

7 Year LEASE and DEED of COVENANTS for Working of  
HARRINGTON, LAMBTON, BOURN MOOR,  
and LUMLEY COLLIERIES Etc. by GENERAL LAMBTON to  
Messrs. FEATHERSTONEHAUGH, FENWICH and CROUCACE  
– 1<sup>st</sup>. June 1793

Bud-95

	<p>[Bud-95] <span style="float: right;">[1]</span></p> <p style="text-align: center;">Dated the 1<sup>st</sup>. January 1793.</p> <p style="text-align: center;">Lease and Deed of Covenants          For Working Harrington, Lambton, Bourn          Moor, and Lumley Collieries</p> <p style="text-align: center;">General Lambton          to          Mess<sup>rs</sup>. Featherstonehaugh,          Fenwick and Croudace. }</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>[2]</p>	<p>[Bud-95] <span style="float: right;">[3]</span></p> <p>This Indenture made the          1<sup>st</sup>. Day of January in the 33<sup>d</sup>. Year of the          Reign of our Sovereign Lord the third          by the Grace of God, &amp;c. and in the Year of          our Lord 1793 Between John          Lambton of Lambton in the County of          Durham Esquire a General of his Magestys          Forces of the one Part And Marmaduke          Featherstonhaugh of Lambton aforesaid Gent.          George Fenwick of Lambton Afores<sup>d</sup>. Gent. and          Thomas Croudace of Lambton Afores<sup>d</sup>. Gent          of the other Part Witnesseth that for</p>
------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

and in Consideration of the Covenants and Agreements hereinafter contained on the Part and Behalf of the said M.F. G.F. and T.C.their Exors and Admors to be

[4]

done and performed He the said J.L. hath demised granted and to farm letten and by these Presents doth demise grant and to farm lett unto the said M.F. &c. their Exors and Admors All the houses of him the said J.L. erected and built upon his (the said J.L.'s) Lands and Grounds at Harraton Lambton and Bourn Moor in The said County of Durham and upon the Lands and Grounds of the Right hon<sup>ble</sup>. the Earl of Scarbrough at Lumley in the said County of Durham whereof the said J.L. has a Lease from the said Earl of Scarborough for the Habitation of the Pitmen Workmen Viewers and Agents and other Persons employed in the Collieries herein after mentioned And also all and every the Fire Engines and all other Erections and Buildings whatsoever erected

[Bud-95]

and built upon the same Lands & Grounds for the Use of the Collieries hereinafter mentioned And also the working & drawing to Bank all and every the Coals to be wro<sup>t</sup>. and gotten forth and out of the several – Collieries and Coalmines of him the s<sup>d</sup>. J.L. situate luing and being at Harraton Lambton Bourn Moor and Lumley aforesaid and also the Maintaining Repairing and Keeping in Repair and several Waggons Waggon Ways Byways and other Ways belonging to the said several Collieries To have hold and enjoy the said several Houses Fire Engine sand other Erections and Buildings erected and built for the Use of the said Collieries & Coalmines Working and Drawing to Bank all and every the Coals of the said Collieries and Coalsmines and the Maintaining Repairing & Keeping in Repair the said Waggons Waggon

[5]

[6]

Ways and other Ways of and belonging to the said Collieries and Coalmines unto the said M.F. &c. their Exors Admors from the 31<sup>st</sup>. Day of December last past before the Day of the Date of these Presents for and during and ^<un> to the full End and Term of 7 Years from thence next ensuing fully to be complete and ended And for the Consid-

[Bud-95]

the s<sup>d</sup>. M.F. &c. their Exors or Admors shall and will at the proper Costs and Charges of them the said M.F. &c. their Exors or Admors open sink and win the several Pits following, that is to say, the 5<sup>th</sup>. And 6<sup>th</sup>. Pits at Harrington aforesaid to the Hutton Seam the **E** and Lady Ann Pit at Bourn Moor afores<sup>d</sup>. to the Huttons

[7]

rations aforesaid and in Consideration of the Covenants and Agreements hereinafter contained on the Part and Behalf of the s<sup>d</sup>. J.L. his Heirs Exors Admors and Atsns to be done and performed they the said M.F. &c. for themselves jointly and severally & for their joint and several Heirs Exors & Admors do covenant promise and agree to & with the said J.L. his Heirs Exors Admors & Atsns by these Presents in Manner and Form following that is to say that they

Seam and fifth Pit at Lumley aforesaid to the Hutton's Seam And also shall & will sink all such other Pits as shall in the Opinion of two Viewers one to be nominated by the said J.L. his Heirs Exors or Admors and the other by the said M.F. &c. their Exors or Admors be deemed necessary to be sunk And also shall and will in a fair regular and proper Manner according to the best and most approved Method and Course of Working such like Collieries in

[8]

the said County of Durham win and work or cause to be won and wrought the said Collieries and Coalmines during the said Term of 7 Years in such Seams of Coal and in such Quantities and at such Times as the said J.L. his Heirs Exors Admors or Atsns or his or their Viewer or Agent shall from Time to Time appoint And shall and will in managing and working the said Collieries use their best and utmost Endeavours to prevent all Manner of Obstruction or Prejudice happening to the said Collieries and shall and will observe the best safest and most proper Method and Course of Working the said Collieries as well in the Whole Mines as in the Walls and Pillars thereof And shall and will work all or as many of the Coals as can and ought to be wrought both in the Whole Mines and in the Walls and Pillars of

