main58 Fath More to Maudlins Coal <u>9 1\2 F</u> 67 1\2	Section of the Seam (Maudlin) 270 Yards N. from Shaft
This is the first pit set to work in this Maudlin in 1792.	
1792- Oct. 23. Viewed this Pit along with	

<p>Mr. Stobart. Winnings.....11 Yards Walls.....7 Bord.....4 11</p> <p>Roof- A flag Stone when broken Bords stand without Props Pillars yards to holing Arise parting between the Top of Kerving Coals.</p>	<p>F. In Top Coal Shamey (?), but good..... 1. 5 Kerving Coal- generally tender.....1.2 Coarse Coal.....1 1\2 Splint- but properly, Stone.....4 1\2 Ground Coal.....1.4 Wrought.....4.5</p> <p>Left under foot.....F. In Stone..... 3 Bottom Coal..... 10 <u>1.1</u></p> <p>5.6 N.B. A Few Inches taken up } Occasionally for Horse height }</p>
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No text

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<p>Copy of a way- Leave from the Black Fell through Washington to Wear. Sir G. Lawson and Rob: Shafto to Hon: L. Ravensworth Mary Bowes and John Earl of Bute</p>	<p>This Indenture made the seventeenth Day of April in the fourth 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 sixty-four between Sir Gilfrid Lawson of Brayton in the County of Cumberland Baronet and Robert Shafto of Whitworth in the County of Durham Esquire of the one part and the Right Honourable Henry Lord Ravensworth of RavensworthCorthe in the County of Durham, Mary Bowes of Gibside in the said County of DurhamWidow and the Right Honourable John Earl of Bute of Loo in the County of Bidford of the other part witnesseth that for and in consideration of the yearly Rent Covenants and Agreements hereinafter reserved and mentioned on the parts and behalf of them the said Henry Lord Ravensworth and Mary Bowes. and John Earl of Bute their Exors Admins (?) and Assns (?) to be paid done and performed they the said Sir Gilfrid Lawson, and Robert Shafto have and each of them respectively according to his and their respective Estate and Interest hath demised granted and to pass (?) letter and by these Present do and each of them doth according to such their Estate and Interest demise grant and to farm let unto the said Henry Lord Ravensworth and Mary Bowes and John Earl of Bute their Exors, Admins and Assns full and free Liberty Power and Authority to and for them the said Henry Lord Ravensworth, Mary Bowes, and John Earl of Bute their Exors, Admins and Assns and their and every of their agents servants and workmen to cut and dig the earth and soil and to make lay and place one Main Waggon Way and one Bye Way and one Wain Way or Cast Way with necessary Branches in through over</p>
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	<p>and along all or any of Lands and Grounds Fields or Closes of belonging to them the said Sir Gilfrid Lawson and Robert Shafto or either of them situate lying and being within the Township Townsfields Precincts and Territories of Washington in the said County of Durham and now in the Tenure or Occupation of them the said Sir Gilfrid Lawson and Robert Shafto either of their tenants or farmers thereof not being the ground whereon any house or other building now stands or now used as any garden orchard or courtyard for the leading carrying and conveying by horses waggons and wain carts or other carriages in through over and along the said Lands and Grounds the most convenient and most commodious way to or towards the River Wear the full number and quantity of fifteen hundred tons of coals such measure as is herein after mentioned yearly and every year on year with another of them the said Henry Lord Ravensworth, Mary Bowes and John Earl of Bute their Exers, Admins and Assns or any of them to be wrought and</p>
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Gotten forth and out of their or any of their Collieries or Coalmines as well opened as not opened within or under all or any of the inclosed Lands and Grounds within the Township of Usworth and Parish of Washington commonly called or known by the several Name or Names of Mount and Springwell Farms and within or under all or any part of a certain Moor or waste commonly called or known by the name of Birtley Moor otherwise Birtley Fell or Common within the Parish of Chester le Street in the said County of Durham or any of them, but no greater or other quantity of coals whatsoever nor from any other Colliery or Collieries Coalmine or Coal Mines whatsoever and also for the Leading Conveying and Carrying of all and every the Colliery Incident, Iron, Timber, Stones and other Materials Matter or Things to and from their Coal Staiths to and from such their Collieries or Coal Mines aforesaid and also, full and free Liberty Powers and Authority to and for them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exs. Admins and Assigns Workmen Agents or Servants from time to time and at all times hereafter as occasion shall require to lead fix lay and place Wood Timber Earth Stones Gravel Rails Sleepers and other Materials in and upon the said Lands and Grounds and to employ workmen and work horses and to cut and dig erect and make any trench or trenches bridge or bridges batteries or cuts and to build erect and make Gate Keepers houses hovels and lodges and to do all other things necessary and convenient as well for the making laying and placing of the said Waggon Way or Waggon Ways Branch or Branches Wain Way or Ways as for the Repairing Amending Removing or Altering thereof or any part thereof when and so often as there shall be occasion so always nevertheless that none of the said Waggon Way or Waggon Ways with the Bye Ways Wain Ways and Cart Ways (exclusive of the Gutters) shall or exceeded together 14 Yards in Breadth in any part thereof (except in Cutting through Hills or filling up Deans, Gills, Valleys or Hollow places where it shall be necessary to make the same broader and also full and free Liberty to dig take and get stones, earth or rubbish for the purposes aforesaid in any convenient part or parts of the said Land Closes or Grounds at Washington aforesaid doing as little damage or spoil thereby in the herbage or soil thereof as conveniently may be and also full Power and Authority to and for them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exers. Admins Workman Agents Servants and Assigns to go along pass and repass to go along the said Waggon Way or Waggon Ways Wain Ways or Cart Ways Branch or Branches so as to be made laid and placed as aforesaid on foot or on horseback or with horses Carts Wain Waggons or with other Carriages laden

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or unloaden unto or from or to or towards any such Colliery or Coalmines as aforesaid and all singular other the Liberties Privileges and Easements whatsoever needful or necessary in or about the making laying placing removing altering repairing and using the said Waggon Way or Waggon Ways Wain Way or Cart Way Branch or Branches Bridge or Bridges Batteries or Cuts or any of them and also all that part of the Key or Wharf commonly called or known by the name of Washington Wood Key on the North Side of the River Wear in the Liberties and Precincts of Washington aforesaid now in the Tenure or Occupation of the said Robert Shafto or his tenants or farmers thereof together with all that piece of parcel of ground situate lying and being on the said Key or Wharf containing in length

from the Bounder Hedge of the Lands and Grounds of the Reverend Doctor James Musgrave within the said Township of Washington joining upon the said River Wear and extending to or towards the West Seventy- five Yards in length along the face of this said Key to a certain Mark or Stob there fixed in the Ground, and also extending backwards from the Face or Front of the said Quay thirty yards in all parts thereof by a Line drawn from East to West parallel to the Face or Front of the said Key and also full and free Liberty Powers and Authority to build erect and make Keys, Staiths, Trunks Angaits and Offgaits a Staithmans house and all other necessary houses erections and conveniences for the use of the said Collieries Way Leaves Staiths and Trunks not only upon the said Key and Grounds within the Limits and Bounds before mentioned but also upon nay part of the Close or Parcel of Ground lying and being behind the samed (?) to or towards the North and now in the Tenure or Occupation of the said Robert Shafto or his Tenants or Farmers thereof but so as that such houses and erections on the said Close shall not obstruct stop or hinder a WaggonWay Wain Way or other Way to be made or used by the said Robert Shafto his heirs or assigns or his or their Tenants to or towards the West and of the said Washington Wood Key and hereby demised and containing in length on the Front or Face thereof (that is to say) from the Mark or Stob hereinbefore mentioned Westwards to the Ground of Margaret Davidson Spinster twenty four yards or thereabouts and also full and free Liberty Power and Authority to unload land receive deposit and lay Wood Timber and any other Materials upon the said demised Keys and Close or Parcel of Ground behind the same from and out of Keels and other Vessels in the said River Wear or elsewhere for the use of or to be employed in and about the said Staiths and Trunks and the said Collieries Waggonways or other Ways herein before mentioned of them the said Lessees and Parties hereunto their Exers Admins and Assigns and to lay

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Deposit and keep Coals in the said Staiths and Trunks and from thence to vend and deliver into Keels Coal Boats or any other Vessels in the said River Wear the Coals of the said Lessees Parties hereto their Exers Admins and Assigns to be led and conveyed from all or any of the Collieries herein before mentioned but from no other Colliery or Collieries Coalmine or Coalmines whatsoever and also to deliver into Keels Coal Boats or other Vessels in the said River Wear from any part of the said Quay hereby demised any of the Materials of or belonging to any of the Collieries of them the said Lessees herein before mentioned together also with all and singular other Liberties Privileges and Easements whatsoever needful or necessary in or about the Building erecting and Making the said Key Staiths Trunks Ongaits Offgaits Houses Erections and other Conveniences or in using removing altering and repairing the same or any of them, except and always reserved forth and out of their present demise full Power Liberty and Authority to and for the said Sir Gilfrid Lawson and Robert Shafto their Heirs and Assigns to give grant and demise unto any person or persons whomsoever for any Term of Years Liberty Licence and Power to lay and place one or more Waggon Way or Waggon Ways Bye Way or Bye Ways Branch or Branches and to pass and repass in through over and along the same with Horses Carts Waggons Wains and all other Carriages whatsoever loaden or unloaden or over and along the said Lands and Grounds of Washington aforesaid so as the same do not prejudice the Way and Ways Branch and Branches hereby demised and granted otherwise than by crossing the same where necessary and also that they and either of them their and either of their Heirs Tenants Servants or Agents do in such crossing thereof give the half Hinderance Interruption or Disturbance possible to the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exers Admins and Workmen Carriagemen Agents Servants or assigns in passing or surpassing along the said Waggon Way or Waggonways or other Ways hereby demised and to make lay and place one or more Ongait or Ongaits Offgait or Offgaits where they or any of them shall so cross the said Waggon Way or Waggonways or other Ways hereby demised and also excepted and reserved Liberty and Licence to and for the Cattle Horses Wains or any other Carriages Plows Harrows or any other Things of or belonging the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs Tenants Farmers or Assigns of their or any of their Lands and Grounds at Washington aforesaid and their or any of their Workpeople to be used and employed in Leading, Driving Carrying or Conveying any Cattle or Horses or other Things to pass and repass cross the said Ways Branch or Branches and upon and along the said Wain Way or Cart Way hereby demised or any part thereof for the Management Convenience and husbandry of their Lands and Grounds at Washington aforesaid so as they or any of

them shall not thereby obstruct stop or hinder the Carriages Carriagemen Agents and Workmen Workhorses Servants or Assigns of them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute in passing and repassing along

