

**6 Jan 1694    William Johnson**

[Note: This indenture defines the rights and responsibilities of the partners in Gorbutmea or Corbitmea mine. Corbitmea is in the headwaters of the Rookhope valley, Weardale. Nicholas Ridley and Mathew White were both prominent Newcastle merchants and citizens. Both were Mayor of Newcastle twice. Their agreement was between four parties, William Johnson, Nicholas Ridley, Mathew White, Mathew Taylor, but it is given here in Johnson's name as being the first named. Breaks have been entered into the original agreement to aid legibility.]

This Indenture Quadripartite made the Sixth day of January in the Fifth yeare of the reign of our Sovereigne Lord and Lady William and Mary by the Grace of God of England, Scotland, France, and Ireland King and Queen defenders of the faith &c. Betweene William Johnson of Kibblesworth in the Countie of Durham Esqr. of the First part, Nicholas Ridley of the Towne and County of Newcastle upon Tine Esqr. Of the Second part, Mathew White of the Said Towne and County of Newcastle upon Tine Esqr. Of the Third part, and Mathew Taylor of Swalwell in the Said County of Durham yeom of the Fourth part,

Whereas in and by a certaine Writeing or Articles of Agreement beareing date the Four and Twentieth day of June in the yeare of our Lord One Thousand Six Hundred Eighty and Fower, Made betweene Humphrey Wharton of Kirby Thor in the County of Westmorland Esqr. Moor Master of in and through the parishes of Stanhope and Wolsingham in the County palatine of Durham of the One part, And William Hymnas <now> of Wolfe Cleugh by the name of William Hymnas of Readburne And Athur Myres of Lintsgarth in the parish of Stanhope aforesaid of the Other part the Said Humphrey Wharton did Lett and Sett unto the Said William Hymnas and Arthur Myres Three hundred yards of Ground in Length Westward and Twenty in breadth upon a Veine of Lead or Lead Oare called Gorbutmea in Rookhope in the parish of Stanhope aforesaid the Said parcel of Ground to Commence and take measure from the Slithead Shaft then in workeing there, together with free libertie for the their Exers. And Adms to digg or Sinke pitt or pitts Shaft or Shafts for the Obtaineing of Lead Oare within the Said parcel of Ground or any part thereof, As in and by the Said in part recited Writeing or Articles of Agreement (amongst diverse Clauses and Agreements therein contained) whereunto relation being had may more at large Appeare,

And Whereas the Said Arthur Myres is dead and by right of Survivorshipp the Said William Hymnas became lawfully Entituled unto and Interested in all the Said Three hundred yards of Ground in Length and Twenty yards in breadth upon the Said veine of Lead or Lead Oare And all and Singular other the prmises Lett or Sett by the Said in part recited Writeing or Articles of Agreement with the Liberties privedges and Appurtenances thereunto belonging,

And whereas the said William Hymnas by One deed or Indenture of Assignment beareing date the Three and Twentieth day of December last past before the date hereof, for the Considerations therein mentioned, did by and with the licence and Consent of Sr. William Blackitt Barrt. p<sup>re</sup>sent Moor Master of in and through the Said parishes of Stanhope and Wolsingham) Grant Bargain Sell Assigne Transferr and Sett over unto the said William Johnson Nicholas Ridley, and Mathew White, their Exers Adms and Assignes, Three full Quarters or Fourth parts (the whole in Four parts Equally to be devided) And one full Eighth part (the whole in Eight parts Equally to be devided) of the Said Three hundred yards in Length, and Twenty yards in breadth upon the said Veine of Lead or Lead Oare called Gorbut mea with the Liberties priviledges Workegeire Instrumts. Implemts. And Utinsells thereunto belonging, To have And to hold the same pmisses unto the Said William Johnson Nicholas Ridley, and Mathew White, their Exers. Adms and Assignes from the day of the date hereof, In as full large Ample and beneficiall manner and forme to all Intents and purposes as he the said William Hymnas his Exers and Adms or any of them could should might or ought to have hold Occupie or Enjoy the same pmisses by force and virtue of the said In part recited Writeing or Articles of Agreement or any Otherwise howsoever, As in and by the Said in part recited deed or Indenture of Assignemt. whereunto relation being had may appeare

And whereas the Said William Johnson, Nicholas Ridley, and Mathew White by one deed or Indenture of Assignemt. beareing date with these presents for the Consideration therein mentioned, have Bargained Sold Assigned transferred and Sett over unto the Said Mathew Taylor his Exers Adms and Assignes the Said One full Eighth part (the whole into Eight parts Equally to be devided) of the Said Three hundred yards of Ground in Length Westward, and Twenty yards in breadth upon the said Veine of Lead or Lead Oare called Gorbut mea in Rookehope in the parish of Stanhope aforesaid commencing and takeing measure from the Slithead Shaft aforesaid, together with the like part of the Liberties priveledges and appurtenances thereunto belonging, To have And to hold the Said Eighth part of the Said pmisses unto the Said Mathew Taylor his Exers. Adms. And Assignes from the day of the date hereof in as large and ample manner as the Said William Johnson, Nicholas Ridley, and Mathew White, their Exers and Adms could or might or ought to hold or Enjoy the same by Force or virtue of the Said Recited deed or Indenture of Assignemt. or otherwise howsoever, As in and by the Said last in part recited deed or Indenture of Assignemt. whereunto relation being had may appeare,