[Bud-95]

the several Seams of Coal in the said Collieries And shall and will prop the Roofs of the said Collieries where necessary And shall send all such Coals above ground as large and as clean and dry and in as good and merchantable a State as the Nature of the Mine will admit of And also that they the said M.F. &c. their Exors and Admors shall and will from Time to Time and at all Times during the said Term of 7 Years observe keep & follow the Orders and Directions and pursue the Advice of the s<sup>d</sup>. J.L. his Heirs Exors Admors or Atsns or his or their Viewers for the Time being relative to the Working the said Collieries It being hereby declared and agreed to be the true Intent and Meaning of these Presents and of the Parties hereto That the said Coll<sup>s</sup>. and Coalmines and Workings thereof and

[9]

[10]

the Coal Drifts and other Drifts and Works necessary for the Working the same and all other Matters and Things relating Thereto shall be wrought made and done with and under and according to the Advice Orders and Directions of the said J.L. his Heirs Exors Admors or Atsns or his or their Agents or Viewer for the Time being and not otherwise provided such Orders and Directions are not contrary to any express Covenant herein contained on the Part and Behalf of the said J.L. his &c. &c. to be done and performed And also shall & will from Time to Time and at all Times during the said Term find and provide a sufficient Number of Horses and of Men competently knowing and experienced for the doing performing managing and carrying on the aforesaid Work and Business in all its Parts and

[Bud-95]

[11]

Branches and for and in the doing and performing all Pit Work Waggon and Waggon Way Work Smithwork Wright-work Corving Work and other Work whatsoever which shall in anywise relate to or be needful or necessary to be done in or about the same (Save and except only what is hereinafter covenanted and agreed to be found and provided or done by or on the Part or at the Expençe of the said J.L. his &c.) And shall and will at their own Costs and Charges maintain and keep all such Horses and pay and defray the Wages of all such Men & other Servants & Workmen from Time to Time found provided & employed as aforesaid And also shall and will from Time to Time and at all Times during the s<sup>d</sup>. Term hereby demised at their own Costs and

[12]

Charges find and provide sufficient Numbers and Quantities of Picks Hacks Shovels Mauls Props Rollers Sleds – Barrows Pumps Lamps Oil Candles Ropes Chains Hooks Corves Deals Rails Wood Timber Iron Steel and all other Work Tools Utensils and Materials whatsoever which shall in anywise be needful necessary or proper for the doing performing or carrying on the said Collieries as well above Grounds as underground And shall and will from Time to Time and at all Times during the said Term hereby demised at their own Costs and Charges rid clear away

[Bud-95]

[13]

Coals therein And shall and will from Time to Time during the said Term at their own Costs and Charges drive and make all Coal Drifts Water-level Drifts and other Drifts Levels and Air Courses in the said Collieries and Seams of Coal in such Manner as they the said M.F. &c. their Exors or Admors shall order and directed by the said J.L. his &c. or his or their Viewer or Agent 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

and remove all Falls of Earth Stone Slate Rubbish and other obstructive Matter which shall happen in Workings ^<or> Drifts of the said Collieries or of any of the Seams of

Time to Time during the said Term at their own Costs and Charges set over or work through all Dykes Obstructions and Troubles whatsoever which shall or may at any Time

[14]

during the said Term arise in or happen to the said Collieries (Save and except the great Dyke commonly called Woodstone house Dyke or 18 Fathon Dyke situate lying and being between Burn Moor Colly. and Lumley Colliery which is to be wro<sup>t</sup>. through (if necessary) at the Expen<sup>c</sup>e and Charge of the said J.L. &c. And also shall and will from Time to Time during the said Term at their like Costs & Charges pump and draw to Bank all the Water which shall arise in the said Collieries or Seams of Coal when the same is necessary to be pumped or drawn to Bank (Save and except the Water which shall arise or issue from the old Wastes of Lambton Harraton Bourn Moor Lumley, or Murton Collieries which is to be pumped & drawn to

[Bud-95]

Bank at the Expen<sup>c</sup>e of the s<sup>d</sup>. J.L. his &c. And at their like Costs and Charges shall and will from Time to Time draw to Bank and lay above Ground separate and apart from the Coals which shall be wrought and laid above Ground as aforesaid All such Earth Stones Rubbish or other obstructive Matter as shall proceed from or be produced by the Working the said Collieries and Seams of Coal which shall be necessary to be drawn to Bank and laid above Ground as aforesaid And shall and will at their own Costs and Charges make all Horseways Barrow Ways Tram Ways and Gin Ways in and about the said Collieries when and where the same shall be necessary and all the said Ways and also All Waggons Waggon Ways Waggon Rails in the Staiths Side Ways and Bye Ways and Branches thereof in anywise

[15]

[16]

belong to the said Collieries And also the Pitmens houses and other Houses and Premises hereby demised and also all Fire Engines and other Erections and Buildings erected and built for the Use of the said Collieries shall and will during all the said Term keep in good Repair and Condition and at the End thereof yield have and deliver up the same respectively to the said J.L.

