

21 Jun 1687 George Jeffreys

[Note: Judgement in favour of Blackett in the cause against John Fenwick of Wallington. Given in the name of the Lord Chancellor, Judge George Jeffries, infamous for the 'bloody assizes' following the Monmouth Rebellion of 1685.]

[on verso:] 21 Junii 3 Jac. 2 1687 Blackett con fenwicke

Lord Chancellor

Martis vicessimo primo dio Juni Anno R III Jacobi Secundi Regis tertio Intyer Willum Blacket Barrt. Quer Johanem Fenwick Barrt Defendtem

This Cause comeing this present day to bee heard and debated before the Right Hono.ble the Lord High Chancellor of England in the presence of Counsell learned on both sides the Substance of the plaintiffs Bill appeared to be that the Defend.t having borrowed two thousand pounds of Sr William Blacket the plts Father for Secureing the repy.ts whereof by Indentures of Lease and release dated the fifth and sixth days of March vicessimo sexto Caroli secundi the Defend.t did convey to the said plaintiffs Father and Edward Blacket his sonne (now Sir Edward Blacket Barronet) and their heires all the Mannor or Lordship of Hexham with the appurtemis and sev.all messuages lands & tenem.ts and the Tythes of hexham and other places with a proviso to bee voyd on paym.t of two thousand eight hundred and Fortie pounds att severall dayes (vizt) one hundred and twenty pounds Interest yearly and the principall of two thousand pounds on the sixth day of March one thousand six hundred and eightie That Sr Edward Blacket by Lease and release dated the twentieth and one and twentieth days of February triessimo Quinto Caroli sec.d p.ed (Sr William Blacket the Father being then dead) conveyed the Mannor and premises to the plaintiff and his heires, that the seventh of October vicessimo secundo Caroli secundi the defend.t for two hundred pounds lent conveyed the lands of the Mannor of Fenwick to Christopher Maddison for Five hundred yeares with a proviso for paying two hundred and six pounds the seventh day of Aprill Following after which the sd Maddison (by direcon of Sir John Fenwick) assigned the sd lands to one Cuthbert Snow who having lent the Def.t more money in all one thousand pounds the said Deft did grant and confirme the remainder of the Terme of Five hundred yeares then in being for secureing the repaymt thereof with Interest since which the said Snow hathe assigned the said Mortgaged premises and all his Interest therein to the plt That the said summe of two thousand eight hundred and forty pounds and one thousand and sixtie pounds are all in arreare and unpaid therefore that the defendant may redeeme the said Mortgaged premises or be foreclosed is the scope of the plaintiffs Bill

whereunto the def.ts Counsell alledged that the defend.t did execute the severall Conveyances in the bill sett forth for secureing the principal summe of two thousand pounds but in truth received only one thousand seven hundred and twentie pounds

for that after the said deeds were ready to be executed Sr William Blacket demanded eight pounds p cent for Interest and would not lend the same otherwise and thereupon the two pounds p cent was in a gross summe taken out of the principall (vizt) two hundred and eighty pounds and the Def.t having suddenly occasione to goe beyond Sea in his late Ma.ties Service in these exigencies was necessiated to accept the Same and the Defend.t ever since paid the Interest thereof (vizt) one hundred and twentie pounds p annum till Some few yeares arrears that Sr William Blacket the father decd about seventeene yeares since purchase the fee and Inheritance of certaine lead mines in the Mannor of Hexham for foure thousand pounds and had a demise from the defend.t of the sayd Mannor and premises for the terme of one thousand yeares in the names of other p.sons in trust for him as a Collaterall security for enjoyment of the said lead mines after which Sr William Blackett died and the plaintiff hath enjoyed the said lead mines ever since the purchase and got one hundred thousand pounds in cleere profits yet nevertheless refuseth to relinquish his Collaterall security or reconvey the premises on payment of the money due thereupon, unless there bee an Excepcion in Such reconveyance of the Terme Soe made for Collaterall security That the Def.t is willing to Acct for the reale deabt of one thousand seven hundred & twentie pounds with Interest and to pay the same the plt discoinputering the one hundred and twentie pounds p ann hee received for Interest and reconveying the mortgaged premises discharged of the Collaterall security and as to the other mortgage the def. admits hee borrowed one thousand pounds of Cuthbert Snow and made such lease and security of the Mannor of Fenwick as in the Bill is sett forth which is Since Legally vested in the p[la]intiff and the Deft is ready to come to a faire Accompt for the principall and Inyerest due thereupon and to pay the same to the plt,

