

[This is a small file of papers amongst those left by John Erasmus Blackett, chief agent to the Blacketts and Beaumonts between 1776 and 1804. He was the main witness defending the rights of the Beaumonts against the successful cause brought by the Bishop of Durham to have their composition increased in lieu of 'lot ore' in Weardale. Some of the early letters in this file relate to the 1799 Weardale enclosure, as if brought forward by JEB to demonstrate co-operation between Bishop and the Beaumonts on other matters.]

11 May 1798 William Emm to John Erasmus Blackett

Dear Sir,

Messrs. Drummonds having informed my Lord Bishop of Durham that Col. Beaumonts Agents had made no Remittances this Year on Account of the Lead Ores <Dues>; allow me to put you in mind of the nature of the Agreement by which the payments are to be made Quarterly and to request that you will order them to be punctually observed and all arrears paid as soon as possible.

I am, with great respect, Dear Sir Your very obedt. Hble Servt.

Willm. Emm

Auckland Castle May 11th 1798.

8 Sep 1798 Thomas Maynard to John Erasmus Blackett

Durham Sepr. 8th 1798. –

Sir

Being now engaged in settling the Accounts of the late Mr. Pearson with the Bishop of Durham & being in Want of some Information relative to the Charge against Coll. Beaumont as Moor Master of Weardale I will be very much obliged to you if you will furnish me with Copies of the Rects. given for this Charge for Seven Years past. –

As his Lordship wishes this Account to be settled in the Course of a few Days I will take it as a Favor if you will let me have a speedy Answer.

I am Sir Your very obedt. Servant

Tho:s Maynard

[Annotation in JEB's hand:] ansd. from Morpeth 10th Sepr.
[on reverse:] J E Blackett / Newcastle

10 Oct 1798 J Burton to William Wilson

Dear Sir,

I have perused the decree of the Court of Exchr. In 1667 when Sr. Matthew Hall was Lord Chief Baron, as well as the Act of Parlt. of the following Year enabling the Bishop of Durham to grant Leases for three Lives, & from these Instruments I am clearly of Opinion that the Tithe of the Ore is to be set out for the Rector clean & well wash'd as soon as it is ready for the smelting Mill, & that it is not subject to any Deduction for the Bishop's Ninth or to any other Deduction whatever. With respect to your other queries, I am sorry to say that my Engagements of Business as well as others, & the State of my Eyes have not allowed me to look carefully into your other papers; but as far as I can judge from what you have told me, & from the Verdict & decree there seems to be fair ground for demanding the Tithe out of the Freehold lands as well as the rest.

If your Claim has hitherto been too much narrowed it ought certain to be extended, before you endeavour to enforce it by law.

I should think the Moduses would not cover the Ore in the new Allotments. But Lord Burford cannot be made responsible for his Tenants, unless he has agreed to become so. –

I am Sir Your very faithfull Hble Servt.

J. Burton

[Annotated on reverse:] Copy of Mr Burton's opinion respecting the division of the Lead Ore & the Moduses at Biggins – Octr. 10 – 1798

Your Papers are at Mrs. Halheads

The Revd. W. Wilson, Wolsingham

16 Jan 1799 Arthur Mowbray to John Erasmus Blackett

Sherburn 16 Jany. 1799.

Sir

I daresay Mr. Bell will have informed you what passed at the meeting in Weardale on the 14th Instant. I was in hopes you would have been pleased to have directed Mr. Emmerson, or some one of Coll. Beaumonts principal Agents, to have given the Bill support, Indeed I felt a little on the Occasion, when I was informed that Mr. Bell had been desired to acquaint them, that they were not at liberty to say one Word on the behalf of the Coll. – the effect was they in consequence said nothing at all, and which no doubt had an effect and caused several to believe the Col. is not Friendly to the Division. Will you have the goodness to Write to some one of the Agents, and put the matter into a proper channel, as after the Cols. promising The Bishop of Durham that he wd. give the Bill every support provided it was on fair grounds, - and it having been with you on his behalf - & also before his Law Agent, and met as I conceived the fullest approbation. – I cannot for a Moment suppose it to be on any other ground, but that of a Mistake, which you will have the goodness to set right.

I am Sir, your obt Hble Servt.
Arthur Mowbray

Eras. Blakett Esqr.

16 Aug 1799 George Bramwell to Rowland Burdon

[Note: Bramwell was the Clerk to the House of Commons and Burdon was MP for Durham 1790-1806]

No. 3 Paper Buildings Temple 16th Aug. 1799

Dear Sir,

The Amendments in the Stanhope Inclosure Bill, alluded to in your Letter, were made by Lord Walsingham they were resisted by Mr. Scruton and myself, but his Lordship having made the same Amendments about the same Time in some other Bills, could not be prevailed upon to relinquish them.

They appeared to us, rather Matter of Form than as introducing any material Alteration in the Effect of the Clauses, as originally prepared, I have compared the Print of the Bill as brought into the House of Commons, with a print of the Act as passed and it appears that the Bishop of Durham and his Lessees have the right of Working Lead Mines (without paying any Damages to the Land Owners) clearly reserved to them, except only as to such Damages as shall be done to any Buildings erected upon any Allotments, in working the Mines – the Effect of Lord Walsingham's Amendments I conceive to be confined to this, - that if in working the Lead mines, any Houses or other Buildings shall be damaged, the Persons working the Mines, and not the proprietors of the Allotments (who are liable to make compensation for all other Damages, occasioned by working the Mines) shall make Compensation for the Damages done to such Buildings.

This Lord Walsingham considered as a settled Principle, and as Mr. Scruton was confident that no Buildings would ever be erected where any Lead mines are or will hereafter be worked, it was not considered that the Amendments were of consequence – If Mr. Scruton did not apprise the Bishop of Durham of Lord Walsingham's Intention to make these amendments, which should have been done, I suppose it was because they had left Town before he was apprized of such Intention.

