

21 Jan 1693 Christopher Barrow to Francis Radcliffe

[Note: paragraph breaks introduced to ease legibility of reading]

22 die January 1693 To the Right Hon[oura]ble S[i]r John Somers Knight Lord  
Keeper of the Great Seale of England

Humbly Complaininge show unto your Lordshipp your orators Christopher Barrow of Whitfield in the County of Northumberland Gentleman Nicholas Fenwicke of Newcastle upon Tyne Merchant and one of the Aldermen of the same Corporac[i]on Nicholas Ridley of Newcastle aforesaid Merchant and William Gibson of Aldston Moore in the County of Cumberland yeoman That the Right Hon[oura]ble Francis Earle of Darwinwater of Dilston in the same County of Northumberland is & at the time of the contract or Agreem[en]t herein after menc[i]oned was Lord of the Mannor of Aldstone Moore in the same County of Cumb[er]land and seized in Fee or some other Good Estate of Inheritance of and in the said Mannor or otherwise hath and had full power and lawfull interest to make the Lease and Grant herein after menc[i]oned

And that within the Said Mannor or Lord[shi]pp of Aldston Moore and as part and parcell thereof there are severall Large Moors Wasts & Comons the soile & Inheritance whereof doth belonge to the Lord of the said Mannor for the time beinge And that within the said Moores Wasts & Comons there are severall Lead Mynes and Minneralls of Lead Oare found and to be found which doe of right belonge to the Lord of the said Mannor as well as the Right of Digginge for the same

And your orators further show That they your said orators Tradinge & dealinge in Leadinge & adventureinge money in Sinkinge Digginge and Workinge of Mynes and Minneralls for Leadinge oare yo[ur] orator Christopher Barrow (by the Direcc[i]on and with the Consent of yo[ur] other orators whoe are and were to be jointly concerned with him therein) did come to an agreement with the Earle of Darwinwat[er] whereby the said Earle as Lord of the said Mannor did give Liberty to yo[r] orator Barrow to Breake Earth & Digg for Lead oare at a place called the Shawfoot within Aldston Moore aforesaid not beinge within the Compass of any former Lease or Grant there payeing unto the said Earle a fifth parte of all such oare or mettalls as should be Wunn there well washed and dressed accordinge to the best manner fitt for smeltinge and there carefully p[re]served & kept in a Good sufficient and convenient Bingstead aparte & by it selfe without fraud or deceit untill your said orator Barrow should receive an order under the hand and seale of the said Earle for the delivery thereof

And that your said orator should have a Lease of the same with such Covenants to be inserted into the said Lease as the said Earle did usually Grant to his Tennants there in such Cases provided he the said orator Barrow should take a Lease of the said place of Shawfoote above menc[i]oned within six months after the date of the said agreement

otherwise the same was to be voyd and of none effect as by the said Agreement under the hand of the said Earle (which in the style and phrase of that Country is comonly called a Tacknote) and bearinge date the twenty seaventh day of September one thousand six hundred nynety & two ready to be p[ro]duced may appeare

And yo[ur] orators further shew that at the time of makeing the said agreem[en]t It was well understood to be the intent and true meaneinge thereof & of the partyes thereunto that the said Lease thereby agreed to be made should be for the Terme of twenty one yeares Comenceinge from the date of the said Agreem[en]t or Tack-note that beinge the Term for which such Leases have beene used and accustomed to have beene made and granted within the said Mann[o]r and soe such agreem[en]ts or Tack notes are understood tho' noe p[ar]ticular Terme of yeares bee therein menc[i]oned or expressed And therefore when y[ou]r orator Barrow objected to the said agreement or Tack-note that the same did not Ascertaine the Terme of the Lease Thereby agreed to be made your said Orator was told by the said Earle and his servants that the same was done in the usuall forme and in such Manner as the said Earle made contracts & agreem[en]ts of that nature and tho' the Terme or number of yeares was not therein menc[i]oned or expressed yett it was understood & intended to be for Twenty one yeares -- and by the usage and custome of grantinge Leases within the said Mannor it had been alwayes soe deemed & taken & that pursuant to such contract and Agreements tho' in generall words and without any particular terme expressed the said Earle had alwayes made Leases for twenty one yeares and that yo[ur] orator might depend thereon

