

**23 Nov 1744 Nicholas Walton to William Corbett**

[Note: Several points in Ainsley's case have been annotated with rebuttals given in the margin]

To Willm. Corbett Esq.

Ravensworth Castle Novem. 23rd 1744

Sir

Mr Anesley of Hexham has sent us a State of some Claims he has upon the Derwentwater Estate, which he has desired us to Transmitt to you & accordingly we send you his case herein. In regards to the Tyths of Dinnetley we have allways understood it pays no Tyth & have been Inform'd when Mr Aynsley was the farmer he paid no Tyth to Mr Benjamin Carr altho' he setts forth now that he did pay Tyth. We wrote to the Board on this head the 27th January 1735/6 & in answer thereto they were pleased to take notice of the Observations we then made & that they did not doubt of our Care therein at a proper time and in pursuance of what then appeared to us we thought proper to stop any Payment of Tyths to Mr Anesley when his Term in Dinnettley Farm Expired. We were then of Opinion that Mr Anesley had no right to Tyth of Dinnettley and we are still of the same opinion yett if he can shew a good Title we think the Hospital should give the Dispute up rather than have a Dispute in Law. In regard to his other Claimes we are Strangers to it but believe he held the Courts he mentions and if it appears that he was not paid for that Service it would seem reasonable he should be paid according to the Agreement that was made with him. Upon the Commission for examining Witnesses in regard to the Ovingham Estate we believe he has made an ample discovery, but how far that intitles him to the Boards countenance we beg leave to submit to their consideration & we are

Sir your most hble Servts

N. Walton & H Boag

To the Hon'ble, the Commiss'rs and Governors of the Royall Hospitall at Greenwich

The Case of Mr John Aynsley

1st That the said John Aynesley for thirty-five years together was Concerned for the family at Dilston as their Attorney in the management of all the said Family's Business at Law and continued to be so Concerned till the Death of the late James Earl of Derwentwater and after his decease for his son John Radcliffe Esqr. till his Death.

2nd That the late Sir Wm. Fenwick of Wallington being the owner of the Corne Tyths yearly arising within the Township of Ellington and the Demesne Land there [underlined: '(of wch Township the Tenem't called Dinnettley then belonging to the Dilston Family was Parcell)' -see Marginal note 1 below] he the said Sir Willm. Fenwick

11th Nov. 1661 did Grant and Convey those Tyths to Mr Ben. Carr and his heirs for ever. That the said Ben. Carr under that grant enjoyed the same Tyths to the time of his Death which happened in Octob. 1708 and whenever any Corne was upon Dinnettley Tenem't [underlined: 'The Farmers thereof paid the Tyth thereof to the said Mr Carr.' – see Marginal note 2] Though in some years no Corne was Sown thereupon.

[Marginal note 1:] This is false for Dinnettley is not part of Elrington & this Clause is an invention of J. Aynsley's

[Marginal note 2:] The Farmer never pd. Tyth to Mr Carr. This Modus has been pd. him out of mind

3rd That the said Ben. Carr before his Death made his will & thereby amongst other things devised these Corn Tyths to Mr. Jno. Carr & Mr Jno. Heron and their Heirs in trust to sell the same for the payment of his Debt & Legacys etc.

4 That in August 1709 these Trustees sold those Tyths to Mr John Watson and his Heirs who entred & enjoyed the same

[Marginal note 3:] The Tyth was purchased in the name of Watson in Trust for Jno. Leadbitter a Papist

5 That in September 1715 those Trustees sold those Tyths to the said Aynsley & by Deeds & Fine thereupon Levyed did grant and Convey to him the said Corne Tyths yearly arising in Ellrington & Dinnettley [double underlined: '(by Express names)' – see Marginal note 4] by virtue whereof he Entered and Enjoyed the Same.

[Marginal note 4:] See Copy of Letter of 22nd Feb'ry 1744/45 to Mr Radley.

6 That the said John Aynsley for Severall years before Ben. Carr's Death farmed the said Tenem't Called Dinnettly under the Dilston Family and also after Carr's Death when John Watson became the owner of those Tyths & till Watson sold the same to the said Jno. Aynsley in the year 1715 [underlined: 'the said Jno. Aynsley of his Farmer paid yearly the Tyth of all Corne growing upon that Tenem't to the then Owner for the time being' – see Marginal note 5]

[Marginal note 5:] This false as Mr Jno. Heron the trustee of B. Carr says as also Mattw. Leadbitter Brother of Jno. Leadbitter for whom Mr Watson was trustee in Elrington Tyth. They declare Aynsley wd. not let his Sub Ten'ts of Dinnettley pay any Tyth

7 That after the said Jno. Aynsley had purchased those Tyths his Tenant or Farmer of Dinnettly paid a yearly Rent for that Tyth distinct from the Rent payable for the

Tenem't to him the said Jno. Aynsley to the time of the Death of the sd. Jno. Radcliffe (to wit) 10s yearly at Some times 40s yearly at others.

8 That the said Jno. Aynsley last lease of Dinnetly farm from the late James Earl of Derwentwater was for Twenty one years & Expired at Mayday 1736 when the Persons Employed under the Com'rs of the sd Hospital discharged the Farmer of the Tenem't (as soon as the Tenem't became forfeit by the sd Earls attainder) from paying Tyth for the Same to the said Jno. Aynsley but for what reason he knows not

[Marginal note 6:] He could not be a Farmer so many yrs of Dinnetley but he must know of the Modus paid in lieu of the Corn Tyth there when he or his Ten't at Dinnetley paid it yearly

9 That as the yearly value of that Tyth is now not more than 40s he humbly Conceives it would be a great Hardship upon him to Compell him to go to Law with the King for the Same wch he sho'd be very unwilling to doe.

10 That the sd Jno. Aynsley by virtue of a <Deputa> under the hand & Seal of Sir Robt. Walpole, now Earl of Oxford Wm. Clayton Esqr & Wm. Young Esqr & Dated the thirteenth of Nov 1733 was appointed Steward for holding of the Severall Courts within the Mannors of Whittingstall Newlands Langley and Wark all in the County of Northumberland and late the Estate of the sd James late Earl of Derwentwater which sd several Courts he held for two years & was for that Service promised a yearly Sallary of £40 but never had or rece'd any Satisfaction for holding thereof \* (See Margin)

[Marginal note:] \* 11th That he likewise held these Courts and the Courts of the manor of Alston Keswick and Castlerigg in the County of Cumberland for the said late Jno. Radcliffe Esqr for 2 years before his Death and never rece'd any Salary or other satisfaction for holding thereof

Therefore the sd Jno. Aynsley humbly prays your Hon'rs to take all the <prem[ises]> into your Consideration And that you will act & do therein what shall Seam Just & Equitable to yr Hon'rs.

Jo: Aynsley

**22 Feb 1745 Nicholas Walton to William Radley**

To Mr Radley

Ravensworth Castle February 22nd 1744/45

Sir

In Answer to your Letter relating Mr John Aynsleys Claim of Tyths for Dinnetley as part of Elrington; we have made Enquiry and that Dinnetley is not part of Ellrington & that no Tyths have ever been pay'd or demanded, till Mr Aynsley settt up his Claim. That Dinnetley is part of Langley Quarter, lying on the South Side of Tyne and part of Langley Barony which together pay a Modus in lieu of Corne Tyths to Mr Blackett of Wallington of £4..4..4 per Ann. of which Dinnetleys Share is three Shillings and four pence. Which Modus is now paid & has been time out of mind, as will appear by the Inclosed Affidavit & Schedule annexed to John Parkers, who for many years Collected and paid the same to Mr Blacketts Agents. We hope this will sufficiently shew the Claim Mr Aynsley makes to be without foundation, & we doubt not to prove if occasion be, that Mr Aynsley himself incerted Dinnetley as part of Elrington, in his purchase Deed from Watson, & that Elrington Tyths were never before conveyed, by those Express names, which in his case he Seems to lay the stress upon.

We are Sir Your most hble Servts

Nichos. Walton Hugh Boag

John Parkers affidavitt Relating Dinnettly Tyths

In the Exchequer

Touching the Case & petition of John Aynsley Gentleman relating Dinnettly Tyths

John Parker of the Lees in the County of Northumberland yeoman maketh Oath that this Deponents Father late of the Lees aforesaid about Twenty years agoe Succeeded one John Todd in the collection of a Modus of Four Pounds four Shillings & Four Pence now pay'ble to Walter Blackett Esqr in full Satisfaction of all Corne Tythes yearly arising on the severall Tenaments or Farmholds situate on the Southside or the Barony of Langley in the Schedule hereunto Annexed particularly mentioned and that his said Father continued in the Collection thereof for the Space of Sixteen years or thereabouts To witt to the time of his Death which happened about four years agoe And that after his Father's Death he this Dep't Continued the Receipt of the said Modus through the sd Severall Tenem'ts and receives the same and pays the sd Sum of Four Pounds four Shillings & four Pence yearly to the Steward or Agent of the sd Mr Blackett And this Dep't farther Saith that the Schedule hereunto Annexed is a true Accot. How & in what manner the sd Modus of Four Pounds four Shillings & four Pence is raised and payd forth & out of the severall Tenem'ts And farther saith that the Township of Dinnettley is Charged in the sd Schedule the Sum of three Shillings and four Pence in part of the said Sum of Four Pounds Four Shillings & four Pence wch is in

full Satisfaction of the Corne Tythe there – And this Dep't farther saith he never knew or ever heard of any Corne Tyth Demanded or Claimed of or from Dinnetley afsd. by the owners of Elrington Tithes but saith that the said Modus of three Shillings and Four pence paid for Dinnetley Tithe in & by the sd Schedule is in full Satisfaction thereof and as this Dep't hath heard & verily believes hath been paid time out of mind in lieu of the said Corne Tythe there And saith Dinnetley is no part of the Township of Elrington or the Demesne Lands there

John Parker

Taken and Sworn at Hexham in the County of Northumberland the Twelfth Day of Feb'ry in the year of our Lord 1744 before me [ie. 1744/45] Shafto Downes a Comr. etc.

In the Exchequer

Touching the Case & petition of John Aynsley Gentleman relating to Dinnetley Tyths

John Coates of Woodhall in the County of Northumberland yeoman maketh Oath that he very well knows the Tenem't or Farmhold Called Dinnetley and that the same is a distinct Tenem't from the Township of Elrington neither did the Owners or proprietors of Elrington Tyths Claim any Tyth out of Dinnetley that this Dep't ever heard of there being a Modus of Three Shillings and four Pence paid for the same And farther saith that he never knew or so much as ever heard that the proprietors of Elrington Tyths ever Claimed or Demanded Corne Tyth out of Dinnetley aforesd. for that the Dep't very well knew that the said Modus of Three Shillings & four pence is yearly paid in full Satisfaction for the Corne Tyths there.

John Coates

Taken and Sworn at Hexham in the County of Northumberland the Twelfth Day of Feb'ry in the year of our Lord 1744 before me [ie. 1744/45] Shafto Downes a Comr. etc.

In the Exchequer

Touching the Case & Petition of John Aynsley Gentleman relating to Dinnetley Tyth

George Thompson of Langley in the County of Northumberland yeoman maketh Oath that about Fifty Years agoe this Dep'ts Father farmed two Farmes at Elrington in the County of Northumberland and Benony Carr for the space of thirty years or thereabouts and that during all that time the said Ben. Carr was owner and Proprietor of the Corne Tyths of Elrington aforesd. And kept such Tyths in his own possession and did not lett the same and that during the whole time aforesd. The Dep'ts Father by agreement with the said Ben. Carr yearly ledd the sd. Tyth from the Townfeilds of Elrington aforesd. to the Town of Elrington for the use of the sd. Ben. Carr In Consideration whereof this Dep'ts Father had yearly all the Straw thereof And this

Dep't farther saith that the Corne Tyth of Dinnetley never was Claimed or Demanded by the said Ben. Carr During the time of this Dep'ts remembrance because this Dep't would have known the same having all along assisted his sd Father in the Leading of the Tyth Yearly belonging to Elrington aforesd. And this Dep't says he very well knows that there is a Modus of Three Shillings & Four pence payable for Dinnetley Tyth in full Satisfaction thereof to Mr Blackett for that this Dept. has often paid the said Modus upon Acco't of his Sister who is now the Ten't or Farmer thereof And further saith that the Tenem't or freehold called Dinnetley is a Distinct Tenement from the Township of Elrington aforesd. and the Demesne Lands there and never was Reputed any part of Elrington aforesaid.

Geo. Thompson

Taken and Sworn at Hexham in the County of Northumberland the Twelfth Day of Feb'ry in the year of our Lord 1744 before me [ie. 1744/45] Shafto Downes a Comr. etc.

In the Exchequer

Touching the Case & Petition of John Aynsley Gentleman relating Dinnetley Tyths

John Stoko of Dilston in the County of Northumberland yeoman Maketh Oath that about thirty two years ago he this Deponent entered Tenant to a Tenement or Farmhold at Dinnetley aforesaid and Continued Tenant there for the space of Six years or thereabouts and that during all that time aforesd. He this Deponent never paid any Corne Tyth for or in respect of his farm at Dinnetley aforesaid nor was there any Demand ever made of him for such Tyth during this Deponents Tenancy there and farther saith that the Tenement or Farmhold called Dinnetley is a Distict tenement from the Township of Elrington and the Demesne Lands there and never was reputed any part of Elrington aforesaid neither did the Owners or Proprietors of Elrington Tyths Claim any Tyth out of Dinnetley that this Dep't. knows of, there being a Modus of Three Shillings and four Pence paid for the same

John Stoko, his mark

Taken and Sworn at Hexham in the County of Northumberland the Twelfth Day of Feb'ry in the year of our Lord 1744 before me [ie. 1744/45] Shafto Downes a Comr. etc.

October 20th 1730

Rec'd from Edward Parker Four Pounds four Shillings and Four Pence for a years Modus or Composition for the Tyths of Langley Quarter due at Midsummer last past  
By me Richd. Heron



October 28th 1734

Rec'd of John Parker the Sum of Four Pounds Four Shillings and Four pence for one years Corne Tythe Rent for Langley on the South side of Tine due at Michaelmas last to thee Trustees of the late Sir William Blackett Barrt. deceased By me Richd. Heron

An Account or Schedule how and in what manner the Modus of £4.4.4 is raised forth and out of the severall Tenem'ts Situate on the South side of the Barony of Langley & paid to Mr Blackett.

