

COPY of two LEASES of LIBERTY

Bud-96

- (1) For the DRIVING of DRIFT at CLAXTONS, GATESHEAD PARISH by
Master Nathaniel ELLISON & Brethren of KING JAMES HOSPITAL
to Mr. Charles BRANDLING and others
Term 10 Years from – 30th. December 1794
- (2) For LAYING of WAGGON WAY at CLAXTONS, GATESHEAD PARISH by
Nathaniel ELLISON to William SURTEES and others
Term 9 Years from – 25th. April 1796

	<p style="text-align: right;">Ob [Bud-96] Copy. Dec: 31 :1794.</p> <p>Counterpart of a Lease of Liberty to drive a Drift, &c. thro' the Lands in the Parish of Gateshead called the Claxtons held under Lease from the master and Brethren of King James' Hospital.</p> <p style="text-align: right;">The Rev: Nath: Ellison } to } Cha^s. Brandling Esq^r. }</p>
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<p style="text-align: right;">[Bud-96]</p>	<p style="text-align: right;">1.</p> <p>This Indenture made the 30th. Day of Dec^r. in the Year of our Lord 1794 Between Nath^l: Ellison of the Town & County of Newcastle upon Tyne Clerk of the one Part and Charles Brandling of Gosforth House in the County of Northumb^d. Esquire of the other Part Whereas the s^d. N. Ellison was possesses of & interested in certain Lands and Grounds in the</p>
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Parish of Gateshead in the County of Durham called the Claxtons and the Collieries and coalming Seam and Seams of Coal within and under the same, which (with other Lands Tenements and Hereditaments) were granted and demised to

2. [Bud-96]

him in and by an Indenture of Lease bearing Date the 12th. Day of May 1790 and made between the Rev. Rob^t. Thorp, Clerk. A.M. Rector of the Parish Church of Gateshead & Master of King James' Hospital in Gateshead afores^d. in County Palatine of Durham & the Brethren of the said Hospital of the one Part and the s^d. Nath^l: Ellison of the other Part for the Term of 10 Years to commence and be computed from the Date of the said Indent^{re}. of Lease And whereas by Ind^{re}. of Demise^d. Bear^g. Date the 30th. Day of December 1790, and made between Hen: Ellison of Hebburn in the County of Durham Esq. of the first Part Aubone Surtees Joseph Liddell

3.

John Huntley and Thomas Labourn therein particularly described of the second Part and the said Charles Brandling of the third Part the s^d. Hen Ellison did for the Considerations therein mentioned grant <ratify and confirm unto> demise and to farm lett ~~and~~ the s^d. Aubone Surtees J.L., J.H., & T.L. did demise & to farm lett ratify and confirm unto the said Charles Brandling his Exo^{rs}. Admors and Assns. The Use of all that Tyne Level Drift or Water Course extending from the River Tyne Southwards to a Place in a Part of the Lands & Grounds of the s^d. H. Ellison particularly described called the North East Close of Balkfield to which Place such Drift or Water Course had been driven or opened by them the said A.S, J.L., J.H., & T.L.,

4. [Bud-96]

and full and free Liberty Power and Authority to make open and rid out and continue the said Drift Southwards through the said Lands and Grounds of the said Hen: Ellison or to drive a new Drift where

5.

divers further Powers Privileges and Authorities To hold the same for such Term and under such Rent and Conditions as in the said Lease is reserved and contained And whereas by Indenture of

the same should be found necessary upon as true a Water Level as the nature of the Work would admit unto any other adjoining Lands or Grounds whatever And also full and free Liberty to use the s^d. Drift for the Purpose of conveying in and along the same any Water to arise or be produced in the said Lands and Grounds of the s^d. H. Ellison or the Collieries Coalmines or Seams of Coal within and under the same or any other Lands and Grounds Collieries Coalmines or Seams of Coal whatsoever with

Demise duly executed bearing Date the 31st Day of December 1770 and made between the said N: Ellison of the one Part and the s^d. Charles Brandling of the other Part after reciting as hereinbefore is recited and also after reciting that the lands & Grounds called the Claxtons so demised to the said N: Ellison as aforesaid did lie so intermixed with the said Lands and Grounds of the s^d. H: Ellison that it might be necessary to carry and drive the said ^<then> intended Tyne Level Drift through the said Lands and Grounds called the Claxtons and therefore that the

6.

said Nath^l: Ellison had on the Proposition of the said Charles Brandling agreed to make and execute to him his Exors Admors and Assns such demise and Grant as thereafter was contained upon the Terms and subject to the Rents Coven^{ts}. and Agree^{ts}. – thereafter reserved and expressed The said N: Ellison in Pursuance & Performance of the s^d. Agree^t. and for and in Considerⁿ. of the Yearly and other Rents Covenants & Agree^{ts}. Thereinafter reserved & contained on the Part of the s^d. C. Brandling his Exors Admors and Assns did grant demise and to farm let unto the s^d. C. Brandling his Exors Admors and Assns the several Powers Liberties and Privileges and Authorities – hereinafter granted and demised To hold the same unto the said C. Brandling his Exors Admors & Assns from the making

[Bud-96]

7.

of the s^d. Indre of Lease now in Recital unto the full End and Term and for and during the whole Term of 10 Years under certain yearly and other Rents and subject to divers Covenants Clauses Provisoos and Agreements therein reserved and contained And in the said Indre of Lease now in Recital is contained a Covenant on the Part and Behalf of the s^d. N. Ellison that he the said N: Ellison or his Exors Admors or Assns should and would on or before the Expiration of the 1st. Year of the Term thereby demised apply to the s^d. R. Thorp and the Brethren of the s^d. Hospital called King James' Hospital if the s^d. R. Thorp should be the Master of the s^d. Hospital and obtain from him and them at the Cost & Charges of the said N: Ellison his Exors Admors or Assns a new

8.

