

[Lieutenant William Harvey Hooper (1792-1833) was appointed as an interim Northern Receiver for the Greenwich Hospital while the recruitment of a permanent agent was underway in the wake of reforms agreed to the Hospital's estate administration in the previous year. He had been an Arctic explorer accompanying Sir William Parry in the 1820s, but suffered from ill health. His brief period in Northumberland evidently came only months before his death. He handed the role over to John Grey in June 1833.]

1 Jan 1833 William Hooper

Tuesday 1st January 1833

A letter from Mr Clayton, transmitting a plan of a projected New Road. Arranged with Mr Spencer that in the event of the Vicar of Chollerton establishing his claim to the Hay and Calves Tithes on the enclosed stinted pasture, which formed part of the ancient land, and, if it is to be presumed, therefore included in the modus, that the Hospital would indemnify him, and that on this arrangement being recorded in the Board's minutes at the Hospital, Mr Spencer would be satisfied without any Bond of indemnity. Saw Mr Sample, and explained the proposed changes in the management, offering him the situation of Bailiff, which he at once declined – I then told him the Hospital would not longer require his services, beyond such time, as a proper Bailiff could be provided, but that I could recommend the Board to pay him to the end of the present year, if he continued to look after the Property till succeeded by the New Bailiff – for this he thanked me, and said he would gladly do so.

2 Jan 1833 William Hooper

Wednesday 2nd January 1833

An interview with Mr Pringle Lessee of Borewell Farm, who claims compensation, to the amount of more than £100 a year from 1821 to the present time, and at least that sum for the remainder of his term, on account of damage sustained by inroads made on his farm for Railways, shafts, etc by the Lessee of Scremerston Colliery.

In 1823 Mr Locker saw his green wheat cut up to clear a shaft, and daily injuries have been ever since done.

Informed him that whatever his claim might prove, it was clearly a claim upon the Lessee of the Colliery, and not upon the Hospital, that the subject should be enquired into, with a view to a settlement, and suggested that a reference to be mutually agreed on might be the best mode of settling it. He admitted all this, and agreed to defer the matter until I could see Mr Johnson and himself together.

3 Jan 1833 William Hooper

Thursday 3rd January 1833

Saw Mr Bell, Bailiff of Hart-burn Grange etc., and told him the Hospital would not longer require his services, but that I should recommend the Board to allow him a Pension of £20 a year.

Wrote to Mr Crawhall on the damage done by the Railway Company to the Tenants.

Saw Mr Cookson relative to the Wharf, and also arranged with him as to the Rents of Meldon, the Hospital to receive to Nov[embe]r and repay to him from Septr. Mr Cookson claimed for dilapidations on Needleshall Farm, on the ground that certain repairs were ordered, and only waited for the Bailiff and Tenant to agree as to details. Informed him that his purchase was subject to the existing state, but that the Hospital had also a claim on him for Machinery, and the two should be considered together.

Received Rent 10£ from Teasdale Dilston Hall, £20 from Makepeace Lee, and £116 from I & A Fewster.

Sundry small rents £155.0.10

Forwarded to Yonge & Co a plate of Silver, weight 771 ounces.

4 Jan 1833 William Hooper

[Note: Sir Matthew White Ridley of Blagdon & Heaton and Charles William Bigge of Linden were banking partners.]

Friday 4th January 1833

Rec'd £92 from Blackburn – Wooley Farm.

Decided on Mr Dickinson being retained as Clerk, and that Mr Bewcastle should have a retiring pension of £80, and Mr Martin one of £40 a year.

Had an interview with Mr Boyd, of Ridley, Bigge & Co Bank, and opened an account with them. Instructed Mr Burnhope [Burnup] to value the Lead Wharf. Received Mr Storey's answer declining to be Bailiff, as he considered it would be more than he could perform.

5 Jan 1833 William Hooper

Saturday 5th January 1833

Rent from <Soppitt> Newlands W. Farm £38.10

Rent from Pringle Borewell Farm £155

Rent fr. Robinson £40

Received a letter from Mr Crawhall stating the desire of the Railway Compy to meet the wishes of the C[ommissioners] of the Hosp[ital], as to compensating the Tenants, and that Mr B Johnson is instructed to call upon me, and explain.

Received Mr Burnup's valuation of the Lead Wharf - £200

The tenant of Scremerston fishery claimed re-payment of the three years Tweed tax, according to the Act. To be enquired into, and reported to the Board.

Mr Wailes' claim for Office rent, at 332 a year, to May 1834. The Maps etc belong to the Hospital.

Mr Johnson called and stated on behalf of the Railway Co that they are quite willing to pay immediately the full value of the land taken from the Tenants, and the full amount of damage for injury of Crops, trespass, etc., but that some of the Tenants had claimed double the value of the Land, which the Company were not disposed to pay without reference to the Board, - Informed him that I thought the intentions of the Company would be satisfactory to the Board, but that as soon as I had ascertained the facts on the spot, I would report to the Board and the Company should hear further.

7 Jan 1833 William Hooper

Monday 7th January 1833

Applications for the situation of the Bailiff from Mr F Lee, Mr Bewcastle, Mr Todds.

Letters from Mr Cookson, as to Needless Hall N Farm, the ejecting of Coxons, claim to Thrashing Machines, and offer for the Lead Wharf - £300.

Waited upon Mr Cookson and informed him that I could not give up the claim to the Threshing Machine purchased of the former Tenants of Needleshall North farm, and

that the Machine on the South Farm was still the property of the Tenant, but that as he had been promised by the late Receivers that it should be purchased of him at a valuation, I hoped he, Mr Cookson, would fulfil that promise. With respect to the dilapidated state of the Swann's Farm, I had made enquiry of the Bailiff, and found that it was twice that about six years ago the Receivers become minded that a new Stable should be erected on this farm, and that it was ordered, but the Tenant, whose Lease was near expiring, refused to bear the expense of leading materials, and it was consequently deferred. That it was intended to recommend the proceeding with this stable for the new Tenant, but as the Bailiff and Tenant could not agree as to the situation, no Estimate had ever been made, nor was any promise held out to the Tenant. This work did not comprehend anything respecting the Dwelling House. Under any circumstances the Purchaser could have no legal claim on the Hospital, but if a moral obligation could have been shown, I believed the Commrs would not shrink from it, but in this case I considered them quite free. Still, desirous to meet Mr Cookson, I would venture to propose on the part of the Commissioners, that if he would take Robinson's Thrashing Machine at £40, the price it was valued at, and waive all claim on account of the dilapidations, I would forego to press the Hospital's claim to the value of the other Thrashing Machine which was equally worth £40: and that upon this liberal proposal, I should expect he would give the Commrs £350 for the Lead Wharf. He required time to consider.

Received Rent from Mitchell & Temple High Spen Colliery £68.0.0

8 Jan 1833 William Hooper

Tuesday 8th January 1833

Received Rent from R Winskills <Ropy> for Cooper's Dyke Head £5.0.0 –

Mr Cookson applied to me about the Lease of the Lead wharf, which he for the first time had discovered to be a 14 years Lease, and not 21 years as he had supposed – consequently of comparatively small value, as the Corporation Laws make 21 year lease to be renewable from time to time, [without any additional rent], whereas 14 years leases are re-valued at the end of each term. – I then explained to Mr C. that the Hospital had expended considerable sums on the wharf, upon the faith of a 21 years lease, and shewed him the correspondence to this effect, wherein the Corporation stood pledged to grant a 21 year lease. – Mr C. thought upon the evidence of these facts, the privilege of a 21 years lease might be restored, and I wrote to him enclosing the Correspondence, and proposing terms for the settlement of the several matters pending. Engaged in the arrangement of Books etc for the removal of office.

9 Jan 1833 William Hooper

Wednesday 9th January 1833

Engaged wholly in arranging for the removal of the Office.

10 Jan 1833 William Hooper

Thursday 10th January 1833

Letter from Mr Carr of the Branch Bank, in answer to mine of yesterday, referred both to Mr Pierney. Informed Mr Carr that I would communicate further with him, on receiving an answer from London.

11 Jan 1833 William Hooper

Friday 11th January 1833

Wrote to Mr Hugh Taylor on the subject of the Duke of Northumberland's offer for Wark Barony, stating the grounds on which the C. of G.H. expect a further price, and proposing on their part to convey the Tithe Allotment called Ellingham Rig, worth six hundred Pounds, in addition to what had been before proposed, if the Duke will consent to give Fourteen thousand pounds.

Had an interview with Mr Taylor afterwards, and fully discussed the matter, ending in his promise to lay my letter before the Duke, and furnishing me with an early answer.

Mr Fenwick called to state the case of Wardle the Tenant of Meldon Farm, who is £45 in arrears, but who claims that sum in consequence of having sustained injury to that amount by the former Tenant being allowed to take a larger Way-going Crop, than the Covenants, or the Custom of the Country allows. Mr F. had no doubt of the justice of Wardle's claim, and advised its being at once admitted. – It is proper to state that this arises wholly from the negligence of the Bailiff. I begged Mr Fenwick to furnish me with the letter, and I would report the case to the Board. Afterwards saw Mr Bell, who said he thought he could get the matter settled.

12 Jan 1833 William Hooper

Saturday 12th January 1833

Recd Rent £5.10 from Mr Lowes Newlands, Smith's Housing etc..

Mr Bell informed me that Wardle and Lenox had agreed to settle their dispute, and that he would recover the £45 for the Hospital. Reported the case to the Board.

14 Jan 1833 William Hooper

Monday 14th January 1833

Recd from Mr Walton for 397 oz Silver sold £102.19.5

Saw Mr Carr of the Branch Bank, and declined banking unless the Local note question could be conceded.

Saw Mr Boyd of Ridley & co., and arranged with him for the Account. Ordered £2500 to be paid to the C.G.H on Monday next, 21st Inst.

15 Jan 1833 William Hooper

Tuesday 15th January 1833

Recd of Mithill & Temple High Green Colliery £44.5.10., arrears of Rent.

Saw Mr Stephenson Tenant at Throckley relative to the embankment, and promised to examine into it the earliest opportunity.

Saw Cuthbert Harrison of Whitterdale Sproats Farm, who had petitioned the Board to be released at May-day next. Informed him of the impossibility of this, but that if he applied in August next, the Board would release him in the following May, and if the Farm was re-let at a lower rent, I would recommend the Board to make an abatement for the last year equal to the difference in rent.

Saw Mr Spence, Purchaser of Buteland, who complained of Stotts persevering in his claim for compensation if he was not allowed to plough 40 Acres in addition to his Covenants, according to a promise of the receivers, and asking the Hospital to bear the expense of compensation – Informed him that tho' I was desirous of affording him every facility in my power, yet he must understand that the C. of G.H. could be no

parties in the dispute, and that whatever the result was, he must abide by the consequences – and the same time stated that he must also consent to take the Threshing Machine at a valuation, and that these points must be decided before the Commrs could sign the conveyance – he finally agreed to both.

Received a letter from Mr Taylor Agent to the D. of Nd connecting to purchase Wark Barony at £14,000. Had an interview with Mr Leadbetter the Duke's Solicitor, relative to the conditions etc, and informed him that Mr Bicknell would be immediately instructed. Mr T claimed all papers relative to the Lawsuits etc, but I distinctly informed him, that I could promise nothing of the kind, altho' I was quite sure the Commrs of G.H. would be readily disposed to furnish the Duke with anything they had relating to the Barony, which might be useful to the Duke and not required by the Hospital.

Reported to the Board.

Saw Mr Fryer, and informed him that I could not admit his charge of £21 for his copy of the Plan of Throckley enclosure – He said it was usual, and he could not take less.