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or crossing the said Waggon Way or Waggon Ways or other Ways hereby demised and to have and to hold the said Way Leave and Passage Waggon Way and Waggon Ways Wain Way and Cart Way Branch and Branches the said Part of the said Key or wharf and the said Piece or Parcel of Ground at Washington Wood and all and singular other the Liberties Privileges and Premises above in and by these presents demised and granted or mentioned or intended so to be with their and every of their appurtances and or incidents (except as before excepted) unto the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns from the twenty fifth day of March last past unto the full end and from and for and during the whole Form of thirty and one years from thence next ensuing fully to be complete and ended and yielding and paying therefore unto the said Sir Gilfrid Lawson and Robert Shafto their heirs and assigns yearly and every year during the continuance of the said term of thirty and one years the certain yearly rent or sum of three hundred and fifteen pounds of lawful money of Great Britain at two days or times in the year by even and equal portions (that is to say) upon the twenty ninth day of September next ensuing the date hereof and the said rent to be paid and payable whether the said quantity of fifteen hundred tons of coals is led or not led free and cleared and discharged of and from all and all manner of taxes, charges and assessments whatsoever in the proportions hereinafter mentioned (that is to say) the sum of one hundred and fifty seven pounds ten shillings part of the said rent of three hundred and fifteen pounds to the said Sir Gilfrid Lawson his heirs and assigns and the sum of one hundred and fifty seven pounds and ten shillings the remaining part thereof to the said Robert Shafto his heirs and assigns provided always that if it shall happen the said yearly rent of three hundred and fifteen pounds of lawful British money or any part thereof shall be behind or unpaid by the space of forty days next over or after any of the said days or times of payment whereat or whereon the same ought to be paid as aforesaid that then and in such case it shall and may be lawful to and for the said Sir Gilfrid Lawson and Robert Shafto their heirs and assigns to stop seize and distrain all such Waggons Wains Carts and other Carriages leading Coals and the Coals or any other Things found therein and the horses or cattle drawing the same passing or repassing in through over and along the said Waggon Ways or other ways hereby demised and the same or any of them so distrained to take carry away withhold detain and keep until the said rent or rents so behind or unpaid shall be paid and satisfied with the Costs and Charges of such distress stopping taking and detaining and keeping and in default of such payment by the space of five days next after such stopping seizing or distraining to sell the same or any part thereof and there out to pay all rent and rents then so due and in arrears with the charges attending such seizing stopping distraining carrying away keeping and selling

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Vending the Overplus if any there be to the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns, and also to re-enter into the above demised premises and every or any part parcel thereof and the same to have again repossess and enjoy as in their or either of their first and former Estate any Thing hereinbefore contained to the contrary thereof notwithstanding and that then also and in case of non payment of the said rent or any part thereof as aforesaid if they or either of them shall think fit to stop and hinder the Waggons or other Carriages of the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns from leading the said Coals to be got or won in the said Collieries and Coalmines and to set up posts or rails and to make and dig up Cutts and Ditches for that purpose and to put Locks upon any of the Gates or Rails on the said Premises and to pull up the said Waggon Ways Bye Ways Branch or Branches or any of them and to continue such interruption or stopping until the rent which shall so happen to be in Arrear and unpaid shall be fully paid and satisfied with reasonable charges to be occasioned by such stopping or interruption for non payment and the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute do hereby jointly and severally for themselves and for their joint and several Exors Admins and Assigns covenant promise grant and agree to and with the said Sir Gilfrid

Lawson and Robert Shafto their Heirs Exors Admins and Assigns in manner and form following (that is to say) that they the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admin and Assigns or some or one of them shall and will during the Continuance of this Demise will and truly pay or cause to be paid the said rent or sum of money herein before mentioned and reserved to such person or persons respectively and in such proportions manner and form and at the several days and times hereinbefore limited and appointed for payment thereof free and clear of and from all deductions or abatements as aforesaid forth or out of the same or any part thereof and the said rent to be payable and paid as aforesaid whether the said quantity of fifteen hundred tons of Coals is led or not led and further that they the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns or some or one of them shall and will from time to time and at all times during the Continuance of this Demise make erect and keep good and sufficient Gates Rails Posts or Stoops to shut up and inclose such Breach or Breaches as they shall have occasion to make from time to time in the Hedges Walls or Fences of the Lands Closes or Grounds of them the said Sir Gilfrid Lawson and Robert Shafto or either of them and shall and will from time to time provide and keep Gatekeepers to look after and keep shut the said Gates or Rails to prevent Trespasses by Cattle Horses Sheep or otherwise in

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The said Lands and Grounds in Washington aforesaid as much as may be and also shall and will from time to time and at all times during the continuance of the Demise at their or one of their like expense and charge cause the said Waggon Way or Waggon Ways Side Way or Side Ways Branch or Branches to be well and sufficiently nailed or otherwise fenced off with thicket hedges on each side thereof where it shall be necessary for the preventing of damage by cattle horses sheep or otherwise and shall and will from time to time during the continuance of this demise so often as there shall happen to be any trespassers by cattle horses sheep or otherwise upon any of the Lands or Grounds at Washington aforesaid from the making of such breach or breaches or from the leaving open or not keeping the said gates and rails locked and fastened or from not railing or fencing in such way or ways branch or branches make and pay reasonable satisfaction to the said Sir Gilfrid Lawson and Robert Shafto and either of them their and either of their tenants or farmers of their and either of their Lands and Grounds where such trespasses shall happen to be made and it is hereby agreed between the said Parties to these presents and each any way of them that if at any time or times during the continuance of this demise any difference shall arise between the said Lessees Parties to these Presents their Exors Admins and Assigns and such Tenant or Tenants of such Lands and Grounds where such trespasses shall happen in ascertaining and settling the damages of such trespasses as aforesaid such difference shall from time to time be referred to the Award and Arbitratment of two indifferent persons one to be nominated and appointed by such tenants or farmers and the other of them by the said Lessees Parties to these Presents their Exors Admins or Assigns and further that they the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns shall and will yearly and every year during the continuance of this demise from and after the laying and placing of any such Waggon Way or Waggon Ways or other Ways Branch or Branches or their having using or enjoying in or upon the said Lands and Grounds at Washington aforesaid or any part thereof all or any of the Liberties and Privileges hereby demised and granted (save and except that part of the Key or Wharf at Washington Wood and the Piece or Parcel of Ground hereinbefore limited and described of Thirty yards in Breadth backwards from the Face of the said Key for the Damage and Spoil where of no recompense or satisfaction (is to be made) is intended to be paid) make and pay the tenants or farmers of the Lands and Grounds and Closes or Parcels of Ground where any such Waggon Way or Waggon Ways or Bye Way or Bye Ways Branch or Branches shall be laid or any other of the Liberties and Privileges hereby demised made use of or enjoyed (except as before excepted) reasonable satisfaction for the damages or spoil of ground that shall be occasioned by such Waggon Ways or other Ways or by the having using or enjoying of any other Liberties or Privileges hereby demised and granted as aforesaid within

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Any of the Lands or Grounds of them the said Sir Gilfrid Lawson and Robert Shafto during the Time of the Continuance of such Damage or Spoil of Ground and no longer to be ascertained as aforesaid by the Arbitrament and Determination of such indifferent persons as shall be from Time to Time and as Occasion shall require chosen and nominated as aforesaid and also shall and will within six months next after the end or other sooner Determination of the term hereby granted cause to be levelled so as to be made fit for plowing all such Part and Parts of the said intended Waggon Way and Bye Way Wain Way or Cart Way and the Branches thereof respecting (other than and except such Batteries as shall exceed two feet in height and other than and except such Cutts as shall exceed two feet in depth from the surface of the Ground) as the said Sir Gilfrid Lawson and Robert Shafto or either of them their ir either of the heirs or assigns shall choose and elect to have levelled and also in case the said Lessees their Exors Admins or Assigns shall erect and build a Bridge over and across the Gill called Ox Close Gill that then they the said Lessees their Exors Admins or Assigns shall and will erect and build the same sufficiently commodious and leave a convenient Way or Passage for the Tenants of the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns to pass and repass there and also that in Case the said Lessees their Exors Admins or Assigns shall make use of the present Bridge erected across the said Ox Close Gill then and in such Case that they said Lessees their Exors Admins or Assigns shall and will for so long time as they shall continue to use the same have keep and maintain the same in such plight and condition as that Carts and Carriages may at all times during such their usage thereof conveniently pass and repass over and across the same and further that it shall and may be lawful to and for the said Sir Gilfrid Lawson and Robert Shafto and either of them their and either of their Heirs and Assigns according to their respective Estate and Interest to grant and demise unto any person or persons whomsoever for any term of years Liberty Licence and Power to lay and place one or more Waggon Way or Waggon Ways Bye Way or Bye Ways Branch or Branches and to pass and repass in through over and along the same with Horses Carts Waggons Wains and all other Carriages whatsoever loaden or unloaden over and along the said Lands and Grounds at Washington aforesaid so as the same do not prejudice the Way and Ways Branch and Branches hereby demised and granted otherwise than by crossing the same where necessary and so also that they or any of them their either or any of their Heirs Tenants Servants or Agents do in such crossing thereof give the least hinderance interruption or disturbance possible to the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins Workmen Carriagemen Agents Servants or Assigns in passing or repassing along the said Waggon Way or Waggon Ways or other Ways hereby demised and to make lay and place one or more Ongait or Ongaits Offgait or Offgaits where they or any of them shall so cross the same Waggon Way or Waggon Ways or other Ways hereby demised and further that it shall and may be lawful to and for the said Sir Gilfrid Lawson and Robert Shafto their and either of their Tenants or Servants for the Benefit and Improvement of their Farms Lands and Grounds at Washington aforesaid with their or any of their Cattle Horses Wains or other Carriages Plows Harrows or any other Things and their or any of their Work People to be used and

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Employed in leading driving carrying or conveying any cattle horses or other things to pass and repass cross the said Ways Branch or Branches and upon and along the said Wain or Cart Way hereby demised or any part thereof for the Management Convenience and Husbandry of their either or any of their Lands and Grounds at Washington aforesaid so as they or any of them shall not thereby obstruct stop or hinder the Carriages Carriagemen Agents Workmen Workhorses Servants or Assigns of them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute in passing and repassing along or crossing the said Waggon Way or Waggon Ways or other Ways hereby demised and they the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute for themselves their Executors Admins and Assigns do further covenant promise and agree from time to time and at all times during the continuance of the said term hereby granted to permit and suffer and that it shall and may be lawful to and for the said Sir Gilfrid Lawson and Robert Shafto respectively and their several tenants of their respective Lands and Grounds at Washington aforesaid for the time being to take up gather lead and carry away all such manure dung or compost as shall happen to be made bred or arise upon the said Waggon Way or Ways in any of the said Lands and Grounds of them the said Sir Gilfrid Lawson and Robert Shafto respectively at Washington wherein any such Waggon Way or Waggon Ways or

other Ways Branch or Branches shall happen to be and to dispose of at their free wills and pleasures respectively so as such manure be from time to time taken away within three months after notice given by the Lessees for that purpose provided always and it is mutually covenanted declared and agreed upon by and between the said Parties to these presents that if the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns shall not and do not yearly and every year lead and convey over and along the said Waggonways hereby demised to the said River Wear the full yearly quantity or fifteen hundred tons of coals each ton to consist of twenty-two Waggons or fifty-five Fothers or Wain Loads or one hundred and ten Cart Loads of Coals each Waggon to contain and hold twenty Bolls each Fother or Wain Load to hold eight Bolls and each Cart to hold and contain four Bolls and each Boll to hold and contain thirty six Winchester Gallons Winchester Measure at the Staith upon a fair Stroak or Streak that then and when and so often as any deficiency or falling short in the lending of such said certain yearly stipulated quantity as aforesaid shall happen it shall any may be lawful to and for them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns in any of the following year or years during the continuance of this demise to lead and convey over and along the said Way or Ways to the said River Wear all such number of tons or quantities of coals as shall have been in any of the preceding year or years led short of the said yearly quantity of fifteen hundred tons of coals such measure as aforesaid without paying any further rent or sum of money for the same other than and except the aforesaid certain yearly rent of three hundred and fifteen pounds for the Liberty of Leading the said certain yearly quantity of fifteen hundred tons of coals such measure as aforesaid and it is further mutually covenanted declared and agreed upon by and between the said parties to these presents that it shall and may be lawful to and for the said Sir Gilfrid Lawson and Robert Shafto and