And yo[ur] orators further shew that at the time of makeing the said agreement it was well knowne to the said Earle That yo[ur] said other orators were to come in as partners with yo[ur] orator Barrow for the said Lease And the said Earle was Consentinge thereunto and desireous thereof and agreed to make the said Lease accordingly In pursuance of which agreem[en]t yo[ur] orators begun to sinke Digge and worke for Lead oare at the said place call Shawfoote and in some time afterwards yo[ur] orators had by their servants and Workemen brought the said Mynes and Mineralls to some p[er]fec[i]on at their great Expence & Charge amountinge unto One hundred pounds and upworrd soe that yo[ur] orators hoped to have had a profittable bargaine and adventure thereof Not doubtinge but that the said Earle would have made a Lease for twenty one yeares of the p[re]misses accordinge to the said Tack-note and agreem[en]t and accordinge to what he knew to be the true intent and meaninge of the partyes thereunto and by him and his Agents declared and agreed unto as aforesaid Butt now soe it is May it please yo[ur] Lordshipp That yo[ur] orators haveing brought the said Mynes & Mineralls to great p[er]fec[i]on & forwardnesse at their very great Charge & Expence so that they were likely to turne to good account Now the said Earle refuses to make such Lease or in any sort to performe the said Agreement Although yo[ur] said orators are very willinge and desireous to accept of such Lease to be made by the said Earle either to all yo[ur] orators jointly (accordinge to their joint interest in the said adventure & undertakeinge) or to yo[ur] orator Barrow Singly

accordinge to what was agreed at the makeinge & executeinge of the said Tack note and soe yo[ur] orators have often times offered to the said Earle his Servants and Agents more p[ar]ticularly yo[ur] orator Barrow within Foureteene dayes after the makeinge and Date of the said agreem[en]t or Tack Note did in all respectfull Manner Request and desire of the said Earle to make him such Lease of the p[re]misses as aforesaid which he then refused and denyed to doe

And yo[ur] orator Fenwicke did afterwards that is to say on or about the tenth day of February last past in the like respectfull Manner Entreate the said Earle to make and execute such Lease as aforesaid which he refused and still doth refuse to doe Although he well knowes that yo[ur] orators have laid out and expended great sum[m]es of money in & about the said Mynes & Mineralls to bringe the same to the Condi[i]on they are now in & tho' he was privy & knew of the doeinge thereof yett permitted & encouraged yo[ur] orators to goe on & lay out their moneys in winninge the said mines & in bringinge the same to perfec[i]on and never forbidd or contradicted the same yet the said Earle Apprehendinge that your orators are likely to have a Good bargain by Confederacy & Combinac[i]on with John Errington Esqr and Ralph Loomax gentl[eman] doe endeavour to deprive your Orators thereof the said Confed[er]ates sometime p[re]tendinge that Shawfoote Granted and agreed to be Granted and Leased to yo[ur] orator as aforesaid is parte & parcell of another place called Briggerburne in Aldston Moore aforesaid which at the time of the said Agreem[en]t with your Orators as the said Confederates doe p[re]tend was in Lease or Grant to the said Errington and Loomax or one of them and the said Confederates p[re]tend that Shawfoote aforesaid was within the Compass of the said Lease and soe not granted or intended to be granted by the said Agreem[en]t or Tack note made with yo[ur] orator Barrow but p[ar]ticularly Excepted and agreed & intended to be excepted thereout Whereas the said Confederates doe well know That at the time the said Earle made the said Agreem[en]t with the pl[ain]t[iff] Barrow and when he signed the said Instrum[en]t or Tack Note there was noe Lease or Grant in Beinge of the said other place called Briggellburne The Lease formerly Granted and made thereof beinge then fully expired and determined or otherwise Forfeited and surrendered & soe it was given out and affirmed to yo[ur] orator Barrow by the said Confed[er]ates some or one of them when your said orator made the said Agreem[en]t

