

[Note: this is a collection of miscellaneous papers of eighteenth century Newcastle lawyer John Airey relating to work he carried out for the Greenwich Hospital]

1 May 1681 Francis Radcliffe to William Surtees

[Note: ZC/4/1/24. The document has been marked 1778 in pencil above the date line as a copy of an original lease which commenced in 1681, and that date is used here. The cover annotation presumably indicates that John Coates was the owner or Hospital tenant in 1778. The grantee is named as William Surtees ('Suretess') of Staward.]

March 17th (Seventy Eight)

Mem[orandum]

That then it was Agreed Between Sr Francis Radclyffe of Dilston in the County of Northumberland and William Suretess of Staward in the said County Yeoman that he the said William Suretess shall have a Lease of all that Farm called Espeshill and Bogle hole now or late in the possession of Mr Roger Stokoe within the Barony of Langley and County aforesaid for a Term of Ninety Nine years comencing the first Day of May One Thousand Six hundred Eighty one with such Covenants as the said Sr Francis Radclyffe usually incerts in his Leases to others of his Tenants for Long Leases he grants within that Manor of Langley aforesaid paying yearly for the same the Sum of Twenty two pounds at Martinmas & Pentecost equally during the sd Term with all such other Duties & swervices as ought to be done for the sd Premises And the sd Sr Francis Radclyffe is to allow Timber wood for rebuilding or repairing of the Housing now upon the sd demised Premises to the sd Wm.Suretess at his entering to the sd Farm and at the end of the Term aforesaid shall leave all the Houses Hedges & fences in good & sufficient repair. In witness whereof the Partys have hereunto set their hands & seals the Day & Year first above written.

F. Radclyffe

William Suretess (his mark)

Sealed and Delivered in the presence of
John Hoggat / John Todd / Richd. Hayles

This is a true Copy of the Original Examined the 10th Day of August (85) by us
Richd. Hayles
Jno. Carr

[annotated on cover:] Labelled on the cover: Copy Sr Francis Radcliffes grant of Jno. Coates Land.

8 Nov 1739 Nicholas Walton

[Note: ZC/4/1/4. All leases carry date of 8th November, with a postscript of 1741. Walton given as correspondent as he acted for the Greenwich Hospital commissioners as their Northern Receiver.]

Lease from the Com[mission]ers to Mathew Thompson of Dilstone Of One 3d part of the Tenement or farmhold with the Appurt[enances] Called or known by the name of Dilstone Demesn now in the poss[ess]ion of the s[ai]d Matthew Thompson Consisting of One third part of the severall fields Closes or Parcels of ground hereafter mentioned (that is to say) between Towns in four Parcels East field, Middlefield, West field, Duckett Close, Bank , East Banks, a Sewparate Part of East banks, Old Garden, & the Coney Holes The s[ai]d One 3d part Containing by Estimation 156 acres 3 Roods and 37 Perches more or less for 21 Yeares from May 1737. Rent £53:6s:8d. Dated the 8th of November 1739

[followed by two further identical leases to the same tenant, presumably of the other two thirds of the property]

Lease from the Com[mission]ers to William Stokoe of Dilstone Vill that tenement or farmhold with the appurtenances Called or know by the Name of One Sixth part of Dilstone New Town now in the possession of the said William Stokoe Consisting of One Sixth part of the severall Fields Closes or parcels of Ground hereafter mentioned (that is to say) Broom Close Wise Pool East field and Robert Smith Sinkerbanke Hanging Dales & three Banke Doepath Eastflatt Longdales, Whole acre Lamsgate Sown Field Hathersticks New rift Birkside The Parks Parks Fielde New Hills Hexham Plain Middle Plain & Mill Hill or East Plain the said one sixth part Containing by Estimation 143 Acres & 8 perches be same more or less All Which said premisses are situated Lying & being in Dilstone New Town Aforesaid for 21 Years from May 1737 Rent £43:6:8 Dated 8th November 1739

[followed by one further identical lease to the same tenant, presumaby another one sixth part of the property]

Lease from the Com[mission]ers to Paul Brown of Dilstone of All that tenement or Farmhold With the Appurtenances Called or known by the Name of One Sixth part of Dilstone New Town now in the Possession of the said Paul Brown Consisting of One Sixth part of the Severall Fields Closes or Parcels of Ground hereafter Mentioned (that is to say) Broom Close Wise Pool East field and Robert Smith Sinkerbanke Hanging Dales & three Banke Doepath Eastflatt Longdales, Whole acre Lamsgate Sown Field Hathersticks New rift Birkside The Parks Parks Fielde New Hills Hexham Plain Middle Plain & Mill Hill or East Plain the said one sixth part Containing by Estimation 143

Acres & 8 perches be same more or less All Which said premisses are situated Lying & being in Dilstone New Town Aforesaid for 21 Years from May 1737 Rent £43:6:8 Dated 8th November 1739

Michaell Brown Also has A Lease of One 6th part of the Lande & Grounds Above Mentioned for 21 Years from May 1737 Rent £43:6:8 Dated 8th November 1739

Thos. Brown Also has A Lease of One 6th part of the Lande & Grounds Above Mentioned for 21 Years from May 1737 Rent £43:6:8 Dated 8th November 1739

Richard Gibson Also has A Lease of One 6th part of the Lande & Grounds Above Mentioned for 21 Years from May 1737 Rent £43:6:8 Dated 8th November 1739

Lease from Thomas Radcliff Lessee of the Com[mission]ers to William Hoggart Sublessee Dated [blank] Day of [blank] for 16 Years from 1st May 1741 of Well Nook Close, Paddock, Hoggarts Close, Gowk Close, Chesnut Close, Radcliffe house & Garth, containing 6 Acres and 35 Perches at the Rent of £12 per annum.

[on cover:] Parcels in the Dilston Leases [and in pencil] 1739

1 Jan 1740 Nicholas Walton to John Airey

[Note: ZC4/1/1. Undated. Evidently pre-dates the Parliamentary Inclosure of Bulbeck Common in 1771, but otherwise difficult to date for the Bakers were Lords of the manor from the 17th century. It is found amongst other papers dating from the late 1730s so is completely arbitrarily assigned a date here of 1 Jan 1740.]

Mem.

Wooley Farm has Inclosed from the Common of Bulbeck Lordship about 16 ½ Acres of Land many Years agoe, it is Supposed Time Immemorial for which a Rent of 5/6d per Ann has been p[ai]d to the Lord. Since that time about 34 Acres of Common has been Inclosed for which as well as 38 Acres part Freehold & part Common (the 16 ½ Acres above mentioned) the Lord of the Mannor Claims 4s per Acre. It was tho[ugh]t proper that the Tennant of Wooly pay the antient Rent of 5/6d per Acre as usuall & 4s per Acre for the 34 Acres of New Inclosure. But on Mr Bakers threatening the Tennant to pull down the new Inclosure if he did not pay 4s per Acre both for the 38 Acres and 34 Acres the Ten[an]t has Imprudently Submitted thereto.

The Lord is now Inclosing before the Front of Wooly Farm which the Com[missioners] of the Hospital thinks a Great Hardship & hope Mr Baker will desist or they must order

it to be pulled down. And they expect likewise that he will order the Extraordinary Rent recd. of the Tennant for Woolly Freeh[ol]d Lands to be returned

[verso, in a different hand:] Mr Walton's Memo abt. Wooley Farm with Mr Baker.

27 Feb 1741 John Airey

[Note: ZC/4/1/6. Exact location unclear, possibly Shildon near Bywell rather than at Blanchland or in County Durham]

Bonds dated 27 Feb 1741

By the award dated 30 Aprill 1742 -

Ordered that Burdon holds Shildon Coll[ier]y till 29 Sept 1742 and Carry on the Same & pay the rent Mayday 1742 & Deli[ver] up the Coll[ier]y 29 Sept 1742 to Assees. Together with the Gyns &c - Also that Burdon Sell & Dispose of all the Coles that lyeing at the pitts & that shall be worked till 29 Sept 1742 & receive the money to <Acise> by the Sale thereof, & to receive the rent due or to be due from the Tenant of the Land & in default thereof shall have & Enjoy the Crop of Corn then growing on the p[remi]ses. And out of the s[ai]d pr[emis]es & of all other Coles by him raised & sold from the pitts since 25 July 1741 reimburse himselfe all moneys he has laid out or shall lay out in working & selling such coles as have been raised or shall be raised since 25 July 1741 to 29 Sept 1742 & the s[ai]d mayday rents.

Ordered if any Surplus mony arise out of the sale of the s[ai]d coles raised & to be raised as aforesaid & the sd. rent & Crop over & above which shall discharge the <....> aforesaid Burdon to pay the Surplus to the Assees as soon as the Coles shall be disposed of

Ordered In Case the sd. Coles rent & Crop shall fall short of paying the sd. Burdon the moneys so laid out & to be laid out in working the sd. Coles between 25 July 1741 & 29 Sept 1742 & the sd. rent to be pd. for the Land Assees upon receiving <poayment> to pay Burdon so much as the Coles & <fines> upon a fair acc[oun]t fall short in the working & selling thereof between 25 July 1741 & 29 Sept 1742.

