

9 Mar 1833 William Hooper

Saturday 9th March 1833

The Tenant of Dilston Hall Farm came to me in consequence of a letter I wrote to him, respecting his arrears, and after hearing his statement I gave him till Saturday next to bring me security for payment by instalments, in addition to the regular half years rent; and if he then offered me any arrangement that I could consider satisfactory I would gladly accept it. – Obtained the Estimates for the repair of Dilston Mill Machinery, Water-Courses, and Cisterns, and gave directions for so much as is absolutely necessary for its tenancy to enable the Tenant to have it in charge and keep it in repair, the amount of which is about sixty pounds; but I fear it will be equally necessary to put new Water cisterns and troughs which will cost more than a hundred pounds more, and when I refer to the frightful expense incurred on this Mill, I quite grieve at expending so much good money.

Rode to Langley Mills and ordered 31 pieces of Lead to be sent to Newcastle to complete Messrs. Walkers' sale. Also gave directions for a cake of Silver completed, weighing 1491 Ounces, which I have arranged to forward to London.

The old and new Tenants of Woodhall Farm again came to me for the settlement of their differences, and as the former was now more tractable and humble, I at length succeeded in bringing them to an adjustment, according to their covenants; and to my great surprize Mr Pigg who had before been so very abusive to me, came and thanked me for my decision, and the trouble I had taken.

11 Mar 1833 William Hooper

Monday 11th March 1833

Mr Armstrong on behalf of Mr Tweddell applied to me for two stacks of Oats distrained at Elrington, which had been grown upon Mr Tweddell's farm, but I at once resisted this claim by stating the fact that we had lost both Cattle and Corn by its being removed to Mr T's farm, where we could not follow it; but that I would allow the Straw for the Manure of the farm according to the Custom of the Country. Had an application from Mr Beaumont's Tithe Agent for the tithe of Turnips at Westwood, and a similar application from the Vicar of Warden for the same at Elrington, both of which I promised should be attended to at the Sales.

Received the account of the Sale at Whitley Mill, and obtained possession of the same – We shall lose nearly a year's rent up to May next, but it would have been a much greater loss to delay further, and I am quite glad to have secured possession.

The Tenant of Mr Bacon Grey's Farm at Staward applied to me claiming the right to win Limestone on the Hospital's property at Deanraw without paying damage for trespass, but civilly offering to compromise if I would allow him to win stones from Langley Quarry instead. He said that Mr Bacon had always told him this right was reserved to Staward – I find that the Hospital purchased Deanraw of Mr Bacon in 1791, and I told the tenant of Staward that I would examine the covenants, and if it were so, he must have his Bond, and in that case I would allow him to go to Langley, but if there were no such covenants I must reserve the stone for the protection of the tenant of the Hospital's Lime-Kiln at Lough Farm. It is from Lough that the Lime for the Smelting Mills has hitherto been obtained, and this Kiln would be of far less value, if

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examine into the matter on the spot. The Colliery had been considered exhausted, and laid off from working for some years past, and when the Colliery farm was let on its present lease, there was no idea of any further working of Coal. About two years ago, Richley, who is a Greenwich Out Pensioner at £18 a year, applied to Mr Wailes to rent the Colliery at twenty pounds a year, and he was at once admitted tenant upon these terms, without any agreement to protect the tenant of the farm. The consequence is that Richley has set about opening all the old pits to glean what Coal he can without much expense of working, regardless of the farm tenant, who is suffering not only serious damage from trespass by the Way leave for Carts going to and fro to these pits, but in several of his fields he is obliged when he puts Cattle in to have a constant day and night watch to prevent the Cattle falling into the pits. The indigent circumstances of Richley, who had been lying several months in gaol previous to the election, and his indifferent character precluded all hope of redress from him, and the tenant of the farm was evidently suffering more damage than the rent was worth. I soon found on investigating the case that Richley made very little more than his rent by the Colliery, and that in a year or two, when he had exhausted the pickings of the old pits he would give up, and then we should inevitably lose the year's rent; while the tenant of the farm would justly press his claims for compensation and redress: and having ascertained that Mr Robinson, the tenant of the farm would pay the twenty pounds a year to have the Colliery in his own control, I told Richley that I must insist upon his immediately compensating Mr Robinson for past damages before I allowed him to work another Coal, but if he would give up quiet possession of the whole to Mr Robinson, he would forgive him the damages, and I would forgive him the rent due – he demurred a little, and I gave him twenty four hours to consider of it.

Mr Messenger the Rector of Whittonstall called on me while I was at Mr Robinson's relative to the erection of a New School-house, which the Parish stood very much in need of. About two years ago he applied to the Hospital for a part of a site of land, hoping to get some funds from the School society, but as the Admiralty refused to

grant the land in perpetuity, it was impossible to obtain a grant of money; and Mr Messenger now urged upon me to intercede with the Commissioners to build a school-house, which he would undertake to do for seventy pounds – the population is about four hundred, and sixty children attend the school. The whole of the two Townships of Newlands and Whittonstall belongs to the Hospital, which gives them a high claim to our consideration but the Hospital subscribes Fifteen pounds a year for the support of the School, and looking at the gloomy prospects of depreciation in this property, and considering the fact that for twenty years past it has been unproductive, for I believe it will be found that the expenses in that period have nearly equalled the income; while there is now one Homestead which must be immediately re-built, and which indeed has been ordered last year, upon an Estimate exceeding seven hundred pounds; while the Roads formed by the enclosure of the Commons, and completed twelve years since, have never yet been passed by the Magistrates, so that the whole liability of their repairs fall upon the Hospital, and they are now in a dangerous indictable state – it becomes therefore the duty and the interest of the Hospital to put them immediately into a state to enable the Magistrates to pass them, and this will cost at least five hundred pounds. Under these circumstances I feel it difficult to recommend the outlay for the school, tho' the Tenantry are well deserving encouragement, and need all that can be given. I suggested to Mr Messenger whether it might not meet his views if the Hospital consented to advance the Seventy pounds he required, and reduced their annual subscription to ten pounds a year till the amount was paid, but this he seemed to think could do more harm than good, as the education of many of the poor children depended wholly upon this subscription; and we ended by my promise to bring the consideration of it fully and fairly before the Commissioners, altho' I could offer but little encouragement as to the result. Proceeded to the examination of Fairle' Farm, and consented to such works as appeared to be necessary – the tenant had applied for the repair of some cottages, and an Estimate had been made of the expense, amounting to £20.14.7. to which I could by no means consent, and after examining the Cottages with Mr Taylor, I agreed to his offer, to pay him ten pounds on the Cottages being put in repair, and he undertaking to keep them free of all expense to the Hospital for ten years. A new Oven was recently put up in the Kitchen, and no use can be made of it – I promised to enquire into this. – Rode on to High Field farm and examined into the wants and wishes of the tenant, heard his many complaints, and promised what seemed necessary: From thence to Newlands' West Farm, where I entered into another Contract for the building of a Necessary and Poultry House, estimated at £20.2.2. and for which I agreed to pay him ten pounds, on the buildings being satisfactorily completed. My next examination was Sproats' farm, the tenant of which paid me his arrear of £35; and after fully examining this farm, I felt too exhausted to proceed further, and returned to Shotley for the night.

14 Mar 1833 William Hooper

Thursday 14th March 1833

Resumed my examination early this morning by visiting Newlands South Farm and Mill, and found the latter, in common with all the Mills of the Hospital I have yet seen, to be a sort of incubus, a dead weight upon the Revenue. A new Water-wheel is about to be put in, ordered last year, and estimated at £118.19.4., and there are now other necessary repairs which will cost 40 or 50 more. I inspected and minutely noted all that seemed requisite, but would decide on nothing without further enquiry and consideration. Met Mr Robinson the tenant of the Colliery Farm, and Richley who rented the Colliery, when the latter gave his assent to my terms, and immediately proceeded with Mr Robinson to give him quiet possession – I trust the Board will consider the circumstances sufficiently strong to justify this arrangement, which if not settled on the spot, would have led to greater sacrifice and inconvenience, for the tenant of the farm had a just claim on the Hospital for any damage he might sustain, in consequence of his having taken the farm when the Colliery was off work, and when there was no expectation of its being re-opened. – Mr Robinson agreed to pay £20 a year for the Colliery from May next.