And whereas the consideration mentioned in the Said first in part recited deed or Indenture being the Summe of Two hundred and Tenn pounds was paid by the said parties to those presents in manner following (that is to say) the said William Johnson did pay the Summe of Sixtie pounds thereof for One Quarter or Fourth part of the Said Leadmine and pmisses, the Said Nicholas Ridley did alsoe pay the like Summe of

Sixtie pounds for One Other Quarter or Fourth part of the Said Leadmine and prmises, the Said Mathew White did alsoe pay the like Summe of Sixtie pounds for One Other Quarter or Fourth part of the Said Leadmine and prmises, And the Said Mathew Taylor hath paid the Summe of Thirty pounds for One Eighth part of the Said Leadmine and prmises which makes upp the Said Summe of Two hundred and Tenn Pounds,

Now this Indenture witnesseth that it is hereby mutually Covenanted Granted Declared and fully agreed upon by and betweene the Said parties to these presents for themselves their heires Exers Adms and Assignes and every of them in manner and forme following, (that is to say) first the said William Johnson and Nicholas Ridley doe Severally and respectively for themselves and for their severall and respective heires Exers and Adms and not jointly nor one for annother nor for one anothers Art or Arts Covenant, grant and agree by these presents to and with the Said Mathew White his Exers Adms and Assignes and to & with every of them, that if it shall & may be lawfull to & for the Said Mathew White his Exers Adms and Assignes from time to time and at all times hereafter peaceably and quietly to have hold occupie possess & Enjoy One full Quarter or Fourth part (the whole into fower parts Equally to be devided) of the Said Leadmine or Veine of Lead or Lead Oare called Gorbut mea and of all and Singular the Liberties priveledges Workegeire Instrumts. Implemts. And Utinsells and of all & Singular other the prmises by the Said First in part recited Indenture of Assignemt. Granted or Assigned and to have receive and take to his & their owne proper use and uses all the benefitt profitt gaine Commodity and Increase that shall from time to time hereafter arise or accrew by reason of or from the Same prmises without any Lett hinderance Interruption or Disturbance of the said William Johnson and Nicholas Ridley their Exers Adms or Assignes or any of them or of any other person or persons whomsoever lawfully Claiming or to Claime by from or under them or any of them respectively,

And the Said William Johnson and Mathew White doe severally and respectively for themselves and for their Severall and respective heires Exers and Adms and not jointly nor one for another nor for one or other Art or Arts Covenant Grant and agree by these presents to and with the Said Nicholas Ridley his Exers Adms & Assignes and to and with every of them that it shall & may be lawfull to and for the Said Nicholas Ridley his Exers Adms & Assignes from time to time and at all times hereafter peaceably and quietly to have hold occupie possess and Enjoy One full Quarter or Fourth part (the whole into Four parts Equally to be devided) of the Said Lead mine or Veine of Lead or Lead Oare and of all and Singular Other the Liberties priveledges Workegeire Instrumts. Implemts. Utinsells and Other the prmises by the Said First in part recited Indenture granted or Assigned and to have receive and take to his and their owne proper use and uses all the benefitt profitt gaine Commodity and Increase that shall from time to time hereafter arise or accrew by reason of or from the Same prmises without any Lett hinderance Interruption or Disturbance of the Said William Johnson

and Mathew White their Exers Adms or Assignes or any of them or of any other person or persons whomsoever lawfully claimeing or to claime by from or under them or any of them respectively,

And the Said Nicholas Ridley and Mathew White doe Severally and respectively for themselves and for their Severall and respective heires Exers and Adms and not jointly nor One for another nor for one anothers Art or Arts Covenant Grant and agree by these presents to and with the Said William Johnson his Exers Adms and Assignes and to and with every of them, That it shall & may be lawfull to & for the Said William Johnson his Exers Adms and Assignes from time to time and at all times hereafter peaceably & quietly to have hold Occupie possess and Enjoy One full quartr or fourth part (the whole into Four parts Equally to be devided) of the Said Leadmine or Veine of Lead or Lead Oare and of all and Singular the Liberties priviledges Workegeire Instrumts. Implemts. Utinsells and other the prmises by the said First in part recited Indenture of Assignment granted or Assigned and to have receive and take to his and their owne proper use and uses all the benefitt profitt gaine Commoditie and Increase that shall from time to time hereafter arise or accrew by reason of or from the Same prmises without any Lett hinderance Interruption or Disturbance of the Said Nicholas Ridley and Mathew White their Exers Adms or Assignes or any of them or of any other person or persons whomsoever lawfully claimeing or to claime by from or under them or any of them respectively,