Ordered that Burdon p[er]mit the Ten[an]t of the Land to Deliver to the assees the poss[ess]ion thereof at Mayday 1742 Except the ground where the Crop grows which is also to be delivered to the Assees when the Crop is reaped & Carryd of the ground

[on cover:] Abstract of the Award

23 Jun 1741 Robert Bolton to Nicholas Walton

[Note: ZC/4/1/8. Concerns the tithes of Dilston. An identical document relating to the tithes of Lorbottle has not been transcribed. In the lease to John Bacon mentioned in the document, Bacon was probably acting as Trustee for Lady Derwentwater - see the letter of 19 Nov 1743 from Benson Highmore to John Airey also in this collection. Paragraph breaks added to aid ease of reading]

This Indenture made the Twenty third day of June in the Fifteenth Year of the Reign of our Sovereign Lord George the Second, by the Grace of God of Great Britain, France and Ireland King Defender of the Faith (and so forth) And in the year of our Lord 1741 Between The Right Worshipfull Robert Bolton Doctor of Laws Dean & the Chapter of the Cathedral Church of the Holy & Undivided Trinity of Carlisle of the one part And Nicholas Walton and Hugh Boag of Ravensworth Castle in the County of Durham Gent[leme]n which said Nicholas Walton and Hugh Boag are by the Hon'ble Commissioners Directors of Greenwich Hospital Constituted and appointed Stewards and Generall Receivers of all and Singular the Castles Honours Lordships mannors Messuages Lands Tenem[ents] heretofore the estate of James late earle of Derwentwater of the other part

Whereas the said James late Earle of Derwentwater was on or about the 9th day of February 1715 Attainted of High Treason & on the Twenty fourth day of the same February was Executed And Whereas by virtue of the s[ai]d Attainder and of two several Acts of Parliament the one made in the First & the other in the Ninth year of the Reign of his late Majesty King George the first & by force & Operation of one other Act of Parliament made in the fifth year of the Reign of his present Majesty intituled an Act for making void the Sev[eral] Contracts for sale of the Estates of James late Earle of Derwentwater to William Smith Esqr: and also of the Annuity of two hundred pounds during the Life of Charles Radcliffe the Arrears thereof to Matthew White Esqr. and the Sev[eral] Con[vey]ances made in pursuance of the Same All and every the Castles Honours Lordships Mannors Messuages Lands and Tenements (amongst other things) all Leases for Life, Lives or years & Hereditaments & whatsoever whereof the sd James Earle of Derwentwater was seized or possessed of or Interested in or entitled to on the twenty fourth day of June 1715 or at any time afterwards in his own right or to his own uses or whereof any other person or persons was were or should have been seized or possessed of or interested in to the use or In trust for him on the sd Twenty fourth day of June 1715 or at any time afterwards are vested in his majesty his Heirs & Successors for the use and benefit of the publick

And Whereas by one other act of Parliament made in the Eighth year of the reign of his present majesty entitled an Act for the Application of the Rents and Profitts of the Estates forfeited by the Attainders of James late Earl of Derwentwater and Charles Radcliffe all & every the Castles Honours Lordships Mannors Messuages Lands and

Tenements & amongst other things All Leases for Life, Lives or years & Hereditaments whatsoever are given to the maintenance of Greenwich Hospital

And Whereas the Right worshipfull George Smalldridge then Dean & the Chapter of the sd Church by their Indenture under their Common Seal bearing date the Twenty third day of June 1713 Did demise grant Sell & to farm lett unto the sd James late Earl of Derwentwater his Exec[utors] Admin[istrators] & And Assigns All that their tyth for Grain & Sheaves of Corn yearly arising coming growing & renewing within the Precincts limiuts and bounds of all and every the terretories Fields Lands Tenements & Closes belonging & Appertaining to the town village or Hamlett of Dilston alias Devilstone parcel of the Rectory or parsonage of Corbridge in the County of Northumberland

To have & to hold the sd Tyths of Corn Grain & Sheaves of Corn to the sd James late Earl of Derwentwater his Exec[utors] Admin[istrators] & Assigns form the making of the sd Lease for the Term of Twenty one years then next ensueing at or under the yearly rent of Five pounds by virtue of which said Lease the sd James late Earl of Derwentwater was on the sd twenty fourth day of June 1715 possessed of & Interested in the sd Tyths of Corn Grain & Sheaves of Corn for all the rest and residue of the sd term of years therein then to come as in & by the sd lease relation being thereunto had doth and may moire fully and at large appear

Ands Whereas the Rt Worshipful Thomas Tullie then dean and the Chapter of the sd Church did by their Indenture under their Common Seal Bearing date the Twenty third day June 1720 In consideration of the Surrender of the sd in part recited lease demise grant & to farm lett unto John Bacon of Stawarthj in the County of Northumberland Esqr. All the sd Tyths of Corn grain & Sheaves of Corn to hold to the sd John Bacon his Exec[utors] Admin[istrators] & Assigns from the making of the sd last mentioned Lease for the Term of twenty one years then next ensuing at or under the yearly rent of five pounds And Whereas the Rt Worshipfull George Fleming then Dean & the Chapter of the sd Church did by one other Indenture under their Common Seal bearing date the Twenty third day of June 1727 in consideration of the Surrenders of the sd last in part recited Indenture of Lease Demise grant & to farm lett unto the sd John Bacon All the said Tyths of Coirn Grain & Sheaves of Corn To hold to the sd Jno. Bacon his Exec[utors] Admin[istrators] & Assigns from the making of the last mentioned Indenture of lease for the term of twenty one years then next ensuing at or under the yearly rent of five pounds And Whereas by reason of the aforesaid Attainder of the sd james late Earl of Derwentwater all his Term right and Title of in & to the sd Tyths of Corn grain & Sheaves of Corn became forfeited & by virtue of the before mentioned Acts of parliament some or one of them was vested in his Majesty as aforesaid

Now this Indenture witnesseth that the sd Dean & Chapter by and with the direction & appointment of the Honourable the sd Commissioners Directors of Greenwich Hospital

& for & in consideration of the surrender of a former Lease heretofore granted to John Watson & Edwd.Hutchinson Esqrs.wherein were divers years yet to come & unexpired as also for & in consideration of the rents hereinafter received & of the Covenants provisos & agreements to be done & performed on the part & behalf of the sd Nicho[la]s Walton & Hugh Boag and for divers other good causes & considerations them thereunto more specifically moving have Demised granted Sett & to farm letten & by these presents for them and their Succ[ess]ors Do demise grant sett & to farm lett untoi the sd Nicholas Walton & Hugh Boag their Ex[ecutors] Admin[istrators] & Assigns all that their Tyth Corn Grain & Sheaves of Corn yearly coming growing arising & renewing within the precincts Limits and Bounds of all & every the Terretories fields lands Tenements & Closes belonging & appertaining to the town Village or Hamlet of Dilston Alias Devilstone parcel of the Rectory & parsonage of Corbridge in the sd County of Northumberland or usually at any time heretofore had taken Accounted Accepted used Occupied or reputed as part parcel or member thereof belonging to the town of Dilston Alias Devilstone aforesaid

To have and to hold all the aforesaid Tyths of Corn Grain & Sheaves of Corn with all and singular the Appurtenances unto the said Nicholas Walton & Hugh Boag their Exec[utors] Admin[istrators] and Assigns from the making hereof & during the full space & term of twenty one years now next ensuing and fully to be compleat and ended Yeilding & paying therefor yearly during the sd term of twenty one years to the sd Dean & Chapter & their successors or to their receiver gen[eral] of his Deputy for the time being within the precincts of the sd Cathedral Church upon the great blue marble stone in the north Isle of the sd Church the sd yearly rent or Sum of five pounds of Lawfull British money at the Feast of St Peter advincola and Candlemasday by even and equal portions free of all Taxes & Deductions whatsoever upon Special trust and Confidence Nevertheless in them the sd Nicholas Walton & Hugh Boag reposed and to the intent and purpose that all the rents Issues and Profits of the sd Tyths of Corn Grain & Sheaves of Corn hereby demised may be brought to Account and paid according to the directions of the before recited act made in the Eighth year of the reign of his present majesty or according to the direction of any other Act of Parliament since made or hereafter to be made for that Purpose.