Lease of the s^d. Lands & Grounds called the Claxtons and other the Premises comprised in the said then subsisting Lease hereinbefore recited for the further Term of 10 Years to commence & be computed from the making of such new Lease and should and would immediately after obtaining the same upon the Request & at the Cost and Charges of the s^d. Cha^s. Brandling his Exors Admors or Assns make and execute to him and them a new Grant and demise of the several Liberties Powers Privileges and Authorities thereby granted and demised upon and subject to the same Provisoes Conditions Covenants and Agreements^{ts}. except as therein and hereinafter is mentioned, and for such further Term of Years as the s^d. N: Ellison his Exors or

[Bud-96]

9.

Admors should such new Lease been able to grant Provided always & it was by the s^d. Indre of Lease now in Recited Stipulated declared and agreed that in every new Grant or Demise to be made and granted to the s^d. Charles Brandling his Exors Admors or Assns by the said N. Ellison pursuant to the Covenant there in before contained for that Purpose, if the same should be so made & granted on or before the 31st. Day of December 1796 there should be inserted instead of the Proviso or Covenant therein contained for enabling the s^d. Cha^s. Brandling his Exors Admors or Assns to determine the Term thereby granted a Proviso or Covenant enabling him or them to cease and determine The Term to be granted by each new Lease on the 31st. Day of December 1797 or on the 31st.

10.

Day of December in any subsequent Year of each such renewed Term Or if such new Lease to the said Cha^s. Brandling his Exors Admors or Assns should be made and granted after the said 31st. Day of December 1796 a Proviso or Covenant enabling the said Cha^s. Brandling his Exors Admors or Assns to cease and determine the Term to be granted by each such last mentioned Lease on the 31st. Day of December in any Year of such renewed Term he the s^d. Cha^s. Brandling his Exors Admors or Assns in either of such Cases giving 12 Calendar Months Notice in Writing to the s^d. N:

[Bud-96]

11.

Performance of the said covenant thereinbefore mentioned to have been contained in the s^d. last recited Indre of Lease obtained a third renewed Lease of the said Grounds and Premises called the Claxtons which by Indre of the Demised bearing even Date with these Presents and made between the said Robert Thorp Master and the Brethren of the s^d. Hospital of the one Part and the s^d. Nath^l: Ellison on the other Part have been duly granted and demised to the said N: Ellison his Exors Admors & Assns for the Term of 10 Years to commence and be computed from the Making thereof NOW

Ellison his Exors Admors or Assns of his or their Mind or Desire to cease and determine such Term And whereas the s^d.
N: Ellison hath in Pursuance and Part

this Indre witnesseth that in the said Performance of the said Covenant in the said Indre of Lease last above recited contained on the Part and Behalf of the s^d. N: Ellison

12.

[Bud-96]

and for and in Consideration of the yearly and other Rents Covenants and Agreem^{ts}. hereinafter reserved and contained on the Part of the said Ch: Brandling his ^<Heirs> Exors Admors or Assns and for diverse other good Causes and valuable Considering thereunto moving He the said N: Ellison hath granted demised and to farm letten and by these Presents Doth demise grant and to farm let unto the s^d. Cha: Brandling his Exors Admors & Assns full and free Liberty Power and Authority to make and drive open or rid out a Tyne Level Drift or Water Course in and through the Lands & Grounds aforesaid called the Claxtons upon a true Water Level as the Nature of the Work will admit in or as near to the Line or Direction of the old Tyne Level Drift there as can be conveniently done to communicate with

13.

the s^d. Intended Drift or Water Course in the s^d. Lands and Grounds of the s^d. Henry Ellison And also full and free Liberty to use the said Drift ~~or Water Course in the s^d. Lands and Gnd^s~~: so to be made and driven open or rid-out under the Authority of these Presents for the Purpose of conveying in and along the same or any Water to arise or be produced in the said Lands and Grounds called the Claxtons or the s^d. Lands and Grounds of the s^d. Hen. Ellison or in the Collieries Coalmines or Seams of Coal within and under the same respectively or in other Lands and Grounds Collieries and Coalmines and Seams of Coal whatsoever And also full and free Liberty Power and Authority to sink make or open any Staple or Staples Shaft or Shafts with sufficient Ground Room and Heap Room for the Laying and Placing of the Stones

14.

[Bud-96]

Metal Gravel Earth or other Refuse which shall from Time to Time be produced and come forth and out of such Staples ^<or> and shafts or the said Drift so intended to be opened or driven or any of them And also sufficient Wayleave and Passage to and for him the said Cha^s. Brandling his Exors Admors and Assns

15.

opening out the said Shafts or Staples except and always reserved unto the said N: Ellison his Exors Admors and Assns Full and free Liberty Power & Authority to use the said Drift for all Purposes that may be necessary in and about the Colliery or Coalmines in and under the s^d. Lands & Grounds called the Claxons provided that

and his and their Agents Servants or Workmen to and from the same with any Manner of Carriages such Ways to be set out by the said N: Ellison his Exors Admors or Assns And also full Liberty to act and do in and upon the s^d. Lands & Grounds called the Claxtons whatsoever shall be needful and convenient to be done in the Making and Driving Opening ^<or> & Ridding-out the s^d. Drift or Sinking or

as little Impediment and Interruption is thereby given to the s^d. Cha^s. Brandling his Exors Admors and Assns in the Use and Enjoyment of the s^d. Drift as reasonably may or can be To have and to hold the s^d. Several Powers Liberties and Authority hereinbefore granted & demised unto the said C: Brandling his Exors Admors and Assns from the making hereof unto the

16.

Full End and Term, and during all the whole Term of 10 Years thence next ensuing and fully to be complete and ended Yielding and paying unto the s^d. Nath Ellison his Exors Admors or Assns yearly and every Year during the s^d. Term the certain Rent or Sum of 25 Pounds of Lawful Money of Great Britain by two equal half Yearly Payments (that is to say) upon the 30th. Day of June and 31st. Day of December in each Year the first Payment thereof to be made on the 30th. Day of June next ensuing the Date hereof whether the said Powers Liberties or Authorities hereby granted are exercised or not And also yielding & paying unto the s^d. Nath: Ellison his Exors Admors or

[Bud-96]

17.