My next examination was Newlands Haugh Farm, where the House and Homestead is in a dangerous and ruinous condition, but the tenants, over-rented on the one hand, and having an arrear of £200 on the other, cannot possibly undertake the leading, and the New Buildings have been delayed in consequence. I have already mentioned that the Estimate for the Buildings ordered is above £700, and this does not include any cart-shed, Hemels, or Barn, all necessary to the Homestead, and which upon the scale of the other Estimates cannot be less than three or four hundred pounds more. I feel peculiar difficulty about these tenants, for while I believe them to be honest industrious young men, who are struggling hard to pay off the arrear accumulated by their father, I can see nothing but ruin in the accumulation of difficulties – the Commissioners have consented to accept the arrears by instalments of £25 a year, but I fear their present high rent will render even this impossible, so that to incur expense in leading is hopeless and yet the Commissioners ought not to depart from this principle of the tenants leading, for many obvious reasons, and there is a striking instance at the West farm here of the evil of such departure, and yet the Fewsters must have relief – My opinion is that a House and Homestead may be planned upon a more moderate scale of expenditure, and that the tenant should rub on this year, which is the worst known for farmers in this County within the present generation, in his present ruinous habitation. Next year the Buildings should be commenced on the tenants undertaking to lead, and provided they keep up the prompt payment of growing rents, they should be forgiven so much of the arrear as will cover the expense of leading, or the whole of the arrear in the expense of leading exceeds it. In my examination of these farms, I have carefully and attentively enquired into the circumstances, prospects, and views of

the tenantry, and the condition of the farms, with reference to the petition forwarded by them to the Board through Mr Silvertop, and I do not hesitate to say that in the wretchedly depressed state of agricultural produce, the rents are more than can be kept up, and if such a state continues, reduction or ruin must ensue, but I regret to add that this fact is equally applicable to a very large proportion of the Hospital's estates in this County, and if the Commissioners yield to dimunition they must be prepared to do it very generally. The tenantry of these farms are generally speaking industrious and highly respectable, many of them born on the Estate, and I believe with only one exception, all occupied Farms in the former leases. These were taken in 1809 when rents were very high, but fortunately for the tenants the Enclosure of the Commons began in 1812, and as the Allotments were appended to the farms, they reaped the advantage of them without additional rent, and the new land assisted by a good coating of Lime Manure, became very productive for two or three courses of husbandry; enabling the farmer to keep up his rent and do well. This naturally led to a spirited competition on the new letting in 1829, and maximum rents were obtained:- the enlargement of the farms by the enclosure, required larger Homesteads, and the large expenditure of the Hospital in Buildings involved the tenants in heavy expenses for leading – this has brought on a difficulty in raising rents, and a consequent false economy in sparing expense for Lime manure, which the ground essentially requires, but which is very difficult to obtain owing to the great expense of leading as it cannot be obtained nearer than Corbridge – the want of Lime is I believe now felt in failure of Crops, and without care and judgement both tenants and Lords will materially suffer – I find that some proprietors of adjoining lands of similar character have been induced to pay for the lime, provided the tenants lead and lay on a given quantity – the stipulation for our farmers is 3 foddors of lime per Acre in the fallow quarter, but to do any real good I am told this land should have nearly treble that quantity, and it will be worthy of attention to consider how the tenants can be best encouraged to do justice to the land. I cannot but hope that the great depression of the present year is a temporary evil, occasioned by a failure, both in quantity and quality, in the crops of Northumberland, while the produce throughout England was a fair average crop; so that to the general evil of the low price of Corn, is to be added the local disadvantage of failure. A relief of ten or fifteen per cent drawback on the amount of rent paid at the ensuing rent-day, might be a seasonable, and perhaps prudential relief, but I am not prepared to defend all the consequences of such a measure, as establishing a precedent which it may be hereafter difficult to controul. It is my aim and object to give the Tenant every possible encouragement consistent with the Hospital's interests, and in ordering drains, or other improvements, I have put as much as possible under the controul of the Tenant, so that after using every precaution to prevent any one from gaining an undue advantage of us, I have tried to secure that if anything be gained, it shall be done by the tenants.

In consequence of a letter written by Mr Silvertop to these tenants, in which he states with perhaps more of kindness than discretion, that he knows the truth of all their

statements, that their rents ought to be reduced, and speaks of his interview with Lord Auckland in terms calculated to encourage their expectation of relief, they all expected me to be the harbinger of good news in announcing at least fifteen per cent reduction, so that all my efforts to encourage fell far short of their expectations, and I had but disappointed countenances to look upon. I have already mentioned the very bad state of the roads, which, owing to the neglect of their not having been passed by the magistrates, fall entirely upon the Hospital, and the tenants have never contributed even their statute labour – it is important to lose no further time in getting these roads put into such a state as will enable the magistrates to pass them, and I would invite the tenants to make proposals for repairing the whole so as to obtain the magistrates certificate by getting proposals generally we shall secure competition, and ascertain the real value of the work to be done, and upon the terms thus ascertained to be fair, I would offer to each tenant to undertake a portion of the Work, according to the size of his farm – covenanting that it is not to be paid for until the Magistrates have actually passed the roads. An arrangement of this kind would be likely to benefit all the tenants and secure the performance of the work at the cheapest rate to the Hospital, and it is by such indirect means of encouragement that we can alone hope to struggle on without positive reduction. The foot-bridge from Newlands to Ebchester across the Derwent, is in a very dangerous state of dilapidation, and the Tenants called my attention and told me it must belong to the Hospital as the Water was claimed by it, and Mr Jowett paid an acknowledgement to the Hospital for the use of the Water; but it appears to me that acknowledgement is for forming the Mill-dam on the Hospital lands, and I much doubt if the Bridge belongs to the Township, but I will endeavour to ascertain.

The inspection of Newlands Town Farm completed my examination of these Estates and I proceeded in the evening to Newcastle to settle some business with Mr Fenwick, and the Bank and to meet Mr Taylor & Mr Leadbitter relative to the sale of Wark.

15 Mar 1833 William Hooper

Friday 15th March 1833

Had a long conference with Mr Fenwick, and read over and instructed him relative to the several matters of agreement entered into with the Hudgill Company, to enable him to prepare a Lease, which Mr Fenwick assured me was the only satisfactory instrument – I had wished to have confined it to an Agreement Stamp, but this could not be done, for as it contained a demise of premises, an agreement to be binding must have an ad-valorein stamp, which could make it as expensive as a Lease.

On settling my accounts at the Bank, I ordered £1000 to be paid into the Bank of England on the 23rd Instant. In my Journal of the 15th of February I stated the result of my interview with Mr Leadbitter relative to the sale of the Manor of Wark, and the

proposal I made for including the Bellingham tolls, and the Close at Wark. A few days afterwards I received a letter from Mr Leadbitter, saying that Mr Taylor was desirous of seeing me whenever I would afford him an opportunity, and desiring to know when I should be again at Newcastle. To this I replied that I was ready to see Mr Taylor at anytime, but that I had no expectation of visiting Newcastle for some time. There the matter rested till a few days since when I found my duties could lead me to Newcastle as on this day, and I wrote to Mr Leadbitter accordingly.

On going to my appointment I found Mr Taylor and Mr Leadbitter together, when the latter said that the object for which they desired to see me related to the Bellingham tolls – He regretted that it had wholly escaped his memory in our last conference, but when he communicated to Mr Taylor the purport of that conference, Mr T. reminded him that Mr Wailes had specifically included these tolls in his offer, and on referring to his day-book for the 12th of Novr. Last, he found an entry in these words ‘Attending with Mr Wailes this day, when he stated that he omitted in the particulars of the Barony of Wark to insert Bellingham Fair and the tolls arising therefrom, and conferring with him thereon.’ This book he immediately shewed me, the entry was clear, legible, and too regular to be doubted for an instant, and I could only request a copy to submit to the Commissioners, and take their pleasure upon it. The extraordinary conduct of Mr Wailes, first in volunteering these tolls to the Duke without alluding to them in any way in his correspondence with the Hospital, and secondly when I spoke to him about them, and read over to him the draft agreement in which they were reserved, not to mention his having included therein, can only be accounted for by that impaired intellect under which he appears to have suffered. I called on him immediately on leaving Mr Leadbitter’s and found he had a perfect recollection of having offered them and excused his not mentioning them to the Hospital as they were unprofitable and worthless, but I observed that might have been a good argument for not buying them, but none for giving them away. However, it is to little purpose to dwell upon the subject, I enclose the Extract from Mr Leadbitter’s Day-book, and I presume the Board will instruct me to surrender the claim to them.

In the evening returned to Haydon Bridge.

16 Mar 1833 William Hooper

Saturday 16th March 1833

Engaged the whole day in writing and answering letters which had accumulated in my absence. The Tenant of Dilston Hall Farm came to me to say that he had considered over his means, and that I would consent to receive his arrear by instalments of £40 a year, payable at Christmas, he should be able to go on, and pay his growing rents, and after hearing his plans, I told him that if his Brother-in-law, who is a substantial man,

would join him in a bill to pay £42 in December, £40 in December 1834, and the remaining £40 in December 1835, and if he would undertake the prompt payment of growing rents, I would accede to these terms. Received from Mr Ruddock the Minutes of the Hexham Road Trustees, deferring the consideration of my letter to their next meeting on the 12th of April, and in the mean time ordering the fences to be measured, and the compensation to Tenants re-valued – the delay is both illiberal and unjust but I see no remedy, but to wait their decision..