Provided always that if it shall happen the sd yearly rent of Five pounds or any part thereof to be behind & unpaid by the space of Forty days next after either of the sd feastdays whereon the same ought to be repaid as aforesaid that then and from thenceforth this present demise & lease & every Clause and Covenant herein contained be utterly void frustrated and of none effect any thing herein contained to the contrary thereof in any wise notwithstanding And the said Nicholas Walton & Hugh Boag for themselves their and either of their Heir Exec[utors] Admin[istrators] and Assigns & for every of them Jointly and Severally Covenant promise grant and agree to and with the said Dean and Chapter & their Successors in manner and form following that is to say that they the sd Nicholas Walton & Hugh Boag their Exec[utors] Admin[istrators]

and Assigns or some or one of them shall and will yearly & every year and from time to time during the sd term hereby demised well and truly Content satisfie & pay or cause to be Contented satisfied & paid to the sd Dean & Chapter and their Successors or to their receiver General or his Deputy for the time being the yearly rent herein before reserved to be pay'd at the severall feast days time and place herein before appointed for the payment thereof & in such manner & form as the same shall hereafter grow due & payable according to the true intent and meaning of these presents And also shall and will from time to time and at all times hereafter during the continuance of this demise well & truly pay and discharge of cause to be paid and discharged all parliamentary or other taxes rates or Impositions which shall be taxed rated or imposed upon the said demised premises or any part thereof

And also that they the sd Nicholas Walton & Hugh Boag their Exec[utors] Admin[istrators] and Assigns or any of them shall not & will not at any time during the sd term Alienate sell or assign the sd demised premises or any part or parcel thereof to any person or persons whatsoever without the Assent Consent & especiall lycence of the sd Dean & Chapter & their Successors in that behalf first had and obtained in writing under their Seal And further that they the sd Nicholas Walton & Hugh Boag their Exec[utors] Admin[istrators] shall not at any time during the sd term take a fine from any under Lessee or farmer of the premises or any part thereof without the privity and consent of the sd Dean & Chapter & their Successors or Assigns And the sd Nicholas Walton & Hugh Boag for themselves their & either of their heirs Exec[utors] Admin[istrators] & Assigns & for every of them joyntly & severally do Covenant promise and grant to and with the said Dean & Chapter & their Successors by these presents to surrender or cause to be surrendered unto the sd Dean & Chapter the sd last recited lease of the premises heretofore granted unto the said John Bacon or otherwiser to procure him his Exec[utors] or Admin[istrators] by his or their deed to be by him or them duly executed and Delivered to the sd Dean & Chapter to quit release and discharge the sd Dean & Chapter of and from all and every the Covenants grants and agreements in the said recited Lease contained on the part of the sd Dean & Chapter to be done & performed or in default thereof that then they the sd Nicholas Walton & Hugh Boag their Exec[utors] Admin[istrators] or Assigns or some of them shall and will from time to time and at all times hereafter save & keep harmless & indemnified the said Dean & Chapter of for from and concerning all Cost and Charges whatsoever which <...> or may become payable by or be recovered against the said Dean & Chapter & their Successors by means or occasion of any Action or Actions Suit or Suits to be brought or prosecuted ag[ainst] them in the name of the said John Bacon upon any of the Covenants Grants & agreements in the sd recited lease or by reason of their Executing of these presents & the sd Dean & Chapter for themselves their successors do Covenant and grant to with the said Nicholas Walton and Hugh Boag their Exec[utors] Admin[istrators] or Assigns by these presents that they the said Nicholas Walton and Hugh Boag their Exec[utors] Admin[istrators] or Assigns paying the said Rent and performing the sd Covenants shall and may peaceably & Quietly

hold & enjoy the sd premises during the sd Term without the interruption or disturbance of the sd Dean & Chapter & their successors or any person or persons whatsoever Claiming by from or under them or any of them

In Witness whereof the sd parties to the severall parts of these Indentures have Interchangeably sett their hands & Seals the day & year first above written

Wm. Fleming Vice dean

John Waugh

Thos. Tullie

Ed. Birkett

Examined by me Tho: Tullie Canon

7 Oct 1743 John Airey to William Radley

[Note: ZC/4/1/26. It is a very rough draft, with a lot of crossing out and interlining. Undated but assumed to have been written soon after the date of the court referred to below. 7 Oct 1743 used here, a day after the court date quoted.]

Srs

I wrote you some time ago, of a Complaint sent me by Mr Abraham Bunting The Com[missioner]s of Greenwich Bailiffe for the Manor of Wark on which you desired a State of that affair. The Case is this - at the last Court Baron held for the Manor of Wark Judgem[en]t was given, in two plaintiffs on account of debt for 39s:11d tryed there. For respective pl[ain]t[iffs] in Each accot. One ag[ains]t One Thos. Read of Humshaugh and another against Wm. Smith of Haughton with the said Smith & Read refusing to pay; Executions were issued out by the Steward according to Custome ag[ains]t each of them, & Mr Buntings Under Bailiff Jno. Murdee, sent to levy on their goods for the money for which the judgem[en]t was given with the Costs adjudg'd thereon. Murdee Accordingly levied, & when he had taken the goods & were bringing them away in order to be sold to satisfye the judgement Def[enden]ts Read & Smith, Each rescued by force their goods Murdee had levy'd.

They now pretend that the s[ai]d places called Humshaugh, & Haughton Answer to another Court Baron & are not within the Manor of Wark, & therefore refuse to do suite & service to Wark Court; & will not sufferr, Executions to be levied within those places of Judgemts obtained in the sd Court ag[ains]t persons residing therein.

It appears by the Court Rolls of the sd Manor fro[m] the year 1708 (beyond which wee have no Court Rolls) that the inhabitants of Humshaugh & Haughton have all along till abt. 2 or 3 years ago Appeared at Warks Court & done suite & service there & served on the Jurys for the sd Courts Baron & the Leat & brought ac[tion]s in the sd Courts Baron & had ac[tion]s [reserved] ag[ains]t them therein & when not p[ai]d levys have been made thereon, till ab[ou]t 3 years ago when one Heron, a troublesome &

desperate Person having a judgement obtained ag[ains]t him Refused to suffer the officer to levy.

The stile of the Courts run thus

The manor of Wark the Court of our Sovereigne Ld King Geo: the Second of Great Britain France & Irel[an]d defender of the faith & so forth held at Wark within the sd Manor the 6th day of Oct 1743 & for the manor before Jno. Reed Esq. Forster Charlton Gent & other sutors of the sd Court Jno. Airey Steward & by these present - Ab: Bunting Bailif

The Entry is made thus

Cuthbert Stoker complains ag[ains]t Robt. Dent in an A[ction] of trespass on the Case to the pl[ain]t[if]s Damage xxxixs : x d

Mr Green per pl[ainti]f Mr Ilderton per Deft. Judgement for 6s for goods sold & delivered

and the Execution run thus

[annotated on cover:] JA's Lre to Mr Wm Radley of Greenwich Sol[icitor] for the Hospitall, touching the refusall of the People of Humshaugh & Haughton refusing to do Suite & Service there.

19 Nov 1743 Benson Highmore to John Airey

[Note: ZC/4/1/9. Mr Radley was the Greenwich Hospital's lawyer in London. The tithes mentioned were those for Dilston and Lorbottle, subsequently leased from the Dean and Chapter of Carlisle by the Greenwich Hospital receivers Walton & Boag 23 June, 1741. Given the date and location of the writer it was probably Benson Highmore, attorney, of Armathwaite and Highmore House, Carlisle.]

COPY of part of A Letter from the Lady Darwentwater Trustee and Guardian for her Son the honourable John Radcliff Esqr. dat[ed] June 8, 1720

To Thomas Errington Gent. at Capheaton in Northumberland her Agent and Steward as follows:

This is to lett you know that I would have you to renew the Lease of the Tythe from the Dean & Chapter: You must be Sure to agree for it at Midsummer; otherwise they say those Gents Rule is to advance considerably; You must make use of Some protestant

Trustee. I would have you Desire Mr Bacon from Me, that I may make use of his Name upon this occasion.

Tho Errington / Charles Busby

[test.] Edwd Carlisle (deputy Reg[istrar] to the D[ean] & Chap[ter])

Mr Airey

Being in a hurry when I wrote last to you I had not time to send you a copy of the Entry or Memorandum that I found in the Dean & Chapters Book. I sent a copy of it to Mr Radley at Greenwich before I received your last by the ret[urn] of the p[ost] that bro[ught] his to me. I thought A Copy of it w[oul]d be Satisfactory to you therefore have sent it as the postage <hole in paper> saved by the Bearer. the expence is increased for the Clerkes at publick offices will be paid for everything that they doe. As you Desired I've sent to you my Acct. with a receipt which the Bearer will Deliver to you. I shall think long till I have an oppertunity of treating You with a Bottle of the best Wine; And am Dear Sr.

Your most faithfull friend & Servt.

B Highmore

Carl[isle] 19 Nov. 1743

[on cover:] For John Airey Esq at ,s office in Newcastle

[annotated in Airey's hand:] Copy Lady Darwentwaters L[etter] on Surrendering Lease in 1720

1 Jan 1751 John Airey

[Note: ZC 4/1/2. Undated. The p[arcel] of deeds to which Airey's memo. refers were clearly part of the Radcliffe papers recovered from Capheaton Hall for the numbers referred to match those identified in a letter from Greenwich Hospital's Northern Receivers Walton and Boag to the Hospital of 16 May 1746. Airey was subsrequeently asked to catalogue them, a task Walton and Boag reported as complete by 15 March 1751. A date of 1 Jan 1751 is used here.]