[Bud-95]

Time during the then Remainder of the said Term maintain and keep the same in good and sufficient Repair and Condition And in such good and sufficient repair and Condition shall and will yield and diliver-up the same to the said J.L. his &c. &c. at the End of the said Term And also shall and will during all the said Term well and sufficiently timber and uphold

[17]

his Heirs Exors Admors or Atsns in the like good Repair and Condition And also in Case any Fire Engine or Fire Engines shall at any Time during the said Term be built by the said John Lambton his &c. &c. for the Use of the Benefit of any of the said Collieries in Pursuance of his Covenant hereinafter for that Purpose contained shall and will after the same Fire Engine or Fire-Engines shall be built from Time to

with Timber and pay and defray the Charge and Expencc of Timbering all the Pit Shafts of the said Collieries now opened or during the said Term to be open and such good State and Condition and fit for Working shall and will at the End or other sooner Determination of the said Term yield and deliver up the same to the said J.L. his &c. And shall and will during the said

[18]

Term work and send up above Ground gratis all such Coals as shall be concerned by the said J.L. and W.H.L. Esq. At their respective – Drwlling houses at Harraton Lambton and Cocken with all such Coals as shall or may be necessary for their Hothouses and other necessary Purposes And shall and will from Time to Time during the said Term Keep sufficient Wailers or proper Persons constantly employed at every Pit Heap so long as any merchantable Coals shall remain at Bank screening wailing picking and raking all Stones Slates Thill Band and other Refuse from among the Coals sent above Ground at cast at each Pit heap so as to keep such Coals as clean and good as may be And also shall and at their own Costs and Charges separate from the Coals to be wrought as aforesaid all the Brasses which shall be found therein and leave the same for

[Bud-95]

the Use of the said J.L. his &c. And also that they the said M.F. &c. &c. their &c. &c. shall not and will not by themselves their Agents or Workmen wilfully or negligently do or commit any Act whereby or by Reason whereof the Collieries and Coalmines hereby demised or ant Part or Parcel thereof shall or may be drawn or overburthened with Water or Styth from any other neighbouring Colliery or Coalmines 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 J.L. his &c. and his or their Viewer or Viewers from Time to Time during the Continuance of the Term hereby granted at his and their Wills and Pleasures when any of the Pit or Pits is or are at Work to ride and descend by the Ropes and Engines used

[19]

[20]

by the s<sup>d</sup>. M.F. &c. &c. into all or any of the said Pit or Pits of or belonging to the said Collieries and Coalmines and to view and inspect the Workings of the same thereby the better to be informed of the due and regular Course of Workings thereof And to line measure and use such other Methods as he or they shall think fit to discover the same & by the same Ways and Means assign to ascend and come up at the Pits or Shafts when and as they shall think fit and convenient –  
 And also that they the said M.F. &c. their &c. shall and will at the End or Expiration of the said Term give yield and deliver up to the said J.L. &c. the quiet and peaceable Possession of the said demised Houses Collieries Fire Engines and Premises with all the Pits which during the Continuance of this Demise shall have been put into good working Condition by the said M.F. &c.&c.

[Bud-95]

Their &c. walled and well timbered and open And all Water Courses of and belonging to the said Collieries free open and upstanding as far as the Nature of the Collieries will admit of And also shall and will once in every – Fortnight or fourteen Days (to wit) on Wednesday in every second Week during the said Term justly and truly present and deliver to the principal or proper Agent for the Time being of the said J.L. his &c. a several and separate true just particular and regular Presentment or Account in Writing of the respective Quantities of good clean merchantable Coals that shall be really and truly wrought and laid above Ground at each and every of the Pits of the said Collieries & Seams of Coal during each respective preceding Fortnight or from the Time of each Presentment or Account to the other And in every such Presentment or Account shall and will

[21]

[22]

specify and distinguish the true respective Quantities of such Coals which shall be wrought and laid above Ground as aforesaid from the said collieries and Pits by the Number of Scores and Corves the same shall from Time to Time really and truly consist of according to the Size of the Corves every Corf to consist of or contain two Bolls and an half or thirty six Gallons Winchester Measure to each Boll And so in Proportion for a larger or smaller Corf And also shall and will from Time to Time and at all Times during the Continuance of the said Term hereby demised

[Bud-95]

on Account thereof (other than and except the Expende of Keeping and maintaining the superannuated Poor of Lambton aforesaid and other than and except Rents payable to the said Earl of Scarbrough his Heirs or Assns for the said Collieries at Lumley And the Rent payable to Christopher Fawcett of Newcastle upon Tyne Esq. His Exors for the said Collieries at Bourn Moor) And the said J.L. in Consideration of the Covenants and Agreements hereinbefore and hereinafter contained on the Part and Behalf of the said M.F. their &c. to be done & performed

[23]

at their own Costs and Charges well and truly pay bear and discharge all Taxes Cesses Charges Impositions and Outgoings whatsoever now charged or hereafter to be charged upon the said Coalmines Collieries and Premises hereby or intended to be hereby demised and payable or to become payable

doth for himself his Heirs &c. covenant promise and agree to and with the said M.F. &c. their Exors &c. by these Presents in Manner following, that is to say, that he the said J.L. his Heirs &c. shall and will well and truly pay or cause to be paid

