

Copy of WASHINGTON COLLIERY Agreement Between
Sir Gilfrid LAWSON and Messrs. MUSGRAVE, SHAFTOE and RUSSELL
– 21 Dec.1775 for 51 Years

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Bud 69 [Bud-69]	[1] copy of William Russell Esq ^{rs} : Agreement for New Washington Colliery.
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[Bud-69] [2] <p>Articles of Agreement off our Parts Indented, had made, concluded and agreed upon the fourteenth Day of September in the Fifteenth Year of the Reign 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 Seventy-five, By and Between Sir Gilfrid Lawson of Brayton in the County of Cumberland Baronet of the first Part, The Rev^d: James Musgrave Doctor of Laws and Rector of Chinno in the County of Oxford of the second Part, Robert Shaftoe of Whitworth in the County of Durham Esquire of the third Part, and William</p>	[3] <p>Russell of Sunderland near the Sea in the said County of Durham Coal Fitter of the fourth Part. First the said James Musgrave in Consideration of the Rents and Agreements hereinafter mentioned to be paid done and performed by the said William Russell his Heirs, Exr^s. Administrators and Assigns doth hereby for himself his Heirs Ex^{rs}: and Administrators Covenant, promise and agree to and with the said William Russell his Ex^{rs}: Adm^{rs}. and Assigns that he the said James Musgrave or his Heirs, shall and will grant, let, and demise to the said William Russell his Ex^{rs}: Adm^{rs}. and Assigns, and the said William Russell doeth hereby covenant and agree to take a Demise of all the Collieries, Coal-mines and Seams of Coal of him the</p>
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[Bud-69] * lying and being within and under or which may be soon wrought and gotten out of all or any of the ancient inclosed Freehold Lands of him the said Ja^s. Musgrave,

Habendum.

From Dec: 21st: 1775 for a Term of 51 Years.

said James Musgrave * situated and lying within the Manor and Township of Washington in the said County Durham on the South and South West Sides of a certain Tract of Land lately divided and inclosed called Washington Common, and some other Closes and Grounds on the North Side of the said Washington Common adjoining to the common Highways there, as the same are intended to be described and delineated by a Plan or Survey to be made thereof, with all usual and necessary Liberties, Privileges and Powers for the Winning, Working, Leading, Taking and Carrying away the said Collieries and Coals in and through the several Lands and Grounds under which the same do lie; To hold from the twenty-first Day of December now next

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James Musgrave Esq^{rs}. certain Rent for his own Free-hold to be 300 £. a Year.

Rent Days – June 24th and Dec^r. 21st.

High-main Coal 25^s/ 0^d P. Tenn.
all other Seams – 20^s/ 0 P. d^o.

Tenn to be 440 Bolle of 36 Gallons each.

ensuing the Term of fifty-one Years, subject to the Power of Determining the same sooner as hereinafter is mentioned at and under the certain Rent of three Hundred Pounds a Year, and the Tentale Rent of Twenty-five Shillings per Tenn for the High-main Coal, and Twenty-Shillings Per Ten for the other Seams, each Ten to consist of Four Hundred and forty Coal Bolls, and each Boll thirty-six Gallons Winchester Measure, the said Rents to be payable to the said James Musgrave his Heirs or Assigns half Yearly on the Twenty-fourth Day of June and the twenty-first Day of December in every Year, but no Rent to be paid for the first three Years of the said Term, other than the Tentale Rent for the Coals which the Lessee shall actually work and Lead from the said Coal-mines

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The Lessee has power to give up at the Ends of the 10th. 20th. 30th & 40th Years, on 12 Months Notice. _____

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determine the Term of fifty one Years on expending five Thousand Pounds in Endeavouring to Win the said Colliery, and the Colliery and Coal-mines under the said Washington Common hereinafter agreed to be demised to the said William Russell by the said Washington Common hereinafter agree to be demised to the said William Russell by the said Sir Gilfrid Lawson, James Musgrave, and Robert Shaftoe, and the Colliery and Coal Mines under the separate Grounds of the said Robert Shaftoe hereinafter agreed to be demised by the said Robert Shaftoe to the said William Russell or at the End of the Tenth, Twentieth, Thirtieth or Fortyeth Years of the Term, of the Lessee shall think proper upon giving twelve Months Notice: The Lessee to make Satisfaction for all damages, Waste and Spoil of Ground which may be occasioned by the Winning and Working the said Coal-mines, Leading and Taking away

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Damages to be paid at the Rate of 40^{sh}. P. Acre yearly.