16 Jan 1833 William Hooper

Wednesday 16th January 1833

Enquired as to the practice and usual charge for the copy of a Plan such as Throckley Enclosure, and found that two guineas would be usually charged by surveyors of eminence; Accordingly sent to Mr Fryer stating what I had done, and offering to pay him two guineas, and £2.5.0 for the Vellum and Case – He was absent, and not to return until Monday. Arranged with Mr Bewcastle to settle the account upon these terms, if Mr Fryer will give a bill & receipt. Mr Fryer, and his father previously, had for very many years been employed an surveys, and Plans required by the Hospital, and from the testimony of the Clerks, some stated facts, and reference to Plans, his charges have been grossly extravagant, and his surveys not very accurate; while in every case of Inclosure, wherein he has been named in the Act to Survey and Allot, there has been much disregard of the Hospital's Interests as Lords of the Manor. The notoriety of this fact was illustrated to me by the following anecdote which I deem it right to record. When the Receivers rode the Boundaries of Hareshaw Common, with a view to its enclosure, some years ago, a Workman of the Duke of Northumberland, accosted the Gentleman who held the flag at one boundary, and said 'Well then, I suppose there is to be an inclosure Act for this Common? – I am thinking, if so, I can tell ye the Lords allotment? It will be 'Blackamoor Skirts' for nothing will ever thrive there, and ye always hae the worst of it.'

Sent the Plan and Copy of Throckley Award to the Hospital.

Wrote to Mr Cookson to expedite the transfer of the Lead Wharf Lease, and to request a note from him consenting to pay £350.

Engaged all day in arranging Papers etc for removal.

17 Jan 1833 William Hooper

Thursday 17th January 1833

Received Messrs Yonge & Co acknowledgement of the plate of Silver, and drew a Bill on them at 40 days for the amount. Viz 771 oz at 5/2½ - 200.15.7

Rec'd a letter from Mr Cookson agreeing to £350 for the Lead Wharf.

Sold Mr Parker the Small Assay Scales in the office for two guineas.

Saw Mr Lowndes relative to the Smelting Mills, he being desirous to propose for them and the Duty Ores – He will inspect the Mills.

Application from Mr White relative to his offer for Haydon Town farm, which he states to have been £227, and not £127 – promised him to enquire into it, and that I would decide according to the justice of the case when I had done so.

18 Jan 1833 William Hooper

Friday 18th January 1833

Removed to Haydon Bridge, and took possession of the Apartments there.

19 Jan 1833 William Hooper

Saturday 19th Jany 1833

Saw several Tenants relative to their Farms, and other persons who are bidders for those lately tendered, and heard several applications, promising an early decision.

Engaged in arranging the Books, Papers etc brought from Newcastle.

Wrote to Messrs Donkin & Stable, Solicitors to the Trustees of the Arkindale [Arkengarthdale?], informing them that I had authorized and directed Mr Bewcastle to attend the Meeting on Monday and vote the agent of the C of G.H. to such disposed of the Property, as would secure 12/- in the pound, by instalments to the Creditors and to submit a statement of the Hospital's claim on the Estate.

21 Jan 1833 William Hooper

Monday 21st Jany 1833

Saw Mr Thos Wilson, and stated to him my views on the Smelting Mills and Duty-ores, and explained the desire of the Hospital to let the whole together, but upon terms very different from what he had offered. Entered into an Analysis of past accounts, to shew the value of duty-ores, and told him that I could recommend no offer that was not commensurate to it, and that I wished an early decision.

Had a long interview with Mr Lownds relative to the Mills and Ores, for which he was disposed to offer, but considered he should not be able to give 50/- for the Ores.

Wrote fully to Mr Tierney relative to the letting of the Mills.

Application from Mr Geo White for the situation of Bailiff.

22 Jan 1833 William Hooper

Tuesday 22nd Jany 1833

Saw Mr Jobling who wished to treat for the Ores, and entered into full explanation with him respecting them.

Received the proposal of the Hudgill Mill Company to give 57/- for the Ores, and £200 a year rent for the Mills. – Wrote to the Board submitting it for consideration.

Had another interview with Mr Lownds who had fully examined the state of the Mills etc., and who appears a desirable party to treat with, if the Hudgill Mill offer is rejected, but he was not prepared to make his proposal, which he was inclined to do for the Colliery, as well as for the Mills. – Rode out to Tofts Farm, accompanied by Johnston to obtain information as to the situation etc of the Hospital Property

23 Jan 1833 William Hooper

Wednesday 23rd Jany 1833

Saw Mr Scott Tenant of Thornbrough Farm, who wanted the Hospital to be at the expense of bringing water to his Thrashing -Machine, which might be done at a moderate expense – Informed him that I would see it as soon as I could do so, but that he must not expect it to be done, unless I saw some very strong and substantial reasons for it. Accompanied the Wood Inspector to Capons Cleugh Wood, and conferred with him as to thinning, weeding etc, - the Young Larches require to be very much thinned, and it appeared desirable to fell nearly one half, to be done in the spring as the sap rises, and then peeled, and sold by tender – The value of the Bark will but barely pay for the peeling, but the Wood will be better for it.

Heard of an intended Meeting to-morrow of the Alston Road Trustees, and immediately wrote a private note to Mr Bainbridge expressing disappointment that the promised payment of interest and instalment had not been made, and that much as the C. of G.H. would regret any measures that might be embarrassing to the Trustees, or prejudicial to the interests of the neighbourhood, they were determined to enforce the conditions on which they had decided, under a full conviction that the Trustees could comply with them, and yet maintain the Roads, even under the expensive system of management now pursued.

Had another interview with Mr Jobling, who is very anxious to treat for the Ores and Mills, but he wants longer Credit than six months – I told him, however, that altho' I had objections to extending the period of payment, yet if he offered larger security of a bone fide character, and his prices were in proportion, his proposal would have consideration, provided the Commissioners had not previously entered into any agreement. – Received a communication from Mr Bewcastle that the Meeting on Monday had unanimously resolved on accepting the offer to make over all the Estates of the Arkindale Company, on the payment of 9/- in the pound, on the 5th of May next, and 3/- more by Bills at 12, 18, and 24 months, bearing interest at 5 per cent.

24 Jan 1833 William Hooper

Thursday 24th Jany 1833

Had an interview with Mr Shipley the Bailiff of Newlands and Whittonstall, on the Estimates for the year, and told him to inform the Tenants that I could say nothing to their applications until I had seen all the Buildings etc., and ascertained on the spot what might appear necessary. I told Mr Shipley that his services would be no longer required, he being too old and inactive for the situation upon the new arrangement. Mr

S stated his claims to consideration, and as I understood he wished to continue in his present Cottage let to him at £16 a year rent, and actually worth from £4 to £6 a year more, I told him that under all circumstances I would recommend him to the Board to be allowed to continue in his Cottage at £16 a year for as long as he lived, and to be paid his Salary to the end of the present year, and with this he explained himself very well satisfied, and thankful.

Rode to Langley Mills, and inspected the whole of the Buildings, Cottage etc, and in the event of letting the Mills it will be proper to have a distinct rent for the Cottages and Ground, which do not necessarily form part of the Premises. Ordered a Cake of Silver to be forwarded to Newcastle (weight 1146½ oz) on Monday next, previous to which arrangements to be made for its disposal. {a very old wrought Boiler, and some pots and pans in the Spelter Works to be disposed of}

Rode to Stublick Colliery, and examined as to the Cottages etc belonging thereto.

Received the proposal of Mr Jobling to give 57/6 for the Ores, at nine months credit, wrote to Mr Tierney submitting it for consideration, with the observation on his several propositions. Wrote to Mr Martin to offer the <place> to Mr Walton at 5/2½

25 Jan 1833 William Hooper

Friday January 25th 1833

Had an application from the Tenant of Tofts Farm relative to some improvements in <stubbing> etc – to enable him to plough out some land that has been hitherto in grass, explained to him, how little could be done, and promised to examine into it, and give him an answer. Had an application from Mr Potts, who was bidder for Rattenraw West Farm at £195, but rejected by the Receivers from having been in arrears, and Mr White, a builder at £190 recommended. On satisfactory enquiry I find White is a very bad farmer and would prove a worse Tenant than Potts, who is now only £20 indebted to the Hospital, and, who offers immediately to pay off the arrears, and to bring his Brother-in-Law, Mr Stevenson of Colwell, who is a Man of substance, as security for prompt payment of rents – I therefore told Potts what the Hospital expected, by this day fortnight, and, that Mr Stevenson came to me as security in the Agreement, I would recommend him for the farm.

Wrote to Mr Fenwick respecting the Hareshaw Common Righters – Wrote to Mr Clayton, declining on the part of the C. of G. H. any advances on the proposed new line of Road by the Derwent. A long interview with Mr Spencer, and Mr Wright relative of ploughing additional 40 Acres, and explained to them that the C. of G. H. could not be parties to the transaction, beyond affording Mr Spencer every facility, and it was at

length settled that the matter should be arranged in the way I had first proposed, and obtained the <Hosts> consent to, by each party appointing a person, and the two to choose a third to settle it. Arranged with Mr Spencer to have the Thrashing Machine immediately valued, and requested him to write to his Solicitor to be satisfied about the Modus, which he did, and I enclosed it to Mr Bicknell.

Mr Davidson of Ridley Hall called on me at the request of Geo white, one of the applicants for the bailiff's situation to speak as to his character etc but Mr Davidson had some doubt about his practical experience.

Interviews with several of the farmers relative to their farms. An application from Mr Turnbull who is building a house at Haydon Bridge for permission to carry a drain under some of the Hospital's property adjoining the river, to which I promised consent if I should find it could be done without injury or inconvenience to the Hospital Property.

Another long interview and explanation with Mr Lownds, as to the terms on which the C. of G. H. wish to treat for their Ores, and am to have a definitive proposal in a few days.

Wrote to Mr Bicknell, informing him that the Property sold to the Duke of Northumberland with the Manorial rights of Wark Barony, consists of Wark Manor Farm, Greystead Tythe Allotment, Greystead Common Allotment, Stannersburn Common Allotment, and Elingham Rig Tythe Allotment: Also Fell-end Colliery, the Collieries named High Green, the Sneep, Black Crag, and Greenhaugh: Also <Free> farm rents amounting to £37.17.10. – The Reservations are the Manor of Elrington & Woodhall, by which is to be understood all the Lands within the Barony of which the Hospital will then stand possessed, and of these the Manorial rights and service of every Kind is fully and wholly to be preserved to the Commissioners of Greenwich Hospital.

Sent the Elingham Rig Abstract & Agreement

26 Jan 1833 William Hooper

Saturday 26th Jany 1833

Saw Mr Sample relative to the embankment at Throckley, and arranged to meet him there on Wednesday next to examine into it. Called his attention to the amount of arrears, £408, due from Benson who is recommended by the late Receivers as Tenant of Dilston New Town South Farm, upon the recent letting, and desired him immediately to inform Mr Benson that he could not be accepted Tenant unless this arrear was

immediately paid off, and that I should otherwise distrain. Enquired of Mr Sample as to the claims set up by the Tenants for compensation of damages done by the Carlisle Railway, and satisfied myself that if the Company paid the full annual value of the land, and compensated the Tenants for all the damage by trespass etc – it was all that could be expected; and I accordingly arranged with Mr Sample that I would ask the Company to fix on some person to assess the value of the land and damages, and that such person might confer with Mr Sample who would assist in adjusting the claims of the Tenants upon equitable principles.

Requested Mr Sample to use his endeavour with Coxon to meet Mr Cookson's wishes.

