

30 Aug 1729 John Webb to John Jackson

[Note: The Derwentwater estates were sequestered after the execution of the Earl of Derwentwater in 1716 following the Jacobite rising. However they were returned to John Radcliff, the Earl's infant son and heir, because the estates were entailed. Radcliff was however stripped of his titles. John Radcliff's guardian was initially his mother, and after her death his maternal grandfather, Sir John Webb of Hatherop (misspelt in the lease below). The lease is of a very short duration – presumably it was so designed to take account of John Radcliff's coming of age. However John Radcliff never did come of age, dying in 1731 at the age of 18 without an heir. It was only after this that the Crown could finalise the process of awarding the Derwentwater estates to the Greenwich Hospital.

Spaces inserted into transcript for ease of reading.]

This Indenture Made the Thirtyeth day of August in the year of our Lord One thousand Seven Hundred and twenty nine Between Sir John Webb of Hawthropp in the County of Gloucester Barrr. Grandfather Tutor and Guardian of the honourable John Radcliff Esqr. now an Infant and under the age of twenty one years and the Said John Radcliff of the one part and John Jackson of Scale Bank Nicholas Richardson of Hillhouse and John Grindale of Aldston all in the County of Cumberland yeomen of the other part

Witnesseth That the Said Sir John Webb for and on the behalf of the Said John Radcliff and as his Guardian as well for and in Consideration of the Rents and Covenants herein mentioned and reserved As alsoe for divers other good Causes and Considerations him hereunto moveing and indenting hath demised Lett and to farm letten and by these presents doth demise Lett and to farm lett unto the said John Jackson Nicholas Richardson and John Grindale their Executors Admints and assignes all that Mine of Lead or other Oar (the Same not being within the Compass of any former Grant now in Force) and all Mines of what kind soever they be (Cole mines excepted) as well opened as not opened or found or to be found att a certaine place commonly called or known by the name of Bailhill in Aldston Moor in the Said County of Cumberland So as the ground hereby granted contain in breadth no more than Forty yards on each side of the Main Veine of the Said Mine and in length noe more than Six hundred yards att each end of the first or founder Shaft wrought or to be wrought by the said John Jackson Nicholas Richardson and John Grindale their workmen Agents or assignes upon the said Main Vein and as the Said Vein Shall lineally extend

together with Free Liberty to dig and break up earth and to work and gett Lead or other Oar within all or any of the premisses So limited and bounded as aforesaid and also Ingress Egress and Regress to from and through the Said Moor with any Sort

of Carriage for the Carrying away the Lead or other Oar that Shall be gott in the Said Mine and for the carrying all Such other things to and from the Said Mine as Shall be used in and about the working thereof and likewise full Liberty to do whatsoever is or shall be needfull for the winning and getting of Oar and for the washing and cleansing thereof

Together with liberty to Winn Stones Slates Sand Gravell Clay Limestones Peats Turf Ling and Hather for the building and Covering of houses Lodges or Sheds for the Said John Jackson Nicholas Richardson and John Grindale their Executors Admits Servants workmen and assignes to dwell in and for all other necessary Uses of the Said Works as hath been accustomed So as Such houses Lodges and Sheds be built and the Said libertys be used no otherwise than upon the Waists and Commons and not upon any of the Grounds Severally inclosed or Severally belonging to any Tenants or Lessees of the Said John Radcliff

to have and to hold the said Mine (the Same not being within the Compass of any former grant as aforesaid) and all and Singular other the libertys priviledges and premisses above in and by these presents leased Lett and to Farm Letten or mentioned or intended so to be with their and every of their appurtences and every part and parcel thereof (except before excepted) unto the said John Jackson Nicholas Richardson and John Grindale their Executors Admons and assignes from the First day of May last past before the date hereof for & during and unto the full end and term of Six years from thenceforth next beginning fully to be compleat and ended

yeilding paying reserving and delivering therefore from time to time and att all times during the Said term unto the said John Radcliff his heires or assignes one full fifth part (the whole into five parts equally to be divided) of all the Lead Oar or other Oar which Shall be gotten forth and out of all or any part of the Said leased premisses the Same to be well washed cleansed and preserved as is hereinafter expressed

