

17 Apr 1714 James Radcliffe to Richard Ridley

[Note: This indenture of lease was granted to a partnership of four – Richard Ridley, mayor of Newcastle, George Ledgard of Newcastle, George Robson of Ninebanks and Andrew Fenwick of Durham. On the same day Derwentwater granted another lease to the same partners. This lease was for Redgroaves at Nenthead. The Redgroaves lease was for an existing mine and vein; the Killop Edge one was for a new mine. Both leases were dated from 21 Dec 1713 and follow a standard form of words and conditions, evidently used on all Derwentwater mine leases on Alston Moor. Transcripts of both leases are in Dukesfield Documents. Spaces added to aid legibility.]

Cumberland

Leadmines In Killop Edge

Aprill : 17 : 1714

A Lease from the Right Honorable James Earle of Darwentwater to Richard Ridley Esq George Ledgard Esq Mr George Robson and Mr Andrew Fenwick for 21 years from the 21st December 1713 of those Leadmines at a place Called Killop Edge near Redgroaves att Nenthead in Aldston Moor

This Indenture Made the Seaventeenth day of April In the year of our Lord God One thousand Seaven hundred and Fourteen and in the Thirteenth year of the Reigne of our Sovereigne Lady Queen Ann over Great Britain Between the Right Honorable James Earle of Darwentwater Viscount Radcliffe and Langley and Baron of Tindale of the one part and Richard Ridley of the Town and County of Newcastle upon Tine Esqr and Mayor of the said Town George Ledgard of the said Town and County of Newcastle upon Tine Esqr George Robson of Nine Banks in the County of Northumberland Gentn and Andrew Fenwick of the City of Durham Gentn of the other part witnesseth That the said Earle of Darwentwater for and in Consideration of the rents Covenants and Agreements hereinafter reserved and Expressed and for diverse other good causes him thereunto moveing

Hath leased lett and to Farme Letten and by these presents doth Lease Lett and to Farme lett unto the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes all those Mines of Lead or other Oar and all mines of what kind so ever they be (Coalmines onely Excepted) as well opened as not Opened found or to be found att a Certaine place Comonly known by the name of Killop Edge near Redgroaves att Nenthead in Aldston Moor in the County of Cumberland So as the Ground hereby Granted Containe in Breadth no more than Forty yards on each side of the Maine veine of the said Mines and in Length no more than six hundred yards att each end of the First or founder shaft when fixed by the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Workemen Agents or assignes upon the said Maine veine and as the sd Veine shall Lineally extend

Together with free Liberty to digg and break up Earth and to work and get Lead or other Oar within all or any of the premises soe Limited and Bounded as aforesaid and also Ingress Egress and Regress through the Said Moor with any Sort of carriage for the Carrying away the Lead or other Oar that shall be gott in the said Mines and for the Carrying all such other things to and from the said Mines as shall be used in and about the working thereof and likewise full liberty to doe whatsoever is or shall be needfull for the winning and getting of Oar and for the Washing and Cleanseing thereof Together with liberty to Winn Stones Slates and Gravell Clay Limestone Peate Turff Ling and Hather for the Building and Covering of Houses Lodges or Sheddts for the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators Servants Workemen and Assignes to dwell in And for all other necessary uses of the said Works as has been Accustomed soe as such Houses Lodges and Sheddts be built and the said Liberties be used no otherwise Than upon the Waists and Commons and not upon any of the Grounds Severally inclosed or severally belonging to any Tenants or Lessees of the said Earle

To have and To hold the said Mines and all and Singular other the Liberties priviledges and premisses above in and by these presents Leased Lett and to Farme Letten or mentioned or informed Soe to be with their and every of their appurtenances and every part and parcell thereof (Except before Excepted) unto the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes from the twenty first day of December last past (this phrase inserted) from the day of the date hereof for and dureing and unto the full End and Terme of One and Twenty years from thenceforth next Ensueing fully to be Compleat and Ended