Staward	John Bacon Esqr	£.. 1 8
Harsondale	Thomas Robson & Ptnrs	.. 4 10
Sillowreay	Thomas Maughan	.. 2 5
Sillowreay	Nichs. Maughan	.. 2 1
Harlowfeild	Wm. Todd	.. . 6
Lenanfoot	Nichos. Glenwright	.. 1 9
Plankey	Wm . Ramsay	.. 2 1
Vause	Nichos. Glenwright	.. 2 1
Lough	Henry Maughan	.. 4 .
Tedcastle	Roger Maughan	.. 5 2
Deanraw	John Graham	.. 2 7
Middle Deanraw	Matt. Parker and Ptnrs	.. 6 10
Deanraw	Jno. Elliott	.. 2 1
Ditto	Thoms. Carr	.. 2 1
Ditto	Cuth. Robinson & Ptnrs	.. 1 9
Lees	Edwd. Parker & Do	..13 10
Et. Brockenheugh	Jno. Bell	.. 5 .
Floors	Alexr. Dobinson	.. 1 1
Chapplehill	Greens Closes	.. 1 8
Esphill	Jno. Reed	.. 7 7
Lightbirks	Jno. Todd	.. 3 7
Ditto	Robt. Wallas	.. 2 5
Ditto	`Thos. Forster	.. 2 5
Ditto	Jos. Teasdale	.. 2 5
Dinnetley	Mark Cook	.. 3 4
Whittis Hill	Cuthbert Stoko	.. . 8
Greens Close		.. . 4

**11 Apr 1746 Nicholas Walton to William Corbett**

[Note: No addressee is given but from the contents and following letter it must be William Corbett]

Sir

Ravensworth Castle April 11 1746

We are informed that upon a search at Cap Heaton in Northumb'd in the House of Sir John Swinburn a Roman Catholic Gentm'n for Arms Etc some large boxes were found with Writings which belong to the Derwentwater Estate. Sir William Middleton was present when this search was made & the Boxes above mentioned were removed by him to his House at Belsay where they now are & will be kept safe. Mr Airey sent his Clerk to Lady Middleton (Sir William being in Scotland with the Duke of Cumberland) who shew'd the Boxes to him. We therefore desire you will lay this before the Board & give us directions what they wou'd have done in this Affair for as there may be many valluable papers as well as Writings they sh'd be looked into & taken proper Care of & it is not unlikely but some useful things may be found in regard to the Ovingham Estate now in dispute. Mr Airey & we think a Schedule shou'd be made of all that is found in the presence of some persons who Sir John Swinburn may appoint, but in that the Board will doe as they judge proper & whatever directions they think fitt to give us shall be punctually observed by

Sir yours etc

Walton & Boag

P.S. Inclosed you have Extracts of what News we have tho' suppose it will have reached you before this comes to your hand. The Transports from London are lying in the Humber.

**2 May 1746 Nicholas Walton to William Corbett**

To Wm Corbett Esqr.

Ravensworth Castle May 2d 1746

Sir

We rec'd yours with the Boards Commands of the 19th Ulto. which we duly observe. We have fix'd with Lady Middleton to Wait upon her at Belsay next monday when Mr Airey will accompany us thither, & we propose that day to make only a generall Inspection into the Boxes in order to see whether any of Sir Jno. Swinburn's Writings be intermix'd with those of the Derwentwater Estate & then we will proceed to take a Schedule and Abstract as the Board has been pleased to direct. But in case it should appear that any writings or papers belonging to Sir John Swinburn are in the above mentioned Boxes we wou'd be glad to have the Board's further Orders whether some person on Sir John's behalfe should not attend the perusal of them, when we



come to take the Schedule and Abstract. We also think that the taking this Schedule at Belsay will make the Expence of doing it run high as it is about 14 miles from Newcastle, & besides it will be giving a good deal of trouble to Sir Wm. Middleton's Family; if therefore the Board approve it we wou'd propose to bring the Boxes to Newcastle to Mr Airey's where they will not only be safe, but where we can give such assistance as will lessen the Expence Considerably. We will Informe ourselves as to the Petition of Thomas Robson, & acquaint you with Such Facts as appears to us very soon. All we can say upon it at present is that we know the Man was usefull in the dispute about Highgreen Colliery

We very heartily congratulate you upon the great Successes we have had in Scotland, by the prudent & Brave Conduct of the Glorious Duke of Cumberland. We have had many Particulars but as the Accots. which by express reach'd you sooner than any thing cou'd do from us we have not troubled you with them. Every Day makes us more sensible of our great Deliverance, as an Insurrection was certainly intended in this part, had the Rebels prevailed over our great Deliverer at Inverness.

Inclosed are the Quarterly Accots. of Lead Mines Ending Ladyday last & we are  
Sir, your most obed't Servts  
Nicholas Walton, Hugh Boag

**16 May 1746 Nicholas Walton to William Corbett**

To Wm Corbett Esqr. at the Navy Office                      Ravensworth Castle 16th May 1746

Sir

We wrote you the 2nd Inst. that we had apointed the 5th to wait upon Lady Middleton to make a General Schedule of the Writings at Belsay belonging to the Derwentwater Estate which was accordingly done a Copy whereof you have Inclosed. As we wrote you we think it will be great deal of Trouble to Sir Wm. & Lady Middleton to have the Particulars Schedule and Abstracts made at Belsay. We therefore desired Lady Middleton's Leave to remove 'em to Newcastle but She is unwilling to suffer that to be done 'till Sir Wm. returne from Scotland which she Expects soon. We have therefore postpon'd proceeding in making the particular Schudles etc till we have your further Commands.

The Writings are all Carefully Sowed up in Cloaths were opened in the presence of Sir William Middleton's Steward & Repacked in the Boxes and Trunks in the same order they Lay in & there does not appear to be any papers or writings among them but what belong to the Derwentwater Estate and we are

Sir your most obedt. Servts  
N. Walton H. Boag

A Copy of a Generall Schedule of the Writings at Sir Wm. Middleton's belonging to the Derwentwater Estate Viz:

In the Hair Trunk Maill

Lead Mine Leases	No.	5
Alstonmoore Writings		31
Bills and Answers in Chancery		24
A small Bundle relating to Edwd. Earl of Derwentwater and his Lady		39
Rent Charges & Fee Farme Rents		6

The Leather Trunk

Whittingstall & Newlands Writings	21
Buteland Writings	35
Keswick Writings	1 & 27
Aydon Shield Writings	17
Bills and Answers in Chancery	28
West Wood, Wooley, Whittle, & Leehouses Writings	20
The Manr. Wark Ellrington & Woodhall Writings	12
Thornbrough & Corbridge Writings	10
Land & Colliery Leases	7
Middleton Hall and Wooler Writings	14
Scremerston Writings	15
Alnwick House & Closes Writings	33
White Chapple Writings	36
Meldon and East Thornton Writings	9
Hartburne Rectory Whelpington Rectory Dilston Tythe, Lorbottle Tythe Broxfield Tythe & Spindlestone Tythe	16
Hartburngrainge Writings	34
Dilston Writings Spittle & Newbiggin	8
Newton Hall Writings	2

In a large Box

Langley Barony Writings	4
Coastley Writings	19
Alstonmoore Leases for 1000 years	25
Fleatham Writings Suposed to belong to Spindlestone	22
Spindlestone & Outchester Writings	13
Writings concerning the Coheirs of Sir Wm. Fenwick	3
Langley Barony Suites with the Tenants	29

Sent the Board 16 May 1746

**17 Dec 1746 Nicholas Walton to William Corbett**

To Wm Corbett Esqr.

Ravensworth Castle Decem. 17th 1746

Sir

Last April the Board were pleased to direct us to make application to Sir William Middleton Barronet (who was then in Scotland) & desire he wou'd be pleased to deliver up to us the Writings belonging the Derwentwater Estate. Accordingly as soon as he came home, we applyed to him, & he gave for answer he wou'd be very ready to deliver them to whom the Directors shou'd order when he had a proper Indemnity for so doing; & as we found an application to himself was necessary, when he was in London, we waited his coming to Town, that a proper opportunity might be taken to wait upon him. We therefore begg leave to acquaint you that we apprehend Sir William will have no objection to the delivery of the writings, if the Board will under their Hands desire it & at the same time acknowledge the Services he has done in this Affair to the Hospital. Sir William Middleton is now in London, but we know not where he is to be found, tho' we suppose a Letter will find him at Sir Henry Liddell's in St James's Square. We are

Sir your most obedt. Servts.

Nich's. Walton Hugh Boag

**17 Dec 1746 Nicholas Walton to William Middleton**

To Sir Wm Middleton Bt.

Ravensworth Castle December 17th 1746

Sir

Some Months agoe we were order'd to make request to you that you wou'd be pleased to deliver to us the Writings which are in your Custody, belonging the Derwentwater Estate which request you will be pleased to remember we made, soon after your returne from Scotland. At that time you gave for answer you were ready to deliver those Writings to us when you had a proper Indemnity from the Governors of Greenwich Hospital and as we have thought this Affair best transacted while you are in London, we have this Day wrote to our Board and doubt not but they will order a proper Person to wait upon you, of which we take the liberty to acquaint you & hope you will excuse the Trouble from

Sir yours etc

Nichos. Walton, Hugh Boag

**17 Dec 1746 Nicholas Walton to John Airey**

To John Airey Esqr.

Ravensworth Castle December 17th 1746

Sir

As Sir William Middleton was unwilling to deliver the Derwentwater Writings without some application and Authority from our Board we have wrote to him this post & the Board likewise on that Subject so that we apprehend an Immediate application will be made to him. If therefore you will be pleased to Speak to Sir William it will undoubtedly forward the affaire & in that case it may not be improper for you to advise with the Board what sort of an authority or Indemnity it may be proper for them to give. This you will Judge of & act in it as you See proper.

It wou'd give us verry great pleasure to hear you have got strength in your Arm and that you are free from pain & that you may is the Sincere wish of

Sir yours etc

Nichos. Walton Hugh Boag

**22 Dec 1746 Nicholas Walton to James Todd**

To Mr Todd Attorney at Law

Ravensworth Castle Decem. 22d 1746

Sir

Mr Wilkie of Berwick has wrote a Letter to our Board acquainting them that at a Meeting of the Freeholders it was proposed on Accot. Of the badness of the Roads to apply to Parliament for an Act to carry on the Turnpike from Bucktonburn to Berwick Bridge & from thence along the West Road as farr as the County Extends, & desiring the Boards concurrence thereto & that it is hoped in case the Act cannot be obtained, that every Freeholder will Contribute to the Charge of the Application, according to the Vallue of their respective Estates.

We are therefore Order'd to make Enquiry into this matter and to report whether the same be attended with any Inconveniences to the Tenants of the Derwentwater Estate; and as the Gentlemen who have transacted this Affaire have not thought proper to Inform us of any proceedings therein, I must desire you will acquaint me with the intended Scheme & that you will call the Tennants together & know if they have any objection. But in order to give us a right Judgement of the thing we must be Informed particularly where the Toll gates are Intended to be fix'd lest the Tennants be made liable to Toll, (tho' they don't use the Road) equally with those who have the Sole use thereof. As to that of Contributing to the Expence we think it highly unreasonable unless it shall appear to us that the whole intended Scheme is reasonable & therefore 'till we hear from you we cannot give the Gentlemen any hopes of the Derwentwater Estates bearing a Share of the Expence.

You will be so good as to expedite this Affair with the Tennants and as soon as we hear from you it shall meet with no delay. I am for Mr Boag & Selfe

Sir your most h'ble Servt.

Nichos. Walton

**30 Jan 1747 Nicholas Walton to William Corbett**

[Note: Buckton Burn, near Belford in North Northumberland, was in an area classified as Durham until 1844 because it was part of the Palatine of the Prince Bishops.]

To Willm. Corbett Esq.

Ravensworth Castle January 30 th 1746/47

Sir

It is with a good deal of difficulty we have gott a very imperfect Information as to the Turnpike from Buckton Burn to Berwick etc which is the reason why we have not sooner wrote you on that subject.

The Inclosed is all that we can find has been done, and as you will observe no place is fixed for the Toll Gates it is difficult for us to say how farr the Derwentwater Tennants may be hurt by it. Scremerston Coll[ier]y we are of opinion may Suffer greatly unless a provision is made that Coales from that Colliery into the Town of Berwick may goe Toll free or that the Gates be so fixed that the same may not be nearer to Berwick than the South Boundary of Scremerston Estate and as we suppose neither of these can be guarded against in the intended Bill, we think such opposition shou'd be given as to prevent its going forward. There has been some differences amongst the Freeholders in regard to this Affaire & it is said it will not goe forward. And we have acquainted them that in regard to any Expencc which may attend an Application to Parliam't we don't think it reasonable to Contribute towards it & we are

Sir your most obed't Servts.

Nichs. Walton Hugh Boag

Minutes taken relating to a Turnpike Road proposed to be applied for to Parliament for carrying on a Turnpike Road from Bucktonburn in the County of Durham to Berwick Bridge and from Berwick Bridge to Cornhill on the West Road.

That a Clause might be inserted in the Bill to Exempt for payment of Toll, Limestone, Freestones, Bricks & other Materials for building, Manure for the Improvement of Lands, Implements of Husbandry Stones for Paving Berwick streets and Hay and Straw & Corne in the Straw All these to be Toll free.

That the Gates be erected so as no person avoid the Toll by leaving his Horse, Chaise etc at Tweedmouth Spittle etc which might injure the Town of Berwick.

That a Clause might be incerted Impowering the Commissioners to Compound & agree with such Persons as have little or benefitt of the Roads.