Mr Sample stated that the Widow Armstrong who occupies Dilston Mill and is to quit at May next, has eleven children, that her debt to the Hospital up to May next will be £300, and that she has not a penny to pay it, beyond her Stock and away-going Crop – that the latter will be worth about £80, and that the Hospital will secure; (the Hospital having distrained a short time since) and if that is taken, the woman and all her Children will become chargeable to the Township of Dilston, whereas if she is allowed to remove her stock she will take possession of a small farm she has taken in another parish, wherein the Hospital has no interest; Considering the large interest which the Hospital had in the township, Mr Sample recommended that the Stock be given up to get rid of so heavy a burden. Told Mr Sample that I quite agreed with him as to the policy of making some sacrifice to relieve the parish, but differed as to the mode – that as the whole Township were interested in the Woman's removal, so all should contribute to effect it, and I would therefore propose on the part of the Hospital that if the Stock we should seize upon proved worth £40, I would offer no objection to the Woman's removing it to secure her going to the place he spoke of, if the other parties interested would make up £30, or three fourths of the value. He admitted this to be a just and fair proposition, and I instructed him to act accordingly.

Saw Mr white, who was a bidder for Haydon Town Farm, and satisfied him that justice had been done him, as well in his not being accepted for that Farm, as in giving Mr Potts the preference of Rattenraw West Farm.

Wrote to several parties relative to the Candidates for Bailiff.

Wrote to Ridley & Co relative to two Bills due the 24th & 26th Inst.

Heard from Mr Martin that Mr Walton would take the Silver at that price, 5/2½, gave directions accordingly.

An application from Mr Cuthbert Snowball, Tenant of Fourstones West Farm, to be compensated for the damages he had sustained by trespass from the Lessees of Fourstones Colliery. He complained bitterly of the way his applications had been

neglected, for eight years, in all which no compensation had been made him. Informed him that while I regretted the neglect of his applications, as I considered we were bound to protect one Tenant from the aggressions of another – yet it was from the Lessees of the Colliery and not from the Hospital that he had claim for redress, but I promised immediately to inspect into the matter on the spot, and endeavour to obtain a settlement.

Mr Snowball also claimed £12 for stones obtained from his own Estate at Wharmley for Coastley and Heckford, and this I also promised to enquire into. Mr S. is the father of the late Tenant of Dilston New Town South Farm, and if the Hospital's interest had not been lost sight of would have been security for his Son's arrears of £67.10.0 which is now wholly lost.

28 Jan 1833 William Hooper

Monday 28th January 1833

Wrote to Mr Crawhall on the subject of compensation for damages by the Railway, and wrote to the Board informing the Commrs thereof.

Received a letter from Mr Bainbridge with an Extract of the Minutes of the Alston Road Trustees ordering the payment of £60 a month, to commence on the 24th Feby, and to be continued until the Interest and instalments due on the £1700 are paid up, and requesting I would move the Board to accept of this arrangement.

Sent Lord Auckland the particulars of the Duke of Northumberland's purchase, and informed him as to the tolls of Hareshaw Fairs. Arranged with Mr Mulcaster that he should continue for the present to pay the Smelters' Wages as I find it would lead to confusion to alter the <system> until the arrangements are further advanced, gave him £70 on account for this purpose.

29 Jan 1833 William Hooper

Tuesday 29th Jany 1833

Wrote to the Board requesting authority to accede to the Alston Trustees proposal.

Received a letter from Mr Hodgson offering £30 a year for the House and Grounds at Low Byer, if the Hospital will paint and repair it, or £25 a year, and do all that is required himself, and take it for 3 years – Referred it to the Board with a recommendation to accept the latter.

Received Mr Lownds proposal for the Mills and Ores, and wrote officially to the Board the observations which occurred to me in reference to it. Also wrote to Mr Tierney in further explanation.

An application from Mr Grey to be Bailiff, with testimonials and references for character.

Received from Ridley & Co an acknowledgement of the Bills brought into Cash.

30 Jan 1833 William Hooper

Wednesday 30th January 1833

Rode to Throckley South Farm, and accompanied by the Tenant and Mr Sample walked down to the River-Bank, and examined the Land subjected to the floods, with the whole line of the proposed embankment to prevent it. The embankment already formed by Mr Bates, and the Railway of Mr Blackett's Colliery, protects the Property on the S.E. side, and the proposed embankment is intended to extend from that of Mr Bates, for a mile and three quarters to the Westward, to reach Wylam, and effectually guard the lands now exposed. Mr Stephenson's idea was to carry the embankment three feet higher than the last flood, which he thought sufficient, but I entertain some doubts of this, for it is clear that such an embankment will render the floods on the opposite side of the river of much greater extent in damage, and in all probability the proprietors of the opposite lands would in self-defence raise an embankment also – which would so confine the Waters, as to make me apprehensive that a three foot embankment will be scarcely safe from breaches, and if the expense is to be incurred, it would be a matter of regret not to do it effectually. The lands now exposed, and to be protected by the embankment, consist of about seventy acres belonging to the Hospital, about the same quantity belonging to Mr Clayton, and a similar quantity belonging to Mrs Bewick, and about twenty five Acres belonging to the Duke of Northumberland. But the greatest sufferer from the floods is Mr Blackett, whose Railway is overflowed at least five or six days on average very year, and besides the damage done by the breaches in the Railway itself, the vend of his Colliery produce is interrupted, occasioning so much positive loss. The advantage of an effectual embankment is undoubtedly an important one, and the mode I would suggest for its accomplishment is that on the presumption of its requiring an expense of say £335. Mr Blackett should subscribe £100, Mr Clayton, Mrs Bewick, and the Hospital should add £70 each, and the Duke of Northumberland £25.

If this principle of apportioning the expenditure be admitted, and approved of by the several parties, I would propose that a Skilful Engineer be employed to examine and

survey it, and estimate the actual expense; upon this Estimate the work might be agreed for, each party paying its share according to the relative sums agreed on.

I told Mr Stephenson that such were my views on the matter, and that I would write him a letter to that effect to enable him to confer with the other parties. Examined the whole of Mr Stephenson's farm with reference to the works required by him in the next year, and refused him several things that I could not feel necessary as an expense to the Landlord – some really necessary things, I promised to submit in the Estimates.

31 Jan 1833 William Hooper

Thursday 31st January 1833

A letter from Mr Bicknell relative to two detached pieces of land recently obtained in Wark Manor, one a small Close, the other 80 Acres obtained in Exchange from Mr Charlton – Ascertained that the 80 Acres were appended to, or rather formed Wark Manor Farm; but with respect to the Close, of 4 or 5 Acres, it has hitherto been let to the Rector of Wark, without any consideration, altho' worth £10 or £12 a year; and in the sale was not noticed – Wrote to Mr Bicknell, and to Lord Auckland in explanation of this circumstance.

Received from Mr Crawhall Bills on Maltby & Co for Lead sold to that House; made the Bills payable to Ridley & Co – and sent them to be carried by them to account.

Received Mr Walton's acknowledgement of the 1146½ oz of silver, and requested that the amount £298.11.4 should be paid to my account at Ridley & Co – on the 1st of March.

Sent a small Cake of Silver, 273oz by Mr Martin to Newcastle, directing him to offer it for Cash at 5/2½ and if he could so sell it, to pay the amount into my Bank Acct, if not to offer it to Mr Walton, at the usual credit.

Wrote to Mr Cookson that as the Lead Wharf Lease would expire on the 25th of March, I would endeavour to give him possession on that day, tho' I must retain the power of Keeping till May; & that if convenient to him, I would name the time of giving possession, as the time of paying the consideration money.

Rode to Fourstones Colliery, and the damage complained of by Mr Snowball, and found that a Wayleave was formed at the time of the Farm being let, and so known to the Tenant, that he had no claim on that account, but that small trespass had certainly been committed on his adjoining ground, and for these the Colliery Lessees are bound

to compensate. Neither of the parties holding the Colliery were to be found, but I requested that one of them would call on me as soon as convenient.

Informed Mr Cowing of Westwood Farm, that unless he brought me satisfactory security for his arrears of Rent, by Wednesday next, I should be compelled to distrain.

Informed Messrs Stott of the necessity of an immediate arrangement also.

Wrote to Mr Stephenson relative to the mode in which I could recommend the Commissioners to consent to the proposed embankment.

1 Feb 1833 William Hooper

Friday 1st February 1833

Wrote to the Board reporting on Mr Stephenson's petition etc.

Saw the Lessees of Fourstones Colliery who consented to an equitable compensation to Mr Snowball.

Received the Draft Agreement for the sale of Wark Manor, from Mr Bicknell, read it over, and made the necessary explanation and corrections.

Received from Mr Wailes the receipt for last months retiring allowance, requesting I would remit him the amount, explaining that not anticipating the changes which had taken place, he had in his money arrangements calculated on the usual monthly receipt of Salary. Complied with this request by remitting him a cheque for £76.7.9. Saw Mr Wm Benson of Dilston New town South Farm, and gave him until next Wednesday to bring me sufficient security for all arrears to be paid in May next, and that unless he did so, I would distrain, and re-let the Farm. – The relatives of this young Man have ample means, and there is an evident attempt to over reach the Hospital.

Heard from Mr. Cookson expressing his readiness to accede to my terms, and that he would give me a cheque for the Lead Wharf, on my giving him possession. Obtained a Bill for £149.14.4 to remit to Mr. Tayloe in payment of his account for Salary &c for 1832 & sent it to Mr. LeGeyt with the receipt for signature.

2 Feb 1833 William Hooper

Saturday 2nd February 1833

Received the Arrears of Rent from Potts Tenant of Haydon Town Farm, and arranged that on his bringing Mr Stevenson to sign an Agreement for Rattenraw West Farm I could recommend him.

Accepted Mr Langhorn as tenant for East brokenheugh at the rent to have been given by Mr Soppitt deceased, he being the next responsible bidder, subject to the Board's approbation.

Mr Stott of Buteland brought me £80 of his arrear, upon which I promised him a little more time, for the remainder, but not longer than the Middle of April. I hold a Promissory note from Mr Leighton, a responsible person to pay £220 in May, and this with the value of the Threshing Machine will reduce the arrear to a very small sum.

4 Feb 1833 William Hooper

Monday 4th Feby 1833

Called upon the Tenant of Eastbrokenhaugh Farm to request the settlement of his arrears, and to inform him that I must forthwith distrain unless he came to some settlement – His arrear stands £189.6.8 and he quits at May, when there will be a years rent in addition, £352; and the value of his Way-going Crop will be perhaps £300 – Having heard his statement, and calculated how far I might safely grant indulgence, I told him that if his Son would join him. In giving me a promissory note for £189.6.8 payable £100 on the 31st March, and £89.6.8 on the 12th May, I would give him that time, upon the clear understanding that if the £100 was not paid when due, I should immediately distrain for the arrears, including the November rent.-

Received a letter from Mr Crawhall transmitting a Resolution of the Committee of Directors of the Carlisle Railway Company, acceding to my request relative to the compensation of the Hospital Tenantry, and appointing Mr Benj[amin] Johnson to assess the value of Land and damages.

Rode to Whitechapel Farm, and inspected the several fields requiring fencing and draining and examined into the several repairs and Buildings desired by the Tenant. Called at Lipwood and Lipwoodwell on returning and examined these farms also.

5 Feb 1833 William Hooper

Tuesday 5th Feby 1833

Reported to the Board the Resolution of the Carlisle Railway Committee, relative to compensating the Tenants.

Reported to the Board the delay necessary previous to forwarding the Annual Estimates, to enable me to inspect the several farms, and examine as to the propriety of the several works applied for; and requesting discretionary power to order what may be more immediately wanted, including them afterwards in the estimates, with a notation of their being done, and the reasons for the same. Also stating my opinion that as regards repairs of Buildings, the present system of sending The Builder and Mason to prepare Estimates is extremely objectionable, and has a tendency very much to increase the expense. Upon the more vigilant system to be in future observed, I should recommend such Works to be authorized under the more rough and uncertain Estimate of the Receiver's own judgement, directing him to have them executed in the cheapest and best manner he can, which in the majority of cases, will be principally by Day-labour, and the purchase of material.

