

Abstract of a 31 Year LEASE for the WORKING of HEBBURN COLLIERY
by HENRY ELLISON to JOHN BURDON and others
- 1st. July 1798

Bud-94

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| | <p>[Bud-94] Ob</p> <p>Abstract of Hebburn Colliery Lease</p> <hr/> |
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| | <p>[Bud-94] 1.</p> <p>June 6th: 1791</p> <p>Indenture between H. Ellison of Hebburn in the County of Durham Esquire of the one Part, John Burdon of Hardwick William Peareth of Usworth house in the same County Esquire Charles Wren of the Town and County of Newcastle upon Tyne Esq. And Rob Wade of Scots House in the said County of Durham Esq. Of the other Part Witnesseth That in Consideration of the Yearly and other Rents hereinafter mentioned and of the said Covenants and Agreements on the Part of the said John</p> |
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2.

Burdon, William Peareth, Charles Wren & Robert Wade, &c. &c. to be paid & performed And for divers other Considerations the said Henry Ellison doeth demise unto the said John Burdon, &c.

All those Collieries and Coalmines lying under or which may be gotten out of all and every the Freehold Lands of the said Hen. Ellison at Hebburn, Jarrow Wood extending to the Midstream of the River Tyne on or towards the North now in the Occupation of the said Hen. Ellison, Miles Ellison, Rob^t. Railston and William Falla And also out of all those Lands of the said Hen. Ellison at Jarrow in the County of Durham in the Occupation of the said Hen. Ellison

[Bud-94]

3.

Thomas Hutchinson and Edw^d. Hutchinson bounding on the high-Water Mark of the River Tyne, Except all the Coalmines Seam and Seams of Coal under all those Freehold Lands of the said Hen. Ellison late Part of Hebburn Fell but now in-closed containing by Estimation about 78 Acres in the Occupation of Ann Ellison Widow. And also all the Coalmines under the Mansion house and Gardens of Hebburn and the Lands adjoining within 40 Yards of the said Mansion Offices Outhouses and Gardens with full Liberty & Power to enter upon the said Lands, to break the Soil and to make Pits Trenches Groves

4.

Stappels Drifts and Water Courses as well for Winning and Getting Coals as for avoiding and carrying off Water Foul – Air and Styth, with sufficient Ground Room Pit Room and Heap Room for laying Coals, Stones, – Gravel, Earth, Metal, Rubbish or other Refuse gotten out of the said Collieries or in the Winning thereof.

Also sufficient, Wayleave and Passage during the Continuance of this Demise to carry away with Horses Carts Wains Waggon or any other Carriages all Coals to be gotten out of the said Collieries the nearest and most convenient Way for landsale or towards the Tyne.

Provided no Waggon Way together with the Side Way shall exceed 12 Yards in Breadth

[Bud-94]

5.

including the Gutters except in Deans or Hollow Places where necessary may require a greater Breadth.

And also to lead along any of the said Waggon Ways all Stones Rubbish Materials and Implements whatsoever necessary for the said Collieries and the Staiths belonging thereto but not for the Use of any other Colliery or Staith together with full Liberty for the said J. Burdon, &c. &c. their Executors &c. Servants & Workmen during this Demise to enter upon the said Lands and Grounds of the said H. Ellison to break the Soil or lay one or more Main Waggon Ways, Bye Ways, & Branches and to erect all such Bridges Batteries Mounts and Cutts in through over and along the same as shall be requisite for leading and conveying of

6.

Coals from all or any of the Pits of the said Collieries and for that Purpose to lay Rails Sleepers Timber Iron and other Materials necessary for erecting such Waggon Ways, &c. as often as Need shall require.

And also all that Quay or Wharf adjoining upon Part of the said Lands at Jarrow aforesaid called Black Staith wth. full Power to erect thereon and upon any other of the Lands of the said H. Ellison at Jarrow Wood aforesaid adjoining upon the River Tyne one or more Staiths Trunks or Spouts or any other Erection with Ongates and Offgates for depositing and vending the Coals to be gotten out of the said Collieries.

And also to enter upon the said Lands at Hebburn, Jarrow Wood and Jarrow

[Bud-94]

7.

to search for and win Stones for Buildings to get Clay for Bricks or to get Stones or Rubbish for any Purpose necessary for the said Collieries Waggon Way Branches or other Ways and for making or repairing any Bridge Mount Battery or other Erection convenient for the said Collieries.