That the Roads should be repair'd in Manner following Vizt. first 2 miles of the Post Road and 1 Mile of the West Road by Rotation

Rates Proposed ( One Tickett to pass the whole Road)

For Every Traveller on Horseback per Diem	1d
Every Horse loaden or unloaden Do	1
Every Cart loaded with Coales Do	2
Every Horse or Ass per Diem	3/4
Every Chaise Chair etc & Cart with a Horse	3
Ditto with 2 Horses or Oxen	6
Ditto with 3 Horses or Oxen	9
Ditto with 4	1s -
Ditto with 5	1 3
Ditto with 6	1 6
Coaches, Wains, Waggon's etc	
with 2 Horses or Oxen per Diem	6d
Ditto with 3	9
Ditto with 4	1s -
Ditto with 5	1 3
Ditto with 6	1 6
Every Drove of Oxen or Neat Cattle per Score	5d
And so in proportion for any less number	
Every Drove of Sheep Hoggs Lambs & Calves per Score	2
And so for less numbers	

**8 Feb 1747 Nicholas Walton to William Corbett**

To Wm. Corbett Esqr

Ravensworth Castle February 8 th 1746/47

Sir

We wrote you the 30th January last, in regard to the intended Turnpike from Buckton Burn to Berwick etc & therein acquainted you that we apprehended the Affaire would not goe forward, but that if it should, we thought a Clause shou'd be Incerted to exempt Scremerston Colliery from the payment of Toll. We last post reced a Letter from Mr Armorer Tennant of the Colliery, acquainting us that Mr Watson Member for Berwick had wrote the Promoters of this Bill that he had hopes to have it tack'd to the Northumberland Bill & in order to have that done a Petition has been signed & sent him to be presented to Parliament. We therefore beg leave to repeat our opinion, that unless a Clause is Incerted to exempt Scremerston Colliery from the payment of Tolls, the Tennant will not be able to stand the present Rent, as it will give the Collieries to the Westward, a very great advantage by bringing the Trade from the North side of the Tweed cross that River above Berwick Bridge, to these Collieries



instead of Scremerston from whence that Country is most supplied. We reced. Mr Horne's Letter the same post we reced. Mr Armorer's, so that as the Petition was dispatched to Mr Watson, without our knowledge, we had no opportunity to send there with proper Clauses to be incerted in the Bill nor is it possible now to doe it in time; we therefore hope the Director will think it right to give such opposition as may prevent any thing being done this Session, which will allow time to give the Affair a proper Consideration. We have wrote to Mr Airey who is now in London to speak imediately to the Members who have the Conduct of the Northumberland Bill & hope he will prevail upon them not to Countenance the other, and in case a stop cannot be putt to the Affair we have desired him to wait upon you with a Clause proper to be Incerted in the Intended Bill for the purposes before mentioned.

We are etc W & Boag

**8 Feb 1747    Nicholas Walton to John Airey**

To John Airey Esqr

Ravensworth Castle Feb'ry 8 1746/47

Sir

It is proposed to make a Turnpike Road from a place called Buckton Burn to Berwick &c and to have this Joyn'd to the Northumberland Turnpike, & as we apprehend the Colliery at Scremerston will be very much hurt by it, we have wrote to Mr Corbett to have a Clause incerted to exempt all Coales which shall be deliver'd from that Colliery to Berwick or else where from the payment of Toll. The inclosed is a Coppy of what we have wrote to Mr Corbett to which we referr, & have only to add that we desire you will on recet. hereof apply to the Members who have the Conduct of the Northumberland Bill, to give no Countenance to the other, & that you will also prepare a proper Clause to be incerted in Case you cannot gett the Affair stop'd We hope your health will permitt you to give this Affair dispatch & wish verry much to hear of your perfect recovery    being

Sir    yours etc

Nichos. Walton    Hugh Boag

**15 Mar 1747    Nicholas Walton to William Corbett**

To Willm. Corbett Esqr

Ravensworth Castle March 15 th 1746/7

Sir

We reced. yours with the Boards Minutes of the 7th Inst. and some time before a Letter from Mr Radley touching the sale of the woods in the Derwentwater Estate in answer to which we send you Inclosed a Coppy of the Abstract of the Valluation of the Woods made in the year 1737, with an additional column shewing what we judge each

Parcel is lessen'd in value amounting in the whole to nine hundred and eighty Pounds all which we apprehend to be occasioned by their decay in standing, except about £150 occasioned by the Encampm't of the Army under the Command of Marshall Wade in the time of the Rebellion.

The Parcels into which it may be proper to divide the Woods for the more Convenient & Advantageous Sale thereof we think may be as follows vizt. Keswick may be sold all together in one Parcell, without interfering with the sale of any part of the Northumberland Estates & we suppose the Soonest any purchaser can begin to Cutt will be in the Spring, of the year 1748 & will take at least 5 Years to Cutt the whole.

Dilston & Thornbrough Woods may best be sold together and will require about 4 Years from the Spring, of the Year 1748 so that none of the other Northumberland Woods can be cutt sooner than the Spring of the Year 1752.

Highwood & Boathouse Lane Coastley & Longhope will best sell in another Parcell will require about two years vizt. the year 1752 & 1753 And Langley Barrony about 3 years more vizt. 1754, 1755 & 1756 The other small Parcells may be sold without interfering with the Sale of the before mentioned Parcells at any time as a purchaser shall offer. In this Shape Sir you will be pleas'd to observe the whole will be cutt down in nine years & we suppose the same time wou'd be necessary shou'd the whole be sold together as we apprehend the Consumption of the Country will not take off the Timber to the purposes it is fitt for sooner. And in either of the Shapes we are of opinion the Money will come into the Hands of the Commissioners of the Hospital at the same time. Butt we are allso of opinion by Parcelling it out it will sell dearer, as the whole together is too great an Undertaking for people who generally are Dealers in that way; yet in any shape the Sale will be attended with difficulty unless some expedient can be found to make the Purchasers or such as shall offer to purchase easie in the Expence & trouble of bidding. In the Shape it has been we believe nobody will offer one Farthing & unless the thing can be transacted in the Country subject to approba'n & without Expence to the Bidders we are affraid it will never be sold.

We are Sir you most obedt. Servts.

Nichos. Walton & Hugh Boag

[The tabulated list of trees and values given at this point is the same as for November 1737 – see TNA ADM 66/106 23 Dec 1737 Walton to Corbett- with the following additional memo:]

We whose names are hereunto subscribed have considered the present Condition of the several Woods in the Derwentwater Estate and are of opinion that since the Valuation made thereof in the year 1737 they have decreased in Value the several Sums in the last Column above mentioned amounting in the whole to nine hundred and eighty Pounds.

Witness our Hands the 11th March 1746/7

Nichos. Walton



Board are of opinion the Lessors ought to be indemnified. In regard to the 16s/6d per Ann. pay'ble to them out of Corbridge, it is true that such a Rent was due, & that it has not been paid for these 10 years last past, being forfeited to the Crown for want of Claim being made thereto after the Rebellion in 1715. We are

Sir etc Nichos. Walton & H Boag

[Minutes from Dean and Chapter of Carlisle]

Carlisle      November 23rd 1748

Mr Boag having applied to the Dean and Chapter of Carlisle for the renewal of two leases of the Tythes of Lorbottle and Dilston lately belonging to the Earl of Derwentwater (and as part of the forfeited Estates) since granted to the Lords of the Treasury and the Commissioners of Greenwich Hospital or their Agents under Indemnities from the Lessees.

The Dean and Chapter say,

That having been engaged in a long Law Suit in the Court of Exchequer not yet ended they are not willing to venture on further renewals of these Leases before the Charges are paid that have accrued upon this Suite and until they have a fresh Indemnity in a Bond of £2000 against any Demands that may be made or any further Suit or Trouble that may arise to them or their Successors on Accot. of the former and present Renewals of the said Leases.

And the said Dean and Chapter farther say that a yearly customary Rent of 16s/6d due to them out of an Estate held under them as Parcel or Part of their Manor of Corbridge by the Custom of the said Manor. The Freehold of which Estates is the undoubted Right and Property of the of the Dean and Chapter as Lords of the Manor of Corbridge has been withheld for ten years last past notwithstanding the Dean and Chapter at the last Renewal apprehended they were promised to be made easy as to this Rent without putting them to farther Trouble for recovery of the same.

These Points complied with and settled the Chapter are ready to renew upon the usual Terms.

Mem[orandum] They say that they have paid Mr Dobinson their Solicitor £60 on Accot. Of this Law Suit

**16 Dec 1748   Nicholas Walton to William Corbett**

[Note: The petition included below is undated and was sent to William Corbett with the letter of 16 Dec. The turnpike via Whinlatter was authorized in 1761 and built by 1771.]

To Willm. Corbett Esqr,

Ravensworth Castle Decemr. 16 th 1748

Sir

The inclosed Petition we have received from several of the Derwentwater Estate Tenants and others the Inhabitants in and about Keswick which we take the liberty to inclose you. And desire you will be pleased to lay it before the Board of Directors for their Consideration. What the Petitioners represent we believe to be a matter of Fact and we are of opinion the Road by Winlater by much more elligible both in respect to its being the nigher Road & in respect to the Expençe of making it.

All the Objections we can see to it is tht the Road is more hilly and mountainous & consequently may be attended with some inconveniency to Carriages We are

Sir your obedt. Servts.

N. W. H. B.

To the Honourable the Governors of Greenwich Hospital

Whereas an Act is intended this Session of Parliament for a Turnpike between Cockermouth & Keswick, We the Inhabitants of the Town of Keswick, & others his Majesty's Tenants within the Manor of Castlerigg and Derwentwater being apprehensive that it will be attempted to be carried by Ouse Bridge, and not over Winlater to the great detriment of your Petitioners beg leave, to lay before your Honours, the reasons that induce us to oppose that Attempt.

First The Road by Ouse Bridge is two Miles longer than by Winlater a great part of it narrow Lands and would require a large Sum to purchase Ground to widen the Road and a large Stone Bridge must be built over the River Derwent a wide & rapid River which would cost near Fifteen Hundred Pounds in building.

Secondly The Road by Winlater is the Post Road & Carrier Road and the only Road that out Coals and Lime can be brought which are twelve Miles distant from us; And that all the Cattle bought at the Fairs at Cockermouth intended for the South are driven that way.

Thirdly As one Gate is intended to be set up at the North West End of Keswick, which is a very great thorough fair for all Merchants and Travellers from the South a great many would go through Brudholme Wood and would miss Keswick, and the said Gate if the Turnpike went by Ousebridge which would be a very great prejudice to the Town of Keswick and lessen the Toll considerably and deprive great numbers of the West side of the Country who are by far the greatest number that frequent Keswick Market of the Benefit of the Road, and yet make them liable to the Toll at Keswick Gate

And whereas it is objected that the Road by Winlater is subject to Floods and that part of it is so steep as would make it unfit for Carriages We affirm that it may be done and made good and sufficient for all manner of Purposes at a much easier Expençe than the Road by Ousebridge. We therefore for the reasons aforesaid, as you are intrusted for

the good and prosperity of the said Hospital which are in some measure inseperable from ours, take the liberty with all due submission to beg that your Honours would interpose your good offices in our behalf; and your humble Petitioners will ever pray

Abra. Allison	Jona. Norman	John Rookin
Richd. Crosthwaite	Thos. Banks	Thos Jackson
Peter Crosthwaite	John Willson	Jane Grave
John Crosthwaite	Margt. Scott	Jos. James
William Grave	Edwd. Waterson	Gawin Bowe
Thomas Robinson	Mark Fisher	John Grave
Geo. Fisher	Thos. Chapman	John Scott
Joshua Scott	Nichs. Grave	Lanct. Perry
Thos. Hodshon	Jos. Garkarth	Abra. Scott
John Grave	Wm. Banks	Frans. Hodshon
Daniel Grave	Thos. Cockin	Wm. Waine
Jos. Hodshon	John Mayson	Jos. Tolson
Wm. Grisdale	John Younghusband	Jos. Dawson
Edwd. Nicholson	Isaac Scott	Jos. Fisher
John Scott	Wm. Barker	John Dalton
Gawin Willson	John Fisher	Anthy. Sharp
Frans. Waterson	Jona. Fisher	Robt. Allinson
John Banks	Henry Scott	Philip Jackson
Jos. Willson	Eliz. Grave	Isaac Cockburn
Robert Grave	James Harrison	Jos. Pearson

**16 Dec 1748 Nicholas Walton to Joseph Pearson**

To Mr. Joseph Pearson

Ravensworth Castle Decemr. 16 th 1748

Mr Pearson

We received yours with the Petition of the Tenants and others in and about Keswick relating the Turnpike intended between Keswick and Cockermouth and this Post we have inclosed the Petition to the secretary for Greenwich Hospital who will next Wednesday lay it before the Directors and Commissrs. for their consideration and we doubt not but they will doe the Petitioners all the service in their power. You will doe well to informe us where the Gentlemen of Keswick would propose to have Toll gates placed. And any thing else which they think necessary for our information as we will be glad to doe them all the services in our power and We are

Your hble. Servts.

Nichos. Walton    Hugh Boag



**16 Dec 1748 Nicholas Walton to Richard Horne**

To Mr. Richd. Horne

Ravensworth Castle Decemr. 16 th 1748

Sir

In answer to yours of the 6th Inst. we have drawn out an Account of the Gross and Net produce of the Derwentwater Estate for seven years to the 30th June 1747 which is as farr as we can at present carry it. You will observe we have distinguished what has been raised from the Lead Mines which being so very precarious we cannot pretend to say what they may in future years produce. The Land Rents we apprehend will not vary very much, and as the Repairs are pretty much over the Outgoings will not exceed what they have been latterly. You have the Account inclosed, and we have only to add, that we hope if the Government do anything for Charles Radcliff's Son it will be in cash paid him at once without giving him any power over the Estate which we suppose is now a clear Estate, free from all Incumbrances. You will be pleased to Observe that the Reason why the Outgoings have been so high in the years 1741, 1742, 1743 & 1744 is owing to the great Repairs which were absolutely necessary & Expences in the Law which was unavoidable, Our Compliments attend your Family and we are

Sir Your most hble. Servts.

Nichos. Walton Hugh Boag

**Gross Income, Outlay & Net Produce from the Derwentwater Estate**

[formatted below as two tables to fiut the page, repeating the 'Total Income' column]

	Land Rents Etc	Lead Ore Dues	Total Income
1741	£7163.14.9 1/2	£888.15.4 1/2	£8052.10. 2
1742	7119.18.4 1/2	631.11. 3/4	7751. 9. 5 1/4
1743	7236.14.5 1/2	631.11. 3/4	7868. 5. 6 1/4
1744	7100. .8	515. .6	7615. 1. 2
1745	7006. 3.8	532. 7.-	7538.10. 8
1746	7010.16.7 1/2	1064.14.2 3/4	8075.10.10 1/4
1747	7038.14.7 1/2	2115. 2.3 1/4	9153.16.10 3/4
	£49676. 3.2 1/2	6379. 1.6	56055. 4. 8 1/2

	Total Income	Outlay	Net
1741	£8052.10. 2	£2986. 3. 3	£5066. 6.11
1742	7751. 9. 5 1/4	2036. 2.11	5715. 6. 6 1/4
1743	7868. 5. 6 1/4	1866. 8. 5 1/4	6001.17. 1
1744	7615. 1. 2	2354. 9. 1 1/2	5260.12. - 1/2

1745	7538.10. 8	1711.18. 6 1/4	5826.12. 1 3/4
1746	8075.10.10 1/4	1244. 8. 1 3/4	6831. 2. 8 1/2
1747	9153.16.10 3/4	1395. 2. 6 1/2	7758.14. 4 1/4
	56055. 4. 8 1/2	13594.12.11 1/4	42460.11. 9 1/4

N.B. The Account above is made out supposing all Tenants Arrears to be received and as some losses by Tenants are unavoidable, so the Net Produce will be lessened so much as those losses shall happen to be.