If new Buildings are required there should be a specification prepared and, under the Board's sanction, the work submitted to competition by obtaining proposals, which should be sent to the Board, accompanied by a report from the Receiver.

6 Feb 1833 William Hooper

Wednesday 6th Feby 1833

Rode out with Mr Lambert and inspected Rattenraw East Farm, Grindon Hill Farm, Grindon farm and Beaumwham Farm, and minutely examined into the wants and applications of the several Tenants – I would here observe the impolicy of the system practised in regard to the Fences, and which ought immediately to be altered. If a new fence be ordered, the Hospital is at the expense of hoeing and stubbing out the old fence, then obtaining and planting the young quicks, and railing them off if necessary, and then keeping them in repair for seven years, when they fall upon the Tenant;- Consequently the Tenant has a direct interest in neglecting very old fences, and rendering new ones necessary, to be clear of expenditure – In all such cases it appears to me only proper that the Tenant should stub out the old, and keep the new fence in repair, from its completion, and I am persuaded that such a regulation would be only just, and be productive of great saving in this head of Expenditure.

It has been an object of anxious consideration with me to devise some mode by which. The Board might be enabled to exercise a just control over the expenditure in all such works as have hitherto been included in periodical estimates. – It is impossible for the Board to form any judgement of such Estimates in detail, and beyond the total amount upon each Estate, and the gross amount of the whole, the Board can gain little information from the estimates, and must of necessity defer to the recommendation of the Receiver.

It appears to me that considering the magnitude of this interesting property, the annual expenditure [upon the whole], should average nearly the same under each head of Hedging, Draining, Fencing, Building, and Repairs in every year; and that after a little experience, it might be easily determined as to what percentage upon the gross rental would be sufficient for each, and consequently how much per cent would cover the whole. If this were determined, the Receiver should be prohibited from exceeding such limits upon the whole, leaving to him a discretion, [which must be so left], for its application in detail; but as a wholesome check upon him, as a record of the real value of each Estate, and as a ready means of affording the Board information, the Rental Book of each year should have an additional column, in which should be inserted against each farm, the actual amount of expenses incurred upon that farm in the year previous – thus making the Rentals a record of the Nett as well as the Gross revenue, excepting the expenses of the Receiver's Office. The Tenant of East Rattenraw is £100 in arrears, and he is very pressing for the Hospital to incur considerable expenditure in conveying Water to his Homestead, and in Draining etc., but I told him that whatever I might be disposed to recommend hereafter, I could do nothing until his arrear was paid off; as I held it a principle not to ask the Commissioners to expend one shilling in improvements for a Tenant in arrear of rent: and this principle I recommend to the Board's attention.

On my return I found Mr Benson of Fallowfield, the father of the Tenant of Dilston New Town South Farm, who had before refused to assist his Son, in the expectation that we should not press for a settlement. He said he came at the request of his Son, who had informed him of my intention to re-let the farm, to say I might depend on receiving all the rent, as he would be answerable, but that the young Man required time. I told him that if he, the father, would give me a Bill for the amount, I had no objection to reasonable time, but I could accept no other terms – He asked three years, but my idea of reasonable time was much more limited, and I at once told him that the utmost limit of indulgence I felt justified in granting was to accept his Bill for £400 – one half payable on the 31st of March, the other half on the 12th of May next. After much demurring, he consented to this, and I immediately obtained the Bill. I then called his attention to an arrear outstanding against himself as the former Tenant of Westwood farm of £80.10.0, but to my surprize and mortification I found he had just claims against the Hospital for a much larger amount; the Receiver having purchased of him two thrashing Machines, one at Highwood, the other at Westwood, which were

valued by two persons, one appointed by the Receivers the other by Mr Benson, at £101.14.4; and the Receivers at the same time covenanted with the present Tenants of Highwood and Westwood to furnish the Farms with these Machines at the expense of the Hospital. Mr Benson also claims £15 for the carriage of his Way-going Crop, the covenants of his lease, requiring that the In-coming tenant should carry the Way-going crop of the former Tenant – but on the re-letting the Farm, there was no such covenant, and the expense falls on the Hospital – On reference I find several other such cases which the Hospital has been obliged to pay – Mr Benson has also a claim for a years rent of ground taken for the Hexham Road £23.3.0 and two years rent for a Cottage made a Toll-Bar, £8.0.0 – these sums I shall immediately call upon the Trustees for. I promised Mr Benson that I would forthwith enquire into all his claims, and that they should be settled by the end of this month. – I discover no less than eight Thrashing Machines which have been similarly bought by the Receivers, and still remaining unsettled for, the parties standing apparently in arrear of rent. The purchase of these Machines is an improvident waste of the Hospital funds, and while I regret the necessity of recording these facts, I can give no adequate idea of the regret and mortification it gives me to discover the dissatisfaction occasioned, and the positive disrepute in which the Board is held (for the delay is attributed wholly to the Commissioners) from the non-settlement of these claims. The amount due for Thrashing Machines which I have already traced is £457.3.7., and I must request of the Board to give me discretionary authority to make the best settlement I can of all these, and similar cases, that there may be neither disputes nor claims outstanding.

I found Mr Cowing of Westwood also at Haydon Bridge on my return, who brought Mr Pattinson of Hexham to arrange for the settlement of his arrears, but all his proposals were so unsatisfactory that I was compelled to decline them. He then named Mr Fra[nci]s Bones of Leamington as a person willing to join in security, and I finally consented to let him know on Friday if I could accept him, and to give him until Tuesday to bring him, or some one else that might be satisfactory to me.

7 Feb 1833 William Hooper

Thursday 7th Feby 1833

Examined with Mr Turnbull the person who applied for permission to carry a drain across the Hospital Premises called the Anchor Inn, into a conduit emptying into the river, the nature of his request, and finding that it might be safely and properly granted, I consented to his leading his drain as requested, on the condition that he should immediately make good or compensate the Hospital for any damage which might now or hereafter be sustained in consequence of granting this indulgence, and this condition I required him to acknowledge in writing, tho' I cannot anticipate the possibility of such an occurrence.

Rode to Allerwash Town Farm, and accompanied by the new and old tenants rode over and minutely inspected every part of the farm, which is in a very neglected state, the stone fences are in ruinous condition, scarcely a gate hanging, and the tenant, not satisfied with this, disposed to dispute the amount of his Way going Crop, and to take land for tillage. Which is out of the usual course – he was at first disposed to be very restive, but having brought him to his covenants and convinced him I was right, I told him I would firmly resist any departure from what I had laid down; and he was obliged to admit that his only hardship was that of not being allowed to do that which the Bailiff had been in the frequent habit of allowing – it is too evident that this is the fact, and that the Way-going tenant has been allowed to take more than he might, and the In-coming tenant has consented, first not to offend the Bailiff, and secondly in expectation of the same indulgence.

After inspecting the House, and Farm Buildings, I rode to Allerwash Mill and inspected it, and then to Allerwash West Farm just re-let to Mr Watson, who has already occupied it for two terms of 21 years. I have not yet met a Tenant having higher claims on the Hospital's consideration than this man, who notwithstanding a ruinous rent, as is evidenced by the fact that the highest of the late biddings was himself at £260, being £143 lower than former terms, as well as by the old man's solemn assurance to me that he lost £1500 in the last twelve years, held on his lease to the last and never has been one penny in arrear; while his farm and farm buildings are all in the most creditable state. From the enquiries I have made I find Mr Watson and his Son are reputed as among the best farmers in the neighbourhood, and his keeping on the farm, at the former rent, has been the surprize of every body – He might have surrendered six or eight years ago, with the almost certainty of retaking it £100 a year cheaper, and his not doing so gives him a claim in my estimation.

Gave the tenant of Whitechapel Farm leave to pare, burn, and plough out about twenty acres of the North part of Thorngrifton allotment, covenanted to be kept in Grass, on condition of his sowing seeds and laying it down to grass again this year, and that no corn should be grown thereon. The grass is become very rank, and I satisfied myself that it was equally the interest of Lord and tenant that this should be done.

8 Feb 1833 William Hooper

Friday 8th February 1833

Mr Cowing of Westwood came to me according to appointment, when I informed him that if he could bring me £100 in Cash on Tuesday next, I would accept Mr Bone's Bill for the £213 in May, but I could not do more than this. I had intermediately satisfied myself that this precaution was a necessary act of prudence, and I am convinced that

Mr Cowing will be unable to continue in the farm – Arrears with him will always be dangerous.

Answered a letter from Mr Bicknell relative to receipts of Modus of tithes etc which Mr Clayton requires to complete Mr Cookson's purchase. I had previously furnished Mr Clayton with all he required from the office at Newcastle.

Wrote to Mr Weatherly relative to his application for the office of Bailiff.

Mr Lambert of Elrington East Farm called on me by appointment relative to his arrears, which I informed him it was absolutely necessary he should arrange for, or I must take measures to secure it – this is another case in which the Hospital will suffer loss without much caution and vigilance.

Received from Mr Jay the letter of the Rector of Wark of the 25th June 1819, applying for the small close reserved near his Glebe, and also the Board Minute of the 10th July following allowing him to rent it for one year on paying an acknowledgement of 5/- The Board will observe by the Rector's letter that his application rests merely upon the desire to have grass enough to keep a Horse and Cow, which he states to be his utmost wish, but the fact is that this Close has been for several years sublet by him, and he has never paid any acknowledgement. I request the Board's Instruction on his. The Close consists of between four and five Acres, and may be valued at about ten pounds per annum – it is now let with the Glebe land.

9 Feb 1833 William Hooper

Saturday 9th February 1833

Rode to Woodhall Farm to meet the old and new tenants, and with them inspected the farm, and found that Mr Pigg had ploughed out and actually sown Corn in 63 Acres, whereas his covenants only allow of 44 for the Way-going Crop – He insisted upon his right on the plea that the former tenant had been so allowed, and the Bailiff told him he might do as he liked – I was very firm, and he very abusive, but it is ruinous to the property to allow of these inroads, which no other Landlords would hear of for an instant; nor would any in-coming tenant allow of it, unless compensated by still greater indulgences to the injury of the Hospital. Examined the several improvements the new tenant wished, and noted them for consideration. Went to Woodhall Mill and inspected it, and accompanied the Miller to see the land he wishes to have drained, and examined the repairs needed. – With respect to the Land which Mr Pigg has ploughed and sown more than he ought at Woodhall, in consideration of the manner in which these abuses have been allowed, and the temptation for the tenant to go wrong, I would require the incoming tenant to compensate him for all the expense incurred, which is so much

saved to the other; but after fair warning is given for making them to adhere to covenants, if a Man sows more than he ought it should be at his entire loss.

11 Feb 1833 William Hooper

Monday 11th February 1833

Met Mr Sample at Hexham by appointment at nine o'clock, and rode with him to Dilston to examine the state of the Mill and Grounds which have been re-let to Mr Rochester, who also met us there. Examined the whole of the Machinery, and promised him that I would recommend such repairs as seemed necessary, on the condition that he covenanted to keep the Machinery in repair during his lease, and so leave it, at the end – This is the general practice adopted in letting Water Corn Mills, and altho' the Hospital has hitherto borne all the expense, I would recommend the future adoption of the general system. – There has been a mistake in the quantity of land advertised for this farm, the whole quantity taken off for the Railway not having been deducted, and Mr Rochester claims an annual compensation for the difference – I have ordered it to be measured, and soon as I am satisfied on the matter will propose some arrangement for the perfect settlement of this before Mr Rochester takes possession; and the Hospital will have a claim on the Railway for the annual compensation to have been made Mrs Armstrong for the unexpired portion of the Lease. This is the Woman to whom I have alluded in my Journal of the 26th Ult., and I found to-day that with the active assistance of Mr Benson of Demesne Haugh Farm she has thrashed out all her Corn, and removed it, and that there remained literally nothing on the property but three Cows, and two Horses; with about a fodder of Lead on its way to Newcastle belonging to the London Lead Compy.

