Form of Articles of Agreement for
Working a Colliery by the Chaldron.
(Grand Allies and Jn°. Morrison for Birtley Common.)

1. Articles of Agreement

Indentured had made and concluded and
fully agreed upon Day of
of &c. of the one Part and C.D. of &c. &c. of the other Part, as follow,

Whereas the said A.B. hath agreed to
let to the said C.D. the Winning, Working, Drawing to Bank, Leading and Delivering at or upon the Staith hereinafter mentioned or into Keels at the said Staith from the Waggon at the Cost and charges of him the said C.D. All the Coals to be wrought and gotten forth and out of the Colliery of him the said A.B. called and known by the Name of &c. &c. And also the Laying of New Waggon Ways Branch and Branches and the Repairing of

2. Waggon Ways, Branches, and Waggons, and also of &c. at the Costs and Charges of him the said C.D. for the Term of Years to be reckoned and computed from &c. &c. upon the Terms and subject to the several Covenants Restrictions and Agreements hereafter mentioned and contained and to pay him for such Winning, Working, Drawing to Bank Laying new Waggon Ways Branch and Branches and Repairing Waggonways Branch and Branches Waggon, Fire Engines, &c. and Leading and Delivering such Coals at or upon the Staith hereinafter mentioned, or into Keels from the Waggonways the several Sums of Money hereinafter mentioned And it hath also been agreed by and between the said A.B. and C.D. that he the said C.D. shall and may on the said Day of have and take to his own Use all the Dead Stock of Colliery Materials now in Use at Pits above and under Ground together with the Waggon Way from the Pits to the
Staith, and all the Branches thereof with all the Waggons and Waggon & Materials of and belonging to the said Colliery at a Valuation to be made by two indifferent Persons the one to be chosen by and on the Part of A.B. &c. and the other to be chosen by by the said C.D. and in Case such two Persons cannot agree in their Valuation then such Valuation to be made by a third Person to be chosen by such two Persons And that at the End of the said Term of Years all the there Dead Stock of and belonging to the said Colliery Waggon Ways Branches, Waggon and Waggon Materials, Fire Engine Materials, &c. &c. shall be revalued by two indifferent Persons to be chosen as aforesaid and in Case such two Persons cannot agree in their Valuation then by a third Person to be chosen as aforesaid who is then to value the same as if in Use for a current going Colliery and the Difference between such Valuations to be [Bud-101]

Delivering at or upon the Staith or into Keels at the said Staith from the Waggon Ways Branches, Waggon and Waggon Materials, Fire Engine Materials, &c. &c. shall be revalued by two indifferent Persons to be chosen as aforesaid and in Case such two Persons cannot agree in their Valuation then by a third Person to be chosen as aforesaid who is then to value the same as if in Use for a current going Colliery and the Difference between such Valuations to be

paid and made good in Manner hereinafter mentioned Now these Presents witness That in Persuance and Part Performance of the said Agreement and for and in Consideration of the Covenants and Agreements hereinafter contained on the Part and Behalf of the said C.D. his Exors and Admors to be kept done and performed he the said A.B. has granted and demised to the said C.D. the Winning Working Drawing to Bank and Leading and Delivering at or upon the Staith belonging to the said A.B. at &c. or into Keels at the said Staith from the Waggon all and every the Coals to be wrought and gotten forth and out of the Collieries and Coalmines of him the said A.B. situate lying and being in &c. &c. and commonly called or known by the Name of &c. To have hold and enjoy the said Winn [Bud-101] Working Drawing to Bank and Leading and

Delivering at or upon the Staith or into Keels at the said Staith from the Waggon Ways Branches, Waggon and Waggon Materials, Fire Engine Materials, &c. &c. shall be revalued by two indifferent Persons to be chosen as aforesaid and in Case such two Persons cannot agree in their Valuation then by a third Person to be chosen as aforesaid who is then to value the same as if in Use for a current going Colliery and the Difference between such Valuations to be

and in such a method and Manner as the Viewer or Viewers Agent or Agents for the Time being of the said A.B. &c. shall from Time to Time direct, Win and Work or cause to be won and wrought the said Collieries & Coal Mines And shall and will from Time to Time and at all Times during the said Term at his and their like Costs and Charges will and sufficiently lay all new Waggon Ways Branch and Branches when the same shall be necessary to be made and laid and well and Sufficiently uphold maintain and keep the same with present Waggon Ways & the Branches thereof to the several Pits and in the Heap Steads thereof together with the Waggon
and will during the said Term of Years at his and their own proper Costs and Charges in a fair regular and proper Manner according to the best and most improved Method and Course of Winning and Working Collieries in the County of Durham

