

by John CATCHERSIDE to
George HUMBLE & James SMITHSON

- 11th Nov. 1760

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Dated 1st: March 1761.
Lease of a Colliery at Birtley

From - - - - - M^r. John Catcheside
To - - - - - { M^r. George Humble
& M^r. James Smithson } for 28 Years

Commencing from 11th November 1760.

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This Indenture made the first
Day of March in the 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-one Between John Catcheside
of Chester Le Street in the County of Durham Gentleman, of
the one Part, and George Humble of Birtley in the said
County Gentleman and James Smithson of Monkwearmø
mouth in the paid County Esquire of the other Part,
Witnsseth that for and in Consideration of the
Rents hereby reserved and Covenants herein contained
which on the Lessees Part are not to be performed he the
said John Catcheside hath demised, Set, and to
Farm let, and by these Presents doth demise, Set, and
to farm let unto the said George Humble and James

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Smithson their Executors, Administrators and Assigns All
those his Several Seams of Coal as well opened as not opened
commonly called or known by the Names of the Five –
Quarter Coal Seam, the High Main Coal Seam, the
Maudlin Coal Seam, the Low Main Coal Seam and
the Hutton Seam and no other Seams, Situate
lying and being within and under or which can Shall
or may be had, sought, digged, won, wrought, obtained,
or gotten, within, forth, and out of, all, and every, or any
of the several Fields, Closes, or Parcels of Ground of and
belonging to the said John Catcheside Situate and being
within the Township, Precincts, or Territories of Birtley
in the County of Durham, now in the Tenure, or
Occupation of William Scot, as Tenant, or Farmer, or Farmer, there
of under the said John Catcherside, and containing by

Estimation Sixty-Six Acres two Roods and thirty-two Perches, be the same more or less, with full and Free Liberty, Power, and Authority, to Digg, Sink, Rid, Win, Work, and Make, Pit and Pits, Trench and Trenches,

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Groove and Grooves, Staple and Staples, and to drive Drift and Drifts, and to make Water Gates, Water Courses, and Day-holes, as well for the Winning, Working, Obtaining, and Getting of Coals forth and out of the said Colliery and Coal Mines, Seam and Seams of Coal hereby demised, as for the avoiding and carrying off foul Air, Water, and Styth, with Sufficient and convenient Ground Room, Pit ⁽²⁾ Room, and Heap ⁽¹⁾ Room for the Laying and Placing of the Coals, Stones, Gravel, and Earth, Metal and other Things, Refuse or Rubbish, which shall from Time to Time be had, gotten, or come Forth, and out of the same Collieries, or Coal Mines, Seams of Coals hereby demised, in such Winning or Working thereof Together also with full and free Liberty to draw to bank at any of the Pit or Pits of the Collieries and Coal Mines Seam and Seams of Coal hereby demised, not only the Coals of the Collieries & Coal Mines hereby demised but the Coals of the Colliery and Coal Mines in the several Seams thereof or any of them lying contiguous to and adjoining thereupon late belonging to Janathan Martin Gentleman,

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And also Sufficient and convenient Wayleave and Passage to and for them the said George Humble and James Smithson, their Executors, Administrators or Assigns and for their, and every of their Agents, Workmen and Servants from time to time and at all Times during the Continuance of the Terms hereby granted or intended to be hereby granted, to take, lead, and carry away, with Horses, Carts, Wains, Waggon, or any other Carriages, the Coals to be won, wrought, and gotten, not only forth and out of the several Seams of Coals hereby demised (or any of them, but the Coals to be drawn to bank as aforesaid from and out of, the Colliery, and Coal Mines, in the several Seams thereof late belonging to the said Jonathan Martin, in through over, and along, all and every, or any of the Lands and Grounds, of him the said John Catcheside, at, or lying within Birtley aforesaid, the nearest and most convenient Way, or Ways, to or towards the River Tyne and Wear or either of them, And for that Purpose full and free Liberty, Power, and Authority, in and upon, through over and

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along the Lands and Grounds aforesaid within the Space or Limits of fourteen Yards in Breadth including Gutters (except in Deans, Valleys, and [^]or other Places where Bridges, Batteries or Cutts shall be necessary and require a greater Breadth) to erect, and make, lay, place, and fix, one or more Waggonway

or Waggonways, and Byways, or Sideways, Branch, and Branches, Bridge and Bridges, Mounts, Batteries, and Cutts, or other Coalway or Coalways for Waggon or other Carriages loaden or unloaden to pass and repass over and along the same, And for that Purpose to fix, lay, and place in and upon the said Lands and Grounds Rails, Sleepers, Timber, Iron, and all other Materials whatsoever requisite and^<or> necessary for the Erecting, Making, or Laying of such Waggonway or Waggonways, Branch and Branches, and other Ways, Bridges, Mounts, and Cutts, and to amend and repair the same from Time to Tim, And also full and free Liberty, Power, and Authority, to did and get Earth, Stones, and Rubbish, in the most convenient Place or Places of and in the Lands, and Grounds, aforesaid (doing as little Damage as may be) for the Making, Erecting, Laying, Placing, Levelling, or Repairing the said Waggonway or Waggonways or other Coalway or Ways

