

**1 Jun 1720    Chambers Slaughter**

[Note: FEC 1 703]

To the Honourable the Commissioners & Trustees for Sale of Forfeited Estates etc

In Obedience to Your Order of reference to me Yesterday touching the Damages and grievances sustained by the Purchaser of Jeffreys Grove etc I humbly beg leave to Observe that with other advantages specified in the Lease of the late lessees they in particular had full power of making water Courses, driving drifts, sinking shafts Erecting Engines and other Conveniencys etc also full authority with a priviledge of way Leave in over and along the Grounds and Lands of Blanchland with Horses, Wains, Carts and other Carriages for the leading as well as laying, washing, smelting Carrying and Conveying of Oar etc. Likewise the boundary as specified in the above mentioned Lease together with power to Digg any quantity of peat Turf Soile etc within the Contents and limits of One thousand Yards Square of any part of the Common or Moore whereon or wherein the said Grove lyes in order to be burnt for the smelting of Oar etc.

The late Lesses were by Covenants in the said Lease during the residue of the terme to worke the said Groves and Mines fairly orderly and effectually according to the usuall method courses and means of working of Lead mines etc.

I have perused Mr Maughans and William Stoddarts their joint letter where I find that the whole property of Blanchland is like to be disputed by the Bishops of Durham's Agents contrary to the priviledges granted to Lessees under William Foster Esq.

I also found that by the said Letter that Mr Wetherley Agent of Mr Grey have wrought and still continue to work the said Mines tho' the Lease be expired & carry of[f] the Oar from the premises without accounting for the dues contrary to the Covenant in the Lease & that Complaint is made of their ill usage by said Wetherleys Servants in their inspection of said Grove by your Order. It is therefore Humbly proposed to have the aforesaid Gentlemen with their Accounts Covenants & Conveyances together with the Boundar Book of Blanchland which is said to be in the hands of Mr Edw[ar]d Grey called for & examined before the Board in order to find out rectisfy & recover the Boundary priviledges abuses & dues that it may be for the Purchasers advantage to have possession delivered in order to prevent any further abuses.

Chambers Slaughter

London June 1st 1720

**6 Dec 1720 Chambers Slaughter**

[Note: FEC 1 702A]

To the Honourable the Commissioners and Trustees for Sale of the Forfeited Estates.

In pursuance of Your Honours Order of Refference to me of the Twenty eight of November last Between Mr Robert Stoddart purchaser and Henry Grey Esq and Edward Wetherley late Lessees of Mines and Grove called Jeffreys Grove in the Lands of Blanchland in the County of Durham I have examined the matters in dispute which were reduced to the following Heads Viz:

First The time of the Determination of the said Lease.

Which the purchaser insists upon to be on the Tenth of August 1719 and the Second Dimise of Six Months ending the Second Day of Febuary 1719 following for working or getting any Lead or Lead Ore within the limits of Three hundred yards on either side of the said Grove called Jeffrey's Grove and also to get peat and turff and to carry of[f] the Stock and working Tools any time within the said additional term of Six Months ending the Second of Febuary 1719.

The Lessees insist upon not only the liberty of working the said Three hundred Yards on either side, but Jeffry's Grove itselfe from the said Tenth of August 1719 to the Second of Febuary following

I beg to Observe that the interest of the Additional term of Six Months ending Febuary the Second 1719 was granted for making tryalls within the said Three hundred yards on either side and removing the Engines Stock and Matterialls for working and that the Lessees had no right to work the Veins of Jeffryes Grove after the said Tenth of August 1719.

Secondly The Quantity of Oar to be accounted for by the Lessees.

The Quantity of Oar got from September the 21st 1717 to Feb: 17th 1719 is Bings 241b.3.1 Bouse Oar. During the same time 43b.-.1 Cutting Oar.

This account is agreed upon by the partys.

But what I desired to be informed was, that in the Account the Quantity wrought from September the Twenty first 1717 to the Tenth of August 1719 (the Time the Lease expired) might be distinguished from the said Tenth of August to the Second of Febuary following (the time in dispute after the expiration) But this could not be answered too, by either party, so that the Dues on the whole Quantity wrought was as above.

On Bouse Oar will be Bings 241.2.3

On Cutting Oar will be Bings 43.2.1

Thirdly The price of the Oar to be Settled on the quantity carry'd off by the Lessees.

The purchaser demands Two pounds Seven Shillings and six pence per Bing for Grove Oar and One pound Fifteen Shillings per Bing for Cutting Oar.

To support this Demand the purchaser produces an Agreement with one Charles Alsopp Dated the Sixteenth of September 1720 for all the Oar, that shall be delivered to him untill the First of May next and that some of the same Oar that Mr Wetherley left on the premises is also delivered at the same price.

The Lessee Mr Wetherley and Grey insists on an Agreement with one Mr Dale & Company for Bouse Oar One pound Eighteen Shillings per Bing and for Cutting Oar One pound Ten Shillings per Bing in Febuary last.

Both partys require that the common method of Selling Lead should be laid before this Honourable Board Viz: For every five shillings per fodder in the Lead One shilling per Bing in the Oar.

The Lessees therefore say that they Sold Lead at Nine Pounds one Shilling and Six pence per Fodder in Febuary last & from that time to September following it advanced to Ten pounds Fifteen Shillings per Fodder.

The purchaser Mr Stoddart urges that the Oar of Jeffreys Grove is worth more by Six shillings in a Bing than other Groves in respect to the conveniency of the carriage.

I humbly take notice that any Contracts with Mr Dale and Company can have no relation to this Question in hand. Therefore whether you'l Order the said Lessees to pay the said price contracted for by Charles Alsopp or return the purchaser so much oar as he carry'd off in Order to be deliver'd to the said Charles Alsopp within the term of his said Contract is humbly submitted.

Fourthly The unfair and disorderly working the said Mines Contrary to the Covenants of the Lease.

The Lessees produce four affidavits hereunto annex'd in their vindication as to the workings, and as to the putting down of Buildings and other matteralls they refferr themselves to the very last Clause in the Lease. Vide (the Lease).

The purchaser offer'd an Arbitration in this Case as to the Damage: The Lessee refusing. The purchaser humbly hopes this Board will in no kind debarr him from such satisfaction the Law shall entitle him to by virtue of the said Covenants.

All which is humbly submitted  
Chambers Slaughter

London Dec 6th 1720