[1]

them for and in Respect of the common and usual damages of Ground by the said Waggon Way or any other Waggon Ways hereafter during the Continuance of the said Term of Years to be made Use of by the said C.D. together with such extraordinary Damages (if any) as they may happen to sustain and shall and will well and Sufficiently Repair and Condition And also shall keep and provide Gate Keepers to keep the said Gates shut and prevent Trespasses by Cattle of otherwise And also shall and will from Time to Time and at all Times during the said Tyerm of Years at his and their like Costs and Charges lead and convey and cause to be led and conveyed in Wagons all the Coals which shall be wrought in the said Collieries and Coalmines from the several Pits of the same to the Coal Staith of him the said A.B. at aforesaid and deliver the same on the said Staith

[1]

Viewers Agent or Agents for the Time being of the said A.B. in each Year of the said Term to be directed to be wrought both in the Whole Mine and in the Walls and Pillars of the several Seams of Coal in the said Collieries and shall and will send or cause to be sent

and Delivering the said Coals (it being here by declared and agreed to be the true Intent and Meaning of these Presents and of the Parties hereto that the said Collieries & Coalmines and the Winning and Workingthere of and the Coal Drifts and other Drifts

or on Board of the Keels or Lighters of him the said A.B. or his Fitters or Agents at the said Staith out of the Wagons and that with as little Waste, Abuse, Damage or Injury to the said Coals as possible And shall and will in a like fair regular and orderly Manner transact, manage and carry on the whole Business of Winning Working Leading and Delivering such Coals and in Managing and Working the said Collieries shall and will use his & their best and utmost Endeavours to prevent all Manner of Obstructions and Prejudice happening to the said Collieries or to the Working Leading or Delivering the Coals of the same & to facilitate the safest best and most proper Method and Course of Working the said Collieries as well in the Whole Mine as in the Walls & Pillars thereof And shall and will work or cause to be wrought all or as many of the Coals as can and ought or shall by the Viewer or
all such Coals above Ground and deliver the
same on the said Staith out of the Wagons
as large and as clean dry and in as good
and merchantable State and Condition as the
Nature of the Mine will admit. And for
these Ends and Purposes shall and will from
Time to Time and at all Times hereafter during
the said Terms of _ Years observe keep and follows
the Orders and Directions and pursue the Advice
of the Agent or Agents Viewers for
the Time being of the said A.B. &c. relating to
the Working the said Collieries and Leading

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Business in all its Parts and Branches and
for and in the doing and performing all Pit Work
Waggon and Waggon Way Work Smithwork
Wrightwork Corving Work and other Work
whosoever which shall in anywise relate to
or be needful or necessary in or about the same
And shall and will at his and their own
Expenst and Charges maintain and keep
all such Horses and pay and defray the
Wages of all such Men and other Servants
from Time to Time to be so found provided
and kept employed as aforesaid. And
also shall and will at his and their like
Costs and Charges find and provide sufficient
Numbers and Quantities of Picks, Hacks,
Shovels, Mauls, Wedges, Props, Frames, Rolleys,
Slids, Ba’arrows, Waggons, Pumps, Lamps, Oils,
Lampwick, Candles, Ropes, Chains, Hooks, Corves,
Deals, Rails, Wood, Timber, Iron, Steel and all

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and Works necessary for the Winning or and,
Working the same and all other Matters &
Things relating thereto shall be wrought led
made and done with and under and according
to the Advice Orders and Directions of the
Agent or Agents, Viewer or Viewers of the
said A.B. &c. and not otherwise) And
also shall and will from Time to Time and
at all Times during the said Term of _ Years
find and provide a Sufficient Number of
Horses and of Men competently able knowing
and experienced for the doing performing manag-
ing and carrying on the aforesaid Work and

Work Tools Utensils and materials whatsoever
which shall in any wise be needful necessary or
proper for the doing performing and carrying on
the said Work and Business as well above Ground
as below And shall and will from Time to
Time and at all Times during the said Term
at his and their own Costs and Charges rid and
clean away and remove all Falls of Earth
Stone, Slate, Rubbish, and other obstructive Matters
which shall happen in the said Workings or
Drifts in the said Collieries or in any of the Seams
of Coal therein, which the Agent or Agents
Viewer or Viewers for the Time being of the said
A.B. &c. shall think necessary and direct to
be cleared away and removed and shall and will
from Time to Time and at all Times during
the said Term at his and their own Costs & Charges
Sink a Pit or Pits, Drive and make all Coal Drifts
and Water Level Drifts and other Drifts, Levels,
and Air Courses in the said Collieries and Seams