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the said Coals,^<or> using or exercising any of the Liberties and Privileges to be granted by the said Lease, after the Rate of Forty Shillings a Year for every Acre of Ground which shall be so wasted Spoiled or Damaged, to be paid yearly during the Term, or so long as the Ground shall be continued to be used or employed by the Lessee, or until the same shall be Levelled and made fit for Plowing at the Cost and Charges of the Lessee.

Secondly, the said Sir Gilfrid Lawson, James Musgrave, and Robert Shaftoe, in the Consideration of the Rents and Agreements hereinafter mentioned to be paid done and performed by the said William Russell his Heirs, Ex^r. Administrators & Assigns

do hereby for themselves severally, and not jointly,
and for their several Heirs, Ex^{rs}: Adminis^{rs}. and Assigns

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covenant, promise and agree to and with the said William Russell his Ex^{rs}: Adm^{rs}. and Assigns that they the said Sir Gilfrid Lawson, James Musgrave, and Robert Shaftoe, respectively or their respective Heirs shall and will grant let and demise to the said William Russell his Ex^{rs}: Adm^{rs}. and Assigns and the said William Russell doth hereby covenant and agree to take a Demise of all the Collieries, Coal-mines and Seams of Coal of them the said Sir Gilfrid Lawson, James Musgrave, and under or which may be won wrought or gotten out of all or any Part of the said Tract of Land lately divided and inclosed called Washington Common within the Manor and Township of Washington. aforesaid, or the Common or Waste Grounds and Lanes or Highways now remaining in Common and undivided with all usual and necessary

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Liberties, Priviledges and Powers for the Winning Working Leading Taking and Carrying away the said last Mentioned Collieries, Coal-mines and Lands and Coals in and through the several ^ Grounds under which the said lye, To hold from the said twenty-first Day of December now next ensuing for the Term of Fifty-one Years subject to the like Power of Determining the same, And at and under the like certain and Tentale Rents and subject to the Considerations and Agreements as are hereinbefore mentioned respecting the said separate Coal-mines of the said James Musgrove hereinbefore agreed to be demised to him the said William Russell, the said last mentioned yearly and Tentale Rents to be paid to the said Sir Gilfrid Lawson, James Musgrave, and Robert Shaftoe respectively or their respective Heirs or Assigns in the following Proportions according their different

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Share of the Proprietors Specified, viz:

Sir Gilford Lawson, his Heirs, &c. — $\frac{1}{4}$ th Part
James Musgrave Esq^r: &c. $\frac{1}{4}$ th, & $\frac{2}{3}$ of $\frac{1}{4}$ th. = $\frac{5}{12}$
Robert Shaftoe Esq^r: &c. $\frac{1}{4}$ th, & $\frac{1}{3}$ of $\frac{1}{4}$ th. = $\frac{4}{12}$

Shares, or Parts of, and Interests in the same Collieries and Coal-mines, that is to Say, to the said Sir Gilfrid Lawson his Heirs or Assigns one Fourth Part thereof, to the said James Musgrave his Heirs or Assigns one fourth Part and two-thirds of another Fourth Part thereof, and to the said Robert Shaftoe his Heirs or Assigns, one fourth Part and one third of another Part thereof.