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Either of them their and either of their Heirs and assigns upon the Terms and for the Consideration hereinafter mentioned to give grant and demise to any person or persons whomsoever for any Term of Years not exceeding the Continuance of this Demise full and free Liberty Licence and Power to pass and repass at all seasonable Times in through over upon and along all or any of the said Waggon Way or Waggon Ways with Horses and Waggons loaden and unloaden and also full and free Liberty Licence and Power at all seasonable Times to pass and repass in through over upon and along the said Wain Way or Wain Ways with Horses Wains Carts or any other Carriages loaden or unloaden for the Leading Conveying of such coals only to the River Wear as shall be wrought out of the Collieries and Coal-mines of them the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns in the said Township of Washington but no other Coals whatsoever and also for the leading and conveying of such Colliery Materials as belong to the said Colliery's and Coalmines of them the said Sir Gilfrid Lawson and Robert Shafto in the said Township of Washington to and from the same in consideration whereof they the said Sir Gilfrid Lawson and Robert Shafto for themselves severally and for their several Heirs and Assigns do hereby covenant promise and agree to and with the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns that they the said Sir Gilfrid Lawson and Robert Shafto and either of them their and either of their Heirs and Assigns shall and will within one Month next after their Beginning to use the said Waggon Way or Waggon Ways Wain Way or Wain Ways or any of them or any part thereof well and truly pay or cause to be paid unto the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns one full Moiety or half part the whole into two parts equal to be divided of all the expenses which shall have accrued in levelling the Ground making Bridges Cutts and Batteries laying the Waggon Way and Waggon Ways with Rails and Sleepers hedging off the same making and fixing Gates Building Gatekeepers houses and all other incidental Charges whatsoever relating to the completing the said Waggon Ways and Wain Ways (according to the Covenant and Agreements herein contained) so to be from Time to Time made use of and enjoyed by the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns and shall and will also well and truly pay or cause to be paid unto the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns monthly and at the end of every Month after their beginning to use the said Ways or any of them or any or any Part thereof such payment and satisfaction by a Rental Rent or otherwise for the upholding maintaining and keeping in repair the said Waggon Way and Waggon Ways Wain Way and Wain Ways with the Hedges Gates and

Gatekeepers Houses as shall be adjudged just and reasonable from Time to Time by two indifferent persons for that purpose to be nominated and chosen one on behalf of the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns and the other by the said Sir Gilfrid Lawson and Robert Shafto their Heirs or Assigns

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some or one of them provided always that if it shall happen the said full Moiety or half part of the said expenses as aforesaid or any part of the moneys which according to the true intent and meaning of these presents might to be paid on account or in respect thereof shall at any Times or Times be unpaid by the Space of one Calendar Month next after the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of the Heirs or Assigns shall begin to use the said Ways or any of them or any part thereof, or if it shall happen the said payment and satisfaction by a Tintale (?) Rent or otherwise or any part thereof shall be behind and unpaid by the space of forty days next over or after any of the Days or Times of payment whereat or whereon the same ought to be paid as aforesaid then and in every such Case and from Time to Time it shall and may be lawful to and for the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns to stop seize and distrain all and every the Waggons Wains Carts and other Carriages leading Coals and the Coals or any other Things found therein and the horses or cattle drawing the same passing or repassing in through over and along the said Waggon Ways or other Ways and the same or any of them so distrained to take carry away withhold detain and keep until the said payment or payments so behind or unpaid shall be fully paid and satisfied together with the Costs and Charges of such Distress Stopping Taking Detaining and Keeping and in Default of such payment by the Space of Five Days must after such Stopping Seizing and Distraining to sell the same or any part thereof and thereout to pay all Moneys then so due and in Arrear with the Charges attending such Seizing Stopping Distraining Carrying-away Keeping and Selling rendering the Overplus (if any there be) to the said Sir Gilfrid Lawson and Robert Shafto their Heirs or Assigns and also by all and every or any Ways and Means which they the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors or Assigns shall think fit to stop and hinder the said Sir Gilfrid Lawson and Robert Shafto and each of them their and each of their Heirs and Assigns from using the said Waggon Ways or other Ways or any part thereof for the future and the said Sir Gilfrid Lawson and Robert Shafto do hereby for themselves severally and respectively and not jointly not the one of them for the other but each of them for his own respective acts and deeds Heirs and Assigns covenant promise and agree to and with the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns by these presents in Manner following (that is to say) that it shall and may be lawful to and for them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns they paying the Rent and Sums of Money hereinbefore reserved and made payable and observing doing and performing the several Covenants and Agreements herein mentioned and contained on their parts to be observed done and performed peaceably and quietly to have hold use occupy possess and enjoy all and every of the Liberties and Privileges Powers and Authorities and other the Premises hereby granted and demised or mentioned or intended so to be (except as before excepted) from Time to Time and at all Times during the Continuance of the said Term of thirty and one Years without the Lett Suit Hinderance Interruption or Disturbance of them the said Sir Gilfrid Lawson and

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Robert Shafto or either of them their or wither of their Heirs or Assigns or of any other Person or Persons lawfully claiming or to claim by from or under them either or any of them and further that it shall and may be lawful to and for them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins and Assigns at any Time or Times after the End of six Months and before the end of twelve Months next after the Expiration or other sooner Determination of this for sent Demise (upon their first paying the several rents and sums of money herein before reserved and made payable and performing the several Covenants Clauses and Agreements herein contained which according to the true Intent and Meaning of these Presents ought on their Parts then to be paid done and performed to take down take up remove lead and carry away with Horses Wains Carts Waggons or other Carriages

and to convert to their own use or uses and to deliver into Kiels or Boats or otherwise as there shall be occasion all and every such Houses Hovels Lodges Stables Shops Staiths Trunks Angaits and Offgaits and other Erections built made or composed of Deals Rails Wood or Timber or any other Materials (save except such Houses or other Buildings or Erections as shall be built made or composed of Brick or Stone or both) and also all and every such the Rails Sleepers Iron Wood and other Materials of and belonging to them the said Lessees their Exors Admins or Assigns which the said Lessees or either of them their or either of their Heirs or Assigns shall not in pursuance of the Promise hereinafter contained elect and request to have left (if any such shall be) and which shall be laid fixed or placed in or upon any of the said Lands and Grounds or Closes within the said Township of Washington or in or upon the said Washington Wood Key or Wharf and Close by Virtue of these Presents or the Liberties hereby demised (save and except the Gates, Styles, Stoops, Barrs or Rails which shall be set up fixed or erected for preventing Trespassers by Cattle as aforesaid, and save and except such part and parts of the said Waggon Ways and other Ways as shall be then made use of by the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns which it is hereby declared and agreed shall be left for their use and Benefit they the said Sir Gilfrid Lawson and Robert Shafto their Heirs or Assigns some or one of them making such Payment and Satisfaction to the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns for their Moiety or Half part of such part and parts of the said Waggon Ways and other Ways so made use of by the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns as shall be adjudged just and reasonable by two indifferent persons to be for that Purpose nominated and chosen as aforesaid such Payment and Satisfaction to be made within one Month next following the End of the said Twelve Months next after the Expiration or other sooner Determination of the said Term provided and so as that as little Damage or Spoil of Ground or Herbage as the Nature of Things will admit of be done or occasioned by such Taking-down, Taking up, removing, Leading and Carrying away (if any as aforesaid and so as they the said Lessees Parties hereto their Exors Admins or Assigns shall and

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do with all convenient speed pay and make satisfaction for damage and spoil of Ground during the said twelve months next after the end of or sooner Determination of the said Term if any such Damage or Spoil there be provided always nevertheless and it is hereby declared to be the true Interest and Meaning of these Presents and of all the Parties hereto that if the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns or any of them shall be amended and desirous to have and purchase all or any of such Houses Hovels Lodges Stables Shops Sheds Staiths Trunks Ongaits and Offgaits and other Erections built made or composed of Deals Rails Wood or Timber or any other Materials and also all and every or any of such Rails Sleepers Iron Wood or other Materials of the said Waggon Ways or other Ways and all and every or any of such other Materials of or belonging to the said Lessees their Exors Admins or Assigns which shall be laid fixed or placed in or upon any of the said Lands and Grounds or Closes within the Township of Washington aforesaid or in or upon the said Washington Wood Key or Wharf and Close or any of them by Virtue of these presents or the Liberties hereby demised and not to have the same removed or taken away and of such his their any or either of their Mind and Desire shall and do give or leave Notice in Writing to or for them the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns at Ravensworth Castle aforesaid at any Time within the Space of Six Calendar Months next before or within the Space of six Calendar Months next after the End and Expiration or other sooner Determination of the said Term hereby granted then and immediately thereupon such Staiths Waggon Ways and other Particulars which shall be mentioned in such Notice shall be valued and appraised by two indifferent Persons one to be nominated and appointed by the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns and the other to be nominated by the said Lessees their Exors Admins or Assigns and in Case the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs Exors Admins or Assigns shall and do within the Space of three Months next after such six Months as aforesaid (such Valuation and Appraisement as aforesaid being first had and made) well and truly pay or cause to be paid to the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns all such Sum or Sums of Money as the said Staiths

Waggonways and other Particulars shall be valued and appraised at as aforesaid then and in such Case such Staiths Waggon Ways and other Particulars in such Notice as aforesaid mentioned and so valued and appraised shall not be removed or taken away but they the said Sir Gilfrid Lawson and Robert Shafto or either of them their or either of their Heirs or Assigns shall and may at all Times thereafter have take use and enjoy the same upon such Payment being made as aforesaid provided also and it is hereby further mutually covenanted declared consented to and fully agreed upon by and between all the said Parties severally and respectively that if they the said Henry Lord Ravensworth Mary Bowes and John Earl of Bute their Exors Admins or Assigns shall at the end of the sixth year of the term of years hereby granted or at the end of any then following year thereof be aminded or desirous to surrender and give up the hereby demised Premises Liberties and Privileges and that those Presents and the Term of Years

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hereby granted shall cease and determine and of such their Mind and Desire shall it do upon the twenty-fifth Day of March which shall be in the Year of our Lord 1770 or upon the 25th Day of March in any the following Year of the said Term of Years hereby granted give or leave Notice in Writing under the Hands of the said Lord Ravensworth Mary Bowes and John Earl of Bute or any two of them their or any two of their Exors Admins or Assigns to or for them the said Sir Gilfrid Lawson and Robert Shafto their Heirs or Assigns at their Capital Messuage (?) at Washington aforesaid that then and in such Case at the End of 12 Calendar Months next after such Notice given or left as aforesaid and upon Payment of all such Rent or Arrears of Rent Sum and Sums of Money which shall be then due and owing for and in Respect of the hereinbefore demised Premises and Liberties by Virtue of any Covenant Reservation Matter or Thing herein contained this present Indenture of Lease and every Covenant Grant Matter and Thing herein contained for Liberty and Power to removed Houses Hovels Staiths Trunks Angaits Offgaits and other Erections made or composed of Deal Rails Wood or Timber (if any) and such Rails Sleepers Iron Wood and other Materials of the aforesaid Waggon Ways and other Ways (if any) as the said Lessors or either of them their or either of their Heirs or Assigns shall not abut and request to have left in Pursuance of the Proviso hereinbefore for that Purpose contained and the Remainder of the said Term of thirty and Years hereby demised which shall be then to come and unexpired shall thereforth cease determined and become utterly void and of none Effect to all Intents and Purposes as if these presents had never been made any Thing herein contained to the Contrary thereof in anywise notwithstanding. In Witness whereof the said Parties to this present Indenture have hereunto interchangeably set their Hands and Seals the Day and Year first before written.