[24]

unto the said M.F. &c. the Sum of 7<sup>s</sup>.. 8<sup>d</sup>. of lawful Money of Great Britain for every Chaldron of Coals (accounting each Chaldron to contain 24 Bolls and each Boll 36 Gallons Winchester Measure) which shall be wrought and gotten forth and out of and sold from any of the said Collieries and Coal-mines at Harraton aforesaid the Sum of 8<sup>s</sup>.. 8<sup>d</sup>. of like lawful Money for every Chaldron of Coals (such Measure as aforesaid) which shall be wrought and gotten forth & out of and Sold from the said Collieries & Coalmines at Lambton aforesaid The Sum of 7<sup>s</sup>.. 6<sup>d</sup>. of like lawful Money for every Chaldron of Coals (such Measure aforesaid) which shall be wrought and gotten forth and out of and sold from the said Collieries and Coalmines at barn Moor aforesaid And the Sum of 7<sup>s</sup>.. 6<sup>d</sup>. for every Chaldron of Coals (such Measure as aforesaid) which shall be

[Bud-95]

won wrought and gotten forth and out of and sold from the said Collieries and Coalmines at Lumley aforesaid And also shall and will pay and discharge all Rents due or hereafter to become due to the said Earl of Scarborough his Heirs &c. and to the said Chr. Fawcett his Exors &c. for or as Lessors of the said Collieries and Coalmines of Lumley and Bourn Moor aforesaid and of and from the Payment thereof shall and will from Time to Time and at all Times hereafter keep indemnified the said M.F. &c. and their respective Heirs Exors and Admors And also shall and will be at the Expence and Charge of making all Cuts and erecting and upholding all batteries necessary to be made and erected for the Use of the said – Collieries and Coalmines And shall and will pay and defray the Expence & Charge

[25]

[26]

of building any Fire Engine or Fire Engines for drawing of Water forth and out of the said Collieries and Coalmines that shall be thought necessary to be built by two Viewers One to be nominated by the said J.L. his &c.

[Bud-95]

Lambton Bourn Moor Murton & Lumley Collieries or any of them and in Consequence thereof arising in the Collieries hereby granted than there is at present in the same Collieries Then and in such Case that he the said

[27]



and the other by the said M.F. &c. their &c. And also shall and will at his & their Expence maintain and keep all the superannuated Pitmen at Lambton aforesaid And also that he the said J.L. his Heirs &c. shall and will (if Necessary) at his and their own Expence and charge work thro' the said great Dyke commonly called Wood-Stone house Dyke or 18 Fathoms Dyke – And also in Case at any Time during the said Term hereby granted the Collieries and Coalmines hereby demised shall be obstructed in the Working by a greater Quantity of Water issuing from the old Wastes of Harraton –

J.L. his &c. shall and will at his and their like Expence and Charge pump & draw to Bank all such surplus Water And it is hereby covenanted declared and agreed by and between the said J.L. and the said M.F. &c. for themselves and their respective Heirs Exors and Admors that the said several Sums of 7<sup>s</sup>.. 8<sup>d</sup>.; 8<sup>s</sup>.. 6<sup>d</sup>.; 7<sup>s</sup>.. 6<sup>d</sup>. & 7<sup>s</sup>.. 6<sup>d</sup>., per Chaldron covenanted to be paid to the said M.F. &c. &c. for Working the said Coals and carrying on the Business of the Said Collieries herein before particularly mentioned and Specified shall be paid at the

[28]

Days and Times and in Manner following, that is to say The Sum of Fifteen Shillings P. Score for every Score of Coals, each Score to contain 21 Corves and each Corf 20 Pecks which shall be wrought and gotten forth & out of the said several Collieries and Coalmines at Harraton Lambton Bourn Moor and Lumley aforesaid and laid on Bank to be paid every 14 Days to the said M.F. &c. their &c. such Sums to be ascertained by the Overmens' Books or Bills of Presentment And that all and every the Coals which shall be presented and paid for once in every 14 Days in Manner above mentioned as being wrought and laid above Ground at the several Pits of the said several Collieries shall afterwards when such Coals shall be led away by the Waggons and delivered at the Staith or Staiths belonging to the said J.L. at Ship Haugh – Wylam haugh and Harraton (such Leading

[Bud-95]

and Delivery to be at the Expence and Charge of the said J.L. his &c.) be paid for according to the Quantities the same shall make out by Waggon Measure Such Waggon Measure to be ascertained by the Book or Books of the Staithman or Staithmen employed at the said Staith or Staiths and not according to the Quantities specified from the Corf Measure ,in such Bills of Presentment after the said several Rates or Prices of 7<sup>s</sup>./ 8<sup>d</sup>.; 8<sup>s</sup>./6<sup>d</sup>.; 7<sup>s</sup>./ 6<sup>d</sup>. & 7<sup>s</sup>./6<sup>d</sup>. (first deducting the Sums the said M.F. &c. their &c. may have received by the Payment of the said Sum of 15 Sh<sup>s</sup>. per Score at the End of every 14 Days as herein before mentioned) at two Days or Times in the Years, that is to say, on the 30<sup>th</sup>. Day of June and 31<sup>st</sup>. Day of December in every Year the first of the said Payments to be made on the 30<sup>th</sup>. Day of June next ensuing the Day of the Date of these Presents

[29]

[30]