Assns over and above the said certain yearly Rent of 25 £. yearly and every Year during the Continuance of the said Term of 10 Years the further Rent of 1^s .. 3^d. of like lawful Money for every Ten of Coals that shall be won wrought and vend by the s^d. Charles Brandling his Exors Ado^r. or Assns in any Year of the s^d. Term from henceforth and out of his Freehold Collieries Coalmines and Seams of Coal situate at Felling in the s^d. County of Durham or his Collieries Coalmines or Seams of Coal under the Lands and Grounds under the Lands and Grounds of over Heworth & nether Heworth in the s^d. County of Durham now held by him under Lease from the Dean and Chapter of Durham or forth and out of any other Collieries –

18.

Coalmines ^<or> and Seams of Coal lying to the Rise of the said intended Tyne Level Drift or forth or out of any other Colls. lying to the Dip thereof from which any

[Bud-96]

19.

upon a fair Streak) the said further Rent of 1^s .. 3^d. per Ten to be paid and payable on the 31st. Day of December in every Year during the Continuance of the s^d. Term by

Water shall be delivered or conveyed into the said Drift which shall at any Time or Times during the Continuance of the Term hereby granted be won and wrought by the s^d. Cha^s. Brandling his Heirs Exors Admors or Assns or any ~~of them~~ other Person or Persons claiming under him them or any of Them over and above the full Number and Quantity of 400 Tens of such Coals from which the said certain yearly Rent of 25 £. is hereby intended to be reserved 9 accounting 408 Bolls to each Tens and each Boll to contain 30 Winchester Gallons

so much as the Number of Tens of such Coals as aforesaid won wrought and vended by the s^d. Charles Brandling his Exors Admors or Assns or any other Person or Persons – claiming under him or them in each Year ending the 31st. Day of December shall amount unto over above the s^d. yearly Quantity of 400 Tens of Coals such Measure as aforesaid free and clear of all Taxes Cesses and Deductions whatsoever **Provided** always and upon Condition and it is the true Intent and Meaning of these Presents that if the said yearly and other Rents

20.

and Sums of Money herein before reserved or any Part thereof shall be behind or unpaid by the Space of 20 Days next after any of the s^d. Days whereon the same are hereinbefore stipulated to be paid as aforesaid it shall be lawfull to and for the s^d. N: Ellison his Exors Admors or Assns to enter upon and distrain all and every the Stock and Materials of the s^d. Cha^s. Brandling or of his Heirs Exors Admors & Assns or any Person or Persons claiming under him or them as aforesaid that shall be found in and upon the Lands and Grounds of the s^d. Nath: Ellison so demised to-him as aforesaid and all such Stock and Materials or such Part

[Bud-96]

21.

or Parts thereof as shall be distrained to take carry away sell and dispose of until the s^d. Rents and [^]<and> Sums of Money so in Arrear with the Costs and Charges of such Distress and Sale shall be fully paid & satisfied rendering the Overplus if any there be unto the said C: Brandling his Heirs Exors Admors or Assns **And provided** also that in Case the said yearly and other Rents and Sums of Money hereinbefore reserved or any Part thereof shall be behind or unpaid by the said Days whereon the same are hereinbefore stipulated to be paid as aforesaid it shall and may be lawfull to and for the s^d. N: Ellison his Exors Admors or Assns

22.

into the said Premises hereby demised or any Part or Parts thereof in the Name of the whole to re-enter as in his and their former Estate any Thing – hereinbefore contained to the contrary notwithstanding Provided also and it is hereby mutually covenanted declared and agreed by and between the said N: Ellison & C: Brandling for themselves and their respective Exors Admors and Assns that if the said C: Brandling his Heirs Exors Admors or Assns shall not in any Year of the s^d. Term hereby demised win work and vend forth and out of the s^d. several Collieries Coalmines and Seams of Coal for and in Respect of which the s^d. Rents

[Bud-96]

23.

are hereinbefore reserved or any of them the full yearly Quantity of 400 Tens of Coals such Measure as aforesaid then and as often as it shall so happen it shall be lawful for the s^d. Cha^s. Brandling his Heirs Exors Admors or Assns in any following Year or Years of the s^d. Term to win work and vend forth and out of the said several Collieries Coalmines or Seams of Coal so many and such Quantities of Coal as in any preceding Year or Years of the s^d. Term shall respectively be won wrought & vended short of the s^d. Yearly Quantity of 400 Tens so as to make up the Deficiency of the said certain yearly Rent of 25 Pounds without paying any further

24.

Rent or Rents in respect of the Coals so to be won wrought and vended for the Supplying such Deficiency as aforesaid it being the true Intent of these Presents that the Number or Quantity of Tens of Coals for which the s^d. Certain Rent is hereby made payable shall be won wrought and vended forth and out of the s^d. Collieries Coalmines or Seams of Coal without any further or other Rent becoming due or payable but it is hereby declared that the Overplus of any preceding Year or Years shall not come in Aid of or supply the Deficiency of any subsequent Year or Years And the s^d. C: Brandling doth hereby for himself his Heirs Exors

[Bud-96]

25.

Admors and Assns covenant promise and agree to and with the s^d. N: Ellison his Exors Admors and Assns that he the said C: Brandling his Heirs Exors Admors or Assns shall and will from Time to Time and at all Times during the Continuance of this Demise well and truly pay or cause to be paid unto the said N. Ellison his Exors Admors or Assns the Said yearly and other Rents and Sums of Money hereinbefore reserved at the Days and in Manner hereinbefore appointed for payment thereof free from ~~from~~ all Taxes Cesses and other Deductions whatsoever And also shall and will during the Continuance

of the said Term hereby demised on the

26.