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or for Making, erecting, or repairing, any Bridges, Mounts, Batteries, or other Erections, or Buildings, necessary or convenient to be made and used not only in and about the Management and carrying on the said Collieries and Coalmines hereby demised, or to lead and convey Coals or Materials to and from the same, but also the said Coals of the said Colliery and Coalmines late belonging to the said Jonathan Martin, so to be drawn at the Pit or Pits of the hereby demised Collieries as aforesaid, And also full and free Liberty, Power, and Authority to make, places, & erect within any of the Lands, and Grounds, aforesaid such Fire Engine and ^<or> Fire-Engines or other Engine or Engines, Mills, Ginns, Houses, Erections, Buildings, Hovels, and Sheds, as shall from Time to Time be needful and convenient for drawing and conveying Coals, Water, Rubbish and other Things, from, forth, & out of the said Collieries, Coalmines, Seam, and Seams of Coal, hereby demised, or for the Standing, Laying, or ^<and> Placing, of the Workmen, workhorses, and Workgeer to be used and employed in and about the Winning, Working, and Carrying on thereof and to do whatsoever is, or shall be needful or requisite to be done, in or about the Winning, Working, Obtaining, or Getting of Coals from, and out of the said Collieries, Coalmines,

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Seam, and Seams of Coal hereby demised, or Leading, Carrying or Conveying of Coals, and necessary Materials, to, or from the same, as also the said Coals so to be drawn at the Pit or Pits of the hereby demised Collieries, out of the said Colliery, late belonging to the said Jonathan martin as aforesaid (excepted and always reserved unto the said John Catcheside, his Heirs, and Assigns, full and free Liberty Power and Authority to have, use, and enjoy, or to demise and grant to any other Person or Persons whatsoever, Wayleave, for any other Colliery or Collieries whatsoever, in through, over and along, the Lands and Grounds of him the said John Catcheside, wherein Way leave is hereby mentioned and intended to be demised, with Liberty to Lay, Place, & use Waggonway and Waggonways, and all other Coalway and ^<or> Coalways, and to lay and place the same across the Waggonways and other Coalways to be made by Virtue of this Demise, so as

the same be done and Use with as little Damage or Prejudice as may be the Waggonways and other Ways to be made and[^]<or> used under the Powers hereby granted, and also excepted and reserved unto the said John Catcheside his Heirs or Assigns, and his Tenant and[^]<or> Tenants of the Grounds under which the said Collieries hereby demised lye, Power and Liberty

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of Passage, over, along, and across, the said Waggonways and other Ways, with Workmen, Horses, Cattle, Carts, and all Carriages for the Uses and Purposes of Husbandry doing as little Damage as may be, To have and to hold the said Several Seam and Seams of Coal Collieries and Coalmines, and the Liberties, Privileges, Powers, and Authorities, and all and singular other the Premises hereby or meant or intended [^]<to be> hereby demised or to farm letten, with their and every of their Rights, Incidents and Appurtenances unto the said George Humble and James Smithson their Ex^{rs}. Administrators and Assigns from the eleventh Day of November One Thousand Seven Hundred and Sixty unto the Full End and Term, and for and during the whole Term of Twenty-eight Years from thenceforth next ensuing and fully to be complete and ended Subject nevertheless to the Provisoos and Agreements hereinafter contained and expressed, Yielding and Paying yearly and every Year during the said Term unto the said John Catcheside his Heirs or Assigns the Rent or Sum of eight Shillings of lawful Money of Great Britain for each and every Tenn of Coals which shall in each and every Year and[^]<or> Years be wrought, gotten, led, and carried away, from, forth, and out of the said Seam of Coal hereby demised called the Five Quarter Coal Seam, accounting twenty-one Waggon Loads to each Tenn, each Waggon to carry and contain at

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the Pits twenty Bolls, and each Boll to contain and Hold, thirty six Winchester Gallons upon a fair Stroak or Streak, the said Rent of eight Shillings to be paid upon the first Day of May, and the eleventh Day November each of the said Year or Years of the said Term, by so much as the Number of Tens of such Measure as aforesaid wrought and led in the preceding half Year shall amount unto And also yielding and Paying yearly and every Year during the first two Years of the said Term unto the said John Catcheside his Heirs or Assigns the Rent or Sum of Twelve Shillings and Six Pence of lawful Money of Great Britain for each and every Tenn of Coals such Measure as aforesaid which shall in each or either of the said two Years be wrought, gotten, led, and carried away, from, forth, and out of the said Seam of Coal hereby demised, called the Maudlin-Coal Seam, the said Rent of twelve Shillings and Six Pence to be paid upon the first Day of May and eleventh Day of November in each of the said two Years of the said Term by so much as the Number of Tens, such Measure as aforesaid wrought and led in the preceding half Year Shall amount unto. And also yielding and Paying unto the said John Catcheside his Heirs of Assigns for and during the first two Years of the said