Thirdly, the said Robert Shaftoe, in Consideration

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of the Rents and Agreements hereinafter mentioned to be paid done and performed by the said William Russell his Heirs, Ex^{rs}: Adm^{rs}. and Assigns doth hereby for himself, his Heirs, Executors & Adm^{rs}. covenant, promise and agree to and with the said William Russell his Ex^{rs}: Adm^{rs}. and Assigns, that he the said Robert Shaftoe or his Heirs

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shall and will grant let and demise unto the said William Russell doth hereby covenant and agree to take a Demise of all the Collieries Coal-mines, and the Seams of Coal of him the said Robert Shaftoe lying and being within and under, or which may be won wrought or gotten out of certain Closes or Parcels of Ground of him the said Robert Shaftoe, situated and being in the Manor and Township of Washington aforesaid on the North Side of the said Washington Common as the same are intended to be described and delineated by a Plan or Survey to be made thereof with all usual and necessary Liberties Priviledges and Powers for the Winning, Working, Leading taking and Carrying away the said last mentioned Collieries, Coal-mines, and Coals in and through the several Lands and Grounds under

N.B.

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The Habendum, &c.

which the same do lie: To hold from the said twenty-first Day of December now next ensuing for the Term of Fifty-one Years, subject to the Powers of Determining the same, and to the like Conditions and Agreements as are hereinbefore mentioned respecting the several Coal-mines of the said James Musgrave hereinbefore agreed to be demised by him to the said William Russell, and also Subject to the like Tentale Rents to be paid to the said Robert Shaftoe, his Heirs or Assigns half yearly as are hereinbefore mentioned, but to no certain Rent.

Fourthly, the said Sir Gilfrid Lawson, James Musgrave, and Robert Shaftoe, do hereby for themselves severally, and for their several Heirs Ex^{rs}: & Adm^{rs}. and Assigns, mutually and reciprocally covenant promise and agree to and with

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the other and others of them, and the Heirs, Ex^{rs}: Adm^{rs}. and Assigns of the other and others of them, [neffcec]tively, and they do hereby also severally covenant, promise and agree to and with the said William Russell his Ex^{rs}: Adm^{rs}. & Assigns, that in Consideration of the several Rents hereinbefore Stipulated and agreed to be paid by the said James Musgrave his Heirs, Ex^{rs}: Adm^{rs}. or Assigns, and

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said several Collieries and Coal-mines, And the said William Russell doth hereby covenant and agree to take a Demise of sufficient and convenient Way-Leave^<or>and Liberty of Passage and Liberty to make, and Lay, and use One or more Main Waggon Way or Waggon Ways, Bye way or Bye Ways, Branch or Branches (but none of the said Waggon Ways to exceed fourteen Yards in Breadth including the

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to the said Robert Shaftoe his Heirs, Ex^{rs}: Adm^{rs}. and Assigns, they the said Sir Gilfrid Lawson, James Musgrave, and Robert Shaftoe respectively or their respective Heirs or Assigns shall and will by such Instrument, Ways and Means, as shall be devised and adjudged necessary & proper grant, let and demise, unto the said William Russell his Ex^{rs}: Adm^{rs}. and Assigns during the Term aforesaid, and together in Union, with, the

Gutters, except in Places where Bridges, Mounts, Cuts or Batteries shall require a greater Breadth) and to erect and make convenient Bridges, Mounts, Cuts and Batteries from the said several Collieries and Coal-mines hereinbefore-mentioned through the now remaining Common or Waste Lands of them the said Sir Gilfrid Lawson, James Musgrave, and Robert Shaftoe, and the Town-Street of Washington aforesaid to the East End

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Waggon Ways Specified, viz.
1st Waggon Waggon Way.
Through and over the Common,
along Washington Town Street, to the East End of the Town.
Into and through a Garth of M^r. Musgraves, then in the Possession of Thomas Shanks.
Thence through S^r. Gilfrid Lawsons Ground to the River.
2^d. Waggon Way, viz.
Through Nelly Rippons Park
Robsons Close
Old Engine Field
North Part of Whitefield.
Middle Part of Whitefield
South Part of Whitefield
High Ox-Close
Middle Ox-Close
Ox-Close Gill

