

17 Apr 1714 James Radcliffe to Richard Ridley

[Note: This indenture of lease was granted to a partnership of four – Richard Ridley, mayor of Newcastle, George Ledgard of Newcastle, George Robson of Ninebanks and Andrew Fenwick of Durham. On the same day James Radcliffe, the 3rd Earl of Derwentwater granted another lease to the same partners. This lease was for Killop Edge near Redgroaves. The Redgroaves lease was for an existing mine and vein, the Killop Edge one was for a new mine. The exact location of Redgroaves is not currently known. Both leases follow a standard form of words and conditions, evidently used on all Derwentwater mine leases on Alston Moor.

Spaces inserted into transcript for ease of reading.]

This Indenture made the Seaventeenth day of April In the year of our Lord God One thousand Seaven hundred and Fourteen and in the Thirteenth year of the Reigne of our Sovereigne Lady Queen Ann over Great Brittain ecr Between the Right Honorable James Earle of Darwentwater Viscount Radcliffe and Langley and baron of Tindale of the One part and Richard Ridley of the Town and County of Newcastle upon Tine Esq Lord Mayor of the said Town George Ledgard of the said Town and County of Newcastle upon Tine Esqr George Robson of NineBanks in the County of Northumberland Gent and Andrew Fenwick of the City of Durham Gents of the other part

Witneseth That the said Earle of Darwentwater for & in consideration of the Rents Covenants and Agreements herein after reserved and Expressed and for diverse other good causes him thereunto moveing Hath Leased Lett and to Farme Letten and by these presents doth Lease Lett and to Farme Lett unto the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Execrs Admints and Assignes all those Mines of Lead or other other Oar And of all Mines of what kind soever there be (Coalemines Onely Excepted) as well Opened as not Opened or found or to be found att a Certaine place comonly known by the Name of Redgroaves att Nenthead in Alston Moor in the County of Cumberland so as the ground hereby Granted Containe in Breadth no more than Forty yards on each side of the Maine Veine of the said Mines and in Length no more than Six hundred yards att each end of the First or Founder Shaft now wrought by the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their workmen Agents or Assignes upon the said Maine Veine and as the said Veine shall lineally Extend together with free Liberty to digg and break upp Earth And to worke 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 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 Mines and for the Carrying all such other things to and from the said Mines as shall be used in and about the working thereof and likewise full Liberty to doe whatsoever is or shall be needfull for the winning and getting of Oar

And for washing and cleansing of thereof Together with Liberty to Winn Stones Slates and Gravell Clay Limestones Peats Turff Ling and Hather for the Building and Covering of Houses Lodges or Sheddts for the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Admints Servants workmen and Assignes to dwell in And for all other Necessary uses of the said Works as has been accustomed so as such Houses Lodges and Sheddts be built and the said Liberties be used no otherwise Than upon the waists and Comons and not upon any of the grounds severally Inclosed or severally belonging to any Tenants or Lessees of the said Earle

to have and to hold the said Mines and all and Singular other the Liberties priviledges and premisses above in and by these presents Leased Lett and to Farme Letten or mentioned or intended soe to be with their and every of their Appurtenances and every part and parcell thereof (Except before Excepted) unto the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Admints and Assignes from the Twenty First day of December last past before the [these last nine words inserted above the text] day of the date hereof for and dureing and unto the full End and Terme of One and Twenty years from thenceforth next ensueing fully to be compleat and ended

yeilding paying reserving and delivering therefore from time to time and att all times dureing the said Terme unto the said Earle his heires or Assignes one Full Fifth part (the whole into Five parts equally to be divided) Of all the Lead or other Oar which shall be gotten forth and out of All or any part of the said Leased premises The same to be well washed Cleansed and preserved as in hereinafter Expressed

