

27 Mar 1767 William Wharton to George Baker

[Note: This is a summary of a dispute between William Wharton and Jacob Earl who claimed to have entered a partnership with William Teasdale to work a lead mining lease at Embley Fell near the Devil's Water in Hexhamshire, with judgment from the Lord Chancellor. First named plaintiff and defendant are given in this transcript as principal 'correspondents' for indexing purposes. The original document was found amongst Hexham Manor Court papers.]

Lord Chancellor

Friday the 27th Day of March in the 7th Year of the Reign of His Majesty King George the Third 1767. Between Wm. Wharton and Jacob Earl Plaintiffs Geo. Baker Esq. & Wm. Teasdale Defendants

Upon opening of the matter this present day unto the Right Honourable the Lord High Chancellor of Great Britain by Mr Attorney General being of counsel with the Defendant Teasdale It was alleged that the Defendant Baker being owner of certain Leadmines at Emley Fell in the County of Northumberland he entered into an agreement with the Defendant Teasdale for working the said mines from Christmas 1761 for three years at the price of £1..1s for each Bing of ore which the Defendant Teasdale should work & deliver to the Defendant Baker his Stewards or Agents. That the Plaintiffs having applied to the Defendant Teasdale to become partners in the said Work in certain proportions he agreed thereto And the Defendant Teasdale continued to carry on the said works till June 1762 when the same not proving successful the Defendant Baker agreed to give him £1..7s per Bing to the end of his Tack and £1..1s per Bing for two years after the Expiration of his former Tack and the work was carried on with good success from June 1762 to November 1763 when it was agreed that the former agreements should be at an end and a New Agreement was entered into between the Defendants Baker and Teasdale dated the 2nd day of November 1763 whereby the said Defendant Teasdale was to have a Lease of the Mines for 12 years and the Defendant Baker was to pay him £1..3s for the first six years and £1..5s per Bing for the last six years. And the Defendant Teasdale worked the said Mines from November 1763 till June 1764 when the same became so overpowered with water that he has not worked them ever since. That disputes having arisen between the Plaintiffs and the Defendant Teasdale in Relation to their said partnership the Plaintiffs Exhibited their Bill into this Court against the Defendants among other things to have an account of the Profits arising on Working the said Mines and to be paid what shall appear to be due to them on the Balance of that Account to which Bill the Defendants have put in their answer and the Defendant Baker by his answer says he has been informed by his Agent there is due from him at the rate of £1..3s per Bing the sum of £744..19s..9d out of which he claims several deductions Amounting to £163..11s..0d and also various deductions and allowances out of which he has not yet got the particulars That it

appears by the Affidavit of the Defendant Teasdale that there is now justly due and owing from the Defendant Baker to him or in case the Plaintiffs are to be admitted his partners (which he doth nor admit) then to the said Plaintiffs and him the sum of £700 and upwards for and on account of working the said Leadmines under and by virtue of an agreement between the Defendant and the said Baker touching the working the said Mines dated the 2nd day of November 1763 out of which moneys there was justly and bona fide due and owing from the Defendant Teasdale or in the case aforesaid from the Plaintiffs and the said Defendant to the Under Workmen and Labourers employed to Work the said Mines after the making the said agreement the sum of £540 and upwards and saith that the said Under workmen and Labourers are about 40 in number and many of them are very poor and necessitous and have nothing wherewith to subsist themselves and Family but the earnings of their daily labour And that the said money due to the said Under Workmen and Labourers became due to them so long ago as during the latter part of the month of November 1763 and in the several successive months to and with the month of June 1764 and for and on account of the very Lead Ore for which the said money is so due from the Defendant Baker as aforesaid and saith that none of the Under Workmen or Labourers have received from him or from any other person or persons whomsoever any sum or sums of money whatsoever for or on account of the said money so due to them as aforesaid Save and except the sum of £100 or thereabouts which he hath been obliged out of his own money and upon his own private credit to pay or to engage to pay to and for the said Under workmen and Labourers for their immediate subsistence and that most of the said Under workmen and Labourers are so very poor and necessitous that they have already suffered very Great and Severe Distresses by reason of the non-payment of the said money so due to them as aforesaid and must still continue to suffer an additional distress in case the said money be not immediately paid And that he paid and engaged to pay the sd. £100 in part of the said £540 to and for the said Under Workmen and Labourers at a very great inconvenience to himself and merely out of compassion to their distressed condition notwithstanding he had not then nor yet hath in his hands any moneys whatsoever either by virtue of the said agreement before mentioned or any other agreement whatsoever between the said Defendant Baker and him or otherwise howsoever for or on account of or relating or belonging to the said Leadmines And that in case the said money due to the said Under Workmen and Labourers for the working of the said Mines was paid to them out of the said money due from the said George Baker as aforesaid it would not as he believes be attended with any disadvantage or inconvenience to the said Plaintiffs whatever interest they may pretend to have in the said mines but on the other hand would preserve from very great distress and misery the said Under workmen and Labourers who with great labour and industry and at the Hazard of their lives justly earned the said money so due to them as aforesaid and that the said Defendant Baker hath lately demanded some allowances out of the said moneys so due from him as aforesaid But that over and above all Just and reasonable Allowance there is in the hands of the said Defendant Baker a sum of money more than sufficient to satisfy the moneys due to the said Under Workmen and Labourers as

aforesaid but in order to obviate any difficulty that might arise till the allowances so claimed by the said Defendant Baker as aforesaid can be settled He doth not doubt that the said Under workmen and Labourers will be very well contented for the present time in case the sum of £350 be paid into the hands of him out of the moneys in the hands of the said Defendant Baker in order to be applied in part discharge of the moneys now remaining due to them as aforesaid And therefore It was prayed that the said defendant Geo. Baker may out of the money admitted to be due from him pay unto the said Defendant Teasdale £350 to be by him applied towards payment of the arrears of wages to the Under Workmen and Labourers employed by the said Defendant Teasdale in working the said Leadmines which upon hearing of Mr Perryn of Counsel for the Defendant Baker and of Mr Solicitor General of Counsel for the Plaintiff and the said Affidavit of the Defendant Teasdale Read is ordered accordingly.