I will be much obliged to you to take an opportunity of giving this Explanation of the Matter, to the Bishop of Durham, as I should be very sorry if any Impression should be made upon his Lordships Mind that a proper attention had not been paid to his Lordships Interests.

23 Aug 1799 Shute Barrington to Thomas Richard Beaumont

Dear Sir,

Previous to my questioning Mr Scruton relative to the omitted clause in the Weardale Act, I thought it advisable to inquire of Mr Burdon, as chairman of that Committee, what he knew of the matter. He was clear that no attention had been made in the consent bill, while in the House of Commons; & said he would write to Mr Bramwell the clerk, who acted in concert with Mr Scruton in soliciting the bill. I transmit herewith his answer to Mr Burdon, w[hic]h exculpates Mr Scruton from every other imputation except of not apprising me of Lord Walsingham's objection. For though I probably was absent from London at the time, I should certainly have returned thither for the purpose of discussing it with his Lordship.

Mrs Barrington unites with me in kind comp[li]ment[s] to Mrs Beaumont & you.

I am, Dear Sir, with much regard Your faithful servant

S. Dunelm

Colonel Beaumont.

[annotated on reverse in JEB's hand:] 'Bishop of Durhams letter to Col. Beaumont 23 August 1799 & Copy of letter from Clerk of the H. Of Comms. 16 Augt. 1799 relative to the Division of Weardale Commons & Stinted Pastures'

14 May 1802 John Erasmus Blackett

[Note: The document is unsigned but appears to be in the form of minutes taken by or for JEB. There are several corrections made to the original document in what appears to be his hand. Most of these points appear in letters from JEB to Col Beaumont on the 15th and 18th May (TWA/DF.Hug 149) transcripts are available elsewhere in 'Dukesfield Documents']

[Cover:] Minutes of what passed at a Meeting between Arth. Mowbray & S. Cassells on the part of the Lord Bishop of Durham & of John E. Blackett on the part of Thomas R Beaumont & Diana his Wife on Friday Noon 14 May 1802

On Friday Noon the 14th May 1802, Jno. E. Blackett was called upon at his House in Charlotte Square Newcastle by Mr. Arthur Mowbray of Durham, Agent of the Lord Bishop of Durham, and another Person unknown to J.E. Blackett at that time, who Mr. Mowbray introduced to J.E.B. as Mr. Cassells an Agent of the Bishops. Mr. Mowbray told J.E.Blackett, that he called upon him as Agent of Colonel & Mrs. Beaumont, to demand in behalf of the Bishop, an Account of the Lead Ore raised in the Mines of Weardale, under Lease from the Bishop of Durham to Mr. & Mrs. Beaumont, from the time that the Bishop had been in Possession of the See of Durham; J.E. Blackett asked him for what Purpose he made the Demand: he answered that the Bishop had reason to believe, that the sum which he has received as a Compensation for his one ninth, or Lot

Ore, was far from being an Equivalent to the Sum that he was entitled to for his one ninth part of the Ore: on J.E. Blackett telling him, that there was a subsisting Agreement between the Bishop and the late Sir Tho. Blackett for a Sum paid annually in Lieu of his Lot Ore; Mr. Mowbray said, that the Agreement entered into with the late Sir Thos. Blackett, could not be binding on the Bishop; [inserted in another hand: 'JE Blackett <another opinion>'] that in Case it was no Agreement, it must fall to the Ground; but [struck out: 'J. E. Blackett answered him'], that Mr. & Mrs. Beaumont looked upon it as a legal Agreement, equally binding on the Bishop, as on themselves, and that in Case of those Mines totally failing, that Mr. & Mrs. Beaumont [word scratched out & replaced with: 'thought'] themselves subject to pay the Bishop the Sum agreed on, during the time that he remained in Possession of the See of Durham; to which Mr. Mowbray gave J.E. Blackett no Answer, but produced a Letter from the Bishop to him, wherein the Bishop expressed himself [inserted in a different hand: 'in strong terms'] against J.E. Blackett for having deceived him in making the Agreement for his Lot Ore, in being told by J.E. Blackett, that the Sum offered the Bishop (and for which the Agreement was entered into) was a full Compensation for the Value of his Lot Ore, and that J.E. Blackett made this Declaration on his Honour, and in a solemn Manner; and that the said Declaration of J.E. Blackett to the Bishop, induced him to enter into the Agreement with the late Sir Thos. Blackett for his Lot Ore, but that since that time, finding that he had been deceived by J.E. Blackett, that he looked on the Agreement to be void, or Words to that Effect: after J.E. Blackett having read that Letter of the Bishops, he declared to Mr. Mowbray and Mr. Cassells, that he made no such Declaration to the Bishop, as was expressed in his Letter, at the time of making the Agreement and he with some Warmth declared that he was ready to make Oath to that Effect, in any Court in the Kingdom, when called on for the Purpose: J.E. Blackett declined complying with Mr. Mowbray's Demand of having an Account of the Quantity of Ore raised, as before specified, but said that he would acquaint Mr. & Mrs. Beaumont with the Application made, and would follow their Directions: Mr. Mowbray desired that J.E. Blackett would acquaint Mr. Cassells with the Answer of Mr. & Mrs. Beaumont, which J.E. Blackett said that he would do, but understanding that there had been some Correspondence between them and the Bishop of Durham on the Business, he thought that his writing to Mr. Cassells unnecessary.

When J.E. Blackett was made acquainted with the Business on which Mr. Mowbray applied to him, not having heard [inserted in another hand: that] the Bishop was so far dissatisfied with the Agreement entered into for his Lot Ore, as to use his Endeavour to set it aside, he was struck with Mr. Mowbray bringing with him Mr. Cassells to a private Interview [inserted in another hand: with JEB] without any previous Information of the Business: J. E. Blackett could not avoid looking on it as a very unhandsome Treatment calculated for the Purpose of taking J.E. Blackett unprepared. –
[signed] John E. Blackett

7 Sep 1802 John Erasmus Blackett to R Wilson

[Note: Author not stated but context suggests it was prepared by Blackett or one of his agents]

[Cover:] Further Instructions sent R. Wilson Esq – Sept. 7: 1802 – to enable him to prepare an Answer to the Bill filed by Bp. Durham against Mr. & Mrs. Beaumont.