Term the Rent or Sum of fourteen Shillings of lawful Money of Great Britain for each and every Term of Coals such Measure as aforesaid which shall in each ~~and~~^{and/or} either of the said two Years be wrought, gotten, led, and carried away from, forth, and out of, the said Several Seams of Coal called the High main Coal Seam, the Low-main-Coal Seam, and the Bottom Seam, or any of them, the said Rent of fourteen Shillings to be paid upon the first Day of May and eleventh Day of November in each Year of the said two Years of the said Term by so much as the Number of Tens, such Measure as aforesaid wrought and led in the preceding Half Year Shall amount unto, And also yielding and paying unto the said John Catcheside his Heirs or Assigns from the Expiration of the said two first Years of the said Term for and during the Residue and Remainder of the said Term of twenty-eight Years, the certain yearly Rent or Sum of fifty Pounds of lawful Money of Great Britain for eighty Tens of Coals such Measure as aforesaid whether such Number of eighty Tens of Coals shall be yearly wrought or led out of the Maudlin Coal Seam hereby demised or not during the said remaining Part of the said Term of twenty-eight Years, the said certain Rent of fifty Pounds to be payable and paid at two Days or Times in each Year of the said remaining Part of the said Term hereby demised (that is to say) at or upon the first Day of May and the eleventh

Day of November in every Year by even equal Portions, the first Payment thereof to begin and be made upon the first Day of May which shall be in the Year of Our Lord One Thousand Seven Hundred and Sixty three: And also yielding and paying Unto the said John Catcheside his Heirs or Assigns over and above the said certain yearly Rent of Fifty Pounds the further Rent or Sum of twelve Shillings and Six Pence of the like lawful Money for each and every Tenn of Coals (of such Measure as aforesaid) which over and above the said Quantity of eighty Tens of Coals shall in any one Year of the said remaining Part of the said Term of Twenty eight Years be wrought, gotten, led, and carried away, from, forth, and out of the said Maudlin Coal Seam hereby demised, the said further Rent to be paid upon the first Day of May and eleventh Day of November in every Year of the said Remaining Part of the said Term of Twenty-eight Years by so much as the Number of Terms wrought and led in the preceding Half Year shall amount unto: And also yielding and paying unto the said John Catcheside his Heirs and Assigns from the Expiration of the said two first Years of the said Term for and during the Residue and Remainder of the said Term of Twenty eight Years, the Further certain Yearly Rent or Sum of One Hundred and Fifty Pounds of lawful Money of Great Britain for two Hundred and fourteen Tens and Six Waggons of Coal, such

Measure as aforesaid, whether such Number of two Hundred and fourteen Tens and Six Waggons of Coals shall be yearly wrought or led out of the High-main Coal Seam, the Low-

main Coal Seam, and Hutton Seam or any of them hereby demised or not during the said remaining Part of the said Term of Twenty-eight Years, the said certain Rent of One Hundred and Fifty Pounds to be payable and paid at two Days or Times in each Year of the said remaining Part of the said Term hereby demised (that is to say) at or upon the first Day of May and the eleventh Day of November in every Year by even equal Portions, the first Payment thereof to begin and be made upon the first Day of May which shall be in the Year of Our Lord One Thousand Seven Hundred and Sixty three: And also yielding and paying unto the said John Catchside his Heirs or Assigns over and above the said certain Yearly Rent of one Hundred and Fifty Pounds the further Rent or Sum of fourteen Shillings of the like lawful Money for each and every Tenn of Coals of such Measure as aforesaid which over and above the said Quantity of two Hundred and fourteen Tens and Six Waggons of Coals shall in any one Year of the said remaining Part of the said Term of twenty eight Years to be wrought, gotten, led and carried away, from, forth, and out of the said

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High-main Coal Seam, Low-main Coal Seam, and Hutton Seam or any of them hereby demised, the said further Rent of fourteen Shillings to be paid upon the first Day of May and the eleventh Day of November in every Year of the said remaining Part of the said Term of twenty eight Years by so much as the Number of Terms wrought and led in the preceding half Year shall amount unto: And also yielding and paying yearly and every Year during the said Term unto the said John Catchside his Heirs or Assigns the Rent or Sum of Four Shillings of like lawful Money for each and every Tenn of Coals such Measure as aforesaid, which shall in each and every Year or Years be wrought, gotten, and drawn to Bank at any of the Pit or Pits of the Coal-mines hereby demised from forth and out of the said Collieries and Coalmines, in the Several Seams thereof, or any of them lying contiguous thereto and adjoining thereupon, now in the Possession of the laid George Humble, and late belonging to the said Jonathan Martin, and which shall be led and carried away over and along the Waggonway or Waggon Ways or other Ways hereby demised as aforesaid, the said Rent of four Shillings to be payable and paid upon the First Day of May and eleventh Day of November in each Year of the said Term by so much as the Number and

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Quantity of Tens of Coals, such Measure as aforesaid, wrought, gotten, drawn to bank, led and carried away as aforesaid in each preceding Half Year shall amount unto each and every of which said Rents and Payments are hereby reserved, declared, and agreed, to be made and paid free and clear of all parliamentary and other Charges and Assessments whatsoever Provided always and upon Condition nevertheless that it was and is the true Intent and Meaning of these Presents and of the Parties hereunto that if it shall happen that the said yearly Rents hereby reserved or any of them, or any Part

of them or any^<other> occasional Payments (if any happen to be) shall be behind or unpaid by the Space of forty Days next over or after any of the said Days or Times of Payment whereon the same ought to be paid as aforesaid, then and in such Case it shall and may be lawful to and for the said John Catcheside his Heirs and Assigns to Stop and hinder the Leading of Coals from the said Colliery, and to enter and distrain all and every of the Coals, Waggons, Carts, or other Carriages, Materials, or other Things that shall be found upon the hereby demised Premises and the Distress and Distresses then and there found to take, carry away, fell and dispose off according to Law, until the said Rents, Sum