N.B. A Copy sent Mr Horne 16th December 1748

See Pages 63 & 4 [of the copied volume, on which the following further details of the outlays are given:]

	As<...>tion	Law Charges	Passing Accounts	Assessments	Fee Farm Rents
1741			30 14 1 1/2	360 18 7 1/4	81 8 7 1/2
1742			18 18 -	515 2 - 3/4	47 - 11 1/2
1743		313 16 7 1/2	18 18	521 12 4 3/4	116 2 9 1/2
1744		412 2 5 1/2	18 18	481 - 2 1/2	78 16 2 1/2
1745		136 18 1 1/2	18 18	445 7 - 1/2	75 11 9
1746	139.16.3	5 6 9	18 18	460 7 3 3/4	70 1 5
1747	18 1 4 1/2	27 18 10	18 18	477 16 8	87 12 10 1/2
	157 17 7 1/2	896 2 9 1/2	144 2 1 1/2	3262 4 3 1/2	556 14 7 1/2

	Repairs	Making Bricks & Tiles	Contingents	Weeding Woods	Winning Collieries
1741	1291 5 5 1/4	73 - - 1/2	164 8 10	87 19 -	252 - -
1742	211 5 - 1/2	55 - 10	231 14 -		43 - -
1743	300 13 9	1 - -	53 - 4 1/2		
1744	208 8 10 1/4	4 - 3	194 19 7		
1745	459 2 3	1 - -	62 7 5		
1746	78 - 11 1/2	1 - -	40 13 2		
1747	105 5 9 1/2		55 5 4 1/2		
	2654 2 1	135 1 1 1/2	802 8 9 1/2	87 19 -	295 - -

	Widehaugh Breaches	Incumb [rences]	Sallaries	Allowances to Receivers	Total Outlay
1741	100 - -	100 - -	20 - -	424 8 7	2986 3 3
1742		440 - -	56 - -	418 2 - 1/4	2036 2 11
1743		120 - -	36 - -	385 4 6	1866 8 5 1/4
1744		440 - -	68 - -	448 3 6 1/4	2354 9 1 1/2
1745		120 - -	36 - -	356 13 11 1/4	1711 18 6 1/2
1746		17 17 -	40 - -	372 7 3 1/2	1244 8 1 3/4
1747		120 - -	44 - -	440 3 7 1/2	1395 2 6 1/2
	100 - -	1357 17 -	300 - -	2845 3 5 3/4	13594 12 11 1/2

**10 Feb 1749 Nicholas Walton to William Corbett**

To Willm. Corbett Esqr.

Ravensworth Castle February 10th 1748/49

Sir

The Gentlemen interested in a Common called Hexham South Common have come to an Agreement to divide it and have the Consent of Mr Blackett the Lord of the Manor of Hexham And as some of the Derwentwater Estates have a Right upon this Common, they have applied to us to join with them in this Division and agree to set off such Share as shall appear to be right where it shall join upon the Derwentwater Estate And as this appears what is very reasonable we take the liberty to desire the Board will signify to us their pleasure therein in order that the Gentlemen concerned may be acquainted therewith.

As a part of the Derwentwater Woods were taken down by Mr <Martin> last Season and as a part will also be taken down the Season ensuing, we beg leave to acquaint you that we think some part thereof should be hedged off for Springing, both in the County of Northumberland and Cumberland & as this is the Season of the year for doing of it we beg the Boards Directions therein. What we propose is only to hedge off such parts as will not answer for Tillage Improvement, in all which Cases Tenants must have allowances made by way of abatement of Rent, but that we hope will not be very considerable as it shall be our Care to do it in the most equal and frugal manner. At Dilston and some other places where the Ash and Elm Wood is taken down near the House, the Ornament will be very much destroyed & therefore we beg leave to recommend it to the Boards consideration whether in such places we should plant young Wood instead thereof. We are Sir Yours etc

Walton & Boag

**24 Feb 1749 Nicholas Walton to William Corbett**

To Willm. Corbett Esqr.

Ravensworth Castle February 24th 1748/49

Sir

We rece'd yours with the Boards Minutes of the 15th Inst. which we duly observe.

The Tenants of that part of the Derwentwater Estate joining upon Hexham Common have a right of Herbage, in such proportion as these Estates bear to other Gentleman's Estates joining thereupon; and this they enjoy without limitation. It is apprehended every Person interested in this Common will be a gainer by the intended Division so that we apprehend it will be an advantage to the Tenants of the Hospital during the Continuance of their present Leases and at the expiration thereof an advantage to the Hospital by an advance of Rent. We will endeavour to get a Map of this Common and send you with such Observations as we are able to make for the Boards information as soon as possible but it is a thing will require some time.

We will take care to Hedge off such Part of the Lands for springing where the Timber has been & shall be cut down as will not answer for Tillage and this shall be done with as little Expence as possible to the Hospital. All we meant to plant was only on such parts as shall be hedged off, where there is void Spaces, and on some steep Ground near Dilston hall which by cutting down the Ash and Elm is become very naked. But in this we will pursue the Boards Directions and we only beg leave farther to offer it as our opinion that a little planting as above will not only be ornamental but in the end profitable. In regard to what we said of the Allowances to be made the Tenants by way of abatement of Rent for such parts as should be hedged off their Farms for Springing [sic] we meant that in such parts Tenants should be allowed Damages according to the covenant in their respective Leases for that purpose. Where such parts as are fitt for Springing and not for Tillage Improvement are hedged off; the Tenants lose the benefit of Herbage or Eatage by their Cattle and consequently by the Covenant before mentioned are intituled to an Allowance. As to the quantity of additional Tillage Land which will be got by cutting down the Timber it is impossible for us to inform you without an actual survey which would cost a considerable Sum; and were the Board at present inclinable to go into that Expence it cannot at all be judged of. When the Timber in such parts as are capable of Tillage Improvement is cut off a great deal is to be done before the improvement can be made as the Roots of all the Trees are to be taken up to render it tillable. The Tenants who at present have Leases which do not expire till May day 1758 will have the Benefitt (if any there be) of such improvement as it cannot be the Interest of the Hospital to be at any Expence of preparing Land for Tillage where the Tenant must enjoy the profits of it for a Term of years to come and therefore in all cases where it shall happen that an Improvement can be made the Tenants must be at the Expence of taking up the Roots themselves if they chuse to engage in the Improvement and though this will be some advantage to the Tenants before the Expiration of their present Leases, we think it will be an advantage in the End very considerable to Greenwich Hospital

We are Sir Yours etc

Walton & Boag

**9 Oct 1750    Nicholas Walton to Richard Horne**

To Mr Horne

Ravensworth Castle October 9th 1750

Sir

In looking through the Lead Mines in Alston moor I find a Discovery is made lately in a Rivulet called Crossgill Burn of a Vein which has in it malleable Lead; it lyes in such a situation that a Tryal of it may be made at a small expence, and as it is so uncommon a thing I would recommend it to the Board to make the Tryal at their expence. I think it will not cost above £15 or £20. The Mines in general are in a

flourishing State and I hope will be more so as it is said the Earl of Carlisle will join some of the Adventurers in making some considerable Tryals.

When I was at Hexham the Earl of Northumberlands Bailiff came to me and demanded several Rents payable out of Buteland Whittle Dilston and Corbridge. I gave him for answer that we apprehended the said Rents were not claimed by the Duke of Somerset at the time of the Forfeiture and so of course were not due, but that I would acquaint the Directors of the Hospital with his having made a Demand and give him their answer which you will be pleased to enable me to do as soon as it is convenient. You will be pleased to observe there are several Rents which have been formerly paid to the Duke of Somerset out of the Derwentwater Estate, but have been discontinued since Michaelmas 1736 for the reasons mentioned; a particular of which I send you inclosed with the Sums in an additional Column which are now demanded. I suppose we shall in course have a demand made for all the rest, those now demanded being what falls within the District of the Bailiff of Corbridge. I am for Mr Boag & Self  
 Sir Your most hble. Servt. Nichos. Walton

The Farm Rents said to be payable out of the Derwentwater Estate to the Duke of Somerset, but not having been claimed or allowed by the Commissioners appointed to inquire into the Estates of Certain Traitors are not paid yet

			Rents demanded
Spindleston for Castleward	£- 13	4	
Do. for cornage	- 2	8	
Alnwick House and Closes	- 4	2	
Middletonhall a Fee Farm Rent	- 10	-	
Do. a banquet	- 12	3	
Do. for Cornage	- 2	-	
Buteland for Castleward	- 13	8	- 13 4
Do. for Cornage	- -	8	incl above
Corbridge Eals	- 9	6	1 2 10
Part of Dilston	- 6	-	incl above
Midrigg	- 5	4	incl above
Dilston Estate	- 13	4	- 11 4
Throckley Estate	2 15	7 1/2	
Warkworth Burgage	- 1	1 1/2	
The Manor of Derwentwater	- 2	-	
Whittle for Castleward	- 4	6	- 6 8
Do. for Cornage	- 1	4	incl above
	£7 17	6	

**18 Jan 1751   Nicholas Walton to William Corbett**

To Willm. Corbett Esqr.

Ravensworth Castle   Janry 18   1750/1

Sir

In regard to the intended Division of Wark Fell and Broad Pool Common in the Manor of Wark, we see no objection to it provided the Lord of the Manor have his proportion and set off in a proper situation. The shares which have been set off on Division of Commons, to Lords of Manors have been sometimes 1/16th and sometimes 1/12th part, but we believe more general to set of 1/16th, however in this case we think the Hospital should be intitled to a Twelfth, at least we think as these things are generally settled by particular agreement we should endeavour to have that share. These Commons were not surveyed and consequently do not appear in the general plans, but as they are extensive Commons the Hospital's Share will be considerable and may deserve two Shillings or more per Acre, but of that we can judge better when the situation and Quality of the Common to be sett off is known. Mr Reed a principal Freeholder has been with us and offers to give 18d to 2s per Acre, but we think it is better not to engage with him or any body till we know our Share. We are

Sir Your most hble. Servts.

Nichos. Walton   Hugh Boag

**15 Mar 1751   Nicholas Walton to William Corbett**

To Willm. Corbett Esqr.

Ravensworth Castle   March 15th   1750/1

Sir

In the time of the Rebellion several Writings relating the Derwentwater Estate were found by Sir William Middleton at Sir John Swinburn's in Northumberland which Mr Airey was directed to Schedule which is now done and as we have apprehended those writings ought to be lodged by the Board in some Persons hands for their use we have applied to Mr Airey for them who unwilling to deliver them to us on having the Boards Order to discharge Sir William Middleton of them. The form of which Order we send you inclosed which we find would be agreeable. Please to lay tis before the Board. We are

Sir your most obed. Servts.

N Walton   H Boag

Please to deliver unto Messers. Nichos. Walton and Hugh Boag our Receivers for the Royal Hospital for Seamen at Greenwich, the several Deeds and Writings relating to the Estates of James late Earl of Derwentwater executed for High Treason and forfeited to the Crown, and settled by Act of Parliament to the use of the said Hospital



which were by you seized at the House of Sir John Swinburn at Capheaton in the time of the late Rebellion as one of his Majesty's Justices of the Peace, And for you so doing the Recet. of the said Nicholas Walton and Hugh Boag shall be your sufficient discharge and indemnity. Given under our Hands the [blank] Day of [blank] 1750

AB CD EF GH Commissioners of Greenwich Hospital

To Sir Wm. Middleton Bart. Belsay Castle, Northumberland

**22 Mar 1751 Nicholas Walton to William Corbett**

To Willm. Corbett Esqr.

Ravensworth Castle March 22nd 1750/1

Sir

An Infirmary is now establishing at Newcastle for entertaining infirm People of the Town and two adjacent Counties of Durham and Northumberland, and most of the Gentlemen of Great Estates in both Counties are subscribing to it, by which the Poor of those Estates will have a benefit. We have been applied to on this occasion for a Subscription from the Derwentwater Estate and would be glad to know if you think the Board will encourage it. We apprehend a Subscription of £10.10. per Annum would be agreeable. We are

Sir Your most obliged hble. Servts.

Nichos. Walton Hugh Boag

**5 Apr 1751 Nicholas Walton to William Corbett**

To W. Corbett Esqr.

Ravensworth Castle April 5th 1751

Sir

As there is now an Infirmary establishing at Newcastle for the Relief of the Industrious Poor when distressed by sickness or otherwise in the said Town of Newcastle, and Counties of Durham and Northumberland we take the liberty to acquaint you with it, and desire you will lay it before the Board. Most of the Gentlemen of great Estates, and many others have subscribed and are daily subscribing to this useful Charity, and as we have been applied to on this occasion for a Subscription from the Derwentwater Estate we hope the Board will not take it amiss that we desire the thing may be laid before them. The Benefitts arising from things of this kind are so well known, especially in the City of London, that it would be presumption in us to say anything on that head, so that we beg leave only to add that it would give us great pleasure to see the distressed Poor in the Derwentwater Estate share in so great a Charity, the Subscriptions to which are already swelled to upwards of £800 per Annum. We think the Board should not give less than ten Guineas per

Annum to this Charity but that we submit to their Consideration. We are Sir your most obed. Servts.

Walton & Boag

## **21 Aug 1751 Dudley Ryder to John Everest**

[Note: This is the legal opinion –from Ryder to Everest, then sent to Walton on 31 October- referred to by Walton in his letter to John Everest on 16 Nov 1751, given elsewhere. Houseboot and hedgeboot are the right to take timber for repairs]

Case

Tempore <Dno> Eliz. R'na. Sir Thos. Hylton Seized of the Manor of Alston Moor in Cumberland in which there were a Great many Messuages and Tenements held as parcel of the said Manor In Customary Tenure or Tenant Right and were subject to the payment of certain annual Rents called Fineable Rents and Fines on Change of Lord by Death and on Change of Tenant by Death or Alienation; there were also some Freehold Houses and Parcels of Ground belonging to the Tenants only which paid small yearly Quit Rents, And both Freehold and Customary Tenants were (as supposed) Intituled to Common of Pasture for all Commonable Cattle Levant and Couchant on their respective Tenements and to Common of Turbary upon the Wastes of the manor which are very extensive as appurtenant to their Tenements.