Days on which the said Rents are appointed to be paid as aforesaid well and truly pay or cause to be paid to the said N: Ellison his Exors Admors or Assns or his or their Tenants or Farmers reasonable Satisfaction for all Damages or Spoil of Ground to be occasioned by the Use or Exercise of all and every or any of the Powers Liberties Privileges and Authorities hereinbefore demised or by Trespasses such Satisfaction to be adjusted and ascertained by two indifferent Persons One to be named by the s^d. N: Ellison his Exors Admors or Assns or his or their Tenants or Farmers and the other by the s^d. Cha^s. Brandling his Exors Admors or Assns And in Case of

[Bud-96]

27.

their Disagreement by a third Person to be nominated by such two Persons And further that he the s^d. Ch: Brandling his Heirs Exors Admors or Assns or his or their Agents Staithmen or Servants shall and will keep just and true Accounts of the Number and Quantities of Tens of Coals from Time to Time wrought and vended on Account of which the s^d. several Rents are herein before reserved And shall and will twice in each Year during the Continuance of the said Term it thereunto requesteed give and deliver gratis unto the said N: Ellison his Exors Admors or Assns a true Copy of such Accounts And also that it shall and may be lawful to & for the said N: Ellison his Exors Admors

28.

or Assns or his or their Agents from Time to Time during the said Term to look into Inspect and peruse the Originals of all the Books of Accounts in Order that he or they may be well informed of the true Quantities of all such Coals to be won wrought & vended by the said Ch: Brandling his Heirs Exors Admors or Assns as aforesaid and for that Purpose to gauge and measure all and every the Waggons or other Carriages to be used or employed in convoy-

[Bud-96]

29.

Powers hereinby demised so as effectually to prevent any Cattle falling into the same and also shall and will place and maintain good and sufficient Gates and Rails on any Ways or Roads to be made used by the said Cha: Brandling his Exors Admors or Assns under the Authority of these Presents so as to prevent any Cattle trespassing on any of the Lands or Grounds adjoining And further that he or they shall within the Space

ing such Coals And further that the said Charles Brandling his Exors Admors or Assns shall and will during the said Term well and sufficient by fence and rail about all such Shafts or Staples as shall be made or opened by or them in Pursuance of the

of 6 Calendar Months next after the End or other sooner Determination of the Term hereby granted level and make fit for Ploughing all such Ground as shall have been used by the said Cha: Brandling his Exors Admors or Assns

30.

in the Exercise or Enjoyment of any of the Powers or Liberties hereby granted And further that the said Charles Brandling his Exors Admors or Assns in Case he or they shall proceed under the Powers and Authorities hereby granted to open out the said old Drift or drive the said new Drift open and drive the same respectively fairly and orderly and according to the best and most approved Manner of opening or driving Water-level Drifts and as the Nature of the Case will admit And shall not deviate from the Line ^<or> of Direction of the said old Drift further than is necessary for the Purpose of preserving the true Tyne Level And shall and will drive the same

[Bud-96]

31.

at least 2 Feet below the Thill of the upper Main Coal And further to the End that the said N: Ellison his Exors Admors & Assns may be the better satisfied of the fair and regular opening out the said old Drift or driving the new Drift it shall and may be lawful to and for the said N: Ellison his Exors Admors and Assns or his or their Viewer or Viewers or any other Person or Persons by him or them appointed at any Time or Times during the Continuance of this Demise at his or their Will & Pleasure to descend all or any the Staples in the Lands and Grounds so granted & demised to the s^d. Nath: Ellison as aforesaid that shall be made or opened by the s^d. Cha: Brandling his Exors Admors or Assns and in so doing to use all and every the Ropes Gins, Engines,

32.

and all other materials that shall belong to or be used or employed in and about the s^d. Drift or Stapels for the Purpose

[Bud-96]

33.

~~Liberties and Privileges hereby granted~~ that in Case any Difference or Disagreement shall arise between them and their respective

of Viewing the State and Condition of the said Drift and Staples and by the like Ways and Means to ascend thereout and shall and may have the Assistance of the Workmen employed by the s^d. Cha: Brandling his Exors Admors or Assns to view inspect and survey the said Drift and Staples & to be informed of the due and regular Course of prosecuting or driving the same – Provided always and it is here by declared and agreed by and between the said Parties to these Presents for themselves and their respective Exors Admors & Assns ~~respecting the Mode of Driving the said intended Drift or the Excercise or Enjoyment of any of the~~

Exors Admors and Assns respecting the Mode of driving the said intended Drift or the Exercise or Enjoyment of any of the Liberties and Privileges hereby granted and demised that then and in such Case such Difference and Disagreement shall be referred to & settled by two indifferent Persons competently skilled in Working Collieries One of which Person to be nominated by the said N: Ellison his Exors Admors or Assns and the other by the said Cha: Brandling his Exors Admors or Assns and in Case such two Persons cannot agree upon and determine the same then that the said Matter in Difference shall be referred to and finally determined by a

34.

third Person to be nominated & appointed by the said two Persons originally appointed Arbitrators as aforesaid And provided also and it is hereby declared and agreed by and between the said Parties to these Presents that if the said C: Brandling his Exors Admors or Assns shall be aminded^<or> and desirous to surrender and give up all the Premises hereby demised and the Term of Years There of granted on the 31st. Day of December in The Year of our Lord 1797 or on the 31st. Day of December in any subsequent Year of the said Term hereby demised and that these Presents shall thenceforth cease & determine and of such his or their Desire shall & do give or leave 12 Calendar Months Notice in Writing under his or their Hand

[Bud-96]

35.

or Hands to or for the said Nath: Ellison his Exors Admors or Assns at his or their usual Place of abode Then and in such Case on the 31st. Day of December next after such Notice given or left as aforesaid and upon Payment or lawful Tender of all Rents then due and upon Performance of all & every the Covenants & Agreements herein contained on the Part and Behalf of the s^d. Charles Brandling his Heirs Exors Admors or Assns which ought then to be paid done and performed this present Indenture of Lease and the Term hereby granted and every Covenant Matter and Thing ^<therein> Contained (other than and except such Covenants Stipulations and Agreements as are intended to be fulfilled & performed at or after the Expiration or other sooner Determination of the said Term and

36.

without Prejudice thereto) shall cease and determine and be utterly void and of no Effect And the said N: Ellison for himself his Exors Admors & Assns doth covenant promise and agree to and with the said C: Brandling his Exors Admors and Assns that in Case he the said N: Ellison his Exors Admors or Assns shall at any Time during the Continuance of the said Term Demise win or work the Mines or Seams of Coal lying within and under the said lands and Grounds called the Claxtons he ^ <or> and they shall and will deliver or cause to be delivered all the Water that shall be drawn by the Winning or Working such last mentioned Mines or Seams of Coal into the said Drift or into some other Tyne Level Drift so as to prevent as