yielding paying reserveing and delivering Therefore from time to time and att all times dureing the said Terme unto the said Earle his Heires or assignes one full Fifth part (the whole into Five parts equally to be divided) Of all the Lead or other Oar which shall be gotten forth and out of all or any part of the said Leased premisses The same to be well Washed Cleansed and preserved as is herein after Expressed and the said Richard Ridley George Ledgard George Robson and Andrew Fenwick doe and each and every of them doth for him and themselves their and each and every of their Severall and respective Heires Executors and Administrators Covenant promise Grant and Agree to and with the said Earle his Heires and Assignes and to and with every of them by these presents in manner and Form following (that is to say) that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or Assignes shall and will from time to time and att all times dureing the said Terme before the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exectrs Admins or Assignes or any of them shall dispose of any part of the Said Oar Leave or Cause to be Left a part and by it selfe in good and Sufficient Bing Steads for the said Earle his Heires and Assigns One full Fifth part (the whole into Five parts equally to be divided) Of all the Lead or other Oar that shall from time to time be wrought and gotten forth and out of all or any part of the said Leased

premisses the Same to be well Washed and dressed and after the best Manner made fitt for Smelting and to be as good and pure Oar as that which shall be Carried away by the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Administs or Assignes or any of them

and also That from time to time and att all times till the Expiration or other Sooner determination of this Lease for the space of Two years next after the said Fifth part of the said Oar shall be laid by for the said Earle as aforesaid They the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admins and Assignes shall and will preserve and Safe keep the same in the said Bingsteads from all Imbeazelling or diminution of the said Oar and shall att the Expiration or other sooner determination of the said Lease Weigh and deliver or Cause to be Weighed and delivered to the said Earles Moor Master or to some other appointed by the said Earle for that purpose soe much Oar as shall be then due to the said Earle from the said Mines for his said Fifth part the said delivery to be in sumer and after giveing three months notice thereof to said Earles Moor Master and that att any time dureing the said Terme it shall be Lawfull for the said Earle his Heires and Assignes or any other person or persons who are or shall be authorised and appointed by any writeing under the Hand of the said Earle or his heires (or under the Hand of any other person empowered by him or them for that purpose) To take and Carry away the Said Oar for the use of the said Earle his Heires and Assignes and that if it shall happen the said Earles Fifth part of the Said Oar shall fall short or be anyway imbeazelled or diminished before the said Earle his heires or assignes (within the Space of Two years and before the Expiration or other sooner determination of this lease) shall think fit to remove the same That then and in such case the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administs and Assignes doe hereby Covenant Joyntly and severally for him and themselves their and each and every of their several respective Heires or Exects and Administs with the said Earle his Heires and Assignes that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Administs and Assignes or some or one of them shall and will answer and make full satisfaction for the same and if the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Administs or Assignes or any of them shall and doe refuse to make such satisfaction for the same That then it shall be lawfull for the said Earle his Heires or Assignes into the said Leased premisses or into any part thereof in the name of the whole to reenter and the same to Repossess and Enjoy as his and their former Estate anything herein Contained to the Contrary thereof in anywise notwithstanding and further alsoe that if they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or Assignes shall at any time dureing the said Terme Be desirous to sell his or their Shares of the said Oar That Then and in such Case the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or Assignes or any of them who shall be desireous to make such Sale as aforesaid shall and will before any such Sale be made first offer the same to the said

Earle his Heires or Assignes and that the said Earle his Heires and Assignes shall be preferred therein before any other person or persons whatsoever The said Earle his Heires or Assignes paying unto the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Admints or Assignes or such of them as shall soe Sell his or their shares of the said Oar such price or prices for the same as any other person or persons will really and bona fide give for the said Oar

and further that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators servants workmen and Assignes shall not for above the space of Twenty days (in the whole) in any One year dureing the said Terme discontinue workeing or using his or their best and Utmost Endeavours for the most effectual wining and workeing of the said mines and shall and will Constantly when the state of the said Mines will allow thereof Imploy therein att least Four men (Except on Sundays and other Holy days or in the Winter Season when by reason of Storms and badd weather They the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators Servants Workemen and Assignes are so hindered as that they cannot gett to worke the said mines) and that from and after such discontinuence of Workeing the said Mines for above the Space of Twenty day in any one year as aforesaid (Except as before Expressed) this present Indenture of Lease and the Terme of years then to come and unexpired shall Cease determine and be utterly void and of no Effect and that then and in such Case the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes shall within three months after such discontinuence from workeing the said Mines Surrender the said Lease unto the said Earle his Heires or Assignes or unto his or their Moor Master to be Cancelled and further that from thenceforth it shall also be lawfull for the said Earle his Heires or Assignes or his or their Moor Master into the said Leased premisses or any part thereof in the name of the whole to Reenter and the same to Repossess and Enjoy as his and their former Estate Anything in these presents Contained to the Contrary thereof in any wise notwithstanding and further alsoe that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes or some of them shall att the end of every week dureing the said Terme (if thereunto requested by the said Earle his Heires or Assignes or by his or their Moor Master) make give and deliver to him them or some of them soe requesting the same True faire and perfect Accounts in writeing of all such Bings Horse Loads Sack or Poaks of Lead or other Oar as in every preceeding week shall be taken and Carried from the said Mines and that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators servants Workemen and Assignes and every of them shall and will dureing the whole Continuance of the said Terme worke the said Mines fairly and Orderly and that it shall he lawfull for the Moor Master of the said Earle or any viewer or viewers or other Person or Persons skilfull in Mines and for that purpose appointed by the said Earle his Heires or Assignes att any time dureing the said Terme att his or their wills and pleasures to ride or discend into all or any of the