In the parcel intituled No.8. Dilston Writing & Spittle Newbiggin

27 Octr. 4 Cha.1

Deed bet. Sr Edwd. Ratclyffe & Dinely & others among other Things the Rectory or Church of Whelpington

No.12. Manor of Warke & Symonburn Rectory

4 Sept 1665. Grant of the next presentation Symondburne to Francis Ratclyffe to Rippon & Allgood

No.16. Hartburne Rectory Whelpington &c

No.34. Hartburn Rectory

Comyns Reports - p.361 Ca:181

Mich. 7 Geo 1

The King ver. the Bishop of Durham The Chancellor [Master] & Scholars of Cambridge
Ed.Fenwick John Ward & Edwd Fenwick jun. Clerk. Int. Jun. 7. Geo I.

Ashmole's History of the Garter - Mr Wastel looking into it accidentally found
Symondburn - See Rolls at Windsor

<Sergt> Comyns was Mr Wastels Council [in] Advowson being severed does not pass
by a Grant of the Manor tho' formerly appendant to it. This had been Severed from
Warke 300d years.

[on verso in a different hand:] Memo abt.Symondburne, Hartburne and
Kirkwhelpington Rectorys.

1 Jan 1751 John Airey

[Note: ZC 4/1/3. 'Costly' is present-day Coastley. This is Airey's transcript of a much
older, undated document. The date used here is the same as that assigned to Airey's
transcript of other deeds found at Capheaton Hall (whcih certainly includede items
about Coastley). Airey clearly had great difficulty reading it - his transcript is
incomplete, unintelligible in places, and is itself difficult to read. The Abstract of
Coastley Title amongst the Greenwich Hospital papers (TNA ADM 79/65 ff 683-4)
records a deed between John Reidle and Edward Prior of Hexham dated 16 Dec 1532,
so the original might be presumed to be of the same date.]

Copy Agreem[ent] Award between the inhabitants of Hexham & Mr Ridley of Costly

Be it known to all men that Seys or herrys this wryting that wheyr theyr was an traves
depending betwext John Redeley of Costly Gentleman of the one p[ar]ty & the
townshipe of Hexham of the tother pty as concernynge on certayn ground & Common
at goes the Syke called the Glendewe it is agreide by the consent & assent of bothe the

sayde p[ar]ties afor the revd. and Father in Gode Edwarde Prior of Hexham Syr Cuthbert Radcliff Knyght Willm Carnaby [space left] Carnaby Knyght Thomas Eryngton of Wharnlee [space left] Carnaby Ballef of Hexham with many other onest persons that the forsayde townshepe of Hexham & the Successors & John redlee & his heirys shall pessabelly [peaceably] together occupi & have an parcell of the forsayde Gronde with the Ap[ur]ten[ances] as it bunds on the west syde of Cosly dike that goes North down to Wharnley felde to the Glendewe with the more [space left] it within the sayde Bunds & with waye for <Cariat> [?carriage] from the westwod gayt unto the lee gayt throw the felde up by Cosle <barn doors> & so up Hawton Hewth to cosle gayt bunding on the Townfelt with one other Pcell of Gronde as it lyes est from Grensyde unto Cosleburn without Cosle Gill to the gayte <whose> gayte stands <fornest> the <medis> off the Ewbysh land of Kyendayll & his Dike farther it is agreed that none of the forsayde townsepepe nor their Successors shall cut nor destroy wod dyke nor corn in passing or repassing with the Carr[eals] Gode to kepe the [Faltt] & yff there be any falt in ayd the sayd Falter to amend the sayde Falt by the Sight of any onest p[er]sons Also it is agreid yff the sayde John Ridlee or his Farmers Fende any Falter within his Farmalds tayk

[rest is missing]

[Annotated on cover:] Copy of an old agreement about Hexham Common between the Inhabitants & the owner of Cosley. The Prior of Hexham a party.

4 Dec 1751 John Airey

[Note: ZC/4/1/11.]

Papers Deeds & Writings of & concerning Greenwich Hospital Estate delivered out to whom & when

[in margin] 1746

The Leases of the Dean & Chapter of Carlisle of Dilston & Lorbottle Tythes delivered out to be proved on the Comission with Sir John Webb & afterwards sent to London as Exhibits

[in margin] 4 Dec 1751. These 4 Leases were this day d[elivere]d to Wm Labourn for Mr Walton See his Letter dated this day.

28 June 1693. Counterp[ar]t Lease from Francis Earl of Derwentwater to Sir Will. Creagh & others of West Green Gill for 21 years ? Duty with Bond to perform.

11. Dec 1682. Counterp[ar]t Lease from Sr Fran cis Ratcliffe to Dr Nairne & others of Garrigill Burn Lead mine 21 years ? duty with Bond to perform.

29. Nov 1693. Counterp[ar]t Lease from Francis Earl of Derwentwater to Sir Will. Creagh 21 years ? duty Bond to perform Garrygillburn.

18. Oct 1694. Counterp[ar]t Lease from Francis Earl of Derwentwater to Sir Will. Creagh of Taylor Sike Side Lead mine 21 years ? duty with Bond to perform.

[Annotated on cover:] Greenwich Hospital Papers delivered out & to whom &c

15 Dec 1752 John Airey to Nicholas Walton

[Note: ZC/4/1/12.]

Gentlemen

I Reced. your Favour with an account that the Board had ordered the Derwentwater Writings to be sent to London imediately.

When I got those papers from Belsay I found them in extreme Disorder for tho' the Title Deeds of each Estate were generally found in the parcel marked with the Name of the Estate yet in very many Instances they were intermixt with others in different parcels as well as with draughts of Pleadings & other papers in Suits Court rolls Letters & other papers no way concerning those Estates. It was impossible to form any plan for the regular Disposition of the whole till a Schedule of all the papers was made which has been done sometime ago but I deferred putting them in order in Boxes till the pleasure the Board was known where they were to be kept. It will be impossible to remove them in their present Condition & it will take up some time to put them into Order in Boxes & to new form the Schedules agreeable thereto. This I presume you will think it necessary to represent to the Board

I will be ready to attend you to Belsay when you think fit & am &c

JA

Dec 15:1752

Newcastle

[Annotated on cover:] Copy Letter to Messrs Walton & Boag on the Board's Order to remove the Derwentwater Writings to London. Dec 1752.

30 Dec 1752 Richard Horne to Nicholas Walton

[Note: ZC/4/1/15. Richard Horne was Secretary to the Board of Greenwich Hospital.]

At a Meeting of the Directors in the Royal Hospital for Seamen at Greenwich, 30th Dec.1752

The Rec[eive]rs L[et]ters of the 22d Inst. together with Mr Aireys & Mr Stephensons Letters Inclosed were laid before the Board.

Ordered that the Rec[eiv]ers do with all Convenient Dispatch send to the Board All the Title Deeds Court Rolls &c belonging to the DerwentWater Estate in the Condition they now are .

Adjourned to Wednesday 7 night at Salters hall . A Copy for Jno. Corbett Esq. Rd. Horne

[On cover:] 30th Dec 1752. Order of the Directors og Greenwich Hospitall for all the Derwentwater Writings Court Rolls &c to be sent up to London.

10 Jan 1753 Nicholas Walton to Edward Stewart

[Note: ZC/4/1/14. Accompanied by a letter cover (ZC/4/1/13) also addressed to 'Mr Edward Stewart in Westgate' annotated Mr Nich Walton 21 Augt 1752 with 'Edward Stewart in Newcastle' and other doodlings smudged out. Although dated Jan 1752 it is assumed this was a mistaken use of the old calendar style changed in the previous October, and 1753 is used here.]

Farnacres January 10th 1752

Dear Sir

Mr Simpsons Clarke from Penrith was at N[ew]Castle on Tuesday, & on talking the matter over with him about the Lead mines we are likely to have a Contest about, we find Mr Ricardson with whom we are to Contest it, setts up a Grant from the Hylton Family; under whom we apprehend the Derwentwater Family Claimed. And therefore it will be necessary to look into the Title to the Mannor of Alston moore, & see whether amongst these Deeds there be any Counterparts og grants, from the Hyltons. The Grant Mr Ricardson Claims under is from Sir Wm Hylton to Sir Thos. Layton, which Layton Conveyed afterwards to Ricardsons predecessors. I desire you will look into the Title of this Estate & if you can, that you will send me an Abstract of the Title; if you cannot send it by the bearer pray doe not fail to have it ready against tomorrow. I am

Sir Your most Hble Servt
Nich. Walton

[on cover:] To Mr Stewart attorney at law in Westgate

[Annotated:] 10 Jan 1752 Mr Nich Walton abt the Alstone moor leases 10 Aug 1752.