Signed sealed and delivered by the within named

Sir Gilfrid Lawson, the parchment being first

Duty stamped in the presence of us

John Lovett

Mich:l Dobson

Signed Vc. Vc. By the within named Robert Shafto

In the presence of James Brack

Cuth: Tivaniston (?)

Signed, Vc. By Lord Ravensworth & Mary Bowes

In the presence of Tho: Shafto

Nick: Walton

Signed Vc. By John Earl of Bute in presence

of Ben Skutt

Arch: Robinson

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Outstroke from Washington Glebe into Mr. Shafto.

Minutes from rough Drafts between Mr. Egerton and W. Hudson

Prs: Lease dated Oct: 20: 1795.

- A. Way Leave with Liberty to pass and repass along, over, via the Grounds belonging to the Glebe except in particular Fields as mentioned in the Lease.
- B. Liberty of laying Waggon Ways, Branches, in the Glebe Grounds
- C. Liberty to drive one or more Drift or Drifts, Outstroke or Outstrokes from and through every Seam or Seams of Coal under the said Glebe Ground into any Seam or Seams of Coal in the Township of Washington belonging to Messrs Lawson and Shafto.
- D. Drift, Outstrokes may be extended from the old Colliery Engine belonging Messrs Hudson and Prs: now standing on the Ground belonging to Messrs Lawson and Shafto so as to enable the said Messrs Lawson and Prs: to win and work the Seams of Coal belonging Messrs Lawson and Shafto.
- E. Messrs Hudson and Prs: to lead the Coals through such Drifts or Outstrokes and to draw them to Bank at any Pit or Pits now sunk or at any Time may be sunk in the said Glebe Grounds.
- F. Power of Messrs Hudson and Prs: to sink in any part of the Glebe, except as before mentioned such Pit or Pits as may be necessary for Drawing the Coals of Lawson and Shafto Colliery.
- G. Waggon Ways not to exceed 14 yards in Breadth.
- H. No more than three Drifts or Outstrokes to be made in any one Seam unless absolutely necessary.
- I. To have and to hold (except as before excepted) all and singular the said Liberties hereby demised unto the said John Hudson and Parties from the 25th Day of March last past for and during the Term of 21 Years.
- K.

Paying to Mr. Egerton yearly and every Year the certain Rent of 200£ for the annual Quantity of 533 5\15 Tons of Coals wrought out of Lawson and Shafto's Ground accounting 440 Bolls to a Ton, and each Boll 34 Gallons, and 7s.6d for every Ton exceeding the above quantity.

L. Times of Payment 25th Sept: and 25th March by equal Portions,, the first to be made on the 25th Sep. next ensuring the Date of the Lease.

M. The Rector to be allowed 30 Waggons of the best Coals annually

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N. If the said yearly and tentale Rents be unpaid 40 Days after due (the same being first legally demanded) it shall be lawful for Wm: Egerton to Stop the Works

O. To pay 40sh. Per Acre for Spoil of Ground, and where any Cutts, Vc, are made to be levelled fit for plowing,

P. John Hudson and Prs: at the Expiration or sooner Determination of the Term (if required by Wm: Egerton) to Stop up all Drifts and Outstrokes by good and sufficient Frame Darns.

Q. John Hudson and Prs: have Liberty to sink one or more Pit or Pits, Stappel or Stappels from the Seam of Coal called the High-main Coal to the Seam called the Huttons Seam, and after sinking such Pit or Stappel shall continue the Working in the Huttons Seam for 20 Yards to ascertain the Quality of the Coal.

R. Mr. Egerton at any Time to lead the Manure, Dung Vc, brought to Bank at the said Colliery.

S. John Hudson and Prs: to deliver up at the Determination of the Lease the said demised Premises (and if required by Mr. Egerton) shall within 12 Months level all Parts of the Glebe Land and make them fit for Plowing where any Waggon Ways have been.

T. On Conditions Wm: Hudson and Prs: to have Liberty within 12 Months after the Expiration of the Term to remove Rails, Sleepers, Vc. belonging to the Waggon Ways and Branches.

U. If Mr. Hudson Vc. do not in any one Year work and lay above Ground (by Virtue of the Outstrokes) 533 5\15 Tons of Lawson and Shafto Coals in such Care to have Liberty in nay Year of the Term to make up Shorts.

V. If ant any Time during the Term any general Interruption or Hinderance in the Coal Trade by Civil Wars in this Kingdom Vc. which shall occasion the greatest part of the Collieries in Wear to be laid in for three Calendar Months in such Care for the Rents during that Time not to be paid.

W. John Hudson, Vc. to give 12 Months Notice in Writing of Desirous to give up his Lease.

X. The Liberty of Removing Materials within 12 Months after the Determination of the Term.

N.B. No Bricks mentioned: _____ Copied from a Paper of Wm. Broughs.

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Settling of the Colliery Vc. Rents for the Year 1795

Led from the Glebe Pit from the 31st of December 1794 to and } Tens Bolls

With June 30th 1795.....} 262. 300

High main Maudlins

Wrought from Dec. 31st 1794 to and with March} Scores Cor Scores Cor.

25th 1795.....of Overmens Bills.....} 636. 57.....505. 5

Ditto from March 25th to and with June 30th 1795.. 846. 11.....603. 1

High-m..... 1483. 11..... 1108.6

Maudlins:.....1108.6

Total from Glebe.....2591.13

Wrought from under Shafto's Ground, in common}

with Lawson from March 25th to and with.....} dd: 705.2

June 30th and included in the above.....}

Remains the Glebe Quantity.....1886.11

Scores Corves Tens Bolls Scores Cor. Tens Bolls

Now As 2591. 13 : 262.300 :: 705. 2 : 71. 205 Lawson V prs: Share

As 2591. 13 262.300 1886.11 191. 95 Glebe Quantity

Total 262. 300

	Tens	Bolls
Led from the Glebe Pit from June 30 th to and with Dec 31 st 1795 _____	357,,	80
Consumed in that Time by the Fire Engine for Drawing the Coals.....	13,,	286
Fire Coal sold ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, as per Account _____	5,,	360
Total.....	376.280	

To produce the above there have been wrought, in the said Time

	Scores	Corves	Tens	Bolls
From Lawson & Shafto by the Outstroke in High-main Coal	1675,,	3 Prop:	192,,	392
From Dra: _____ by D: _____ in Maudlin's.....	103,,	13	11,,	410
From the Glebe, Mr. Egerton's _____	1492,,	3	571,,	358
	<u>3270,,</u>	<u>19</u>	<u>376,,</u>	<u>280</u>

Turn over!

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The Owners of Washington Colliery

To Sir Wilfrid Lawson Drs.

For the Half Year Ending June 30: 1795 viz:

For 1633 Waggons or 74 Tons 100 Bolls of Maudlin and Huttons' Seams led from the}	£. S. d
Old Colliery from Dec: 31 st 1794 to and with March 25 th 1795 when.....}	37,, 2,, 3 1\4
The old Lease terminated -----(A Moiety thereof) ----- at 10s 0p Ten.....}	
For 4459 Waggos or 202 Tons 15 Wag of Maudlins and Huttons' Seams led from}	114,,0,,2
March 25 th to and with the June 30 th 1795-----Moiety-----at 11s. 3d.....}	
For 71 Tons 205 Bolls of High-main Coal wrought from Shafto's Ground by the}	
Outstroke from the Glebe from March 25 th to and with.....}	53,,11,,11 3\4
June 30 th 1795-----Moiety-----at 15s, 0p Ten}	
For Way-Leave Rent on 191 Tens 95 Bolls of Coals led from the Glebe Colliery from}	
Dec: 31 st 1794 to nd with June 30 th 1795 -----Moiety-----at 7s.6d.}	<u>71,,14,,14</u>
	<u>£ 276..8..6 1\4</u>

The Owners of Washington Colliery

To Sir Wilfrid Lawson Dr:

For the half Year due Dec: 31st 1795

	£.	s.	d.
For 6053 Waggons or 275 Tens 3 Wag of Maudlins' and Huttons' Seams led from}			
The Olde Colliery from June 30 th to and with Dec 31 st :95, Moiety at 11s.3d.....}	154.	15.	3 1\2
For 192 Tens 392 Bolls of high-main Coal wrought out of the New Colliery by}			
Means of the Outstroke from the Glebe, fron June 30 th to and with.....}	144.,	13.,	4 1\4
Dec 31: 1795-----Moiety-----at 15s. 0d}			
For 11 Tens 410 Bolls of Maudlins Coal wrought out of new Colliery, as above}			
In ditto Time-----Moiety-----at 10s. 0d}	5.,	19.,	3 3\4
For 571 Tens 358 Bolls of Coals wrought out of the Glebe in Do. Time, the}			
Way-Leave Vc. thereon-----Moiety----- at 7s. 6d}			<u>64., 8., 7</u>
			<u>£ 369., 16., 6 1\2</u>

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Anno, 1802

Mem: Mr. Peareth having taken Urpeth Colliery has agreed with the partnership to lead his Coals down their

Waggon Way for 3sh. 10p per Mile: - This includes both the Use of their Way and the Charge of upholding it.

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NO TEXT ON THIS PAGE

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Abstract of the Lease granted by the Reverend Edward Wilson, Clerk, Rector of the Parish Church of Washington in the County of Durham, to John Carr of Ryhope Esq: John Hudson of North Bidduh Esq: Edward Askell of Sunderland Gentlemen; John Taylor of Monkwearmouth Gentleman John Stafford of the same Place Gentleman, and John Nelson of Sunderland Gentleman: _____ Made December 1st 1784.

Premises: The Collieries and Coal-Mines, & & under the Glebe Lands belonging to the Rectory or Parsonage of Washington lying contiguous to and adjoining upon the Lessees present working Colliery.

The said Premises being demised by and with the Consent and Approbation of the then Bishop of Durham, testified by his Lordships Deed or Indenture under the Seal Episcopal of the County Palatine of Durham, thereto annexed.

