

[These letters mainly complement those elsewhere in the Allendale Estate collection related to the enclosure of Hexhamshire and Allendale Common, but were found separately. The first appears to be a stray from 30 years earlier but was possibly filed with the others from the same correspondent, the long serving sub-agent for Hexham, John Bell, due to its content relating to manorial rights which were important in determining rights under the later common enclosure.]

9 Mar 1764 John Bell to Henry Richmond

Sir

Hexham 9th March 1764

I have consulted Mr Ellis touching the Owners of the Estates in Anick having a right to dispose of the Royalties there and he tells me that he remembers to have seen a Copy of the Grant of Anick that there were several purchasers that the whole Town was purchased about the 8th of King James the First from Holford and Sey who were purchasers of Salter and Williams who were patentees of the Crown that the Royalties were granted to them and that they have always wrought Anick Fell Colliery.

As to Harwoodsheel and Spittle Mr Ellis cannot say whether they were purchased from the Crown before the purchase of the Manor of Hexham or they were sold off by the Lord of the Manor if they were there has been no Rents reserved to the Lord upon the Sale but be it which way it will there is no saying what Right the Owners of these Estates may have to the Royalties without seeing the Title Deeds - There is not the least Doubt but Sir Walter Blackett is intitled to all the Royalties within the Manor of Hexham under both Freehold and Copyhold Estates unless the purchasers of such Freeholds have them (the Royalties) granted by the Crown if the Estates are purchased from it or granted by the Lord of the Manor if purchased from him - Mr Ellis thinks the Owners of Bishopside have not the least pretence for claiming their Royalties for he says there are no Freeholds in Allendale save little trifling things which were made such as he believes by the Lords of the Manor themselves and most if not all Bishopside is Copyhold - It has been a great Oversight in the Lords when they enfranchised any Copyholder or sold off any part of their own Freehold Estates that no Counterparts of such Deeds of Enfranchisement or Sale were kept.

Last Tuesday one Will Lee Owner of a Copyhold Tenement in Allendale called <Correyhill> in Right of his Wife bid me the old Rent £100 a Year, with much to do, for Allendale Tithes but he proposes to have them for Nine Years for that Rent and to be free at the End of three or Six Years on giving Six Months Notice which is the very same Agreement the present Tenant made they all seem to be satisfied with a three Years Trial for they generally give Notice to quit them at the End of that Time - Lee bears a very good Charecter in the Country but a £100 a Year is a great Rent and if he should die before his Lease be expired it is to be remembered that his Estate is only in Right of his Wife and that a Copyhold Estate too therefore I apprehend you will desire Security I proposed Tuesday come a Week for giving him an Answer whether he is to

have the Tithes or no you'll therefore please to let me know before that Time what Security is expected and whether I must agree with him for a Lease of these Tithes on the above Conditions

We have no Records older than Queen Elizabeth's Time and Mr Ellis says that in all the Searches he has made he never saw any paper touching the Custom of Hexham Mills

I am Sir, Your most obedt hum Servt
Jno Bell

[On reverse:]

To Mr Henry Richmond
at his house in Pilgrim Street
post paid Newcastle

[annotated by HR:]

9th March 1764

John Bells Letter about the Royalties of Anick & other places in the Manors of Hexham & Anick grange

1 Mar 1792 John Bell

[Note: Undated file note in John Bell's hand regarding land held in trust for Thomas Blackett by John Bell and Isaac Hunter. It must be dated between August 1791 and August 1792 (when Sir Thos Blackett died) and is given here as 1st March 1792, this being a time when Bell was engaged in a great deal of work on the enclosure.]

Jno Bell of Hexham Abbey stands seised of a parcel of Land called Bankhead Riggs in Hexham Townfields and sevl Houses and Parcels of Land at Nether Coaten Hill in Allendale and a House and Parcel of Land called Fallside House in Allendale all Copyhold held of the Manor of Hexham in Trust for Sir Thos Blackett Barts

Isaac Hunter of Dukesfield stands seised of or interested in a parcel of Land on Dotland Common and a Tenement called Nether Staples Copyhold held of the Manor of Hexham in Trust for Sir Thomas Blackett - These last mentioned <premises> were surrendered to Mr Hunter 15 Augt 1791

28 Oct 1792 John Bell to John Erasmus Blackett

[Note: Inscribed as 'Copy' at the head, and found amongst other letters from the Victorian period regarding manorial rights and duties in Hexham. Recipient not stated but from context likely to have been John Erasmus Blackett, or possibly Mark Skelton at Birthwait near Bretton, Beaumont's Yorkshire agent. Since Blackett wrote to Beaumont

less than two weeks later (8th Nov) passing on the news from Mr Bell that the Yarridge tenants had got in their oats it would appear to have been the former.]