And the said Richard Ridley George Ledgard George Robson and Andrew Fenwick do and doth and every of them doth for him and themselves their and each and every of their several and respective Heires Exects and Admints Covenant promise Grant and Agree to and with the said Earle his heires and assignes and to and with every of them by these presents in Manner and Forme Following (that is to say) that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or Assignes shall and will from time to time and att all times dureing the said Terme before the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or Assignes or any of them shall dispose of any part of the said Oar Leave or Cause to be left a part and by itself in good and Sufficent Bingsteads for the said Earle his heires and Assignes one full Fifth part (the whole into Five parts equally to be divided) of all the Lead 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 premises 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 that which shall be carried away by the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators 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 for the said Earle as aforesaid They the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes shall and will preserve and safe keep the same in the said Bingsteads from all Imbeazeling or diminution of the said Oar and shall at the Expiration or other Sooner determination of this Lease Weigh and deliver or Cause to be Weighed and delivered to the said Earles Moor Master or to some other appointed by the said Earle for that purpose Soe much Oar as shall be then due to the said Earle from the said Mines for his said Fifth part , the said delivery to be in Summer and after giving three Months notice thereof to the said Earles Moor Master

and that att any time dureing the said Terme It shall be lawfull for the said Earle his heires and Assignes or any other person or persons who are or shall be authorized and appointed by any writeing under the Hand of the said Earle or his heires (or under the Hand of any other person empowered by him or them for the purpose to take and Carry away the said Oar for the use of the said Earle his heires and assignes

and that if it shall happen the said Earles Fifth part of the said Oar shall fall short or be in any way Imbeazelled or diminished before the said Earle his heirs or assignes (Within the 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 Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes doe hereby Covenant Joyntly and Severally for him and themselves <For> and each and every of their Severall and respective Heires Executors and Administrators with the said Earle his heires and assignes That they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes or some or one of them shall and will answer and make full satisfaction for the same

and if the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or assignes or any of them shall doe refuse to make such satisfaction for the same That then it shall be Lawfull for the said Earle his Heires or Assignes into the said Leased Premises or into any part thereof in the Name of the whole to reenter and the same to Repossess and Enjoy as his and <their former> Estate Anything herein Contained to the Contrary thereof in anywise Notwithstanding and further also That if they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or assignes shall att any time dureing the said Terme Be desirous to sell his or their shares of the said Oar before any such sale be made First offers the same to the said Earle his heires or assignes and that the said Earle his Heires and Assignes shall be preferred therein before any other person or persons whatsoever The said Earle his Heires or Assignes paying unto the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors

Administrators or Assignes or such of them as shall soe 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 Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints servants workmen and Assignes shall not for above the Space of Twenty days (in the whole) in any one year dureing the said Terme discontinue workeing or using his or their best and utmost Endeavours for the most effectuall winning and workeing of the said Mines and shall and will Constantly when the State of the said Mines will allow thereof Employ therein att least Four men (Except on Sundays and other Holydays or in the winter Season when by reason of Stormes and badd Weather they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints Servants workmen and Assignes are soe hindered as that they cannot gett to worke the said Mines)

and that from and after such discontinuance of workeing the said Mines for above the Space of Twenty days in any one Year as aforesaid (Except as before Expressed) This present Indenture of Lease and the Terme of years then to come and unexpired shall Cease determine and be Utterly Void and of no Effect and that then and in such case the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints and Assignes shall within three Months after such discontinuance from workeing the said Mines Surrender the Said Lease unto the said Earle his Heires or Assignes or unto his or their Moor Master to be Cancelled

and further that from thenceforth it shall also be lawfull for the said Earle his Heires or Assignes or his or their Moor Master into the said Leased premises 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 way notwithstanding

and further alsoe that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints and Assignes or some of them shall att the End of every week dureing the said Terme if thereunto requested by the said Earle his heires 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 faire and perfect Accounts in writing of all such Bings Horse loads Sack or Poaks of Lead or other Oar as in every preceeding week shall be taken and Carried from the said Mines and that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators Servants Workmen and Assignes and every of them shall and will dureing the whole Continuance of the said Terme work the said Mines fairly and orderly and that it shall be lawfull for the Moor Master of the said Earle or any viewer or viewers or any or other Person or Persons Skilfull in Mines and for that purpose appointed by the said Earle his heires or Assignes at any time dureing the said Terme