At the time of making the Agreement with the Lord Bishop of Durham for his Lot Ore or 1/9th of the Ore raised in the Weardale Leadmines, he did not require to be informed of the Quantity raised the Year preceeding, nor any Number of Years, on an Average; Had he done so [inserted; '?'] It would have been complied with: See a part of J.E. Blackett's Letter to the Bishop of Durham's Agent Mr. Rich. Burns dated the 17th June 1791, making an offer of £850 p. Ann. for the Lot Ore, the Sum which the former Bishop received. –

'When his Lordship has informed himself fully & taken this Matter into Consideration, you will be pleased to favour me with an Answer.'

From which it appears evident that J.E. Blackett did not endeavour to take any unfair Advantage of the Bishop in the making of the Agreement for his Lot Ore.

The Quantity of Ore raised from those Mines, fluctuates from Year to Year. – on an Average of the five Years proceeding the Agreement with the Bishop, the Quantity raised was as near as can be calculated 12,164 ½ Bings; in the Year of the Agreement 1791 there was 15,5[blank]1 ¾ Bings raised; in the Year 1792 10,090 ¼ Bings. And in the Year 1801 11,395 ¼ Bings. Had the Dues been taken in kind, or the Composition advanced in the Proportion expected by the Bishop, his Lessees Mr. & Mrs. Beaumont must be considerable Losers by the working of those Mines, which cannot be done in that full & extensive Manner, that they have been carried on, without evident Loss to the Lessees, without a favourable Agreement for the Lot and Tithe Ore.

The Value of the Ore and Price of Lead is uncertain & fluctuates almost as much as the Quantity of Ore raised the Average Price of Ore from the Accounts of the Gov. & Lead Company from the Year 1774 to the Year 1801 is £2 – 19 – ,, the Bing: at the Alston Moor Mines it has been sold this present Year from £5 – 15 – ,, to £6 – ,, the Bing. – J.E. Blackett has sold Lead at £11 the for. the present Year, he has sold it at £30 the Foddr. this being the Case the present Price of Lead should not be taken into Consideration respecting the Agreement for the Lot Ore, it being a mere Contingency.

1 Mar 1805 John Erasmus Blackett

[Note: This undated and unsigned document contains notes relating to the evidence given by John Erasmus Blackett to the Commission for the examination of Witnesses on the 26th March 1805 in the case of the Bishop of Durham versus the Beaumonts, and so

is given a date here of 1st March, despite what appears to be the later insertion of a date range running up to 1807. The notes appear to be in JEB's hand.]

The Lot Ore has in General been Compounded for From the Years 1726 to 1741. £350 was accepted In those Years. 1742, 1743, 1744 it was taken in kind. From the Years 1744 to the Years 1787 £350 was again accepted in lieu of the Lot Ore. B.

Trevor

B. Egerton In the Years 1777 to 1787 £350 p. an.

In the Year 1787 it was advanced to the Sum of £850 – under the Bishop Thurlow until the Year 1791 when it was advanced to the Sum of £925 under the Agreement with the present Bishop

JEB wrote to the Bishops Agent Mr. Burn the 17th June 1791 - £850 off[ere]d

The first Meeting at Durham with the present Bishop of Durham JEB thinks was the 17th or 18th August 1791 when the Bishop demanded £950 pp an. JEB offered £900 pp an. JEB proposed splitting the difference which the Bishop did not seem to <averse> to, but JEB did not consider the Agreement finally concluded until the Meeting at the Turks Head at N castle on the 1st Sepr. 1791 when the Bishop again proposed some questions to JEB which he ans

The Composition for the Rector of Stanhope

One tenth of the Ore was from 1776 to 1787 £315 p. An.

1787 to 1792 480

Agreed with the Rector for yrs 1793 to 1799 900

1799 to 1807 1500

The Rector was sensible it was <much before> the full Value

There was a loss of £10,000 & <upwards> by the working of Wolfcleugh Mine in the course of 14 Years – The Winning of Breckonsike Mine cost <upwards> of £9000 –

It has at all times since JEB has been concerned for his Relations the late Sir Walter Blackett & the late Sir Thomas Blackett been considered by them that unless they had a favourable agreement for the Lot & Tyth Ore that under the heavy charges on these Mines that it would not be advisable to attempt any Expensive Workings when <the same so> might be doubtfull & <that of> the former Bishops have at all times considered the calamity that must be the consequence to that part of the Country within their Diocese in case a Great part of the mines were laid off work and <Numbers> of Workmen of course discharged which would be the case unless such favorable agreement for the Lot & Tyth Ore took Place to encourage the Lessees to carry on the Works extensively.

Sir Thomas Blackett Died the 10th July 1792

On the 14th May 1802 Mr. Mowbray & Mr. Cassells Agents of the Bishop of Durham called on JEB at his House in Newcastle & made a Demand

26 Mar 1805 John Erasmus Blackett

[Note: The letters included towards the end of this deposition given by JEB are also to be found in the agent's copy letter book NRO 672/E/1E/5 and available in 'Dukesfield Documents' under the original dates in 1787]

[Cover:] JEBlackett's Answers to the Interrogatories under a Commission for the examination of Witnesses on the 26th March 1805 in Beaumonts Suit with Bp. Durham

To the first Interrogatory – Knowledge of Parties & of Sir Thomas Blackett

J.E.B. has known the parties Complainants and Defendants a number of Years, the Complainant since the year 1791 when he came into the possession of the See of Durham – the Defendant since the year 1779 – J:E:B: knew the late Sir Tho Blackett of Bretton from the year 1777 until the time of his Death in the year 1792 –

To the second Interrogatory: To prove the knowledge of the Leadmines –

J:E:B: is not locally acquainted with the several Leadmines in the Parishes of Stanhope and Wolsingham belonging to the Lord Bishop of Durham in the County Palatine of Durham otherwise than by report of the several Lead Stewards, nor does he know, otherwise than by report, that those Mines are in Weardale; which they have always been termed to be, -