Hexham Abbey 28 October 1792

Sir,

As Mr Beaumont intended conferring a Favor on me I return him thanks but I perceive by the Proposition made me I am to execute the Business of these offices for the Emoluments of two and in case such Emoluments do not make up £80 a year I am to be subject to an Account to shew the precise Sum the offices of Bailiff and Clerk of the Court make that that sum may be made up to me.

I remember well your asking me what Mr Heron made of his offices and I answered between £60 and £80 a year and upon your observing that it was almost a Sinecure I replied it was something like one. I must now take notice that out of what Mr Heron makes of his offices he allows me considerably more than the £20 a year Bailiffs Salary for executing the Offices of Bailiff and Clerk of the Court as his Deputy. Without some assistance I cannot do all the Business of these offices and collect the Rents and look after the Estate and if what my son was allowed by Sir Thos Blackett is to be taken from him and no recompense made me on that acct my Income will be much reduced because I must procure some assistance and this I think an Hardship.

Christopher Atkinson still withdraws his Grist and I had the Miller's wife in tears with me about it on Tuesday morning last who says if they do not get the grist they cannot be expected to pay it. I understand for three weeks past he has made three carts loads of Oats into meal at some mill in Hexhamshire.

The custom is that 'all the Freeholders Copyholders tenants Resiants and Inhabitants of and within the township of Hexham by Custom Time out of mind have been and now are respectively obliged to grind at Hexham Mills and not elsewhere all the corn Grain & meal by them respectively ground and used or spent ground in their respective houses within the said township of Hexham and to pay one full sixteenth part of all such corn grain and malt as and for the toll & Multure for the grinding of the same.' How far making meal for sale and selling it in the House will be deemed a spending it ground in the house or whether the custom will only extend to the grinding such corn grain and malt as shall be consumed in the house for family uses only may be a question – Let that be as it will subtracting the Grist will be a Pleas for not paying Rent

Mr Beaumont has no land within the Barony of Langley but he has a quit-rent of £4-4-4 payable for the corn tithe of Langley Barony on the south side of the Tyne and therefore his right to the Corn Tithe of the New Improvements on Langley South Common which lies on the south side of the Tyne ought to be recognised in the Intended Act as well as the Vicar's Right to the Hay Tithe of such Improvements both upon Langley South Common and upon Grindon Common but till I have directions to tell Greenwich Hospital that the Acts (for there will be two at least) will be opposed unless such Rights are recognised in those Acts I cannot do so and this ought the rather

to be done because One common within Langley Barony on the south side of the Tyne has already been enclosed and when the Hospital was applied to for Corn Tithe of the Allotments set out in respect of their estates which pay a part of the Quit-Rent of £4-4-4 the answer given was that the Quit-rent for the antient lands covered the allotments and that Greenwich Hospital expected to be clear of Corn Tithe and there the matter now rests.

The weather here since you left this Country has been very changeable scarce ever 24 hours fair together. All the tenants at Yarridge have some Oats to cut yet tho' there are none of them but who have got new Corn into their stackyards and most covered too. By the best acct I can get they have lost about one half of their Barley by the wind.

I am sir, yr obed.t servant

J. Bell

27 Jan 1793 John Bell to Thomas Richard Beaumont

Sir

Hexham Abbey 27th Janury 1793

With this I send you my Cash Accot for the Half Year ending 31st of Decem. last and also a Copy of that for the Current half Year as far as the Same is advanced

I have mentioned to one of the Gentlemen who wrote you respecting the Riding of the Boundary your Intention of being in the North sometime before that Business can be proceeded with considering the Situation of the Country and that when you come you will consult with your People and the Boundary shall be rode at a proper Season