- A. The Rector demiseth, as far as he can, or lawfully may, all the above Premises; together with all the usual Privileges
- B. To erect Fire Engines and other Engines which are now in use or shall hereafter be invented, Mills, Grinds, houses etc. for Drawing of Water or the Accommodation of Workmen, etc. Also Liberty to act and do

whatsoever else shall be needful to be done for in or about working etc the demised Colliery, but also to be done for Working and Getting Coals forth and out of any other Colliery or Collieries lying contiguous to or adjoining upon the same demised Colliery or Coalmines.

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- C. Lessor grants Liberty to Lessees to drive and make three or four Drifts or such other Number of Drifts as shall be found necessary, of four Feet in Width each through the Bulk Barrier or Warren of Coal hereinafter agreed to be left in all Parts of all or any of the Seam or Seams of Coal of the Collieries Vc. hereby demised where the same shall adjoin upon any Colliery, etc, lying contiguous thereto or adjoining thereupon., As also to draw these Outstroke Coals at the Pits of the demised Premises on giving the Lessor reasonable Notice for that Purpose; but so as that the Lessees shall not draw the Coals from any other Colliery at the same Time that they draw Coals from the demised Colliery.
- D. To have and to hold for a Term of 21 Years from December 1st 1784.
- E. Yielding and paying one hundred Pounds for two hundred Tens of Coals: Each Ten of 22 Waggon, each Waggon to contain at Staith 20 Bolls of the usual Coal Measure.
- F. Rents to be paid half Yearly.
- G. Rent on surplus Leadings to be Ten Shillings per Ten.
- H. Lessees may use Waggon to hold at Staith, 21, 22, 23, 24, or 25 Bolls, usual Coal Measures on giving 20 Days notice of any Alteration in the Waggon.
- I. In Case Rents are 40 Days in Arrears and unpaid, and after being lawfully demanded; the Lessor may stop, distrain, sell, Coals, Waggon, Horses, Carts, etc, and also to re-enter etc.

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J\K. Lessees may work and lead 200 Tens; for which the certain Rent is paid: But in Case they do not in any one or more Year or Years work dig and lay above Ground and lead and Carry away such certain yearly Quantity Vc. that then when and so often as such Case shall happen it shall and may be lawful to and for the Lessees in any of the following Year or Years to make up such Deficiency It being the true Intent and Meaning of the Parties that the Lessees shall and may yearly and every Year during the Term work lead and carry away Two-hundred Tens of Coals, without paying any other Rents, etc for the same and to pay for samples Leadings along with the certain rents. Also to give monthly Amounts to the Lessor of the Number of Tens of Coals, and Quantities as have been wrought the preceding Month.

M. Lessor reserves Power to inspect all Books, Presentments etc.

N. Lessor, at his own Expense, to keep Agents, to take Account at the Pit, etc.

O. Lessor may measure of gauge the Waggon; if found too large to be immediately reduced; and such as have been found to contain over-measure to be deemed to have carried such over-measure for one month previous to such Admeasurement.

P. Lessees to work the Colliery fairly, regularly, and orderly and according to the best and most approved Method of Working Collieries on Wear, and leave sufficient Walls and Pillars where necessary to be left for working the Remainder of the Mine and for preserving and keeping open the Drifts and water Courses; and

shall not commit any wilful Act whereby the demised Premises shall or may be drowned lost or destroyed, or which may occasion or bring and Creep, Thrust or other damage upon the same.

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Q. The Lessees shall not draw both the Coals from the demised Collieries & the Coals from any other contiguous Colliery at the same Pit or Pits on the same Day or Days; nor lay the said Coals to be inter-mixed together; but shall separate and divide at the heap such Coals till the same shall be led away : The Lessees not to make any Outstroak or Drift out of or from the demised Colliery into any other Mine lying contiguous thereto, and not hereby demised without the Licence or Consent of the Lessor first had and obtained other than such Outstroak, & Drift, & as are hereby before agreed to be made or driven; but shall leave a Barrier of 10 Yards.

R. The Lessor at his own proper Costs and Charges at all Times as it shall be necessary to stop such Drifts by making and placing one or more Frame Dam or Dams for preventing and hindering the Water of any such contiguous Colliery from falling descending or coming into the Premises demised to the apparent Hurt and Damage thereof or for the preventing of any Damage as may be judged necessary by the Lessee.

S. Lessees not to kerve and leave the small Coals in a greater Proportion than One-twentieth Part; also to pay for all small Coals left under-ground more than One-twentieth Part of the Quantity daily wrought: To be estimated by two Viewers.

T. Lessors Viewers to defend the Pits, when at work, to Line &.&

U. Lessees to pay reasonable Damages for Spoil of Ground.

V. Lessees to deliver Lessor 10 Chaldrons of the best merchantable Coals annually.

W. Lessees to deliver up the Premises peaceably at End of Term.

X. Lessees to leave all Pits and Shafts in which any whole Coal or Walls and Pillars of Coal shall be then remaining together

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with the Levels Drifts and Water Courses open and in good Order, and the said Pits and Shafts to be so timbered as to be in a working Condition. Lessor covenants for Lessees peaceably Enjoyment &.&

Y. Lessees to have 6 Months from Expiration of the Term to lead away their Coals and to obstruct as little as may be the Lessor or succeeding Lessees in Working the Colliery.

Z. Lessees have 6 Months also for taking away all Lodges Hovels and Sheds made or covered with Deals and the Gins, Engines, Fire Engines, ropes, Rollers and all other Materials and Implements whatsoever: Also Waggon Ways &. &.

1. The Lessees to pay no Rent for Coals consumed by the Fire Engines for drawing the Water: If the Fire Engine draws Water from any other Colliery such Consumption of Coals to be paid for in proportion to the Quantities wrought from such Collieries respectively.
2. In Case of Stoppage in the Coal Trade from Wars etc for 3 Months, Rents to cease during that Period.

3. If Lessees are determined to give up at any Time during the Term; they may in 6 Calendar Months Notice in Writing given to Lessee, provided all Rents are paid up and all Conditions performed.

In Witness etc. etc.

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**Washington:
Glebe Colliery**

On July 11th 1804, The Rector made his Lessees the following offer for a Renewal. (see last Pages!)

- 1st:--150 £ per Ann: for 200 Tens and 13s 6d p Ten for whatever exceeds 200 Tens:---Ten the same as before.
- 2:-- 4 \$ per Are per Ann for all damaged Ground: the Rent of the Pit Field to be 24 £ per Ann.
- 3:-- No Ground to be broke on the North Side of Wm. Russell's Waggon Way.
- 4:--The Rector to have 60 Loads of the best Coals, and 10 of an inferior Sort; and to prevent Disputes, the Rector to send such Carts as he has; which his Man may load as he pleases; only not skimming or picking the heap unfairly.
- 5:-- The Lessees to continue to Lease for 11 Years at all Events: (except in the Case of foreign Invasion), and if at that Time they choose to give one Years Notice, they may have Liberty to avoid it at the End of the Year paying what is due and also at their own Expencc, putting up Frame Dams & (to be approved by a Viewer appointed by the rector) wherever an Outstroke has been made and leaving all Buildings in a proper State of Repair and properly fencing

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Gentlemen,

I have, in the best Manner I am able, weighed the Nature of your Request relative to the taking off some Pillars in the Low-main Coal at old Washington Colliery with the Terms of the Lease: - And find that the Mode of Working, is thereby so particularly retracted that the Liberty can be given, unless by the Property themselves, tell such Time, as a fair Opening and real satisfactory has been made in the Maudlin Coal Seam: This Step being taken, will put it quite in your Power, in Point of Regularity and conformable with the Specific Clause of the work of the Low-main Pillars, in the Mode proposed by Mr. Smith, which I must say is the most judicious the Case will admit of; Your own Judgement will weigh with you in Regard to the Propriety of this Suggestion.

From G.

Your most obdt. Lbley. Ter (??)

John Buddle

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All cuts, and making every place fit for Agriculture.

6th: The Rector or his Tenant to have all Manured etc. and Liberty to pass and repass along the Waggon Way with Carts etc.

7: The Rector will have 550 £ in the following Manner: £150 paid directly which will include the half years Rent now due; and £400 by a Draft at 3 Months payable in London to his Order; for which I will put the Fences into a proper State of Repairs and exonerate the Owners for keeping them in future: He will build houses at each End of the Run, and keep the Gates at each End: The other Gates and Cranes he will have nothing to do with.

8:- All the Payments are to be free of every Rate or Assessment, as well parochial as parliamentary. The Lessees to be at all the Expence of Lessees on both sides- The Rector further adds,

9. A rough Draft of the Lease, upon those Terms may be sent to me; as I cannot sign any Thing which I have not before shewn to more understanding People than myself; as perhaps there may be some Articles necessary to be introduced which I have omitted.

You will take Notice that I have made no Mention of the Tithes, the original Bone of Contention, nor of Liberty of Making up Shorts, which I can, by no means grant.

The Lease to bear Date on Midsummer Day 1804, and the first Payment to be made at Christmas.

I see I have forgot one Thing, which is, that before the Avoidance of Viewer appointed by the Rector. And if in 5 Years they do not

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work all the Seams of Coal on the other Side of the Dyke in the Fell Field, then the Rector may have Power to let it to another if he can.

I should like to have a definitive Answer; as I certainly if I do not agree with the present Tenants, shall do all I can to let it to another.

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[NEIMME/BUD/7 Loosepage1]

John Buddle, Esquire, Wallsend.

The real cost of shipping coals from Tanfield Lea Colliery in 1832

Viz	Keeping the waggon ways	6 1/2 miles	
	Wages	396.16.4	
	Wood and Iron (a variety from Bowes Bridge to [?} Staith	210.4.6 1/4	
	Sundries	31.11.5	638.12.3 1/4
Viz	Leading by horses (including a short incline by a small engine) this is contracted for	2975.11.0	
	Way-leave rents and rates and taxed		
	Total amount of way leave rents	888.18.0	

Coals allowed at the seams and xxxx ditto	57.12.0	
Poors rate, highways, rent and tax	195.11.11/2	
Interest to be paid to Lord Ravensworth and [?] on the value of south moor waggon Road if at £10 per cent on claims and will be upon term of Lease on property about	193.0.0	1335.1.11/2
Carried forward		£4949.4.43/4