1595 The Lord & Tenants (as is supposed) having come to an Agreement to extinguish the Customary Tenure the Tenants surrendered their Customary Interests and Sir Thos. Hylton then Lord granted each Tenant a lease of his Customary Estate for Twenty one years reserving only a yearly Rent;

Soon after the Death of Sir Thomas Hylton, Henry his Son and heir entered into an Agreement with the Tenants to grant each Man a Lease of the Tenement he then possessed for 1000 years reserving a small Rent (supposed to be the Ancient Customary Rent) to be paid yearly and twenty times the Amount of that Rent every twenty one years as a running Fine or Grassom And in pursuance of such Agreement by Indentures dated the first of September 1611 Between said Henry Hylton on one part and the Tenant of the other Reciting the former Lease for Twenty one years granted by Sir Thomas Hylton which would determine in 1615 the said Henry Hylton for the Consideration therein mentioned Did Demise grant and to Farm Lett unto A.B. (the Tenant) All that Messuage and Tenement called N being of the yearly Rent of Nine Shillings situate etc and now in the Tenure and occupation of the said A.B. or his Assigns and all Houses Buildings, Meadows Feedings Grounds Inclosures Pastures Common of Pasture Turbary Ways Waters and all other Easements Profits and Commodities to the said Messuage of Tenement and all other the Premises belonging or in any wise appertaining or thereof accepted reputed or taken to be Part or Parcel or

used and occupied as Part or Parcel thereof together with Houseboot and Hedgeboot to be taken at the Sight of the Officer there for the time being so often and all times when need shall require And as it hath been used and accustomed to be spent or used in or upon the said Messuage or Tenement and other the Premises To hold from the first of May which shall be in the Year of our Lord 1615 for one thousand years then next;

The Freeholders of the Manor and also the Tenants interested under these Leases have ever since the Commencement thereof depastured their Cattle upon the Wastes of the Manor and dug Turfs there but the Wastes being very large far more than sufficient to support all the Cattle in Summer which the Product of the Freehold and Lease Grounds is able to subsist in Winter; [next 4 words underlined] It has been usual for all the Lords from Time to Time [next 13 words underlined] to permit the Tenants to inclose small Parcels of the Wastes lying near their Houses and to improve the same they paying the Lord small Annual Rents and generally Fines for the Parcels so improved which are called [next word underlined] Intacks as for their Ancient Tenements which has been a very great advantage to the Tenants as well as the Lords and contributes greatly to the General Improvement of the Country;

This Manor by several Conveyances and Descents became vested in the late Earl of Derwentwater and by the Attainder of him and his Brother Charles Ratcliffe became vested in his Majesty and by the Statute of the twenty second of his present Majesty is vested in Trustees for the Benefit of the Royal Hospital at Greenwich.

About 12 years ago the said A.B. then and yet possessed of the said Tenement by virtue of and under the Lease granted by the said Hylton by consent of the Stewards of the Manor inclosed a small Parcel of the Wastes for which he has ever since paid a small yearly Rent and in 1747 (the time when the Fine for his Tenement became due) he paid a twenty Penny Fine for his Ancient Tenement but never had any Grant of Conveyance of this Intack and several other Tenements are now exactly under the same Circumstances.

In July 1751 one Rutter who is possessor of one of those Leasehold Estates and also seized of a Freehold House and Close within the Manor threw down the Hedges made about the pieces of Waste taken up by A.B. and threatens to throw down a great many more tho' he himself has formerly consented to the inclosing which will make most sad Confusion and greatly prejudice the whole Country.

1st Q[uer]y As the Wastes of the Manor are far more than sufficient for the Support of all Cattle which the Tenants can keep upon their improved Grounds and for their Turbary and the small Parcels which have been taken up and inclosed by the Tenants of no sort of prejudice to anybody Whether the inclosing of them for the Improvement may not be justified and Damages recovered for what has been done already and a stop put to this man's pulling down the Hedges for the future and if so what will be the properest method for these purposes the Tenants having no Grants of the Intacks.

Opinion     If there is a Custom for making such Inclosures I think they may be justified otherwise not; For there is no right of Inclosure generally against Common of Turbary, tho' there is against Common of Pasture, the proper Method of trial is by an action of Trespass in the name of the Tenant whose Inclosure is pulled down.

2d Qy        Whether any Tenant whose Intack has stood above 20 years for which he has paid a small Rent (which may be called a Quit Rent and a Fine) may not, (in case his Hedge be pulled down) safely bring an Action of Trespass in his own name

Opinion     The 20 years Enjoyment is I think sufficient to entitle the Possessor to an Action of Trespass for pulling down the Inclosure

D. Ryder 21st Augt. 1751

### **16 Nov 1751 Nicholas Walton to John Everest**

[Note: The legal opinion referred to here is given as Dudley Ryder to John Everest on 21 August 1751. The papers Walton says will be sent regarding Throckley are given below as a separate entry under the date 30 November 1751.]

To Mr Everest

Ravensworth Castle   Nov 16 : 1751

Sir

We reced. Your Letter of the 31st of October last, with a Copy of the Attorney General's Opinion, as to the Intacks in Alston Moor lately pulled down there which we have sent to Mr Simpson for his Consideration, and as soon as we have his Answer you will hear again from us.

Before this time we hope you have heard from Mr Simpson, about Mr Richardson's affair and doubt not but you have done what is necessary for our present defence. Mr Simpson thinks we should file a Bill to perpetuate our Testimony which we think may be very proper, but before that is done, we think the Evidence should be carefully examined and taken in Writing that it may be properly judged of. We have wrote to Mr Simpson to this purpose and have desired him to lay the whole before you, and as he knows this dispute well we doubt not but he will be very explicit on the Occasion. We have a very great opinion of him, and as a great deal will depend upon his care in the Country we beg you will keep a constant correspondence with him that he may furnish you with all necessary Materials.

We are afraid we will have some Disputes with the Earl of Northumberland who we are told lays some Claim to Throckley Colliery and some other Commons in Northumberland, to guard against which we are looking into what written Evidence we have and will soon be prepared to lay it before the Board. We are

Sir Your most h'ble. Servts

W & Boag

**30 Nov 1751 Nicholas Walton to John Everest**

[Note: These are the papers regarding Throckley mentioned in Walton's letter to Everest of 16 November as being sent 'soon'. Undated, but dated here a fortnight later, ie 30 November.]

**Newburn**

In the Survey Book of Henry Earl of Northumberland Anno Domine 1586 Anno Regni Elizabetha 28 Among other things in Survey of the Manor of Newburn is contained as followeth. The Bounder as it was viewed and walked the 29th of March 1559 et Anno the 2nd Eliza Reg. by the Tennants of Newburn Callerton Walbottle Butter Law and Denton in the presence of Sir Jo: Dalavall Knight Jo: Dalavall Esqr. Thomas Bates Gilbert Errington and Lancelot Errington Gentn. with many others as followeth vizt.:

Beginning at an old Dyke on the North part of the Field of Dewly at a place called Dewly Dyke Nook where a Stone is set and descending towards the East by certain Stones, Bounders known unto the said Tenants of Newburn unto a little Thickett, and so descending unto the River called Yewse to a place called the Stone Causeway and so descending the said River Yewse unto the Bounders of the Towns of Butterlaw Callerton Wolsington and Newbegin at a place near the Stone Bridge called Yewse Bridge in the way leading from Ponteland to Newcastle and then running South by a Dyke unto the South Corner of the arable Field of Butterlaw and then by the said Dyke running a little East and by South unto the Yate called Newbegin Yate and then turning South and a little by West by a Dyke to the South Corner of the Fields of Newbegin and so between Newburn and Denton by the East Side of a certain way thereunto the Dyke Nook of Denton to a place called the Wester Edge and so turning upon the West by the said Dyke to a place commonly called Hatchester hill and descending towards the South by the said Dyke unto an old Wall called the <Pyghtes> Wall and so going over the said Wall to a place called Baggs Walls and there turning East by an old Dyke on the East Side thereof to a certain Wood Cross there called Jacks Cross in the Way leading from Newburn to Newcastle and then descending by the said old Dyke as it leadeth to the River of Tyne, between the Counties of Northumberland and the Bishoprick of Durham, unto the bounders between Throckley and Heddon and then turning North by the said Bounders between Heddon and Throckley and by the Bounders between Throckley and Hedwen [sic] and by the Bounders between Throckley and Callerton Dares or Doors and Black Callerton unto the said place called Dewly Dyke Nook where it began.

The names of the several places belonging to the Bounder of Throckley as it was rode or walked by Mr John Fenwick Bailiffe to the Earl of Northumberland and several other Tenants on or near the year of our Lord 1661

Impres Beginning at Throckley Burn on the West side of the Fell, from thence to the Holly Well from thence on or near the East side of the Birks Northwards from thence to the Hay Strother Pool North East North East from thence to the Hind Well from thence to the Stone Pike from thence a little from the North Westwards to the Lowsey Hill from Thence East to an old Cast about forty score yards more or less on the North Side to the height of the Hill called Millstones Bank and so along the said Cast Eastward to the Horse Well in Black Callerton Fields so down the Hedge Southwards to Dewly Dyke Nook This given by us whose Names are here under subscribed the first day of June 1691

Witness hereof

Tho: Hobbs	John Hunter
Ralph Lomas	Edwd. T. Richardson
Joss: Bittleston	Wm Robson
Rob: French	

John Hunter lives in Newburn. Wm. Robson & Robt. French are of the same, Edward Richardson of Walbottle gives the within mentioned Account of Throckley the first day of June 1691

#### **17 Jan 1752 Nicholas Walton to John Corbett**

[Note: John Corbett replaced William Corbett, who died c.1750]

To John Corbett Esqr.

Ravensworth Castle Janr'y 17th 1752

Sir

I reced. Yours and in Obedience to the Boards Commands of the 8th Inst. I send you an accot. of all the Fee Farm Rents due out of the Derwentwater Estate and not claimed at the Forfeiture in 1715 in all amounting to £31.10.3 per Annum. Since we were concerned in the Estate several of these Rents were paid by us, but were discontinued by the Boards Orders, others of them which we wrote against with red ink have not been paid ever by us; and the last Column shows what is due upon those which were paid. I hope this will answer what the Board wants and have only to observe that the several of these Rents have not been paid or demanded, yet I suppose when it comes to be known, that others are paid, these will be demanded in course. I am

Sir yours etc N. W

[Table of claimed Fee Farm Rents accounts referred to here is available to download in the spreadsheet 'TNA ADM 98-108 Misc accounts', tab '66 108 Fee Farm Rents 1752']



**14 Feb 1752 Nicholas Walton to John Corbett**

To Jno. Corbett Esqr.

Ravensworth Castle Febr'y 14 th 1752

Sir

We reced. your Letters of the 5th and 6th of February Inst. and observe the Boards' Directions as to the payment of the Fee Farm Rents, which we duly observe and apply to the Dean and Chapter of Carlisle for the Renewal of the Leases of Dilston and Lorbottle Tithes; but as you take no notice whether the Law Bill is paid which they lately demanded, we will omit any application 'till we hear again from you; as in case it is not paid that will be an obstacle. And another thing we beg leave to observe and that is whether it is not most proper to have the Renewal of these Leases in the Names of the Commissioners of the Hospital, from whom we are apprehensive the Dean and Chapter will expect two Thousand Pounds Security you will please to lay this before the Board and when we have their Commands will immediately apply to the Dean & Chapter

We are yours etc

Walton & Boag

Packed in a Box and sent by William Laycock Carrier between N'Castle and London the 4th April 1752 the following Counterparts of Leases of part of the Derwentwater Estate vizt:

1 Mr Peter Hughes & Sons	For Middletonhall
2 Mr John Smart	For Spindleston
3 Mr Rowland Graham	For Glororum
4 Mr George Morton	For Outchester
5 Mr William Ancrum	For Scremerston So. half
6 Mr Robert Anderson	For part of No. half of Do.
7 John Anderson	For Do.
8 Luke Ewart	For Do.
9 Andrew Scott	For Do.
10 Robert Anderson	For Mill and Fishery
11 Mr Wm. Armorer	For Scremerston Colliery
12 Do.	For Limestone Quarry
13 James Thompson	For part of Dilston
14 Matthew Thompson.	For Do.
15 John Thompson	For Do.
16 William Stokoe	For Do.
17 Thos. Brown	For Do.
18 John Stokoe	For Do.
19 Richard Gibson	For Do.

20 Paul Brown	For Do.
21 Michael Brown	For Do.
22 Thomas Radcliff	For part of Dilston
23 George Midford	For Dilston Mills
24 Abraham Bunting	For Hall and Gardens
25 Do.	For Corbridge Lands
26 William Soppitt	For a Cottage & Lands
27 Thomas Reed	For Thornborough
28 John Jopling	For Newtonhall
29 Joseph Jopling	For Do.
30 John Atkinson	For Do.
31 George Potts	For Throckley
32 Robert Surtees	For part of Newlands
33 William Green	For Lawsons Farm
34 Robert Johnson	For Selby's <etc> Farm
35 George Wilkinson	For Hall Farm
36 George Ellison	For High Field
37 George Dixon	For Selby's Farm
38 John Ellison	For High Field
39 John Hedley	For Cowperhouse
40 John Rennison	For part of Newlands
41 George Willy Snr. & Jnr.	For Sproats <etc> Farm
42 Cuthbt. Harrison	For part of Newlands
43 Nicholas Andrew	For part of Do.
44 William Dixon	For Aydonshields
45 George Trumble	For Whittle Mill
46 Chriss. Nevin	For Rowleyhead
47 George Green	For Turfhouse
48 Henry Dixon	For part of Staples
49 Jos. Green	For Rawgreen
50 William Stobbs	For Heckley House
51 Robert Dixon	For Peacock House
52 Thomas Chatt	For Upper Myrehouse
53 Robert Grundy	For ½ Staples
54 Jane Bell	For Gairshield
55 John Slater	For part of Whittle
56 Thomas Laidlah	For part of Do.
57 William Forster	For part of Do.
58 George Nicholson	For part of Coastley
59 John Dixon and Scott	For Longhope
60 David Brown	For part of Coastley
61 Martin Swinburn	For Wooley
62 Robert Martinson	For Highwood

63 John Bell	For Heckford
64 John Ridley	For Westwood
65 John Coates	For part of Elrington
66 Mark Cook	For Dinnetley
67 John Reed Esqr.	For Buteland
68 Mary and John Wright	For part of Elrington
69 John Coates	For Woodhall
70 Abraham Bunting	For Fourstones
71 William Elliot	For Page Croft
72 Arnold als. Reginald Corbett	For Allerwash
73 William Corbett	For Do.
74 John Robinson	For Lipwoodwell
75 Ann Robson	For Harsondale
76 Thomas Robson	For Do.
77 John Parker	For Middle Deanraw
78 William Elliott	For Great and Little Hills
79 John Bell and Fairlam	For Haydon Town
80 Robert Wear	For Lipwoodwell
81 Jos. & Michl. Maughan	For Lipwood & Cutts Hill
82 Thomas Walker	For Altonside
83 Jos. Todd	For Land Ends
84 Jos. Pigg	For Westbrokenheugh
85 George Coates	For Eastbrokenheugh
86 Thomas Wright	For Millhills
87 John Robson	For Sillywrea
88 Nicholas Glenwright	For Vauce & Loaning foot
89 John Bell	For Whitechapel
90 George Thompson	For part of Langley Castle
91 Abraham Bunting	For Fourstones
92 William Watson	For part of Allerwash
93 Katherine Watson	For Do.
94 William Ramsay	For Plankey Pasture
95 Thomas Dodds	For Allerwash
96 Matthew Brown	For Langley Castle
97 Edward Brown	For Do.
98 Thomas Kirsop	For Hotbank

**5 Apr 1752    Nicholas Walton to John Corbett**

To John Corbett Esqr.