On the 21st of Septemr last Mr Skelton wrote me you considered you would subscribe the £20 which Sir Thomas Blackett was to have paid towards the Church at Warden if I thought it necessary. In answer to which I wrote Mr Skelton that Mr Blackett and I had talked the matter over when Sir Thomas sent Mr Blackett the Letter wrote by the Minister and others on that subject and that we thought he might give the £20 nor did I see any Reason for altering my Opinion when I wrote Mr Skelton or to that Effect but having had no positive Directions from Mr Skelton to pay the Money when called for I presume it has escaped your Memory to desire him to do so. The Inhabitants of the Chapel of Newbrough in the Parish of Warden whose Chapel is to be rebuilt are anxious to Know your Determination

The Meetings for signing the Consent Bills for the Division of Grindon and Langley South Commons in which you are in some Measure interested are now appointed for Wednesday and Thursday the 6th and 7th of next Month which I will attend agreeable to the Instructions given by Mr Skelton

I am Sir Your Faithful and most obedt Servt

Jno Bell

[On reverse:] Thomas Richd Beaumont Esqr/ Bretton Yorkshire

10 Mar 1793 John Bell to John E Blckett

Sir

Hexham Abbey 10th March 1793

I had a Letter from Mr Beaumont the 23rd of last Month saying he would be in Newcastle this Month when the Stewards came down for their Money and desiring me to give him a Meeting there but for what Purpose he was silent

By the Copy of his Letter to you inclosed one by Mr Straker he seems to want the Opinion of his Agents how far his Interest will be affected by the proposed Inclosure of a Part of Hexhamshire and Allendale Commons

It appears to me impossible to say whether the Carriage of the Ore from the Lead mines to the Smelt Milns will be hurt by this partial Inclosure or not

About Three years ago there was an Attempt made to bring about a Division of the whole Common - that was most certainly very improper and which the late Sir Thomas Blckett very prudently refused to come into and to which the Commrs of Greenwich Hospital as to Hexhamshire gave a most decided negative

In the Year after (the last that Sir Thomas was in the Country) the Division was agitated again and Proposals were made to Sir Thomas to divide a part and stint the Residue of the Commons and the Commrs of Greenwich Hospital agreed to this after Mr Walton made the necessary Enquiries (both in Weardale and Teasdale where the Commons are stinted) whether the Ore from those Dales was carried any given Distance at a greater Price by the Bing than the Ore in Allendale Alston Moor and Hexhamshire where the Commons are not stinted but eat up by those who can put most Stock upon them and found there was no Difference - This Information being given Sir Thomas acceded to the Proposals of the Proprietors and a Bill was accordingly framed and passed into a Law the last Session of Parliament under the several Regulations contained in it

As far as the partial Inclosure extends the Roads are to be made by the Proprietors and when the Carriers get upon that Part of the Common which is to be stinted they will then have the open wide Moor to pick their Way upon in the best manner they can as they do now

Whether this partial Inclosure will injure the Lead Ore Carriage must now rest on experience all else, after the best Information had, being only matter of Opinion and Conjecture

The Mines are to be wrought as at present without the Lord's paying Damages which are to be paid by the land Owners or Proprietors

The Lord is to have 1/16th Part of the Land to be inclosed for his Consent thereto paying 1/16th part of the Expence - he is also to have 1/16th Share of the Stints which several of the Proprietors grumble at paying, and truly, that they are losing 1/16th of the Herbage to which till the whole was inclosed the Lord had no Right for that so long as the Common was undivided he had a Right only to Herbage in respect of his Estates

with others but now he is getting Stints which he can let or dispose of otherwise as he shall think fit that could not be done before

The Lord may if he thinks proper extinguish his Tithes by accepting Land in Lieu of them but is not obliged to do so

No Alienations are to be made either of Allotments or Stints but the Lord will have a Benefit tho a small one

The Lord cannot require anything more to be done now for the Accomodation of his Works and Estates than what is provided for by the Act which Provisions he must abide by and upon the whole this Act is the most beneficial for the Lord of any that I have known passed for a Division either in this or the adjoining County of Durham

The Bounder of the Commons intended to be divided and stinted is required by the Act to be rode or perambulated and the Lord has been wrote to by several of the Proprietors on that subject - I was told by one of them that if the Boundary was not ridden soon it was resolved to apply to the Court of King's Bench for a Mandamus to compel the Lord to ride it either by himself or Agents because it is not absolutely necessary that he should be present as may be seen by having Recourse to the Act

I think a time for Riding the Boundary of which Fourteen days previous Notice is to be given cannot be appointed before the beginning of May