And to lead from or to lay upon the said Lands all Materials necessary in carrying on the said Collieries with full Liberty to build or cause to be built thereon all such Houses Hovels Lodges Sheds Stables Mills Gins Fire Engines or other engines as shall be needful and convenient for the Workmen Work-horses Work Geer or Utensils to be used or employed in Winning Working and Carrying on the said Colliery or for Getting Coals out of the same

8.

and Drawing and Conveying Water thereout And to do every Act in and upon the said Lands requisite for effectually winning Working and Getting Coals out of the said Collieries and Leading and Conveying the same from the said Collieries.

Provided the Place or Places where the Houses are to be built for the Pitmen be set out and appointed by the said Hen. Ellison his Exors, &c.

Provided also no Fire Engine nor other Engine for Drawing Water or Coals be erected nor Pit sunk within 400 Yards of the said Mansion Offices and

[Bud-94]

9.

so as no Stones, Clay or Rubbish be sought for in any Plantation.

Except Liberty unto H. Ellison his Heirs & Atsns Wayleave and Passage with Waggons Wains and Carts and other Carriages in over and along and upon the same Waggon Ways Bye Ways and other Coalways ar any Part thereof to be laid in over and along the Lands aforesaid or any Part thereof by Virtue of Liberties and Powers hereby granted.

Together with Liberty and Power for the said Henry Ellison his Heirs and Atsns to grant to any other Person so as the same be not consistent with the Liberties granted full Liberty of Way-

Gardens at Hebburn nor any Bricks burnt within 500 Yards thereof nor any Waggon Way laid within 400 Yards. And

leave and Passage for Waggons Wains &c. laden or unladen in over or upon and along the Ways &c. herein demised He or they paying to the said Lessees their Exors, &c. Yearly 2^{sh}. a Ten

10.

per Mile for every Ten which the said H. Ellison his Heirs or Atsns or his or their Lessees shall lead over and along the said Waggon Ways and so in Proportion for a greater or less Quantity than a Ten, such Measure as a aftermentioned and in Proportion also for a less Distance than a Mile giving as little Hindrance to the said Lessees as may be

Except also to the said H. Ellison his and their Tenants of the Lands under which the demised Collieries lie Liberty of Passage over along and across the Waggon Ways &c. on foot or horseback and with Workmen Horses Cattle Carts and other Carriages for Husbandry and other Purposes doing as little Damage to such Waggon Ways, &c. as may be.

[Bud-94]

11.

And also Liberty to erect Staiths Trunks Spouts or any other necessary or convenient Erections upon any Part of the said Lands then occupied by the Lessees by Staiths Trunks Spouts or other Erections.

9 Y:

To Hold the said Collieries Key Staith Room Wayleave and all other Liberties and Premises granted or intended so to be and every part thereof Except as excepted with Appurtenances unto the said Lessees their Exors &c. from the 1st. Day of July ensuing the Date for the Term of 31 Years.

Yielding and paying therefore yearly and every Year during the said Term unto the said H. Ellison his Heirs and Atsns the clear Rent of 500 £. for 625 Tens of Coals to be yearly wrought out of the said

12.

Collieries reckoning 418 Bolls to a Ten, each Boll containing 36 Winchester Gallons, or 22 Waggons to a Ten each Waggon 19 Bolls such Measure as afores^d. the said certain Rent to be paid at two Days in the Year namely on the 1st. Day of January and the 1st. Day of July in every Year by equal Portions, whether the said Quantity of Coals for which the same

[Bud-94]

13.

aforesaid which over and above the said yearly Quantity of 625 Tens shall in any one Year of the said Term be wrought and gotten forth and out of the said Collieries and so in Proportion for a greater or less Quantity than a Ten The said further Rent of 16 Sh. per Ten to be paid at or upon the first Day of January in every Year of the Term by so much as the Number or Quantity of Tens of

is reserved be wrought or not, the first Payment thereof to be made on the 1st. Day January ensuing the Date hereof.

Also yielding and paying unto the said H. Ellison &c. during the Term of 31 Years and over above the said certain yearly Rent of 500 £. the further Rent of 16^{sh}. per Ten for every Ten such Measure as

Coals won wrought and gotten as aforesaid shall in the preceding Year or any Part thereof amount unto above the said yearly Quantity of 625 Tens All which Rents & Payments shall be made clear of ^<all> Taxes Rates and assessments whatsoever.

Provided that no Rent shall be paid for Coals consumed by the said Hen. Ellison at his Mansion at Hebburn or by

14.

the Fire Engines used in Drawing Water out of the said Coalmines or for the Fire Coal of the Workmen employed in working the same provided the Workmen's Fire Coal does not exceed in any one Year One Ten for every Thousand Chaldrons sold by said Lessees Provided that nothing herein shall extend or exempt the Lessees from Payment of Rent for Coals used by any Engine employed in Drawing Coals.