Ravensworth Castle    April 5<sup>th</sup> 1752

Sir

The Commissioners for the Turnpike or Military Way between Newcastle and Carlisle, for the County of Northumberland have desired to acquaint you that the Road now making is extending towards Throckley Estate through which it is to pass. They are now entering into the Estate of the Earl of Northumberland, who has consented they shall pass through his Lands without making any other satisfaction than paying the Tenants for spoil of Ground; and they hope the Commissioners of the Hospital will grant them the same liberty to pass through Throckley Estate, on such Terms as shall appear reasonable to the Board. You will be pleased to lay this before the Board and give us such directions therein as is thought proper. We are

Yours etc    W & B

**17 Apr 1752    Nicholas Walton to John Corbett**

To John Corbett Esqr.

Ravensworth Castle    April 17<sup>th</sup> 1752

Sir

The Commissioners for the Turnpike Road between Newcastle and Carlisle, are very pressing to have the pleasure of the Board of Directors for Greenwich Hospital in regard to the part which extends through Throckley Estate. We have viewed the Roman Wall upon which the Road is to be made in this Estate, and find the same will be three Quarters of a Mile in Length, or three Acres or thereabouts, which at present is of very little value. The Commissioners we find hope the Directors will grant the liberties in the same manner the Earl of Northumberland has, whose Tenants ask no other Satisfaction than having the Road hedged off on each side, which the Commissioners have agreed to do. But there is one thing necessary to be guarded against, and that is, that the making of this Road shall not hinder or obstruct the Commissioners of the Hospital or their Tenants from making of Waggon Ways for leading Coals from Throckley or any other Colliery to the River Tyne. We wrote you on this subject the 5<sup>th</sup> Inst to which we refer, but having viewed the intended Road with the Commissioners last Wednesday, we thought proper to acquaint you with the above, which you will be pleased to lay before the Board. We are

Sir    Yours etc    W & B

**15 May 1752 Nicholas Walton to Richard Horne**

To Mr Horne

Ravensworth Castle May 15 th 1752

Sir

The Commissioners for the Turnpike Road from Newcastle and Carlisle have broke Ground in Throckley Estate; but at our request have put a stop thereto, till you acquaint the Board therewith whose answer they desire if it is possible by return of the Post; we acquainted them with what you wrote us, but as we have not received the Resolution of the General Court, we apprehend we have no power to give the Commissioners of the Turnpike leave to go on, upon a Presumption that the Board will permit them on the Terms the Earl of Northumberland has done.

The Commissioners for the Turnpike Road from Glenwhelt passing through the Barony of Langley Hexham Dilston to Shildon, are also beginning that Road, and propose going through several parts of the Derwentwater Lands. They have acquainted us therewith and desire the Board may be acquainted that they hope for their permission and concurrence therein, without making other satisfaction than paying the Tenants for spoil of Ground and hedging off the same. To these Particulars we beg the Boards Commands as soon as you can and we are

Yours etc Walton & Boag

**15 Jun 1752 Nicholas Walton to Thomas Simpson**

To Mr Thos. Simpson

Attorney at law in Penrith

Ravensworth Castle June 15 th 1752

Dear Sir

The Commissioners of Greenwich Hospital, for whom you and we have the honour to be concerned, hold the Tythes of Dilston and Lorbottle by Lease bearing the date the 23rd June 1741, which should have been renewed in the year 1748, when Mr Boag waited upon the Chapter at which time they were pleased to make a minute which they delivered to Mr Boag purporting that having been engaged in an expensive Suit about these Tythes they would not renew till the charges attending the same were paid. That they expected a fresh indemnity in a Bond of £2000 against any further demands or any suit or trouble that might attend the same; and that they expected to be paid a Rent of 16s / 6d per Annum, and the Arrears thereof due to them from the Derwentwater Estate. The Law Bills which have come to our hands have been paid and one which they have a Demand for, we are ready to pay, together with the Rent of 16s / 6d per Annum and the Arrears thereof now due, upon the renewal of these Leases on the old Terms; But we are ordered to acquaint the Dean and Chapter that the Board of Directors for Greenwich Hospital do not think proper to give them any security more

than has been usual in the Leases of these Tythes Sir John Webb having agreed to give no further trouble therein.

What we therefore desire is, that you will wait upon the Dean and Chapter and acquaint them with the above as also that the Leases must be made out in the names of Fras. Dansays, Peter Burrell, Wm. Baxter, Thomas Ripley Esqr., Dr David Cockburn, Wm. Allix & Wm. Young Esqr. you have inclosed a Copy of the Minute the Dean and Chapter made when Mr Boag was with them, by which you see they agree to renew on the old Terms when the Points they insisted upon were complied with; and as every thing except the Indemnity is agreed to by the Commissioners we hope they will make no difficulty as there is a general Indemnity in the Leases. Upon the last Renewal paid a Fine of £70 upon which Terms we hope you will obtain this renewal allowed for the time the Leases have over run Seven Years you will find a Rental will be required of Dilston Tythes which we cannot give as these Tythes have never been let. Lorbottle Tythes are now let at £36 p Annum and the reserved Rent for them is £4 payable to the Chapter so that Dilston in proportion thereto should be £45 as the reserved Rent for Dilston is £5 payable to the Dean and Chapter what we mean by the Tythes of Dilston never having been let is they have never been separated from the Farms but go with them without distinction. If you think it proper to go over to Carlisle before the Chapter day pray do so; and we hope nothing will prevent you from attending this thing your self in which we are assured you will do what is necessary to bring the matter to a Conclusion. We beg our Compliments to the Chapter and desire you will acquaint them we would have waited upon them ourselves but that it is at this time very inconvenient; but our coming is very unnecessary as this affair will be transacted by you who is also concerned for the Hospital. The money for the Fine will be ready on the least notice from you we will write to you soon in Relation to the Brief and are

Sir Your most hble Sevts.

Nichos. Walton    Hugh Boag

P.S. We have wrote two Lines to Mr Nicholson the Dean and Chapters Agent to acquaint him that you have power to treat with and will attend the Chapter, a Copy of our Letter you have inclosed

**16 Jun 1752    Nicholas Walton to Joseph Nicholson**

To Mr Jos. Nicholson

Ravensworth Castle June 16 th 1752

Sir

We rece'd some time ago the Commands of the Board of Directors for Greenwich Hospital, to acquaint the Dean and Chapter of Carlisle, that upon the Renewal of the Leases of Dilston & Lorbottle Tythes to them, they had ordered us to pay the Additional Law Bill and the Quit Rent of 16/6d per Annum and the Arrears thereof, but that they do not think proper to give the Chapter any Security Sir John Webb having



agreed to give no further Trouble therein. We would have acquainted you with the above sooner but as in the former correspondence, we had with you on this subject, we understood no business was done but upon the Chapter Days we thought it unnecessary to give you any trouble till now. We have desired Mr Simpson of Penrith to attend the Chapter upon the next Chapter Day to settle this Renewal to which we hope there will be no objection as Sir John Webb waves all future claim; and when the Leases are made out you will be pleased to make them in the names of Frans. Dansays, Peter Burrell, Wm. Baxter, Thomas Ripley Esqr., Dr David Cockburn, Wm. Alix & Wm. Young Esqr. We beg our due regards to the Gentlemen of the Chapter, who we would have waited upon but that it is at this time very inconvenient. Mr Simpson being concerned under the Hospital will answer all purposes better as being near you, and can attend you on any occasion on short notice.

We are Sir      Yours etc    W & B

**30 Jun 1752    Nicholas Walton to Thomas Simpson**

To Mr Simpson

Ravensworth Castle June 30 th 1752

Sir

We rece'd your favor of the 24th Inst. and observe the Resolution of the Gentlemen of the Chapter of Carlisle have come to, in regard to the Renewal of the Leases of Dilston and Lorbottle Tythes. In answer to which we do assure you we lett Lorbottle Tythes for no more than thirty six Pounds p annum, out of which we pay Land Tax and Four Pounds Dean and Chapter Rent. That forty five Pounds p annum is our valuation of Dilston Tythes, out of which we also pay Land Tax and five Pounds p annum Dean and Chapter Rent. There cannot be any other Rental given of Lorbottle Tythes, that are lett to Mr Richd. Dobson for a Term of Years at £36 p Annum and that we receive of him and no more, and we are not able to give any particular valuation of Dilston Tythes. We have been open with the Chapter, and desire to conceal nothing from them; and in order that they may have all the satisfaction we can give, we have thought it best to have a valuation made by indifferent Persons who compute Dilston Tythes to be worth fifty Pounds and tho' it is contrary to our own judgement, we are ready to submit to it, to make an end. We suppose no allowance is made for Land Tax, so that had the Tythes been renewed at the end of Seven years, the then Fine would have been Seventy and seven pounds, and consequently according to the method you mention, the Fine now would be one Hundred and ninety two Pounds and ten shillings. This we will recommend to the Board of Directors to give on renewing these leases, and hope the Gentlemen of the Chapter will accept of it. We doubt not but the Directors for Greenwich Hospital will enter into the same Covenants we did on the last Renewals, and as soon as the Fine is fixt, we will procure their Letter as you direct, together with the present subsisting Leases, and an authority to you to surrender them on granting new ones. The Law Bill of £30..1.. due to Mr Dobinson with the Arrears of the

customary Rent shall be paid with the Fine. And as the Leases of Dilston Farms will expire before another Renewal, the Tythes shall be lett separte, so that we hope no difficulties will attend any future Renewals. We beg you will again see the Prebends and lay this which is a true state of the affair before them, and on receiving your answer the compleating the whole shall meet with no delay with us. We beg our Complim'ts to the Prebends and are

Sir your most obedt. hble. Servts.

Nicholas Walton    Hugh Boag

**30 Jun 1752    Nicholas Walton to Richard Horne**

To Mr Richd. Horne

Ravensworth Castle    June 30 th 1752

Sir

We had some time ago the Board's Commands to apply to the Dean and Chapter of Carlisle for a Renewal of the Leases of Dilston and Lorbottle Tythes and as it was to no purpose treating with them till their Chapter Day which was upon the 23rd Inst. we gave Mr Simpson Instructions to attend the Chapter, who writes us he has had great difficulty in getting them to give up the Security of £2000 which they formerly insisted upon and all he can bring them to is that they will accept of £202.10 for a Fine on Renewing these Leases. The Bill of Law Charges of £30.1s.. and the Arrears of the 16s/6d Customary Rent they insist shall be paid, which they have been acquainted will be done upon renewing the Leases. The method of computing the above Fine is thus. They value the Tythes at £81 per Annum which is a Fine for seven years at the end of the tenth year another Fine is due, and at the end of the eleventh year half a Fine more making in all £202..10.. We value Dilston Tythes at £45 after deducting the years reserved Rent and the Tythes of Lorbottle being lett at £36 per Annum after deducting a years reserved Rent will remain £32 so thet the two together will be £77 per Annum and consequently the Fine on a lapse of eleven years at 2 ½years value as above will be £192 10s. We have wrote Mr Simpson to endeavour to get the Fine fixed at £192 10s and hope he will get it done as he has more influence with the Chapter than any body, but if he should not we beg leave to recommend it to the Board to comply with the demand of £202 10. The Dean and Chapter Forms require that an application be made to them for a Renewal by the Gentlemen to whom the Leases are to be granted, so that you will be pleased to get a Letter wrote and signed by Fras. Dansays, Peter Burrell, William Baxter, Thos. Ripley Esqr., Dr David Cockburn, Willm. Alix & Willm. Young Esqr. the Form of which you have inclosed. The present subsisting Leases must be surrendered, and in order that they may be so surrendered we desire you will sent them down by the first Carrier, as we suppose they will be too heavy to come by post. They were made Exhibits in the Commission with Sir John Webb and we suppose must be in the hands of Mr Radley's Executors or Mr Everest.

We are Sir Yr most hble Servts.

Nichos. Walton Hugh Boag

Royal Hospital for Seamen at Greenwich June 20<sup>th</sup> 1752

Gentlemen

The Suit with Sir John Webb touching the Tythes of Dilston and Lorbottle having occasioned a too great delay in renewing the Leases thereof and that Suit being now at an end we desire to surrender to you the present subsisting Leases granted to our Receivers Messrs. Walton and Boag, and that you will on such surrender grant to us new Leases thereof for the term of Twenty one years as is usual in such cases at and under the yearly Rents and Covenants in the said subsisting Leases mentioned and contained which will oblige

Gentn.

Your most hble Servts.