J:E:B: at first became acquainted with the business of these Mines by transacting business for his late relation Sir Walter Blackett Bart. until his death in 1777, and that these are the Mines which were leased by Thomas late Lord Bishop of Durham to the late Sir Thomas Blackett by two Leases which to the best of J:E:B:s recollection and belief are dated on or about the 20th October 1790, which said Leases were granted upon the Surrender of two Leases from John Lord Bishop of Durham to the said Sir Thomas Blackett bearing date respectively the 29th: Jany . 1783 – on the death of Sir Walter Blackett the property in the Weardale Mines under Lease from the Lord Bishop of Durham descended to Sir Thomas Wentworth who took the name of Blackett; from which time J:E:B: transacted the business of those Mines on behalf of Sir Thomas Blackett –

To the 3rd: Interrogatory: That the Mines have since 1791 become more productive in consequence of new discoveries and great additional expence.

It appears by the Leadmine Agents Accounts that the Mines in question have been more productive since the year ending the 30th: Sept: 1791 but whether they were so in the Months of June and July in that year J.E.B. cannot set forth. – That in consequence of an Agreement having been entered into by Sir Tho: Blackett with the Complainant for his One Ninth Lot Ore Sir Tho Blackett was encouraged to expend very considerable Sums in carrying forward some expensive Levels, and making other new trials, particularly in the winning of Breckensike Mine, in consequence of which the Mines in question became more productive

To the 4th: Interrogy: To prove that at that time Breckonsike Mine was not thought to be productive but that it has since become more productive

J:E:B: does not know Breckonsike Mine otherwise than by report of the Leadmine Agents from whose information he believes the said Mine was not in the smallest degree productive in the year 1791 but that in consequence of the large Sum of Money afterwards expended in winning the said Mine it was expected to be productive and actually became so in the Year 1798. That the said Mine was not in the Year 1791 considered very valuable may be inferred from the circumstance of a Moiety of it with four others [inserted here: 'Lot 5. Viz. 1 Breckonsike Mine 2 Greenfield – do – 3 Broadmear – do – 4 Rogers Well – do- 5 Greenwell Mine'] having been purchased in the Month of January in that year at a Publick Sale by Sir Thomas Blackett for the sum of £700.

5th Interrogatory - Requires no answer from Mr. Blackett

To the 6th Interrogy:

In the opinion of J:E:B: it would not have been prudent or adviseable in Sir Tho Blackett or the Defendants to have wrought the Mines in the 2nd. Interrog. enquired after in the manner they have done since the year 1791 unless the said Sir Tho. Blackett or these Defendants had obtained encouraging terms for the Lot and Tithe Ore of those Mines: but whether it would have been adviseable for the said Sir Thos. Blackett or these Defendants to have so wrought the Mines unless the Price of Lead exceeded the Sum of £20 p Fother this Deponent cannot set forth –

That in case the Bishop had received his Lot Ore in kind J.E.B. conceives it would not have been for the Interest of the late Sir Thos Blackett or of the Defendants since his death to have wrought the Weardale Mines to the extent they have been wrought, and that in case the Bishop had insisted upon his Lot Ore in kind J.E.B. would have recommended them to work only the most profitable Mines and to lay in the others as was the Case in the lifetime of the late Sir Walter Blackett, when on two occasions, when the Lessor endeavoured an advance of the Composition which at those times was no more than £350 p Annum, Sir W. Blackett resisted the demand and in consequence laid off great part of the expensive Workings, and the Dues were for a time taken in kind, but the Lessor being sensible of the disadvantage attending his not compounding for his Dues, soon afterwards accepted of the Former Composition of £350

To the 7th Interrogy. - To prove what passed on the Treaty with the Bishop -

On the 17th. June 1791 J.E.B. entered into a correspondence with Mr. Rich: Burn Agent to the Bishop of Durham for a renewal of the Agreement with the Bishop for a Composition for his One Ninth or Lot Ore, and some time afterwards in the same year J.E.B. had a meeting with the Lord Bishop of Durham, when the Bishops Secretary Mr: William Emm was present – at which meeting to the best of J.E.B's recollection he

offered the Lord Bishop £900 in lieu of his Lot Ore. The Lord Bishop asked 950£ p Annum – at length it was agreed to split the difference, and the Lord Bishop agreed to accept £925 p Annm. in lieu of his Lot Ore in the several Mines in the Parishes of Stanhope and Wolsingham during the time he continued in possession of the See of Durham

J:E:B: declares that he did not at that or any other conversation give the Lord Bishop of Durham any assurance that the £925 p Ann: so accepted by him, was the full value of One Ninth part of the Ore which might be wrought out of those Mines – J:E:B: assured the Bishop that circumstanced as Sir Thomas Blackett was in working of those Mines, £925 the Sum he offered, would in his opinion be a fair Composition or annual rent for the Lord Bishop's One Ninth part of the said Ore. – That the said J:E:B: did not at any interview or conversation with the said Lord Bishop make use of any representation or assurances to induce him to accede to the terms proposed by the said J:E:B otherwise than what is here stated – that what passed as such interviews by letter or in any other conversation is very similar to what took place between the said J.E.B. and the two former Bishops, when agreements were entered into for the Composition for their Lot Ore.