And whereas the said M.F. &c. did some Time in the Year 1784 agree with the said John Lambton for a Lease for the Term of 7 Years to commence the 31<sup>st</sup>. Day of December in the same Year of the several Premises now hereinbefore agreed to be demised to them for the Term of 7 Years Under which Agreement no Lease having ever been entered into the said M.F. &c. held the said several Premises & wrought and carried on the said several Colls. for and during the said Term of 7 Years (that is to say) until the 31<sup>st</sup>. Day of December 1791 And whereas at the Time of the Treaty for the said Lease was (among other Things agreed upon) mutually agreed upon between the said J.L. and said M.F. &c. that they the said M.F. &c. should take at a Valuation to be made by Skillful

[Bud-95]

[31]

and indifferent Persons one to be nominated by the said J.L. and the other by the said M.F. &c. All the live Stocks and all the Stock of Corn and Hay in the Granaries Lofts and Stack Garths And also all other the Dead Stock of and belonging to the said Collieries and Coalmines And it was further agreed between the said Parties that at the Expiration of the Term thereby agreed for He the said J.L. should take at a like Valuation All the live Stock and all the Stock of Corn and Hay which should then be in the Granaries Lofts and Stack Garths and all other the dead Stock of and belonging to the said Collieries And in Case such live and dead Stock should upon such valuation at the End of the said Term amount to more than the Value of the live and dead Stock then to be taken

[32]

by the said M.F. &c. then the said J.L. did agree that he would within the Space of six Weeks next after such Valuation being made pay unto the said M.F. &c. their &c. so much Money as the said live and dead Stock should according to the Valuation to be made at the End of the said Term exceed the Amount of the Valuation then to be made But in Case such live and dead Stock should upon such Valuation at the End of the said Term amount to less than the Amount of the then Valuation Then the said M.F. &c. did agree with the said J.L. that

[Bud-95]

[33]

Agreements the said live Stock and all the said Stock of Corn and Hay the in the Granaries Lofts and Stack Yards and also all other the Dead Stock of and belonging to the said Collieries and Coalmines was immediately after the abovementioned Agreement valued and appraised in the Manner abovementioned to be agreed on to the Sum of £9907 .. 14<sup>s</sup>.. 9<sup>d</sup>. Which Valuation all the Parties to these Presents do hereby acquiese in and acknowledge and allow the same to be a fair and just one And whereas the said Term of

they would pay him so much Money as the said live and dead Stock should according to such Valuation at the End of the said Term fall short of or be less than the Amount of the then Valuation thereof And whereas in Pursuance and part Performance of the said

7 Years having expired on the 31<sup>st</sup>. Day of December 1791 all the live and dead Stock then belonging to and ~~and~~ <sup>^<or></sup> used in &c. about the said Collieries and Coalmines ought then according to the abovementioned Agreement

[34]

to have been revalued but the said M.F. having agreed with the said J.L. to continue the said several Collieries & Coalmines for another Year, that is to say, till the 31<sup>st</sup>. Day of December 1792 such <sup>^<Re></sup> Valuation was intended to have been postponed till that Time only but the said M.F. &c. having now agreed with the said J.L. for a Lease of the same Collieries & Coalmines and Premises for a further Term of 7 Years as hereinbefore appears They the s<sup>d</sup>. J.L. and M.F. &c.: did shortly previous to the Execution of this Lease in Order to save the Trouble and Expence attending a Revaluation of such Stock as had been added by the said J.L. to the former Stock, that is to say, to the Stock abovementioned to be valued at the Sum of £9907 .. 14<sup>s</sup>.. 9<sup>d</sup>. since the same was valued –

[Bud-95]

should now be valued And that the Revaluation of the said Stock so mentioned to be valued at the Sum of £9907 .. 14<sup>s</sup>.. 9<sup>d</sup>. should be postponed till the Expiration of the new Lease hereby agreed to be granted And whereas the said new Stock has accordingly been valued by two different Persons one chosen by the said J.L. and the other by the said M.F. &c. to the Sum of £1810 .. 14<sup>s</sup>.. 8¼<sup>d</sup>. which Sum of £1810 .. 14<sup>s</sup>.. 8¼<sup>d</sup>. being added to the said Sum of £9907 .. 14<sup>s</sup>.. 9<sup>d</sup>. makes the Sum £11718 .. 9<sup>s</sup>.. 5¼<sup>d</sup>. Now for carrying the said Agreement Execution It is hereby mutually covenanted declared and agreed by and between the said Parties to these Presents for themselves and their respective Heirs, &c. that at the Expiration of the said new Term of 7 Years hereby granted or

[35]

[36]

intended so to be All the live Stock and all the Stock of Corn Grain and Hay then in the Granaries Lofts and Stock Garths & all the Machine Engines and all other the dead Stock whatsoever then used in and about or of or belonging to the said Collieries and Coal Mines shall be valued by two

[Bud-95]

£11718 .. 9<sup>s</sup>.. 5¼<sup>d</sup>. then and in such Case the said J.L. doth hereby for himself his &c. covenant promise and agree to and with the said M.F. &c. their &c. that he the said J.L. his &c. shall and will within 28 Days after the delivering in such Valuation as aforesaid pay unto the said

[37]

indifferent Persons One to be chosen by said J.L. his &c. and the other by the said M.F. &c. their &c. Which two indifferent Persons shall within 2 Months next after the Expiration of the said new Term of 7 Years hereby granted or intended so to be deliver in their Valuation in Writing under their hands to the said J.L. his &c. and to the said M.F. &c. their &c. at their respective Places of abode And if upon such Valuation the said live and dead Stock shall be found to exceed the said Sum of