24 Jun 1753 John Airey

[Note: ZC/4/1/25. It appears to be a memo. by John Airey of reasons for delaying the delivery of the Derwentwater Deeds &c to the Greenwich Hospital Board in London - see letter from Airey to Everest, 25 June, 1753. The previous day's date is used here.]

Reasons ag[ain]st sending the Derwentwater Writings to London

By looking into the Deeds written Boundarys &c. with the Courtkeeper —

The Receivers who know the Scituation Names Boundarys & other minute Circumstances of the estates may discover many things to the Advantage of the Estates.

In Case of any Dispute the examining the Deeds &c and comparing them with the Testimony of living Witnesses is of very material if not of the mast Consequence {deleted few words} Whenever those Deeds &c are to be produced in Evidence it must almost always be in this Country.

If these Deeds are to be kept in London upon every such occasion a person must be sent down on purpose to produce them.

New Evidence may be discovered near the Time of Tryal & there may be Occasion for otyher Deeds or Writings when there may not be time to send for them.

The Courtkeeper can give an Accot. how those Deeds were come at which can't be so properly done after they are out of his poss[ess]ion.

[Annotated on cover:] Derwentwater Writings.

25 Jun 1753 John Airey to John Everest

[Note: ZC/4/1/16. Everest was John Everest, solicitor of the Greenwich Hospital, d 1769.]

Sir

All the Title Deeds relating to the Derwentwater Estates which were Seized by Sir Wm. Middleton on the late Rebellion, and lodged with me to put in Order, being lately sent up to London by Order of the Board, Least you may be employed in the further Arranging them, I send you the Gen[eral] Abstract of the Title with some Mem[oran]dums ab[ou]t the Better moddelling of them.

All the Schedules are with Copy of the Genl. Abstract & Mem.dum in the Box. You'l see by them the great Labour and Trouble I have had, and which cost me many Winter Days besides other spare time, every year since the Rebellion to get thro' that troublesome job. And I wo[ul]d soon have finished the Abstract compleatly, but that I was informed the Gov[ernor]s rather chose to have it done above.

I am Sir Your most Hble Servt

John Airey

Newcastle

25th June 1753

To Mr Everest at Greenwich

[on cover:] 25 June 1753. Copy J.A's ltre to Mr Everest abt. the Derwentwater writings.

9 Oct 1754 James Creed

[Note: ZC/4/1/17.]

To all Christian People, to whom the presents shall come We Sir James Creed Knight Peter Burrell, William Baxter, Thos Ripley Esqr Doctr David Cockburne Jams Spilman Wm Allix William Young Esqr & John Savary Esqr Nine of the Commissioners or Governors & Diretors of the Royall Hospital for Seaman at Greenwich Send Greeting Whereas by an Act of Parliament made and Passede in the twenty second year of his present Majestys Reign Intituled an Act for Vesting the several Estates of James late Earl of Derwentwater and Charles Radcliffe deceased comprized in several Settlements therein mentioned in Trustees for an Absolute Estate of Inheritance for the benefit of the Royal Hospital at Greenwich and for raising certainsum of Money out of the Part of the said Estates for the relief of the Children of the said Charles Radcliffe It is amongst other Things Enacted that

All that the Barony manor or Lordship of Langley with the Rights Members & Appurtenances thereof in the County of Northumberland. And also All those the Manors of Whittingstall alias Quittingstall and Newlands Dilston alias Develston Aydon Shields Warke Erlington & Meldon & every of them with their and every of their Rights Members & Appurtenances in the said County of Northumberland And all those Manors or reputed Manors of Spindleston Utchester Throckley Coastley Middleton Hall East Thounton alias Thornton East Westwood and Thornbrough & every of them with their & every of their Rights Members and Appurtenances in the said County of Northumberland And also All that the Advowson of the Church of Symondburne with the Appurtenances in the said County of Northumberland

And also all those the Manors or reputed Manors of Castlerigg & Darwentwater alias Keswick and Thornwaite with their & every of their Rights Members and Appurtenances in the County of Cumberland And also All that the Manor of Scremerston with the Rights Members & Appurtenances in the County Palatine of Durham And also all & singular the Messuages Granges Farms Lands Meadows pastures Feedings Woods Underwoods Tenements and Hereditaments whatsoever late the Estate of the said James late Earl of Darwentwater or whereof he was seized of any Estate of Inheretance in Possession Reversion Remainder or Expectancy situate lying and being in the said Counties of Northumberland & Cumberland County palatine of Durham & every of them with their Appurtenances which by the therein recited Indentures of Lease & Release of the twenty third & twenty fourth days of June One Thousand Seven hundred and Twelve were settled limited and assured to the uses in the said Indenture of Release of the twenty fourth day of June One Thousand Seven hundred twelve mentioned And the Reversion & Reversions Remainder & Remainders Rents Issues & profits of all Singular the same Premises should from & immediately after the Death of the said Charles Radcliffe be & be deemed to be re to have been divested out of his Majesty his Heirs & Successors settled upon & vested in the same were thereby from thence forth settled upon & Vested in the most Noble Chas Duke of Richmond & Lenox & the Right Honble Henry Fox Esqr their Heirs & Ass[ignee]s freed & acquitted re absolutely discharged of from & agt all& every of the uses Estates & Limitations in & by the said Indre of Release or Settlemt. bearing date the said 24th. day of June 1712 limited and created of & concerning the same to & for the first y other son of the sd. Chas Radcliff or the Issue Male of such first & other sons freed and absolutely discharged of & from all such Right Title Estate Interest Claim Demand as was Vested in his Majesty his heirs and Successors by Virtue of the several Attainers in the aid Act menconed or of the sev Acts of Parliament thereen recited or any of them and also freed & absolutely discharged of from all such Right Title Estate Int Claim demand as was was vested or that might or could Accrue or belong to his Maty his Heirs or Successors by Reason or means of James Barth.w Radcliffe & James Clement Radcliffe both in the sd. Act mentioned) or either of them having been born out of the Dominions of the Crown of Great Britain or otherwise howsoever (save as therein aforesaid) To the use of them the said Chas. Duke of Richmond & Lenox & Henry Fox their Ex.tors Admors Assigns for & during & unto the full end sterm of five hundred Years to be Computed from the Day of the Death of the sd Cha. Radeliffe and from thence next ensuing & fully to be compleat & ended without Impeachment of Waste from after the End Expiration or other Determination of the said Term then to and for the only proper use & behoof of the Right Hon. Archibald Hamilton Esqr comonly called Lord Archibald Hamilton, Chas Smith Esqr James Gunman Esqr. Sir John Thompson Knight Sr. James Creed Knight Petr Burrell Esqr. Wm Fewkener Esqr. Wm. Baxter Esqr Edwd Vernon Esqr Thos Ripley Esqr Dotr. David Cockburn Jas Spilman Esqr. William Allix Esqr. Fitz William Plumtree Esqr Wm Young Esqr & Capt. Francis

Dansays being Sixteen of the Comrs. or Govr. & Directors of the sd Royall Hospatal, for Seamen at Greenwich their Heirs & Apr. forever In trust nevertheless for themselves & the rest of the Comrs or Gov. & Directors for the time being of the said Royal Hospital

for the Uses & purposes foll[owing] (that is to say) In the first place for & towards the finishing & Compleating the Building of the sd Royal Hospital & after the Building of the same shall be compleated and Finished for ye towards the Support of the said Royal Hospital for the better Maintenance of the Seamon of the said Hosptal worn out & become decript in the Service of their Country

And it is by the said Act further Enacted That all that the Manor and Lordship of Alstone alias Aldstone Moor or Garrigill & all & every the Rights Members & Appurts thereunto betong in the sd Countyof Cumberland and all those the two parts (the whole into three parts being equally to be divided) of the Manor and Lordship of Newton Hall in the said County of Northumberland as all that the Moiety or one half part of the Village or Township of Buteland in the parish of Chollerton & County of Northumberland and all those the Rectories & Parsonages of Kirke Welpington harburne alias Hartburne and Mitford in the said County of Northumberland & all & Singular the Mes[uag]ses Tythes Farm Lands Tenemts & Hereditis wtsoever situate lying & being in the sd County of Northumberland wch by ye therein recited Indres of Lease & Release of the 23th 24th days of March 1691 were Settled limited and Assured to the uses in the said Indres of Release of the 24th. Day of March 1691 mentioned, And which by Virtue of the several Attainders in the said Act ment.d & of thesd recited Acts of parliamt or some of them did then remain vested in his Maty his heirs Successors subject to such Appropriation of the rents Profits thereof for the use benefit of the said Royal Hospital of Greenwich as aforesaid and the Reversion & Reversion Rem[ainde]r & rents & profits of all & singular the said last mentioned Premes should from thenceforth be divested out of his Majesty his Heirs & Successors & the same should be demed to be & they were accordingly from thence forth by the sd. Act settled upon & vested in the sd. Archibald Hamilton Chas Smith, Jas Gunman St John Thompson, St. Jas Creed Peter Burrell, Wm Fawkner Wm Baxter, Edwd. Vernon, Thos Ripley, David Cockburn, James Spilman, Wm Allix, Fitz Wm Plumtree, Wm Young, & Fr. Dansays their Heirs & Assigns, To the use of them their Heirs & Assigns forever In Trust nevertheless for themselves of the rest of the Comrs or Governors & Directors for the time being of the said Royal Hospital for & towards finishing & compleating the Building of the sd Royal Hospital & after the Building the same should be compleated finished for & towards the support of the sd Royal Hospital for the better Maintenance of the Seamen of the sd Hospital worn out & become decript in the Service of their Country freed and absolutely discharged of e from all such Right Title Estate Interest Claim & Demand as was Vested in his Maty his heirs & successors by Virtue of the several Attainders therein before mentioned or of the sd sevl Acts of Parliamt therein before recited or any of them, or otherwise howsoever, and freed & absolutely discharged of & from all such Right Title Estate Interest Claim or Demand as any other

person or persons whatsoever had or might or could have into the said last mentd Manors Messes Lands Tenamnts & Heredits or in & to any part or Parcell thereof upon any acct howsoever Save as thereinafter is mentioned.