To the 8th Interrogy – To prove that £925. . was in Septr. 1791 a fair Rent

J:E:B: saith he is of opinion that from the circumstance of the expence of the Mines in Weardale being greater than in Alston Moor and other neighbouring places, from the fluctuation in the Price of Lead, and the necessity of paying the whole Rent for the time of the Bishops possession of the See by quarterly payments, although a part or the whole of the Mines might be unproductive that the said Sum of £925 was in the Month of Septemr. 1791 a fair annual Composition for the Lot Ore so leased to the said Sir Thomas Blackett and the said J:E:B: forms this opinion from his knowledge of the nature of Mining concerns in general, and particularly the Mines in question. –

[A slip of paper inserted in the document a few pages later appears to be J.E.B's hand. It seems to refer to the subject of the 8th Interrogatory so is given here:]

Which is the case at present not only with the Lead Mines worked by the Defendt. In their own Property but as JEB is informed in those Mines worked by the Lead Company in Alston Moor & in case of a like failure in the Mines of the Complaint. the Defendt. Would be subject to the Payment of £925 during the life of the Complt or during his being in Possession of the See of Durham

To the 9th Interrogy. - Requires no answer from Mr: Blackett

To the 10th Interrogy. –To prove the Price paid to the late Bishop -

On the 26th May 1787 J.E.B. entered into an Agreement with Thomas late Lord Bishop of Durham for the Ninth part of the Lead Ore wrought out of the said Mines

from the 18th Jany 1787 during his Lordships enjoyment of the Bishoprick of Durham at the yearly Rent of £850

To the 11th Interrogatory – To prove what day the Mining Accounts are made up in each Year, and that the quantity of Ore up to the settling days was more in the year 1786 than afterwards

Prior to the year 1803 the Leadmine Accounts in the 2nd Interrogy: mentioned were made up from the 30th Septr. in one year to the 30th Septr. in another (except in the Year 1792 when upon the Death of Sir Thomas Blackett the Accounts for that year were made up to the 10th July, being the day of his Death) but without specifying the quantity wrought in each Month or any other given period within the year. – That the Accounts of such Leadmines made up prior to the Month of May 1787 were the Accounts between the 30th Sept, 1785 and the 30th Sept. 1786 and the Accounts made up previous to the Months of June and August 1791 were the Accounts between the 30th Sept: 1789 and the 30th Sept: 1790 and the quantity of Ore produced in the Mines leased by Sir Thos: Blackett for the years 1786, 1787, 1788, 1789 & 1790 ending on the usual day on which the Accounts were made up, namely the 30th Septr. in each year are as follow, In the Year 1786 – 12,532 Bings of Ore & 4 Tons 16 Cwt. 2Qrs . lb of Lead, also 119 Bings of Ore in the Partnership Mines in that year In the year 1787- 12131 Bings Ore & 6 Tons Lead also 196 Bgs. of Ore in the Ptnrshp Mines in the same year. In 1788 – 11,299. Bings 2h & 65 Tons 17Cwt. .Qr 20lb of Lead also 189Bs. 2h in the Ptnrshp M. In 1789 – 9998 Bings Ore & 118Tons.2Ct 3Q, 5lb of Lead & 120Bs 1h in the Ptnrshp Mines & In 1790 – 12,350.3Bings Ore & 337.Bs. 2h in the ptnshp Mines also 193 – 6 – 1 – 15 Tons of Lead in the same Year –

[This undated loose paper is today filed with the 1807 Lord Chancellor's Order bit the fugures given appear to link it to the answers to interrogatories given in March 1805, so it is placed here accordingly. It is annotated on reverse:]

Account of ore raised in Weardale from 1786 to 1790

	Bouse Ore raised in Weardale Mines		Weardale Tontale Lead Produced			Total Ore raised in the ptnrship Mines in Weard.		
	Bings	Ho.	Tons	Cw	Qrs	lbs	Bings	Ho
In 1786	12,532		4	16	2	..	119	.
1787	12,131	1	6	196	.
1788	11,299	2	65	17	.	20	189	2
1789	9,998		118	2	3	5	120	1
1790	12,350	3	193	6	1	15	337	2
In five Years	58,311	2	388	..	3	12	962	1
Average	11,662	1	77	12	3	2	192	1 1/2

Supp[ose] The Tontale Lead to have required 4 Bings Ore for each Ton of Lead produced, the Average for the above five Years will then be

bings	
Weardale Bouse Ore	11662 1
Do Tontale do.	310 .
Partnership Mines do	192 1 1/2
	12,164 2 1/2

Ore produced in the partnership Mines from Sept. 30: 1789 to Jany. 1791 as above
337.2

Deduct 1/5 for the quantity raised from Sept.30 1790 to Jany. 1791
67.2

Leaves for the Produce in the year endg. Sept: 30; 1791
270.

To the 12th Interrogy – To prove price of Lead at different periods particularly mentioned in the Bill -

On the 14th day of May 1787 and on the 30th of the same Month Sir Thos Blacketts Agents sold 200 pieces Refd. Lead @ £20 p Fdr. of 21 Cwts. and on the 31st day of the said Month of May they sold 150 pieces Refin'd Lead at £20 p Fother and 210 pieces Common Lead at 19£ - 15s p Fother – On the 14th May 1791 Sir Thos Blacketts Agents sold 240 pieces of Refined Lead at 19£ p Fdr. on the 17th of the same month 20 pieces of Refd. Lead @ 19£ p Fdr. on the 21st of the said Month of May 120 pieces Common Lead at 18£ - 15s - ,, d p Fdr. and on the 25th of the said Month 15 pieces Refind Lead at 19£ p Fother – In the Month of June 1791 not any sale of Lead was made by Sir Thomas Blackett or his Agents but on the 13th and on the 30th days of that Month they sold 132 Casks of Litharge at 19£ - 10s - ,,p p Ton of 20 Cwts. – On the 5th 26th and 28th days of July 1791 Sir Thos. Blacketts Agents sold 89 pieces of Refin'd Lead at 19£ p Fother.

To the 13th Interrogatory – To prove the great fluctuation in the Price of Lead Ore

The Price of Lead and Lead Ore is subject to great variation depending upon the quantities wrought as well as to the quality and demand – the Price of Lead has varied very much between the year 1788 and the year 1801 – not any Lead Ore has been ever purchased or sold by Bing by Sir Thos. Blackett or the Defendants J:E:B: therefore does not know its price. – The highest price of Lead sold by J.E.B. between the year 1788 and 1801 was 25£ - 5s – p Fother, the lowest price of Lead sold in the like Period was 14£ p Fdr.

