

1 Jan 1706 John Ord

[Note: undated but appears to date from the period of Wm Blackett's minority given its content, and assigned here to 1706 on the assumption it was raised not long after the death of his father]

Sr Wm Blackett Barrt being possessed of severall Leadmines & leadgroves & alsoe sending great quantityes of Lead & Lead oar att the said Leadmines att the time of his death devises all his p.sonall estate & Leases for lifes or yeares of the sd Leadmines to Wm Davison Esq & Jno Wilkinson mrcht in trust for payment of his debts & childrens porc.ons & raising of £1000 to purchase Lands for charitable uses & paymt of severall Legacies devised by the will & when these are raised then to heire att law Sr Wm Blackett his only son.

Mr Davison & Mr Wilkinson are both freemen but Mr Davison dos not concern himselfe in manageing of any matters relateing to the Exec.rs. Mr Wilkinson Enterd upon the p.sonall estate & manages the Leadmines & brings down & shipps of & sells all the Lead and the porc.ons & debts are not yet raised & Sr Wm Blackett the son is yet under age soe that he cannot take his freedom, and Mr Wilkinson though he have a legall interest in the Leadmines & in the Lead yet because he is acc[oun]table for the same & it is but in trust the Tollers of Newcastle demand Toll for the same as if the said lead belongd to an unfreeman

The question is whether Mr Wilkinson ought to pay toll as if the said lead belonged to an unfreeman

[entitled:] case abt toll

11 Aug 1706 Robert Lilburn to John Wilkinson

[Note: date unclear, poss 11th]

Cos: Wilkinson

Yours of the 10th inst I have considered, and as [I am} sure you intended no insecurity to them in this affair by your Demands but hitherto have chiefly regarded that safety in prompt payment: as my forbearance to make a demand till now, does sufficiently testifie my good intentions; yet being immediately accountable for the same that must excuse me if I oppose your short answer wth such reasons as are conceived undeniable in this case.

Mr Brummell upon oath Deposeth that three & thirty tennes of coles, & upwards were by Sr Wm Blackett's appointment Delivered to me or my order<wch> includes all those coles sold by me, to himselfe, & perhaps 500 other persons, as well as those sold

to yu: now certainly you will not have <infer>, that he, & all these persons are not safe because they have paid me, for wt was sold to them; seeing those sold to <yu> are charged in the same manner, & by the same Person; as those wch were sold to <yu> besides them: were my order for those coles as well as they for the rest; now if Mr Brummell had forborne to charge me wth ym yet yu had, yu had my demand been of none effect; but since he has & thereby exonerated Sr Wms Exec[utor]s in acct for so many coles, wthout all doubt my Demands on yu for them are just; who were but my ordr for the selling of these coles. But supposeing yu as Sr Wms Execr yu have yu done Mr Brummell a great wrong & put him in a very evil case, for thereby yu will deinigh yr own witness, who saith they are Delivered as well as those that I have the money for and yu now come & infer theya re not delivered. If yu had thus intended herein to demur yu had done will if yu had left those cole out of the charge & that I had neither been chargeable therewth nor had cause of demand upon yu these reasons well considered doe signifce that answer not satisfactory and is no more in effect yet if A were to pay <sme> 20 £ or my ordr and I ordr B to receive it & thereupon A vouches my Ordre for paymt to B by wch means B wthout all doubt is accountable to me for the aforesd £20 and in answer to my demand for the same tells me that he is advised that he can't safely pay the sd £20 to me now I perswade my selfe that yu will not conclude the answer to be a sufficient barr of payment to

Yr assured <...d> & ser[van]t Rob: : Lilburne

Our services to all <wth yu> as if named

26 Sep 1706 John Carr to John Wilkinson

[Note: a replevin was a legal procedure for claiming the right to have personal property returned]

Hexham 7ber the 26th 1706

Mr Wilkinson

Sr,

This day Fraunces Storey wid: & relict of Thomas Storey Ddec distrained All the goods belonging to the Ten[an]t of Sweetup & Hawicke (pte of Wallington estate) upon an old Rent Charge issuing out of the p.mises, I acquainted Mr Ben: Carr who was formerly concerned for the Lasy Mary Fenwicke in the defence of that matter there with; who advised me to take out replevins & loose the goods , which accordingly I have done & sent a Bailyffe alonge wth the Ten[an]ts to <..einte> the Replevins Mr Carr says he cannot meddle in it till he have orders from the Lady Fenwick therefore I desire you will acquainte the Lady Fenwick therewith and desire her Ladyship to order either Mr. Carr or some other to take care to defend the Ac.con otherwise Storey will get Judgements ag[ains]t the Ten[an]ts & putt them to trouble & Charges. Pray let me know

by this post whether I must entertaine the steward att Hexham Abbey as usuall or not, for the Court begins on Tuesday next & Mr Barnes will be here on Monday night. I am
Sr yours Cordially, Jon Carr