Pits or Shafts within the said hereby Leased premisses to view and inspect the Workeing of the said Mines and if the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes or any of them shall att anytime hereafter dureing the said Terme doe or Cause to be done any Wilfull Action whatsoever which may Apparently hazard or endanger the Loss or damage of the said Mines

and further that it shall be lawfull for the said Earle his Heires and Assignes or any of them att any time dureing the said Terme (if the same be Requested under the Hand of the said Earle or by his Order under the Hand of his Moor Master To have the free use and Liberty of any of the Water Courses drifts or Levells belonging to the said Leased premisses for the better wining and Workeing any other adjacent Mine or Mines belonging to the said Earle his Heires or Assignes Paying onely such recompence or satisfaction for the same as by persons equally Chosen for the purpose shall be thought reasonable and suiteable to the damage done and further also that the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints Stewards Servants and Assignes shall and will from time to time and att all times dureing the said Terme permitt and Suffer the Moor Master of the said Earle (or such other person or persons as the said Earle or his Heires shall by any writeing under his or their Hands Authorise and Appoint) To inspect and peruse All and every the Account Books and papers of accounts which the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators or Assignes or his their or any of their Steward or Stewards Servant or Servants shall from time to time dureing the said Terme keep for the placing and setting down of the Lead or other Oar which shall from time to time be wrought and Carried away from the said Mines and also that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Admints and Assignes or their Stewards or Book keepers who shall keep the said accounts shall and will once in every year dureing the said term (if thereunto requested) Compaire his and their accounts with the said Earles Moor Masters or Stewards accounts and Signe and Subscribe his or their Name or Names to the said Earles Moor Masters or Stewards book or Books containing True Copys of the weekly accounts which shall from time to time be delivered as aforesaid

and Lastly that they the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executors Administrators and Assignes shall and will att the End and Expiration or other Sooner determination of this present Indenture of Lease leave Two Shafts well Timbered and in good Order upon the foreheads of the said Mines and shall and will alsoe then deliver up the quiett and peaceable possession of the said premisses hereby granted unto the said Earle his Heires or Assignes and the said James Earle of Darwentwater for himself his heires Executors and Administrators doth Covenant promise and Agree to and with the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Exects Admints and Assignes and to and with every of them by these presents in Manner and Forme following (that is to

say) That it shall be Lawfull for the said Richard Ridley George Ledgard George Robson and Andrew Fenwick their Executs Admints and Assignes and every of them from henceforth from time to time and att all times dureing the said Terme of One and Twenty years (they and every of them performing all and singular the Covenants and Agreements herein before mentioned and which on their and each or any of their parts and behalfts ought to be performed) Peaceably and quietly To have hold and Enjoy all and Singular the said hereby Leased premises Liberties and priviledges with their and every of their appurtenances (Except before Excepted) without any Lett hindrance or disturbance from the said Earle his Heires or Assignes or any of them or from any person or persons whatsoever lawfully Claiming or to Claim by from or under him them or any of them in witness whereof the said parties to these present Indentures interchangeably have set their Hands and Seals the day and year first above written

Darwentwater (seal) Richd (seal) Ridley George (seal) Ledgard George () Robson Andw (seal) Fenwick

Sealed and delivered by the within Named the Right Honoble James Earl eof Darwentwater (the two Sixpenny Stamps being first affixed) the words (Twenty First day of December last past before the) between the Fifteenth and Sixteenth Lines being first written and interlined in the presence of us Edmd Cottam John Earby.

Sealed and Delivered by Richard Ridley Esq., George Ledgard gent and George Robson gent, in the presence of us Jno Stephenson Tho: Errington

Sealed and delivered by Andrew Fenwick in the presence of us Cuth Westby Tho: Errington