The highest price of Lead sold by J.E.B. in the year 1790 was 17£ p Fdr. and the lowest Price in that year was 16 - 5 - ,, p Fdr. – The highest price of Lead sold by J:E:B: in 1791 was 20£ p Fdr. and the lowest price in that year was 16£ - 15s - ,, p Fdr. – The highest price of Lead sold by J.E.B. in 1794 was 16£ . 0s . 0 p Fdr. and the lowest price in

that year was 14£ p Fdr. and the highest price of Lead sold by J:E:B: in 1795 was 18£ p Fdr. and the lowest price in that year was 14£ p Fother –

The 14th & 15th Interrogy: Require no answer from Mr. Blackett.

To the 16th Interrogy: To prove handwriting

Upon looking at the Paper Writings now shewn J:E:B: marked respectively with the letters 'A' and 'B' J:E:B: says he is acquainted with the handwriting thereof and that same is in the handwriting of Joshua Straker the late Clerk to Sir T: Blackett and after his Death to the Defendants, and that the name or characters J:E:B: and J:E: Blackett subscribed at the bottom of the said Paper writings and the direction or superscription thereof are also of the handwriting of the said Joshua Straker, who J.E.B. hath very frequently seen write – that the said Joshua Straker died in the Month of August 1798. –

To the 17th Interrog. See sheet annexed for answer

[Annexed sheet, marked '(Page 15)']

JEB. Saith that the Terms and Conditions in which the Leadmines in the 2d. Interrogy: mentioned, belonging to the said Complainant are held by the Defts. in the cause, are as follows – Upon two several Leases for 3 Lives bearing date respectively the 20th day of Octr. 1790 the one being a Lease from [the] late Bishop of Durham to the late Sir T: Blackett Bt. of the Office of Moor Master in Weardale [in] the County of Durham under the yearly rent of £150 and One Ninth part of the Ore gotten in the unenclosed Grounds, called Lot Ore, & also another Lease of the same date, from the said Bishop to the said Sir Thomas Blackett also for 3 Lives of the Mines under the enclosed Grounds, upon the payment of 1/9th part of the Ore gotten therein, called Lot Ore – the whole of which Mines are liable to pay to the Rectors of Stanhope & Wolsingham One Tenth part of the Ore gotten in Lands within their respective parishes for Tithe; but by an Agreement entered into with the Rector of Stanhope the Defendants agree to pay him 1500£ p Ann: in lieu of his Tithe Ore during his incumbency and by an Agreement entered into by the Compt and the late Sir Thos Blackett it was agreed to pay him £925 p Ann. for his Ninth Lot Ore –

JEB. does not of his own knowledge know [inserted here in another hand: 'accurately'] upon what Terms and conditions the adjoining Leadmines belonging to the Commissioners and Governors of Greenwich Hospital or any other of the adjoining Lead Mines in the County of Durham are held by the lessees thereof, and therefore cannot set forth [struck out: 'whether' then inserted in a different hand: 'how far'] the Leadmines held by the Defendants are on [struck out: 'more or'] less favourable terms than such other Mines are held. –

To the last Interrogy.

J.E.B: saith that he never in any conversation with this Complainant or any of his Agents said any thing with an intention to deceive them, but on the contrary fairly and

candidly answered such questions as were put to him, and was ready to have given further information concerning the Working the said Mines had he been requested so to do, and that what passed between JEB and the Complainant in the Treaty of the Agreement entered into between him and Sir Thomas Blackett in the year 1791 was very similar to what passed between JEB. and the two former Bishops when Agreements were entered into for the compensation of their Lot Ore that the exhibits marked with the letters 'A' & 'B' J.E.B. believes to be Copies of Letters wrote by him to George Brooks Esq. Secretary to the late Bishop Egerton on the treaty of an agreement between Sir Thos.: Blackett and the said Bishop for his Lot Ore and which said Copies are in the following words, Namely,

Geo: Brooks Esq – under cover To Richd: Master Esq. Banker M.P. Chancery Lane
London

Newcastle March 21: 1787

Sir

I am favoured with your letter of the 19th Inst. and observe that you have laid my letter, to you, before the Bishop of Durham and that his Lordship waived the Offer made him of the Old Composition because he thinks it insufficient, but is ready to receive Propositions on the part of Sir Thomas Blackett, if we choose to furnish him with an Account of the Value of the Lot Ore for a number of years last past that he may be able to form his judgement upon; I shall acquaint Sir Thomas Blackett with his Lordships answer, but I do not think that Sir Thos. will give more for the Lot Ore for although more Ore has been wrought within these late years than formerly owing to the encouragement of the price of Lead (wch. is very fluctuating) yet was the Lot and Tithe Ore to be taken in kind there could not be that inducement to make fresh trials & not one half of the quantity would be wrought; for some years the late Sir Walter Blackett, & for a couple of years Sir Thomas Blackett, lost Money by the Weardale Lead Mines which may be the case again, & at a time when the Bp. of Durham & the Rector of Stanhope took their Lot & Tithe Ore in kind they were both sufferers by it, & were convinced that it was for their Interest to Compound; the Lot Ore has been kept separate since the Death of the late Bishop & shall continue to be so, until this affair is settled in some shape, wch. should there not be a prospect of doing by the Old Composition we must be under the necessity of laying off all the fresh trials & working only a few things which are the most promising; For the reasons above mentioned an Account of the Value of the Lot Ore for a number of years past cannot answer the purpose of forming a judgement on the matter –

I am &c J: E: B:

Geo. Brooks Esqr. under Cover to Richd. Master Esq: Banker M.P. Chancery Lane
London