With respect to the Cast Iron or railed Ways my Opinion is no way altered but continues the same as when I wrote you in November - a bad Sike or Piece of bad Road upon the Moors may be mended by being made like a Turnpike with proper Conduits - The other Gentlemen are better able to give an Answer to this Matter than I can be supposed to give

I am Sir Your most obedt hble Servt
Jno Bell

See 14, 15, 40, 41, 44 and 45 Pages of the Act for the Division

John E Blackett Esqr

20 Oct 1793 John Bell to John Erasmus Blackett

[Note: Recipient not named, but from context would appear to be JE Blackett]

Sir

Hexham Abbey 20th October 1793

I send you inclosed two Papers the one for Hexhamshire and the other for Allendale signed by several of the Proprietors of those different Districts for commuting their Tithes by giving Land for them - For the power under which this is to be done and the Regulations respecting the Allotments to be made in Lieu of Tithes see the 20, 21, 22 and 23 pages of the Act for the Division

There are about 42 Proprietors in Hexhamshire and 256 in Allendale and as there are only 12 desirous of commuting their Tithes in the District of Hexhamshire and about 31 in that of Allendale perhaps it may require very little consideration with Mr Beaumont whether he will exonerate the Lands of those Proprietors or not

Messrs Clarke and Tulip who Mr Beaumont saw respecting the Roads about Beaufront have desired me to hand him, which I now do through you, a Subscription Paper about those Roads (for his Signature) which is signed by the Two gentlemen before named who are Proprietors of Lands in Sandoe and by Mr John Hunter of the Hermitage who is no Proprietor in Sandoe but only may have occasion to travel that way as any other of his Majesty's Subjects - The Dispute is now not whether the Roads are to be public Highways or only Bridleways but whether there shall be any Roads at all yet I think the Answer you have given for Mr Beaumont is the only one he should give

I have received an Estimate which is £45 for cleaning and colouring the Chancel of Hexham Church, the same as that to be done by the Parish, which Mr Beaumont as Owner of the Great Tithes is liable to - The Workmen are to find all Materials and their own Scaffolding yet I think the Estimate high - compared with what the Parish is to pay - £56 but indeed as they say the Chancel Part of the Church will be more troublesome on Accot of the many Pillars that are in it

I am Sir Your most obedt Servt
Jno Bell

The Game is now so wild there is no coming at any almost but what can be got shall be sent

13 Dec 1793 John Bell to John Erasmus Blakett

[Note: Recipient not named, but from context would appear to be JE Blakett. See also note from Skelton to Bell dated 18 Dec 1793 in respect of the postscript on verso]

Sir

Hexham Abbey 13th Decemr 1793

I got home on Wednesday and in my way through Newcastle had a Conference with Mr Williamson and Mr Heron respecting Westburnhope and upon considering that the antient Inclosures as so called contain only about 97 Acres and cost £140 in the last Century - that the Estate in the purchase Deeds is described to be a Messuage Tenement or Farmhold and Sheep-Walk and also taking into Consideration the political Situation of the Country when the purchase was made coupled with the Enjoyment Mr Heron and I flatter ourselves a tolerable good Case may be made I therefore desire you will be pleased to request Mr Skelton to send the Purchase Deed here without Loss of Time that a Case be stated for Counsel

I left with Mr Skelton Dickson a Scots Planters Catalogue of Trees and Pines and Hunter's Catalogue that he might compare them together as also a Letter from Mr Walton on the Subject of planting he having got a great deal of Land planted both for Greenwich Hospital and the late Sir Harry Liddell

I observed to Mr Skelton that the Scots Planter gave 1200 to his 1000 and Hunter gave the bare 1000 only but in order to balance that the carriage from Scotland would be to pay whereas there would be no Carriage to pay for Hunters Trees

Hunter happened to be with me this morning and I mentioned to him the Difference between the Scots 1000 and his 1000 he said it was a Mistake and that the Printer of his Catalogue had put down a 1000 instead of 1200 for that he gave the long hundred or £20 I then told him he ought to have corrected his Catalogue before he distributed any of them because without having it explained no one could understand it to be so as it was printed

While I was writing this Letter the Tenant of Hexham Fell Colliery called in to know what was to be done respecting it because as the Bridge is now passable for people on Horseback and also for Carriages he cannot vend Coals to pay the Workmen's Wages I told him this Matter had been mentioned to you and your Determination was that he could continue his Year out which will expire at Midsmr next - he replied that was very hard and hoped no Gentleman would take such an Advantage of his Tenant as to make him pay a dead Rent or rather worse when the Rent would not pay the Wages

I am Sir Your Faithful and most obet Servt

Jno Bell

[On reverse in a different hand, apparently that of Richard Noble.]