Provided that if the Lessees shall not in one Year win work and get forth and out of the said Collieries the said Yearly Quantity of 625 Tens it shall be lawful for them in Order to make up such Deficiency in any subsequent Year of the said Term to win work lead and carry away from and out of the said Collieries so many Tens of Coals

[Bud-94]

as in any preceding Year shall have been wrought short of and less than the said yearly Quantity of 625 Tens without paying any additional Rent for the same it being the Intent of these Presents and of the Parties to the same that the said Lessees shall every Year or one Year with another win work lead and carry away the full Quantity of 625 Tens for the said certain Rent provided the Exceeding above the said 625 in any preceding Year shall not be brought in Aid of and to make up the Deficiency ^<in> any subsequent Year.

Provided that if the said several and respective Rents or any of them or any Part of any of them shall be behind for 40

15.

16

Days after the said Days whereon They ought to be paid as aforesaid it shall and may be lawful for the said Hen. Ellison &c.&c. or any of them to enter

[Bud-94]

Provided further that if the said several Rents as aforesaid be unpaid for 3 Calendar Months after they ought to be paid as aforesaid that it shall be law-

17.

upon the demised Premises and The Pits Staiths Trunks Spouts Waggon Ways &c. used for the said Collieries and distrain all and every of the Coals there found and also all Horses Carts Wains and other Carriages there used to take carry away sell or otherwise to detain and keep till the Rents so in Arrear together with the Costs & Charges of such Distress and Sale be satisfied rendering the Overplus if any to the said Lessees, &c. &c.

ful for the said Hen. Ellison &c. without actual Demand made upon the ^<demised> Premises or any Part thereof in the Name of the whole to re-enter and repossess as in his former Estate ant Thing to the contrary notwithstanding.

And the said Lessees jointly are severally covenant and for their joint and several Heirs, &c. that they or some of them will during the Continuance of this Demise pay or cause to be paid to the s^d. H. Ellison &c. the several and respective Rents herein reserved and agree to be paid upon the several

18.

Days and in the Manner before mentioned

And also will use their best Endeavours for the effectual Winning Working and Carrying on the said Colliery and will work the same fairly and according to the best Method of Working Collieries on Tyne.

And will not by themselves or Servants Agents or Workmen do or willingly – suffer to be done any Act whereby the said Colliery may be drowned or overburthened with Water or Staith of the said or any neighbouring Colliery or whereby any Injury may happen to the same or any Part thereof.

[Bud-94]

19.

And will have a Barrier of whole Coal at least 90 Yards in Thickness against Walls End and Walker Collieries and of 40 Yards next the sdjoining Collieries.

And shall not make or willingly suffer to be made any Outstroke or Drift or Watercourse into any adjoining Colliery without Leave of the said H. Ellison in Writing.

q.y give

And will keep a true Account of all Coals wrought out of the said Collieries – Monthly during this Demise or at other Time if requested shew to the said H. Ellison &c. or his or their Agent the several and respective Books and Presentments which

20

shall be kept of the several Numbers and Quantities of Tens of Coals to be – wrought had gotten and laid above Ground from the Pit or Pits belonging to the said Collieries.

And true Copies of the Accounts of all Coals wrought out of the same And also monthly or at any other Time as aforesaid give unto the said Henry Ellison &c. true Copies of all such Bills of Presentments as shall be given by the Overmen ot Staithmen of all Coals wrought gotten and led from and out of the said Collieries, the said Copies Bills and Accounts to be signed by the proper Person making and keeping such Bills Books and Accounts so that hereby the

[Bud-94]

21.

Working Leading and Delivering of the several Quantities of Coals wrought and gotten out of the said Collieries may be the more easily known and ascertained.

And that once in every Year, viz. on the 1st. Day of January or within One Month after will deliver to the said H. Ellison &c. a true Acc^t. of all Coals wro^t. and Led from the said Colliery unto the Time of Delivering the same.

And further that it shall be lawful for the said Hen. Ellison &c. when they think proper to inspect the Staithmens Overmens and all other Books of Acc^t. of the Quantities of Coal won ^<&> wrought of the said Collieries, and to take Copies thereof.

22.

And also to employ a Clerk at all or any of the Pits or at the Staiths to take an Acc^t. of the Coals to be wrought gotten and led out of and from the s^d. Collieries.

And also that they will on the 1st. of January in every Year give Notice in Writing to the said H. Ellison &c. of the Dimensions and of the Number of Bolls such Measure as aforesaid which the Waggons or other Carriages to be used by the said Lessees their Exors &c. for the Year next ensuing in Leading the Coals from the Pits of the said Colly. to the Staith shall contain

And it shall be lawful for

[Bud-94]

23.