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and Sums of Money, which shall so happen to be in Arrears and unpaid, and reasonable Satisfaction for the Charge of Such Distress and Sales be fully Satisfied and paid, rendering the Overplus (if any be) unto the said George Humble and James Smithson their Executors, Administrators, or Assigns, and also into and upon the said Collieries and Coal-mines and other the Premises hereby demised or unto any Part thereof in the Name of the Whole to re-enter and the same to have again, retain and repossess and enjoy as in his and their First and former Estate and^<or> Estates any thing herein contained to the contrary thereof notwithstanding: And the said George Humble and James Smithson do hereby for themselves jointly and severally and for their joint and Several Heirs, Executors, Administrators, and Assigns and for every of them covenant, promise, grant, and agree to and with the said John Catcheside his Heirs and Assigns in Manner following (that is to Say) that the said George Humble and James Smithson, some or one of them, their, some or one of their Heirs, Executors, Administrators, and^<or> Assigns shall and will well and truly pay or cause to be paid unto the said John Catcheside his Heirs and^<or> Assigns the said Several Yearly Rents, the said certain Yearly Rents, and also all other Rent or Rents, Sum or Sums of Money hereby reserved

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and made payable at the Several Days and Times and in such Manner as are herein appointed for Payment thereof respecting without any Deductions whatsoever according to the true Intent and Meaning of these Presents, and also shall and will bear, pay and discharge all and all manner of Taxes, Cesses, Charges, and Payments, parliamentary or otherwise whatsoever which during the Term hereby granted have or shall become due and payable for the hereby demised Premises or the Coals or Produce thereof and also shall and will yearly and every Year during the Continuance of the said Term of Twenty-eight Years pay unto the said John Catcheside his Heirs or Assigns forty Shillings of like lawful Money for each and every Coal Pit Room for and during the Time that such Coal Pit shall be a working Coal Pit or Coals shall be lying at the same as an extraordinary Satisfaction for Damages and Spoil of Ground, and also over and above the said yearly Payment of forty Shillings for every working Pit as aforesaid the further yearly Payment of

Twenty Shillings for every Acre of Ground (the said Working
<and reckoned the said ad->
Coal Pit or Coal Pits to be taken into^ Measurement) as a Satis-
faction for Damages and Spoil of Ground occasioned by such
Working Coal Pit or Coal Pits or other Pit or Pits-Room, Heap
Room and the Use of other the Powers and Liberties hereby
demised, which said Satisfaction for Damages and Spoil of
Ground shall be paid on the Eleventh Day of November in each

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and every Year^<next> after the same shall happen to be done, And that
they the said George Humble and James Smithson their Ex^{rs}.
Administrators, and Assigns shall and will for and during
the Continuance of the Term hereby granted work, manage,
and carry on the Collieries and Coalmines, Seam and Seams of
Coal hereby demised fairly and orderly and according to the
usual Course and method of Working Collieries, and in the Work^g.
thereof shall and will leave good and Sufficient Walls and
Pillars of Coal for the Support of the Roof thereof where
necessary to be Supported for the Working, Supporting, and
Preserving of the remaining Part of the whole Seam of Coal or for
the Preventing any Thrust coming upon the Pits, Shafts^<Drifts> Levels, or
Water Courses of the said several Seams of Coal or any of them hereinafter
agreed to be kept or continued open for the Winning and Working
the remaining Part of the said whole Seam of Coals or the Walls thereof
And shall and will not by himself, or themselves, or any ^<either> of them,
their, or either of their Agents or Workmen do or commit or wittingly,
or Willingly Suffer to be done or committed any wilful Act, Matter,
or Thing whereby the said Colliery or Coal mines, Seam and Seams of
Coal hereby demised, or any of them, or any Part or Parcel thereof
shall or may be drowned, or overburthened with Water or Styth, nor
work any other Seam or Seams of Coal lying under the said above-
mentioned Fields, or Closes, Lands, or Grounds, but those Seams only
particularly abovementioned to be demised, And shall and will

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leave a Bulk, Barrier, or Warren of Coal of Twenty Yards in
Breadth in each and every of the said Seams of Coal hereby de-
mised in all Parts where the same or any Part or Parts thereof
join upon the Housing of and belonging to the Farm under which
the said Colliery hereby demised lie, now in the Tenure or Occupation
of the said William Scot as Tenant thereof, And shall not and
will not work any Coal in any of the said Seams hereby demised
lying under the Lands and Grounds upon which the said Housing
are erected and built or any Part thereof, And shall and will
leave a Bulk, Barrier or Warren of Coal of Ten Yards in
Breadth in each and every of the said Seams of Coal in all
Parts where the same or any Parts thereof join upon the
Lands late belonging to the said Jonathan Martin on
the South, where the same or any Part or parts thereof join
upon Birtley Field or Common to or towards the East, where
the same or any Part or Parts thereof join upon the Lands &
Grounds of Henry Lord Ravensworth to or towards the
North, and where the same or any Part or Parts thereof
join upon the Durham Turnpike Road to or towards the
West and shall not work make or drive any Out-Stroak,

or Drift out off, or from the Workings of the said Collieries or Coal-mines in any of the Seam or Seams of Coal hereby demised into any other Mine, Seam or Seams of Coal or the

