

22 May 1663 Francis Radcliffe to Hugh Teasdale

Articles of Agreement Indented and Concluded betwixt the Hon[oura]ble Sr Francis Radclyffe of Meldon Bart of the one part And Hugh Teasdaile of Corby gate in Aldston Moore of the other part this 22d day of May 1663.

Imp[rimi]s that the said Hugh Teasdaile shall at his owne proper Costs and Charges pull downe one water Corne Milne called Aldston Milne, in Aldston Moore aforesaid, and afterwards to build it up againe till it be ready for thacking, wth sufficient stone, Lyme and wood.

It[em] the said Hugh Teasdaile is to find all stone, Lyme, and wood for erecting the same, excepting only such wood as is already cut down for that purpose at Hassendaile, wch the said Sr Francis Radclyffe is to give him for erecting the same.

It[em] the said Sr Francis Radclyffe is to find Coales for burning a Lyme Kill

It[em] the said Hugh Teasdaile is to finish out two Chymneyes, and to lay all the lofts in the New house Richard Vazey now lives in

It[em] the said Hugh Teasdaile is to finish all the said works before Michaelmas next

It[em] in Consideration whereof the said Sr. Francis Radcliffe is to give unto the said Hugh Teasdaile the sum of seventeen pounds in Money after the said worke is finished

It[em] the said Hugh Teasdaile is to be at all the Charge in leading both stone, wood & Lyme,

The mark of Hugh Teasdaile [a loose 'H']

23 Apr 1666 Francis Radcliffe to Michael Walton

Aprill the 23rd Anno Domini 1666

Articles of agreement made concluded & agreed upon between Thomas Bacckus of Dilston in the p[ar]ish of Dilston & county of Northumberland gentle[man] on the one p[ar]ty and Michaell walton of Hill house in the p[ar]ish of Alston & county of Cumberland yeoman on the other p[ar]ty witnesseth as followeth

Imprimis it is covenanted concluded & agreed upon between the sd partyes that the said Thomas Bacckus beinge empowered by Sr Francis Radcliffe Baronet & in his behalfe for Diveres good causes & considerations them hereunto moveing hath

demysed granted & to Farme Letten and by these p[re]sentes doth fully & absolutely Demyse grant & to Farme Lett unto him the above named Michaell walton his heires executors admi[nis]trators & assigns those p[ar]ticulares hereafter mentioned & expressed that is to say a house comonly known by the name of the Kitchin together with a Byar a p[ar]cell of grounde called the high feild the orchard halfe of the fold or garden the <Cleugh> the wheat <hoime> & the But <hoime> together with halfe a pasture called the Markeclose all wth houses as above so written & p[ar]cells of grounde lyeing & beinge at Lowbyar together with all wayes & easements to the same belonginge the same to have & to hold and peaceably to injoy from & after the third Day of May next comeinge unto the full end tearme & expiration of Nine yeares then next followinge fully to be completed finished & ended.

2ndly It is agreed between the sd p[ar]ties that in consideration of which Demyse for to be had the sd Michaell walton or his assig[n]s shall pay yearely & every yeare dureinge the time about p[re]scribed the Sume of Eighteine pounds by equall proportiones that is to say Nine poundes at every Martinmas Day or within fourteine Dayes after and Nine poundes at every whitsuntide followinge Dureing the time that he stay upon the premises

3rdly It is agreed between the sd p[ar]ties that it shall & may be lawfull for the sd Michaell walton or his assigns to leave the premisses & desist therefrom at every one yeares expiration Dureing the Nine yeares in giveing warneing to the above named Sr Francis Radcliffe at or before the first Day of January before his Departure

4thly It is concluded between the sd p[ar]ties that the sd Sr Francis Radcliffe shall cause the sd houses to be repaired at his own charges at or before Michaelmas day next ensueinge and to make them Tenon[t]able

5thly It is covenanted between the p[ar]ties that the sd Sr Francus Radcliffe shall pay all Assesses taxes and impositiones upon the sd houses or groundes imposed except onely the Assessment for allayinge & supprissinge of theft and Church dues but not church repaires but all other Assessmentes and taxeings shall be payed by the farmer as they fall due and be reckoned back againe at every halfe yeares Rent that shall be payed In witsesse whereof the above named Michaell walton have hereunto put my hand and Seale the day & year first above written

Michaell Walton [signed and sealed]

Witnessed sealed and Delivered in the presense of us witnesses

John <Coulthred> [signed] / Thomas <Rexbon> [made mark: 'T'] / Henry Wallasse [signed]