M.F. &c. their &c. such Sum of Money as the said live and dead Stock shall upon such Valuation be found to exceed the said Sum of £11718 .. 9<sup>s</sup>.. 5¼<sup>d</sup>. but if upon such Valuation the Value of the said live and dead Stock shall not amount to the said Sum of £11718 .. 9<sup>s</sup>.. 5¼<sup>d</sup>. then and in that Case the said M.F. &c. do hereby for themselves their Heirs &c. covenant promise and agree to and with the said J.L. his

[38]

Exors &c. that they the said M.F. &c. or the one of them their or the one of their Exors or Admors shall and will within 28 Days next after the Delivering on of such Valuation pay unto the said J.L. his &c. Such Sum of Money as the Value of the said live and dead Stock shall be found to fall short of or be less than the said Sum of **£11718 .. 9<sup>s</sup>.. 5¼<sup>d</sup>**. And lastly it is agreed by and between the said Parties to these Presents for themselves and for Their respective Heirs Exors Admors and Atsns that in Case the said J.L. his Heirs &c. shall in Pursuance of his the said J.L.'s Covenant herein before for that Purpose contained at any Time during the said

[Bud-95]

Term erect any Fire Engine or Fire Engines for the Use and Benefit of any of the said Collieries The same Fire Engines or Fire Engines shall be considered as new Stock added by the said John Lambton and shall accordingly immediately after such Erection be valued by two indifferent Persons one to be chosen by the said J.L. his &c. and the other by the said M.F. &c their Exors or Admors And the Sum at which the same shall be so valued shall be added to the said Sum of £11718 .. 9<sup>s</sup>.. 5¼<sup>d</sup>. which Sum of £11718 .. 9<sup>s</sup>.. 5¼<sup>d</sup>. with such Addition shall be the Sum from which to reckon or account the Increase or Decrease in Value of the said Stock at the End of

[39]

[40]

[Bud-95]

[41]

the said Term according to the Agreement last hereinbefore contained In Witness whereof the said Parties to these Presents have hereunto set their Hands & Seals the Day and Year first above written

The above engrossed but not executed.

**Flatts Colliery.**

	1790.	1795.	1799 to Oct <sup>r</sup> .
Oats - - - - -	8£. P. Last.	12, 13, 14 £. Per Last	10,12,14,16,18,& 20£. and even so high As 22 and 24 £. per Last; and more to the End of the Year.
Norway Timber	10 <sup>d</sup> . P. Foot.	17 <sup>d</sup> . P. Foot.	18 <sup>d</sup> . And 19 <sup>d</sup> . P. Foot.
Ropes - - - - -	38 <sup>s</sup> ./ 0 <sup>d</sup> . P. Cw:	50,52,&54 <sup>s</sup> .P.Cw	63 <sup>s</sup> . P. Cw.
Beech Rails - -	4 <sup>3</sup> / <sub>4</sub> <sup>d</sup> . & 5 <sup>d</sup> . P.Y <sup>d</sup> .	5 <sup>1</sup> / <sub>2</sub> <sup>d</sup> .&5 <sup>3</sup> / <sub>4</sub> <sup>d</sup> . P.Y <sup>d</sup> .	6 <sup>1</sup> / <sub>2</sub> <sup>d</sup> .and 7 <sup>d</sup> . Per Yard
Candles - - - - -	6 <sup>s</sup> ./ 8 <sup>d</sup> . P. Doz.	8 <sup>s</sup> ./4 <sup>d</sup> . P. Doz.	8 <sup>s</sup> ./6 <sup>d</sup> . & 9 <sup>s</sup> ./0 <sup>d</sup> . P. Doz.
			Referred to on the Other Side! - - - - -

**Flatts Colliery.**

[Bud-95] [42]

Differences in the Price of Colliery Materials in 1790 compared with 1795 and 1799.

Colliery materials.	1795 compared with 1790 – against the former	1799 compared with 1790 – against the former
Ropes ----- about 17 Cw <sup>t</sup> . consumed	at 15 <sup>s</sup> ./ 0 <sup>d</sup> . P. increase } 12.. 0 ..0 of Price }	at 25 <sup>s</sup> ./0 <sup>d</sup> .P.Cw. } 21.. 5 ..0 increase d <sup>o</sup> . }
Oats ----- 50 Lasts ----- d <sup>o</sup> . -----	at 5 £. P. d <sup>o</sup> . d <sup>o</sup> . 250.. 0 ..0	at 8 £. P. d <sup>o</sup> . 400.. 0 ..0
Timber – say 2000 Feet -- d <sup>o</sup> . -----	at 7 <sup>d</sup> . P. d <sup>o</sup> . d <sup>o</sup> . 58.. 6 ..8	at 8 <sup>d</sup> . P. d <sup>o</sup> . 63..13 ..4
Beech Rails – 7000 yards -- d <sup>o</sup> . ----	at 1/2. P. Y <sup>d</sup> . d <sup>o</sup> . 14.. 1 ..8	at 1 1/4 <sup>d</sup> . P. d <sup>o</sup> . 36.. 9 ..8
Candles --- 250 Doz: tbs -- d <sup>o</sup> . -----	at 1 <sup>s</sup> ./ 8 <sup>d</sup> . P.Doz.d <sup>o</sup> 20.. 1 ..8	at 2 <sup>s</sup> ./ 4 <sup>d</sup> . P.d <sup>o</sup> . 29.. 3..4
Deals,Barrow Way Board,Pinewood, Smithwork, Horsekeeping, Nails, &c.	Props, &c. ----- 20..16..0 ----- 20.. 0 ..0	----- 25.. 0 ..0 ----- 24.. 0 ..0
Sadlers Goods, Cartwrights Work, &c.	&c. ----- 20.. 0 ..0 £415.. 5 ..0	----- 24.. 0 ..0 £626..11..4
	£	£ s. d.
Hewing 6 <sup>d</sup> . P.Score on 9428 or 16500 Cha <sup>s</sup> . The Basis --- } Scores } -----	235..14..0 -----	at 7 1/2 <sup>d</sup> . P. 294..12..6