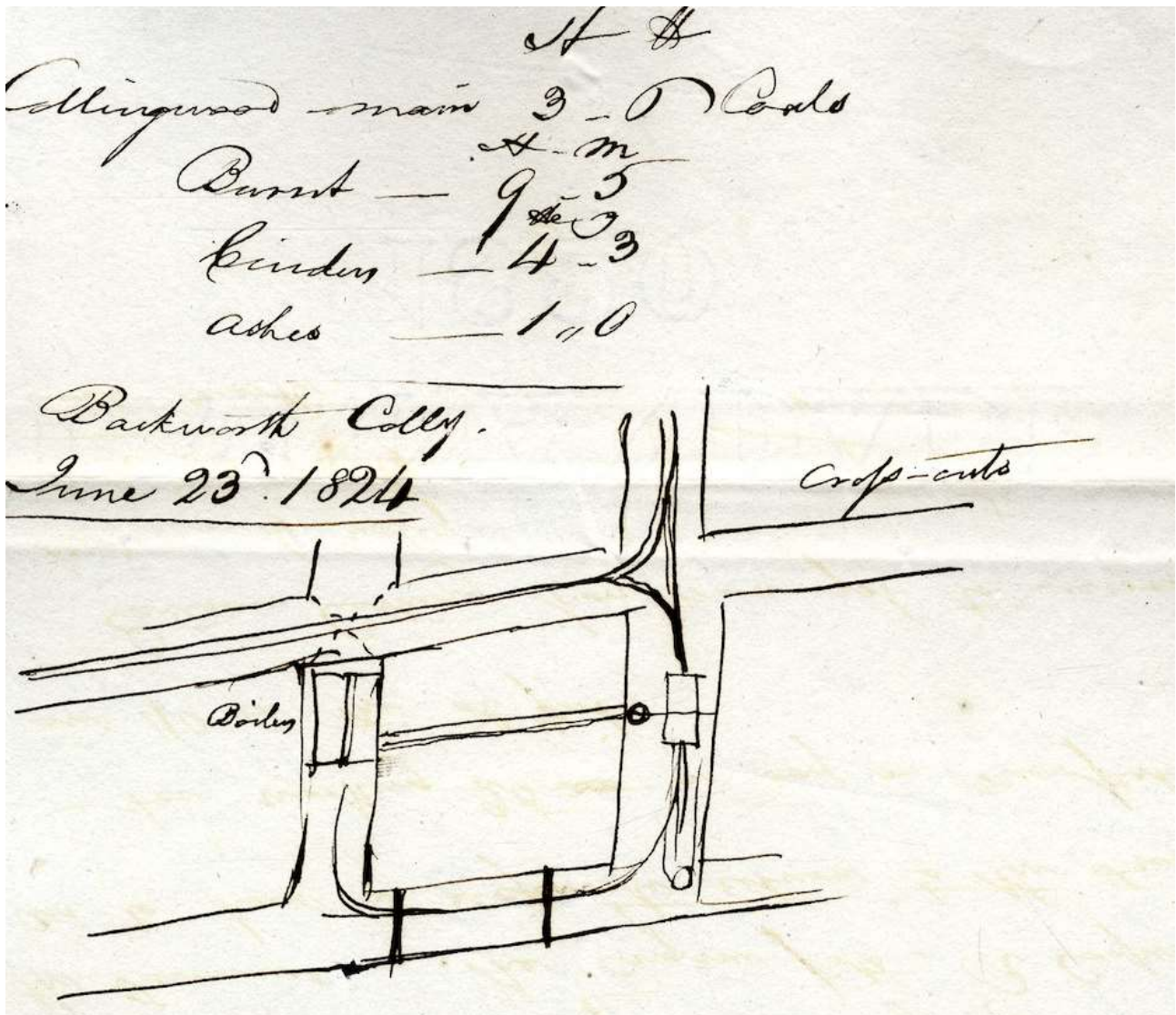
[NEIMME/BUD/7 Loosepage 1a]

Brought Forward	£4949.3.43/4	
Staith expenditure including Staithmen and Off-putters wages wailing, making in coals etc, etc	797.14.23/4	
Real rents	305.0.0.	
	£6051.18.71/2	
£6051.18s.71/2d on 19,837 chaldrons led =	6s. 1d.	
Caldrons including owners wages	2s.111/4d	
	9s. 01/4d	

Dear Sir, I have sent this to Wallsend supposing you were there. I am yours truly, Jos. Gray.
Monday morning, 7th October 1833
Viz In Staiths expenditure, we have **[xx?]** so far as regards the Staithmans salary. JG

[NEIMME/BUD/7 Loosepage2]

A Statement of the Annual Sale of coals from Sir Henry Vane-Tempest Baronet's Collieries with the average value thereof per chalder from December 31st 1798 to and with November 30th 1803.



Year	Annual Chalder	Total Chalders	Annual Amount	Total Amount	Annual Average	Total Average
1799	38218		£30740.13s.3d.		£0.16s.1d.	

1800	36634		£35136.7s.3d.		£0.19s.2d.	
1801	29982		£32803.11s.9d.		£1.1s.10 ¹ / ₂ d.	
1802	49169		£43328./10s.11 ¹ / ₂ d .		£0.17s.7 ¹ / ₂ d.	
1803	36682		£33680.19s.3d.		£0.18s.4 ¹ / ₄ d.	
		190685		£175690.1s.7 ¹ / ₂ d.		£0.18s.5d.

[NEIMME/BUD/7 Loosepage2a]

Rainton Vends for several years (1803)

[NEIMME/BUD/7 Loosepage3]

The En: to be [xxx?] with the new pit air and the return air and smoke to run together all the way to the shaft without going through the furnace. The Engine Pits - R Cooper's air to have a separate return to the furnace and are working 25 tons a day in new pit and 40 in the A pit. Eardson Colliery has now got to current coal work.

[NEIMME/BUD/7 Loosepage3a]

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[NEIMME/BUD/7 Loosepage4]

Table of the weight of shroud laid rope

	Fathoms 5	Fathoms 10	Fathoms 20	Fathoms 50	Fathoms 80	Fathoms 100
In	Cw. q. lbs.	Cw. q. lbs.	Cw. q. lbs.	Cw. q. lbs.	Cw. q. lbs.	Cw. q. lbs.
3	" " 12	" " 24	" 1. 20	1. 0. 10	1. 2. 26	2. 0. 19
1/2	" " 16	" 1. 5	" 2. 10	1. 1. 25	2. 1. 12	2. 3. 22
4	" " 21	" 1. 15	" 3. 2	1. 3. 20	3. 0. 8	3. 3. 11
1/2	" " 27	" 1. 26	" 3. 24	2. 1. 21	3. 3. 16	4. 3. 13
5	" 1. 5	" 2. 11	1. 0. 22	3. 0. 0	4. 3. 6	6. 0. 1
1/2	" 1. 12	" 2. 25	1. 1. 22	3. 2. 16	5. 3. 8	7. 1. 3
6	" 1. 20	" 3. 13	1. 2. 26	4. 1. 9	6. 3. 18	8. 2. 17
1/2	" 2. 1	1. 0. 2	2. 0. 4	5. 0. 9	8. 0. 14	10. 0. 17
7	" 2. 10	1. 0. 20	2. 1. 12	5. 3. 16	9. 1. 20	11. 3. 4
1/2	" 2. 20	1. 1. 12	2. 2. 24	6. 3. 4	10. 3. 12	13. 2. 10
8	" 3. 2	1. 2. 4	3. 0. 8	7. 2. 24	12. 1. 4	15. 1. 16

1/2	" 3. 13	1. 2. 26	3. 1. 24	8. 2. 23	13. 3. 20	17. 1. 18
9	" 3. 24	1. 3. 20	3. 3. 12	9. 3. 0	15. 2. 8	19. 1. 24
1/2	1. 0. 10	2. 0. 19	4. 1. 11	10. 3. 14	17. 1. 16	21. 3. 0
10	1. 0. 22	2. 1. 16	4. 3. 6	12. 0. 0	19. 0. 24	24. 0. 0

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Rope Table

[NEIMME/BUD/7 Loosepage5]

June 15th 1824 Wallsend Coal

		Lbs		Hours	Cinders	Ashes
Low Main	Top Coal	42	Burnt	10	3 1/2	
	Curving - ditto -	42	.....	10 1/4	4 1/4	5 1/2
	Bottom - ditto -	42	.....	10	3 3/4	5 1/2
	Bensham	42	.....	9	5 3/4	1 3/4
	High main	42	.....	8	3 . 1	1 . 1
	Burdon main	48	.....	9.5	4 . 3	1 . 0

[NEIMME/BUD/7 Loosepage5a]

An Account of Sundry Trials that have been made at Backworth

		Fire made on
1822 and 1823	The Top Coal in BN. Pit Backworth Colliery	1/4 before 8 o'clock a.m.
	The Engine Level Coal at - ditto -	1/4 after 12 o'clock a.m.
	West Water Level Coal at - ditto -	10 minutes before 9 o'clock a.m.
	East Water Level B Pit at - ditto -	1/4 after 11 o'clock a.m.
	Best Coals A Pit at - ditto -	At 9 o'clock a.m.
	Worst Coals B Pit at - ditto -	20 minutes after 8 o'clock a.m.
	Earsdon Drifts	1/4 before 8 o'clock a.m.
	- ditto -	1/2 after 10 o'clock a.m.

	- ditto	At 9 o'clock a.m.
	Hollywell Drifts	20 minutes after 9 o'clock a.m.
	- ditto - Top Coal	20 minutes after 9 o'clock a.m.
	- ditto - ditto -	5 minutes before 8 o'clock a.m.
	Wallsend Bensham	At 1 o'clock p.m.
	Fawdon Colliery	At 9 o'clock a.m.
	Whitley Colliery	1/2 after 10 o'clock a.m.
	- ditto -	1/2 after 9 o'clock a.m.
	Shilbottle Colliery	At 9 o'clock a.m.
	Wylam Colliery	10 minutes before 10 o'clock a.m.
	Walbottle Colliery	25 minutes after 5 o'clock a.m.
	Cramlington Colliery	10 minutes after 7 o'clock a.m.

[NEIMME/BUD/7 Loosepage5b]

Colliery Office to burn coals from Different Colliery's (viz)

Fires went out	Weight of coals	Cinders	Ashes	Length of time the coals burnt	
	St lbs	Lbs oz	Lbs oz	Hours	Minutes
20 minutes before 5 o'clock p.m.	3 6	5 0	1 12	8	55
20 minutes after 9 o'clock p.m.	3 6	4 10	0 11	9	5
10 minutes before 5 o'clock p.m.	3 6	5 0	0 12	8	0
25 minutes before 9 o'clock p.m.	3 6	3 2	0 10	9	45
1/4 after 5 o'clock p.m.	3 6	3 11	0 8	8	15
1/2 after 5 o'clock p.m.	3 6	4 2	1 8	9	10
20 minutes before 4 o'clock p.m.	3 6	5 8	0 12	7	55
At 6 o'clock p.m.	3 6	4 0	0 11	7	30
At 5 o'clock p.m.	3 6	3 12	0 8	8	0

10 minutes before 4 o'clock p.m.	3 6	4 8	0 10	6 30
1/2 after 9 o'clock p.m.	3 6	4 4	1 0	12 10
At 3 o'clock p.m.	3 6	4 0	0 11	7 5
At 11 o'clock p.m.	3 6	4 1	2 1	10 0
1/4 before 5 o'clock p.m.	3 6	4 12	0 10	7 45
1/4 after 7 o'clock p.m.	3 6	4 8	1 3	8 45
At 8 o'clock p.m.	3 6	4 7	1 2	10 30
1/4 after 9 o'clock p.m.	3 6	2 13	2 0	12 15
1/4 before 8 o'clock p.m.	3 6	6 8	1 6	9 45
1/2 after 6 o'clock p.m.	3 6	3 2	1 6	8 5
20 minutes after 3 o'clock p.m.	3 6	4 5	1 4	8 10