And the Said William Johnson for himself his heires Exers and Adms doth Covenant Grant and agree by these presents to and with the Said Nicholas Ridley, Mathew White and Mathew Taylor their Exers Adms and Assignes and to & with every of them, That he the Said William Johnson his Exers Adms and Assignes Shall & will from time to time and at all times hold and bear partnership with them the Said Nicholas Ridley Mathew White and Mathew Taylor their Exers Adms and Assignes in workeing mannageing & carrying on the worke of the Said Leadmine or Veine of Lead or Lead Oare, And alsoe Shall & will from time to time and at all times well and truely pay defray discharge and Disburse One full Quarter or Fourth part of all and every Such Summe & Sumes of money as Shall be Laid out or Dysbursed or which Shall be needfull or requisite to be paid Expended or Dysbursed for in or about the workeing mannageing or carrying on the worke of the Said Leadmine or Veine of Lead or Lead Oare and of all workemens Wages & all other contingent charges & Expences in or about the Same

And the Said Nicholas Ridley for himselfe his heires Exers & Adms doth Covenant grant & agree by these presents for & with the said William Johnson Mathew White & Mathew Taylor their Exers Adms & Assignes and to & with every of them, That he the said Nicholas Ridley his Exers Adms & Assignes Shall & will from time to time and at all times hold & bear Partnershipp with them the Said William Johnson, Mathew White, and Mathew Taylor their Exers Adms & Assignes in workeing mannageing &

carrying on the worke of the Said Lead Mine or Veine of Lead or Lead Oare, and alsoe shall & will from time to time & at all times will and truely pay defray Dyscharge & Disburse One full quartr or Fourth part of all and every Such Summe & Summes of money as Shall be laid out or Disbursed or which Shall be needfull or requisite to be paid Expended or Disbursed for in or about the workeing mannageing or carrying on the worke of the Said Leadmine or Veine of Lead or Lead Oare & of all workemans wages & all other contingent charges & Expences in or about the same

And the Said Mathew White for himself his heires Exers & Adms doth Covenant grant & agree by these presents to and with the Said William Johnson, Nicholas Ridley and Mathew Taylor his Exers Adms & Assignes and every of them, that he the Said Mathew White his Exers Adms & Assignes Shall & will from time to time & at all times hold & bear Partnership with them the Said William Johnson Nicholas Ridley & Mathew Taylor, their Exers Adms & Assignes in workeing mannageing & carrying on the worke of the Said Leadmine or Veine of Lead or Lead Oare, And alsoe Shall & will from time to time and at all times well & truely pay Defray Discharge & Disburse One full Quartr or Fourth part of all & every Such summe & Summes of money as Shall be laid out or Disbursed or which Shall be needfull or requisite to be paid Expended or Disbursed for in or about the workeing mannageing or carrying on the worke of the Said Leadmine or Veine of Lead or Lead Oare and of all workemens wages & all other contingent Charges & Expences in or about the same,

And the Said Mathew Taylor for himselfe his heires Exers & Adms doth Covenant Grant & agree by these presents to & with the Said William Johnson Nicholas Ridley & Mathew White their Exers & Adms & for & with every of them, That he the Said Mathew Taylor his Exers Adms & Assignes Shall & will from time to time & at all times hold & bear Partnership with them the said William Johnson, Nicholas Ridley and Mathew White their Exers Adms & Assignes in workeing mannageing & carrying on the worke of the Said Leadmine or Veine of Lead or Lead Oare, And alsoe Shall & will from time to time & at all times well & truely pay defray Discharge & Disburse, One full Eighth part of all & every Such Summe & Summes of money as shall be laid out or Disbursed or which shall bee needfull or requisite to be paid Expended or Disbursed for in or about the workeing mannageing or carrying on the worke of the said Leadmine or Veine of Lead or Lead Oare & of all Workemens wages & all other contingent charges & Expences in or about the same,

And it is hereby mutually Covenanted Granted Declared & fully agreed upon by & betweene the Said parties to these presents for themselves their Exers Adms & Assignes & every of them, That in Case of the death or decease of any of the Said parties to these presents, Noe benefitt or Advantage by right of Survivorshipp Shall be had taken or take place by or to the parties to partie Surviveing, but that the part or parts right & Interest of in & to the prmisses of the partie or parties Soe Dying Shall <goe> to be held & Enjoyed by the Exers & Adms of such partie or parties Soe Dying as fully & largely &

in the same manner & forme as the same were or ought to be held or Enjoyed by Such  
<dead> partie or parties if he or they were then liveing, In Witnesse whereof the Said  
parties to these presents Indentures Interchangeably have sett their hands & seales the  
day and yeare First above written Anno<qz Dini> 1693