[on verso:]

Memorand[um] that at the ensealing hereof it is agreed between the sd p[ar]ties that Mr Tho. Bacckus shall have grasse for his horse in markclose Dureing at any time its abode in Alstonmoore

23 Apr 1666 Francis Radcliffe to Richard Vazie

Aprill the 23rd Anno Domini 1666

Articles of agreement made concluded and agreed upon between Thomas Bacckus of Dilston in the p[ar]ish of Dilston the county of Northumberland gentle[man] on the one p[ar]ty and Richard Vazye of wanwood in the p[ar]ish of Alston and county of Cumberland yeoman on the other p[ar]ty witnesseth as followeth

Imprimis it is covenanted concluded & agreed upon between the p[ar]ties that the sd Thomas Bacckus being impowered by Sr Francis Radcliffe Baronet and in his behalf for diveres good causes & considerations them hereunto moveing & hath demysed granted & do Farme Letten & by these p[re]sents doth fully & absolutely demyse grante and do Farme Lett unto him the above named Richard Vayze his heirs & exe[cu]tors admin[ist]rators and assignes these p[ar]ticulares hereafter mentioned & expressed that is to say a house comonly knowne by the name of the hall at Low byar together with another house adjoyneing to it called the Checker both the roomes in the sd houses above & under but only one little Chamber wch the said Tho: Bacckus shall have in his possession upon the Hall loft for a bed chamber when he remaineth in the Country together wth a p[ar]cell of ground called <law crooke> & another p[ar]cell of ground called the middle feild & halfe of the fold and garden adjoyneinge to the gate of the same fold and halfe of a pasture called <Markeclose> all wth p[ar]cells of grounde belonging to Lawbyer aforesd together with all wayes and easementes to the farme houses & grounde belonging to the same to have & to hold and peaceably to enjoy from and after the third Day of May next coming unto the full end tearme & expiration of nine years then next following fully to be completed finished & ended.

2ndly It is agreed between the sd p[ar]ties that in Consideration of which demyse soe to be that the sd Richard Vayze or his assignes shall pay yearely & every yeare dureing the time above prescribed the sume of fourteine poundes & five shillings by equall proportiones that is to say £7 - 2 - 6d at every Martinmas Day or w[ith]in 14 dayes after & £7 - 2 - 6d at every whitsuntide then next followinge Dureing the time that he staves upon the p[re]misses

3rdly It is agreed between the sd p[ar]ties that it shall & may be lawfull for the sd Richard Vayze or his assignes to leave the p[re]misses and Desist therefrom at every

three yeares Dureing the Nine yeares giveing warneing to the above named Sr Francis Radcliffe at or before the first Day of January before his Departure

4thly It is concluded between the sd p[ar]ties that the sd Sr Francis Radcliffe shall cause the sd houses to be repaired forthwith at his owne charges as to put the Chimleyes up & the windows <well glassed> & Tenon[t]able

5thly It is covenanted between the sd p[ar]ties that the sd Sr Francis Radcliffe shall pay all Assesses taxeings & impositiones upon the sd houses or ground imposed except onely the Assessment for allaying & suppressinge of theifte and Church dues but not church repaires but all other Assesses and taxeings shall be payed by the farmer as they fall due & be reckoned backe againe at every halfe yeares Rent that shall be payed In witnesse whereof the above named Richard Vazye have hereunto Sett my hand & seale the day & yeare first above written/

Richard Vazie [signed and sealed]

Signed sealed and delivered in the presences of us witnesses

John Coulyteard [signed] / John Wallasse [made mark] / Henry Wallasse [signed]

Memorand that at the ensealeing hereof it is agreed between the p[ar]ties that Mr Thos Bacckus shall have grasse for his horse in Markeclose during his time at his abode in Alston moore at any times

2 Jan 1667 Francis Radcliffe to Richard Vazie

An agreement with my [word scratched out and replaced with: 'Richard Vazye'] for Low Byer for 9 years

January: 2d 1667

Memorand: That the Day above sd. It is agreed by and Betweene Sr. Francis Radclyffe of Meldon in the County of Northumberland Barnt: and Richard Vasye of Lowbyer w[ith]in Aldston moor in the County of Cumb[er]land yeom[an] That the said Richard Vasye, shall have all the howses and Grounds at the said LowByer belonging to the sd. Domaine there, For and During the Time and Tearme of Nine yeares from May Day next Comeing; He the sd Richard Vasye yeilding and paying dureing the sd Tearme, the yearly Rent of Thirty two pounds and five shillings According as shall be heereafter more fully Expressed in a Lease to be taken of the sd Ground and Howses att Low Byer aforesd By the sd Richard Vasye [vi]zt; And to have only an Allowance of such Assesm[en]ts as may be imposed thereon By vertue of Any Act of parliam[en]t [superscripted: 'usually allowed by other Landlords'] Dureing the sd tearme; Witne[sse]d hereof the Day & yeare above sd;