And the Said John Jackson Nicholas Richardson and John Grindale doe hereby for themselves their heirs Exects and admints Covenant promise grant and agree to and with the said John Radcliff his heirs Executors admints and assignes & every of them in manner following (that is to Say) that they the Said John Jackson Nicholas Richardson and John Grindale their Executors Admits and assignes Shall and will from time to time and att all times during the Said term before they Shall dispose of any part of the said Oar leave or Cause to be left a part and by itself in good and Sufficient Bingsteeds for the said John Radcliff his heirs and assignes one full fifth part (the whole into five parts equally to be divided) of all the Lead Oar or other Oar that Shall from time to time be wrought and gotten forth and out of all or any part of the Said Leased premisses the Same to be well washed and dressed and after the best manner made fitt for Smelting and to be as good and pure Oar as Shall be Carryed away by the said John

Jackson Nicholas Richardson and John Grindale their Executors Admints or assignes or any of them

and also that from time to time and att all times till the Expiration or other Sooner determination of this Lease for the Space of two years next after the said fifth part of the Said Oar Shall be laid by to and for the said John Radcliff his heirs and assignes as aforesaid they the Said John Jackson Nicholas Richardson and John Grindale their Executors Admints and assignes shall and will preserve and Safe keep the Same in the Said Bingsteeds from all Imbezelling or diminution of the Said Oar and Shall att the Expiration or other Sooner determination of the Said term weigh and deliver or Cause to be weighed and delivered to the said John Radcliff's Moor Master or to Some other appointed by him for that purpose So much Oar as Shall be then due to the Said John Radcliff from the Said Mines for his said fifth part (the Said delivery to be in Summer) and after giving three months Notice to the said John Radcliff's Moor Master

and that att any time during the Said term of two years It shall and may be lawfull to and for the said John Radcliff his heirs and assignes or any other person or persons who are or Shall be authorized and appointed by any writing under the hand of the said Sir John Webb or of the Said John Radcliff his heirs or assignes or under the hand of any other person impowered by him or them for that purpose to take and Carry away the Said Oar for the use of the Said John Radcliff his heirs or assignes

and that if it Shall happen the Said John Radcliff's fifth part of the Said Oar Shall fall Short or be in any way imbezelled or diminished before the said John Radcliff his heirs or assignes (within the Said Space of two years and before the expiration or other Sooner determination of this Lease) Shall think fitt to remove the Same that then and in Such Case the said John Jackson Nicholas Richardson and John Grindale doe for themselves their Executors Admints and assignes Covenant and <p...e> to and with the Said John Radcliff his heirs and assignes that they the said John Jackson Nicholas Richardson and John Grindale their Executors Admints and assignes or Some or one of them Shall and will answer and make full Satisfaction to the said John Radcliff his heirs or assignes for the same

and if the said John Jackson Nicholas Richardson and John Grindale their Executors Admints or assignes or any of them shall do and Shall refuse to make Such Satisfaction for the Same that then it Shall and may be Lawfull to and for the said John Radcliff his heirs or assignes into the said leased Premisses or into any part thereof in the Name of the whole to reenter and the Same to Repossess and reenjoy as his and their former estate (anything herein Contained to the Contrary thereof in anywise notwithstanding)

and further also that if they the said John Jackson Nicholas Richardson and John Grindale their Executors Admits or assigns shall at any time during the said term be desirous to Sell his and their Shares of the Said Oar that then and in Such Case the said John Jackson Nicholas Richardson and John Grindale their Executors Admits. And assigns or any of them who Shall be desirous to make Such Sale as aforesaid Shall and will before any Such Sale be made first offer the Same to the said John Radcliff his heirs or assigns and that the said John Radcliff his heirs or assigns shall be preferred therein before any other person or persons whomsoever the said John Radcliff his heirs or assigns paying unto the said John Jackson Nicholas Richardson and John Grindale their Exects. Admits or assigns or Such of them that Shall So Sell his or their Shares of the Said Oar Such price or prices for the Same as any other person or persons will really and bona fide give for the said Oar