Newcastle April 28th 1787

Sir

At my return home this evening from the Lead Mines I found your favour of the 25th inst. by which I observe that the Bp. of Durham is desirous that I should furnish him with some information upon which he may form a judgement of the propriety of accepting or refusing the offer made him by Sir Thos: Blackett as a Composition for his Lot Ore; I really am at a Loss what information to give his Lordship for was I to send him an Account of the Ore wrought in those Mines at any given time? it would mislead him, as it is well known, that by the Composition only, both the late Sir Walter Blackett as well as Sir Thos: Blackett have been enabled to work those Mines to Profit, & was the Lot & Tithe Ore taken in kind Sir Thos: Blackett will be under a necessity of laying in two thirds of the Mines & discharging that proportion of the Workmen. I have had a letter from Mr: Hardinge the Rector of Stanhope, acquainting me that he accepted of Sir Thos: Blackett's Offer of £450 as a Composition for his Tithe Ore, & I am satisfied that his Lordship will find it for his Interest to accept of the offer made him – I am &c:

J: E: Blackett

And the said J.E.B. also saith that he never wrote or said to Sir Thos Blackett or to any other person whomsoever, that he the said JEB had gained an undue advantage over the said Complainant in the beforementioned agreement with him nor did he ever think he had done so – and J:E:B: also saith that without a fair Composition for the said Lot Ore it would not be prudent or safe for the Lessees to work the said Mines in an extensive manner and in order to shew the necessity of such Composition, saith that on Working one of the Mines so held by Lease by the said Sir Thos Blackett and afterwards by the Defendants, namely a Mine called Wolfcleugh Mine there was a loss of upwards of £10,000 during the last fourteen years without including its portion of Rents, Compositions Salaries of Agents or Interest of Capital expended, and that the said Mine still continues unproductive – and the said J.E.B. saith he hath been informed and believes it to be true that the expence of winning the LeadMine called Breckonsike amounted to upwards of Nine Thousand Pounds - * and the said J.E.B. further saith that had the Complainant at the time of the Agreement with him in the year 1791 insisted upon the Rent for the Lot Ore which he now by his Bill states to be reasonable J:E:B: would not have advised Sir Thomas Blackett to give the same nor to give the Rent which he afterwards did for the Tithe Ore due to the Rector of Stanhope.

[Given on a separate sheet:]

(To be inserted on page 19)

* J.E.B. further saith that in furnishing the Accounts to make up the Schedules to the Defts. answer, he omitted at that time to take notice of certain quantities of Ore annually raised by the Governor & Company for smelting down Lead &c. in part of the premises included in the Lease to the said Sir Thos. Blackett, and which are held by the said Governor & Co under the said Defts. which Account furnished by their Agents appears to be as follows. Viz.

Bouse Cutting Total

	Ore	Ore	Bs	Cwt
In the year				
1791				
1792		80	6	
1793		112	6	
1794		132	1	
1795		192	.	
1796		120	7	
1797		201	.	
1798		520	.	
1799		1540	3	
1800		2077	3	
1801		2112	7	
1802		1368	1	

Not having received any Account since the year 1802 J:E:B: is unable to state what quantity of Ore has been raised by the Governor & Co since that time.

(Then follows 'and the said JEB. further saith &c' to the end)

26 Mar 1805 John Erasmus Blackett

[Note: Undated, but the annotation on the reverse of the final page, 'JEB's Answers to Cross Interrogatories', suggest it might be dated to much the same date as the replies to the Interrogatories]

To the 1st Interrog - The first Interrog. requires no answer from Mr. Blackett

To the 2nd Interrog

J.E. Blackett was the Agent of Sir Tho. Blackett and had the superintendence of his Mining Concerns and the control of the Accounts from the year 1777 until his death in 1792 – JEB did not personally direct the working thereof, but took his information from the Agents who had the management of those Mines. Since the Death of Sir Thomas Blackett until the end of the year 1804 J.E.B. continued to act in the same capacity.

To the 3rd Interrog:

JEB saith that the Weardale Mines are held under the Bishop of Durham for the time being and that the Lessees thereof are liable to pay One Ninth part of the Ore raised or a Composition in lieu thereof to the said Bishop & in answer to the remaining part of the Interrog: begs leave to refer to his answer before given to Interrog. No. 7 – JEB does not recollect whether the Bishop of Durham enquired of him whether the Sum accepted

by the late Bishop was the full value of such 1/9th part of the Ore raised in Weardale or not.

To the 4th: Interrog:

JEB saith he waited upon the Bishop of Durham at the request of Sir T. Blackett to obtain a renewal of the Agreement for his 1/9th Lot Ore, but who introduced him to the said Bishop J.E.B. does not recollect – J.E.B. could have informed himself of the quantity of the 1/9th Lot Ore from the Accounts for the years 1787, 1788, 1789 & 1790 but no estimate of the value thereof was ever made by J.E.B. as the quantities wrought in those years were in consequence of a favourable agreement with the late Bishop for his Lot Ore. J.E.B. did not draw any conclusion as to its value therefrom.

To the 5th Interrogatory

J.E.B. saith he could have informed himself of the quantity of the said 1/9th Lot Ore raised in each of the years 1787, 1788, 1789 & 1790 but as those were in consequence of the former Agreement JEB drew no conclusion therefrom; nor could he ascertain its value, inasmuch as he did not know the Price Lead Ore sold for at those times, not having ever either bought nor sold any, but begs leave to refer to his answer before given to the 11th Interrog. for the total quantity of Ore raised in each of those Years. J.E.B. did not know at the time of his interview with the Bishop what was the actual value of such 1/9th part for the reasons before given.

To the 6: Interrog.

JEB saith that the quantities of Ore raised from the Mines in question in this Cause since the Agreement in Sept. 1791 was entered into, are set forth in Schedule annexed to the Def[endan]ts answer. J.E.B. saith that with respect to the Profits arising from such Mines that from the Mode of carrying on the Defendants Lead Mining concerns an accurate account of the Profits arising from the Mines in question cannot be made because the Ore provided therefrom and the Ore provided from the Allendale Mines in North[umberlan]d (the private property of the Defendants) are smelted at the same Mills and no separate Accounts have been kept of the Lead produced from each.

To the 7: Interrog.