And it is by the sd. Act further enacted That the said Archibald Hamilton Charles Smith, James Gunman, St John Thompsons. James Creed, Peter Burrell, Wm Fawkner, Wm Baxter, Edwd Vernon, Thos. Repley David Cochburn, James Spilman, Wm Allex, Fitz William Plumtree Wm Youngr Francis Dansays their Heirs & Assigns should in Trust as aforesd but subject to the said Term of 500 years as to the Premes comprized in the said Settlemt of the 24th. Day of June 1712 And as the same is therein before created (limited) hold and enjoy all & singular the Manors Lands Tenemts & heredits comprized in the said Settlements. Of the 24th Day of March 1691 o the 24th day of June 1712 and which were therein before mentioned Vested or mentioned to be Vested in them the said Archibald Hamilton, Chas. Smith, James Gunman, St. John Thompson, St. James Creed Peter Burrell, William Fawknes, Wm Baxter, Edward Vernon, Thos Ripley, David Cockburn James Spilman, Wm Allix, Fitz William Plumtree Willm Young Francis Dansay's and the same should be & be demed to be held of the Kings Maty his heirs & successors as of his Matys Manor of East Greenwich in the County of Kent by free & Comon Soccage Tenure, But nevertheless the sd Manors Lands Tenemts & Heredits should be & should be deemed to be subject to such Quit Rents Crown Rents and Dutchy Rents Issuing thereout respively as the same were respectively liable to on the 23. Day of June 1715.

And it is thereby further enacted that so soon as it should happen that so many of them That the said Archibald Hamilton Charles Smith, James Gunman, St John Thompsons. James Creed, Peter Burrell, Wm Fawkner, Wm Baxter, Edwd Vernon, Thos. Repley David Cochburn, James Spilman, Wm Allex, Fitz William Plumtree Wm Youngr Francis Dansays their Heirs & Assigns the Trustees nominated ye Appointed in and by the said Act for and on the Behalf of the sd Commr or Governr & Directors of the sd Royall Hospital at Greenwich should happen to die so as that the Number of such Trustees should be reduced to Eleven or to any lesser number that then & in that case it should & might be lawfull to & for the Commrs of Govern: & Directors of the sd Hospital for the time being or any seven or more of them & they are thereby authorized & empowered at any time thereafter by any Deed or Instrumt in Writing under their respective Hand & seals & to be inrolled in his Majestys High Court of Chancery to nominate such other psons as they the Sd. Comrs or Governrs & Directors of the sd Hospital Or any Seven or more of them should think fit in the Places of such of the said Trustees as should so happen to Die

And Whereas the sd Archibald Hamilton, Chas Smith, St. John Thompson Wm Fawkner, Fitz William Plumtree, and Francis Dansay, Six of the Trustees in the said Act ment named are since deced so that the Number of the said Trustees are now reduced to Ten Now Know Ye that the said Sr. James Creed Peter Burrell Wm Baxter, Thos.

Ripley, David Cockburn, James Spilman, Wm Allix, Willm Young, & John Savery in Pursuance of the said Act do hereby nominate the Honbl Isaac Townsend Esqr Govr of the Royal Hospl. aforesd Charles Saunders Esqr. Treasurer of the said Hospital Nicholas Tindal Clerk one of the Chaplains of the same Hospital Capt. John Major of Savage Gardens Towerhill London Capt James Loyd Lieutenant Governor of the said Hospital & Timothy Brett of East Greenwich in the County of Kent Esqr to be Trustees in the Place of the sd Archibald Hamilton Charles Smith, Sr. John Thompson, Wm Fawknre, Fitz William Plumtee & Francis Dansay's so deceased In Wilness whereof we the said St. James Creed Peter Burrell, Wm Baxter, Thos Ripley, David Cockburne James Spilman, William Allex, William Young, and Francis Dansays have hereunto set our hands & seals the 9th Day of October in the 28th. Year of the Reign of our Sovereign Lord George the second by the grace of God of Great Britain France & Ireland King Defender of the Faith &c in the year of our lord 1754.

Sealed & delivered (being first duly stamped) In the presence of
Rd Horne Jno Everest
Sol[icitor]s of Greenwich Hospital

[annotated on cover:] Coppy of a deed appointing New Trustees of the Derwentwater Estate dated 9 October 1754

6 Dec 1754 Nicholas Walton to Edward Stewart

[Note: ZC/4/1/18]

Ravensworth Castle Dec 6th:1754

Sir

We have together look'd over the Cases as to Mr Allgoods Claim & think it verry properly drawn; but there is a mistake in Saying the Lord of Wark has no Lands within the Mannor, as this Mannor Comprehends a verry large Tract in which the Hospital have a large estate Viz. The Barrony of Langley we apprehend is within the Mannor, Woodhall Ellrington &c but it is true the Lord has no Estates near the disputed Common or any thing within many Miles of it; therefore may it not be proper to alter it agreable to the Enclosed within the Draught &c will it not be proper to point out the Relation of Comissary Allgood to the present Gentleman. We think the Board will Expect that this case goes thro' our hands to them, & at the same time it may be proper for you to write to Mr Everest and acquaint him you have Stated this case which will bve Transmitted by us to the Board. As soon as it can be fair drawn we wou'd be glad to have it & are

Sir Your most Hble Servts

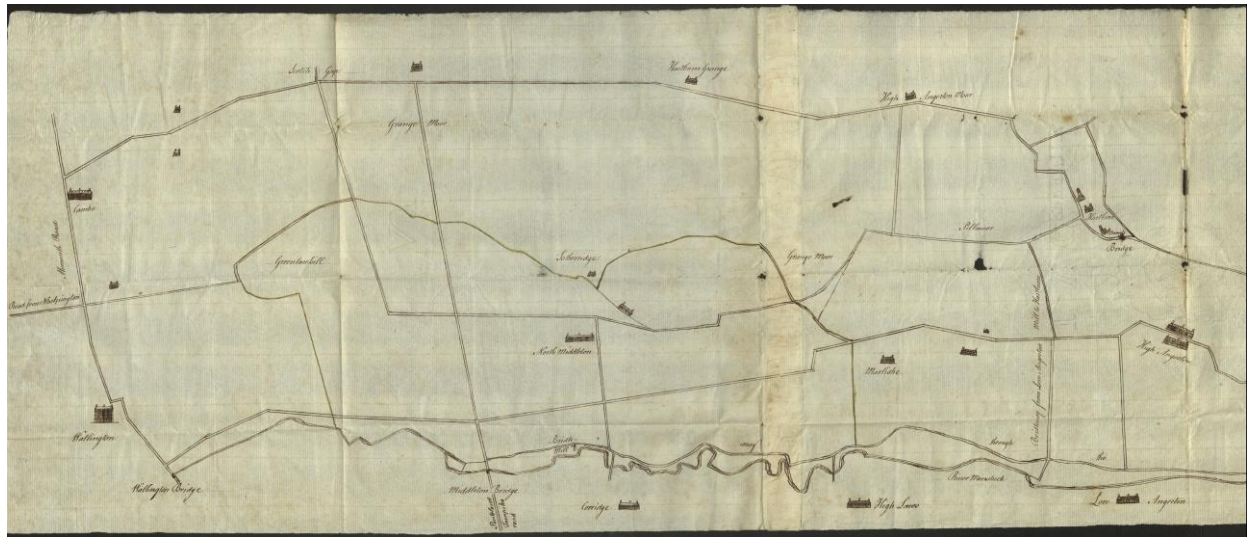
Nich. Walton

Hugh Boag

[on cover:] To Mr Edward Stewart Attorney at Law in Newcastle

Mid-1750s or later

[Note: ZC/4/1/5. this undated sketch map amongst Airey's papers showing the land eastwards from Wallington in Northumberland must date from after 1752 as it includes the Alemouth or Alnmouth Road constructed then, from Hexham to Alnmouth.]