and further that they the said John Jackson Nicholas Richardson and John Grindale their Executors Admits Servants workmen and assigns Shall not for above the Space of twenty days in the whole in any one year during the said term discontinue working or using his and their best and utmost endeavours for the most effectually working and winning of the Said Mines

and Shall and will Constantly when the Said Mines will allow thereof employ therein at least four men (except on Sundays and other Holydays or in the winter Season when by reason of Storms and bad weather they the said John Jackson Nicholas Richardson and John Grindale their Executors Admits Servants workmen or assigns are So hindered as that they Cannot gett to work the said Mines)

and that from and after Such discontinuance of working the said Mines for above the Space of twenty days in any one year as aforesaid (except as before excepted) this present Indenture of Lease and the term of years then to come and unexpired Shall Cease determine and be Utterly Voyd and of none effect

and that then and in Such Case they the said John Jackson Nicholas Richardson and John Grindale their Executors Admits or assigns Shall within three months after such discontinuance of working the Said Mines Surrender this present Lease unto the said John Radcliff his heirs or assigns or unto his or their Moor Master to be Cancelled

and further that from thenceforth it Shall also be lawfull to and for the said John Radcliff his heirs or assigns or his or their Moor Master into the Said leased premisses or any part thereof in the name of the whole to reenter and the Same to Repossess and enjoy as his and their former estate (any thing in these presents Contained to the Contrary thereof in any wise notwithstanding)

and further also that they the said John Jackson Nicholas Richardson and John Grindale their Executors Admits and assigns or Some of them Shall at the end of every week

during the Said term (if thereto requested by the Said John Radcliff his heirs or assignes or by his or their Moor Master) make give and deliver to him them or Some of them So requesting the same true fair and perfect accounts in writing of all Such Bings Horseloads Sacks or poaks of Lead or other Oar as in every preceeding week Shall be taken and Carryed from the said Mines

and that they the said John Jackson Nicholas Richardson and John Grindale their Executors Admints Servants Workmen and assignes every of them shall and will during the whole Continuance of the Said term work the said Mines fairly and orderly

and that it shall and may be lawfull to and for the Moor Master of the said John Radcliff his heirs or assignes or any viewer or viewers or other person or persons Skilfull in Mines and for that purpose appointed by him or them att any time during the Said term att his and their Wills and pleasures to ride or descend into all or any of the pitts or Shafts within the Said hereby leased premisses to view and inspect the working of the Said Mines

and that the said John Jackson Nicholas Richardson and John Grindale their Executors Admints or assignes [n]or any of them Shall att any time hereafter during the Said term do or Cause to be done any wilfull act or thing whatsoever which may apparently hazard or endanger the Loss or damage of the Said Mines

and further that it shall and may be lawfull to and for the said John Radcliff his heirs and assignes or any of them att any time during the said term (if the Same be requested under the hand of the Said John Radcliff or by his order under the hand of his Moor Master) to have the free use and liberty of any of the Watercourses Drifts or Levells belonging to the Said leased premisses for the better winning and working any other adjacent Mine or Mines belonging to the said John Radcliff his heirs or assignes paying only such recompense or Satisfaction for the Same as by persons equally Chosen for that purpose Shall be thought reasonable and Suitable to the damage done

and further also that the said John Jackson Nicholas Richardson and John Grindale their Executors Admints Stewards Servants and assignes Shall & will from time to time and att all times during the said term permitt and Suffer the Moor Master of the said John Radcliff or Such other person or persons as the Said Sir John Webb as he the Said John Radcliff his heirs or assignes Shall by any writing under his or their hands authorize and appoint to inspect and peruse all and every the account books and papers of account which the Said John Jackson Nicholas Richardson and John Grindale their Executors Admints or assignes or his their or any of their Steward or Stewards Servant or Servants Shall from time to time keep for the placing and Setting down of the Lead or other Oar which Shall from time to time be wrought and Carryed from the Said Mines