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Workings thereof not demised lying contiguous thereto on and adjoining thereupon without the Licence and Consent of the said John Catcheside his Heirs or Assigns first had and obtained, other than and except such Out-Stroaks or Drifts as are herein-after agreed to be made out of the Colliery and Coal-mines adjoining, late belonging to the said Jonathan Martin, And it is hereby declared and agreed upon and between all and every of the said Parties to these Presents for themselves and for their several and respective Heirs, Executors, and Administrators, and Assigns that it shall and may be lawful to and for them the said George Humble and James Smithson their Executors, Adm^{rs}. and Assigns, and his and their Workmen and Servants at any Time or Times during the Continuance of this present Demise to make and drive any Drift or Drifts in, though or under any such Barrier, Baulk or Warren of Coal so agreed to be left as aforesaid from the Colliery contiguous thereto late belonging to the said Jonathan Martin which shall be necessary or convenient for the more Speedy and effectual Winning and Working the said Collieries and Coal-mines hereby demised to as such Drift or Drifts be so made & driven that the same and every of them shall and may be again Stopt up by one or more Frame Dam or Frame Dams to be made and placed there in for that Purpose at such Time or Times as it shall happen

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to be necessary to make and place such Dam or Dams therein for preventing and hindering the Water of any adjoining Colliery from falling, descending or coming into the Collieries and Coal-mines hereby demised to the apparent Hurt and Damage thereof, And the said George Humble and James Smithson do hereby agree for themselves jointly and Severally and for their joint and several Executors, Administrators, and Ass^s. that at such Time or Times as it shall be necessary to Stop up such Drift or Drifts in Manner as aforesaid, that they the said George Humble and James Smithson their Ex^{rs}. Administrators and Assigns, some or one of them, at his and their same or one of their own proper Costs and Charges, shall and will upon Request of him the said John Catcheside his Heirs or Assigns Stop up such Drift or Drifts in Manner as aforesaid for preventing such Hurt and Damages as hereinbefore is mentioned to the Collieries and Coal-mines hereby demised as shall be[^]<judged> Sufficient by the Viewer or Agents of him the said John Catcheside his Heirs and Assigns, and it is also further declared and agreed upon by and between all and every the said Parties to these Presents, that it shall and may be lawful to and for them the said George Humble and James Smithson their Executors, Administrators, and Assigns, and his and their Workmen and Servants at anytime or times during the Continuance of this

Demised to make Use of all or any of the Drift or Drifts so to be driven and made as aforesaid in the Several Seam and Seams of Coal hereby demised (provided the same or any of them shall be thought proper to be so long kept open) not only for the more effectual Winning thereof but for the Working and Conveying of Coals therefrom in, through, and along the said Drift or Drifts to any of the Pit or Pits of him the said George within the Lands and Grounds late belonging to the said Jonathan Martin, and the same Coals so to be wrought and conveyed as aforesaid to be drawn to Bank at any of the Pit or Pits within the said Lands and Grounds late belonging to the said Jonathan Martin without paying or making any other satisfaction for the same other than the Rents hereby reserved for the said Seams of Coal, so always nevertheless that the same Coals so to be drawn to Bank as aforesaid, shall not be drawn to bank at any time or times but when there are no Coals working at the said Pits, or lying there, other than and except the Coals hereby intended to be wrought out of the hereby demised Premises and drawn to Bank at the Pit or Pits within the Lands and Grounds aforesaid late belonging to the said Jonathan Martin, all which Coals so to be wrought out of the hereby Premises and drawn to Bank as aforesaid shall be led and carried away from each and every of the said Pit & or Pits without being mixed with any other Coals whatsoever, and before any of the Pit or Pits within the said Lands and Grounds shall again go to work and draw to Bank any of the Coals to be wrought within the Lands and

Grounds of the said George Humble, late belonging to the said Jonathan Martin, And Further that they the said George Humble and James Smithson their Executors, and Administrators, and Assigns, some or one of them shall and will monthly and every Month during the Continuance of the Term hereby granted (if thereunto requested by the said John Catcheside his Heirs or Assigns or his or their Agents) make, give, and present, gratis, to him, them or any of them, a true, just, and perfect Account in Writing under the Hand of the Viewer or Overman employed by him, them either or any of them in and about the said Collieries of all such Number of Tens and Quantities of Coals as at the End of every Month shall have been by the said George Humble and James Smithson or either of them, their or either of their Executors, Administrators, or Assigns, his, their, or any of their Agents, Servants, or Workmen wrought or carried away respectively from the said Collieries or Coal-mines hereby demised, and that it shall and may be lawful to and for the said John Catcheside his Heirs or Assigns, or his or their Agent or Agents from time to time and at all Times during the Continuance of this Demise the Term of Yeats hereby demised <granted> to have free Recourse to and liberty to inspect, peruse and examine the Staithmen and Overmens Books of Presentments & Leadings relating to the Working and Leading of Coals wrought and gotten forth and out of the said Collieries and Coal Mines, Seam and Seams of Coal hereby demised, and that it shall and may be lawful to and for the said John Catcheside his Heirs and Assigns at