whereupon and upon debate of the matter and hearing what could be alledged on either side, his Lordshipp declared that the def.t ought to accompt for the whole principall moneyes menconed in the severall Deeds of mortgage [struck out: summes of two thousand pounds and one thousand pounds and the Interest and consideracon for the respective Summes] and doth thinke Fitt and soe order that it bee referred to Sr Robert Legard Knight one of the Masters of this Court to see what is due to the plaintiff on the severall mortgages for the said sevall principall summes of money in the deeds menconed and to compute Interest for the same and alsoe to tax the plts his Costs of this Suite and make him all just allowance and what the said Master shall certified to bee due as aforesaid, Itt is ordered and decreed that the defend.t doe pay the same to the plaintiff att the end of eighteene months with Interest in the meane time to bee computed by the sayd Master upon paymt whereof the plaintiff is to reconvey the sd Mortgaged premises to the deft free from all Incumbrances don by him or any claiming by from or under him but such reconveyance is to be without rejudice to the sd plts Collaterall security for enjoying the Lead mines and in default of the defend.ts payment of what the said Master shall certifie due to the plt as aforesaid then it is ordered and decreed that the Defend.t bee absolutely foreclosed from the equity of redempcon of the said premises.

**19 Oct 1695 John Fenwick to William Blackett**

[Note: Conveyance of rights to work new mines in Hexham Manor]

18th & 19th October 1695 Lease and Release of lead mines in Hexham Manor This Indenture made the 19th day of October in the 7th year of the reign of our sovereign Lord William III by the Grace of God of England Scotland France and Ireland King Defender of the Faith of and in the Year of our Lord One thousand six hundred ninety and five between Sir John Fenwick of Wallington in the County of Northumberland Baronet of the one part and Sir William Blackett of the town and County of Newcastle upon Tyne Baronet of the other part

Whereas by one indenture quadripartite bearing date the eight and twentieth day of September in the Year of our Lord one thousand six hundred eighty and nine and made between the said Sir John Fenwick and the Honourable the Lady Mary his wife Henry Frederick Thynn Esq and Dorothy his wife Sir Francis Pemberton Knight and Roger <Behewd> Esq Sergeants at Law of the first part the said Sir William Blackett and John Douglas of the town and County of Newcastle upon Tyne Gentleman of the second part Sir John Talbott of Lacock in the County of Wilts Knight and Thomas Cholmely of Vale Royal in Cheshire Esq of the third part and William Parsons of Newcastle aforesaid Merchant and John Cook of Newcastle aforesaid Gent of the fourth part and by other good conveyances in the law for the considerations in the said quadripartite indenture mentioned The Regality Manor or Lordship of Hexham in the County of Northumberland and the site of the late dissolved Priory of Hexham and all and every the Messuages Cottages Farms Closes Lands and Grounds Mines Collieries and other Royalties to the said Manor and Lordship Site and Premises belonging or appertaining and Hexham Demesne Lands the Hall Orchard and Low Milne Haugh there Dotland Park Yarridge the Horse Close Broomhaugh Light Sheels Land Stagshaw Close St. John Lee Gleab Lands and the Grainge Wallington Fenwick Town and Demesne Harterton Hall Harterton Town Camay Als Cambus Cadwell and The Haugh Gunnerton Rothly Als Rodley Catherside Swifthopp Als Sweethope Leawick Newbiggin Green Harwood Harwood House Lighton Dikehead Farnelaw Long Witten Westerburnhope Meedope Hexham Mills Hexham Rectory Hexham Corn and Hay Tithes and petty tithes the Rectory of East Allendale and West Allendale Gunnerton Colliery Kirkheaton Colliery Hexham Colliery the Manor or Lordship of Walker and all the messuages Farms Lands Tenements Coal Mines Wharfes Grounds Rectories Tenements and Hereditaments of the said Sir John Fenwick and Lady Mary his wife Henry Frederick Thynn and Sir Francis Pemberton in the said County of Northumberland were conveyed to the said Sir William Blackett and John Douglas and their Heirs and Assigns To the uses in the said quadripartite Indenture mentioned (That is to say) As to for and concerning the said Manor of Walker and Premises in

Walker to the use and behoofe of the said Sir William Blakett for and during the term of ninety and nine years upon the Trusts therein mentioned and after the determination of that Estate to the use of Sir John Fenwick his Heirs and Assigns forever

And as to for and concerning all Lead Mines and Mines and Veins of Lead and Lead Ore within all and every the aforesaid Regality Manor or Lordship Lands and Premises herein before mentioned or any part or parcel thereof (except or other than the Lead Mine and Lead Ore in the said Manor or Lordship of Walker and <?> Lands and Premises in Walker aforesaid and except and other than such Lead Mine Lead Groves and Lead Ore and other Ore formerly letten to Sir William Blakett Bart deceased and Sir Edward Blakett or either of them or any other in Trust for them or either of them by the said Sir John Fenwick and Sir William Fenwick or either of them with free Liberty and Leave and authority to open dig search for and work the said Mines and Veins of Lead every or any of them and free ingresse regresse egress way and passage to and from the said Mines and Veins of Lead in by and through the said Manor Lands and Premises for the purposes aforesaid and for bringing by wagon cart or otherwise and laying of coal and fuel for the smelting the said Lead Ore and for the taking having leading and carrying away the said Ore or the Lead thereof arising with workmen servants horses carts and carriages and convenient room in the said Premises for laying the said Lead Ore and Lead til the same may conveniently be taken and carried away And also as to for and concerning all the Rents and Profits by the said Sir John Fenwick reserved or to be reserved or payable to him for or upon any grant of any of the said Mines or Veins of Lead already made or hereafter to be made by the said Sir John Fenwick for any term or terms of years so as such term or term of years hereafter to be made be determinable on the life of the said Sir John Fenwick and to continue no longer To and for the use and behoof of the said Sir John Fenwick and his Assigns for and during the term of his natural life without impeachment of or for any manor of Waste and from and after the determination of that Estate to the use and behoof of the said Sir William Blakett his Heirs and Assigns forever