9 Apr 1760 John Airey

[Note: ZC/4/1/21.]

Qu[ery] the antedated term of all the leases. if not bett[er] to be from last mayday [and] Mrs Fetherston's Lease to Mrs Button & Miss Robinson

Fourstones Colliery — Comon [q] Ingrounds which. [q] all to the Hospital

Gregshield Colliery

Both Collierys. the liberties seem not sufficient. Exception of liberty to enter & view awanting

Leases of the Tyths — Qu[ery] the parcels — exceptions - to enter and <re> restraint of assigning ought to be expressed in the proviso

Instructions for the following Leases

Fourstones Colliery to Willm Errington Esqr of Sanda [sic] in the County of Northumberland for 21 years from 12th May 1756 Rent £50 Per Ann. payable half yearly, upon the 12th November and 12th May in each year.

Greggshield Colliery to Chris. Bell of Hexham in the Parish of Hexham and County of North[umber]land Tanner for 21 years from the 12th May 1760. Rent £18 Per Ann. payable half yearly as above.

Hartburn. Tyths to Richd Dobson of Redheugh in the Parish of Gateshead and County of Durham Gent. for 21 years from 12th May 1758. Rent Per Ann. £120. Payable as above.

One Moiety of Midford Tyths to the same for 21 years from 12 may 1758. Rent Per Ann. £152.10.0 Payble as above.

[on verso:] Instructions for Leases from the Comrs. of Greenwich Hospital

to

Wm Errington Esq. of Fourstones Colliery

Mr Chris. Bell of Greggshield Colliery

Mr Richd Dobson of Midford & Hartburn Tythes. all in the County of Northumberland.

Leasers to be drawn. 21 years.

Mr Fawcet Mr Gibson Mr Silvertop to compare the Accts for 1757 & 58

[Struck out:] Mr Soulsby

9 Sep 1760 Thomas Mauleverer to Edward Stewart

[Note: ZC/4/1/19.]

Durham Apl. 9th 1760

Dear Sir

I have recd your favor concerning the intended reference between the Trustees of the Derwentwater estate & Mr Allgood, in answer to which I must acquaint you with my situation & how I am at present Circumstanced; In the first place I am to remain with the Regiment till the latter End of this Month, the month of may I am obliged to Employ at home, after which I return again to the Regiment; & then, as I find by Col[onel] Duncombe's account, who is at present with us, we shall continue Either at Durham or Newcastle all the summer, I shall be most ready & willing, in case I should happen to be named a Referee in the affair, to give my attendance & best attention to it, provided it be not begun before the latter End of June

I have consulted Col. Duncombe about it, & from that time to Michaelmas, or any other time you may limit for making the award in, I shall be at Liberty & ready to attend the business, Either at Newcastle Hexham or Elsewhere in that neighbourhood

I am obliged to you for your kind intentions, & beg leave to return you my sincere thanks for the many civilities I recd. at your hands, when we were in Quarters at Newcastle, & remain, with my best comp[liments] to Mrs Stewart.

Dr Sir Your very obedt. hble servt
Thos. Mauleverer

Mr Stewart

[on cover:] Greenwich Hospital & Mr Allgood - Mr Maleverer. 9 April 1760

14 Dec 1762 Edward Stewart to Nicolas Walton

[Note: ZC/4/1/22.]

Copys of the following Deeds & papers viz.

35.Edw.1. No 1. Inquisition

Oct 47 Edw.3 it No.1. Inquisition

29 Sept.1661. B. No.1. Lease from F.Radcliffe to Sr Cuth. Heron

Miscellaneous Papers No.4. A note out of some antient Record — — —

This & all other antient Records relating Tyndal or Wark shoud be searched for & Copys thereof taken & sent & in the meantime a Copy of this note may be sent

No. 13 Instructions for the Bailiff

18 Aug 1671. No.26. A paper beginning Mem. That all the Com[m]ons &c

16 Feb 1671 No.27. A mom. that all the Waise &c with the particular of what manors.

Gentlemen

I am much obliged to you for the Copys of the Case & Opinion ab[ou]t Hexham Mills & of the extracts of Deeds & papers relating Tyndall.

I have mentioned above such of the Deeds & papers as I apprehend from the Extracts we sho'd have full Copys of imediately & I wish that the Hospital wou'd be pleased to order Searches in all probable places for antient Grants Inquisitions &c concerning Tyndale of which I can hardly doubt there must be sev[era]l as this was an antient Barony & consequently relieving of the Crown besides it was also called a Liberty or Franchise & I have seen somewhere that it was part of the dowry of Phillippa Queen of Edward 3d. A knowledge of the antient State of Tyndal will best lead to the discovery of the Hospital's Rights there many of which are disputed others

disputable & several by long and continued Incroachments have been already entirley lost. I am Gentlemen

Your most obedt servt
Ed. Stewart

the 14 Dec 1762, Newcastle. Sent to Gateshead to be left at Mr Marley's

[annotated:] Dec 6. Copy Letter to Walton & Boag. Tyndal Papers to be Searched for & sent

20 Apr 1763 R Hussey

[Note: ZC/4/1/23. Relates to KC opinion on a Scremerston lease. Breaks inserted for ease of reading.]

His late Majesty King George the 2d by Letters Patents dated the 4th day of December in the first year of his Reign appoints several great Officers of State & many Noblemen Gentlemen & certain other persons therein named Commissioners or Governors for Greenwich Hospital Orders that any 7 of them may be a Court & after giving them several Powers relating to the finishing the Building the paying for the same and to the provision for the pensioners requires any 7 of them whereof the Commissioners of the Admiralty are to be two to hold a General Court Quarterly or oftner (if the Admiralty Shoud think proper) to consult concerning the Business & Affairs of the said Hospital AND for that many of the said Commissioners could not conveniently meet to carry on the Royal Intentions in the premises His Majesty did appoint 24 persons therein named (being 24 of the persons before appointed Commissioners or Governors) to be a standing Committee and to be stiled Directors of the said Hospital & requires any 5 of them to meet once a Fortnight or oftner if occasion to consult concerning the affairs of the said Hospital. And at all such Meetings to take care of carrying on the Building to state the Account for Works to make Contracts for Provisions & all other necessaries for the House and to do all other Matters relating thereto.

PROVIDED that all their proceedings whatsoever relating to the Management of the Affairs of the said Hospital be laid before the General Court to be held Quarterly or otherwise as before mentioned and to be at all times subject to their Comptroll AND the Commissioners of the Admiralty are thereby empowered to fill up the number of Directors upon any Vacancy by Deaths &c and to nominate such persons as they should think fit to be Directors in the Room of such person or persons so dying. BY an Act passed in the 22d Year of his said late Majesty for vesting the several Estates of James late Earl of Derwentwater & Charles Radcliffe deceased in Trustees for the Benefit of Greenwich Hospital The several Manors Lands &c of the said Earl James &

Charles Radcliffe are divested out of the Crown & the Fee Simple and Inheritance thereof are vested in certain Trustees therein named for the use of the said Hospital.

And it is thereby (inter alia) Enacted that it shall be lawful for the Commissioners or Governors and Directors for the time being of the said Royal Hospital or any seven or more of them from time to time and at all times thereafter to demise & grant all & every or any of the Mines of Lead Coals other Minerals as well opened as not opened within & under any of the aforesaid Lands and Premises to any Person or Persons for any Term of years not exceeding Twenty One Years and to Grant Leases of all or any of the aforesaid Manors Lands Tenements and Hereditaments unto any Person or Persons for any Term of years not exceeding Twenty One Years to take Effect in Possession & not in Reversion reserving on every Lease or Grant of Mines such Dues or Rents as they shall judge most reasonable and reserving on every other Lease the best yearly or other Rents or Dues which can be reasonably gotten without taking any Fine &c BUT

It is Enacted that in every such Lease there shall be contained a Condition of Rentry for Nonpayment of the Rents & that the Lessees shall execute Counterparts & that no Clause shall be contained in such Leases other than in Leases of Mines or Minerals to give Lessees power to commit waste or to exempt them from punishment for committing the same.

John Romer Esqr. being in Possession of a Colliery in Scremerston under a Lease which will expire on May 1764 and being also in Possession of Limestone Quarries & Kilns (both of them part of the said Estates) under a Lease which will expire in May 1766 On or about the 28 of April 1762 applied to the Directors of the said Hospital to have a Renewal of these Leases respectively for 21 years upon Surrender of the present Leases

This Application was referred to the Receivers or Agents for the said Estates in the Country who about 7th May following reported that they think him intitled to a Renewal preferable to anybody. About the 19th of the same Month Mr Romer gave in his Proposals which were likewise referred to the Receivers and about the 18th of June following the Receivers having viewed the Premises recommended higher Terms than what Mr Romer had offered. 31st July following (Mr Romer having wrote to know what had been done) the Secretary was directed to acquaint him that the Directors will Grant him a Renewal upon the Terms the Receivers recommend. On the 13th of August the Secretary wrote to Mr Romer in the following Terms. I have received & laid before the Directors of Greenwich Hospital your Letter of 22d of last Month on the Subject of the Renewal of your Leases of Scremerston Colliery and of the Limestone Quarries & Kilns now under Consideration & in return I have their Direction to acquaint you that they will Grant you Leases of the said Colliery Limestone Quarries & Kilns on the Terms & for the number of years specified in the inclosed Paper (to which I refer you) upon surrendering your present subsisting Leases.