Putting 3 <sup>d</sup> . P. Score, on ditto -----	<u>117..17..0</u> -----	----- <u>117..17..0</u>
£ 353..11..0 -----	-----	412.. 9..6
Wrights, & Labourers in Waggon Way 46.. 0..0 -----	-----	46.. 0..0
Labour about the Pits -----	11..10..0 -----	11..10..0
Taxes -----	10.. 0..0 -----	65..10..0
Moiety of extra Binding Money -----	-----	22.. 0..0
Difference in the Tentale Rent for Keeping the Way for Twizell Leads } 1795 and 1799.	-----	70.. 0..0
	<u>421.. 1..0</u>	----- <u>627.. 9..6</u>
	£.836.. 6..0	£.1254.. 0..0
	Turn over/	<b>[43]</b>

[Page 42 and 43 Vertically aligned]

<p><b>[44]</b></p> <table> <tr> <td>£</td> <td>s. d.</td> <td>Cha<sup>s</sup>.</td> <td>s. d.</td> </tr> <tr> <td>836..</td> <td>6..0</td> <td>upon the Basis of 16.500</td> <td>1..0.</td> </tr> <tr> <td></td> <td></td> <td>is rather more than P. Ch. }</td> <td></td> </tr> <tr> <td>&amp; 1254..</td> <td>0..10</td> <td>upon d<sup>o</sup>. is more than P. d<sup>o</sup>. -</td> <td>1..6</td> </tr> <tr> <td>The Undertakers' Price for 5 Years ending 31<sup>st</sup> Dec.</td> <td></td> <td>Cha:</td> <td></td> </tr> <tr> <td>1795 was 5<sup>s</sup>./ 0<sup>d</sup>. P. Cha. on a Basis of</td> <td></td> <td>18000</td> <td></td> </tr> <tr> <td>Ditto ----- for 5 Years from that Time</td> <td></td> <td></td> <td></td> </tr> <tr> <td>was 5<sup>s</sup>./ 6<sup>d</sup>. P. Cha. on a Basis of</td> <td></td> <td>16500</td> <td></td> </tr> </table> <p>But the last Price was deemed much too low as the Terms then were; yet accepted under the Expectation of their growing better, and M<sup>r</sup>. Johnson's Promise to represent the Matter to M<sup>r</sup>. Lambton if that should not take Place This, M<sup>r</sup>. Lambton's going abroad and subsequent Death – prevented; but it will be seen by Martindale &amp; Ramsay's Answer to M<sup>r</sup>. Wilkinson's Observations previous to the last Agreement, what M<sup>r</sup>. Johnson's Sentiments were.</p>	£	s. d.	Cha <sup>s</sup> .	s. d.	836..	6..0	upon the Basis of 16.500	1..0.			is rather more than P. Ch. }		& 1254..	0..10	upon d <sup>o</sup> . is more than P. d <sup>o</sup> . -	1..6	The Undertakers' Price for 5 Years ending 31 <sup>st</sup> Dec.		Cha:		1795 was 5 <sup>s</sup> ./ 0 <sup>d</sup> . P. Cha. on a Basis of		18000		Ditto ----- for 5 Years from that Time				was 5 <sup>s</sup> ./ 6 <sup>d</sup> . P. Cha. on a Basis of		16500		<p><b>[Bud-95]</b></p> <p style="text-align: center;"><u>M<sup>r</sup>. Wilkinson's Observations</u> <b>[45]</b></p> <p>“As a Preliminary to the new Lease it must be considered between the Proprietor and the undertakers, “what is to be paid P. 10 for the Wear &amp; Tear of “the Waggon Way.”</p> <p style="text-align: center;">Martindale and Ramsays' Answer. Flatts Colliery Undertaking Jan<sup>y</sup>. 1796.</p> <p>“In Answer to the Observations “as a Preliminary to a new Lease” the Undertakers have no Obligation to pay M<sup>r</sup>. Lambton whatever Sum may be fairly estimated in Consideration for Twizell Coals being brought down his Waggon Way; and from which, as an increased Quantity, they may be deemed to be benefitted, provided the Price per Chaldron for the Undertaking will enable them so to do.”</p>
£	s. d.	Cha <sup>s</sup> .	s. d.																														
836..	6..0	upon the Basis of 16.500	1..0.																														
		is rather more than P. Ch. }																															
& 1254..	0..10	upon d <sup>o</sup> . is more than P. d <sup>o</sup> . -	1..6																														
The Undertakers' Price for 5 Years ending 31 <sup>st</sup> Dec.		Cha:																															
1795 was 5 <sup>s</sup> ./ 0 <sup>d</sup> . P. Cha. on a Basis of		18000																															
Ditto ----- for 5 Years from that Time																																	
was 5 <sup>s</sup> ./ 6 <sup>d</sup> . P. Cha. on a Basis of		16500																															