June 6, 1823. EX JJ

[NEIMME/BUD/7 Loosepage5c]

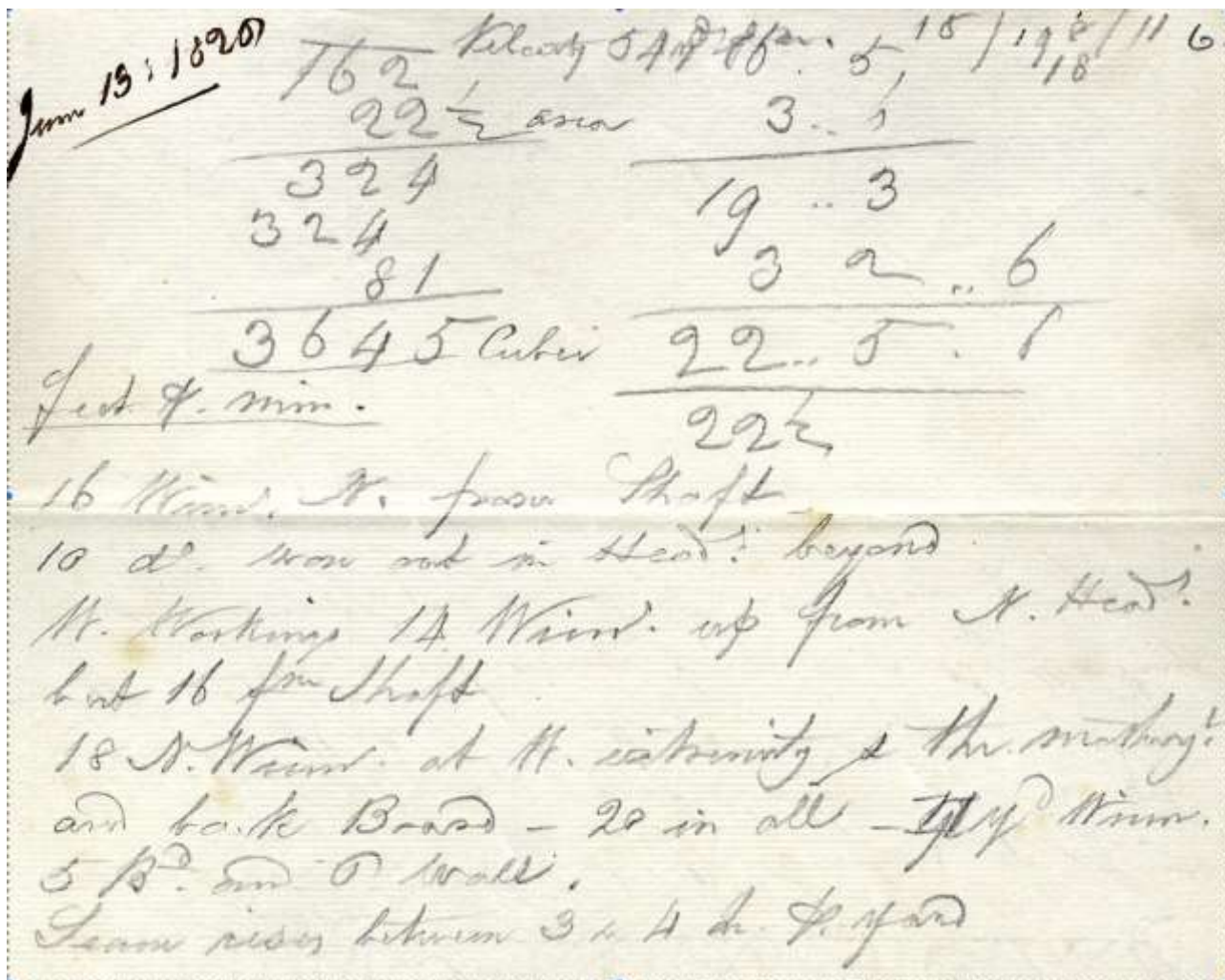
1822

Comparative Experiment on the burning of coals.

[NEIMME/BUD/7 Loosepage6]

The Townley Pit in the down-cast to the whole of the seam, the imprint being a [xx?] from the Brockwell to surface. No workings in Stone Coal. The Townley and 5/4 are aired with scales, taken in at Ingots [?], before the accident on

the 30th May, the water way staiths 3 and 3 - no boring [?] down doors. The fires evidently took place way - say in 13th the [xx?] of Mr Robson Deputy overman having been forward these. The tenant of pit dispensed on a single



Depth of Townley Pit	Ton
Surface to Townley Seam	52
More to Stone Coal	12
More to 5/4	3 1/2
More to Brockwell	14 1/2
	82

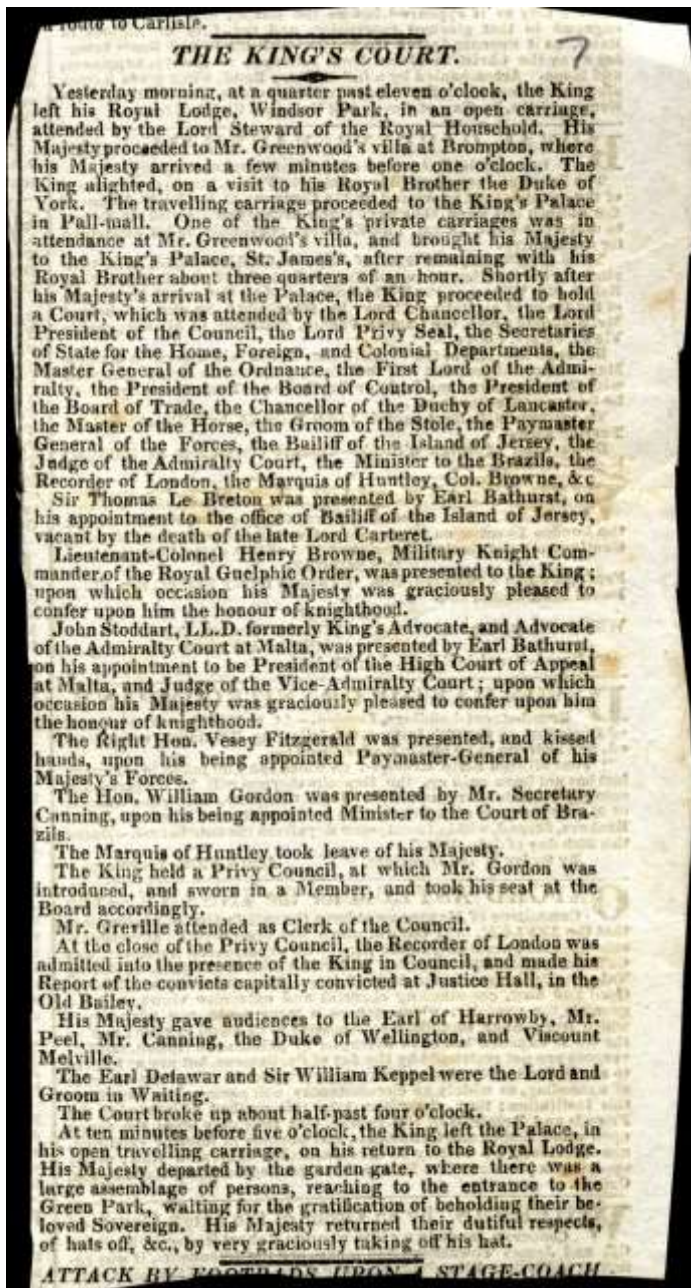
main door

[NEIMME/BUD/7 Loosepage6a]

The accident might therefore happen from the neglect of this door or from the breaking down of one of the backend stops on the side of lowing. The former is however the most likely. No certain account that the pits works worsened from the Friday evening till the accident happened on the Tuesday morning. Found the pit, with the air-course above stated perfectly clean in every part, and have not the least doubt of its being perfectly adequate to the

safe work [xxx?] of the pit, if attended to and regularly kept up. All main doors ought to be doubled. Attending [?] a board end stopping ought to be stored [?]. Coursing the air 3 x 3 is sufficient to keep the pit safe, but would recommend bearing down staith doors to be placed in the staith walls to be shut at nightly. Some strong person as a bank deputy ought to be appointed to see that all the doors are shut and the pit left in a proper state every night when the work is finished. The overman ought always to go through the workings in a morning before he suffers the men to go in-by.

[NEIMME/BUD/7 Loosepage7]



[NEIMME/BUD/7 Loosepage8]

Mr Buddle, Bushblades J^{no}, You will wait on Mr. Gibbons before Saturday and pay him the Dean & Chapters Rent for Bywell Tythes being a gr due St Marks day last viz. £72.2.4.

Yours Jⁿ Silvertop, Minsteracres, November 1st 1784.

[NEIMME/BUD/7 Loosepage9]

An account of strata sunk through in West Cramlington Nw Winning begun May 15th 1838

	Engine Pit	Fathoms	Feet	Inches
	Outset	1	1	3
1	Soil		1	"
2	Strong blue gravely clay	1	3	"
3	Sand and gravel with water		"	6
4	Strong blue gravely clay	4	4	8
5	Black stone mixed with coal		1	2
6	Coal			5
7	Black stone with scares of coal		1	10
8	Grey metal		3	3
9	Tender coal }			11
10	Dark metal } High Main			3
11	Coal }		2	11
		9	3	2
12	Grey metal			4
13	Slatey coal mixed with stone		1	4
14	Grey shill		1	8
15	Coal and brass			4
16	Grey shill		1	3
17	Blue metal		3	6
18	Post girdles and metal partings	1		
19	Brown and grey posts with whin clyers and water	8	4	8
20	Light blue metal	1	4	

21	Blue metal stone		4	
22	Grey posts	2	2	9
23	Coal strong and coarse }		3	8
24	Dark metal }			
25	Coal } Grey Sean		2	
26	Splent coal }			
27	Coal }			
	Carried over	26	3	4

[NEIMME/BUD/7 Loosepage9a]

		Fathoms	Feet	Inches
	Brought over	26	3	4
28	Grey metal with Post and iron stone girdles		3	9
29	Coal mixed with black stone			5
30	Grey metal		3	4
31	Grey post		2	"
32	Grey metal stone	1	"	4
33	Whin girdle		1	
34	Grey metal tone and post girdles	1	2	"
35	Blue metal and iron stone girdles		2	8
36	Black stone			7
37	Coal mixed with black stone			6
38	Black metal			3
39	Coal			7

		31	2	9
40	Grey Shill		4	
41	White Post with whin clyers and water	2	"	"
42	Blue metal with iron stone balls Coal half over the shaft in the above stone 2 feet 8 inches thick supposed to age the yard seam		5	2
43	Post			6
44	Whin		1	6
45	White post with scames. The Jack Head Drift 3 feet in this stone	7	4	4
46	Blue metal with scares of coal		2	
47	Coal			7
		43	2	10
48	Black stone mixed with coal		2	
49	Dark grey metal stone		3	5
50	White posts with scames and a feever of water about 200 gallons per hour	8	"	7
51	Coal }			3
52	Back metal } Bensham Seam			3
53	Coal }		2	"
		52	5	4

[NEIMME/BUD/7 Loosepage9b]