Stop the Waggons Wains Carts or other Carriages to be used in Carrying Coals from the said Collieries and to measure the same the better to be informed of the just Size and Contents thereof and in Case any of the said Waggons, &c. shall be found to carry more Coals than they ought according to such Notice then it shall be lawful for the said H. Ellison &c. to Seize and keep such Waggons &c. till reduced to a proper Size by the said Lessees and then also such Waggons, &c. and all other Waggons, &c. then employed by the said Lessees in Carrying the said Coals shall be reckoned to have carried such Over-Measure for 2 Calendar

the said H. Ellison, &c. at any Time to

Months preceding And shall be paid for accordingly unless there shall have been an Admeasurement within that Space and then

24.

they shall be reckoned to have carried such Overmeasure from the then last Admeasurement only.

And that the said H. Ellison, &c. may be satisfied of the regular Working of the said Colliery it shall be lawful for the said H. Ellison, &c. or his or their Viewer or other Person to be employed by him or them at any Time at their Pleasure to descend into the said Colliery by all or any of the Pits to be sunk in the Lands aforesaid by s^d. Lessees &c. by any of the Ropes Rollers &c. used or employed in or about the said Colliery or any Ropes &c. of their own And may have the Help of the Workmen then employed in the said Colliery or of such other Persons as they shall think

[Bud-94]

fit to View Measure and Survey the Workings to be informed of the regular Working and to use such other Methods as they shall think fit to discover the several Quantities of Coals from Time to Time wrought and gotten out of the said Colliery and by the same Means to reascend when they think convenient.

And that in such Part of the said Lands where Walls Hedges &c. shall be laid open by levelling or using any Waggonway or any other Carriage Way in through over or along the said Lands, the s^d. Lessees &c. or some of them will at their proper Costs immediately after wall up or secure such broken Place and maintain good and sufficient Gates or Rails and Stoops and provide Locks and employ sufficient Gate Keepers where

24.

26

necessary to keep the same and take Care as much as may be that no Damage be done to the said H. Ellison &c. or any of his or their Tenants by Horses or other Cattle trespassing through neglect of Repairing Maintaining Keeping shut & Locking the said Gates.

And will in Case of such Trespasses happening as aforesaid to the said H. Ellison &c. or his or their Tenants such Satisfaction for Damages thereby at such

[Bud-94]

And will in every Year pay all Manner of Taxes Cesses or other Impositions which shall be laid upon the demised Premises or any Part thereof.

And that the said Lessees &c. will not work any Coals under the Mansion house and Gardens at Hebburn aforesaid or within 40 Yards thereof nor sink any Pits or Shafts or built any Houses Engines Machines or other Erections whatsoever or win any Stones or Clay within 400

27.

Time and in such Manner as shall be settled by two indifferent Persons one to be chosen by the said H. Ellison &c. and the other by the said Lessees, &c. And in Case such two Persons cannot agree in their Determination they shall nominate a third whose Determination shall be final.

Yards of the said Mansion House and Offices or gardens at Hebburn aforesaid or lay any Waggon Way Bye Way or Side Way or any Branches thereof within 400 Yards of the said Mansion house Outhouses Offices Gardens and Plantations.

28.

And will suffer the said H. Ellison &c. to take from any Working Pit all the Coals to be consumed in his Dwelling House, Outhouses and gardens at Hebburn without paying any Thing for the same.

And will amend and keep in Repair all Roads used for the said Colliery except public Carriage Roads repaired by Statute Labour.

And will draw to bank all Manure bred in the Pit of the s^d. Colliery, which Manure as well as that bred in the Stables thereof or about the same if not and by the said Lessees &c. and laid upon Lands which shall demised to them by the said H. Ellison &c. the said H. Ellison, &c. may

[Bud-94]

29.

take and carry away for his &c. own Use without making any Satisfaction to the said Lessees &c. for the same.

And it is agreed by the Parties to these Presents that in Case the said H. Ellison &c. at the End or other sooner Determination of this Term shall be desirous to purchase the Materials of the said Gins Engines Staiths Waggon Ways and other Materials belonging to the said Colliery and of such his or their Desire shall before such End or Determination give 6 Calendar Months Notice in Writing to the said Lessees &c. or any of them of such his or their Desire then the Particulars mentioned in such Notice shall be valued and the Time of Payment of such Valuation settled

30.

by two indifferent Persons one chosen by the said H. Ellison &c. and the other by the said Lessees &c. and if such two Persons cannot agree then they should chuse a third Person whose Determination shall be final provided the Determination of such two Persons be made within One Month after

[Bud-94]

31.

said Lessees &c. will every Year pay unto the said H. Ellison &c. or his or their Tenants as a Compensation for the Spoil of Ground to be occasioned by the Working of the said Colliery or by making the Waggon Ways or other Ways or by using any of the Privileges granted or otherwise such Sum of Money as shall

their Appointment and that of such third Person within a Fortnight after his Appointment And then the said H. Ellison &c. will pay to the said Lessees &c. in such Sum or Sums of Money and at such Times as shall be so settled as aforesaid.