Witness of this Agreement:

Bartho. Rayne

Richard Vazie [both sign]

[Added in margin:]

Memorand that the true intent of this agreem[en]t is that the Sd Richard Vasye is to paye the whole Rent as formerly & to have the said howses & grounds in his present possession and also that in the possession of Michaelle Walton

26 May 1674 Francis Radcliffe to Cecily Bacon

[Note: Counterpart of a lead mining lease between Sir Francis Radcliffe and Cicily Bacon, widow of George Bacon at Fistin Rake on Alston Moor. This name is somewhat puzzling but may refer to Fistas Rake, a lead vein and mine at Blagill.]

This Indenture made the Twentieth day of May in the Six & Twentieth yeare of the Raigne of our Sovereigne Lord Charles the Second by the Grace of God King of England Scotland France and Ireland Defender of the Faith Anno Dom 1674 Betweene Sr. Francis Radclyffe of Dilston in the County of Northumberland of the One partie and Cecily Bacon of Broadwood Hall in the parish of Allandale & County afore Said widow of the other party Witnesseth that the Said Sr. Francis Radclyffe for divers Good causes and Considerations him these <p.sents moveing> & especially for the Consideration hereafter expressed Hath demised Granted & to farme Letten and by these presents doth demise grant & to farme Lett unto the Said Cicily Bacon Her Executors & Adm[inistrato]rs & Assignes

all and Singular the Lead Mines and minerals and mine walls & all other Mines & mineralls Ores Earthes metals & stones of what Kind soever they be (Coale mynes only excepted) lying and being found & to be found at a certaine place called Fistin Rake within Alston moore in the County of Cumberland lately discovered & wrought by the Said Cicily Bacon or her Assigned work men or Servants as the Veines of the Lead Mynes shal Lineally extend them selves Soe as the Bounds of the said mynes contayne not above Threescore yards in Breadth with convenient Roome on eith. side of the Said Veines for their necessary Uses in laying or dressing of Oare or other dead heaps which shall be Landed out of the said workes with free Liberty & power within any of the Limits & Grounds afore said or within any reasonable Bounds of the same to digg trench & Cutt water Gutters drifts and damms as well in and under the Ground for conveying the water from the said mines as above for bringing the water to wash the said Oare and Mettalls and for workeing washing scouring stamping & dressing of the Said mynes Mineralls Oares & Mettalls with the like power and Authoritie to Build & Sett Up House & Houses for her & the workemens Lodgeings and ease with all other

House & Houses needfull for the said workes the said Houses and Buildings being Sett upon the wastes and Commons not severally Enclosed or Severally belonging to any the Tenants or Lessees dwelling neere the said workes here by demised with like power and Lycence to digg delve Cutt Cast pull & gather all and all manner of Peats Turfes and Lynge for the Use and behoofe of the Said Cicily Bacon her Execu[to]rs Assignes deputies Servants and workemen as afore Said to be Used for fire covering & other necessary occasions for the Said workes as formerly hath beene Accustomed with free ingress egress and regresse for all manner of Carriages & passages into & from the said workes or any of them together with all proffitts advantages and Comodities to the said workes belonging or in any wise appertaining in as ample beneficial & large manner & Formes to all Contents and purposes as the said Sr. Francis Radclyffe hath or of right ought to have in hand to the said demised mines mineralls workes & premises before by these presents demised & Granted or mentioned or intended to be here by demised & Granted to Have and to hold the said Lead Oare mynes Mineralls Oares Earthes Mettalls & Stones with all powers priviledges Lycences & Authorities Touching the Said mynes before in these presents Granted and all and Singular other the premises before in and by these presents demised to the only Use and behoofe of the said Cicily Bacon her Execu[to]rs Adm[inistrato]rs & Assignes from the day of the date of these presents Unto the full end & Tearme of Twenty One years from thence next following fully to be compleat and ended