any time the Continuance of the Term hereby granted, at his and their own proper Costs and Charges to employ or appoint any Writers or Clerks to take an Account in Writings of the Number of Tens, Waggon-loads, Fothers or Quantities of Coals which shall be wrought, led or carried away, out, of, or from the Collieries, Coalmines, Seam and^{<or>} Seams of Coal hereby demised or from any of the Coal Pits whereat the same are wrought respectively, And further that it shall and may be lawful to and for the said John Catcheside, his Heirs or Assigns or his or their Servants or Agents at any Time or Times during the said Term of twenty-eight Years to measure or gauge all or any of the Waggons, Wains, Carts, or other Carriages employed in Leading Coals from the hereby demised Collieries and Coalmines, And further that it shall and may be lawful to and for the said John Catcheside his Heirs or Assigns or his or their Viewers or Agents or any of them at any time or times during the Continuance of the Term hereby granted to ride and descend- not only by the Ropes and Engines of the said demised Collieries, but by the Ropes and Engines of the Colliery late belonging to the said Jonathan Martin or by any other Ways and Means to go into, and to view and Inspect the Workings of the said Collieries and Coalmines hereby demised, there by the better to be informed of the due and regular Course of Working thereof and of the Quantities of Coals gotten forth and out of the same and to Line and Measure the Workings, and to use such other Methods to that End as they shall think fit, and by said Ways and Means

to ascend and come up the said Pits and Shafts or otherwise as they shall think fit for obstructing the Working of the said Colliery as little as may be And also that they the said George Humble and James Smithson, some or one of them, their, some or one of their Executors, Administrators, and Assigns shall and will during the Continuance of the said Term of Twenty-eight Years at his, their some or one of their own proper Costs and Charges make and erect and keep good and Sufficient Stoops and Rails to Shut up and inclose all such Breach or Breaches which he, they, or any of them shall have^{<Occasion>} to make in the Hedges or Fences of any of the said Closes, Fields, Lands or Grounds of him the said John Catcheside to prevent Cattle from trespassing therein, and in Case any Damages be done through Neglect or Default of Making or Keeping in Repair such sufficient fences as aforesaid that then they the said George Humble and James Smithson, or the one of them, their or some^{<or one>} of their Executors, Administrators, and Assigns shall and will from Time to Time and at all Times during the Continuance of the said Term, make reasonable Satisfaction to the said John Catcheside, his Heirs, or Assigns, his or their Tenants or Farmers for the same, to be paid with the Rent next to become due after such Damages shall be done, and that they the said George Humble and James Smithson their Executors, Administrators, or Assigns shall and will from Time to Time during the Continuance of the said Term of Twenty-eight Years, draw to Bank and lay above Ground all Manure

Dung or Compost made or bred underground by all and every of the Horses there employed in Working the Collieries and Coalmines hereby demised, and permit and Suffer the said John

Catcheside his Heirs and Assigns or his or their Tenants of the Lands and Grounds under which the said Colliery lies, to have, take, lead and carry away the same to his and their own Use and Uses, and also all other Manure, Dung, or Compost made or bred upon the Lands and Grounds of the said John Catcheside at Birtley aforesaid by Means of Working & Carrying on the said Colliery:

And also that they the said George Humble and James Smithsⁿ. their Executors, Administrators, or Assigns shall and will at the End or Expiration of the said Term of twenty-eight Years hereby granted give, yield, and deliver up unto the said John Catcheside his Heirs and Assigns the quiet and peaceable Possession of the Collieries and Coalmines Seam and Seams of Coal and all the Wayleaves, Powers, Privileges and Premisses hereby demised and every Part thereof, and all the Pits and Shafts thereof so well Timbered as to be in a Working – Condition, & such of the Air Courses and Water Courses thereof in the Several Seams thereof respectively or shall be necessary for Working the Remaining Part of the Colliery, open, clear, upstanding, and in good and sufficient Repair and Condition
And it is hereby provided, declared, and agreed by and between the Parties to these Presents for themselves and their respective

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Heirs, Executors, Administrators, or Assigns, that if the said George Humble and James Smithson Executors, Admin^{rs}, and Assigns shall not and do not in any one or more Year or Years of the said Term of twenty-eight Years, work, dig, and lay above ground and lead and carry away from forth and out of the Maudlin Coal Seam hereby demised the full Yearly Quantity of Eight Tens of Coals Such Measure as aforesaid, then and in such Case, and so often as the Same shall happen, it shall and may be lawful to and for the said George Humble and James Smithson their Executors, Administr^s., and Assigns in any following Year or Years during the Continuance of the said Term of twenty-eight Years to dig, win, work, get, lead, and carry away from forth and out of the said Maudlin Coal Seams, over and above the said yearly Quantity of Eighty Tens of Coals, all such Quantities or Numbers of Tens of Coals as shall in any preceding Year or Years be wrought, led, & carried away from, forth, and out of the said Maudlin Coal Seam hereby demised, Short of the said yearly Number or Quantity of eighty Tens of Coals such Measure as aforesaid without paying any Rent or Sum of Money for the Same it being intended and hereby declared to be the true Intent & Meaning of these Presents that they the said George Humble and James Smithson their Executors, Administrators, and Assigns may yearly and every Year, get, work, lead, and carry away from, forth and out of the Collieries and Coalmines in the