I consider the Hospital to have been treated badly in this attempt to over-reach the Commissioners, and the impulse of my own mind was immediately to take possession and secure what I could, which would have been about thirty pounds, but Mr Sample so strongly urged me to desist, on the plea that I should by such an act inevitably throw the woman and her family upon the Parish, that the smallness of the sum would be such as to make me afterwards regret it, and in short said so much, that I have desisted, and as I honestly believe with prejudice to the Hospital – but I am anxious to proceed cautiously in effecting a better system, and prefer losing even £30 to gain experience, than by any violent act to excite apprehension amongst the tenantry.

Walked around the banks of the Tyne and Devils-water on the Dilston Estate, and through the Widehaugh and Devils-water plantations to examine into the embankments which have been already made, and what is still required, to protect this property from floods. In this examination I was quite satisfied of the necessity of immediately proceeding with heightening that part of the embankment proposed in

the Estimate submitted to the Board in November last; a portion of the Bank of the Tyne requires sloping, and the S.W. point of the Devils-water should be rounded off and sloped. A very trifling expense will effect these objects now, but if neglected the banks will be so broken away as to endanger the embankment. It also appears to me adviseable to take down several trees growing close to the embankment, which they loosen the earth of, in every gale of wind, rendering of course so much more liable to breaches from the violence of heavy floods.

On my return to Hexham, I called on Mr Ruddock Clerk to the Hexham Road Trustees, to press the hospital's claim for the monies expended in fences, and in compensating the Tenantry. Mr R. shewed me the minutes of the last Trust meeting which was most evasive and unsatisfactory, and evidently intended merely to avoid a settlement. I therefore told Mr Ruddock that while the Commissioners of Greenwich Hospital were most anxious to meet the Trustees in a spirit of fairness and liberality, they could no longer submit to be imposed upon, and that unless the Trustees consented to some satisfactory measures for repayment I was instructed to take such steps as the interests of the Hospital might require. He then stated that the sums paid for the fences were much larger than those paid by the Trustees, who had limited the charge for fencing to 6/- per rood, whereas it had cost many others of the proprietors of lands 8/- & 9/- a rood, in order to have better fences than those provided by the Trustees.

Upon this point I said I felt quite sure the Commissioners of Greenwich Hospital were open to consideration, that I would ascertain the quantity of fence made, and its character, and if it should appear that to secure better fences a little additional expense had been incurred, they would be ready to look liberally at it; but the principle I contended for was, that a certain sum, as it now appeared to me £1423, but perhaps subject to some abatement, had been paid by the Hospital, which ought to have been paid by the Trustees, as current expenditure; - and that a further sum of £277.19.0 already paid, and £43.1.0 to be paid, together £321 for compensation to Tenants for loss of land, ought in common justice to have been long since paid by the Trustees; - and that it was now equally the duty of the Trustees to propose, as it was the Duty of the Commissioners of Greenwich Hospital to require, the repayment of these sums by such monthly instalments as the former could propose without embarrassment to the Trust, and as the latter might be justified in acceding to. I added that the Commissioners were determined to have a settlement, but that it would be much more gratifying to receive from the Trustees a proposal which they might be justified in acceding to, than to adopt any other mode of doing justice to the Hospital; and I finally arranged with Mr Ruddock that I would again see him before their next meeting, the 12th of March, having previously obtained further information about the fences, and state what I might consider would be satisfactory to the Hospital, when he thought the Trustees would make a proposal on the subject.

Saw the Tenants of East Deanraw, Allerwash west, and Rattenraw West Farms on my return, and they severally signed agreements for their covenants.

Wrote to Mr Hodgson of Melmerby proposing to meet him on any convenient day in next week at Alston to settle with him respecting the House at Lowbyer.

Wrote to the Clerks of the Alston Trust, acceding to the proposal of £60 a month to be paid to the Receiver at Hexham.

12 Feb 1833 William Hooper

Tuesday 12th February 1833

Received a letter from Mr Weatherly stating that having four apprentices to instruct in the business of surveying, he could not accept the situation of Bailiff, if it required him to reside from Belford, or to give up his other avocations. An application from Mr John Bourne, who has served his time with Mr W. accompanied the refusal, and Mr Weatherly states him to be well qualified.

Accompanied Mr Armstrong to look at a Bridle-road leading through some of Mr Tweddel's grounds, and the Hospital's woods, to Threepwood and Elrington, and as the new Road is nearly as convenient to the Tenants, Mr Armstrong wished on the part of Mr Tweddell that the Hospital would join with him in shutting it up, to the improvement of the property of both. The proposition seemed a reasonable one, but I told Mr Armstrong that I could offer no opinion until I was better informed as to its effects upon the Elrington Tenants.

13 Feb 1833 William Hooper

Wednesday 13th Feby 1833

Rode to Elrington Hall Farm by the Bridle road which Mr Armstrong had called my attention to, it passes through a large portion of Dinnetly Wood, and is likely to cause some damage by trespass. On enquiry of our tenants, I found they only use the road for their light carts going for Lime to the Kiln near Langley Castle, the road is so bad that with a laden Cart they do not attempt it; nor do they ever think of riding that way, since the new road has been made. It being only a Bridle-road, the Carts passing is clearly a trespass, and it would certainly be a great benefit to Mr Tweddell and the Hospital to confine it to a footpath, but the tenants of both the Elrington farms offered many objections to doing so, and I should desire a better knowledge of the Country before I recommended the measure.

Having examined Elrington Hall Farm, I rode to Elrington East Farm and went over it with Mr Lambert, whom I again pressed on the subject of his arrears, he had made no effort to raise money, and I told him that I could not forbear much longer; he has relatives able to assist him, but they calculate on the lenity of the Hospital – the farm is over-rented, and I am quite sure he meditates giving it up, and will pay no more rent than he is forced.

Mr Cowing of Westwood failed in coming to me yesterday, and this morning I received a letter from him promising to bring £100 next Tuesday, and security for the remainder – these evasions are trying, but I will wait the week, and no longer.

14 Feb 1833 William Hooper

Thursday 14th February 1833

Saw the old & new tenants of Haydon Town Farm to settle the amount of Way-going crop etc., the former having wholly disregarded his covenants, and ploughed more land than he ought to have had in tillage, besides going out of his proper course of husbandry – but I told both what I required and would insist upon, and gave them to Monday next to settle the matter, and if not then done, I would rigidly enforce the covenants.

Reported fully to the Board as to the measures I had adopted with the Clerks and Bailiffs, and requesting authority for the gratuities and Pensions: also reported on the several Candidates for the office of Bailiff upon the new Establishments. Conferred with the Inspector of Woods as to what timber it might be proper to offer for sale this Spring, and also as to the several Woods in which he would recommend Weedings.

Proceeded in the evening to Newcastle.

15 Feb 1833 William Hooper

Friday 15th February 1833

Had a long interview with Mr Fenwick, and conferred with him as to the several tenants in Arrears, agreeing with him as to the measures to be pursued to preserve the interests of the Hospital, without creating alarm. – Saw Mr Bell the late Bailiff of the Hartburngrange District, and gave him positive directions for the immediate settlement of the dispute between Wardle and Lenox, adding that if it was not arranged by this

day month, I would certainly pay Wardle the £45, and charge it as an imprest against his retiring allowance.

Met Mr Leadbitter the Solicitor to the Duke of Northumberland, and informed him that since making the proposal I was before instructed to do, I had discovered the Hospital's claim to the tolls of Bellingham fairs, commonly called Hareshaw tolls, and also that the Hospital possessed a close of five acres at Wark, which I should desire to add to the purchase for a fair consideration – Mr L. offered no objection to the latter, but thought the tolls were properly manorial rights – I contended, however, that they had been severed, and purchased separately by the Hospital for £130, and unless that sum was added to the Purchase money they must be still reserved, and to set the matter at rest, I would propose to include both the tolls and the Close for the addition of £450 to the consideration money, but on no other terms: and he promised immediately to communicate with the Duke through Sir David Smith, and give me an answer. – After some demurring about the reservations, he seemed to agree to the excluding from the sale the Manors etc. enumerated, but wished to expunge the precautionary clause of 'or any and all other lands etc. within the Barony, of which the Hospital may now stand possessed etc.' – upon the ground that it might in some distant future day lead to disputes – but I told him, that while I believed that by the addition of Thorngraston and Grindon, which I had put in the list, all that we did possess was included, yet as it was possible we might have some other property <returning?> into the Manor, I must insist upon the clause standing in its fullest and most comprehensive sense. – Upon this understanding we parted, and I wait to hear from him.

Examined all the Books and Papers which the Clerks had assorted and arranged, and packed, several boxes for London, and others for Hexham. – Arranged with Mr Rewcastle to join me at Haydon Bridge on Monday to bring up the Books of last year, and gave Mr Martin directions to expedite the delivery of the Lead sold to Messrs Walker. In the evening returned to Haydon Bridge.

16 Feb 1833 William Hooper

Saturday 16th February 1833

I omitted to mention yesterday having ordered £1000 to be paid to the credit of the Commissioners at the Bank of England, on the 23rd instant.

Mr Sample brought me the measurement of the fences in the Coastley and Dilston Districts for the Hexham Roads, by which it would appear that the cost to the Hospital has been about 20s/ a rood, more than double the cost to any other proprietor, altho' Mr Ruddock told me that some of them were better than ours: I have a further account

to get of the Langley District to enable me to judge fairly on the matter. I also obtained from Mr Sample the correct measurement of Dilston Mill Ground, which is three Acres less than was advertised, and I wrote to Mr Rochester to meet me to come to some agreement on this, as well as on obtaining from him some consideration to take the Way-going Crop, and for him to sow the seeds wanting to secure it.

Saw the Tenants of West-Mill-Hills, Allerwash Town, and Tofts Farms respecting repairs and Drains, and consented to commence some draining that it was necessary to proceed with immediately. The Tenant of Woodhall Mill came to me according to promise to state the time he would be enabled to pay up his arrear of £38.10.0, and I consented to allow him five weeks from this day.

The tenant of Allerwash Mill also came to me to claim the Board's indulgence from his being too high rented, and from his having suffered loss by the repair of the Hill having kept him six months out of work. – He is £23 in arrear, and his aim was to have this arrear rescinded, but I told him that I could not listen to his application until he was free of all arrear, but after he had paid up all his rent, I would submit anything that was just and reasonable to the Board. – I believe the rent to be more than he can continue to pay. Heard from Mr Hodgson agreeing to meet me at Alston on Friday next.

18 Feb 1833 William Hooper

Monday 18th February 1833

Reported to the Board on the several lots of Wood which it might be desirable to sell this year, requesting authority to offer them by Public Auction, and suggesting that the conditions of sale should be made to require a deposit of five per cent on the day of sale, and payment for the remainder within one month, with the option of twelve months credit on giving satisfactory security, and five per cent Interest. The reasons for recommending this alteration are, first that the Deposit is a guarantee for the purchase, without the necessity of immediately requiring the execution of Bonds, and secondly there is a strong inducement for the parties to pay ready money, which is always desirable in the Hospital's commercial transactions, while if they should avail themselves of the option, which I propose to prevent prejudice to the sale, the Hospital has a just right to be particular in obtaining satisfactory security.