And the said Confed[er]ates doe well know that Shawfoote aforesaid is a place upon Aldstone Moore well knowne by that name & soe are the Bounds and Limits thereof & have beene soe knowne time out of minde And Although the same is adjoyneinge to the said other place called Briggell Burne yet tis noe part or parcell thereof but separte and distinct for the same and soe comonly distinguished and knowne & soe yo[ur] orators were made to beleive at the time of makeinge the said Agreem[en]t And in case there was any Grant or Lease of Briggell Burne really & truely subsistinge & in beinge at the time of the said Agreem[en]t made with yo[ur] orator Barrow which Lease was made with certaine power thereby Reserved to the said Earle to make such other Grant

and Lease as he has agreed to make to yo[ur] orator soe that the said Earle hath well pursued his power in makeinge the said Agreem[en]t with yo[ur] orator Barrow & soe it will appeare when the said Lease shall be produced But the said Confederates not Relyinge upon their p[re]tences aforesaid That Shawfoote is parte & parcell of Briggell Burne doe at other times since the time of makeinge the said Agreem[en]t with yo[ur] orator Barrow and since there was a faire p[ro]spect that the Mynes and Mineralls at Shawfoote would turne to good account ) give out that the said Earle hath made and granted or Agreed to make & Grant to the said other Confederates or to some other p[er]son or p[er]sons by their direcc[i]on & in trust for them or one of them All & singular the Lead Mynes & Mineralls lyeing & being found & to be found at the said place called Shawfoote To hold the same for the usuall Terme of twenty one yeares The which Grant or Lease (if any such there be) is made by the said Earle since the makeinge of the said Agreem[en]t with yo[ur] orator Barrow as aforesaid and in breach thereof & if made to beare Date before is in truth ante dated & was not executed untill after yo[ur] orators Agreem[en]t and ought not to stand in your orators way or hinder them from haveinge an Execuc[i]on thereof The rather also for that such Lease or Grant made to the said other Confed[er]ates was made by fraud and Collusion amongst the said Confed[er]ates after they knew and had notice of the said Agreem[en]t made with your orator Barrow & after they found and were informed that yo[ur] orators Designe and adventure aforesaid was likely to be beneficiall and on purpose to Extort from yo[ur] orators a great sum[m]e of money in the name of a Fyne in repect of the Lease to be made to yo[ur] orators For upon paym[en]t of such Fine yo[ur] orators have been offered such Lease by the said Confed[er]ates some or one of them

And the said Confed[er]ates do threaten & give out that without payeinge such Fyne the said orators shall never have a Lease but shall loose the benefitt thereof & likewise all the Charges they have been at in sinking & workinge the said Mynes which is a great oppression of yo[ur] orators by the power and greatness of the said Confed[er]ates who further still to oppose your orators and to defeate them of the benefitt of their bargaine the said Confed[er]ates or some of them with the Consent and privily of the Earle or some other person or p[er]sons by their or some of their ord[ers] did disturbe and Interrupt yo[ur] orators their Workemen and servants in the carriinge on their worke at the said Mynes and doe threaten yo[ur] orators Workemen and servants and discharge them from workinge at the said Mynes more p[ar]ticularly the said Loomax (but as he p[re]tends by ord[er] and direcc[i]on of the said Earle) did Cause yo[ur] said orator Gibson together with at Least Fifteene of yo[ur] orators Workemen & servants Employed in Workeing the said Mynes to be Judic[at]ed at the last Generall Quarter sessions held at Penreth for the said County of Cumb[er]land about Mich[el]mas last for Trespasse Ryott & Forcible Entry (as into the Mynes called Briggell Burne whereof they p[re]tended Shawfoote to be parcell)