Paper referred to in the above Letter

'Terms upon which a renewal may be granted John Romer Esqr. of his Colliery Lease at Scremerston upon his surrendering his present subsisting Lease

That he pay £300 per Ann. on a Term of 17 years certain to commence the 12th day of may 1762.

That he pay Damages of Ground & Hedging both in the Inground & Moor at Scremerston

That he furnish the Hospital Tenants with Coals at 4d per Boll for the Large Coal and 2d per Boll for the Small Coal, each Boll to contain 28 Winchester Gallons

That he do not exceed the number of 25 Hewers at any time during the whole Term

That he pay 12s per Ton additional Rent increase & he send any Coals from Scremerston by Water And That he subject himself to the usual Covenants and such others as shall be though reasonable

John Ibbetson
13th of August 1762

'Terms upon which Renewal may be granted to John Romer Esqr. of a Lease of the Limestone Quarries & Kilns at Scremerston upon surrendering his present subsisting Lease ;

That he pay £100 per Ann. on a Term of 17 years certain to commence the 12th day of May 1762 That he pay damages of Ground & Hedging both in the Ingrounds and Moor at Scremerston.

That a Draw Kiln which he now has near the Sea (and which he makes no Use of at present) be reserved for the use of the Hospital.

That Limestone be reserved for the Tenants of the Northside of Scremerston for the use of their Farms only.

That he do not employ above 13 persons at any one time during the above time in carrying on the above. And that he do subject himself to the usual Covenants and to such others as shall be thought reasonable.

John Ibbetson
13th of August 1762

Mr Romer thought fit to accept these Terms and on 19th of the same month wrote to the Secretary as follows.

'In answer to your favor of the 13th inst I was in hopes that the Directors of Greenwich Hosp. would have been pleased to have approved of my given in Proposals as an old Tenant & in consideration of above £600 given up by the Surrender of my present

subsisting Leases; but since the Hon[ora]ble Board are of a different opinion I entirely submit myself to them and accept of their Terms (though I fear I shall have a hard Bargain) for a Renewal of the Leases of my Colliery & Limestone Quarries & Kilns at Scremerston upon surrendering my present subsisting Leases.' This Letter having been laid before the Directors it was about the 1st day of Sept. last ordered to be inserted in their Memorial to the next General Court as a thing proper to receive the Sanction of the Court.

But soon after this the Directors being informed that great Clamours had been made in the Country and that it was notorious the Premises (on the Terms Mr Romer was to have his Renewal) would be underlet considerably The Board ordered the Receivers to be wrote to about it, One of whom went to Scremerston to make Enquiry into the Cause of those Clamours, and in several Letters repeatedly recommended it to the Directors to advertize the said Colliery &c as the Leases run out, and let the same to the best bidder, being verry well assured the Hospital would get between One & two hundred Pounds per Ann. more for them than what Mr Romer had consented to give.

December 11th. Mr Romer wrote to the Secretary as follows. 'As I have not been honored with any Orders from the Board (meaning the Directors) since mine of the 19 August last I hope Sir you'll excuse this trouble and give me leave to add as follows, That for want of them (orders) I am greatly at a loss to know where & to whom I am to surrender the old Leases as the next half years Rent is due and will be paid under the new Your full Directions therein Sir will greatly oblige.'

On 18th of the same Month the Secretary wrote to Mr Romer as follows 'I have this day laid before the Board of Directors for Greenwich Hospital your Letter of the 11th instant. representing, 'that for want of any Orders from them since the 19th of August last, you are greatly at a loss to know when and to whom you are to surrender the Old Leases, as the next half years Rent is due & will be paid under the new'. In return to which I am to acquaint you, that nothing further could be done by the Board after the Receipt of your aforesaid Letter of 19th of August untill a Gen[eral] Court of the Commissioners for the Hospital had given their consent & Concurrance to a Renewal of your Leases. Upon a Presumption that you was sufficiently informed of the nature of their proceedings in Letting of Leases, to know that none could be valid without the Confirmation of such General Court, under whose controul the Directors are, it was thought unnecessary to correspond with you any farther upon the Subject 'till the Sentiments of the approaching General Court (which will be on Thursday next) were known : What they may be is uncertain, but you may be assured of having their Resolutions transmitted to you by Fridays Post.'

Those Letters being read to a General Court held on Thursday 23rd of December, and the whole of what passed upon the occasion between the Directors & Mr Romer being made known, The Court disapproved of Mr Romers having a Renewal, with which he

was made acquainted on 28th of the same Month in the following Letter from the Secretary 'The Commissioners for Greenwich Hospital having at their General Court disapproved of your having a Renewal of your Leases for the Colliery, Limestone Quarries & Kilns at Scremerston being very well informed the said Colliery, Quarries & Kilns will be Let much better by public Advertizement in the usual manner by which yourself & every person inclined to become a Tenant will have a fair Opportunity of bidding for the same, I have their Commands to acquaint you therewith.'

In return to this Mr Romer writes to the Secretary as follows. 'I never before felt myself more disagreeably circumstanced than I feel at present from your last Letter . That the whole transaction with the Board was fair & open & communicated to my Friends who would soon have ceased to be so had it been otherwise , That at different times I have told them all the Terms of renewal were fully agreed upon & settled , That in everything since yours & mine of the 13th and 19th of August I have in every step since taken considered them as such, and in particular reduced my number of Hewers to the number mentioned therein &c &c _ That till your last Letter I never knew, enquired into, or had a doubt of the Power of the Board of Directors, General Court of the Commissioners for the Hospital, or of the Commissioners for Greenwich Hospital, Terms as I thought indifferently made use of in the above Letters, and of the same Import till I received your last, save what was ment[ione]d in a Letter from Messrs Boag & Walton your Agents Sept. last, in answer to one of mine alike in substance with that already copied, dated 11th December long subsequent in point of time to yours & mine of the 13th & 19th of August, and was in substance as follows. That they intended receiving the Derw[entwater] Rents at Whittingham the 26th of the Month following and would be glad to see me there, inclosing me therein a Copy of the Board's Minute relating to my Renewal adding that nothing further could be done 'till a General Court , or something to that Effect, that therefore upon the whole without charging myself with having successfully imposed upon the Board & their Agents, and having that Charge believed by all my Friends, who are no strangers to what has already passed; which well knowing the Contrary to be true I hope the Honourable Board upon enquiring into my Character and Situation in Life, will think impossible for me to charge myself with, and that upon further enquiry into the matter whatever Representations may have been sent up to the contrary, and upon comparing the Terms expressly & absolutely (Viz: without any Condition) offered and accepted of by us the several Parties in honour & justice of the fairness & openness of the Transaction will be pleased in due time to carry the above Terms of Agreement into full Execution and the rather as the like Agreements by Surrender that have been formerly made agreed to and confirmed by the Board; and give me leave to add that upon no occasion whatever a more minute or particular enquiry was ever made into the value of the Hospital or other Lands than was made by your Agents who assisted by Mr Brown well known upon the River Tyne for his great skills & Knowledge in Collieriys, examined the Workings and Vend &c of the said Colliery And that the Vend &c of the Drawkilns, was not less enquired into by the Agents themselves, and all that after my

Proposals had been given in & long before the said Letters of the 13th & 19th of August last; and to add also that if I did not think my Character was blended with the Completion of the Agreement I could readily forgoe any Bargain much more beneficial than the present rather than by asking any thing disagreeable, risque that Favour & Character with the Board which in every Instance of my dealing with them since I have had the honour of becoming their Tenant I have industriously endeavoured to deserve, and that not for my own Sake only but for that also of my Family.

Q[ue]ry] Whether the proceedings or Acts of the Board of Directors with Mr Romer here stated are valid without the Concurrence of a General Court. And if Mr Romer can oblige either the Comm[issioners] or the Directors of the Hospital to grant the Renewal of his Leases.

The Minutes of the Board transmitted to Mr Romer by the Secretary seem to me to be in the nature of Proposals and by no means a compleat Agreement for a Renewal, such Proposals being by virtue of his Majesty's Commission and of the Course of Business always subject to the Controul of the General Court, and consequently without the consent of such Court the Directors ought not to renew the Leases. This being the case I think Mr Romer cannot compel the Commissioners or Directors to execute such Leases, and under the present Circumstances I would by no means advise them

R Hussey

Temple, April 20th 1763

[annotated:] Copy of Case on the Transactions between the Directors of Greenwich Hospital & Mr Romer as to the Renewal of his Leases with Mr Husseys opinion thereon.