		Fathoms	Feet	Inches
	Brought forward	52	5	4
54	Grey shill with ironstone balls		2	10
55	Post		2	10

56	Coal			6
		53	5	8
57	Grey metal stone		1	4
58	Grey post		4	2
59	Grey metal stone and post girdles		3	6
60	Strong post girdle with water			6
61	Blue metal stone with posts and whin girdles	1	1	"
62	A girdle of shells			2
63	Coal			8
		56	5	"
64	Grey metal		1	
65	Bassey coal			4
66	Blue metal		3	
67	Blue metal with post and whin girdles	1	3	9
68	Scumey grey post		2	"
69	Blue metal and post girdles		2	
70	Whin		1	3
71	Blue metal stone with posts and whin girdle	1	2	11
72	Blue metal with iron stone girdles		1	10
73	Black stone			2
74	A girdle of petrified shells			6
75	Iron stone girdles mixed with shells			11
76	Black stone mixed with coal			6

77	Blue metal stone with iron stone clyers		2	1
78	Grey whin			7
79	Blue metal			10
80	Strong post girdle			7
81	Blue metal		3	1
82	Black stone			2
		63	2	6

[NEIMME/BUD/7 Loosepage9c]

		Fathoms	Feet	Inches
	Brought forward	63	2	6
83	Splent coal }			3
84	Strong coal }		5	1
85	Slatey coal } Low Main			7
86	Grey metal }			2
87	Coal }			2
		64	2	9
		63	1	6
88	Black metal			6
89	Grey metal stone		2	
90	Blue metal	1	5	6
91	Splent coal }			4
92	Iron stone girdle			1

93	Blue metal		2	6
94	Black stone			3
95	A girdle of shells			1
96	Blue metal			7
97	Left offin strong grey post		2	6
		67	5	1

Got the Low Main March 16th 1839. Finished sinking the sump March 26th 1839. Began coal work April 12th 1839

I am Dear Sir, Yours etc, J.B. Atkinson

Copied

[NEIMME/BUD/7 Loosepage10]

Sir H. V

19 Boll Waggon

	Cwt	Qrs	lb	
Iron gear for 6 waggons	11	2	8	At 5d per stone
6 new axles	6	0	2	At 4 1/2d
6 laid 5s/-				
<u>112</u>				Total iron work
<u>224</u> at 4 1/2				41.2.9.
74.8				
<u>9.4</u>				
84.00				
Building with wood				At £4.10/-
Boring - per yard- 3 1/2d besides land [xx?]				
Winning and walling £3.18s.0d per ton 8 1/2 diameter				

Contingent charges in 1805

	£	s	D
Pensher waste	172	4	111/2
Rainton Colliery waste	117	6	8
Staioth charges	215	0	0
Contingents of all kinds	1852	10	81/2
Nicholas's Pit sinking	311	5	3
	5668	7	7
D Pit creep charge	449	19	2
	£6118	6	9

[NEIMME/BUD/7 Loosepage10a]

	£	s	D
Amount of coals sold	60894	0	0
2085 resting at Pit 2085	2189	0	0
Splint	307	0	0
Staith restings - 10000 chaldron	1030	0	0
	64,440	0	0
	£6400 0	0	0
Contingents etc £6000 Undertakers £40000	46000	0	0
Net profit	£1800 0	0	0

[NEIMME/BUD/7 Loosepage11]

1815	January	Killed at Jarrow	1	Man
	.. 12th	- Ditto - Hebburn	2	Men
	..	- Ditto - Fawdon	1	Boy
	..	- Ditto - Collingwood main	1	Man
	..	- Ditto - Rainton	1	Man
	..	- Ditto - Fatfield	2	Men
	May 3rd	- Ditto - Heaton	75	Men and boys, drowning
	May 6th	- Ditto - Washington	1	Man
	June 2nd	- Ditto - Newbottle	57	Men and boys by fire
	June 13th	- Ditto - Willington	1	Men
	June 26th	- Ditto - Collingwood main	1	Man
	June 27th	- Ditto - Sheriff Hill	10	.. fire
	June 30th	- Ditto - Willington	1	
	July 1st	- Ditto - Lambton	1	
	July 31st	- Ditto - Nesham's Colliery	14	
	August	- Ditto - Coxlodge	1	
	August 19th	- Ditto - Whitehaven	2	.. fire
	August 21st	- Ditto - Elswick	1	
	September 13th	- Ditto - Oxclose	1	
	September 26th	- Ditto - Percy Main	1	
	September 29th	- Ditto - Heb burn	1	
	October 31st	- Ditto - Jarrow	1	

	November 3rd	- Ditto - Hebburn	1	
	November 10th	- Ditto - Killingworth	2	.. fire
	November 15th	- Ditto - Walbottle	2	
	November 28th	- Ditto - Willington	1	
	December 7th	- Ditto - Newbottle	1	
	December 8th	- Ditto - Ditto -	4	
	December 11th	- Ditto - Sheriff Hill	5	.. fire
	December 18th	- Ditto - Fownley main	1	.. fire
	December 18th	- Ditto - Cowpen	1	
	December 29th	- Ditto - Manor Wallsend	1	
			197	

1816	January	Killed at Manor Wallsend	2	
	February	- Ditto - Ditto -	2	
	March 26th	- Ditto - Howdon	1	
	April 29th	- Ditto - Benwell	1	
	June 14th	- Ditto - Hebburn	1	
	August 28th	- Ditto - Heaton	1	
	September 3rd	- Ditto - South Shields	1	
	September 20th	- Ditto - Sheriff Hill	1	
			10	

1817	April 15th	Killed at Lumley	2	.. by fire
	May 27th	- Ditto - Elswick	1	
	May 31st	- Ditto South Shields	5	
	June 30th	- Ditto - Harraton	38	.. by fire
		- Ditto - Ditto -	7	
	August 18th	- Ditto - Coxlodge	1	.. fire
	September 25th	- Ditto - Jarrow	44	.. fire
	September 26th	- Ditto - Jarrow	2	.. fire
	September 13th	- Ditto - Howdon	1	
	October 4th	- Doitto - Longbenton	1	
	October 7th	- Ditto - Jarrow	1	.. fire
	October 10th	- Ditto - Ditto -	1	.. fire
			61	

[NEIMME/BUD/7 Loosepage11a]

[NEIMME/BUD/7 Loosepage12]

An account of strata sunk through and bored through in the Framwellgate Moor Pit June 17th 1838

No.		Yards	Feet	Inches	Yards	Feet	Inches
1	Soil	.	.	6			
2	Sandy brown clay	2	5	6			
3	Sand with water, very quick	4	.	.			
4	Blue loamy clay and mixed with quick sand in some places	2	2	.			
5	Sand lightish coloured and mixed with coal of different descriptions in some places	3	3	6			
6	Sand with water very quick	2	.	.			

7	Loamy clay with sandy partings		2	6			
8	Loamy sand with water very quick		5	.			
9	Brown heavy clay with sandy partings and water	2	3	.			
10	Loamy sand with water very quick		5	.			
1	Strong black clay rather x{?}	4	2	.			
2	Mainly freestone, fr{?} in some places and water	.	4	.			
3	Soft tray metal	.	2				
4	Soft black metal	.	.	3			
5	Coal supposed to be the main coal seam	.	5	7	25	4	10
6	Black metal with seams of coal and water	.	2	6			
7	Soft gray metal	.	3	4			
8	Gray metal with white post girdles	.	3	.			
9	Sand, quick	.	."	10			
20	Gray metal with white post girdles	.	2	.			
1	Black metal with ironstone girdles	1	.	4			
2	Gray metal	.	.	11/2			
3	Coal with water	.	2	6	3	2	7 1/2
4	Grey metal	0	3	10 1/2			
5	Coal (red) with water	.	.	8	.	4	6 1/2
6	Gray metal	.	5	9			
7	White brown post with water, gully	.	5	2			
8	Gray and brown metal with post girdles and water	1	3	2			

9	Black metal with ironstone girdles (sunk to)	1	4	.			
30	Gray metal with post girdles (bored from)	1	3	6			
1	Coal with water	.	3	2	7	0	9
2	Gray metal	.	3	1			
33	Black metal	.	1	8			
	Carry forward	.	4	9	37	.	9

[NEIMME/BUD/7 Loosepage12a]

No.		Yards	Feet	Inches	Yards	Feet	Inches
	Brought forward	.	4	9	37		9
34	Gray meteaal/with water	.	5	8			
5	White post	1	.	7			
6	Brown post gullety (water)	.	5	7			
7	Gray post - water	.	.	6			
8	Blue and brown metal (water)	.	2	.			
9	Coal water	.	.	4	4	1	5
40	Gray metal, water		1	5 1/2			
1	Coal, water	.	.	10 1/4		2	3 3/4
2	Gray metal, water	1	1	8 1/2			
3	Brown post - ditto -			11			
4	Gray metal, ditto -			11			
5	Gray post, ditto -	1	2	7			
6	Gray post, ditto -		1	7			

7	Coal - Foul			10	3	2	6 1/2
8	Gray metal, water		1	6			
9	Strong gray metal with post girdles and wwater	1	3	6			
50	Coal - water			8	1	5	8
1	Gray metal	1	3				
2	Dark gray metal	2	4	6			
3	Strong white post	.	.	9			
4	Black metal with ironstone girdles	1	2	10			
5	Gray metal with post girdles	1	.	5			
6	Strong brown post with metal partings	.	2	6			
7	Strong gray metal with post girdles and wwater	1	5	10			
8	Strong white post mixed with whin	.	3	4			
9	Gray metal	.	2	3			
60	White post	.	.	3			
1	Gray metal with ironstone girdles	.	3	.			
2	Dark gray metal	.	0	8 1/2			
3	Coal	.	1	8	11	1	0 1/2
4	Gray metal	2	1	6	{ 58	1	8 3/4 }
5	Strong white post and water	1	4	11	{ 3	3	10 }
6	Gray metal	1	3	5			
7	Dauty coal	.	.	11			
8	Gray metal and metal stone	1	2	5			

9	Gray post	1	2	11			
70	Gray metal	.	.	11			
71	Gray metal with white post girdles.	1	2	9			
	Carry forward	10	1	5	58	1	83/4

[NEIMME/BUD/7 Loosepage12b]

No.		Yards	Feet	Inches	Yards	Feet	Inches
	Brought forward	10	1	9	58	1	83/4
72	Strong white post with metal partings and water	5	2	7			
3	Gray white post	2	5	7			
4	Dark gray metal scared with coal	.	1	3			
5	Strong white post mixed with whin	.	3	.			
6	White post inclining to metal near bottom	.	2	5			
7	Dark metal scared with coal	.	1	2			
8	Coal	.	4	1			
9	Foul coal soft	.	.	4	20	4	4
80	Dark gray metal	.	.	8			
1	Black metal mixed with coal	.	.	7			
2	Gray metal	.	3	4			
3	Boud into gray post	.	.	7			
84	Gray metal, xxxxx? with scares of coal	.	2	4	1	1	6
				<i>J Ms</i>	80	7	63/4

[NEIMME/BUD/7 Loosepage12c]

Framwellgate Moor Sinking Account

Copied by Robert [M ?]
Wallsend Colliery
Into the book for sinking book