and the said Confed[er]ates some or one of them did at the said Quarter sessions presse the Co[ur]t to Grant to the said Earle Restituc[i]on of his possession to the said Mynes

which the said Court refused to doe But ordered the parties so judic[a]ted to appeare thereunto to Traverse the same All which the dooeings & proceedings of the same Confed[er]ates are contrary to Equity and Good Conscience In Tender Consid[er]ac[i]on whereof & for that yo[ur] orators are remedillesse in the p[re]misses at the Comon Law Tho rather alsoe for that their Witnesses to prove all or most of the matters aforesaid are either dead or removed to places remote and to yo[ur] orators unknowne soe that yo[ur] orators are properly releiveable before yo[ur] Lordshipp in this Hono[ur]able Court to be quietted in their possession and to prevent Multiplicity of suites and to have a p[er]formance of the said Agreem[en]t To the end therefore that the said Confed[er]ates may true and p[er]fect Answer make to all and singuler the p[re]misses And more p[ar]ticularly whether the said Earle did not make such Agreem[en]t with yo[ur] orator Barrow & signed such Writeinge or Tack note as aforesaid and for what Terme of yeares was the Lease (thereby agreed upon) meant and intended to be made and what is the usuall Terme such Leases are made for within the said Mannor And for and upon what Considerac[i]on are such Leases usually made and Granted within the said Mannor and whether a fifth parte of the oare cleare of all charges and well Washed and Dressed accordinge to the said Tack note or Agreem[en]t be not the Comon & usuall Consid[er]ac[i]on for the makeinge the said Lease and is Comonly and usually Reserved thereupon to the Lord of the Said Mannor and why the said Confed[er]ates doe now Endeavour to Force yo[ur] orators to pay more

And that the said Confed[er]ates may sett forth whether there be not a place upon Aldston Moore aforesaid which is knowne by the name of Shawfoote & whether the same doth lye separte & aparte from the said other place called Briggell Burne or is Shawfoote within the Limitts and boundarie of Briggell Burne and is the same usually soe Reputed and taken and why your orator Barrow was not soe informed by the said Confed[er]ates or some p[er]son at the makeing the said Agreem[en]t But on the Contrary yo[ur] orator was then told and made to beleive that Shawfoote was a place of itselfe well knowne by that name and independ[en]t upon any other place of the said Moore And that the said Confed[er]ates may alsoe discover whether before or since the makeinge the said Agreem[en]t with yo[ur] orator Barrow there was or is any Lease or Grant in beinge of the said place called Shawfoote and by what name or names is the same Granted in the Lease thereof And to whome, when & upon what Consid[er]ac[i]on really and bona fide payd or to be payd Is the said Lease made and Granted, and why yo[ur] orators are refused a Lease pursuant to the said Tacknote and Agreem[en]t and why their Workemen and Servants are Disturbed in their Workinge the said Mynes at Shawfoot And that yo[ur] orators may be quietted in their possession & Workes there and that all fraudulent Leases may be sett asyde and that your Orators may have a Lease made & executed of Shawfoote pursuant to the said Agreem[en]t & Tack Note with usuall Covenants accordinge to the Custome of the said Mannor And that in the meane time all proceedings att Law may be stayed by the Injunction of this Court And that yo[ur] orators may have such other Releife in the



p[re]misses as shall be Agreeable to Equity and Good Conscience May it please yo[ur] Lordshipp to grant unto yor orators not onely the process of Subpena of this Hono[ur]able Court to be directed to the said John Errington and Ralph Loomax But alsoe yo[u]r Lordshipps Letter to be directed to the said Francis Earle of Darwinwater Thereby comanding them & him p[er]sonally to appeare before yo[ur] Lordshipp in this Hono[urable] Court at a certaine day therein to be <set> to Answer this Bill and to stand to & abide such further ord[er]s and Decree therein as to yo[ur] Lordshipp seem meete And yo[ur] orators shall pray &c