yeeildinge paying & delivering therefore yearly during the said Tearme To the said Sr. Francis Radclyffe his Heirs or Assignes the full fifth part & portion of all Lead Oares and other Mineralls and Mettalls to be digged mined & dressed in man[n]er and forme following (that is to say) at & upon every wash & washing place to be had & made of all or any of the said Lead Oares & Mineralls as afore Said before the Same Shall be delivered to be Smelted or made into Lead or otherwise connected to any other Use or Uses the full fifth part Shall be delivered well washed & dressed according to the best manner fit for Smelting to the Said Sr. Francis Radclyffe his Heirs or Assignes in or at Such place or places as the Said Lead Oare or other mineralls shall be gotten washed or dressed with in any of the Limitts or bounds before mentioned and the Said Sr. Francis Radclyffe for himselfe his Heires Executors Adm[inistrato]rs & Assignes doth Coven[an]t and Grant to & with the Said Cicily Bacon her Executors Adm[inistrato]rs and Assignes that the Said Sr. Francis Radclyffe his Heires Execu[to]rs Adm[inistrato]rs & Assignes shall & will for the furtherance of the Said Workes Constitute one or more deputy or deputies officer or officers to and for receaving & takeing of the S[ai]d fifth part of all Such Oares & other mineralls as from tyme to tyme Shall be gotten and made ready to be delivered during the Said tearmes And if it shall happen the S[ai]d Sr. Francis Radclyffe's Heirs Assignes or their officers or deputies doe not come to receive the S[ai]d fifth part being there Unto required in writeing by the Said Cisilia Bacon her Execut[o]rs Adm[inistrato]rs or Assignes or by her or their Agents Servants or Factors at the place or places where Such division or partition is to be had or made as afore Said but willfully or negligently doe refuse or Omit the same That then & from

thenceforth it shall & may be Lawfull to and for the Said Cicily Bacon her Execu[to]rs Adm[inistrato]rs and Assignes in the p[re]sence of two Sufficient Witnesses or more to divide & part the Said Lead Oare Mineralls & Mettalls before mentioned into five equall parts & one such equall fifth part thereof being Left for the Said Sr. Francis Radclyffe his Heires or Assignes and there carefully preserved & kept in a good Sufficient & convenient Bingstead apart & by it selfe without Fraud or deceit Untill the S[ai]d Sr. Francis Radclyffe his Heirs or Assignes Shal by writeing Under his or their hand & Seale order the Remouveall there of And if the Said Cicily Bacon or her Agents shall weekely (that is to say every Munday draw Up & have in readiness for the Said Sr. Francis Radclyffe or who he shall order at any tyme to Receive it a true just & Exact account fairly writ & signed by her or her Agents particularly mentioning the Number of Bings Horse Loads and poakes of Oare or other mineralls or mettalls that hath beene dayly delineated in the fore going weeke at Fistin Rake These it shall be Lawfull to & for the Said Cicily Bacon her Exec[uto]rs Adm[inistrato]rs & Assignes & the deputies Servants or Agents of her or them the fifth part being so divided and Left as afore Said to take carry away Use & dispose of the other four parts & every or any part or p[ar]cell thereof to the only Use & behoofe of the Said Cicily Bacon her Exec[uto]rs Adm[inistrato]rs or Assignes,

and more over the said Sir Francis Radclyffe for himselfe his Heires Exec[uto]rs Adm[inistrato]rs & Assignes doth covenant & grant to & with the s[ai]d Cicily Bacon her Exec[uto]rs Adm[inistrato]rs & Assignes that for & in consideration of the said fifth part before & in these presents Specified and referred to be yeeilded & delivered in manner & form above mentioned she the s[ai]d Cicily Bacon her Executors Adm[inistrato]rs & Assignes & her & their Agents workemen & Serv[an]ts shall & may peaceably & quietly have hold occupy worke Use & enjoy the said mines of Lead Oare & all other mynes mineralls Earthes & Stones before in & by these presents demised & granted & also all power previledges and Authorityes for digging mineing washing drawing of waters Building of Houses & all other the premises before in these present mentioned and Granted without the Lett trouble or Interruption of the said Sr. Francis Radclyffe his Heirs or Assignes or any other p[er]son or p[er]sons what so ever clameing by from or Under him them or any of them during the said Tearme of Twenty One years And that the said Cicily Bacon her Exec[uto]rs Adm[inistrato]rs & Assignes shall at the end or other determination of this p[re]sent demise or surrendering thereof Leave two Standing Shaftes well Timbered upon the fore heads of the Rakes & that it shal be Lawfull to & for the said Sr. Francis Radclyffe his Heires and Assignes to Sink & worke soe many Shaftes as he & they shall think fitt & convenient in or upon the same Veines soe that it be at least Thirty score yards in length from the place & places now digged & wrought the said Cicily Bacon her Exec[uto]rs Adm[inistrato]rs and Assignes havinge the first offer of such workes anything here in contained to the contrary notwithstanding