No 2 - Dec 2d 1687 Release Sir John Fenwicke on the one part and Edwd Burdett of Grays Inn in the County of Middlesex on the other part Of All that Mesue Farm Tenement or Sheepwalk called Westburnhope And all Tythes &c

No 4 - August 14 1691 Release Edwd Burdett in the one part and Sir William Blackett on the other part of the said premises

Dec 18th 1793 The above Deeds were sent by the Coach directed for Mr Bell
Richd Noble

28 Dec 1793 Robert Hopper Williamson to John Bell

[Note: The opinion of Williamson in the objection regarding boundaries of Westburnhope prior to the enclosure of Hexhamshire and Allendale Commons]

Case

Sir John Fenwick of Wallington in the County of Northumberland by Inde[n]ture[s] of Lease and Release bearing Date the 1st and 2nd Days of December in the 3rd Year of King James the 2nd and in the Year of our Lord 1687 in Consid[eratio]n of £140 conveyed to Edward Burdett of Grays Inn in the County of Middlesex Esqr All that Messuage Farm Tenement or Sheepwalk with the appurt[enance]s called or known by the Name of Westburnhope and all Lands Tenements and Heridit[ament]s thereunto belonging or in anywise appertaining or reputed taken or enjoyed as Part or Parcel thereof situate lying and being in Hexhamshire in the Parish of Hexham in the said County of Northumberland late in the Tenure of Wm Pearson Gent his Assigns or Undertenants And also all Tithes of Corn Grain Wool Lamb and Pigg and other Tithes whatsoever - And in the Year 1691 the said Edwd Burdett conveyed the above Premisses to Sir William Blackett of the Town and County of Newcastle upon Tyne Bart

This Estate is the Property of the Present Lord of the Manor of Hexham and for any Thing that appears to the contrary contained 97 Acres of inclosed Ground at the Time of the Purchase and the Tenant claims a large Tract of open ground as belonging thereto and which he says he has <Staff-> herded for 50 Years past and that the former Tenants used to do the like and about 23 or 24 Years ago the Examination of several Old People was taken (ex parti) to give the then Lord of the Manor some Satisfaction as to his Right to this Tract of open Ground which they (the Old People) described as follows, to wit, Beginning at the Foot of Brigsike where the same runs into Rowley Burn from thence Southwards up the said Sike to where the Road from Allenheads to Gingleshaugh and Dukesfield crosses the said Sike so westwards up the said Road to a little Hill and from that Hill to another little Hill near the Linburn head - From the last of those Hills in a direct Line to the Linburn and so up the said Burn to the Fordstead near the Low-Lin then through the said Burn at the Said Fordstead southwards up the Linburn Rigg along the Carrier Way to the Laddle Sike from thence Northwards along the Road leading from Allendale to Darwen Head till the Road comes to Knight's Cleugh so through the Cleugh till the said Road adjoins the Road leading from Allenheads to Hexham then down the said Road to Baxton Cleugh then from Baxton Cleugh Eastwards along the Carrier Way to the Cast on the East Side of Charlie's Bank then Southwards down the said Cast to the Burn where this Boundary did begin - See the Abstract of the Examination of the old people (most of whom are now dead) herewith sent

The Agent for the Lord of the Manor on delivering the Lord's Claim to the Commrs for dividing Hexhamshire and Allendale Common included this Tract of open Ground as a Part of Westburnhope Farm for which he claimed a Right upon the Said Common and it is apprehended an Objection will be made to the Claim But the Agent contends that should an Objection be made to the Claim he will be well justified in persisting in it because the Sum of £140 paid for the Purchase of Westburnhope in 1687 was too much Money to be paid at that Time for only 97 Acres of Ground and the Tithes considering not only the Situation of this Farm which is upon the Moors and the

small and uncertain Value of Stock at that Period owing to the political Situation of the Country it being before the Union and Watch and Ward being kept continually to guard against the Incursions of the Scotts upon the Northern Borders commonly called Moss-Troopers - For these Reasons coupled with the Enjoyment as shown by the Examinations of the Old People and the accounts given by the Tenant and also the Description in the Deed of a Farm or Sheepwalk the Agent supposes the £140 must have been paid for something more than bare 97 Acres of Land but being unwilling to run his Employer into Litigation without better advice requests Mr Williamson to give his Opinion whether under the Circumstances attending of this Case should an Objection be made to the Claim it will be prudent and justifiable in the Agent to persist in the Claim or he should give it up and be content with the Rights of Common only for the 97 Acres but if the Claim is to be persisted in then as most of the old People who have been examined are now dead what Mode must be pursued to render the present Tenant a Witness in Support of the Claim?