and also that they the said John Jackson Nicholas Richardson and John Grindale their Executors Admits and assigns or his or their Stewards or Bookeepers who shall keep the Said accounts Shall and will once in every week during the Said term if thereto requested compare his and their accounts with the said John Radcliffs Moor Master or Stewards accounts and Sign and Subscribe his and their Name or Names to the said John Radcliffs Moor Master or Stewards book or books containing true Copys of the weekly accounts which Shall from time to time be delivered as aforesaid

and that they the said John Jackson Nicholas Richardson and John Grindale their Executors Admits & assigns Shall and will att the end & expiration or other Sooner determination of this present demise leave two Shafts well timbered & in good order upon the Foreheads of the said Mines and shall and will also then deliver up the quiet & peaceable possession of the said premisses hereby granted unto the said John Radcliff his heirs and assigns

and the said John Jackson Nicholas Richardson and John Grindale do further for themselves their heirs Executors & admints every of them covenant promise and agree to and with the said John Radcliff his heirs & assigns that in case they the Said John Jackson Nicholas Richardson & John Grindale their Executors admints or assigns do not att the end of the Said three month next after Such discontinuance of working the Said Mines for the Space of twenty days in any one year during the Said term as aforesaid (except as before excepted) give up and Surrender the Said Lease unto the Said John Radcliff his heirs or assigns to be Cancelled that then the Said John Jackson Nicholas Richardson & John Grindale their Executors admints. or assigns Shall & will upon request of the Said John Radcliff his heirs or assigns well & truly pay or Cause to be paid unto the said John Radcliff his heirs or assigns the Sume of twenty Shillings a month for every month that they the Said John Jackson Nicholas Richardson & John Grindale their Executors Admits or assigns Shall not Surrender & give up the Said Lease to be Cancelled after Such discontinuance of working of the Said Mines as aforesaid

and it is agreed by and between the said partys that the said twenty shillings a month Shall be distributed amongst Such poor & decayed workmen or Grovers & their Familys in Aldston Moor as the Said John Radcliff his heirs and assigns Shall think fitt to be proper objects for Such Charity money & upon refusall to pay the said twenty shillings a month or any part thereof unto the Said John Radcliff his heirs or assigns for Such uses intents & purposes aforesaid then it Shall & may be lawfull & in the election of the said John Radcliff his heirs or assigns to Stop and hinder the Said John Jackson Nicholas Richardson & John Grindale their Executors Admits or assigns from leading & conveying away any of his or their Lead or other Oar from the Said Lead Mines or the Selling & disposing thereof from the Said Leadmines or Leadgroves untill the Said twenty Shillings a month & all arrears thereof be fully paid and Satisfied or else to enter upon Sell and dispose off att the then usuall & Current Markett price for

Such like Leadoar So much of the Said Oar belonging to the Said John Jackson Nicholas Richardson & John Grindale their Executors admrs. & assignes as Shall or may be Sufficient to pay & answer the Said twenty Shillings a month & all arrears thereof then due behind & unpaid for Such default of working the Said Mines & Surrendering of the Said Lease as aforesaid rendering the Overplus if any be to the said John Jackson Nicholas Richardson & John Grindale (anything herein contained to the Contrary thereof in any wise notwithstanding)

and the Said Sir John Webb doth hereby for himself his heirs Executors & admrs. & every of them Covenant promise & agree to & with the Said John Jackson Nicholas Richardson and John Grindale their Executors Admrs. & assignes in manner following (that is to Say) that it Shall and may be lawfull to and for the said John Jackson Nicholas Richardson and John Grindale their Executors Adminrs & assignes from time to time & att all times hereafter during the Said term (he & they performing all and Singular the Covenants & agreements herein expressed on his & their parts to be done & performed) peaceably & quietly to have hold use occupy possess & enjoy all and & Singular the Said premisses for & during the Said term without the lett or disturbance of the Said Sir John Webb or of the Said John Radcliff his heirs or assignes

In witnesse whereof the partys above Said to these present Indenture interchangeably have Sett their hands and Seales the day & year first above written:

J. Webb (and seal)

Sealed and delivered in the presence of us
Hen[ry] Rodbourne
Tho: Crichton