[Bud-96]

37.

much as may be such Water from falling down to the Dip of the said Drift and shall not nor will not at any Time or Times during the Continuance of this – Demise wilfully do or cause to be done any Act or Thing whatsoever which shall Damage or prejudice the said Drift or prevent the Water from passing along the same And further that he the s^d. N: Ellison his Exors Admors or Assns shall and will on or before the 31st. Day of December now next following and so yearly & every Year on or before the 31st. Day of December in each following Year until the Year 1800 (if the said Robert Throp shall so long live and continue Master of the said Hospital) apply to the said Master

38.

and Brethren of the said Hospital & obtain from him and them at the Costs and Charges of the said N: Ellison his Exors Admors or Assns a new Lease of the said Lands and Grounds called the Claxtons and other the Premises & comprised in the said now subsisting Lease for the further Term of 10 Years to commence and computed from the Making of each such new Lease And shall and will immediately after obtaining every such new Lease upon the Request and at the Costs & Charges of the said Charles Brandling his Exors Admors or Assns make and execute to him and them

[Bud-96]

39.

to the same Provisoes Covenants Considerations and Agreements and for such other Term of Years as the said N: Ellison his Exors Admors or Assns shall under every new Lease be enabled to grant so as that the said Charles Brandling his Exors Admors or Assns shall and may if he or they shall desire the same have are exercise & enjoy all and every the Liberties Powers Privileges and Authorities hereby demised for the whole and full Term of 20 Years to commence and be computed from the Date of the first Lease granted thereof by the said N: Ellison as hereinbefore is recited Provided always nevertheless and it is –

a new Grant and Demise of the several Liberties Powers Privileges and Authorities hereby granted upon & subject

hereby declared and agreed that in every new Grant or Demise to be made and granted to the said Charles Brandling his Exors Admors

40.

or Assns by the said N: Ellison his Exors Admors or Assns pursuant to the Covenant hereinbefore contained for that Purpose from and after the 31st. Day of December 1796 there shall be inserted instead of the Proviso or Covenant hereincontained for enabling the said Cha: Brandling his Exors Admors or Assns to determine the Term hereby granted a Proviso or Covenant enabling the said Cha^s. Brandling his Exors Admors or Assns to cease and determine the Term to be granted by each such new Lease on the 31st. Day of December in any Year of such renewed Term he the s^d. Cha^s. Brandling his Exors Admors or Assns giving 12 Calendar Months Notice in

[Bud-96]

41.

Writing to the said N: Ellison or his Exors Admors or Assns of his or their Mind or Desire to cease and determine such Term And whereas it is intended by the said Parties to these Presents that if any Time or Times after the Expiration or other sooner Determination of the said Term hereinbefore granted any Collieries & Coalmines or Seams of Coal whatsoever lying to the Rise of the said intended Tyne Level Drift whether the same shall be won and wrought by Means of the said Drift or not or lying to the Dip thereof from ~~from~~ which any Water shall be delivered or conveyed into the said intended Tyne Level Drift (other than and except the said Charles Brandlings' aforesaid

42.

Leasehold and Freehold Collieries) shall be won and wrought by the said Ch: Brandling his Heirs Exors Admors or Assns or any Person or Persons claiming under him or them or any of them that he the said Cha^s. Brandling his Heirs Exors Admors or Assns should pay or cause to be paid to the said Nath: Ellison his Exors Admors or Assns in Case he or they shall be then interested in the said Lands and

[Bud-96]

43.

Title under him or them Now this Indenture further witnesseth that in pursuance of such Intention he the s^d. Chas. Brandling for himself his Heirs Exors Admors and Assns doth hereby covenant promise and agree to and with the said Nath^l: Ellison his Exors Admors or Assns that he the said Ch: Brandling his heirs Exors Admors or Assns shall and will in Case of the s^d. Events happening well and truly pay or

Grounds called the Claxtons but not otherwise the Rent or Sum of 1^s .. 3^d. Clear of all deductions as aforesaid for every Ten of Coals such Measure as aforesaid to be won wrought and vended by the s^d. Charles Brandling his Exors Admors or Assns or any other Person or Persons claiming

cause to be paid unto the said Nathaniel Ellison his Exors Admors or Assns **Provided** he or they shall be then interested in the said Lands and Grounds called the Claxtons and for so long Time as he or they shall continue to be interested therein the

44.

Rent or Sum of 4^s .. 3^d. of like lawful Money for every Ten of Coals such Measure as aforesaid to be won wrought and vended by the said Brandling his Exors Admors or Assns or such other Person or Persons as aforesaid forth and out of the s^d. last mentioned Collieries & Coalmines yearly on the 31st. Day of December in every Year free from all Deductions as aforesaid the first Payment thereof to begin and be made on the 31st. Day of December which shall first happen next after the said Collieries or Coalmines shall have begun to be won & wrought as aforesaid **Provided** always that in Case the said Henry Ellison

[Bud-96]

his Exors Admors or Assns shall at any Time Stop up the Drift in the Lands and Grounds of the s^d. Henry Ellison with which the said Drift to be driven or opened out under the Authority of these Presents is intended to communicate by a Frame Dam or Frame Dams or otherwise so as effectually to prevent the Water from passing into the same from any adjoining Colliery or Coalmines lying to the Rise or Dip of the said Drift that then and in such Case and from thenceforth the said last mentioned hereinbefore reserved Rent shall cease determine and not be paid **In Witness** whereof the said Parties to these Presents have hereunto set

45.

46.

their Hands and Seals the Day and Year first above written
(signed)

[Bud-96]

Lease of Liberty to lay Waggon

Copy

25th. April 1796

47.

Sealed and delivered by
the above named Charles
Brandling (being first
duly Stamped) in the
Presence of
W^m. Grey – Greys Inn

} Cha: Brandling (I.S.)

Way for Leading Coals through Part of
Lands in the Parish of Gateshead called
the Claxtons

The Rev^d: Nathaniel Ellison
to
William Surtees Esq: & others

}

48.