18 Mar 1833 William Hooper

Monday 18th March 1833

Received an application from Mr Crawhall, on behalf of Maltley & Co. for Slag Lead, requesting I would make them an offer. The quantity of Lead which the Hospital will possess when the whole of the Ores are smelted, may be roughly estimated at 3000 pieces of Refined, 650 pieces of Common, 250 pieces of Refined Slag, and 170 pieces of common Slag. I had hoped to have prevailed on the Hudgill Company to have taken it, but this I cannot do; yet I still wish to sell in one lot to some substantial House, rather than incur the risk of the Market, and I wrote to Mr Crawhall inviting an offer for the whole, and I took the same opportunity of writing to other parties to the same effect.

Received several applications for renting the Colliery, and I furnished each party with the terms and conditions on which I desired to receive proposals – Mr Fenwick the Coal-Viewer is to meet me here on Wednesday, that I may have his advice and assistance as to the restrictions necessary in working, and in order that I may have clear information as to how the Hospital really stands with Mr Beaumont, in reference to a lease of Low Stubblick Colliery, which was to have been taken two years ago, but in which as it appears to me, the want of arrangement then leaves us now free, & better without it. Saw several of the Tenants respecting the difficulty of paying their rents, and praying for some reduction, to all which I gave as much kindness and courtesy as I could possibly mix up with refusal.

19 Mar 1833 William Hooper

Tuesday 19th March 1833

In my Journal of the 5th of January last, I mentioned that Mr Wailes claimed Office rent at the rate of £32 a year, until May 1834; and his plea was that he had taken a Lease of the premises, and could not surrender until then. A short time afterwards, however, some circumstances came to my knowledge which led me not to feel justified in paying this amount. The situation in which Mr Wailes stands with the Hospital made me feel

much delicacy in disputing his claim, but I could not compromise my duty, and I frankly told Mr Wailes what I felt about it. He was by no means disposed however to yield, and a somewhat unpleasant discussion with him, and afterwards with his son the Lawyer, resulted from it but as my motives were strong, and I am sure just, in first questioning it, so I refused to give way without first laying all the facts of the case before the Board, and I definitively told him that if he would be satisfied with £20 a year, I would pay him up to May 1834, without further question, but otherwise I would do nothing until I had taken the pleasure of the Board. I have to-day a letter from him, acceding to these terms, and I am glad to leave the matter without further comment.

Wrote to Mr Martin requesting him to sell the old presses for whatever he can get, they are quite useless and not worth above four or five pounds.

20 Mar 1833 William Hooper

Wednesday March 20th 1833

Mr Hunt the New Bailiff joined me this morning, and I proceeded to arrange with him for the inspection of the Property, and furnished him with such information and particulars as he required to guide him.

Had a long interview and discussion with Mr Fenwick the Coal Viewer relative to the Colliery, in which I stated the wishes of the Board as to the mode of letting etc., and obtained from him the general practice as to the valuation of Machinery etc., etc., when he proceeded to inspect the Colliery in order to make me a report. Mr Burnett, a Millwright called on me respecting some portions of a Water-wheel which he had some time since prepared for Langley Mills, and which he had now ready at Newcastle, and also a Wheel prepared for Nun-stones Copper Vein – I explained to him my views and intentions on the subject, and I am to hear further from him.

Messrs. Wilson and Lee called on me, and consented to take the fume of the Chimnies etc. at a valuation, which I had much wished them to do, but which they before declined. We also had some discussion about the Cottages and Ground, and ended by my promise of making them the first offer of those which properly belong to the Mills, tho' I told them I should expect some advance of rent. I urged upon Mr Wilson again to take one stock of Lead, but his price was insufficient.

The Tenant of Elrington East Farm came to me with his brother, and consented to give up possession at May, if I would let the farm for one year to his Brother, who is also tenant of the adjoining farm. As Mr Thos. Lambert is a Man of property, if he will give me a fair rent, and price for the way-going crop, it will be the best arrangement I can make, and I have directed Mr Hunt to inspect closely the state of the farm, and see

what requires to be sown etc. and when I have his opinions as to the value, I shall be in a better condition to negotiate.

21 Mar 1833 William Hooper

Thursday 21st March 1833

Rode with Mr Hunt to the Mills and Colliery to inspect the small farms, and ascertain their present occupations with a view to dividing them between the Lessees of the Mills and of the Colliery; and afterwards rode to Langley Castle, and the Deanraw farms to examine into the improvements etc. required.

Had another long conference with Mr Fenwick relative to the Colliery, and obtained full information relative to letting etc., and am to obtain his written report after he has seen Mr Beaumont's Agent and Coal Viewer, relative to the Lease of Low Stubblick.

22 Mar 1833 William Hooper

Friday March 22nd 1833

Mr Hunt wishing to go to Newcastle on private business, I arranged with him to inspect Throckley farms, and instructed him as to the circumstances and conditions under which he might order certain works which had been applied for by the Tenantry.

Entered into an agreement with Mr Lownds to sell him the whole of our stock of Lead, and to deliver the same to him at Newcastle before the 12th of May next, for which he is to pay Thirteen pounds per Fodder for Refined Lead, and twelve pounds per Fodder for all the other sorts – the whole to be paid for on the 1st of December next. I offered at these terms to the Hudgill company, with credit to the end of December, but Mr Wilson would not give it me; and considering the responsibility of the party I consider this a very satisfactory bargain.

23 Mar 1833 William Hooper

Saturday March 23rd 1833

Received applications from Messrs. Jonathan & Jacob Walton, and from Messrs. Elstob & Co. for grants of Mining Leases, but praying they might not be put to the heavy expense of Leases, referred to the Moormaster for his report as to the extent of ground,

and the number of Men to be employed, before submitting it to the Board. Mr Taylor, one of the partners of the Gallygill Syke Company, applied to me requesting I would not grant leave of trial on some ground which had been applied for by that company's Agent, on the ground that it was connected with the matter in dispute between them and the Hudgill Company. This dispute is now in the Court of Chancery, and the decision of that Court will settle it, but if the allegation in the Bill be true, that the Ore abstracted from the Ground under Lease to the Hudgill Burn Company, is neither from the Gallygill Syke North Vein, nor from a branch or string of that vein, nor from any vein connected with it, but from a distinct vein discovered in the Hudgill Burn ground, and connected by fictitious workings, then there would appear to me to have been an extraordinary combination of fraud and negligence in the whole transaction, but I am prejudging the case.

Mr Hodgson, who has taken the House at Lowbyer, discovers there is great want of a convenient privy, and proposes to lead the materials if the Hospital will build, or to the undertake the whole if I will allow him £4 from his first year's rent, but I wrote to him to remind him that I had frankly told him that my reasons for accepting him as tenant at so low a rent was the expectation that he would improve the House and make it more convenient; and that upon the face of an agreement that the rent should be free of all expenses, I could not comply with his request without injustice to my employers. Mr Dickenson of Love-lady-shield who seems determined to maintain his claim to interest upon the purchase-money of his land on which the Receiving House is built, wrote me another long letter in justification of his claim; but as it is important to get this matter settled, I wrote to Mr Dickenson the Moormaster, to send me the Instructions and orders he received respecting these purchases, the reports he had made, and when, how, and by whom the agreements for purchase were concluded; for there is great neglect somewhere, and I will not consent to pay a shilling of this claim until I trace it out.

Mr Dickenson informs me that the Select Vestry of Alston have expressed their willingness to undertake the management of the Crow-Coal Collieries in the way I proposed, and that they are of opinion it will prove beneficial to the Parish, and in supplying the poor with Coals.

25 Mar 1833 William Hooper

Monday 25th March 1833

Messrs. Hunter and Soppitt, two of the Newlands and Whittonstall tenants came to me, with proposals for putting the roads in passable condition, they had examined and measured the whole of the roads, and found the quantity to be 1884 roods, and to make

the roads at all decent, each rood will require four foddors of stones, and their Estimate is, for

Winning & breaking the stones 4s/per rood	376.16.0
Leading the Stones 3/6 per rood	329.14.0
Opening Gutters, laying Conduits etc. 6d a rood	47. 2.0
In all	£753.12.0

and the whole Township had agreed to join in an undertaking to complete the work upon this Estimate.