[46]

With Regard to the Term of the Undertaking's being changed from 5 to 3 Years, and the basis from 18.000 to 16.000 – these Matters, as well indeed as all others depend upon the Price per Chaldron – but with great Deference we beg Leave to say that the Term being 5 Years, as has always been the Case hitherto, it will the better enable the Undertakers to take a less Price; – in as much as they will have a greater Opportunity of profiting by Change of Times; which it is hoped may take Place in the Course of 5 Years rather than 3: For there is no Prospect of the first Year, but what is dear beyond Example; and it there should be ~~one~~ two out of the three the same the Price should be greater than they would expect upon 5 Years. M<sup>r</sup>. Johnson indeed observed “that if he could believe the “Times would continue to be any Thing like the present,

[Bud-95]

[47]

“he would not hesitate to offer, at least 3<sup>d</sup>. P. Chaldron “more than what he conceived they might be upon “an Average of 5 Years to come”  
As the Main and Five Quarter Coal Seams cannot be calculated to last longer than three Years or thereabouts, we conceive it to be for the Interest of the Colliery to set about the Winning the Hutton's Seam in the Course of this Year; and then it will be seen whether it may be right to mix that Seam with the Main and 5 Q<sup>r</sup>. As we have no Reason to expect but it will be benefitted thereby; and in that Case a Price must be made for Working either that Seam or the Low-Main, or both in the Course of 3 Years.

[48]

The finding Pitmen with Bread Corn at a reduced Price is a Matter very serious indeed; it is new, and great in Point of Expence; and as we think, what no Undertaker ought to have laid upon him, without its constituting a Part of the Charges upon the Colliery; and added accordingly to the Calculations for the Working, &c. And as it may continue long, or may shortly be done away, we consider it better for the Proprietor to take it upon himself, that he may profit by the Charge, whenever it happens. The Expence upon the Colliery for about 9 Months of this Year in this Article will be about 150 £. which we see no Way provided for by any Calculation whatever; but we were unwilling to lay the Foundation of Riot and Disorder in the Country; and therefore hesitated not make the

[Bud-95]

[49]

best Terms we could with the Pitmen, under a confident Hope that the Matter would be laid properly before our Principal, upon whose Goodness we had no Doubt. The same may be said of the extraordinary Binding Money: – M<sup>r</sup>. Johnson and M<sup>r</sup>. Fenwick were consulted immediately upon the Appearance of the Business who sanctioned our procuring Men on the best Terms we could. When this Evil may cease it is <sup><</sup>also impossible to say; yet we hope Circumstances may occur to recover this Profusion; and we humbly think the Proprietor ought to take Advantage of it, when it does happen; by taking it upon himself; or it must also make an Article of Charge against the Working of the Colliery.

[50]

We have taken the Liberty to subjoin the Amount of the Leadings from this Colliery in the last 5 Years; whereby it appears that the Average exceeds 17.000 Ch<sup>s</sup>. Nor has it fallen short of that Quantity in any Year, one only excepted.

We beg Leave also to add that Mess<sup>rs</sup>. Maud and Scarth had 5<sup>s</sup>. / 6<sup>d</sup>. P. Cha: upon a Basis of 15000 for the 5 Years preceding our Term; when the Prices of all Materials, as well as Labour were greatly lower than they are now, and have been for dome Time past; those Gentlemen paid no more Than £ 7..16<sup>s</sup>..0<sup>d</sup>. P. Loft for Oats upon an Average of their Term: 9<sup>d</sup>. – 9½<sup>d</sup>. – & 10<sup>d</sup>. per Foot for Norway Timber; Rope from 31, 32 &

[Bud-95]

[51]

to 38<sup>sh</sup>. P. Cw<sup>t</sup>. And all other materials proportionally lower than the present Prices.

	Ch <sup>s</sup> .
Flatts Colliery Leadings in 1791	– 19.066½
1792	– 18.244½
1793	– 17.942
1794	– 14.242
1795	<u>ab<sup>t</sup>. 17.000</u>
	5 ) <u>86.495</u>
Average 5 Years - - - - -	17.299

The above was to be laid before M<sup>f</sup>. Lambton.

[52]

Fatts 1<sup>st</sup>. Oct: 1799.

Gentlemen

When we settled the last Years' Acc<sup>t</sup>: for Working the Flatts Colliery, we took the Liberty to request you would take it into your Consideration the Difficulties we experienced on Acc<sup>t</sup>: of the high Price of every Articles used in Collieries since the last Price was fixed for this Undertaking, and that you would be so favourable to us is to make an Allowance; you then said you would represent the Matter to M<sup>f</sup>. Wilkinson.

As that Gentlemen is now at Lambton we request to remind you of your Promise; and as the Difficulties these complained of having greatly increased this Year; and are likely to increase; we trust you will represent our Situation in a proper Manner to M<sup>f</sup>. Wilkinson.

Weare Gentlemen

Yours most obedient Servants

To

J.M.

Mess<sup>rs</sup>. Fenwick and Johnson.

J.R.

[Bud-95]