JEB saith that certain persons are appointed as superintendants or Managers of Agents at the Leadmines in question and that such persons have directions to report the state of the Mines quarterly, but they do not give any account of the quantities of ore raised until after the expiration of some Months in the succeeding year. The late Mr Emerson was principle [sic] Superintendent or Agent at the Waerdale Mines from the year 1786 to 1792 both inclusive, from whose reports only JEB received information as to the state of those leadmines. Lancelot Allgood was under Agent to Mr Emerson during that period.

To the 8th Interrog -

There were Agents & Clerks employed in keeping & adjusting the Accounts of the said Mines from the year 1787 up to the time of the interview with the Bishop – JEB saith that he doth not believe it was practicable from the mode in which the Mining Acc[oun]ts are kept for any of the Clerks or for the said JEB himself between the 17 June & 1 Sept. 1791 to have made out such an Account of the Ore raised from the said Mines & of the expenses of working the same as would have enabled him to have formed an accurate opinion of the quantity of Ore raised from the said Mines in the final Six Months of the said year 1791. JEB saith that he did not to the best of his recollection ever direct any Agent Clerk or Bookkeeper employed in or about the said Mines to make any such statement or valuation.

To the 9th Interrog:

JEB saith he knew very well that the Sum of £850 - // - was not the full value of the 1/9 Lot Ore during the time B[isho]p Thurlow held the See of Durham, but whether the said Bishop knew the full value of such 1/9th J.E.B. cannot set forth, but saith that it was in consequence of the favourable terms under which the late Sir T: Blackett held those Mines that he was induced to extend the workings in a greater degree than he otherwise would have done in case he had paid to the Bishop his 1/9th or Lot Ore in kind, and by which means a considerable additional quantity of Ore was produced.

To the 10 Interry.

J.E.B. in answer to this Interry. begs leave to refer to his answers already given to Interrog. 12 & 13 which he conceives will fully answer it.

[on reverse:] JEB's Answers to Cross Interrogatories

11 Jul 1807 John Scott

[Note: Summary of the Lord Chancellor's order made in the case. By the summer of 1807 the Lord Chancellor was the High Tory Lord Eldon, John Scott, son of a prosperous Newcastle coal-fitter, and who famously had eloped with Betty Surtees in 1772.]

[Cover:] 11 July 1807. Bishop of Durham v Beaumont Esq & Wife Copy Minutes of Order made on Rehearing

Lord Chancellor
Bp Durham v Beaumont

Saturday the 11th day of July 1807.

<Can> declare that it sufficiently appears to this Court that in entering into the Agreement in the pleadings mentioned of the 1st day of Septr. 1791 the Bishop of Durham entered into the same upon the faith and in confidence of the accuracy of the

information given him by John Erasmus Blackett in the pleadings named and that previous to entering into the said Agreement the said John Ers. Blackett acting as such Agent was fully apprized that the Bishop did in entering into the said Agreement depend and rely upon the information given him by the said John Erasmus Blackett and that at the time of entering into the same the said John Erasmus Blackett acting as such Agent did permit the said Bishop to act upon the confidence reposed in him, and to enter into the Said Agreement upon the faith of the information given him by the said John Erasmus Blackett and therefore let the Order be made on hearing this cause bearing date the 1st day of April 1807 be varied and instead of the Issues thereby directed Let the parties proceed to a trial at Law on the following Issues Viz.

First, Whether it was represented to the said Bishop of Durham, by the said John Erasmus Blackett the Agent of the said Sir Thomas Blackett that the Sum of Nine Hundred & Twenty five Pounds was the full annual Value of the Lot Ore or Ninth part of the Lead Ore gotten according to the then state of working of the Mines in the pleadings mentioned to have been demised to the said Sir Thomas Blackett and which Lot Ore or Ninth part but for the said Agreement the Bishop was entitled to order the demise.

Secondly, Whether it was represented to the said Bishop of Durham by this said John Erass. Blackett the Agent of the said Sir Thomas Blackett that the Sum of Nine Hundred & Twenty five Pounds was more than the full annual Value of the said Lot Ore or One Ninth part of the Lead Ore according to the then state of the working of the said Mines

And in case the Jury shall find any special Matter and particularly if the Jury shall not find that John Erasmus Blackett made any such representation as aforesaid Let any representations which the Jury shall find he did make be endorsed on the <Postea> and Let the Plaintiff here be Plaintiff at Law and the Defendants here be Defendants at Law who are forthwith to name an <Attorney> accept a Declaration appear and plead to Issue

And it is thereby referred to the Master to settle the Issue in case the parties differ about the same and Let the letters written by the said John Erasmus Blackett to Bishop Thurlow be produced and read on the trial of the said Issue if either party shall so require And let the said William Emm be examined on the said trial as Witness for the Plaintiff and the said John Erasmus Blackett for the Defendants But in case the said John Eras Blackett or the said William Emm shall die before such trial shall be had or shall be unable personally to attend from ill health infirmity or other cause Let this Cause be <retried> to the Paper for the Consideration of the Court and Let the Defendants within [blank space left] state in writing to the Plaintiff what was the full annual Value of the Ninth part of the said Lead Ore in years 1790 & 1791 and what the same hath annually since been And in case the Defendants shall not give such Statements in writing to the Plaintiff within the time aforesaid Or the same shall not be satisfactory to the Plaintiff Let the Master proceed to compute from Schedules to the Defendants answers and the Dispositions in this Cause the actual Value of the Ore in each of the aforesaid years preceeding the Agreement as far as the Evidence has been

given and in each year from the date of the Agreement to the filing of the Bill and such statements if satisfactory as aforesaid & such Computations are to be received upon the Trial of the said Issues as the actual Value of the said Ore at the periods aforesaid and reserve the Consideration of <Costs> and of all further directions until after the Trial of the said Issues and any of the Parties are to be at liberty to apply to this Court as there shall be occasion And let the Sum of Ten Pounds be deposited by the Plaintiff with the Registrar on setting down this Cause to be reheard be paid back to the Plaintiff And let the Sum of Ten Pounds deposited by the Defendants with the Registrar be returned to the Defendants