I told them that before I could recommend the measure to the consideration of the Commissioners I must satisfy myself of two facts; first, that the proposal was on fair and moderate terms; and, secondly, that this would effectually secure the passing of the Roads. – Upon the first question they entertained no fears, they were satisfied I could get no proposals to do them cheaper, but as to the second, they entertained doubts if the roads were made of sufficient breadth to enable the Magistrates to pass them, and to widen them would cost a thousand pounds more!!! – If this be true, the conduct of the Commissioners appointed to effect this enclosure must exceed in negligence, or something worse, all that I have yet had to deal with here – but the Tenants said that if they once took the roads into their hands, and commenced working statute labour upon them, the act of doing so, would as effectually relieve the Hospital of all further liability, as if they were passed by the Magistrates; and this they would undertake to do. The advantage to which they looked from having the work placed in their hands, was the employment of their Horses in the interval of leisure from their farms, and for this purpose they wished an early decision. I told them, I would lose no time in getting such information as might enable me to bring the matter under the Board's consideration, but as the Estimate was full two hundred and fifty pounds more than I had anticipated, and as the doubt about the width of the roads, might materially alter my views upon the subject, I felt by no means sure that could recommend the measure. I considered it prudent to exercise this caution, altho' I am satisfied that whatever the extent of evil may be, delay will only increase it, and I shall lose no time in making myself fully acquainted with the law of the case, and what may be the most adviseable way of securing the Hospital's interests.

Mr Stott of Buteland came to me to claim the Hospital's protection against Mr Spencer who is now threatening him with law proceedings relative to his tillage land, and Away-going crop – the trouble I have had with these parties is more than I can describe, both are in fault, but Mr Spencer's aim from beginning to end has been to gain advantage of Stott, and throw him upon the Hospital for remuneration; but as yet he has gained nothing of me, and I will try hard that he shall not. Some Mill-Machinery in Broomhope Mill, which Stott put up, but which is usually held as Lord's

property, I expect to have to pay for, as Mr Spencer will urge that he bought it with the property, and I suppose in equity his right must be admitted, but upon all other points I consider we have no liability, and fortunately the Machinery is not very expensive.

Mr Nicholson the late Tenant of the Crow-Coal Collieries called on me in consequence of my application for the last years rent, and alleged that he did not consider himself liable, as he had made nothing of the Collieries in that year, and had applied the year previous for a reduction of rent. I told him that I could not admit his plea, but as he had made application for reduction of rent the year previous, without receiving any answer, I would consent on his bringing me five pounds before the 1st of May next, to give him an acquittance for the seven due to the Hospital – I consider this my best chance of getting anything.

Mr Lambert of Elrington Hall Farm made me an offer of £335 for Elrington East Farm for one year, including the Away going crop of the present tenant. Mr Hunt's valuation of the latter, after deducting the expense of seeds, labour, tythe, etc. is £102, which is forty or fifty pounds less than expected, but even this reduces his offer from the farm to £233, the present rent being £410. – It is true that the farm is so run out, by the tenant having taken two and three white crops in succession that it will require some years of improvement to bring it back to its value, but this offer is out of all reason, and much as I wish to negotiate with Mr Lambert, in order to secure quiet surrender and possession, I can never yield to these terms. I told him that if he would give me £300 for the one years' tenancy of the farm, and £102 for the present year's crop, I would let it to him, subject to the approbation of the Board, but on no lower terms.

The Duke of Northumberland's Cashier having applied to me for the Quit-rents etc. due at Michaelmas last, I sent him a cheque and receipt, deducting 10/- for a rent due from the Duke to the Hospital, for a House in the Manor of Wark, at May-day next.

I also arranged to pay the Fee-farm rents due to Mr Beaumont.

Entered into an agreement with Mr Robert Smith of Spring House in Hexhamshire District, to let to him Whitley Mill & Ground for one year at sixty pounds, on the condition of his not ploughing out any land beyond the four acres now in tillage, and to crop and cultivate that according to the usual four course shift; and to give up quiet possession at the end of the year without further notice to do so – the agreement to be subject to the Board's approbation.

Mr Hunt was engaged in the morning in a revaluation of the crop in Elrington East Farm; and I afterwards sent him to arrange with some of the tenants in the immediate neighbourhood for proceeding with such draining as I had consented to, and which it is necessary to do at this season.

Had long interviews and explanations with parties desirous of taking the Colliery, and I hope to get satisfactory proposals, immediately after I can state the defined restrictive regulations, for which I am waiting Mr Fenwicks report.

Mr Pringle the Tenant of Scremerston Borewell farm called on me to ascertain if I intended to take any steps for the settlement of the matters in dispute between him and the Colliery Lessees, when I told him that he would find my letter on his return, fixing the Friday previous to the rent-day for meeting him and Mr Johnson together, and I briefly told him the course it was my intention to pursue. He seemed to acquiesce tolerably well, but both parties are of that fiery composition that I almost despair of succeeding in bringing them to reason upon disputes of eight years standing.

26 Mar 1833 William Hooper

Tuesday 26th March 1833

Entered into an Agreement, subject to the Board's approbation, with the present tenant of Allerwash Town Farm, to let it to him for one year from the 12th of May next for Five hundred and ten pounds, reserving one acre of Ground which lies between the two fields now attached to Allerwash Mill, and which it is desirable to connect with them. As this little close is now in tillage, and Robson will have his way-going crop from it, the Miller will reap little advantage this year, and I fear he must surrender it before another year from its being over-rented, but if not, I should recommend that no additional rent be required in consideration, for it will be well for the Hospital if he can stagger on as it is. A reference to the Plan of Allerwash Town Farm will shew the position of this close, which is called West Mill side, the two pieces of ground marked 'C Nicholson' being the Mill lands, which, since the Plans were made, has unfortunately been purchased by the Hospital.

Mr Stephenson of Throckley South Farm came to me with the plans and Estimates for the proposed embankment, which had been made, at the consent of all parties, in consequence of my suggestion – the Engineer employed is considered a skilful and clever man, and he advises an extension of the plan, by continuing the embankment for another mile, and forming two jetties, on points to break the water, the more effectively to guard against accident, and affording protection to the lands of Mr Bates, and to an additional twenty acres belonging to the Duke of Northumberland.

The plan is magnificent, and satisfactory, but the estimate is £960!! – Nearly £300 is for jetties to prevent the further washing away of the lands belonging to Mr Clayton, and the Duke of Northumberland, and these two only will be benefitted in this part of the expense; but it is observed by the Architect, and with much apparent reason, that

unless the banks of this property be secured by such means, there would be danger of their being so washed and broken away, that in a few years the river would reach the embankment, and destroy the whole. This fact was evident to me, when I inspected the ground on the 30th of January last, and I then told Mr Stephenson that unless Mr Clayton engaged to slope his banks, it would be useless to commence the undertaking. Five minutes inspection of the plan satisfied me that Mr Bates would never consent to throw the expense of these jetties upon the whole, for as his proportion of land is double that of any other proprietor, so the effect upon him would be more serious. – I felt safe therefore in telling Mr Stephenson, that if Mr Bates consented to bear his proportion of the whole, I would offer no obstacle in submitting the measure to the Board, but as I apprehended he would not do so, my advice to Mr Stephenson was to see if Mr Clayton and the Duke of Northumberland would subscribe two hundred pounds for the jetties, and then take their share of the remaining expense – upon such an arrangement Mr Bates might be likely to consent, and I had no doubt but that then the Commissioners of Greenwich Hospital would also.

Mr Thos. Lambert of Elrington Hall Farm at length consented to my terms for one year's tenancy of Elrington East Farm, and he signed an Agreement, subject to the Board's approbation. It was quite a relief to me to get this matter settled for I apprehended much trouble in securing a better tenancy – I have now only Westwood to recover from the present tenant, and if I can get possession of it, and re let for one year only, I shall be quite smooth again in these matters.

Received from Mr Bainbridge the Assignment and surrender of the land obtained from Mr Thos. Dickenson, with his account for drawing up the same, £3.9.7, and I immediately settled for both law and land. Mr Dickenson's report gives me no further information respecting the negotiations for the receiving-houses, and I can only infer from it that all who had to do with it neglected their duty; and I wrote to Mr Joseph Dickenson to say that if he would satisfy me as to when he furnished our Agents with an Abstract of Title, I would consider his claim to interest as chargeable to the neglect of the Agent who received it, but otherwise he must admit the neglect to be his own. Mr Hunt was engaged the whole of this day in visiting the farms to the Eastward on the North side of the River, and arranging with the tenantry for proceeding with some drains and railing I had consented to.

27 Mar 1833 William Hooper

Wednesday March 27th 1833

Mr Dixon of Keswick came to me to settle his accounts, he having obtained the arrears due from the Keswick Property, with the Exception of £64.12.6 due from Hy Stoddart, and £5.10.0 from Jno. Dobson, which sums he cannot yet recover but thinks the latter

sum may be obtained in a short time, and perhaps something from the former, altho his great poverty renders it doubtful – from Mr Dixon's statement it would be utterly useless to pursue measures for its recovery.