and Lastly that it shall be lawfull for the said Sr. Francis Radclyffe his Heirs or Assignes or any other by his or their appointm[en]t to view the said mynes from tyme to tyme during the afore Said Tearm to the end they may be orderly & sufficiently wrought & that the said Sr. Francis Radclyffe his Heires & Assignes are to have the first offer of all the Oares and other Mettalls wonn within the demised premises by the said Cicily Bacon or her Assignes officers or servants at the usual Rates from tyme to tyme provided alwayes & upon Condition that if the said Cicily Bacon her Exec[uto]rs Adm[inistrato]rs Assignes or any of them Shal not at all tyme & tymes hereafter during the said Tearm diligently endeavor to discover & bring to p[er]fect workeing the said veines of Lead Oare at Fistin Rake afore said & follow the workeing of the same so long as it shall continue worth workeing, but shall either negligently or wilfully desist or surcease from the orderly workeing of the said workes by the space of two monthes together or Shal conceale any Oare without givinge one full fifth part to the s[ai]d Sr Francis Radclyffe his Heires and Assignes anything before in these p[re]sents contained to the contrary in any wise notwithstanding In witnesse whereof the said p[ar]ties to these present Indentures have Interchangeably put their hands and Seales the day and year first above written.

Cisilia Bacon her Marke [a letter 'B' on its side]

14 Nov 1678 Francis Radcliffe to Robert Jackson

Articles of Agreement Indented Concluded and Agreed Upon the fourteenth day [of] November One Thousand Six Hundred Seventy eight Betweene Sr. Francis Radclyffe of Dilston in the County of Northumberland Barrt: of the one part and Robt. Jackson of Stockton in the County of Durham Merchant and Benjamin Purchas of Langton in the County of Yorke gentleman as followeth

Imp[rimis]: It is agreed Upon betwixt the said p[ar]ties that the sd. Robert Jackson and Benjamin Purchas their Heires Executors Adm[inistrato]rs or Assignes shall have all the Lott & Tyth of Lead Oar now gotten & to be gotten within the Manor of Alston Moore for the Tearm of Twenty One yeares comenceing from the day of the date hereof (1678) and that they the Sd. Rob. Jackson & Benjamin Purchas Shall Lead all the sd. Oar from the Groves to the Smelting Milne of Woodhall within the mano[r] of Warke and County of Northumberland afore Said at their owne proper Cost & Charge Payinge & delivering from tyme to tyme to the said Sr. Francis Radclyffe or his Assignes at the Smelting Milne for Every seaven Bing Load of Oar that shall be delivered to them at the Groves according to the weight now Used in the said Mano[r] One Futher of Good and well Smelted Lead according to the Usual weight & Quantities which Sr. William Blackett & <Mrs> Bacon now Sell by before they the said Robt. Jackson and Benjamin Purchas dispose of the over plush or any part thereof:

Item the said Sr. Francis Radclyffe is to Build or otherwise find them a Smelting Milne with four Harthes & all Materialls belonging to it which they the said Robert Jackson and Benjamin Purchas are from tyme to tyme and at all tymes during the said Tearme to keepe in good & sufficient Repaire & to smelt no Oare therein but what shall be delivered by the sd. Sr. Francis or his Order. And likewise the sd Sr. Francis is to find them Chopwood during the said Tearme to be Cut and Lead at their Charge and to be set out by the sd. Sr. Francis or his Assignes in Hexhamshire Coastly westwood the Barroney of Langley or Wooley haveing free Egres and Egres in all or any of the said places giveing reasonable Sattisfaction to the Tenants thereby demmised at the Judgem[en]t of the Said Sr. Francis Provided that the Said Sr. Francis his Tenants shall have the Leading of the Said wood before others doeing it as Reasonably as others and that noe Oake Esh Elme or any other Timber wood be Cut for the said Smelting Milne without a particular order in writing under the Said Sr. Francis his hand & Seal which Chopwood they are only to make Use of for Smelting Oare at the sd. Milne and not otherwise leaveing yearly and every year Sufficent Underwood for Repairing the Tenants Hedges all which sd. Chop wood is to be cut before the Twenty fifth day of March and not to begin to Cut till the Eighteenth of October in any year during the sd. Tearme of One and Twenty yeares.