[Bud-96]

This Indenture made the
25th. Day of April in the 36th. Year
of the Reign of our Sovereign Lord George
the 3^d. &c. and in the Year of our Lord
1796 Between the Rev^d. Nathaniel
Ellison of the Town and County of
Newcastle upon Tyne Clerk of the one
Part and Will^m. Surtees of the same
Town & County Esquire, George Waldie
of the same Place Esq. And Jasper
Harrison of Wickham in the County
of Durham Esq. of the other Part
Witnesseth that for and in con-
sideration of the Rents, Covenants,
Provisoos and Agreements hereinafter
reserved and contained on the Part
and Behalf of the said W.S. G.W. &

49.

J.H. their Exors Admors or Assns
to be paid observed and performed and for
divers other good Causes and valuable
Considerations thereunto moving he the
said N.E. hath demised granted
and to farm letten and by these Presents
doth demise grant and to farm let
unto the said W.S. G.W. and J.H.
their Ex^{rs}. Admors and Assns full and
free Liberty Licence Powetr & Authority
to and for the said W.S. G.W. and J.H.
their Exors Admors Workmen Servants &
Assns to enter upon all these two Fields
or Closes called the Chapel Field and
the Engine Field being Part and Parcel
of the Lands and Grounds called or known
by the Name of the Claxtons situate in

50.

[Bud-96]

the Parish of Gateshead in the County
of Durham and to break the soil &
Ground thereof and to lay place and
fix thereon Sleepers Rails Wood Timber
Iron and other Materials for the
Making a Main Waggon Way Bye-

51.

to be made and laid as aforesaid for the
leading and conveying all the Coals
Cinders Brasses and Materials of them
the s^d. W.S. G.W. and J.H. their Exors
Admors & Assns which during the
Term hereby demised shall be won

Way Side Way and Branches where the same shall be necessary so as the said W.S. G.W. and J.H. their Exors Admors or Assns do not use more than one Branch at the same Time and for the same Purpose And also full And free Liberty Licence Power and Authority to pass & repass on Foot or on Horseback or with Waggons Wains carts or any other Carriages in over upon and along the said Ways so

wrought obtained or gotten forth and out of all that Colliery called Sheriff-hill Colliery situated lying and being within and under Gateshead Fell or Gateshead Common in the County of Durham and now in the Possession of them the said W.S. G.W. and J.H. and not any other Coals whatsoever proceeding or wrought or to proceed or be wrought forth or out of ant other Collieries or Coal-mines whatsoever Together also

52.

with full and free Liberty to lead & convey along the said Ways all materials Implements and Things whatsoever necessary for the said Colliery but not for any other Use whatsoever And also full Power Licence & Authority to dig and get Earth Stones Gravel & Rubbish for the amending & repairing the said Ways so as and upon Condition that the s^d. W.S. G.W. & J.H. their Exors Admors & Assns in using exercising and enjoying the Liberties and Privileges aforesaid shall do or commit as little Waste Spoil Damage or Interruption as possibly can or may be (Except and always reserved unto the said N.E. his Exors Admors and Assns forth and out of this present Demise full

[Bud-96]

53.

and free Liberty of Way Leave and Passage in over upon along the said Waggon Way Bye Way Side Way and Branches together also with full Power Liberty and Authority for him the said N.E. his Exors Admors and Assns to demise & and grant to any Person or Persons whomsoever as far as the same shall not be repugnant to or inconsistent with the Powers Liberties and Privileges herein and hereby granted full and free Liberty of Wayleave and Passage for Waggons Wains Carts and other Carriages loaden or unloaden in over upon and along the said Waggon Way Bye Way Side Way and Branches He the said N.E. his Exors Admors or Assns paying to the said W.S. G.W. & J.H.

54.

their Exors Admors or Assns the yearly Sum of two Shillings per Ten per Mile for every Ten of Coals which he the s^d.

[Bud-96]

55.

or Assns or his or their Tenants or Farmers and Occupiers of the Lands and Grounds called the Claxtons and his and their

N.E. his Exors Admors or Assns or his or their Lessee or Lessees shall lead over and along the said Waggon Way Bye Way Side Way and Branches and so in Proportion for a greater or lesser Quantity than a Ten each Ten containing 418 Bolls and each Boll 36 Gallons Winchester Measure or 22 Waggon at 19 Bolls to a Waggon He the said N.E. his Exors Admors and Assns and his and their Lessee and Lessees giving as little Hinderance Interruption or Disterbance as may be the said W.S. G.W. & J.H. their Exors Admors or Assns And also full and free Liberty Power and Authority to and for the said N.E. his Exors Admors

Servants Cattle Workmen Carts and Carriages with Implements of Husbandry or any other materials necessary for the Management Cultivation or Convenience of the said Lands and Grounds called the Claxtons (~~to pass over and along the said Ways so to be made~~) and with all Materials necessary for building or repairing any Farm Houses or other Houses on the said Lands and grounds called the Claxons to pass over and along the said Ways so to be made or used by the said W.S. G.W. and J.H. their Exors Admors or Assns or any Part thereof he and they giving no Hindrance or Interruption that can reasonably be

56.

avoided to the said W.S. G.W. and J.H. their Exors Admors or Assns or his or their Servants Agents and Workmen in passing and repassing along the said Ways And also except and always reserved unto the said N.E. his Exors Admors and Assns and his or their Lessee and Lessees full Power & Authority to lay and place and from Time to Time to repair one or more Waggon Way or Waggon Ways over and across the said Waggon Way Bye Way Side Way and Branches and pass and repass through over and along the same with Horses Wains Waggon Carts or any other Carriages whatsoever loaden or unloaden ao as such Place or Places of such Crossing be made repaired and kept at the Cost and Charges of such the

[Bud-96]

57.

Person or Persons his or their Exors Admors and Assns that shall so uses the same And also except full Powers and Authority to and for the said N.E. Exors Admors and Assns to Stop hinder or obstruct by any Ways ^{^<or>} and Means as the s^d. N. E. his Exors Admors or Assns shall think fit or convenient all Carts Wains Waggon or any other Carriages carrying or loaden with any Coals Cinders or other Things whatsoever (other than and except the Coals Cinders Brasses and Materials which shall be wrought or gotten forth and out of the said Colliery called Sheriff-hill Colliery and such Utensils Materials and Things as shall be provided for and used in and about the same To have and to hold the said Waggon Way Bye Way Side Way and Branches so to be made and laid as aforesaid

58.