**10 Jul 1752    Nicholas Walton to Thomas Simpson**

To Mr Simpson

Ravensworth Castle July 10<sup>th</sup> 1752

Sir

I have the favour of yours of the 6<sup>th</sup> July Inst. by this Days Post, and observe what you have further done with the Prebends of Carlisle. I wrote to the Board of Directors the Day I wrote to you, to which I have yet had no answer, but expect it every Post. I suppose by next post I shall certainly have their answer, and then you shall immediately hear from me. Nay if I don't hear from them, I will the Post afterwards give you full Powers, and send you a Bill for the Fine, the Bill of Law Charges, & the Arrears of the Customary Rent. I shall have some difficulty in getting the Leases to surrender as they were exhibited in the Commission with Sir John Webb but I have wrote for them and hope they will come in time. The new leases must be to [underlining starts:] Francis Dansays, Peter Burrell, William Baxter, Thomas Ripley Esqr., Dr. David Cockburn, William Alix and William Young Esqr. being seven of the Commissioners or Governors and Directors of the Royal Hospital for Seamen at Greenwich appointed by an Act of Parliament made in the twenty second year of the Reign of his present majesty King George the Second Instituted an Act for vesting the several Estates of James late Earl of Derwentwater and Charles Radcliff deceased comprized in several Settlements therein mentioned in Trustees for an absolute Estate of Inheritance for the Benefit of the Royal Hospital at Greenwich and for raising certain Sums of Money out of part of the said Estates for the Relief of the Children of the said Charles Radcliff and the Survivers and Survivor of them, and the Heirs of such Survivor, their Executors and Administrators [underlining ends]. I will write for a Copy of the Order made in the Dismission of Sir John Webbs Bill and send it you. Mr

Everest has not sent me a Copy of Kitt. Ricardson's answer nor do you need to do it as it is of no consequence my seeing it. I never doubted the young man's swearing hard; and I expect his Witnesses will not be behindhand with him; it is said he has two good hands that will go through stitch. Mr Donkin has contracted the Plan, and I have ordered six Copies to be made for the Council, which you shall have before the Assizes. I am

Sir your most hble Servt.  
Nichos. Walton

**10 Jul 1752    Nicholas Walton to Richard Horne**

Mr Richd. Horne

Ravensworth Castle July 10 th 1752

Sir

I was at Hexham on Wednesday with some of the Commissioners of the Turnpike Road which passes through that Town who propose leaving the present Road in many places and intend to go through the Derwentwater Lands. By the Act they have not power to do more than repair and widen the present Road, so that the Directors have it in their power to put a stop to their passing through their lands. They at present desire to go through a part of Dilston in order to make a convenient Road to the Bridge over Dilston Water, which we think the Board should comply with being not above two hundred yards in length. But they would extend the Road after crossing Dilston Water through the park, which we think not reasonable as a Stable must be taken down for passage, and as it will take up a considerable quantity of Land, being a Mile in length. We wrote you before that provided a satisfaction was made the Tenants we did not see any objection to the alteration of the Road, but on considering it since we do not think it right for the Board to comply with more than giving leave to go through the small part to the Bridge as above. You will be pleased to consider where the Earl of Northumberland gave leave to pass through his lands on paying Damages, the Commissioners had a power to pass through those Lands by Act of Parliament as the Road is a new one where no old Road was, but the present case is, that of repairing an old Road only and where any Lands are taken in to make the Road of a convenient breadth or where Lands are granted to pass through; a Satisfaction is to be made by way of purchase, which the Commissioners of the Road are ready to comply with, be pleased to lay this before the Board whose Directions will be necessary for us to have before the 22nd Inst. as a General Meeting is then intended to settle these matters. I am for Mr Boag and Self

Sir    your most hble. Servt.  
Nichos. Walton

**14 Jul 1752    Nicholas Walton to Richard Horne**

To Mr Richd. Horne

Ravensworth Castle    July 14<sup>th</sup> 1752

Sir

We have this Day recd. your Letter with the Boards Minutes of the 11<sup>th</sup> Inst. in which we observe the Board have sold the Dues of Lead Ore at 55s/ per Bing for Bouse and 50s/ per Bing for Cutting Ore to the Governor and Company for Smelting down Lead etc on their Proposal of the 2<sup>nd</sup> Inst. The Board were pleased by their Minutes of the 20<sup>th</sup> June last to direct that the Dues of Lead Ore should be sold to Mr John Smith at 50s/. per Bing, for Bouse Ore and 45s/.. per Bing for Cutting Ore if no better price could be got and as we had no Proposal from any body else we had a meeting with Mr Smith the 4<sup>th</sup> Inst. and agreed with him at 52s/.. per Bing for Bouse and 41s/.. per Bing for Cutting Ore which was the best Price we could gett. We are extremely sorry if this Agreement we made should clash with what the Board has done, but we think as the Governor and Company's Proposal was made on the 2<sup>nd</sup> and Mr Smith's second Proposal was not made to us before the 4<sup>th</sup> it ought not however be that as it will we did our best and to the utmost of our power for the Interest of the Hospital. This extraordinary Price which the Governor and Company has agreed to give must be owing to an apprehension they have had, that the Earl of Carlisle was a Bidder.

The Dean and Chapter of Carlisle upon a Remonstrance we made in answer to their proposal to Mr Simpson agree to accept of £192.10., for the Fine on renewing Dilston and Lorbottle Tythes. But they insist that the Leases shall be immediately granted or they must come to a new Agreement for the Fine. And this new Agreement they have given us to understand must be reckoning a Lapse of 12 years or 3 years Value for a Fine. Mr Simpson has therefore agreed that the new Leases be immediately made out and sealed; which is accordingly done but still subject to the approbation of the Board. The Inclosed is a Draught of the Leases which we apprehend is the same as those granted to us, but lest there should be any alteration, the whole is subject to the Boards approbation. The Leases to us were exhibited on Sir John Webb's Commission and must be in Mr Everest's hand, or in the hands of the Executors of Mr Radley, which we wrote to you about before, and may be probably sent down before this comes to your hand; if not you will compare the Draught with them; and unless there is any material difference between them and the Draught, we advise that no alteration be made as we are of opinion the present Agreement is the best that will be got. The Dean and Chapter desire a Copy of the Order on the dismissal of Sir John Webb's Bill. The Leases to us must be surrendered and an application must be made for a renewal all which should be hastened or the whole will stop.

We are Sir

Yours etc N Walton & H Boag



**14 Jul 1752    Nicholas Walton to Thomas Simpson**

Mr Simpson

Ravensworth Castle    July 14<sup>th</sup> 1752

Sir

We have yours of the 11<sup>th</sup> of July Inst. with the Draught of a Lease of Lorbottle Tythes which we have this Post sent to the Board with a full Letter to hasten the Leases to us down together with a Copy of the Order on the dismissal of Sir John Webb's Bills and an Application for a renewal as you before desired. We have by this Post full power to make the Agreement for the Fine so that you have hereby power to acquaint the Chapter the Fine of £192..10.- is agreed to and as we hope no alteration is made in the Leases there can now be no difficulty but we apprehend the Commissioners of the Hospital will expect the Leases in all aspects the same as those were to us. We expect soon to have all the materials the Chapter want from us and then the whole may be soon finished and therefore 'till that is done it seems unnecessary to send you the money however if that is proper you shall have it on notice

We are Yours etc    W & B

**31 Jul 1752    Nicholas Walton to Richard Horne**

Mr Horne

Ravensworth Castle    July 31 1752

Sir

We reced. yours with the Boards Minutes of the 22 Inst in Course and on Wednesday Evening by Mr. Ride we reced. Your letter of the same Date signifying the Board's Commands, all which we have due regard to. We have likewise reced. the Draught of the Lease of Dilston and Lorbottle Tithes and a Copy of the Dismission of Sir John Webb's Bill and as soon as the subsisting Leases come to hand we will lose no time in finishing that affair.

Mr. Ride went yesterday Evening to Hexham attended by Mr Bunting one of the Bailiffs of the Estate, who has Directions to accompany him through the Estate and give him every other assistance he shall require and we beg you will assure the Board we will have due regard to their Orders in giving him all the assistance in our power.

The Commissioners of the Turnpike Road passing through Hexham have agreed not to attempt going through Dilston Park after being acquainted with the Board's Resolution thereon; and we apprehend they will give up their intention of passing through about 200 yards in Length to the Bridge over Dilston Water and consequently will keep the old Road through all Dilston Estate. But they are pressing for the Boards leave to pass through Longhope Farm about 400 yards in Length. This they say the Act gives them power to do, but they are unwilling to proceed in an adverse way. They have given us the Act which we had not before and the Clause giving them power to purchase Lands you have herewith



We are etc W. & B.

**10 Aug 1752 Hugh Boag to Richard Horne**

Mr Horne from Carlisle

Carlisle Augst. 10 th 1752

Dear Sir

Our Alston Cause wherein we were Defendants that is Ricardson against Bateson and others was brought on by Ricardson this Morning the very Day the Judge was to leave the Town but Judge Legg staid to try it and did it with a great deal of patience when after a hearing of about 3 hours Ricardson was non-suited and could not prove his ever being in possession so we have got costs against him and hope never to be troubled more with him. I wish the Hospital joy and am

Dear Sir, Yours etc H. B.

P.S. I am just tired out having been here 8 days attending the coming on of this Cause

**3 Nov 1752 Nicholas Walton to Richard Horne**

To Mr Richd. Horne

Ravensworth Castle Novemr. 3rd 1752

Sir

You will receive by this post under one Cover the Report Mr Ride made after his View of the Derwentwater Woods without Answers to each Article, and under that which covers this you will receive an Account of all the Proposals which have come to our hands for Lead Mines and Farms.

In regard to our Answers to Mr Rides report we do not in any material point disagree with him in opinion, it is principally as to the care of the young Spring Woods and that is entirely owing to the cold situation in which most of these Springs are. Upon the whole we hope it will appear to the Board we have not been wanting in our duty in taking the necessary care of the Woods; and we beg you will assure them it shall be our constant care and endeavour to pursue their directions in doing what is in our power for the interest of the Estate. And as it will be proper for this Winter to hedge off some parts of the young Springs particularly at Keswick the sooner we have the Boards Commands the better. We have given you the Account of the several Farms as particularly as we can, the number of Acres the present Rent, the several Biddings and a Computation of the value of each Farm per Annum and in the last column is the best Bidders, to whom we advise the several Mines and Farms to be confirmed unless you have better offers. It is probable we have shall have some Offers in London as some People have told us they would make Proposals who have not yet done it. Mr Martyr says he wants some Farming as a Convenience for keeping Teams for leading

his Wood but he has not made to us any Proposal. You will observe John and William Todd and James Forster have each offered £46 for East Deanraw the former we think the better Bidder as having done it first, vizt. Upon the 17th and the latter not till the 21st October. John Robson for part of Middle Deanraw for the same reason. Henry Maughan we think deserves a preference as having been the present Tenant of the Lough and very able And William Leadbitter we think the best Bidder as having offered first for Fourstones and being the heir of the old Tenant. These Observations we think proper to make and submit the whole to the Boards determination. I am for Mr Boag and Self

Yours etc N. W.

**17 Nov 1752 Nicholas Walton to Richard Horne**

To Mr Richd. Horne

Ravensworth Castle Novemr. 17th 1752

Sir

We send you herein [see below] the Terms proposed for a Division of Hexham Commons given us by the Managers some time ago upon which we have had several meetings with them; and yesterday with Sir Walter Blackett who is Lord of the Manor of Hexham. In order to give you a full state of this matter it is necessary to observe that adjoining the Town of Hexham and Lands adjacent are two large and extensive Commons. The one called Hexham East Common containing by Estimation about 6000 Acres and the other called Hexham West Common containing by Estimation about 2000 Acres upon which the Inhabitants of the Town of Hexham and Proprietors of the adjacent Lands claim a Right of Depasturing their Cattle in proportion to their respective Interests. The Inhabitants of the Town of Hexham say the Derwentwater Farms have a right only upon the West Common, but the Managers for them have proposed to allow us a share through the whole provided we agree to share with the Houses in Hexham as three is to four that is for every Acre allotted the Lands the Houses to have  $\frac{3}{4}$  of an acre, or they will give us 2 Acres for one admitting us into a share of the West Common only. To this we say the Hospital Farms have a right through the whole, That it does not appear clear that the Houses have any right at all, but if it shall appear they have a right then the Division ought to be made through both Commons as one is to two, That is for every acre allotted the Lands the Houses to have only half an Acre. Upon the whole we think it is in the Interest of the Hospital to divide provided the Division is made so as their Farms have a Share through the whole as one Acre is to half an Acre as before mentioned but should it appear that the Derwentwater Farms have a right only upon the West Common it cannot be in the Interest of the Hospital to divide. The Total amount of Lands and Houses, as near as we can get the value stands thus vizt:

In Houses and Lands mixed in the Towns[hi]p of Hexham    £3289

In lands belonging the Hospital computed an advance in

Bagraw which will be out next year £30	£228
Other Lands amounting to about	£204
	£3721

We likewise send herein a Copy of a Petition intended to be presented to Parliament the next Sessions for a Division of Shildon Common in the Manor of Bywell of which William Fenwick Esqr. the present High Sheriff for the County of Northumberland is Lord of the Manor. There are in this Common many Proprietors interested, several of whom whose names are put to the inclosed Copy have signed the Petition and have agreed to divide; others there are who have not signed or agreed to the Division. Newtonhall Estate being £140 per Annum joins upon this Common and has a right thereon and as it lies convenient for turning off the Tenants Cattle upon the Common we think the Tenants of the Hospital have an advantage of others interested in the Common as it now is nevertheless we think it an advantage to the Hospital to agree to this Division. Inclosed we send you our Bank Account for last Month upon which there remains a Balance of Three Thousand Two Hundred and seventy three Pounds Six Shillings and eight Pence farthing in favour of the Hospital. There were no Receipts or Payments in the Month of September last for which reason you have no Cash Account for that Month. As we had like to have suffered by the miscarriage of a Bill for four Hundred Pounds last June, we have determined to remit the Money we receive for the Hospital in future into the Hands of Lord Ravensworth's Agent in London, who will have orders to pay the same in such manner as the Board shall be pleased to direct. We before had their Commands to make our Remittances to Mr Wood, but as this alteration of method makes it necessary as we apprehend to have their fresh Commands we beg to know their pleasure therein as soon as convenient. We have already in London Bills for £3000 which will very soon be in Cash. We are

Sir                      yours etc N. W. & Hugh Boag

Terms prepared for a Division of Hexham Common

1st        That Sir Walter Blackett Bart. Lord of the Manor have a Sixteenth part for his Consent to divide

2ndly    That the 16th part and also his share for the Demesne Lands shall be laid contiguous to Yarridge

3rdly    That all the Commons be Copyhold according to the Custom of the Manor and to pay £4 a year Rent for the whole to be proportioned according to the direction of the Commissioners amongst the several Tenants exclusive of Sir Walters Shares of the Division

4thly    That all the Commons pay Corn Tythe after 12 years are expired from the time of making the Division

5thly That there be an Act of Parliament for this Division. That the expence of the said Act, the paying the Surveyors and Commissioners and other expences relating the Division be paid proportionally to each Persons Share.

6thly That the Royalties be reserved to the Lord of the Manor as before the Division, but upon working them to make reasonable satisfaction for the damage of Ground.

7thly That the Parties divide and raise the Money for Payment of the Expences by the Poor Rate which is charged at 3/- per £ for all Houses and 4/- per £ for all Lands. The same having been duly regulated through the whole Town several years ago, and kept in a regular manner ever since And which will at the time of the Division save a great many Disputes among the Freeholders & Copyholders as to the valuing their Estates.

8thly That there be a reasonable quantity of Ground sett out for the Brick Kilns and Freestone Quarries at proper places for the benefit of the Lord and Tenants to be wrought as usual.

9thly That there be a part of the Common vested in the Commissioners to be sold towards the payment of the Charges of the Division.