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of Coal in such Manner as he or they shall be
ordered and directed by the said Agent or Agents
Viewer or Viewers for the Time being and not
otherwise for the better and Safer Working the
said Collieries and Seams of Coal and Carrying
on the proper Business thereof And also shall
and will from Time to Time and at all Times
during the said Term at his or their own Costs
and Charges set-over or work through all Dykes
Obstructions and Troubles and pump or raise
to the Fire Engine Level all Water in the said Coll's.
and Seams of Coal where the same shall be ne-
cessary and at the like Costs and Charges shall &
will from Time to Time draw to Bank and lay
above Ground separate and apart from the Coals
which shall be wrought and sent above Ground
as aforesaid all such Earth Stone Rubbish and
other obstructive Matter as shall proceed from or
be produced by the Working of the said Collieries
and Seams of Coal as shall be requisite or necessary
to be Drawn to Bank and laid above Ground as

proper Persons constantly employed at every Pit
Heap so long as such Pit continues to be wrought
wailing picking and taking all Stones, Slates,
Thill Band Brasses and other Refuse from
among the Coals sent above Ground,., And cast
aside all such Stones Slates Thill Band Brasses
and other Refuse at such Pit Heaps so as to
keep the Coals as clean and good as may be
Also that the said C.D. his Exors or Admors
shall not nor will by himself or themselves
his or their Agents or Workmen do or commit
or wittingly or willingly permit or Suffer to be

aforesaid and shall and will at his and their
own Costs and Charges make all Horseways
B'arroways Tram Ways and Gin Ways in &
bout the said Collieries when and where
the same shall be necessary and convenient
and all the said Ways shall and will during
the said Term keep in good Repair & Condition
and at the End thereof leave the same in
the like good Repair and Condition And
shall and will during the said Term well
and Sufficiently timber and Support uphold with
Timber and pay ans defray the Charges and
Expences of timbering all the present and
future working Pits of the said Collieries
and Coalmines and leave them well timbered
and in a good State and Condition at the End or
other sooner Determination of the said Term
And Shall and will from Time to Time dur-
ing the said Term keep sufficient Wailers or

or A[ms] or his or their Viewer or Viewers agent
or Agents during the Continuance of the
Term hereby granted at their Wills & Pleasures
to ride and defend by the Ropes and Engines
afed by the said C.D. his Exors or Admors
into all or any of the said Pits or Shafts of or
belonging to the said Collieries or Coalmines
and to view and inspect the Workings of
the same thereby the better to be informed
of the due and regular Course of Working
the same and to line measure and use
such other Methods as they shall think
done or committed any Act whereby or by
Means whereof the said Collieries or Coalmines
or any Part thereof shall or may be drowned
or overburthened with Water or Stythe from
any Wastes in the said Collieries or in from
any other neighbouring Colliery or whereby any
Thrust may happen to the same or any Part
thereof And further that it shall and may
be lawful to and for the said A.B. his Heirs

fit to discover the same and by the same
Ways and Means to ascend and come up
at the said Pits or Shafts when and as often as
they shall think fit and convenient And
also that he the said C.D. his Exors or Admors
shall and will at the End and Expiration or

other sooner Determination of the said Term
of Years yield and deliver up to the said
A.B. his Heirs or A[sms] or his or to such a Person or
Persons as he or they shall appoint the quiet
and peaceable Possession of the said Collieries
with the Pits kept and left open and in a
safe Working – State together with the Fire
Engine Level and all the Air and other Levels
or Watercourses of or belonging to the said
Collieries free open and upstanding (except
such as are already lost or may be lost by
Means of any unavoidable general Thrust
or Creap) And also shall and will during the
said Term work and send above Ground and
lead and deliver at the Fire Engine used for
the said Collieries gratis all such Coals as shall
be necessary for the said Engines Consumption
and Engine Keepers Fire Coal And also
shall and will from Time to Time and at

all Times during the Continuance of the
said Term pay and discharge or cause to
be paid and discharged all and every the
Sun and Sums of Money and Payments
whatsoever which from and after the said
Day of shall become due and
payable for or in Respect of the said
Colliery and all Taxes Cesses Charges &
Impositions and all other Outgoings Charged
or at any Time during the said Term
to be charged on the said Collieries or Coal
Mines and Premisses and payable on Acc’t.
thereof, All Damagees of Ground and
Trespass to be occasioned thereby or by the
Working thereof (the Way Leave Rents ex-
cepted, and also except the Land tax charged
or to be charged on the said Premises, and
also except such Sum or Sums of Money as
shall or may be expended or laid out in or

about Repairing and Keeping in Repair
the said Fire Engine and for the Wages and
Hire of the said Fire Engine Keepers which

of clean merchantable Coals accounting
each Chaldron to contain 24 Bolls and
each Boll 36 Gallons Winchester Measure
last mentioned several Rents Repairs and Keeping of the said Fire Engines and Land Tax are to be born and paid by the said A.B. as is hereinafter mentioned) And the said A.B. doth hereby for himself his Heirs or A[sms] (in Consideration of the Covenants and Agreements herein before contained on the Part of the said C.D.) his Exors or Admors [covenant promise and agree to and with the said C.D. his Exors or Admors in the Manner following (that is to say) that he the said A.B. his Heirs or A[sms] shall and will well and truly pay or cause to be paid unto the said C.D. his Heirs or Admors or Assigns the Sum of of lawful & Money of Great Britain for every Chaldron [Bud-101]