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Maudlin Coal Seam hereby demised the Number or Quantity of Eighty – Tens of Coals such Measure as aforesaid without paying any further Rent or Sum of Money for the same other than the hereinbefore mentioned certain yearly Rent of Fifty Pounds;
And it is hereby further provided declared and agreed upon by and between the said Parties to these Presents for themselves

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and their Respective Heirs Executors, Administrators, or Assigns, that if the said George Humble and James Smithson, their Executors, Administrators, and Assigns Shall not and do not in any one or more Year or Years of the said Term of Twenty-eight Years, work, dig, and lay above Ground, and lead and carry-away from forth and out of the High-main-coal Seam, the Low-main-coal Seam and the Hutton Seam hereby demised some or one of them the full yearly Quantity of two Hundred and fourteen Tens and Six Waggons of Coals Such Measure as aforesaid, there and in such Case and so often as the same shall happen it shall and may be lawful to and for the paid George Humble and James Smithson their Executors, Ad^{rs}. or Assigns in any following Year or Years during the Continuance of the said Term of Twenty-eight Years to dig, win, work, get lead, and carry away, from, forth and out of the hereby demised High-main-coal Seam, Low-main-coal Seam, and Hutton Seam and every or any of them over and above the Said yearly Quantity of two-Hundred and fourteen Tens and Six Waggons of Coals, all such Quantities or Numbers of Tens of Coals as shall

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in any preceding Year or Years be wrought, led, and carried away short of the said yearly Number or Quantity of two Hundred and Fourteen Tens and Six Waggon's of Coal such Measure as aforesaid without paying any Rent or Sum of Money for the same, it being intended and hereby declared to be the true Intent and Meaning of the so Presents that they the said George Humble and James Smithson their Executors, Administrators, and Assigns may yearly and every Year get, work, lead and carry away, from forth, and out of the said High-main Coal Seam or Low-main-coal Seam, and Hutton Seam hereby demised some or one of them the Number or Quantity of two hundred and fourteen Tens and Six Waggons of Coals such Measure as aforesaid without paying any further Rent or Sum of Money for the same other than the herebefore mentioned certain yearly Rent of One Hundred and fifty Pounds And the said John Catcheside for himself his Heirs, Executors, Administrators, and Assigns doth covenant promise and agree to and with the said George Humble and James Smithson their Executors, Administrators and Assigns in Manner and form following (that is to say) that it shall and may be lawful to and for the said George Humble and James Smithson their Ex^{rs}: Adm^{rs}: and Assigns (he and they paying the Rents and Sums of Money hereby reserved and made payable and performing all and singular

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the Covenants and Agreements herein mentioned and contained on his or their Parts to be done and performed from Time to Time and at all Times during the said Term of twenty-eight Years hereby granted peaceably and quietly to have, hold, use, occupy, possess and enjoy all and Singular the Premises hereby demised with their and every of their Appurtenances, without the Lets, suit, Trouble, Denial, Hindrance, Eviction, Interruption, or Disturbance of the said John Catcheside his Heirs or Assigns, or of any other Person or Persons whatsoever lawfully claiming

or to claim by, from, or under or in Trust for him or them,
And that it shall and may be lawful to and for the said
George Humble and James Smithson their Executors, Adm^{rs}.,
or Assigns at any time or times within the Space of twelve
Calendar Months next after the End or[^]<and> Expiration of the Term
hereby granted by such Waggon Way or Ways or other Ways
hereby demised as aforesaid to have take, lead, carry-away and
enjoy to his or their own Use and Uses all the Coals that at the
End and Expiration or other sooner Determination of the Term
hereby granted shall be ready wrought, and laid above Ground
at all or any of the Pit or Pits, Shaft or Shafts of or belonging to
the hereby demised Premises, and the same to fell and dispose of
at his or their Wills and Pleasures, and for that Purpose to
amend and repair the said Ways as Occasion shall require,
they the said George Humble and James Smithson their Executors

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Administrators, or Assigns having first paid, Satisfied and
discharged the Several and respective Rents and Sums of Money
hereby reserved or agreed to be paid, and performed all the Covenants
and Agreements herein contained on his or their Parts to be
kept and performed, some or one of them paying for such Coals
to be wrought and laid above Bank at the Expiration of the
said Term (over and above what shall be necessary to make up
any Deficiency of Coals for the certain Rents hereby reserved,
the Tentale Rent hereby reserved for each Seam as the same shall
be led away, the same to be paid on the first Day of May and
the Eleventh Day of November next after the Expiration of
the said Term as the said Coals shall be led away, And
further that it shall and may be lawful to and for the said
George Humble and James Smithson their Ex^{rs}., Adm^{rs}., or
Assigns within the said Space of twelve Calendar Months
next after such Determination of the said Term hereby granted
to remove and take away all and Singular the Engines, Ropes,
Rollers, and other Materials of and belonging to the said Collieries,
and the Rails, Sleepers, and other Materials of the Waggon Ways
then remaining upon the hereby demised Premises, all the Rents
being paid and Covenants performed as beforementioned:
Provided always and it is hereby covenanted, and declared,
and fully agreed upon by and between all and every the said Parties
to these Presents for themselves and for their several & respective