Rode to West Lands end Farm, and inspected the several improvements required by the Tenant – Some draining which it is important to proceed with, I promised to take into consideration immediately, and also some trifling repairs to his dwelling house. – Rode from thence to Lees Farm, the Tenant of which is £94 in arrear – This farm is suffering injury from want of a proper road and fence leading up to the Homestead,

and the Dwelling House is old and indifferent, but the present tenant is evidently meditating the surrender of his Lease, and he seems in that state of poverty that the sooner I believe the better.

On my return I found Mr Rochester, the new tenant of Dilston Mill, and after much discussion, I arranged with him to recommend the reduction of £7 a year from his rent, until such time as the three acres of Slopes were restored to him by the Railway Company, when he is to revert to the higher rent. – I also promised him that if he would make me a liberal offer for the Way-going Crop, he sowing what is wanting, I would recommend its acceptance to the Board, and I would secure the Grass etc. to him by giving him power to distrain, if any cattle was put into it.

19 Feb 1833 William Hooper

Tuesday 19th February 1833

Wrote to Mr Spencer, in reply to a letter I received from him stating he could not come to terms with Mr Stott of Buteland Farm, that I could not interfere further than I had done, and I could only recommend his acceding to the proposal which Mr Stott made at my request. Mr Spencer's aim is to make the Hospital a party in the expense of satisfying Mr Stott for what Mr Spencer alone will reap benefit from.

Received a letter from Mr Weatherly stating that he had just been informed that there was to be a distinct Bailiff for the Northern District, and requesting to be retained on his present terms. Informed him that I believed there was no such intention, and that I hoped to visit Belford in the second week of March, and would then finally arrange with him.

The Tenants of Haydon Town Farm came to me with the arrangements they had entered into, as to the away-going Crop, and the Land to be ploughed etc., and which upon examination I agreed to.

A Man of the name of Elliot applied to me for payment of a Bill for Work and Machinery at Dilston Mill, amounting to £21, done in 1831, for Geo Armstrong the deceased tenant. He admitted that the whole was ordered by the Tenant, and that he looked to him for payment till he died, and that he knew the Works done for the Hospital were ordered by the Bailiff, but the Tenant expected to have had it allowed, and he considered he had a right to demand payment of the Hospital, as the work was in the Hospital Mill. I told him that the Hospital had already suffered great loss on this tenancy, and I could on no account consent to pay any part of his Bill – He said such a thing had never been heard of, the Hospital had always paid such, and must do it; but

he found me firm, and after being very abusive, he told me that he would remove the whole of it from the Mills. Convinced that the Widow Armstrong would allow him to do so, and that the property of the Hospital would suffer serious injury, unless I took some active measure of precaution, I determined on immediately taking possession, and I dispatched Mr Rewcastle to do so, instructing him to give the Woman free passage for her little furniture, and ten pounds to carry her off, if she will at once leave the Premises, and enable me to make terms with the New Tenant – but the whole tenor of this transaction is a wretched specimen of the manner in which the Hospital is cheated.

If I had followed my own judgment a week ago, I should have gotten rid of the Woman upon easier terms.

20 Feb 1833 William Hooper

Wednesday 20th Feby. 1833

Having heard nothing of Mr Cowing of Westwood, I wrote to Mr Fenwick desiring him to pursue measures as I had arranged with him, and also instructed him as to some other Tenants. Mr Peacock the New Tenant of Lightbirks farm applied relative to the closes let to Mr Coats upon an annual tenancy, requesting that in the event of their coming into the Hospital possession, he might have the option of renting them. As these fields are immediately contiguous to Lightbirks I had no hesitation in promising him that whenever they became fairly at the Hospital's disposal, he should have the offer of them at an adequate rent.

Mr Rewcastle returned to me having failed in prevailing on Mrs Armstrong to quit the premises; she appeared disposed to be very troublesome, and to set us at defiance, threatening to remain not only until May, but afterwards if she was not suited, as she had received no notice to quit. I therefore directed Mr Rewcastle to take and hold possession, and let the woman know that I was determined to try with her which would be tired of hostilities first.

In the afternoon I proceeded to Alston, and on my arrival there had a long conference with Mr Dickenson, arranging the several matters requiring my attention, and making such appointments as to enable me to dispatch the whole before Saturday.

21 Feb 1833 William Hooper

Thursday 21st Feby. 1833

Received from Mr Bainbridge Sixty Pounds, as the first monthly Instalment from the Alston Road Trustees, and Mr Bainbridge also paid me £3.5.6 on account of the Governor & Co. for the Counsels opinion on the Game Case, submitted at that Company's request. Mr B. also gave me a Deputation for a Game-keeper on behalf of the London Lead Company, which I promised him to get signed by the Commissioners and returned to him. Inspected the House and field proposed for by Mr Hodgson, preparatory to meeting him on Friday, and found that the House stands in need of painting, and some repairs, particularly a new floor to one of the rooms; but that if I could detach the ground it would let for £13 a year. Went through the list of the several farms etc. with Mr Dickenson to ascertain what Improvements or Repairs were required, and afterwards rode with him to Coopers Dyke Heads and Fewsteads to examine the repairs necessary – Rode to the Blagill Mines to see the difficulty and indeed impossibility of complying with the Mining Regulation which prohibits the Waste or Dead Heaps being placed near a stream of Water – such a regulation must put an end to working several veins in this Burn, and I promised to suggest a modification of it.

Examined the Crow Coal Collieries formerly let at £7 a year, but now unlet, the poverty and distress at Alston rendering it impossible for the poor people who use this coal to pay anything for raising it. These Collieries are scattered over the manor, being merely a very narrow seam of inferior Coal containing much Sulphur, and only made useful for domestic purposes, by mixing with Clay into Fire-balls in the manner practised in South Wales. The parties who formerly rented them found it answer their purpose to do so, by letting the poor Miner work Coal for his own use, paying a small sum for the privilege of doing so – but latterly they have been unable to do so, and the Collieries are unlet, and consequently worked by anybody that has a mind to do so. I consider this objectionable and liable to abuse, tho' I believe it absolutely necessary to allow the really poor Miners to have the benefit of these Coals as the only means of their procuring firing at all, and on my return I consulted Mr Bainbridge on the practicability of getting the Select Vestry of the Manor to take them at a nominal rent, to employ paupers in working them, and to sell or give the Coals according to the circumstances of the parties: any profit or benefit resulting from them to be applied to the benefit of the poor of the Manor, and an account rendered to the Hospital once a year, shewing the actual amount of such profit; Mr Bainbridge considered the plan would be a very desirable one, calculated to do good to the Manor without any loss to the Hospital, and I desired him to propose it to the Select Vestry, and if they could undertake it, I would recommend the measure to the Board, adding that the more profit the Vestry could show upon the annual account, the greater inducement there would be for the Commissioners to continue the plan.

On going over the list of arrears with Mr Dickenson, I find three of the parties have gone to America, and a fourth has been dead some years: in all these cases there is not a single representative or relative to call upon, and amount, £71, is hopeless; - the sooner it is removed from the Books the better.

22 Feb 1833 William Hooper

Friday 22nd February 1833

Had a long conference with Mr Bainbridge on the objections urged by the Governor and Company to the new form of Mining Lease, and the Mining Regulations, and heard from him the several objections offered by other parties to these regulations, which operate prejudicially to the Hospital in creating suspicion and distrust. These objections were so often urged to me in the course of the day, and I heard so much as to the Mining Leases, that I shall take an early opportunity of submitting to the Board some observations and suggestions which have occurred to me on this subject.

Accompanied Mr Hodgson to inspect the House and Ground of the Assay-Master, and informed him that I could not consent to take less than Thirty pounds a year, on the condition of his paying all expenses for painting, repairs etc., but that I should be very willing to let him the House alone if he would undertake to paint and repair it, and keep, and deliver it up in good condition, for three years from the 12th May next, at £18 a year net. Rent: and after some demurring he accepted these terms; and I then let the Ground to Mr Stephens at £13. A year rent.

Messrs. Wilson and Crawhall of Rodderup Fell Mines again applied to me respecting the Mining Leases, of which they had two pairs charged at £20.8.0 each, a sum which they insisted upon they had no right to pay, as in the first place it had never been intimated to them that they would be called upon to do so, contrary to what had been the previous practice, and secondly because the amount of the charge is equal to a prohibition of parties seeking a Lease. I repeated the old story of the Commissioners regret at the circumstances, with a promise of reducing these expenses in future, and to arrive at a settlement of this unpleasant affair. I proposed to throw back five guineas upon each pair, if they would at once execute and pay me the remainder – they tried hard to divide the expense, but at length conceded the point, and I received £30.6.0, which I had before despaired of ever getting. The Rodderup Fell Company again pressed upon me to recommend to the Board the expedience of granting to them the reduction of Duty for the Rodderup Fell Mines for a definite period, or until such time as the produce of those mines shall have covered the losses sustained upon them. The ground upon which they rest this application is that these are some veins which cannot be worked to advantage without driving a very long, low, and expensive level; and the

Company hesitate to embark the capital necessary for this purpose of – after the heavy losses they may thereby sustain, they are to be subjected to the higher rate of duty the moment there is a return of profit upon the years transactions – there does appear some justice in the plea, but the subject will require much consideration, lest a door be opened, or precedent established, by the which other parties may ground similar claims, and we are brought into the dilemma of being forced to concede indulgences upon a more questionable case, or charged with partiality in our dealings. I believe upon the insulated merits of this case, it would be an act of wise polity to grant the indulgence, and that it would be beneficial to the revenue to do so, but upon general principles the case is more questionable, and I would recommend the consideration of the subject to stand over until I have an opportunity of conferring personally with Mr Taylor upon it. Messrs Jonathan & Jacob Walton, Lessees of the Dowgang Mines, who have three Leases of Mines granted to them, were also among those who refused to bear the expenses, upon the ground that no intimation had been given to them until 1831 of the regulation of the Commissioners and that immediately on their receiving such notice, they wrote to the Receivers expressing their determination not to pay such expenses – a copy of this letter was shewn to me, to which no answer was received, and the Leases sent to them for signature six months afterwards. They exhibited to me an account shewing that in the last twenty years these Mines had worked at a loss, and expressed a determination to resist the demand. I endeavoured to arrange with them as I had done with the Rodderup Fell Company, but this was impossible, and it was long before they offered me £20 for the three pairs, and bending to necessity I acceded to accept £30, which after a trying and disagreeable struggle I obtained. The many complaints and deputations which I this day received, coupled with the depressing state of the Manor, made me give the most encouraging assurances that while the Lead trade continues in its present depressed state, the Hospital would never require the parties to execute Leases if the expense was more than five guineas, but the Lessees might have Leases on paying for them. It is obvious that above all other cases, a mining-lease is only binding on the Landlord – for the Lessee may cease to work, and forfeit his lease any day he pleases.

There are four pair of Mining Leases prepared for Messrs. Jobling and Carrick of the Blagill Veins, done at their request, upon the express condition of the expense falling upon the Lessees, but on account of the heavy amount of charge they have refused to execute, and now of the two persons named in the Leases Mr Carrick is dead, and Mr Jobling has parted with his interest: but I considered this case so glaring that I told the Agent, the utmost sacrifice the Hospital could make would be five guineas on each pair of Leases, and that unless I was paid the remainder, the Commissioners would hold the Mines forfeited, and I should let them to other parties: nor could any consent for further trials be given to that company until these Leases were settled. A Meeting of the Company is convened for the 1st of March, and I directed Mr Dickenson to attend and require a settlement, and to inform the partners that I would readily see either of them at Haydon Bridge. I also saw Mr Cain of Crag Green Sun Vein who refused to

execute, and when I told him I must insist upon a settlement, he required time to consult his partner at Newcastle. – I gave him a fortnight, and as this case has some of the hardship of the Dowgang Leases, I shall be disposed to take one half to adjust the matter. –

Messrs. Jacob Walton and Robert Thomas Shaw again applied to me, and put a letter in my hands, praying for a reduction of duty upon the Brownley Hill Mines, and I told them that it would be my duty to submit their application to the Board, but that while I gave full credit to their exertions, skill, and industry which had enabled them to work at profit, I should be deceiving them if I held out the slightest encouragement to expect relief. – Upon general principles, I was bound to advise the Board against it. Had interviews with the several parties applying for leases for trials, granting those which seemed proper, and explaining the reasons of preference, to those whose applications were inadmissible in consequence.