16 Peck Corf, and a Score for every Score wrought and drawn to Bank with a 20 Peck Corf, and the Remainder if any there be which shall appear to be due shall be paid to him & them at the End of every 12 Months (That is to say) on the Day of in every Year or within the Space of 20 Days next after that Day and the Number of Chaldrons, and the Number of Chaldrons wrought led and deliver’d as aforesaid to be ascertained by the Number of Waggons to be entered in the Staitthmans’ Books of the respective Coals led to the said Staith and delivered thereon or on Board of such Keels as aforesaid each Waggon to hold and contain 19 Bolls such Measure as afores’d. or such other Number of Bolls as the said Waggons shall be found from Time to Time to hold and contain the said Waggons to be admeasured which shall be wrought led to and laid upon the said Staith or delivered on Board the Keels as aforesaid ley the said C.D. his Exors or Admors forth and out of and from any of The Seams of Coal which now are working or that shall hereafter be wrought at any of the Pit or Pits of the said Colliery And it is hereby declared and agreed by and between the said Parties to there Presents that the said Rates and Prices for working the said Coals shall be paid at the Times and in Manner following (that is to say) at the End of every 14 Days from the said Days of the Sum of a Score for every Score of Coals wrought and drawn to bank with a

21 Book and take Copies thereof from Time to Time as Occasion shall or may require and be thought necessary And also that he the said A.B. his Heirs or A[sms] shall and will pay and discharge the Way Leave Rent And also the Costs Charges and Expences of Repairing and Keeping in Repair the Fire Engine and the Wages and hire of the Engine Keeper And the Landtax charged or to be charged and payable for or in Respect of the said Premises And it is hereby further mutually covenanted and agreed by and between the said Parties to there Presents that at the End & Expiration or other sooner Determination of the said Term hereby granted he the said A.B. his Heirs or A[sms] shall and will take at a Valuation to be made by skilful Persons to be indifferently named one of them by the said A.B. his &c. and the
and the said C.D. to inspect the Staithmans 

other by the said C.D. his &c. and if such two

Persons cannot agree in their Valuation then 
by a third Person to be chosen by such two 
Persons, all the then Stock of Hay in the 
Stock Yard and of Corn and Hay in the 
Granaries and Lofts and all the Stable 
Utensils Gears and Trappings, and shall and 
will well and truly pay or cause to be paid 
unto the said C.D. his &c. the one full 
Moiety of the Amount of such Valuation 
and appraisment at or before the End of 
6 Months next after the Expiration or other 
sooner Determination of the said Term and 
the other Moiety thereof at or before the End 
of 12 Months next after the Expiration on 
other sooner Determination of the said Term 
hereby granted And further that at the 
End and expiration or other sooner Determina- 
tion of the said Term the said A.B. his &c. 
shall also take at a Valuation to be made 
by two Skilful Persons to be chosen as aforesaid 

aforesaid then and in such Case the said 
C.D. his &c. shall and will within 
the Space of 6 Weeks next after such 
last Valuation being made well and truly 
pay or cause to be paid unto the said A.B. 
his &c. so much Money as the said Stock 
of Timber Deals Rails Sleepers Gins Ropes 
Materials and other Dead Stock shall 
upon such last Valuation fall short of or 
be less than the Value of the dead Stock 
so entered upon by the said C.D. as Aforesaid.
Provided always and it is hereby declared and agreed by and between the said Parties to there Presents that upon a Breach or non Performance of any of the Covenants and Agreements herein contained on the Part and Behalf of the said C.D. his &c. to be done and performed and upon the said A.B. his &c. &c. for the Time being

Notice to re-enter upon the said Colliery
And The said C.D. do thereby for himself &c. covenant promise and agree to and with the said A.B. his &c. that he will then deliver to the said A.B. his &c. or to his or their Viewer &c. &c. the peaceable and quiet Possession of the said Colliery &

all the then Stock of Corn and hay and all the then Stock of Timber Deals Rails Sleepers Ropes Materials and other Dead Stock of the said Colliery in the same Manner as is hereinabove agreed to be done at the Expiration of the said Term and as if the same had ceased by Effluxion of Time any Thing herein contained to the contrary there of in anywise notwithstanding In Witness &c.

Remarks on the foregoing.
The following Articles are not introduced by Name in either the living and using or dead Stock, viz: 6

Horses.
Husbandry Implements.