Mr Dixon submitted his claim for consideration after eighteen years service, in consequence of his not being employed by Mr Marshall as Land Bailiff, but merely to superintend the Woods at a Salary of £40 a year, and for the first time, I now discovered that under the Hospital Mr Dixon had enjoyed a Salary of £71 a year, £21 of which had always been charged to the Castlerigg and Derwentwater Estate, so that it never appeared under the head of Salaries. Mr Dixon had taken some trouble in collecting up the arrears, and he satisfied me that it had engaged much of his time to do so – I told him therefore that all I could feel authorized to do, was to admit his claim to one years' gratuity from his discharge in September, and to deduct from that the amount he received from Mr Marshall for the year, and the quarter he had been already paid, which would leave a Balance of £13.5.0, and this I would allow him to take credit for in his account. He then explained that he had not been paid up to the 31st of December, but only to the 22nd of November, and referred back to 1821 when the alteration in the date of his receipts took place, without his being paid for the interval. Mr Dickenson vouched for the truth of this statement, and said Mr Dixon's claim was perfectly just, so that I felt bound to admit and allow it. Mr Dixon then urged his claim for some expenses incurred in the alteration of his dwelling house, and for much extra labour last year in consequence of the enfranchisements, and the sale of the Estate, but upon these points I told him I had no authority, and could only submit his claim to the Board, which I will do when he sends me his statement; and upon this, I finally closed the account with Mr Dixon.

The only property belonging to the Hospital at Keswick is the Weights and Measures used at the Toll-house, and I wrote a letter to Mr Dixon for him to send to Mr Marshall, requesting he would purchase them, at a fair valuation, which I considered to be fourteen or fifteen pounds.

I was enabled today to make up the accounts of the Sale etc. at Elrington East Farm, and find that the total loss, including the rent up to May next, will be about £445 – I hope the loss at Westwood will not be so formidable, if I can make terms, but I am yet in doubt if I shall get that farm, so as to secure any benefit from the Away-going Crop, which is more valuable in this <Corn> farm. Mr Hunt was engaged this day in an examination of it, to ascertain what spring seeds remain to be sown, and the general state of the tillage land to enable him to value the present years' crop, but the unfavourable state of the weather prevented his completing it.

Received an acknowledgement from Messrs. Makepeace of the arrival of the Plate of Silver, and drew a Bill on them at forty days for the amount.

Mr Walton to whom I had applied for the payment of a bill for Wood, wrote to me to fix Tuesday the 9th of April for settling it.

28 Mar 1833 William Hooper

Thursday 28th March 1833

I dispatched Mr Hunt in the morning to complete his survey of Westwood Farm, and to inspect the draining etc. in several of the adjoining farms.

Received of Mr Bainbridge £60 as the second monthly instalment from the Alston Trustees.

Rode to Hexham and transacted business with the Bankers there, after which I examined some premises which had been offered me, but they proved totally unsuited to us.

Mr Todd the tenant of East Brokenheugh paid me Eighty pounds to complete his promised instalment of £100 before the 31st of March.

I am still delayed, and now made anxious, by not receiving Mr Fenwick the Coal-viewer's report upon Stubblick Colliery, and upon the actual state of agreement with Mr Beaumont as to the Lease of Low Stubblick Colliery. I ought to have had this two or three days ago, instead of which I have only a letter from Mr Fenwick to say that Mr Beaumont's Agents seem disposed to require the conditions of the Lease to be fulfilled on the part of the Hospital, but that I shall receive his report and their decision in a day or two. – I should certainly prefer having nothing to do with it, tho' with care I believe the Lease would be worth as much as it will cost us, notwithstanding the loss of the three first years of the low rent.

Wrote to the Board on the subject of the Newlands and Whittonstall Roads, and suggesting the propriety of obtaining a legal opinion as to the measures necessary to throw the liability of the repair of the Roads upon the Townships. Sent to the Board the Deed of Surrender received of Mr Bainbridge, and also forwarded the Agreements for Allerwash Town Farm, Elrington East Farm, and Whitley Mill, for the Board's sanction.

29 Mar 1833 William Hooper

Friday 29th March 1833

Having received Mr Hunt's valuation of the Away going Crop at Westwood, if taken in its present state, I sent for Mr Cowing, and after some discussion he consented to sign an undertaking to surrender quiet possession in May, and to abandon all claim to the Away going Crop, on my agreeing to place Three hundred pounds to his credit, in liquidation of his arrears – this may be £50 more than I shall get for it, but it leaves me free power to negotiate with any parties that offer, and as there is little or no chance of getting the balance of arrears, it is of no consequence compared with securing a tenancy for the farm.

Mr Weatherly, to whom I had written, requesting him to meet me at Berwick, on the 12th of April, and to inform me, if there were any matters claiming my attention there, beyond the disputes of Johnson and Pringle, and the Pier Railway, tells me that Messrs. Hogarth and Thompson have also disputes with Mr Johnson as to the price charged them for Coal for burning Lime, and I find this has been matter

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Commissioners, particularly one stating that the Hudgill Burn Company declared themselves willing to submit to Arbitration, provided the whole matter in dispute were submitted to the Arbitrators – whereas it was unconditionally stated to the Board that they would not arbitrate. – Again, the claim upon which the Hudgill burn Company grounded their right to a Lease of the 4th Sun Vein, was distinctly stated to the Board to be upon the terms on which they held their General Grant, and the promise made them by the Receivers when a renewal of that grant was refused: And the principle upon which the Board hesitated to grant a Lease was, that their application for it was not made until long after the General Grant had expired; and that in fact they had not discovered it until long after; whereas the Gallygill Co. had made a prior discovery and a prior application. – But in the Bill it is alleged, that the discovery of this 4th Sun Vein was made in consequence of a new grant made to them in 1829, by the Receivers and Mr Taylor at Lowbyer, upon the express stipulation that a Lease should be granted of any Veins they discovered – Of this new Grant, the Board never heard until now. – as regards the result of the Bill, I have no fears, for I am quite sure that the position of neutrality which the Board has maintained throughout will keep the Commissioners harmless, but my annoyance and vexation arises from the legal expenses of answering these allegations, which, from the bulk of the Bill, assume a formidable appearance. Before I can furnish correct answers to several of the allegations, it will be necessary for me to visit Alston, and this I fear I shall not be able to do until the first week in May, when I have arranged to settle up the purchased Ore accounts, and to receive the second half of the twenty penny fines payable this year.

30 Mar 1833 William Hooper

Saturday 30th March 1833

Rode to Westwood to see Mrs Cowing, and complete the negotiation with her for obtaining possession of the farm in May, with power to sell the Away-going Crop, and having done this I dispatched Mr Hunt to see some parties who had expressed a desire to take the farm for a year, to invite them to make proposals. I then rode to see a House at the village of Anick about a mile from Hexham, which I thought might serve as a temporary residence for the Receiver, but it proved so very small that I must hesitate about taking it even for one year; tho' I feel now very anxious that the Receivers' residence should be determined, in order to settle the Establishment at Hexham.

Transacted business at the Bank on my way through Hexham.

The tenant of Woodhall Mill paid me his arrear of rent.

Had another visit from Teasdale the Tenant of Dilston Hall Farm, who still fails in bringing me any security, and I am very apprehensive we shall have trouble with this case.

I am made quite uncomfortable at the delay respecting the Lease of Low Stubblick Colliery, not having yet heard further from Mr Fenwick on the subject, or obtained Mr F's report as to the conditions upon which we should let the Colliery.

1 Apr 1833 William Hooper

Monday 1st April 1833

Mr Benson of Fallowfield came to me to pay the first instalment upon the Bill he gave me for his Son's arrear upon Dilston New Town South Farm, and I settled with him all the outstanding claims he had against the Hospital.

I dispatched Mr Hunt to inspect the draining required at the several farms at Dilston, and to order such to be proceeded with as I pointed out to him, if he found it could not be delayed without prejudice to the Tenants.

Had negotiations with several parties relative to Westwood Farm, and finally closed with Mr Snowball of Wharmley, subject to the Board's approbation, for one year's tenancy and the present year's crop, on his paying £200 for the Crop, and £280 for the farm – this is £60 more than I could get offered elsewhere, with the certainty of prompt payment, and I was glad to get it off my hands upon these terms.

Wrote a private letter to Mr Crawhall expressing my regret that notwithstanding the prompt manner in which the Committee of Directors of the Railway Company met my wishes respecting compensating the Hospital's tenantry, nothing had yet been done towards assessing the amount of damages, and the May rent-day was now fast approaching. I urged upon him his attention the necessity of this matter being immediately settled, for the satisfaction of all parties, and for securing a good understanding between the Hospital and the Company.

Wrote to the Bankers advising them of a Bill due this day, and also of two others due on the 6th and 11th respectively.

2 Apr 1833 William Hooper

Tuesday April 2nd 1833

Hearing nothing of Mr Fenwick as to the regulations of letting the Colliery, and feeling the great importance of no longer delaying, I sent for Mr Bell, and entered into a full explanation of the workings of the several seams of Coal, so as to inform myself thoroughly as to what regulations, etc. the Hospital's interests would require, and particularly as to the Lease of Low Stubblick which it is evident enough we must be bound to, and my anxiety therefore is to prevent the Hospital from suffering loss by it. With this view I worked hard at it, and before Midnight I had the terms for letting the Colliery fairly drawn up, and in a manner which seems so satisfactory to me, that I quite regret having employed Mr Fenwick at all, from whom I have derived not the slightest advantage whatever. And yet I feel it necessary that he should meet me at Scremerston, to settle the disputes there, and I will hope that he may on that occasion prove more useful.