28 Sep 1706 John Ord to Mr Ruthell

Sr,

I have just now recd from Sr William Blackett's steward to Mr Wilkinson the acting Exe[cuto]r & who manages the affairs of that Family that one Story had made a distress upon Sweetupp and Hawick (pt of Wallington Estate) upon a rent charge from Sr Jno Fenwick or his father, you know how farr you are concerned to defend Sr Wm Blacketts Estate ag[ains]t the Incumbrances of Sr John Fenwick and his ancestors there was formerly a Tryall in this affair in which Story had the better but it was as I remember recovered for the Failure of p.duceing a deed that was in some of Sr Johns agents hands It will be convenient that my Lady Fenwick be acquainted herewith & that due care be taken in the defence the present needful care is taken & if you will have me to be concerned farther in the defence my best endeavours shall be to serve you for I am Sr Your Obed.t Servt

Jno Ord

Newcastle 7ber 28th 1706

Mr Ruthell

2 Sep 1707 William Forster to John Ord

[Note: Recipient not stated but presumed to be Ord as part of his collection and given Ord's involvement in the Tyneside coal trade and representation of its interests in London]

Wheras an agreement was made virbaly &c about Christmas last past by Mr Samuel Turner on the behalf of Chas Montague, and Wm Forster on the behalf of Mr John Wilkinson one of the Trustees for the Collierys of Sr Wm Blackett Bart deceased and self to allow and pay into the Coale buyers wch are Lightermen 3d pr London Cha[ldron] under the Consideration of giving their true & best assistance they could for enlargeing the vend of the above gentlemens Coales, Notwithstanding wch, contrary to the promise they have not given the best assistance as doth and will appear to us; many of the Coale buyers having contrary to the true intent & meaning of the <aforesd> agreement acted otherwise; by wch they have forfeited that Covinent; so that it is in the pleasure of the foresd gentlemen not to allow them any thing for wt they have vended, but are so farr from doing that, that they are willing to give them <such> assurances that they will pay it or cause it to be pd to the her under subscribers. Under the

condition & following wch is but a mean Acknowledgmt: for the great loss the above sd Coale owners have Sustained by the Coale buyers neglect of the duty to serve them: But on the Contrary have taken money for vending Coales from seaverall ordinary Collierys wch have been a great hinderance to the vend of the above sd gentlemns coals and many others that have good coals and an <abusis> to Many of the inhabitants of the Citty and Subberbs of London &c: By encouraging bad coals coming to this port and is likewise a discouragement to the Coaleowners who have good Coales, and great quantitys of them to continue their favours for years to come. If these Eregular proceedings, as before mentioned, be not timely prevented and every one give their hearty & helping hand to send ships for the above gentlemens coals, for the remaining part of this year who are much behind in their quantity that they use to have vended by this time in other years, wch is the true reason that obliges us to make these Just complaints to the coale buyers and of many of them.

For <voindy> whereof intended the abovesd coale owners do expect to have 3d p. London cha[ldron] to be deducted out of the money that may be due to the buyers for buying or loading the aforesd gentlemens coals for this year of all such coals as they have bo.t or loaded contrary to the true intent and meaning of the aforesd agreements: wch will now be incerted in a list, to be emediately given to every buyer concerned that he may be satisfied that he is and have been fairly delt wth. It is farther agreed that every buyer from and after the signing these, do pay 6d p cha[ldron] out of the allowance aforesd for what coals he or they shall load wch are not in the list that is given to the coalebuyers. It is also agreed for encouragemt of the coale buyers that wt ship or ships soever he or they send to load of the coals aforesd shall have 3d p cha[ldron] besides the 3d for vending allowed them to be deducted to the buyers out of the forfeitures provided they are such ships as have not loaded most of them <bulke> this year of the above sd gentlemens coals. The aforesd forfeitures if any happen to be shall be pd into the hands of Mr Samuell Turner to be Employed to such use as he shall think fit.