[Bud-96]

and the several Powers Liberties and Authorities hereinbefore granted and demised or mentioned or intended so to be with their and every of their Appurtenances (except as before is excepted) unto the said W.S. G.W. and J.H. their Exors Admors and Assns from the 30th. Day of December last past for and during and unto the full End and Term of 9 Years from thenceforth next ensuing and fully to be complete to and ended Yielding and paying therefore yearly and every Year during the said Term of 9 Years hereby demised unto the s^d. N.E. his Exors Admors or Assns the Yearly Rent or Sum of 50 £. of lawful Money of Great Britain free & clear of all Taxes Cesses Charges and deductions whatsoever at two Days or Times in the

59.

Year (that is to say) the 30th. June and the 30th. December in every Year by even and equal Portions the first Payment thereof to begin and be made on the 30th. June next ensuing the Commencement of the said Term whether the said Powers – Liberties or Authorities hereby granted are exercised or not Provided always nevertheless and upon Condition and is the true Intent and Meaning of these Presents and the Parties hereto that if the s^d. yearly Rent hereinbefore reserved or any Part thereof shall happen to be behind or unpaid by the Space of 40 Days next over or after either or any of the s^d. Days or Times of Payment whereon the same ought to be paid as aforesaid then and such Case it shall and may be lawful to and for the s^d. N.E. his Exors

60.

[NB. Text between Red Brackets [] is vertically aligned]

* [and all Costs and Chages in and about the Stopping taking seizing and detaining and filling every

Admors or Assns into and upon the said Waggon Way Bye Way Side Way and branches so to be made by Virtue and in Pursuance of the Powers hereby granted to enter and to stop seize and distrain the Waggons Wains Carts and Carriages and the Coals found therein and the Horses drawing the same passing or repassing in through over or along the said Waggon Way Bye Way Side Way and Branches and the same so seized and distrained or any of them or any Part of them to take with-hold detain and keep or sell and dispose of for the Payment of <or Sums of Money so in Arear and unpaid

[Bud-96]

61.

Provided also if it shall happen that the said Yearly Rent hereinbefore reserved or any Part thereof shall be behind or unpaid by the Space of 60 Days next over or after ^<either or> any of the said Days or Times whereon the same ought to be paid as aforesaid that then and in each such case and ^<from> thenceforth it shall and may be lawful to and for the said N.E. his Exors Admors or Assns into and upon the said Waggon Way Bye Way Side Way and Branches so to be made as aforesaid or any Part thereof in the name of the whole to re-enter and the same to have again retain repossess & enjoy as in his and their former Estate any Thing in these Presents contained to the contrary

such as afore s^d. * >
Distress ^] the said Rent ^ until the same shall be fully satisfied and paid rendering the Overplus (if any there be) to the s^d. W.S. G.W. and J.H. their Exors Admors or Assns

notwithstanding And the said W.S. G.W. & J.H. for themselves jointly and severally and for their joint and several Heirs

62.

Exors and Admors do hereby covenant promise and agree to and with the said N.E. his Exors Admors and Assns & every of them by these Presents in Manner following (that is to say) That they the said W.S. G.W. and J.H. their Exors Admors or Assns shall and will from Time to Time and at all Times during the said Term hereby demised well and truly pay or cause to be paid unto the said N.E. his Exors Admors or Assns the said yearly Rent or Sum of 50 £. hereinbefore reserved and made payable on the Days and Times and in Manner above mentioned for Payment thereof according to the true Intent and Meaning of these Presents And also shall and will from Time to Time

[Bud-96]

63.

and at all Times during the Term hereby demised well and truly pay and discharge all and all manner of Taxes Rates Charges and Assessments Parliamentary or Parochial whatsoever which during the said Term shall be laid or imposed upon the s^d. demised Premises or any Part thereof And also that they the said W.S. G.W. and J.H. their Exors Admors or Assns shall and will from Time to Time and at all Times during the said Term at his and Their own proper Costs and Charges maintain uphold and keep the said Waggon Way Bye Way Side Way & Branches And also all Gates Bars Posts & Rails placed and to be placed upon the said Waggon Way Bye Way Side Way and Branches in by and with all and all Manner of needful and necessary Reparations And also

64.

that in such Parts of the said two Fields where the Walls Hedges or Fences shall be broken or laid open by the laying or using the said Waggon Way Bye Way Side Way & Branches they the said W.S. G.W. and J.H. their Exors Admors or Assns shall and will at their own proper

[Bud-96]

65.

him the said N.E. his Exors Admors or Assns or to any of his Tenants or Farmers by horses or other Cattle trespassing through Neglect or Default of Repairing Maintaining Keeping shut and locking the said Gates or Rails And also shall and will from Time to Time during the said Term within

Costs and Charges immediately after such Walls Hedges or Fences are broke set fix place and maintain good & sufficient Gates or Rails and Stoops and provide Locks for the same and employ the Tenants or Farmers of the said Lands and Grounds called the Claxton to keep the same provided such Tenants or Farmers will keep the same ^<as> well and at as low a Price as any other Person and to take Care as much as may be that no Damage be done to

one Month after they shall be there^<un>to requested pay or make sufficient Recompence and Satisfaction to the said N.E. his Exors Admors or Assns or to his or their Tenants or Farmers for all such Damages as shall happen by such Trespass or Trespasses as aforesaid And also shall and will from Time to Time during The said Term hereby demised on the Days on which the said Yearly Rent is appointed

66.

to be paid as aforesaid well and truly pay or cause to be paid to the said N.E. his Exors Admors or Assns or his or their Tenants or Farmers reasonable Satisfaction for all Damages or Spoil of Ground to be occasioned by the making and using the said Waggon Way Bye way Side Way & Branches or by the Use or Exercise of all or any of the Powers Liberties and Authorities herein before demised such Satisfaction to be adjusted and ascertained by two indifferent Person one to be named by the said N.E. his Exors Admors or Assns or their Tenants or Farmers and the other by the s^d. W.S. G.W. and J.H. their Exors Admors or Assns And in Case of