And as to for and concerning the said Regality Manor or Lordship of Hexham and all other the Manors Lordships Messuages Cottages Lands Tenements and Hereditaments in the said quadripartite Indenture comprised (other than and except the said Manor of Walker in the said Indenture mentioned and the lands tenements and Hereditaments part parcel or member thereof or thereunto belonging And the said Mines and Premises so limited to the said Sir John Fenwick during the term of his natural life) to the end and intent that the said Sir John Fenwick during the term of his natural life and after his decease the said Lady Mary Fenwick his wife during her natural life should have and receive out of the said regality Manors and premises and the rents issues and profits thereof yearly and every year one annuity or yearly rent charge of two thousand pounds clear and free from all manner of taxes to be paid to them respectively half yearly upon the first day of December and first day of June by equal portions with

power of distress and penalties for non payment thereof in such manner as therein is mentioned and charged and chargeable with the said yearly rents to the use and behoof of the said Sir John Talbot and Thomas Cholmeley for the term of one hundred years therein mentioned In trust for the better securing the payment of the said annuities and after the determination of that Estate to the Use and Behoof of the said Sir William Blackett his Heirs and Assigns as by the said quadripartite Indenture relation being thereunto had may more fully and at large appear

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of one hundred and fifty pounds of lawful English money to him the said Sir John Fenwick by the said Sir William Blackett in hand paid at and before the ensealing and delivery hereof (the receipt whereof he the said Sir John Fenwick doth hereby acknowledge and thereof and of every part and parcel thereof doth acquit exonerate and discharge the said Sir William Blackett his Executors and Administrators by these presents he the said Sir John Fenwick hath granted bargained sold surrendered and conveyed and by these presents doth grant bargain sell assign surrender and convey unto the said Sir William Blackett (in his actual possession now being by virtue of and determined and sold to him thereof made by the said Sir John Fenwick Baronet by Indenture bearing date the day next before the day of the date of these presents for one whole year and by force of the Statute for transferring uses into possession) and to his heirs and assigns ALL the said Mines of Lead and all Veins of Lead and Lead Ore within the said Regality of Hexham and other the Manors Lands and Premises by the said quadripartite Indenture limited to the use of the said Sir William Blackett and his Heirs and all the rents issues and profits of the said Lead Mines and all the Estate Right Benefit Priviledges and Advantages of the said Sir John Fenwick or to him limited reserved or intended in and by the said Indenture Quadripartite

TO HAVE AND TO HOLD the said Lead Mines and other the Premises hereby granted to the said Sir William Blackett his Heirs and Assigns for and during the natural life of the said Sir John Fenwick to the use and behoof of the said Sir William Blackett his Heirs and Assigns forever AND the said Sir John Fenwick for himself his Heirs Executors and Administrators doth covenant promise and agree to and with the said Sir William Blackett his Executors and Administrators by these presents < > if the said Sir William Blackett his Heirs or Assigns shall at any time hereafter during the life of the said Sir John Fenwick be lawfully disturbed hindered or obstructed of in or from the having holding or enjoying the said Lead Mines or Veins of Lead or Lead Ore or any part thereof by any person or persons lawfully claiming by from or under the said Sir John Fenwick or any of his ancestors or if the said Lead Mines Veins of Lead or Lead Ore or any part or parcel thereof shall at any time hereafter during the life of the said Sir John Fenwick be lawfully evicted recovered or detained from him the said Sir William Blackett his Heirs or Assigns by any person or persons lawfully claiming by from or under the said Sir John Fenwick or any of his ancestors then he the said Sir John Fenwick his Executors or Administrators shall and will at any time afterwards

upon demand well and truly pay and certify unto the said Sir William Blckett his Executors or Administrators the sum of one hundred and fifty pounds and in default thereof that it shall and may be lawful to and for the said Sir William Blckett his Heirs or Assigns to deduct default and recoup and satisfy to him and themselves by way of retainer the sum of one hundred and fifty pounds out of the said Annuity or Rent Charge so limited or payable to the said Sir John Fenwick for and during the term of his natural life as aforesaid Anything in the said quadripartite Indenture to the contrary thereof in and notwithstanding

IN WITNESS whereof the said parties to these present Indentures have hereunto interchangeably set their hands and seals the day and year first above written