London 2d 7ber 1707

Sr,

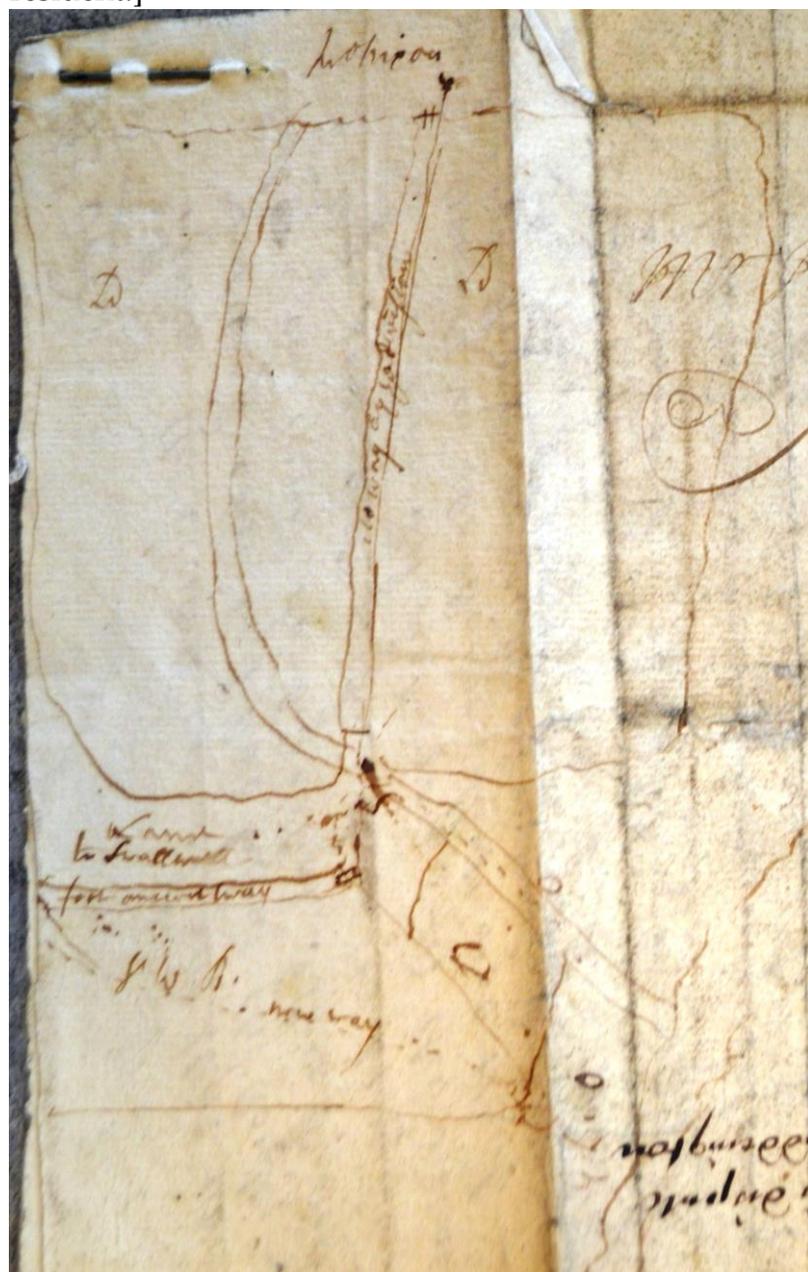
The above is a Cobby of what I find the Oldners has put Mr Horton upon offering to the Lightermen, tho I must think it will do you no harm yet I fear it will do not good, for I find their whole vend is for Hutton & Benwell, ever & anon saying they are much behind hand, however, this year is almost at an end and it is but trying what they will do when you agree to every things they desire, so that no fault can be found in your and they may <before>: as I told them this might if they take no more care of us than they have done, I shall never pretend to court them more, and don't doubt vending any coals, for as yet they have don us little service. I have yours of 29th Inst. Stephen Fox has sold his coales to Capt Oldner for 27 ½. <Y B/K> is a pretty fellow to use us at this rate, to keep my money & crys out for a fair acct to pleae the <.ru.y> I pd the whole Ball. Of Mr Montagues acct wch he Employd me in notwithstanding £3 was due to me

for Commiss.n because he desired & drew upon me for it, and now would he have my hearts blood or what dose he aims at? He surely shall pay that £3 odd money. I think all the world are become cheats and Knaves. I am Sr your most faithfull Humble servant

Wm Forster

12 May 1708 Albert Silvertop to John Ord

[Note: This short note is accompanied by two rough sketches. It appears to relate to the Blaydon area, as the rough map includes a 'Lane to Swalwell', Widdrington, Blakett and Selby all at various times had land in the area, and John Robinson was a local resident.]