From the Evidence taken in the Year 1769 there certainly appears strong grounds for the Claim which has been made by the Agent of the Lord of the Manor the Death of many of the Witnesses may perhaps make the Proof of the Rights now claimed more difficult than in 1769, but I think the Claim should be persisted in, as the Testimony of Joseph Armstrong seems to have considerable Weight, and when supported as it will probably be, by Evidence of more recent Enjoyment will afford a Proof of Title nor easily repelled, as the exclusive Enjoyment of this Tract of Land both at the remote Period spoken to by Joseph Armstrong and also in more modern Times seems prima facie referable only to that sort of separate Title now contended for by the Agent of the Lord of the Manor of Hexham.

If the present Tenant surrenders to Mr Beaumont all such Right and Interest as he has to the several Grounds marked blue and yellow respectively in the Plan left herewith I think he will be competent to give Evidence as to the Boundary and I presume that the Rights of Common in respect of Westburnhope Farm is not disputed but only the extent of the Farm itself

It is adviseable to collect as much <Parol> Evidence as can be obtained to strengthen the Testimony of Joseph Armstrong, as the Circumstances of the Enclosure made between 30 and 40 Years ago may not perhaps avail so much in the present Case, as similar Enclosures may in some other Cases, as the Lord of a Manor may enclose the Wastes of the Manor leaving sufficient Common for those intitled, unless the Tenants * of the Manor prescribe to have particular Privileges in the Wastes which may prevent the Lords Right of Enclosure.

Robt Hopper Williamson
NCastle 28th Decr 1793

[Marginal note:]

Green 97 Old Inclos

Blue 49 late Inclos between 30 and 40 Years since

Yellow 800 open Ground

[footnote added by Bell:]

* The Tenants of the Manor may prescribe for getting Peat and Turf Stones for building & repairing their Houses and Walls or Fences and Ling and Heather for thatching their Houses and Limestones upon the Waste for improving their Land which it is apprehended prevents the Lord's Right to Enclose under the Statute of Merton according to a later Determination in the Tern Reports JB

3 Jan 1794 John Bell to Mark Skelton

[Note: See also Robert Hopper Williamson's letter dated 28 Dec 1793]

Sir

Hexham Abbey 3rd Janury 1794

On the other Half Sheet you have a Copy of Mr & Mrs Beaumont's Claim for Westburnhope with a Copy of the Objection thereto the persisting in the Claim desiring the same may be refused to the Arbitrators and the Objectors refusing to refer the Claim to the Arbitrators and desiring the same to be tried at law subjoined

When at Bretton I told why I made the Claim double; that is, for the separate distinct Bounder including 849 Acres besides the antient 97 Acres and also a Right of Common for the whole namely that if Mr Beaumont separate Bounder for 849 Acres was disputed and his Rights thereto upon a Trial should be defeated then he would not have been intitled to a Right of Common for his antient 97 Acres no Claim having been made for a Right of Common in due time but as the Claim stands if Mr Beaumont is defeated of the 849 Acres he will get a Right of Common for the old 97 Acres - Had the separate Bounder for the 849 Acres not been objected to but admitted it would not have been fair to have claimed a Right of Common for Westburnhope which in that case would have comprised 946 Acres and I asked whether should the Bounder be admitted I should relinquish the Claim as to right of Common to which I could get no Answer

The Claim for the separate Bounder being objected to and Mr Beaumont's Right denied thereby to the whole of his Claim for Westburnhope save the 97 Acres which it seemed to contain at the time of the Purchase and a Right of Common for that Quantity of land I wish now to have Instructions should I be able to compromise this disagreeable Business (disagreeable not only it must be to the Lord but also to the Proprietors to have a Law Suit with their lord) upon the Terms suggested at Bretton, to wit, That if the Proprietors will withdraw their Objection and admit the Lords Claim as to the 946 Acres he will withdraw his Claim so far as respects a Right of Common - If Mr Beaumont could effect this he would save the Expence of the Division for Westburnhope as it would be admitted his antient Freehold but having no Right of Common consequently getting no Allotment for it upon the Division he would not be liable in respect of that Estate to any Expences