And the said Lessees jointly and severally and for their joint and several Heirs Exors &c. do further covenant to and with the said H. Ellison &c. that they the

be settled by two indifferent Persons or in Case they cannot agree by a third such two Person and third Person to be chosen as aforesaid the same to be paid on the Days before mentioned for Payment of the said certain Rent and to continue to be paid till the Ground so Spoiled be rendered fit for Plowing.

And that the said Lessees &c. will at the End or sooner Determination of the Term –

32.

demised peaceably deliver up to the said H. Ellison &c. all and singular the Premises with all the Buildings thereon erected of Stone or Brick in good Repair.

And also all the Pits free and open and upstanding wherein there shall remain any whole Coal Walls or Pillars capable of being wrought together with all the Drifts and Water Courses open and upstanding and the said Pits and Shafts so walled and timbered to be in good Repair and Working Condition.

And at the End or other Determination or within 15 Months after level the Grounds of the demised Premises except what shall be required by the s^d. H. Ellison

[Bud-94]

33.

&c. to be left for Waggon Ways or the Use of the said Colliery, fit for Plowing (except Cutts and Batteries.

And the s^d. H. Ellison for himself &c. covenants with the said Lessees that it shall be lawful for them paying the several and respective Rents reserved and performing the Covenants on their Parts to be performed peaceably to enjoy the Premises without Disturbance of the said H. Ellison &c. or any claiming under him or them.

And they have paid and performed as aforesaid and not otherwise within 15 Months after the End or Determination of this Demise to carry away along the said Waggon Ways and to lay on the Staith and

34.

vend the Coals which shall be already wrought and laid above Ground at any of the Pits belonging to the demised Premises and for that Purpose to repair the said Ways as Occasion shall require

[Bud-94]

35.

Provided that if during the Term any Difference between the said H. Ellison &c. and the said Lessees touching the Working of the said Colliery should arise then within 14 Days after such Difference shall

And also to carry away all the Gins and Engines for drawing Coals and other Engines (except all Erections of Stone or Brick) Ropes Rollers and other Materials belong to the said Colliery.

And also the Rails Sleepers and other Materials of the Waggon Ways remaining on the said Premises except such Parts thereof as the said H. Ellison &c. shall have agreed to Purchase.

arise two Viewers shall be nominated one by the said H. Ellison, &c. and the other by the said Lessees, &c. who shall within 14 Days after such Appointment report their Opinion in what Manner the said Colliery ought to be wrought and that the said Lessees &c. shall thenceforth work the said Colliery according to the Opinion of such two Viewers but in Case they cannot agree in their Opinion within 14 Days as aforesaid then they shall within 21 Days after their Appointment chuse a third Person who shall be a Viewer

36.

and whose Determination shall be made within 14 Days after such Appointment and be final. And from thenceforth the said Lessees &c. shall work the said Colliery according to the Direction of such third Viewer.

And further that from such Difference as aforesaid and till the said Lessees &c. shall appoint a Viewer as afores^d. and also for 5 Weeks after such Appointment or till such Reports shall be made as aforesaid in Case the same be made in less than 5 Weeks, the said Lessees &c. shall work the said Colliery according to the Direction of the Viewer of the said H. Ellison &c. &c.

[Bud-94]

37.

And it is further covenanted between the said Parties hereto that in Case the said Lessees &c. shall be desirous to determine the Term at the End of the 10th. or any Subsequent Year thereof of such their Desire shall give or leave 12 Calendar Months previous Notice in Writing for the said Hen. Ellison &c. at his or their most usual Place of Abode Then upon such Notice as aforesaid and upon Payment of all Rents and Arrears of Rent Sum and Sums of Money then due and owing by the said Lessees &c. in Respect of the demised Premised and on Performance of all Covenants &c. on the Part of the said Lessees &c. to be performed The Term hereby demised and these Presents and every Thing herein contained

38.

shall at the Expiration of 12 Calendar
Months after Delivery of such Notice
cease any Thing to the contrary
notwithstanding In Witness, &c. &c.

[Bud-94]