Mr Ord,

Seing the view is put of and that no Quietness can be had about the houses (which you may se by what I here Inclose) I can very well <p.ceive> to be my Lds: So that Jno Robinson and the disturb<uble> people in the house shall not think to hector us out of whats due to my Ld therefore if it must be a tryall I am resolvd to slip notice on behalf of my Ld: So will immediately Eject them unles Mr Wilkinson and you can come up on Friday. I desire youl let me have a note of the Charge about Mr White and Partn<.rs> and Answer if I may rely on your Coming up which will oblige Sr yr Hum.l Servt

Alb Silvertop

12 May 1708

[annotated at foot in Ord's hand, evidently for Wilkinson as the letter is forwarded to him by Ord:] I rec'd this too late to give an answr vizt this morning pray let me have your thoughts wt to doe & wt say I am Yo Servt Jno Ord
May 14 1708

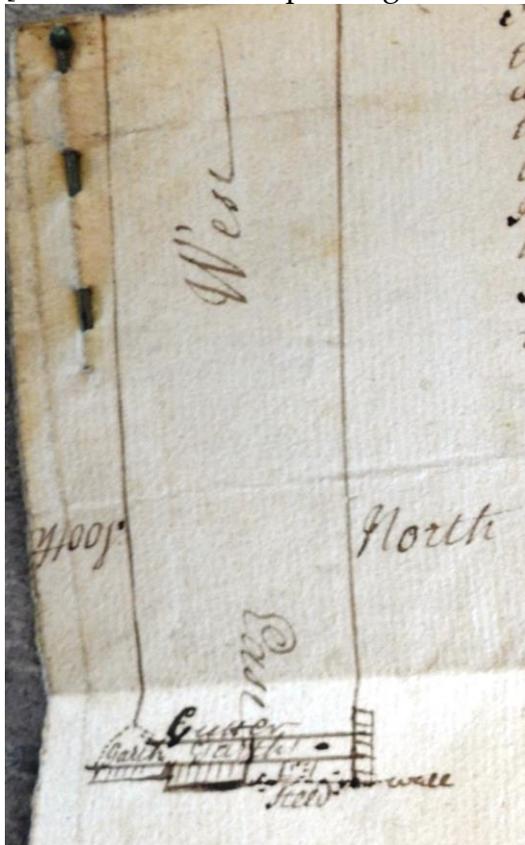
[addressed on verso in Silvertop's hand:] for Mr John Ord Newcastle

[rough plan given on cover in same ink as used by Silvertop]

[re-addressed in Ord's hand:] For Mr John Wilkinson

[annotated in Wilkinson's hand:] a House in dispute wth Lord Widdrington

[enclosure with simple diagram to left of text:]



I have good witness that when Jackson tooke the lease of Selbys house one the northside or row with a house steed one back thereof that there was then a house steed as you may see by this and that it was never built by any after and that Jackson tooke the stones that belongd to the same house steed and made a wall fro oure house to Sr Wm Blacketts on the north side. Can also prove that the houses Jn Robinson Claimes has been houses of use this fifty yeare which is foure yeares before Jackson tooke the Leass and that they were never house steeds so cannot be thieves; I hope its plain being there leass mention a house steed that which was down at the leass takeing must be it: which I can prove by more witness then one or two was never yet built. I have a witness living then helpd to plow and dig the cloase before Jackson leased it and says they never came further then the Gutter on back of the Garth which now J: Robinson call past the Close