Sent a plate of Silver, weighing 662 ounces to Newcastle, to be disposed of to Mr Walton, or in the event of his declining to have it, to be forwarded to London.

3 Apr 1833 William Hooper

Wednesday 3rd April 1833

Engaged the whole of this day in explanation with the several parties desirous of treating for the Colliery, to enable them fully and clearly to understand the regulations under which it is to be let.

Mr Hunt was engaged in inspecting into the draining required at Corbridge & Newton Hall Property.

4 Apr 1833 William Hooper

Thursday 4th April 1833

Received a letter from Mr Fenwick expressing his regret at having been delayed in making his report, and stating his intention of bringing it to me on Monday next! – My first impulse was to write to Mr Fenwick, and tell him I would dispense with both him, and his report, but on a little consideration it seemed more prudent to let him come, that in the event of there being anything in his regulations that I may not have provided against, I might at once have the opportunity of understanding its full value, and acting accordingly. Monday is the day on which I have fixed for opening the proposals, and reporting upon them to the Board, so that if any alteration should be necessary I shall have time to make it.

Received a letter from Mr Crawhall assuring me that he would lose no time in urging upon Mr Johnson to assess the damages of our tenantry for the ground taken by the Railway.

Mr Lownds having informed me that he was ready to receive the Refined Lead, I gave directions for dispatching the Carriers therewith, ordering the distribution so as to give each of the Tenants a just proportion if they desired it.

Mr Hunt was engaged this day in the inspection of the Farms in Hexhamshire District. A very severe attack of Cough has prevented me accompanying him for the last week, and indeed I have otherwise had much to engage my attention tho' I should have wished to have inspected Corbridge and the Hexhamshire farms, which I have not yet been able to visit.

I had again to answer many inquiries respecting the Colliery, which is a great object of interest here, and which I hope will let well.

6 Apr 1833 William Hooper

Saturday April 6th 1833

Received an application from Mr Brandling for his Quarter's Pension, which I answered by requesting him to furnish me with the receipt, and I would remit him the amount.

Received several proposals for renting the Colliery, upon the terms I had advertised, but I determined on not breaking the seals of any until I had seen Mr Fenwick, and read his report, that in the event of my deeming any alterations necessary, I might be enabled to return the sealed tenders, and give the parties the option of re-considering their offer.

Mr Hunt was engaged in inspecting the farms West of Langley, and I arranged with him to proceed on Monday on a week's leave which I promised he should have to settle his private affairs, as it would be the least inconvenient to spare him during my inspection of the Northern District.

8 Apr 1833 William Hooper

Monday 8th April 1833

Mr Fenwick having come to me according to appointment, and brought me his report, and the conditions on which he would recommend the letting of the Colliery, I was glad to find that I had in every essential point protected the interests of the Hospital, and in a manner more satisfactory to my own mind than is proposed by Mr Fenwick – I therefore desired Mr F. to read over the terms I had promulgated, and tell me if he considered any part objectionable, which he did, and reported them to be satisfactory – one or two minor precautions suggested by Mr F. I shall take care of in covenanting with the accepted party.

I then proceeded to my private room, opened the tenders, and wrote and sealed my report to the Board, before I would allow myself to be disturbed by anyone, for my anxious wish is to satisfy every individual interested in these proposals that full and impartial justice is done to him.

9 Apr 1833 William Hooper

Tuesday 9th April 1833

Engaged the whole of this day in examining papers and reports necessary to take with me to the Northward, and informing myself more particularly of the matters requiring my attention in that District.

Mr Walton came according to his appointment, and paid me £225.6. for Wood sold to him for Mr Beaumont.

Received a plate of Silver from the Mills weighting 1341 ounces, and immediately forwarded the same to Messrs Geo. Yonge and Son London.

10 Apr 1833 William Hooper

Wednesday April 10th 1833

Proceeded to Newcastle, and on my arrival there settled my accounts at the Bank, and ordered £3000 to be paid into the Bank of England on the 27th of April. Saw Mr Fenwick, and had a long conference with him relative to the state of the Roads inclosed at Newlands and Whittonstall, and as to the mode best to be pursued for the protection of the Hospital's interests.

Saw Mr Leadbitter relative to the agreement for the Manor of Wark, and told him that altho' the Bellingham Tolls were never intended by the Commissioners of Greenwich Hospital to be included in what I was instructed to offer to the Duke for £14000, yet after seeing Mr Leadbitter's minute recording Mr Wailes having mentioned these tolls as part of the purchase, the Commissioners will not make the matter a stumbling block to the Agreement, if other matters are adjusted, and I requested the Duke's early answer respecting the Close, for which the Commissioners expected £336; observing that, if not included in the Duke's purchase, it would be enfranchised from all Manorial rights, according to the reservations made in the agreement.

Met Mr Martin and Mr Rewcastle in the evening to arrange with them for the removal of the remaining papers etc. at Newcastle, and for the weighing of the Lead now sending down to Mr Lownds etc.

12 Apr 1833 William Hooper

Friday April 12th 1833

Visited the several farms etc. at Scremerston. Mr Thomson of the Town & Moor Farms wished some repairs to a Cottage, and also to lead water from the pump to a trough placed in a convenient situation for Cattle to drink – He is also very desirous to have a Hen-house built. He had a long unsettled account for Draining, amounting to £115.1.0, which is now all completed, and he will require no more for the residue of his Lease – Looking at the magnitude and excellent state of his farms, and the amount of his rent, it was impossible to cavil at any part of this outlay; and being satisfied of the draining being all well and properly executed, I promised to settle the draining-account, and to take the other matters into consideration when he had ascertained the expense necessary to do them. Mr Thomson had a long disputed account with the Lessees of

the Colliery as to the price to be paid for Lime Kiln Coals, and I appointed to meet him and Major Johnson with Mr Fenwick, at eleven the next morning at Berwick to endeavour to adjust it.

Mr Hogarth of Inland Pasture Farm expressed his regret that he had not been able to send me the arrear of £255.10.0, nor could he pay it to me on this occasion, owing to a severe loss he had sustained by the failure of his Brother, but that I might depend on receiving it in July next, if I would now be satisfied with the half-years rent, to which I at once acceded; the circumstances, and the respectability of the Man left no alternative. Mr Hogarth also spoke to me on the disputed price of the Lime-Kiln Coals, desiring to be governed by the decision in Mr Thomson's case.

On visiting Mr Pringle of Borewell Farm, I arranged with him to meet me at six in the evening at Berwick, to endeavour to settle his disputed and long outstanding claims, on the Lessees of the Colliery, and to bring a friend with him to discuss the matter with Major Johnson.

This arrangement was in consequence of my having required of him that no angry words, or improper expressions towards Major Johnson should be used, and his declaration that he believed it wholly impossible for him to refrain.

Mr Pringle was very urgent in calling my attention to the injury done him by the Tweed Fisheries bill, with a desire that some opportunity should be taken to remedy the objectionable clauses, which Mr Bicknell had informed him might be easily done. It appeared to me, however, that the difficulties were greater, and that the advantages of obtaining the alteration much more questionable than Mr Pringle anticipates, I called again at Borewell on the Saturday intending to inspect the line of the fishery, and to obtain his explanation on the spot, but he was from home, and I desired that he would communicate to me the particulars, which I would submit to the Board on my return to London, and also consult Mr Bicknell respecting it, tho' I doubted if anything could be done etc.

After visiting Major Johnson and appointing six o'clock as the hour of meeting, I proceeded to Berwick, and transacted business with Mr Fenwick and Mr Weatherly, both of whom I had appointed to meet me there, that I might have all needful information on the several matters I had to settle there.

Wrote to request an interview with some of the Berwick Pier Commissioners, or their Solicitor, relative to the Pier Railway.

At the hour appointed I had the contending parties assembled, and having well examined the covenants of each, which I may observe are of the most loose and negligent character, I stated my views of what would be the just and equitable mode of

settling the matter in dispute; and after three hours wearying discussion, in removing or over ruling sundry objections and difficulties, I was enabled to send for a Solicitor, and give him Instructions to prepare a Bond of Submission, binding both parties to the decision of an Award to be determined by Mr Scott of Beal, in behalf of Mr Pringle, and Mr Jobson of Chillingham Newtown, for Major Johnson, and a third person to be mutually agreed upon by the two named.

The third person to be named and indorsed upon the Bond by the other two, within fourteen days, and the Award to be given within two months, with power of extension for three months longer, should the Arbitrators make a joint request to that effect, but then to be finally settled, under the penalty of five hundred Pound, from the Party in default. Each principal binding himself for his nominee, and the Award to determine upon whom the expenses of the Bond etc. should fall.