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of the said Town, and from thence into and through an open Garth or Yard there in the Possession of Tho^s. Shanks as Tenant thereof to the said James Musgrave from whence the said Sir Gilfrid Lawson for the Considerations hereinafter mentioned, doth hereby covenant and agree to grant to the said William Russell his Ex^{rs}: Adm^{rs}. and Ass^s. A Way Leave to the River Wear, in, through and over the separate Grounds of the said Sir Gilfrid Lawson herein after-mentioned; and the said Sir Gilfrid Lawson James Musgrave, and R^t. Shaftoe, do also severally agree to grant to the said William Russell his Ex^{rs}: Adm^{rs}. and Assigns (~~all Leave to River Wear~~) in Manner aforesaid for the Considerations herein before and hereinafter mentioned, Way Leave through the following Closes and Grounds of the said Sir Gilfrid Lawson, James Musgrave, and R: Shaftoe, hereinafter mentioned, that is to say) Nelly Rippons

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The High Twizels
The Broomy Nook
The Back of the Barn
Halls Nook
South Two little Fields

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Park, Robsons Close, the old Engine Field, the North Part of the White-field, the Middle of the White Field, the South Part of the White Field, the High Ox Close. The Middle Ox Close, the Ox Close Gill, the High Twizels, the Broomy Nook, the

& Washington Wood Farm to the River.

Back of the Barn, the Halls Nook, South two Little Fields and Washington Wood Farm to the River Wear where a Staith Trunk is intended to be erected and built as hereinafter is mentioned, for which Way Leave to and through the said Garth and Yard in Possession of the said Thomas Shanks or through the hereinafter described Closes and Ground of the said S^r. G. Lawson J. Musgrave, & R. Shaftoe to the River Wear the said Will^m. Russell his Ex^{rs}: Adm^{rs}. and Assigns is or are to pay no other Rents or Considerations than are before agreed to be paid for the said Collieries and Coal-mines, but is and are to Pay to the Owners or Occupiers of the Ground through which the said Way or Ways

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£
James Musgrave Esq^{rs}. Certain Way Leave Rent 50.
for Leading 125 Tens, and 8 Sh per Ten in
equal Moieties to Sir G: Lawson and Rob:
Shaftoe Esq^r: for the exceeding Leadings, led or
carried down the said Way or Ways.

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shall be made the like yearly Rent for Damages and Spoils of Ground as is hereinbefore mentioned respecting the said Collieries and Coal-mines.

Fifthly, the said J. Musgrave doth hereby for himself his Heirs, Ex^{rs}: Adm^{rs}., covenant promise & agree to and with the said S^r. G. Lawson & R. Shaftoe respectively, and to and with their respective Heirs and Assigns, that he the said J. Musgrave his Heirs Ex^{rs}: Adm^{rs}. or Assigns, or the said William Russell his Ex^{rs}: Administrators or Assigns, out of the said certain or Tentale Rents hereinbefore agreed to be paid by him or them to the said J. Musgrave his Heirs or Ass^s. shall and will pay or cause to be paid to the said S^r. G: Lawson and R: Shaftoe their Heirs or Assigns the certain yearly Rent of Fifty Pounds, and the Rent or Sum of eight Shillings Per Ten, such Measure as aforesaid for every Ten of Coals exceeding the Quantity of One Hundred &

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twenty five Tens, which shall during the said Term be yearly wrought out of the said separate Coal-mines of the said James Musgrave, and for his proportionall or Share of all the Coals which shall be wrought out of the said Coals-mines under the Grounds called Washington Common hereinbefore agreed to be demised to the said William Russell, and led or carried by or along the Way or Ways hereinbefore agreed to be demised to the said William Russell his Ex^{rs}: Adm^{rs}. & Assigns:

N.B.

The said certain Way-Leave Rent to be paid by equal Portions on the twenty-fourth Day of June and twenty-first Day of December in every Year, and the first half yearly Payment to be made on such of those Days as shall first happen, next after the Leading or Carrying of Coals by or along the Way or Ways aforesaid or either of them

N.B.

And the said Tentate Rent to be also paid half yearly on the Days aforesaid as the same shall accrue or become due, and those Rents to be paid to the said Sir G: Lawson and Rob^t. Shaftoe respectively & their respective Heirs and Assigns in equal Moieties. And if in any Year or Years during the said Term after the Payment of the said certain Rent commences it shall happen that the Quantities of Coals wrought out of the said James Musgrave said separate Coal-mines and his Share of the Quantity of Coals wrought out of the said Washington Common and led and carried down the said Way or Ways to the River-Wear shall be less than One Hundred and twenty-five Tens, the Lessee is to be at Liberty to make up the Short or Deficiencies in any succeeding Year or Years without paying any Tentate or other Rent for the Same.