There were seven old People examined in 1769 respecting the Boundary of Westburnhope and Five out of that Number are dead another that lived in Yorkshire I cannot yet learn whether he is dead or living so that one only of the Seven I can say with certainly is living - Joseph Rowland the present Tenant and some of his Predecessors have known and lived upon this Farm for these 50 Years past but as they always shepherded themselves I am apprehensive any additional Evidence to corroborate Joseph Armstrong (the living Witness) will be difficult to meet with and knowing the Temper of most tenants should Mr Beaumont be driven to make use of Joseph Rowland and his Family it is doubtful they may do harm for I know Joseph is not content with the Bounder as described by the Examination of the Old People but wishes to have more and having very keen bitterness he and his Neighbours are often at Daggers drawing about hounding upon the Common therefore my opinion is that if this Business can be compromised upon the above Terms it will be better than risking the very uncertain Event of a Law Suit which must be commenced in two Calendar Months from the 30th of last Month - The sooner Mr Beaumont gives an Answer the better after having maturely considered the Business

The Bridge at Hexham being now made passable for carts and Carriages and the Landing for the Boats on the North Side of the River [3-4 words obscured] which Landing Place occasioned more Water running down the Middle and South Side of the Bed of the River than usual has been the Means of throwing up a great Gravel Bed on the North Side adjoining the Road leading from the Bridge towards Anick Grainge and adjoining Mr Beaumont's Estate at Broomhaugh and the proprietors of Anick to whom the Repair of the Road belongs and myself are apprehensive that when the Boat Landing on the North Side of the River is removed and the Water is again left free it will be taking its antient Course and washing away the Gravel Bed and of consequence injuring both them and [struck through: you] Mr Beaumont - The Proprietors of Anick intend doing something by Way of Prevention with some Embankment of Stone Work and have called upon me to know what Mr Beaumont will do and I had a Meeting with them yesterday and took a View of the Places where the Stone Work is to be done and promised to write and take his Directions - The Anick people are very anxious of having something done immediately as they expect to get it done cheaper as this is the dead time of the Year and a Number of Men who were employed about the Bridge want work but as there does not seem to be any immediate Danger to be apprehended the Boat Landing being not to be removed this Winter that I can learn of I could wish Mr Mr Beaumont saw the place himself which he may do when he comes North before he give any definitive answer

I am Sir Your most obedt Servt
Jno Bell

A Copy of Case respecting Westburnhope and Mr Williamson's Opinion comes with this

[on reverse:] Mr Skelton/ Attorney/ Birthwait near Wakefield/ Yorkshire

[on separate sheet:]

To Mr William Bates Mr John Fryer and Mr Thomas Bates Commissioners named and appointed in and by an Act of Parliament made and passed in the Thirtysecond Year of the Reign of his present Majesty King George the Third Intitled 'An Act for dividing and inclosing certain Parts of the Commons Moors or Tracts of Waste Land called Hexhamshire and Allendale Common and also certain Townfields within the Regality or Manor of Hexham in the County of Northumberland and for stinting the Depasturing of the other Parts of the said Commons Moors or Waste Land'

The Claim of Thomas Richard Beaumont Esq and Diana his Wife Lord and Lady of the said Manor containing a full true and just Accot of the several Messuages Lands Tenements and Heriditaments together with the Names of the Tenants in Possession for or in respect whereof they claim to be intituled to Rights of Common upon the said Commons delivered by one John Bell Agent to the said Thomas Richard Beaumont and Diana his wife in Writing under my Hand pursuant to the Directions of the said Act, that is to say,

Westburnhope Farm in the Possession of Joseph Rowland consisting of One Dwelling House One Barn Two Byors and one Stable and Twelve Closes or Inclosures of Arable Meadow and Pasture Land numbered on the Plan as follows, to wit, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 534 and 535 and also a Tract of unenclosed Ground the Boundary whereof begins at the Foot of Brigsike where the same runs into Rowley Burn from thence Southwards up the said Sike to where the Road from Allenheads to Gingleshaugh and Dukesfield crosses the said Sike so Westwards up the said Road to a little Hill and from that Hill to another little Hill near the Linburn and from the last of those Hills in a direct Line to the Linburn and so up the said Burn to the Fordstead near the Low Lin then through the said Burn at the said Fordstead Southwestwards up the Linburn Rigg along the Carrier Way to the Laddle Sike from thence Northwards along the Road leading from Allendale to Danver Head till the said Road comes to Knight's Cleugh so through the Cleugh till the said Road adjoins the Road leading from Allenheads to Hexham then down that Road Eastwards to Baxton Cleugh then from Baxton Cleugh Eastwards along the Carrier Way to the Cast on the East Side of Charlie's Bank then Southwards down the said Cast to Rowley Burn and so through the said Burn to the Foot of Brigsike