It was a great relief to me to arrive at this settlement, for owing to the neglect of not reserving the right of way-leave for the Colliery, in the Covenant of Pringle's Lease, he has a claim upon the Hospital for all the damages, and I was aware that Pringle had taken Lownds opinion on the subject – in future leases of the Colliery, and of Borewell farm, this cannot be too carefully guarded against.

13 Apr 1833 William Hooper

Saturday April 13th 1833

In the covenants of the Colliery Lease, the Coals supplied to the Hospital tenantry for the purpose of burning Lime is exempted from the payment of rent, and the Lessees are required to supply them to the tenantry at 3d per Boll, or at such price as the Hospital Coal-viewer may determine to be sufficient to cover the working expenses. – The Colliery Lessees having called upon Mr Fenwick to settle these prices, he gave his opinion that the Tenants should pay for Top-coal 5½d, Ground Coal

4½d and for Small-Coal 3½d; to these prices the tenants, and especially Mr Thomson, demurred, and for several years the question has produced feuds among them, until Mr Thomson discovered that he was not compelled to have his Coals from Scremerston, and obtained them from another Colliery.

It was so palpably evident that the intention of this clause was to benefit the Tenants, and that its operation failed in doing so, that I felt satisfied there was something wrong, and before meeting the parties I had Mr Fenwick to explain to me the grounds upon which he had fixed these prices. – The error soon discovered itself, Mr Fenwick had included in his calculation a proportionate sum for the rent and annuity, having never seen or heard of the Covenants, exempting these Coals from rent!! -

On meeting the parties therefore my course was straightforward and simple, I read over the covenants exempting these Coals from rent, and leaving it to the Coal-viewer who might be appointed by the Hospital to determine the price which should be paid to cover the working-expenses – I then drew the obvious conclusion from these covenants that the intention of the Hospital was to give the Coals to the Tenantry, on their winning them, but to avoid irregularity or disputes, the Lessees of the Colliery were required to win them, the tenant paying the actual expenses incurred in doing so; and that the amount of these expenses was left to the decision of the Coal-viewer.

To this, after some little discussion, I got both parties to assent, and I then called upon Mr Fenwick to explain the grounds upon which he had settled the prices to be paid by the tenantry. He of course acknowledged the error he had fallen into, and I soon obtained the acquiescence of both parties to his being allowed to re-examine the accounts, and to re-determine the price to be paid in each year from the commencement of the Lease, which decision both expressed themselves willing to be governed by. Mr Hume, the Solicitor brought me the Draft submission Bond for inspection and approval, and having read it carefully over, and noted such observations as suggested themselves, I returned it to him, to prepare and get executed the legal instrument.

Mr Clement Pattison, the Solicitor to the Berwick Pier Commissioners called upon me, and entered into a long discussion and explanation of the circumstances which had occasioned delay in settling the conveyance of the Pier-Railway, by which it appeared that a part of the line only is freehold, part copy-hold, and a part the public highway through Spital. Mr Pattison promised me, however, that by Tuesday next he would furnish me with an Abstract of the Freehold, and hoped to furnish me also with the surrender of the Copyhold which is stated to have been lodged with the Clerk of the Manor Court in 1811, when the Pier-Commissioners were entered to the Premises.

Having satisfactorily settled all the matters in dispute between Major Johnson and the tenants, I told him my desire to settle all matters pending between him and the Hospital.

The Board will be aware that Major Johnson withheld £228 of his last year's rent, claiming £50 for stopping back a feeder of water, and £178 for the additional weight of metal laid down on the Railway to enable it to bear the large stones which the Pier Commissioners had the right of conveying: that the subject was brought under the consideration of Mr Tierney and myself when at Newcastle, and that upon our report, the £50 was ordered to be allowed, while the Board did not feel justified in admitting Major Johnson's claim to the other sum. – On my visiting him yesterday, he pointed out to me a range of Offices, and Stables, which he had erected, at an expense of £254,

upon the faith of the Hospital allowing it him, but its being included in a future estimation.

Major Johnson now put into my hand a memorandum of a conversation which he held with the Receivers in 1828, and which he assured me he made at the time, and which he was willing to verify on oath, but which he was not aware of possessing at the time he met Mr Tierney and myself, in which the Receivers agreed to bear the additional expense of the heavier metal, and he therefore still maintained his claim to this sum. – He also strongly objected to the increase of Annuity from £150 to £255 upon the capital advanced, stating that the objects intended had not been accomplished, and that he had been obliged to seek a new landing-place at his own expense.

One of my objects in bringing Mr Fenwick to Scremerston at this time was to ascertain by actual inspection of the accounts the quantity of Coals which had been wrought from year to year in the present lease, and also the quantity of Lime burnt at the Kilns, with the prices sold at, all of which governs the rent. With respect to the Colliery, I found that owing to its being nearly off work for the first three or four years, there is still about 1400 tons of short-workings, and that the vend of the Lime-kilns has been within the stipulated quantity and price, with the exception of the three first years of the Lease, but in 1825 the overworkings etc. amounted to £169.0.8³/₄, in 1826 to £198.9.0, and in 1827 to £66.6.4 – these sums had never been paid, and on my now claiming them, the Major seemed to think it impossible that I would be in earnest. He contended that the Receivers knowing the injustice of such a claim never pretended to ask for it, but I quietly appealed to his covenants, and asked him if he could state that any part of them was misunderstood or misapprehended by him when he signed them, this he could not say, and I then told him that upon the faith of these covenants I felt it my duty to call upon him for the immediate settlement of these sums, amounting together to £433.16.0; and that on his promptly paying me this, as well as £255 for the annuity of the past year, and the arrears which he had with-held, I would recommend to the Board to allow him for the value of the Buildings and the heavier metal of the Railway: and to assure him that I was in earnest, I immediately wrote him a letter stating the Hospital's claim, and requesting its immediate settlement; and then told him that I hope he would be prepared by Tuesday to meet me on the liberal terms I had offered.

I had the gratification of closing the days labours by receiving the Submissions Bond of Messrs. Johnson and Pringle, duly, and I believe very satisfactorily, executed; and I immediately forwarded it to Mr Jobson, one of the Arbitrators named in it, that there might be no delay in the settlement of the third party, who has to be named and enrolled on the Bond, within fourteen days of this date. – The building purchased for a Coal-depot in Berwick was found unfit for the purpose, it is now used as an Ice-House by Mr Pringle, but it should either be sold, or let to a party, undertaking to repair it.

15 Apr 1833 William Hooper

Monday 15th April 1833

I proceeded on this day to the examination of the Spindleston Property, and my first visit was to Glororum Farm, occupied by the Widow of the late Mr Alexander Thomson who was killed by a fall from his Horse a few years since. This poor woman put into my hands a Memorial which had been drawn up by one of her Trustees, who is a Solicitor at Wooler; and certainly there is some hardship and difficulty in her case. More than three thousand pounds had been invested by her husband on the farms and finding after his death, and indeed he had previously petitioned for reduction, that she could not manage the farm without loss, she applied to the Hospital to sublet it, which was granted, and in return for her £3000, she asked £300 for the Lease, but no one could be found to take the farm even at the rent she pays, and she now prays for some reduction during the remaining four years of her term. – I told her, that while I could confidently speak of the desire which the Commissioners would entertain to give consideration to her case, I doubted the possibility of affording her any other relief than to allow of her surrendering the farm – the Commissioners of Greenwich Hospital as Trustees could not act as the individual owner of a Property might do, and all I could say therefore was that on my return to London, I would lay her petition with all the facts of the case before the Board, when it would have due consideration though I much questioned the result. Mrs Thomson regretted that she could not pay me her rent by One hundred pounds, but would endeavour to raise the deficiency as soon as possible.

After visiting Outchester and Spindleston Farms, and arranging with Mr Davison of the latter to meet me early on the following morning to inspect the damages done to him by working stones from Spindleston-rocks, I proceeded to Waren Mills where I had arranged to sleep on the kind invitation of Mr Nairne.