23 Feb 1833 William Hooper

Saturday 23rd February 1833

In a Minute of the late Board of Directors, dated the 8th of February 1826, the Receivers were directed to carry into effect all the arrangements proposed by Mr Taylor, and among these, was the building of Receiving Houses for collecting the Duty ore, in three different parts of the Manor. Upon this order, without further reference to the Board, the Receivers agreed for the purchase of land necessary for the one at Nenthead, and also for that at Hudgill Burn, and built the Receiving Houses at an expence of more than twelve hundred pounds!, but up to this hour the land has never been conveyed to the Hospital, nor the consideration money paid, and one of the parties in particular, claimed interest upon the purchase-money. The lands in question belong to three distinct proprietors of the name of Dickenson, the cheapest of which was from Mr Thos. Dickenson the Moor-Master – the whole amounting to about £37. – Having consulted Mr Bainbridge as to the most inexpensive mode of obtaining a safe conveyance of the property, I instructed him to prepare an instrument which he considered would be effectual, and which several of the Tenants who have executed and paid for their Leases, applied to me claiming a return of the expenses, on the plea of these others remaining exempt from it. Under these circumstances, I see no other way of getting over the difficulty, than that of giving each of the refusing parties notice to quit – the terms expire in 1836, and the notice to quit can only be acted upon in 1834, and should the Hospital be obliged to let them for these two years at a few pounds less rent, which is not improbable, it will be a far less expensive and less objectionable evil, than refunding the Lease-money. I will be glad of the Board's instruction on this, recommending that I should be directed to serve the notice, so as to put an end to the claim of the other parties, and make the best terms I can for securing the tenancy of

these farms till 1836, when most of those in the Manor will be out of Lease. A deputation of Miners applied to me stating the inconvenience and loss they were sometimes liable to, and which also caused loss to the Hospital, by the necessity of their being obliged to allow veins to remain dormant and unworked for three months, in order to get rid of refractory or insolent partners, and requesting that regulations to obviate this necessity might be established, similar to what has been done by the Marquess of Cleveland. I asked to see these regulations, but a copy could not be obtained. One of the party however undertook to procure them, and give them to Mr Dickenson, who is to forward them to me, when I promised to give the subject consideration, and report it to the Board. Matthew Hetherington the Tenant of Lowbyer Inn applied to me, stating the losses he is now sustaining, from the total want of business, and that he believed it would be impossible for him to continue the Inn upon any terms. Upon a full explanation of his expenses and returns, there appeared too much truth in it, and I believe nothing but his excellent management could have kept him from ruin. I asked him, if he would feel disposed to try the House at Haydon Bridge, which he seemed much disposed to do, and it is my opinion that if such an arrangement can be made upon proper terms, it would be a very desirable one for the Hospital. Mr Dickenson of Spency Croft South Farm (the Moormaster) also applied for a reduction of rent, stating that he could not continue it upon the present rent, and that he would prefer submitting the farm to competition – I told him, I could not advise the Board to reduce the rent, or to advertise it at the period; but if he desired it, the farm could be advertised for a term in the Autumn to be entered upon in May 1834, and that I would have no objection to submit to the Board to lower his rent for the year commencing in May next, to the sum it might afterwards let for, should there be any reduction. I also agreed to his sister continuing to occupy Old Manor Farm for one year from May next, and that it should be advertised for a term with Spency Croft.

Returned to Haydon Bridge, and found that my decision at Dilston Mill had produced the desired effect, and that on Monday next, I was to have full and entire possession.

25 Feb 1833 William Hooper

Monday 25th February 1833

Possession of Dilston Mill having been given up to me, I proposed to the New Tenant, to place him at once in possession, to commence immediately with the necessary repairs of the Mill, the principle part of which was ordered in last years estimate, and to give him all the advantages of the Way-going Crop, on his paying the expenses I had incurred in obtaining possession immediately, and paying Eighty Pounds on the 22nd of November next: and after some demurring he signed an Agreement to this effect, and the matter was settled. We shall yet recover from the Railway Company the

amount of two years damage, and the residue of Armstrong's arrears should then be struck off.

Mr Reed, and Messrs. Atkinson, with Mr Storey the Bailiff, came to me by appointment to settle the outstanding claim for the ground purchased of them for the Road to Thorney burn Rectory, and after much discussion, and some angry feeling, they consented to accept the immediate settlement at £13.10 per Acre, and upon these terms I paid them, having distinctly noted in their receipts the specific purpose for which the money was so paid. The Hospital having now no interest in the property, these acknowledgements must be quite satisfactory without incurring further expense.

Mr Todd of East-brokenheugh, to whom I had found it necessary to desire Mr Fenwick to write, came to me and paid £20 promising that if I could stay proceedings he could make it up £100 by the 31st of March, and pay the remaining £89.6.8 by the 1st of May – I agreed to this, upon the understanding that the first failure would be met by distraint.

26 Feb 1833 William Hooper

Tuesday 26th February 1833

Had an application from Robson Lambert formerly Tenant of Dilston New Town North Farm for the amount of his Bill for leading <materials> in breaking up the Old Hexham Road, and attaching it to his farm – the amount of this Bill, £21. had already been paid by the Hospital in the disgraceful affair of Mr Geo Wailes Bailiff of the District, but Mr Lambert had never obtained it. It is a matter of question with me, whether the Hospital ought to have paid this money even once, for as it was for the Tenants advantage, I consider the Tenant was bound to assist in leading – but as the Hospital did pay it, there is a hardship in Mr Lambert not having it. These seemed some question as to Mr Shipley being connected with the transaction, and I told him that I would require an explanation from him, and as far as I had influence and power I would obtain justice for him from Mr Shipley, but that I could on no account consent to a second payment from the Hospital.

Rode to Hexham to make enquiries as to the proba[bi]lities of being able to fix the Office there, the scarcity of Houses fitted for the purpose rendering it necessary to avoid longer delay – I stated to Mr Ruddock and other what was likely to be required, and obtained a promise of information.

27 Feb 1833 William Hooper

Wednesday 27th Feby. 1833

Engaged in correspondence and accounts nearly the whole day. Rode to East Mill Hills, and examined the several repairs etc, required by the tenant, and promised to give consideration to such as seemed proper.

Received a letter from Mr Bainbridge stating that Mr Dickenson of Lovelady Shield had again refused to convey the Land on which the Receiving House at Hudgill Burn is built, unless the Hospital would pay him 5 per Cent interest for 7 years, in addition to the Purchase-money: but I immediately wrote to Mr Bainbridge to say that the long interval that had occurred, and which I so much regretted, had weighed with me to prevent my resisting the high value put upon the land in question, but rather than submit to the unreasonable extortion demanded, I would stand upon the Lord's privilege to erect buildings for Mining operations, and not pay one farthing for it. I hope this will bring the parties to reason.

1 Mar 1833 William Hooper

Friday 1st March 1833

Mr Todd the New Tenant of Allerwash Town Farm, again applied to me relative to the Works he required, and also demanded to have included in his Farm two Cottages which have always been let separately, but as I could not accede to any part of his demands, he again threatened me as he had often before done, to give up, and that he would not take possession. It became necessary for me to bring him to a decision, and I told him that I must require of him to sign his agreement, or surrender his farm before he left the room, and as he found me firm he chose the latter. The fact is that the Man has a farm of his own adjoining Allerwash Town Farm, and calculating upon the old system, he took this to get Stables, Kennels, Cart-Shed etc. built sufficient for the stock of both farms, and finding himself foiled in this, he has now given up. – I fear we shall now be obliged to take a considerably lower rent, but I am satisfied that I have acted rightly, and I am mainly guided by the Man's character.

Wrote to some parties whom I thought likely to treat for the farm, and engaged in the office the whole day.

2 Mar 1833 William Hooper

Saturday March 2nd 1833

Having received the Admiralty authority to let the Smelting Mills etc. wrote to Mr Geo. Lee of Threepwood who came to me, and arranged to convene his partners for Monday next to consider the terms I had proposed.

Rode to Lipwood to consider of the best means for effecting some repairs and Improvements to the Farm-buildings which are immediately necessary; and called at West Rattenraw farm on my return to meeting the Old and New Tenant, and arrange their differences, which I at length settled.

Sent to the Board for signature the proposal for the several farms, with an explanation of the alterations which have occurred. Finding that I could get no settlement with the Tenant of Whitley Mill and Ground, and the Tenant of Gairshield and Bagraw Farms, I determined on distraining on all three. Of the former we shall suffer loss, and my desire is to get possession to re-let at May: with the two others, I hope to get a secure arrangement, but if I cannot, it will be desirable to get rid of them also.

4 Mar 1833 William Hooper

Monday 4th March 1833

Having received certain information that Mr Lambert of Elrington East Farm was removing his stock etc. from the farm on Saturday, an event which I was so apprehensive of, that I wrote my suspicions to Mr Fenwick twice in last week; but having instructed Mr F. to proceed against this Tenant, I have hesitated to take it out of his hands lest I should do anything to prejudice his proceeding. In this dilemma I wrote again by the morning's post to acquaint Mr Fenwick of the necessity of immediate action, and sent one of the Woodmen to reconnoitre the Farm, and watch and trace the removal of any Stock. I have seen from the first that this Man's sole aim has been to go on as long as possible without paying anything, and then to cheat the Hospital all he can, and in this plan, Mr Lambert, his nephew, who has performed the duties of Bailiff, has been rendering him assistance; and I have now very strong reason to believe that some of his Cattle is removed to Elrington Hall Farm, where Lambert the Bailiff lives!!

Rode to Dilston Mill, and met there the Mill-wright to consult as to the best means of putting the Machinery in repair, which has been sadly injured. Also examined the trough and race by which the Water is conveyed to the Mill, the whole of which is in a most defective state, and losing more than half the Water on its passage from Mill-dam, to the Mill. I directed the Mill-wright to make me two distinct Estimates; one of those things which I considered necessary immediately and which will put the internal Machinery in tenantable condition, and another for the Trough and Water-course

which will require more consideration. Returned immediately to Haydon Bridge, in expectation of meeting the Hudgill Mill Company, but they had not arrived. Saw Mr Roddam and other partners in the Blagill Company's Mines, relative to the Mining-Leases, and upon which they urged exemption of payment from the parties in whose names they are made out being unable to execute; but I told them, as the Leases had been made out on the express undertaking of their being paid for by the Lessees, I could grant no terms beyond what I proposed at Alston, and if these were not acceded to, we should let the Mines to other parties. They at length offered me £40, but I would not concede further; and they left me, requesting a fortnight to consider, which I allowed them.

The tenant of Thornbrough High barns farms came to me respecting his arrears, which accumulated on Newton-hall farm. He has regularly paid his rent on his present farm, but he stands £340 in arrear, his payments having been carried to liquidate the debt at Newtonhall, which is now reduced to £160. – I believe him to be an honest Man, desirous of paying, and the only chance of his doing so, is to give him time, but that incurs risk, without security. I told him, therefore, that unless he could bring me satisfactory security for payment by instalments, I should be obliged to proceed, for he can only undertake to pay the £500, at the rate of £50 a year.