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Sixthly, the said R: Shaftoe doth hereby for himself and his Heirs, Ex^{rs}: Adm^{rs}. Covenant, promise and agree to and with the said Sir G: Lawson, and James Musgrave respectively, and with their respective Heirs and Assigns that he the said R: Shaftoe his Heirs, Ex^{rs}: Adm^{rs}. or Assigns or the said W. Russell his Ex^{rs}: Adm^{rs}. or Assigns out of the said Tentate Rent hereinbefore agreed for to be paid by him or them to the said Rob^t. Shaftoe his Heirs or Ass^s. for his said separate Collieries and Coal-mines on the North Side of the said Washington Common, shall and will pay or cause to be paid to the said S^r. G: Lawson and James Musgrave their Heirs & Assigns the Rent or Sum of Eight Shillings per Ten such Measure as aforesaid for every Ten of Coals which shall during the said Term be yearly wrought out of the said

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Washington Common, hereinbefore agreed to be led and demised by the said Rob. Shaftoe to the said William Russell, and led or carried by or along the Way or Ways hereinbefore agreed to be demised to the said W^m. Russell his Ex^{rs}: Adm^{rs}. and Assigns: the said Way- Leave Rent to be paid in equal Moieties to the said S^s. G. Lawson and Ja: Musgrave respectively or their respective Heirs or Assigns on the 24th Day of June and 21st Day of December in every Year, and the first Payment thereof to be made on such of those Days as shall first happen next after the Leading or Carrying of Coals wrought out of such separate Estates and Collieries by or along the Way or Ways aforesaid or either of them.

Seventhly, said S^r. G. Lawson doth hereby for himself his Ex^{rs}: and Administrators & Assigns

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Separate Collieries and Coal-mines of the said
Rob^t: Shaftoe on the North Side of the said

covenant, promise and agree to and with the said

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W. Russell his Ex^{rs}: Adm^{rs}. and Assigns, that in Consideration of the Rent and Agreements hereinafter Stipulated and agreed to be paid by the said William Russell his Heirs Ex^{rs}: Adm^{rs}. or Assigns, he the said S^r. G. Lawson his Heirs or Assigns shall and will grant let and demise unto the said W. Russell his Ex^{rs}: Adm^{rs}. & Assigns, during the Term aforesaid and together and in Union with the said several Collieries and Coal-mines, and the said W. Russell doth hereby covenant and agree to take a Demise of Sufficient and convenient Way Leave or Liberty of Passage, and Liberty to make, Lay and use one or more Main Waggon Way or Waggon Ways, Bye-Way or Bye Ways, not exceeding the Breadth (of fourteen Yards as) aforesaid, except as aforesaid, and to erect and make convenient Bridges, Mounts, Cuts and Batteries, from the said Garth or Yard in Possession of the said Thomas Shanks as Tenant thereof to the said James Musgrave, through, over and along the several Closes and^{<or>} Parcels of Ground of the said

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Sir Gilgrid Lawsons Grant of Way Leave to M^r. Russell.
viz. From Shank's Garth,
Through Slinglee Garth,
The Intake
The Flarticroft (Hartecroft)
The several Closes of Little Field Farm.
The several Closes of Washington Wood d^o.

W. Russell Covenants to pay Sir G: Lawson 2^s/ 0^d

Sir G. Lawson hereinbefore mentioned to the River Wear, where the said Staith or Trunk is intended to be erected and built as hereinbefore is mentioned. That is to say, Slinglee or Calf Garth, the Intake the Flarticroft, all or any of the several Closes or Parcels of the Little Field Farm, and all or any of the several Closes or Parcels of Washington Wood Farm.