[Bud-96]

67.

their Disagreement by a third Person to be named by such two Persons And shall and will within the Space of 6 Months next after the End or Expiration or other sooner Determination of the said Term if thereunto requested by the said N.E. his Exors Admors or Assns well and sufficiently level all and every the Waggon Ways which they the said W.S. G.W. and J.H. their Exors Admors or Assns shall have made & used in Pursuance of the Liberties Powers and Authorities hereby demised so as that such Way or Ways shall be fit for plowing And further that they the said W.S. G.W. and J.H. their Exors Admors or Assns shall not and will not at any Time or Times

68.

during the Term hereby demised permit or suffer any Person or Persons – whomsoever to lead Coals Cinder or any other Things from any other Colliery

[Bud-96]

69.

and Times hereinbefore appointed for the Payment of the Rents hereby reserved the Sum of 2^s .. 6^d. for each and every Cart Waggon Wain or other Carriage so permitted to go or

or Coalmines whatsoever along the said Waggon Way Bye Way Side Way and Branches so to be made in Pursuance of the Powers and Authorities hereby demised And if they the said W.S. G.W. and J.H. their Exors Admors or Assns shall permit or suffer any Coals Cinders or any other Things to be led along the said Waggon Way Bye Way Side Way or Branches or any Part thereof from any other Colliery or Collieries that then and in such Cases they shall and will well and truly pay or cause to be paid unto the said N.E. his Exors Admors or Assns at the Days

pass along the said Waggon Way Bye Way Side Way and Branches or any Part thereof from any other Colliery or Collieries as aforesaid And that it shall and may be lawful for the present Tenants or Farmers or any of the future Tenants or Farmers of the s^d. Lands and Grounds called Claxtons to have take lead and carry away and convert to his or their own Use or Uses for the manuring & improving his or other farm or Farms all the Manure Dung or Compost which shall from Time to Time be found made or bred in or upon the said Waggon Way Bye Way Side-

70.

Way and Branches or any Parts thereof And the said N.E. for himself his Exors Admors and Assns doeth hereby covenant promise and agree to and with the said W.S. G.W. and J.H. their Exors Admors and Assns by these Presents in Manner following (that is to say) that it shall and may be lawful to and for the s^d. W.S. G.W. and J.H. their Exors Admors and Assns (They paying the said yearly Rent hereby reserved and performing all and every the Covenants and Agreements herein mentioned & contained on their Parts to be paid and performed according to the true Intent and Meaning of these Presents) from Time to Time and at all Times during the said Term

[Bud-96]

hereby demised peaceably and quietly to have hold use occupy possess and enjoy the said Waggon Way Bye Way Side Way and Branches Liberties Powers and Authorities herein and hereby or intended to be hereby demised (except as before excepted) without the lawful Let Suit Trouble & Molestation Interruption Eviction or Disturbance of the said N.E. his Exors Admors or Assns or any other Person or Persons whatsoever lawfully claiming or to claim from by or under him them or any of them And further in Case the said N.E. his Exors Admors or Assns or his or their Lessee or Lessees shall during the Term hereby demised lead any Coals over and along the said Waggon Way Bye Way Sideway

71.

72.

and Branches so to be made by Virtue of the Powers hereincontained that then and in such Case and from thenceforth he the said N.E. his Exors Admors or Assns or his or their Lessee or Lessees shall and will well and truly pay or cause to be paid unto the said W.S. G.W. and J.H. their Exors Admors or Assns the yearly Rent or Sum of 2^{sh}. per Ten per Mile for every Ten of Coals (such Measure as aforesaid) that shall be led over and along the said Waggon Way Bye Way Side Way and Branches The same to be paid at two Days or Times in the Year (that is to say) the 30th. Day of June and the 30th. Day of December the first Payment to begin and

[Bud-96]

73.

be made on such of the said Days as shall happen next after such Leading as aforesaid And lastly it is hereby declared and agreed by and between all the said Parties to these Presents that in Case any Dispute or Difference shall happen to arise between the s^d. N.E. his Exors Admors or Assns and the said W.S. G.W. and J.H. their Exors Admors or Assns touching and concerning the said Waggon Wat Bye Way Side Way and Branches or the Exercise and Enjoyment of any of the Powers and Authority hereby demised or any other Matter or Thing herein contained that in every such Case the same shall within the Space of One Calendar Month after such Difference

74.

shall happen be referred to two indifferent Persons one to be chosen by the said N.E. his Exors Admors or Assns and the other by the said W.S. G.W. and J.H. their Exors Admors or Assns and in Case such two Persons shall not agree in their Determination then the same shall be settled and determined by a third Person to be chosen by two Persons for that Purpose The Awards of the said two Persons to be made within two Calendar Months after their Appointment and the Award of such third Person to made within one Month after his Appointment Provided

[Bud-96]

75.

declared that in Case of any such Difference as aforesaid arising and either the said N.E. his Exors Admors or Assns or the said W.S. G.W. and J.H. their Exors Admors or Assns shall neglect to appoint a Person Arbitrator as aforesaid for the Space of one Calendar Month after Notice shall have been given in Writing or left at the usual Place of Abode of the said N.E. his Exors Admors or Assns by the said W.S. G.W. and J.H. their Exors Admors or Assns or left at the usual Place of abode of the said W.S. G.W. and J.H. their Exors Admors or Assns by the said N.E. his Exors Admors or Assns of the Appointment of an Arbitrator by the said Party so giving

always and it is hereby further

the Notice that then and in such Case the

76.

[Bud-96]

Party or Parties who shall have given such Notice as aforesaid shall proceed to name another Person Arbitrator along with such Person so named as aforesaid which two Persons shall proceed as effectually as if the said Arbitrators had been appointed one by each Party
 In Witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands & Seals the Day and Year first ^<within>herein written.

Signed sealed and delivered
 (being first duly stamped) by
 the within named W.S. G.W.
 and J.H.in the Presence of us

} W.S. ()
 } G.W. ()
 } J.H. ()

W^m. Henderson
 Cuth^t. Brown.

77.

[Bud-96]