Mr Rewcastle returned having taken possession at all three places where I had given him authority to distrain, and the Tenant of Whitley Mill came to me shortly after, but it was quite evident that the poor man is wholly without the means of carrying on the Mill, and altho' the whole of his effects will not pay half his arrear, yet if he continues, there is no prospect of the Hospital ever getting anything; and I told him that unless he could bring me security, I must proceed to sell, but that if he would at once give up quiet possession, I would allow him to remove his Lodging-room furniture – It is better to let for half the present rent, and obtain it, then nominally to let for the higher rent, and get nothing. The Tenants of Gairshield and Bagraw Farms came to me to entreat an arrangement – The father and three sons are tenants of the two, and also of Mirehouse Farm, on which there is no arrear; and they have stock enough to pay the whole sum due; but to sell it would ruin them, and the Hospital would have all three farms upon its hands at May, with the certain loss of the half years rent, and the injury which exasperated Tenants might do the farms. Even, this, however, would be better than accumulating the arrear, and having heard all their means, and prospects of raising money, I told them that if they would bring me authority to receive the amount due to them from Mr Beaumont for Lead Carriage, £36, which will be paid in April, and if the Father, sons, and Grandson would join in a promissory note to pay on or before the 1st of May £150, I would release their stock, but on no other terms – and they left me to get the promise to pay me from Mr Beaumont's agents. It is heart aching work all this, but it is absolutely necessary to the Hospital, and more kind to the Tenants than allowing the accumulation of arrear, which is the first step to ruin.

5 Mar 1833 William Hooper

Tuesday 5th March 1833

Mr Fenwick having at length sent a person to distraint upon Elrington East Farm, possession was taken but nearly all the stock had been removed, and I fear we shall suffer heavy loss, but every day would make it worse, and it is essential to secure what we can, and get the farm out of such hands – the disgraceful conduct of Lambert the Bailiff in this affair, will render it imperative in me to submit to the Board to visit it by making no allowance on discharge to the Bailiff in this District – it may seem hard to visit Mr Coats for the sins of his Grandson, but it must be remembered that he is wholly responsible for his acts, and has received the salary several years to compensate for that responsibility; and this transaction is neither more or less than a family compact to rob the Hospital.

Rode to Langley Mills, and paid each Workman his wages for Smelting etc. during the past month, and took the occasion to inform them that we should have no occasion for their services after the presen parcels of ore were completed.

The Thorburns, Tenants of Gairshield and Bagraw, having brought me the order to receive the money due to them for Lead Carriage, and signed an undertaking to pay £150 by May, I gave them a release for their cattle, they paying the expenses confined to a few shillings only.

I signed the order to distraint on Westwood which Mr Fenwick sent me – we shall certainly have to proceed to sale, and get a surrender of that farm also, as the only chance of getting future rent, as well as for the recovery of the past. Mr Peacock to whom I had written respecting Allerwash Town Farm, came to me, in consequence of my letter expressing his willingness to take the farm for his eldest son, if he can get it on terms that will at all pay, and he left me to examine it, and then to make a proposal – The respectability of this person will strongly tempt me to recommend his offer, if at all adequate.

Mr Hunt the Candidate for the Bailiff's situation came to me by appointment, and after fully explaining to him what would be required and expected, with the amount of Salary etc., and closely questioning him on various points, I was sufficiently satisfied to be induced to take him upon trial, and I arranged for him to join me here on the 20th Inst., which is the earliest day he could conveniently do so.

Mr Lee informed me that Mr Wilson and his Partners would be ready to meet me tomorrow, Wednesday, morning to discuss the settlement of terms for the Ores etc. – From the tenor of Mr Taylor's report, and the unconditional authority of the Admiralty

letter, I shall be puzzled if they refuse to accede to my amendments, for I am most decidedly of opinion that unless they do so, Mr Lownds's is the better offer, and Mr Taylor's reasoning is in many respects upon wrong premises, especially as regards the Machinery which Mr Lownds contemplated adding for the manufacture of Red & White Lead.

6 Mar 1833 William Hooper

Wednesday 6th March 1833

Mr Peacock made a proposal of £500 a year for Allerwash Town Farm, but this is too low to recommend to the Board, and if we are driven to accede to a low rent it must be for one or two years only.

The Hudgill Mill Company met me by appointment, and after much discussion, consented to the following alterations in their proposal.

The premises to be demised to consist of only those Buildings immediately connected with the Mills, and the Cottage and ground occupied by Isaac Walton, the Agents' House, and Workmens cottages to be wholly reserved to the Hospital.

The Lessees to covenant to keep the whole of the Premises, Water wheels, and Water courses in good tenantable repair, and so to deliver them up: the Commissioners of Greenwich Hospital consenting to bear the expense of a new Water-wheel when required by the Lessees, provided such expense does not exceed One hundred and fifty pounds.

The Lessees to pay 3d. per Fodder in addition to the price proposed for the reducing coal, and as the Commissioners guarantee the supply of Coal and Coke upon these terms from the Colliery, the Lessees engage to obtain whatever may be required for the Mills from Subblick Colliery at these prices. The Commissioners of Greenwich Hospital are only to be required to deposit the Ores in the Receiving House nearest to the Mine from whence the Ore is received, they engage that there shall be no undue delay in bringing the Ores from the Mines to the Receiving House, and the Lessees undertake to remove the Ores of each Quarter within one month after the expiration of such quarter.

I was much surprized and disappointed to find that Messrs. Wilson were not aware of the Water-rent of £20 a year to Messrs. Ruddock, which I had before considered as fully known to them and provided for in their offer. They strongly objected to it on the ground that it was quite unnecessary, as with proper attention there is abundance of Water without it!! – On referring to the terms of agreement I found that it was only

necessary to give one full years notice before the 22nd of Novr. To surrender it, and I therefore conceded this point upon the understanding that the Water will be discontinued. The great bone of contention was the reduction of price for smelting the Lessees' Ores, which Mr Wilson began by saying he would never consent to, but to which I attach more importance than all the others, as offering the strongest and most unanswerable justification of the Commissioners against the outcry which I feel assured will be raised against the Hospital for putting the whole of the Mills into the hands of one Company.: nor can the interests of the Alston Lessees be too carefully guarded, for they need all our support, and upon this conviction I stood firm in putting it to issue and was at length relieved and gratified by the concession of reducing the proposed prices five per cent whenever the quantity of Ore exceeds One hundred Bings. In discussing the mode of regulating the price when the average is at intermediate parts of a pound, the Hudgill Company wished that the Ores should be paid for at the price fixed for £13 a Fodder, until Lead reached £14 or fell to £12; but on its again falling below £14 to revert to the price of £13 – I strongly objected to this as injurious to the Hospital, upon the grounds that £13 may be considered as very nearly a minimum price, and consequently to take no notice of the intermediate parts of a pound in the average price of Lead, but to take the even pound which is nearest to the standard, would on any price above £13 be a loss to the Hospital, and only advantageous on its falling below £13. My proposal was that £13 should be the standard price, until Lead reached £14 or £12; but on its reaching £14, the ores should be paid for at that rate, until the price again fell to £13 or reached £15, and so on; assuming a new standard as the average price of Lead reached any other even pound; but this the Hudgill Company objected to, and we finally agreed to regulate the price at every 10s/ rise or fall, by which neither party can either gain or lose much by any arrangement, as the average will very easily be found between 10s/ and the even pound. – I promised to draw up the heads of an Agreement or Lease so as to form Instructions for the Solicitor to prepare a legal instrument, and as it will require my personal explanation and inspection to secure the many important points of the Hospital's interests, it will be necessary to have it prepared by Mr Fenwick. After some discussion I was obliged to consent to bear one half the expense to secure the Instrument in our own possession. Any new machinery erected by the Lessees on the Premises, is to be left as the property of the Hospital. The determined average price of Lead in each quarter, to regulate the price of the Ores deposited in the Receiving Houses within the quarter.

There is a Lime Kiln at Langley built by the Hospital, the tenantry leading materials, for the accommodation of the tenants, and Messrs. Wilson desired the privilege of burning Lime for their use at the Mills: it was not that it would be any pecuniary advantage to them, but the Lime is of better quality – I told them that if the Commissioners could grant the indulgence they asked, without prejudice to the tenantry, or to any tenant of a Limekiln, I had no doubt of their doing so, but not

otherwise. Wrote to Mr Lownds and to Mr Jobling to inform them of the Board's decision.

7 Mar 1833 William Hooper

Thursday 7th March 1833

Received the Account of Stock found on Elrington and Westwood farms, which is very unsatisfactory in reference to the arrears; and I caused Bills for the sale to distributed in the neighbourhood. Rode to Hexham, and saw Mr Ruddock relative to the claims for fencing and for the sums paid to Tenants in compensation – it is evident enough that the Hospital has paid for the fences three times the amount that has been paid by the Trustees in other cases, but the heartless effrontery with which Mr Ruddock attempted to repudiate our claim, and to consider the Hospital as the benefitted party made it very difficult for me to keep my temper; but I did contrive to do so, and as the only chance of getting anything, I determined on limiting the Hospitals' claim to what was beyond dispute. I therefore told Mr Ruddock that he should receive a letter from me offering such terms to the Trustees as I felt sure every gentleman amongst them would feel bound to accede to. On my return I got out an exact statement of the account, and wrote the letter of which I shall send a copy to the Board with my Journal.

I omitted to mention that when I was at Langley Mills on Tuesday, I met Mr Jacob Walton of Alston, who had come there with a view of treating for a part of the Smelting Mills to smelt the Brownley Hill Ores, and I explained to him the many difficulties and objections which occurred to dividing the Buildings, the liability of disputes respecting the Water etc., the almost impossibility of disposing of the Duty ores by such an arrangement, and that under these difficulties the Commissioners were in treaty upon such terms as would protect the Lessees of Mines, and combine the greatest possible share of advantages to all parties. He however left me a written proposal, and on my return from Hexham to day I found another letter from him stating his conviction that all the precautions I had mentioned would not prevent the Lessees from being injured by a monopoly of the Mills, and that he saw no better way or raising competition than to let him have the portion he had applied for. I immediately wrote to him, and tried to answer his objections, at the same time informing him that, as I had anticipated when I saw him, the Commissioners had authorized me to accept the offers of Messrs. Wilson and Company, on the condition of their smelting the Lessees Ores upon terms stipulated for, and that these terms had been agreed to. Received an offer from Messrs. Robson for Allerwash Town Farm.

8 Mar 1833 William Hooper

Friday 8th March 1833

The Tenant of Shawhouse Farm came to me in consequence of a letter I wrote him, and requested to be allowed till Tuesday next to pay his arrears, and I consented on his promise to be punctual. Arranged with the Wood Inspector the form of notice, and several conditions relative to the sale of Wood, and fixed Tuesday the 23rd of April for holding it. At his suggestion, and concurring in what he said, I altered the conditions from taking 5 per cent interest if the party claims the option of a years credit, to paying 5 per cent discount if ready money be paid – it much come precisely to the same thing, and serves the same encouragement to pay ready money, but is put in a shape more likely to be agreeable to the purchasers, and consequently calculated to make the sale more attractive. Communicated to the Tenants of the Northern District my intention of holding the Rent Day at Belford on Tuesday the 16th of April, being the period usually selected; and arranged to pass the previous week in an inspection of the farms etc. of that District, and to settle up all outstanding claims, and disputes, of the Tenantry.

Arranged to meet the Tenants of Newlands and Whittonstall, on their farms, on Tuesday, Wednesday and Thursday next, and made appointments to be in Newcastle on Friday to settle some matters there.

Gave direction for proceeding with some fence on Harsondale Farm, which it was necessary to commence immediately.

The Tenant of Lees Farm came to me respecting his arrear, requesting that I would allow him a little further time, and being satisfied of his intentions, and that he had sufficient stock, I consented to allow him till May-day.