Eighthly, the said William Russell doth hereby for himself his Heirs, Ex^{rs}: and Adm^{rs}. covenant, promise &

per Ten for all Coals Led to the River Wear.

agree to and with the said S^r. G. Lawson his Heirs or Assigns that he the said William Russell his Heirs, Ex^{rs}: Adm^{rs}. and Assigns shall and will pay or cause to be paid to the said Sir G: Lawson his Heirs or Ass^s. the Rent or Sum of Two Shillings per Ten such Measure as aforesaid for every Ten of Coals which shall during the said Term be Yearly wrought out of all or any of the Collieries or Coal-mines

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of the said Sir G. Lawson, Ja^s. Musgrave, and R. Shaftoe, or any of them therein as aforesaid agreed to be let and demised to the said William Russell, and led or carried along the said Way or Ways hereinbefore agreed to be demised by the said Sir G. Lawson to the said W^m. Russell his Ex^{rs}: Adm^{rs}. & Assigns, the said Wayleave to be paid on the 24th Day of June and 21st Day of December in every Year, and the first Payment there-
<be>

of to be^ made on such of those Days as shall first happen next after the Leading and Carrying of Coals by or along the Way or Ways last aforesaid and that the said William Russell his Heirs, Ex^{rs}: Adm^{rs}. or Ass^s. shall and will pay or cause to be paid to the Owners or Occupiers of the Ground through which the said Way or Ways shall be made, the like yearly Rent for Damage and Spoil of Ground as is hereinbefore mentioned respecting the said Collieries & Coal-mines hereinbefore agreed to be demised by the said James Musgrave to William Russell.

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Ninthly, the said S^r. G. Lawson, doth hereby for himself his Heirs, Ex^{rs}: Adm^{rs}. Covenant, promise and agree to and with the said James Musgrave & R. Shaftoe respectively and their respective Heirs, Ex^{rs}: Ad^{rs}. & Ass^s: and also to and with the said William Russell his Ex^{rs}: Ad^{rs}. & Ass^s: that in Consideration of the several Rents hereinbefore Stipulated and agreed to be paid by the said W^m. Russell his Heirs, Ex^{rs}: Ad^{rs}. or Assigns, and of the Rent hereinafter Stipulated and agreed to be paid by the said Ja. Musgrave and W^m. Russell respectively and their respective Heirs, Ex^{rs}: Adm^{rs}. & Ass^s: he the said S^r. G. Lawson his Heirs or Assigns shall & will grant, let and demise unto the said W. Russell his Ex^{rs}: Ad^{rs}. & Ass^s: during the Term aforesaid and together and in Conjunction with the said several Collieries Coal-mines and Way- Leaves, all that Quay or Parcel of Ground of him the said S^r. G. Lawson adjoining to the River and extending in Length from Barnstone Grounds Westward sixty Yards, and in Breadth at the East End twenty-two Yards or thereabouts, and

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at the West End thereof thirty Yards or thereabouts, with Liberty to erect and build thereon a Staith and Trunk leaving a Sufficient Way or Passage of twenty Feet wide between the said Staith or Trunk and the Dwelling

James Musgrave and W^m. Russell Esq^{rs}. Covenant to pay Sir G: Lawson, in equal Moieties, Staith Rent of 15 £. per Annum. _____

House now in the Occupation of William Green as Tenant to the said Sir G. Lawson, and also Liberty to erect & make and build a Staith-House, Store-house, Store Yard, Staith Shop, and other Conveniences on the North and North West Side of the said Staith or Trunk.

Tenthly, the said James Musgrave and Will^m. Russell do hereby for themselves severally and for their several Heirs, Ex^{rs}: Adm^{rs}. covenant promise and agree to and with the said Sir G. Lawson his Heirs. and Ass^s. that they will respectively pay in equal Moieties to him the said Sir G. Lawson his Heirs or Ass^s. the yearly Rent or Sum of Fifteen Pounds for the said Staith or Trunk and other^<the> Erections, Build^s. & Conveniencies aforesaid, the said yearly Rent to be paid half Yearly on the Days aforesaid, the First Payment

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thereof to be made on such of the said Days as shall first & next happen after the Leading of Coals to the said Staith or Trunk, and in the mean Time form and after the Beginning to erect the said Trunk or Staith until Coals shall be led thereto, the said J. Musgrave and Will^m. Russell are to pay to the said Sir G. Lawson in equal Moieties the yearly Rent of Fifteen Shillings.