att his or their wills and pleasures to ride or descend into all or any of the Pitts or Shafts within the said hereby Leased premises to view and inspect the workeing of the said Mines and that the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints and Assignes nor any of them shall att any time hereafter dureing the said Terme 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 be lawfull for the said Earle his heires and Assignes <or> any of them att any time dureing the said Terme the same be requested under the Hand of the said Earle or by his Order Under the Hand of his Moor Master) to have the <free> use and Liberty of any of the Water courses drifts or Levells belonging to the said Leased premises for the better wining and workeing any other Adjacent Mine or Mines belonging to the said Earle his Heires or Assignes paying onely such Recompense or Satisfaction for the same as by persons equally Chosen for that purpose shall be thought reasonable and suiteable to the damage done

and further alsoe that the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints Stewards Servants and Assignes shall and will from time to time and att all times dureing the said Terme permitt and Suffer the Moor Master of the said Earle (or such other person or persons as the said Earle or his Heires shall by any writeing 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 Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints or Assignes or his their or any of their Steward or Stewards Servant or Servants shall from time to time dureing the said Terme keep for the placing and Setting down of the Lead or other Oar which shall from time to time be wrought and Carried away from the said Mines

and also that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes or their Stewards or Book keepers who shall keep the said Accounts shall and will Once in every year dureing the said Terme (if thereunto requested) Compare his and their Accounts with the said Earles Moor Masters or stewards accounts and Signe and Subscribe his or their Name or Names to the said Earles Moor Masters or Stewards Book or Books Containeing true Coppies of the weekly amounts which shall from time to time be delivered as aforesaid

and lastly that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints and Assignes shall and will att the End and Expiration or other Sooner determination of this present Indenture of Lease Leave Two Shafts well Timbered and in good Order upon the Foreheads of the said Mines and shall and will alsoe then deliver upp the quiett and peaceable possession of the said

premises hereby granted unto the said Earle his Heires or Assignes and the said James Earle of Darwentwater for himself his heires Executors and Administrators doth Covenant promise and Agree to and with the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes and to and with every of them by these presents in manner and Forme following (that is to say) That it shall be lawfull for the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes and every of them from henceforth from time to time and att all times dureing the said Terme of One and Twenty years they and every of them performeing all and Singular the Covenants and Agreements hereinbefore mentioned and which on their and each or any of their parts and behalfts Ought to be performed Peaceably and quietly have hold and Enjoy all and Singular the said hereby Leased premises Liberties and priviledges with their and every of their appurtenances (Except before Excepted) without any Lett hinderance or disturbance from the said Earle his Heires or Assignes or any of them or from any Person or Persons whatsoever lawfully Claimeing or to Claime by from or under him them or any of them

In witness whereof the said Parties to these present Indentures interchangeably have Sett their hands and Seals the day and year First above written

[with signatures and seals of Darwentwater, Richd Ridley, George Ledgard, George Robson and Andw Fenwick]

[On the outer leaf, once the indenture is folded are the following:]

Cumberland

Leadmines In Redgroaves

Aprill 17th 1714

A Lease from the Right Honorable James Earle of Darwentwater to Richard Ridley Esqr George Ledgard Esqr Mr George Robson and Mr Andrew Fenwick for 21 years from the 21st of December 1713 of those Leadmines att a place called Redgroaves att Nenthead in Aldston Moor

1714 Ap 17 Sealed and Delivered by Richard Ridley Esqr Geo: Ledgard Gent and George Robson Gent in the presence of us

Jno Stephenson

Tho: Errington

Sealed and delivered by Andrew Fenwick Gent in the presence of us

Cuth: <Wortby>

Tho Errington

Sealed and delivered by the within Named the Right Honorable James Earle of Darwentwater (The two Sixpenny Stamps being first Affixed) (and then in a different hand) The words (Twenty first day of December last past before the) between the Fifteenth and Sixteenth lines being first written and interlined with presence of us

Edm:d Cottam

John Earby