

Form of Articles of Agreement for  
Working a Colliery by the Chaldron.  
(Grand Allies and Jn<sup>o</sup>. Morrison for Birtley Common.)

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[Bud-101]	<span style="float: right;">[Ob]</span> Form of Articles of Agreement for Working a Colliery  by the <u>Chaldron.</u> (Grand Allies and Jn <sup>o</sup> . Morrison for Birtley Common.)
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<p style="text-align: center;"><b>1</b></p> <p style="text-align: center;"><b>Articles of Agreement</b></p> <p>Indented had made <del>and</del> concluded and fully agreed upon        Day of    in the        Year of the Reign of, &amp;c. &amp;c. Between A.B. &amp;c. of &amp;c. of the one Part and C.D. of &amp;c. &amp;c. of the other Part, as follow,</p> <p><b>Whereas</b> 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 Waggonways 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 &amp;c. &amp;c. And also the Laying of New Waggon Ways Branch and Branches and the Repairing of</p> <p style="text-align: right;">[Bud-101]</p>	<p style="text-align: center;"><b>2</b></p> <p>Waggon Ways, Branches, and Waggonways, and also of &amp;c. at the Costs and Charges of him the said C.D. for the Term of        Years to be reconed and computed from &amp;c. &amp;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 Waggonways, Fire Engines, &amp;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</p>
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Staith, and all the Branches thereof with all the Waggon 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  
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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<sup>g</sup>. Working Drawing to Bank and Leading and

**5**

Delivering at or upon the Staith or into Keels at the said Staith from the Waggon all and every the Coals of the said Collieries and Coalmines at        aforesaid unto the said C.D. his Exors and Admors from the        Day of        for and during and unto the full End and Term of        Years from thence forth next ensuing fully to be compleat and ended And for the Considerations aforesaid and for and in Consideration of the Covenants and Agreements of the said A.B. hereinafter contained He the said C.D. for himself his Heirs, Exors & Admors doth hereby covenant promise and agree to and the said A.B. his Heirs and As[ins] in Manner following (that is to say) that he the said C.D. his Exors & Admors shall

**6**

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  
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to be made use of in Leading the Coals in good & sufficient Repair and Condition and shall and will pay and discharge to the Tenants the same Sum and Sums as are now paid and payable to

**7**

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 Waggons 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

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**8**

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 Waggons 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

**9**

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

**10**

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 & Coalsmines and the Winning and Working there of and the Coal Drifts and other Drifts

all such Coals above Ground and deliver the same on the said Staith out of the Waggon as large and as clean and 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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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 managing and carrying on the aforesaid Work and

**11**

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 whatsoever 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 Expence Copsts 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, Waggon, Pumps, Lamps, Oil, Lampwick, Candles, Ropes, Chains, Hooks, Corves, Deals, Rails, Wood, Timber, Iron, Steel and all

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**12**

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

**13**

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<sup>s</sup>. and Seams of Coal where the same shall be necessary 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  
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**14**

aforesaid and shall and will at his and their own Costs and Charges make all Horseways B'arroways Tram Ways and Gin Ways in & about 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 during the said Term keep sufficient Wailers or

**15**

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

**16**

or A[sms] 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 Methords 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  
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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

**17**

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  
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**18**

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<sup>t</sup>. thereof, All Damagees of Ground and Trespass to be occasioned thereby or by the Working thereof (the Way Leave Rents excepted, 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

**19**

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

**20**

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 Assgns the Sum of \_\_\_\_\_ of lawful & Money of Great Britain for every Chaldron [Bud-101]

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**

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<sup>d</sup>. as aforesaid to be ascertained by the Number of Waggons to be entered in the Staithmans' 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<sup>d</sup>. 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

**22**

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

**23**

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 appraisal 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 Determination 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  
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**24**

or by such third Person All the then Dead Stock of Timber Deals Rails Sleepers Gins Ropes and other Materials and other Dead Stock thereof or belonging to the said Colliery And in Case such Stock of Timber Deals Rails Sleepers Gins Ropes and other Materials and other Dead Stock shall upon such Valuation amount to more than the Value of the present Dead Stock entered upon by the said C.D. He the said A.B. his &c. shall and will within the Space of 6 Weeks next after such Revaluation shall be made as aforesaid will and duly pay or cause to be paid unto the said C.D. his &c. so much Money as the same shall so exceed in Value, but in Case the same shall on such Revaluation amount to less than the Value of the Dead Stock entered upon as

**25**

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 Afores<sup>d</sup>.

**26**

giving or leaving at the Dwelling house of the said C.D. his &c. Notice in Writing under his or their Hand or Hands of his or their Intention or Desire to determine the Term hereby granted at the End of 2 Months from the Time of the Delivery of such Notice that then and in such Case it shall and may be lawful to & for the said A.B. his &c. or his or their Viewer, &c. &c. At the End of the 2 Months from the Time of the Delivery of such



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  
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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 &

**27**

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.  
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**28**

**Remarks on the foregoing.**

The following Articles are not introduced by Name in either the living and using or dead Stock, viz: <sup>6</sup>

- Horses.
- Husbandry Implements.