One Tenement or Farm called Wester Steel in the Possession of Thomas White Thomas Bowman William Dinning and John Dinning bounded by Devil's Water on the Bank of <...> Water on the North by the Road leading from Dukesfield to Hexham on the East and by Upper Staples and Nether Staples on the West

And also One Copyhold Tenement or Farmhold called Nether Staples in the Possession of Joseph Dixon and Joseph Rowland vested in Mr Isaac Hunter as Trustee for the said Thomas Richard Beaumont and Diana his Wife and bouner'd by Devil's Water on the South Upper Staples on the West and by Wester Steel on the North and East

Jno Bell

1793 Septemr 30th

To William Bates John Fryer and Thomas Bates Commissioners etc
We whose Names are hereunto subscribed being Persons having Rights of Common or Agents of Persons Bodies Politic or Corporate having Rights of Common on the said Commons do hereby object to the Claim of Thomas Richard Beaumont Esq and Diana his Wife marked No 265 so far as the same affects the Boundary of the said Common.
Dated the Thirtieth Day of December 1793

Thos Ord	Joseph Watson	John Curry	Wm Sparke	Whitfield
William Adamson	John Plummer	Robt Hornsby		Robert French
Nich Walton Jun	Agent for the Commissioners and Governors of the Royal Hospital for Seamen at Greenwich in the County of Kent			
Robert Watson	Nich Ruddock	Cuthbert Ord		Thos Johnson Junr
Peter Mulcaster	Edwr Robson	Thos Johnson		

[marginal note:] See 6 Page of the Act

To William Bates John Fryer and Thomas Bates Commissioners for the Division of Hexhamshire and Allendale Commons

I John Bell Agent for Thomas Richard Beaumont Esq and Diana his Wife do for them and on their behalf persist in the Claim marked No 265 and do request that the same may be referred to the Arbitrators named in the Act of Parliament for the Division of the said Common or their Successors

Jno Bell 1793 Decemr 30th

[marginal note:] See 7 Page of the Act

To William Bates John Fryer and Thomas Bates Gentlemen Commissioners etc

We whose Names are hereunto subscribed Persons having Rights of Common or Agents of Persons Bodies Politic or Corporate having Rights of Common on the said Common and who have made Objections to the several Claims affecting the Boundary of the said Common hereafter mentioned, that is to say, The Claim of Thomas Richard Beaumont Esqr and Diana his Wife, Arthur Mowbray on behalf of the Trustees of the Estates of the late Right Honourable and Right Reverend Nathaniel Lord Crewe Lord Bishop of Durham marked No219 and No 224 Matthew Fairless of Norton in the County of Durham Farmer John Bell Agent for Mr Joseph Dickinson Guardian of Matthew Fairless of Bishops Auckland in the County of Durham Gentleman on behalf of the said Matthew Fairless Edward Charlton Esqr and William Ord Gentleman jointly

the said Edward Charlton Esqr singly, Gill Brown Charles John Clavering Esq affecting the Boundary of the said Common at a place said to be called or known by the several Names of Riddlehamhope and Hallywell Common and also at a place called or known by the Name of Middle Rigg being unwilling that such Claims and Objections should be referred to the Arbitrators and desirous to have the same tried at Law do hereby give you Notice thereof according to the said Act.

Dated the Thirtieth Day of December 1793

Nich Walton Junr

Agent for the Commissioners and Governors of the Royal Hospital for Seamen at Greenwich in the County of Kent

Thos Ord	Thos Johnson Junr	Joseph Watson	John Curry
Peter Mulcaster	Nicholas Ruddock	William Dawson	John Johnson
Wm Sparke Whitfield	Robt Hornsby	Edwr Robson	Robert French
Thos Ord	Robert Watson	Thos Johnson	Cuthbert Ord