5 Oct 1708 Charles Montague to John Wilkinson

The Hon.ble Cha. Montagu Esq To the Exers of Sr Wm Blackett Barrot Deceased

Dr

1704 9ber 11

To one yrs rent due them for 1/12th pt of Stella Coll.y according to lease £ 250

To 1 1/2yrs Rent from Mart. 1704 to May day 1706 @ £166 13s4d p annum

Is in proportion to other rents of sd Col £ 250

1706 9ber 11

To 1/2 yrs rent from May day 1706 to Mart. 1706 according To the

abatement of 1/5 pt made by others & ys £133 6s8d £ 66 13 4

£ 566 13 4

To 1 yrs rent from Mayday 1705 to May 1706 for the moiety

Of Winll Coll £400

To 2 1/2 yrs rent from may day 1706 to Mart 1708 For Do

(the 1/4 pt to be abated) @ £300 p annum £750

£1150

£1716 13 4

To the advantage of Sr Wms 1/12 pt of Stella Collery more Than others,

by being clear of my Ld Widdringtons Coales For 2 yrs & isfrom Mart

1704 to Mart 1706 at £5 p annum, will be £ 10

To vending 1931 cha. From Stella by Sr Wm's fitters anno 1705 at 6d

more than 12d allowed & charged by them £ 48 5 6

£1774 18 10

5 8ber 1708

Bucksnook Rent due Xmas 1707 according to the abatem. £ 465

And for one years reservd'd Rent pd the Proprietors of that Collery

for anno 1708 besides the other rent & is Yearly £ 94

£ 559

Cr		
1705		
Apr 28 By cash p bill for	£100	
May 4 By Do p bill for	£160	
Augt 10 By do	£ 80	
8ber 2 By do	£ 70	
1706		
Apr 28 By do	£ 50	
	On Stella Coll Accot	£ 460
1705		
7ber 13 By Cash on Acco.t of Winlaton Rent		£ 100
		£ 560
By Balance of an acco.t of fitage for 1704	£311 8 7	
Out of wch must be deducted what they paid That <Yee> for short measure at <Scoilwood> & Fellon and included in that accot abt	£ 70	£ 241 8 7
By loss by fitters Vend above 12d p Cha: For anno 1705 being upon the whole £1,250 – wch for Sr Wm vend being near 1/5 pt & is	£250	
Out of wch deduct for vending about £388 Pound of Coales anno 1706 by Sr Wms Fitters more than Mr Montagues fitters Vended from Sr Wms steaths at 2s6d p Tenn Above the 10d p Tenn or 120 p Cha: is	£50	£ 200
		£1001 8 7
By Loss to Mr M by not working Winlaton Collery By Coales seized on by Mr Wilkinson on Bladon Steath Wch by our accot ending Xmas 1707 are estimated to Be 700 Cha. & supposed to be worth 180 or		£ 200

[Much of this account is repeated on the next page, with the addition of a few details. The fittage account of £311 8s7d on the credit side of the account is shown as coming from Mr Brumell, who also paid the £460 on the Stella account and £100 on 'Winlinton' account. The vend of 1,931 chaldrons of coal from Stella in 1705 is accompanied in this further account by 4,525 chaldrons from 'the rest'. 1,705 chaldrons vended from Stella in 1706. The account goes on to itemise further charges as follows:]

Charges on taking C.M to London to be added

Computed by Mr Jno Swaddell and Mr William Chambers to Be lying on

relating thereunto. And also from time to time as he shall think fit and at my risk hazard & <fill> to adventure & send beyond seas or to London or any other market any quantities of Lard & coles & order the sale or keeping thereof unsold from time to time as he shall think most for my advantage & benefit. And I do further authorise & Impower the sd Jno Wilkinson for and to my use to take & receive all my rents now due & to become due out of or for all & every or any of my messuages Lands Tenements Tiths & Farmholds whatsoever in the sd Counties & town & County of Newcastle upon Tyne or any of them and to make such allowances & give such acquittances & discharges to the tenants thereof as shall be proper. And I do thereby ratify allow & confirm whatsoever the sd Mr Wilkinson since the death of my late father Sr Wm Blakett <on led> or done for me or on my behalf in adventuring or <.....> or selling or Keeping the same unsold or viewing the Stewards & agents accts for my Leadmines Collyries & land rents as alsoe what he shall hereafter lawfully act & do in or about the premises aforesaid. And that this authority & power shall continue till such time as by writing under my hand & seal to be executed in the presence of two credible witnesses & delivered to or left for the sd Jno Wilkinson at his now dwelling place in Newcastle I shall think fit to suffer & make void the same: [The remaining part of the draft was later struck out:] And I do farther order & desire the sd J Wilkinson to cause & take care that all the accts touching & concerneing my sd Leadmines & Collyeries shall be kept & entered with such person as at the same place & in such manner as the sd accts were Kept in the life of my late father Sr Wm Blakett

[On reverse:] Augt 1711 Corrected draught of Mr Wilkinsons authority from Sr W B