It[e]m it is agreed that if the said Sr. Francis Radclyffe during the Sd. Tearme shall have any other Lead Oar besyde Lott and Tyth within the sd. Manor of Alston Manor or any other place further distant than the Said Manor wether he Buy it or other wise they the said Robert Jackson & Benjamin Purchas are to have the Same paying for it as before mentioned Viz: for every Seaven Binge Load of Oar one futher of Good and well Smelted Lead, It[e]m it is agreed the said Robert Jackson & Benjamin Purchas at the end of the Sd. Tearm of Twenty One yeares are to have Liberty for six monthes tyme to Smelt all Such Slagg or Blacke worke at the said Milne as shall then be remaining and at the end of the Said Tearme they the said Robert Jackson and Benjamin Purchas are to leave the said Milne & all Materialls in Good & Sufficent Repaire.

Item that the Said Sr. Francis Radclyffe doth hereby give unto them the said Robert Jackson & Benjamin Purchas their Executors and Assignes all his right and Authority that he hath or shall have or his Heirs Exec[uto]rs or Assignes after him for the first Seaven years of the afore Said One and Twenty yeares the right of <pr.emption> right and Authority for them to Buy all the rest of the Said Oar gott and to be gotten within the premisses aforesaid to their own proper Use and Advantage and that the sd. Sr. Francis Radclyffe is to have the Sum of two pence per Sack for every Sack of Chopwood & to be Chopped at the prop[er] Cost & Charge of the said Robt Jackson & Benjamin Purchas or their Assignes for all the Chopwood they Use over and above all the Lott and Tyth of Lead Oare aforesaid or else two shillings six pence per Futher and to be at the Election of the said Sr. Francis. And that the sd. Sr. Francis Radclyffe doth for himself his Exec[uto]rs Adm[inistrato]rs and Assignes by these presence give Liberty & Authority to them the said Robert Jackson and Benjamin Purchas their

Exec[uto]rs and Assignes to make dams Races water Courses git [get?] and Lead stones and all other Conveniencies that may be here after Serviceable to the Carrying on of the workes & the premisses afore said and every part there of and that the sd. Sr. Francis & his Assignes will from tyme to tyme Set out and appoint Sufficent Quantities of Chopwood next ajoyning to the sd. Milne that the Milne may at noe tyme here after be Stopt or stand for want of wood for Smelting Oar into Lead. And the Said Robert Jackson & Benjamin Purchas doth by presents for themselves their Executors & Adm[inistrato]rs Agree to & with the sd. Sr. Francis Radclyffe & his Heires that they shall & will Smelt at least Three Hundred Futher every year each Futher contayning One and Twenty Hundred Weight Soe Long as the Lott and Tyth of Lead Oare will afford the like Quantitie from the first of June next ensueing the date hereof,

And the sd. Sr. Francis Radclyffe doth for himselfe his Heires Exec[uto]rs & Adm[inistrato]rs by these presents covenant and to & with the sd. Robert Jackson and Benjamin Purchas their Heirs and Assignes that for all the Lott and Tyth Oare afore sd. that is not or shall not be well washed dressed & fitted for the Oare Harthes to Smelt that they the sd. Robert Jackson & Benjamin Purchas their Heires & Assignes finding cause to wash & dress the same over againe that he the sd. Sr. Francis Radclyffe his Heirs and Assignes will pay & beare the Charge thereof or other wise pay them the Said Robert Jackson & Benjamin Purchas theyr Heires & Assignes Upon demand if they lay out & disburse the same Provided they prove & make out Such Oar not Sufficently dressed if there be a tryall at Law here after brought against the <Farmers> for breach of covenants for not washing their Oare according to their respective covenants

And it is mutually agreed by and between all the p[ar]ties to these presents that if the sd. Rob Jackson & Benjamin Purchas their Exec[uto]rs & Assignes doe at any tyme or tymes within the Space of Eighteen Monthes next after the day of the date of these presents find it more convenient for them to give over the p[er]forming of these present Articles & all the Matters and things therein contayned then the continueing the same for Twenty One yeares afore Said Robt Jackson and Benjamin Purchas their Heirs or Assignes declareing their inconveniency within the space of Eighteen monthes as afore sd. that then these p[re]sent Articles and every matter & thing therein contained whatsoever to be Utterly Voyd to all intents & purposes whatsoever