Eleventhly, the said W. Russell doth hereby for himself his Heirs, Ex^{rs}: Adm^{rs}. & Ass^s. covenant promise and agree to and with the said Sir G. Lawson his Heirs, Ex^{rs}: & Adm^{rs}. that the said William Russell his Heirs, Ex^{rs}: Adm^{rs}. or Ass^s. shall and will within one Year after his or their requesting the Lease to John Galley hereinafter mentioned to be determined pay or cause to be paid to the said S^r.G. Lawson his Heirs or Ass^s. such Sum or Sums of Money as he or they are bound and obliged to pay, not exceeding sixty-three Pounds to the said John Galley upon determining the Term before the same would expire which he now has in a certain Messuage or Dwelling House and Garden

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upon or near the said Quay or Parcel of Ground

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whereon the said Staith or Trunk is intended to be erected, which the said W. Russell is to pull down in Order to erect and build the said Staith ~~and~~ Trunk, according to a Covenant, Provisoe, or Agreem^t. contained in a ~~the~~ Lease of the said Messuage or Dwell^g. House and Garden from the said S^r. G. Lawson to the said John Galley.

Twelfthly it is mutually and Separately agreed by and between the said S^r. G. Lawson, James Musgrave, and R. Shaftoe respectively, and they do hereby for themselves severally and for their several Heirs, Ex^{rs}: & Adm^{rs}. Covenant, promise and agree to & with each other and the Heirs, Ex^{rs}: Adm^{rs}. & Ass^s. of each other, and also to and with the said W. Russell his Ex^{rs}: Adm^{rs}. & Ass^s. That for the Consideration afore-said, they will severally grant, and let ~~and~~ demise to the said Will^m. Russell his Ex^{rs}: Adm^{rs}. and Assigns full and free Liberty, Power and Authority to make Pits, Trenches, Grooves, Drifts, Water-Gates, Water-

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Courses, Out-Stroke and other Communications, and to erect, build and make Fire Engines or other Engines and other Buildings and Conveniencies in the Land and Grounds belonging to every or any of them the said S^r. G. Lawson, J. Musgrave, and R. Shaftoe under which the said Collieries and Coal-mines hereby to be demised, lie, and in and through the Collieries and Coal-mines within and under those Grounds respectively for the Winning, Working, Carrying on Managing and Conducting all or any of the Collieries or Coal-mines hereby agreed to be demised, and Leading, Taking and Carrying away the Coals and other Things to be wrought or Gotten there-out in as full ample and beneficial Manner to all Intents and Purposes as if the whole of such Lands, Grounds, Collieries and Coal-mines had been the separate Property of any one of them the said S^r. G. Lawson, J. Musgrave, and R. Shaftoe

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and as if he had granted and demised the same to the said W. Russell.

And lastly, It is hereby mutually & separately agreed by and between all the said Parties hereto that one or more proper Lease or leases or other Instrument or Instruments (~~all proper, usual, and reasonable Grants, Exceptions, Reservations, Provisoes Covenants and Agreements~~) shall as soon as conveniently may be, be prepared and executed in Order to carry those Articles into full and effectual Execution, and that in such Lease or Leases or other Instrument or Instruments, all proper

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be chosen by the said William Russell his Ex^{rs}: Adm^{rs}. or Assigns, and the other or others by the said Sir G. Lawson, J. Musgrave, and R: Shaftoe respectively or their respective Heirs, Ex^{rs}: Adm^{rs}. or Assigns: In Witness whereto the said Parties have hereunto set their Hands and Seals the Day and Year herein before written,
Gilfrid Lawson.
James Musgrave.
Rob^t. Shaftoe
Will^m. Russell.

usual and reasonable Grants, Exceptions, Reservations, Provisoes, Covenants, and Agreements shall be Specified and contained, And that in Case any Differences should arise touching the same they shall be Settled, adjusted and determined by two more indifferent Persons, one to