The large and extensive scale on which Business is carried on at Spindleston and Waren-Mills gives a character to them, very different from any other of the Mills I have seen belonging to us, but on comparing the rental and expenditure, I am brought to the same mortifying conclusion that our Mill-property is dead weight. Mr Nairne had applied last year for a new granary to be built at an expense of £228, and it was ordered to be done, for which he was to pay 8 per cent during the remainder of his Lease, but as this is only 4 years, the return would have been small. Fortunately the Estimates were delayed, and in the interim Mr Nairne discovered that the floor of an adjoining granary was on the same level with the top floor of his Mill, and that by breaking out a door and running a platform across, he could obtain much of the accommodation he looked for from a new granary. He proposed to me therefore that the New Building should be dispensed with for the present, the Hospital bearing the expense of the platform. I

quite concurred in his views of abandoning all idea of building in this lease, but as the platform was for his sole advantage, I could not accede to paying for it: but I allowed him the expense, about £6, of building a small enclosing wall, which improved the property. –

16 Apr 1833 William Hooper

Tuesday April 16th 1833

About two years since Mr Nairne made application to the Receivers to win stones at Spindleston, with a view of exporting them to London, upon the understanding that if it succeeded they were to apply for a Lease, and pay a rent of £25 a year: but after shipping about 1500 tons of stones it proved a failure, and the working the Quarry has been abandoned. In carrying on these operations however some damage has been done to the Tenant of Spindleston, besides the loss of land taken to form a Road from the Quarry to the Shipping-place, and for these damages Mr Davison had received no compensation. For the settlement of this question I this morning rode to the spot, and there met Mr Nairne and Mr Davison, heard both sides of the question, and having to deal with tractable men, the matter was soon settled. Each was to name his Man to assess the amount of damage and loss of land up to this time, which Mr Nairne agreed to pay, as well as an annual allowance for the residue of Davison's Lease for the road taken from his grounds – the present edge of the Quarry is to be fenced off by Mr Nairne, and no more stones to be worked without further application to the Hospital. The present bold feature of these rocks is a beautiful character in the Estate, and unless some positive pecuniary benefit is to be derived from working, I should be slow in sanctioning their further disfigurement.

After inspecting Chesterhill Farm, I proceeded to Belford, where I found a letter from Mr Pringle deferring the payment of his rent until his dispute with Major Johnson was settled – I was prepared for this, from hints which had before dropped from him, and under all circumstances I deem it best to take his excuse quietly. I had the satisfaction of collecting all the other rents, and on Major Johnson coming to me I told him that I had attentively reconsidered all the matters pending between him and the Hospital, and felt satisfied that the proposal I had made was as liberal as I could be justified in acceding to – that the Board having given me a discretionary power to settle all outstanding claims, I would, in the event of his paying up all I claimed, at once allow him for the Buildings and the increased weight of rails, but that if he did not, I should certainly feel it my duty to pursue the claim I had made, and leave him to seek from the Board the consideration of his claims. He said I was taking advantage of his situation, but after a little discussion, he very properly retracted this, and then, having paid me the Arrears, the Annuity, and the half year's rent, I gave him a receipt for the £433.16.0, on his giving me a receipt for £428.0.0, - £250 being for the buildings, and £178 for the

heavier Rails – waiving the Hospital's claim to the balance of £5.16.0. I cannot but congratulate myself on having so satisfactorily brought this matter to a conclusion, establishing as it does the continued payment of the annuity of £255 a year from the residue of the Lease.

We sat down sixteen to the Rent-dinner, and tho' my sad state of health rendered it difficult for me to keep my chair, I enjoyed the contemplation of such a respectable assemblage of tenants, so superior to the general body occupying the other parts of the property.

On Wednesday I returned to Newcastle, and in the evening settled several small accounts with Mr Rewcastle & Mr Martin.

18 Apr 1833 William Hooper

Thursday April 18th 1833

I called early on Mr Fenwick and found that after examining into the question of the Whittonstall Roads he was of opinion that the Magistrates Certificate, which is necessary to throw the roads upon the Township, cannot be obtained, unless the roads are widened to meet the conditions of the Inclosure Act – Under these circumstances I suggested that it might be better to get an undertaking from the Tenants that in the event of one putting the road now into repair, they will bind themselves to keep up a certain quantity of Statute Labour annually for the remainder of the present Lease, and in all future lettings to introduce a covenant to this effect. Mr Fenwick said this plan would be most satisfactory if the whole of the Townships belonged to the Hospital; but he shrewdly observed, if so, why was an Inclosure Act necessary? –

I smiled at this very natural question, which had suggested itself fifty times to me before, but to which I can find no answer – The truth is, there is a part of the Inclosure which did not belong to the Hospital, but to the Glebe, and I believe, without considering at how small a sum the consent of the parties intended might have been obtained, the land itself might have been purchased at less cost than the Inclosure Act. – I obtained from Mr Fenwick the Draft-Lease of Langley Mills.

Settled Accounts at the Bank, and afterwards called on Mr Leadbitter, who had not received the Duke of Northumberland's answer respecting the Close at Wark – In the evening returned to Haydon Bridge.

19 Apr 1833 William Hooper

Friday April 19th 1833

Having heard of a House at Summer-roads near Hexham, as likely to form a suitable residence for a Receiver, I rode there in the morning, but had the mortification of finding that the owner had changed his mind, and declined letting. The difficulty of getting a House is so extraordinary, that I could not have believed it, had I not practically experienced the fact. I then proceeded to Corbridge, where I had heard there was a House, and indeed, I pursued my enquiry through a <round> of about twenty five miles, and returned unsuccessful.

20 Apr 1833 William Hooper

Saturday April 20th 1833

Engaged the whole of this day in the office, answering letters, and bring up the arrear of Accounts. Had an interview with Mr Johnson relative to the compensation of the Dilston tenantry for the ground taken for the Railway; and we also discussed the merits of the Lease of Low Stubblick Colliery, which he at length seemed disposed to relinquish – I should certainly be glad, for the sake of simplification, and to prevent the risk of chicanery about the <Lentale> rent of the Colliery to be disencumbered of this appendage, and he at length agreed to write me a letter as authority upon which I might settle the actual terms of letting Stubblick, if the Tenant should be willing to forego the Low Stubblick Lease, without prejudice to the Hospital.

22 Apr 1833 William Hooper

Monday April 22nd 1833

Having appointed this day for paying off the Workmen at Langley Mills, I rode up there and performed this no very agreeable duty – the refuse, Chimney fume etc. the Lessees have engaged to take, and to pay the Hospital according to the actual produce. A small cake of Silver, the last, 553½ ounces, I had sent down to me, to forward to Newcastle for sale there. Mr Hunt is daily engaged in visiting the farms in the adjoining Districts, inspecting the Draining etc. which is now in progress.

I was much disappointed in being obliged to leave Belford on Wednesday last, without having received from Mr Pattison the promised papers relative to the Pier Railway, and before I did leave, I wrote to him very strongly on the subject, and stating that as I could not leave Northumberland without the settlement of this matter, I trusted he

would spare me the necessity of again visiting Berwick for the purpose – I have today, Mr Pattison's reply, apologising for the delay, and promising that I shall have the whole of the papers in a very short time.

Mr Ruddock the Clerk to the Hexham Road Trustees, has sent me the Minutes of a meeting on the 16th, by which it appears that the Surveyors report the number of roods of fence to be 1544, whereas my claim was for 1600, and stating that no return had been received from the party appointed to value the damage to be allowed the tenants, and the subject is consequently deferred to the next meeting on the 21st of May; and Mr Ruddock in sending this minute says he is directed to inform me that the Trustees had been under the necessity of letting the tolls at a reduction of £250 a year, and to ask if the Hospital would take security on the Tolls for the amount due, the interest to be regularly paid.

The Hospital in this transaction is placed as one who has had his pockets picked, and when he discovers the offender and seeks restitution, is first coolly told to surrender the debt, and secondly to lend the money for ever – it is clear enough that Mr Ruddock is aiming at delay to get rid of me, and as he hopes the claim altogether, and my own opinion is, that it would be only just to the Hospital to arrest the Treasurer for the amount we can legally claim, and thus force a settlement. I submit the papers for the Board's instructions, referring to my letter to Mr Ruddock of the 8th of March, of which the Board has a copy, and observing that the Minute of the 16th <...> admits their liability to 1544 roods of fences, and the paper dated 15th of March 1831, and signed by Six Trustees, admits the liability to the damages.

23 Apr 1833 William Hooper

Tuesday April 23rd 1833

When I was at Scremerston, Mr Fenwick called my attention to some dilapidations in the long sea level drift, which discharges some of the higher springs of water into the sea, and which was partially repaired by the Hospital four or five years since at an expense of about £800, and unless it be again done something to, there will probably be mischief by its falling in altogether – It is a most injudicious plan to throw these expenses on the Lessors, and which as regards the Hospital would strong urge to have guarded against in future, as I have taken care to do in letting Stubblick Colliery, although Mr Fenwick in his report has stated that the expense of sinking the present Engine shaft to the bottom of the Stone-coal Seam (£250) should be borne by the Lessors – I am quite satisfied that if I had allowed it to be so, I should not have obtained one penny more rent. I desired Mr Fenwick to report on the expense, particularly as regards the three worse, and only dangerous places – I believe if these are now done, nothing more will be required in this Lease, and in future it should be

the care of the Lessees – I have this day received his report, in which he considers the expense of the three places will be £174 – I should rather be inclined to recommend this being done in the course of the summer – or at all events, the worst place this summer, and the two others next year.

I enclose the report for the Board's consideration.