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Heirs, Executors, Administrators, and Assigns, that if they the
said George Humble and James Smithson their Executors –
Administrators, or Assigns shall be desirous to Surrender and
give up the hereby demised Premises and the Term of Years
hereby granted, at the End of the One and twentieth Year thereof
or at the End of any other[^]<then> following Year of the said Term of
twenty-eight Years, and that these Presents shall thenceforth
cease and determine And of such their Desire shall and do
upon the eleventh Day of November at the End of the twenty-
eth Year of the said Term of twenty Eight Years hereby de-
mised, or upon the eleventh Day of November in any then
following Year of the said Term of twenty-eight Years

give or leave Notice in Writing under their Hands to and[^]<or> for him the said John Catcheside his Heirs or Assigns at his Capital Messuage in Chester-Le- Street aforesaid, that then and in such Case at the End of twelve Calendar Months after such Notice given or left as aforesaid and upon Paym^t. of all Rents and Arrears of Rent Sum and Sums of Money which shall be then due and owing for and in Respect of the above demised Premises or any Part thereof according to the True Intent and Meaning of these Presents by any Covenant, Agreement, Reservation. Matter or Thing herein contained, This present Indenture of Lease and every Covenant, Grant, Matter, and Thing herein contained and the Remainder of the said Term of Twenty-eight Years hereby

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demised, and which shall then become and unexpired shall from thenceforth cease, determine, and become utterly void and of none Effect to all intents and Purposes, as if these Presents or any thing therein contained had never been made, any thing herein contained to the contrary notwithstanding; And it is hereby further covenanted and agreed by and between the Parties to these Presents that from and after the Winning and Working of the Colliery and Coalmines hereby demised that they the said George Humble and James Smithson their Executors, Administrators, and[^]<or> Assigns shall and will yearly and every Year during the Continuance of this Demise upon reasonable Request in that Behalf made, give, yield & deliver unto the said John Catcheside his Heirs, Executors, Administrators, or Assigns or[^]<to> such Persons as he or they shall from Time to Time direct and appoint without any Payment for the same, the full Number and Quantity of one Hundred Fothers of the best Coals to be by him or them fetched, taken and carried away from any of the Pit or Pits of the Collieries and Coalmines hereby demised, and to be by him or them shovelled and filled fairly and orderly as the Coals shall happen to arrive and be at the said Pits without picking culling or wailing thereof and it is hereby further agreed that no Rent shall be paid or Payable by them the said George Humble and James Smithson or either of them, their or either of their Executors, Administrators, or Assigns for the

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said One Hundred Fothers of Coals, to be delivered yearly, to the said John Catcheside his Executors, Administrators, or Assigns or such Person or Persons as he or they shall appoint as aforesaid, each and every of which said Fothers of Coals to contain eight Bolls such Measure as aforesaid, And it is hereby further agreed that no Rent shall be paid or payable for such Coals as shall be Spent and confirmed at the Fire-Engine or Fire-Engines to be made Use of in Drawing of Water and Winning and Working of Coals forth and out of the Collieries and Coalmines hereby demised, whether the said Fire Engine or Engines be erected or built in and upon the Lands and Grounds under which the Colliery and Coalmines hereby demised lye, or in and upon the Lands and Grounds lying contiguous thereto late belonging to the said Jonathan

Martin, provided that such Coals so to be Spent and consumed at the Fire Engine or Fire Engines be wrought out of the Five Quarter-Coal Seam hereby demised, but when and as soon as such Fire Engine or Fire Engines shall be employed for the Drawing of Water and Winning and Working of Coals forth and out of the said Colliery late belonging to the said – Jonathan Martin, as well as the Colliery and Coalmines hereby demised, and that each of the said Collieries shall receive a Benefit and Advantage thereby, then and from thence forth the Coals to be wrought and gotten out of the said Seam of Coal called the Five Quarter Coal Seam hereby demised and burnt and consumed at the said Fire-Engine or Fire Engines so to be employed

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as last mentioned shall be found and provided Rent-free only in such Share and Proportion as the Coals which shall be wrought and led yearly and from Time to Time from forth and out of the Colliery and Coalmines hereby demised shall bear to the Quantity of Coals to be wrought and led yearly and from Time to Time forth and out of the Colliery and Coalmines lying contiguous thereto late belonging to the said Jonathan Martin: And further that they the said George Humble and James Smithson their Ex^{rs}., Administrators, and Assigns shall and will from Time to Time and at all Times during the Continuance of the Term of Years hereby granted (over and above the Satisfaction to be made as aforesaid) make reasonable Satisfaction to the said John Catchside his Heirs or Assigns or to his or their Tenant or Tenants or Farmers of the said Fields, Closes or Parcels of Ground ~~or any Part thereof~~ for all such Damages as he or they shall sustain by cutting up, Spoiling, or Destroying Corn growing or to grow upon the said Fields, Closes, or Parcels of Ground or any Part thereof in Winning Working and carrying on the said Colliery, or in Using any of the Liberties and Privileges hereby granted, Such reasonable Satisfaction to be paid with the Rent next to become due and payable after such Damages shall happen In Witness whereof

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the Said Parties to these Presents have interchangeably set their Bands and Seals the Day and Year first above written.

Sealed and delivered
(being first duly Stamped)
in the Presence of us }

John Catchside (LB)
George Humble (LS)
James Smithson (LS)

John Widdrington
Christopher Johnson

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Plan of West Pit