And Lastly it is agreed by & between all the p[ar]ties to these presents that no bought Oar or any other Oar belonging to the sd. Rob Jackson & Benjamin Purchas is to be Smelted at the sd. Milne but when there is not Lott & Tyth of the sd. Sr. Francis Radclyffe to Smelt, But when there is no Lott & Tyth Oar of the sd. Sr. Francis Radclyffe to Smelt that then they sd Robt. Jackson & Benjamin Purchas their Heires & Assignes is to Smelt any other Oar into Lead at free will & pleasure & to have wood in the respective premisses <... at ... pence> a Sack or two shillings six pence per Futher at the sd. Sr. Francis his Election [remaining 5- 6 words obscured]

[signed] Robert Jackson Ben Purchas

[on verso:] sealed signed and delivered in the presence of
Ephraim Selby / Mark Stokoe / <Rich> Hayles

25 Apr 1689 Francis Radcliffe to John Errington

[Note: Issuer of the lease is unstated, but Francis Radcliffe was head of the family until his death in 1696]

[on verso:] John Errington Esq the Counterpart of his Article to Erect and build houses upon the Comon att Nenthead and Blagill Within Alston moore, for the Terme of Fifty years to comence from mayday 1689: dated the 25th day of Aprill 1689 and to pay six pence p[er] Ann[um] for every house during the said Terme. [In another hand:] Alston Moor Box 2 Bundle D

These are to Authorise John Errington of Beaufront in the County of Northumberland Esqr: his heires Execut[ors] Administrators or Assignes to Errect and Build Houses upon the Common att Blagill and Nenthead within my Manno[r] of Alston moore and County of Cumberland for the workmens Lodgeings and Ease that works att the Lead mynes in Alston moore and County Aforesaid and doth hereby Grant to the said John Errington his heires and Assignes full power And Liberty to have hold and Enjoye the Said houses and Buildings which he or his Assignes have Errected or hereafter shall Errect and Build for and during the Terme off Fifty Yeares Comencing from the fifth day of may next Ensuing the date of these presents the Said John Errington his heires Executors Administrators or Assignes paying to me or my heirs Executors Administrators or Assignes yearly and Every year during the Said Terme for Every house he hath Built or shall hereafter Build att those two places Aforesaid the Summe of Sixpence p[er] Ann[um] to me or my Assignes att or Upon Every michaelmas day during the afores[aid] Terme of Fifty Yeares and the Rents and proffitt thereby Arriseing the Said John Errington his hei[res] or Assignes to Receive and take for his and theirs during the aforesaid Terme of Fifty Yeares in Wittness whereof the said parties have Interchangeably sett there hands and Seales the Twenty Fifth day of Aprill Anno Dom 1689.

John Errington [signed]

Sealed and delivered in the presence of
Fr Errington
Matt: Gill
Tho: Errington

25 Mar 1699 Edward Radcliffe to John Errington

This Indenture made the Five and twentieth day of March in the yeare of Our Lord God One thousand six hundred ninety and nine an[no] d[omini] Betweene the Right honble. Edward Earle of Derwentwater of the one part and John Errington of Beaufront in the County of Northumberland Esqr. of the other part witnesseth that the said Earle of Derwentwater for and in consideration of the yearly rent Covenante and agreemente hereinafter reserved and menconed hath demised bargained sold and to Farme lett and by these presents doth demise bargaine sell and to Farme lett unto the said John Errington

All that peece or parcel of wast ground Situate lyeing and being in Alston moore in the County of Cumberland wherein the said John Errington by the leave and consent of the said Earle of Derwentwater now laid a Foundacon for the Erection and building of a Smelting Mill for the melting and running of Lead Oare into lead and also such quantity and soe much more of the same wast ground contiguous and adjoyneing to the said Foundacon that shall not exceed Five acres in the whole same quantity and space of ground to be fenced and bounded by certaine Marks meets and meer Stones or otherwise to be fenced and Inclosed in manner and according as the said John Errington his Executors Administrators or assignes shall think proper and convenient for the distinguishing seperating and divideing of the same from the other waste and wast grounds in Alston Moore aforesaid

To have and to hold the said peece or parcell of Wast ground and the said Foundacon thereupon laid and the said Quantity or space of ground thereto contiguous and adjoining not to exceed Five acres in the whole as aforesaid unto the said John Errington his Executors Administrators or assignes for and dureing the terme of ninety nine years from henceforth next Ensueing fully to be compleat and Ended if that the said John Errington Thomas Errington Gent his Brother and Thomas Loraine of Whitfeild Leadmill in the said County of Northumberland Gent or any of them shall no longer live Yeilding and paying therefore yearly dureing the said Terme the rent of Tenn Shillings of good and lawfull money of England upon two feastes or dayes of payment in the yeare that is to say the Feasts of St. Michaell the Arch Angell and the Annunciacen of the blessed Virgin Mary by equall porcons the first payment to begin and be made upon the Feast of St. Michaell the Archangell next ensueing the date of these presents

And this Indenture further witnesseth and the said Earle of Derwentwater for the same Consideracons hath given and granted and by these presents doth give and grant unto the said John Errington his executors Administrators or assignes full and free leave license power and liberty at any time dureing the terme hereby granted To build up erect and finish the said Smelting Mill whereof the Foundacon is laid and begun for the

melting and running of Lead Oare into Lead as aforesaid And also to set build and Erect such and soe many and all other houses and buildings hovells Sheddts and erecons in and upon the hereby demised peece or parcell of ground and premises as they or any of them shall think fit proper and convenient for the Smelting and melting of lead Oare or any other Oare to be got and won in and upon any the waste wast ground or other groundes of and in Alston Moore aforesaid together with the power and liberty to cut and make gutters or watercourses for the bringing and conveying of water to the said mill and other buildings as likewise for the raiseing and making of Damms Stanks and pooles for the keeping and holding of water for the use and Convenience thereof And alsoe from time to time as Occacon shall require to Cast peates and turfes digg and win Stones and all other things in and upon the demised premises and the wast grounds thereto adjoyneing fit and usefull as well for the said Mill and for the Smelting of Oare therein as for the said other houses and erections to be set up and erected for the purposes aforesaid provided such and the said peets turfes Stones and other things to be got cast and won may not be to the prejudice or damage of the said Earle of Derwentwater his heires or assignes his or their Tenants or farmers of and in Alston moore aforesaid provided that the said John Errington his Executors or Administrators from time to time dureing the terme hereby granted shall save harmlesse and Indemnified the said Earle his heirs or assignes from and against all losse damage costs charged and executed which he they or any of them shall beare Sustaine or be put unto upon any accon Suite or protest whatsoever to be sued out or prosecuted against him them or any of them by reason thereof or by any wayes or meanes relateing thereunto

And the said John Errington for the considerations aforesaid for himselfe his heires Executors and Administrators doth Covenant and grant to and with the said Earle of Derwentwater his heirs and assignes by these presents that the said John Errington his heires Executors or Administ[rato]rs from time to time and at all times dureing the tenure hereby granted shall and will save keep harmlesse and Indemnified the said Earle his heires and assignes of and from all losse damage charges and expences which he or they shall or may bear sustaine or be put unto for or by reason of any Accon Suite or processe to be sued out or prosecuted against him or them by any person or persons whatsoever upon account of this present grant and demise of the said premisses or of the said power and liberty for the Erecting of the said Smelting mill houses and buildings thereupon or the Casting and wining of the said peets turfs and Stones or of any of them respectively or otherwise relateing to the same Demise and Libertyes or any of them respectively and also that noo lead Oare or other Oare dureing the said Terme shall be carryed or conveyed from any grove or groves whatever unto the said Smelting Mill but in pokes and upon hired horses according to the usage and Custome for carrying of Oare in Alston Moore aforesaid or in pokes and upon other hired carriages provided the said Earle of Derwentwater his heirs or assignes (after being made acquainted with the same) by note or writeing under his or their hands shall consent and agree thereunto

And further that the bookes of Accounts or Entrys of all the severall Quantities of Lead Oare to be carryed from the said John Erringtons Grove of Lead called Blagill as likewise the bookes of Accounts or Entrys of all the severall Quantities of Lead or other Oar to be delivered at the said mill shall from time to time (upon request thereof) be produced and shown unto the said Earle's Moor Master or Steward of his Mines for the time being or to any other appointed by the said Earle his heirs or assignes To Inspect the same and also that a faire Copy of each of the said Accounts for the then last and next before preceeding years shall dureing the terme hereby granted at or about the feast of the Nativity of our Lord Christ every yeare be delivered to the said Moor Master after being first sworn to by the said John Errington his Executors Administrators or Assignes or his or their proper agents Employed at the said Mill and Grove In such words or manner and before such Magistrate as shall be reasonably Required and directed by the said Earle his heires or assignes or those deputed by him or them on that behalfe

In witnesse whereof the partyes first above named to these present Indentures have Interchangeably sett their hands and seales the day and yeare first above written

J: Errington [signed]