[Shildon Common petition]

To the Honourable the Commons of Great Britain in Parliament assembled

The Humble Petition of William Fenwick Esqr. Lord of the Manor and Barony of Bywell, Sir Walter Blackett Bart., Edward Blackett Esqr., William Bigge Esqr. and others whose names are hereunto subscribed being Owners and Proprietors of Lands and Grounds and Common Right in the Common Fields, Common Grounds and commonable Places of Shildon within the several Parishes of Bywell St. Peter, Corbridge and Ovingham in the County of Northumberland.,

Sheweth That there is a large Common or Tract of Land situate within the Manor and Barony of Bywell and within the Parishes aforesaid in the said County of Northumberland commonly called or known by the name of Shildon Common or Shildon Moor containing by Estimation 2000 Acres of thereabouts.

That the said William Fenwick is Lord of the Manor and Barony of Bywell within which the said Common or Moor called Shildon Common or Shildon Moor lies. And the Revd. Robert Symons is Vicar of the Parish Church of Bywell St Peter but the Dean and Chapter of Durham are the Impropriators of the great and small Tithes arising and renewing within the said Parish and intituled thereto That the Revd. Mr. John Walton is Vicar of the parish Church of Corbridge and intituled to the small Tythes and the Dean and Chapter of Carlisle are the Impropriators of the Great Tythes arising and renewing within the said Parish.

That William Bigge Esqr. is Rector Improprate of the Great and small Tythes arising and renewing within the Parish of Ovingham and intituled to the same.

That the said William Fenwick Esqr. Sir Walter Blackett Bart. Edward Blackett Esqr. William Bigge Esqr. and those whose Names are hereunto subscribed and other owners and Proprietors of divers in-grounds situate and being within the said Manor and Barony and Parishes aforesaid, have in respect of or as appendant appurtenant or

belonging to the same claimed and enjoyed for Time immemorial an exclusive right liberty and privilege to turn and depasture their Beasts Sheep and Commonable Cattle upon the said Common called Shildon Moor or Shildon Common at certain Times in the year by an accustomed Stint or proportion.

That your petitioners are desirous that the said Common may be taken in and inclosed by Commissioners on that behalf to be appointed and that a specific part and share thereof may be assigned and allowed to each proprietor in proportion and according to their several and respective Shares interests and Common rights in over and upon the said Common as the same are now undivided.

But altho' such Inclosure and Division will be a manifest advantage to the Persons interested in the Premises and tend greatly to the improvement of their several Estates in the said Lands Grounds and Common Yet the same cannot be established or rendered effectual to answer the Intention of the Parties without the aid and authority of Parliament.

Your Petitioners therefore humbly pray that a Bill may be brought in for the purposes aforesaid.

Wm. Fenwick	Jas. Atkinson	Robt R (his mark) Simpson
Wm. Bigge	Oswald Hind	
Geo. Surtees	Hen. Winship	Will Hynter
Robt. Smith	Thos. Forster	Jas. X (mark) Moffits
Robt. Surtees	Hen. Herison	Will Bell
Geo. Coulson		

We whose Names are hereunto subscribed being Owners of Lands lying within the Township of Newton, Newtonhall, Acomb, Bearl, Stelling, Bywell, Welton, Weltonhall, Ovington, Haltonshields and Clarewood, having a Right of Common upon Shildon Common or Shildon Moor within the Manor & Barony of Bywell lying within the several Parishes of Bywell St. Peter, Corbridge and Ovingham in the County of Northumberland being of opinion it will be a great advantage to have the said Common or Moor Inclosed and divided do hereby consent and agree that an Application be made to Parliament the next Sessions in order to obtain an Act of Parliament for inclosing and dividing the said Common called Shildon Common or Shildon Moor and that the said Land to be so inclosed shall be divided and allotted to each Proprietor according to their respective Shares Interests and Common Right therein And we do hereby appoint Mr. Edward Bigge of Lincoln's Inn our Solicitor for that purpose

Dated the 14th day of October 1752

**24 Nov 1752 Nicholas Walton to Richard Horne**

To Mr Horne

Ravensworth Castle Novemr. 24 1752

Sir

Mr Stewart is looking into the Title Deeds of Coastley and by what appears to him, we shall have a Right only upon Hexham West Common; and if that should appear to be the case we do not think it in the Interest of the Hospital to divide with the Hexham People as we before wrote you But of this you shall be further informed when Mr. Stewart has gone through his search into the Title Deeds in the mean time it is probable the Board will be applyed to, we think they should act with caution in the answers they give. Upon this search into the Title Deeds of Coastley, and that which was made in regard to Throckley Colliery we see how necessary and useful these Deeds and Papers are and of what consequence it is to the Hospital to have them properly lodged. They are at present in Mr. Airey and Mr. Stewards hands; but were intended to be delivered over to us, as you will see by an order sent you the 15th March 1750/1 by us intended to be signed by the Board. A copy of which intended order you have herewith, and we beg the Board will give us such directions therein as they think fit. We are Sir

Yours etc. Walton & Boag

Copy of an order intended to be given by the Board of Directors for Greenwich Hospital to Sir William Middleton Bart for the Delivery of the Title Deeds of part of the Derwentwater Estate to Messrs. Walton and Boag

[the same text as given earlier under letter dated 15 March 1751]

**9 Feb 1753 Nicholas Walton to Richard Horne**

[Note: The letter covers a list of the terms proposed for the Hexham Common division agreed at a meeting on 23rd Dec 1752. Regarding item 5 in the list (ie.that the 2 plots at Kingshaw Green and Lambsheel lane were to be sold to defray the Commissioners' expenses) they were being advertised for sale 13 months after the said Meeting (Newcastle Journal, January 19th-26th, 1754)as follows: 'At Hexham. A parcel of fine Haughland called by the name of Kingshaw Green situated at the meeting of the rivers of North Tyne and South Tyne, another parcel of ground called by the name of Lambs' heel Lane situate near the Linnell Miln.']

To Mr Horne

Ravensworth Castle Feb. 9th 1753

Sir

As Mr Boag expected to have been in London about this time, we have not troubled you with any thing relating the Divisions of several Commons which the



Commissioners of the Hospital are Interested in. But as he waits Lord Ravensworths orders which may not be so early as he expected, we think proper to acquaint you that application is intended to be made to Parliament this Session, for Dividing Hexham, Shildon & Corbridge Commons the last of which we were acquainted with only Yesterday, as you will see by the Letter inclosed. In regard to the two former divisions we wrote you fully before, and have now only to add that a Bill has been prepared for Hexham in which is a Clause Impowering the Commissioners who are to be Authorized to Divide, to settle the property where any dispute arises in the regard to the right Claimed which we think very unreasonable. This Clause is calculated to exclude us as we apprehend from having a share upon the East Common, which we say we have a right to; and without which it is not the Interest of the Hospital to Divide. There are several other things which we think are liable to Exception in the Bill; but we presume to mention the above Clause only till Mr Boag comes to Town, and hope the Board will be pleased to wave giving that matter a Consideration in Case any application is made to them before. And we begg leave to intimate that it is possible those Bills may be thrown into and hurried thro' the House without any application to the Board at all; They will therefore be pleased to Consider whether it may not be proper to apprize their Friends in Parliament, that they may be ready to give the necessary opposition in case it should so happen. We do not see any objection to the Division of Shildon of which Mr Fenwick is Lord of the Manor; but think the Gentlemen concerned in pushing it should Settle with the Board the Clauses in the Bill

We are etc W & B

At a Meeting, pursuant to the Advertisements in the Newcastle Courants the 23rd Decemr. 1752

The Terms proposed for a Division of Hexham Commons

1st That Sir Walter Blackett Bart. Lord of the Manor have a Sixteenth part for his Consent to Divide.

2nd That the said Sixteenth part and also his Share for his Demesne and other Lands be laid contiguous to Yarridge

3rd That all the Commons be Copyhold according to the custom of the Manor of Hexham and to pay 4d a year Rent for the whole to be proportioned according to the Discretion of the Commissioners amongst the several Tennants exclusive of Sir Walters Share of the Division

N.B. The Sense of the Meeting was to request it from Sir Walter that they should be Freehold

4th That all the Commons pay Corn and Hay Tithes after 12 years are expired from the time of making the Division

5th That there be an Act of Parliament for this Division. That Kingshaw Green and Lambsheel Lane be vested in the Commissioners to be sold towards payment of the Debt contracted in defending the right of the said Commons and after payment thereof towards defraying the Expenses of the Act of Parliament and Division and That what

shall be further necessary for the purposes aforesaid shall be paid proportionally by all the Parties in proportion to their several Allotments of the said Commons.

6th That the Royalties be reserved to the Lord of the Manor as before the Division but upon working them to make reasonable satisfaction for Damage of Ground

7th That the Commissioners do have power and do inquire into the Real Rack Rent of the several Lands and Houses having a Right of Common upon either of the said Commons in the Year 1752. And that they do make the several Allotments of the said Commons respectively according to the full real Annual Rent of the Lands and according to one half of the real Annual Rent of the Houses in the said Year.

8th That there be a reasonable Quantity of Ground set out for the Brick Kilns and Freestone Quarries at proper places for the Benefit of the Lord & Tenants to be wrought as usual.

9th That the Tyne Green and Miln Islands be excepted out of this Division

### **11 Mar 1753 Nicholas Walton to John Everest**

To Mr Everest

Ravensworth Castle March. 11th 1753

Sir

I rece'd your Letter of the 6 th of March Inst. in Answer to which I find you are led into a mistake by Supposing the Hospital Estates in Hexhamshire to have a right upon Hexham Commons which are to be divided. The Estates in Hexhamshire have no right upon these Commons; but the Estates of Coastley, Longhope, Heckford and Bagraw have which with £30 a year we reckon Bagraw will advance amount to £228 per annum a particular of which you have Inclosed.

I was applied to yesterday by the Steward of Lady Oxford who has an Estate of about £100 p ann. in Hexham Intitled to a Share of Common in the Intended Division, to join with him in drawing up a Petition against the Bill; but as we had no directions from the board I desired to be excused meddling in it till I had their Orders. I find Lady Oxford will give a warm opposition to the Bill unless Sir Walter Blackett give up his Sixteenth part as Lord of the Manor and her Ladyship has several other Objections to the Bill passing in the shape it is in. As to Sir Walter's giving up his 1/16 part we apprehend it unreasonable to Expect it as it is what Lords of Manors in this Country generally Insist upon for their Consent to Divide. There are others which we think have some reason in them and should be altered as we wrote the Board, all which we were in hopes Mr Boag would have personally pointed out; and as he waits for a Call every Post; I hope he will soon be with you in London & therefore omit entering into Particulars which cannot be so well Explained by Letter. But upon the whole I think if the Hospital are admitted into a Share in both Commons there is no material objection with us especially as we are persuaded Sir Walter Blackett will come into very reasonable alteration in the Bill. I was with Sir Walter's Agent yesterday who acquaints me he has orders to apply to the Town of Hexham for their directions as to as

to our being admitted into a Share of the whole Commons which probably they will not Consent to; and if that should be the Case the Board will we doubt not give the necessary opposition as it is by no means their Interest to divide if they are Excluded from a right on 3/4 of the whole. I find it would be very agreeable to Lady Oxford to have this Affair put off this Session that there may be time to settle the points in difference; and I wish with all my heart it could be postponed. Sir Ra. Millbank will likewise give an opposition to the Bill. You will be pleased to lay this before the Board as I don't write to them upon it and in Case they would have us do any thing further we wish to have their Commands & I am for Mr Boag & Self Yrs etc NW

PS. We have rece'd the Box of Leases

A Schedule of Lands belonging to the Derwent'r Estate Entitled to a Division upon Hexham Commons Viz: Coastley & Appurtenances

Coastley Farm	David Brown	£ 71
Do.	Eliz'a Nicholson	59
Baggraw	Matt Leadbetters heirs	£10
Do.	will advance next yr	30
		40
Heckford	John Bell	25
Longhope	John Dixon Scott	33
		£228

NB Hexhamshire has no right upon the Commons above men'td

### **16 Mar 1753 Nicholas Walton to Swinsin Jervis**

To Swinsin Jervis Esq.

Ravensworth Castle March. 13th 1753

Sir

We were favoured with your letter of the 8th Inst. by last post after we had wrote to Mr Everest in answer to one rece'd from him.

The Clause which Mr Denton has proposed to add to the Bill for Dividing Hexham Common to ascertain the right of the Hospital, we think a very proper Clause and comprehends all the Lands belonging to the Hospital which have a right thereon. Mr Everest had by last post a particular of these Lands distinguishing where lying in whose possession and at what Rents, a Duplicate of which you have also Inclosed; and we have only to add in regard to that Clause whether it may not be proper to add the Names of the Tenants in whose possession they are; as we have put it in the Inclosed Copy or as you shall think most proper; and as we do not admit, that properly there are two Commons, we have made a Small Alteration in regard to that, which you will be

pleased to put Accordingly if it is thought Necessary. Baggraw is the only beneficial Lease having been granted near 99 Years ago; it expires the 12 th December next, and as we Apprehend will advance about £30 per Annum, all the rest were Farms Lett in the Year 1737 for a term of 21 Years, and tho' they may Advance when these Leases Expire some small thing we do not think it Reasonable to rate them upon this Division at more than the present Rents. We were in Hopes Mr Boag would have been in Town before this time, and we thought he would the Better Explain our Observations on the Bill than possibly Cou'd be done by Letter. Otherwise you would have had the Observations we now give you the Trouble of, referring to the Articles as they stand in the Minute made the 23 rd December 1752, Sent by us to the Board, a Copy of which we likewise Send you herewith.

Article 1st . We think it reasonable that the Lord of the Manor have One Sixteenth part for his Consent to divide, for tho' in some cases Lords of the Manors give up their Share or take a less share, it is the general Custom of this Country to allow 1/16 part. And it is the more reasonable in this Case as the Lord of the Manor gives up his Share of Common in respect of his Mills which let at £200 per Annum.

2nd. There does not appear to us any Objection to the Lords Share of Common being laid Contiguous to Yarridge; but we are of Oppinion that this share as Lord of the Manor should be considered and sett off Quantity for Quality after setting first of all off Room for making Bricks, Winning Stones, Roads, Watering places and other necessary conveniences for the use of all the Parties. And Sir Walter Blackett as Lord of the Manor should pay his proportion of the Expençe of obtaining the Act of Parliament and Expençe of the Division in respect of his 16th Part.

3rd. That the allotment of Common to the Commissioners of the Hospital be Freehold, the same Tenure of their respective Estates and that no Annual rent be paid to Sir Walter Blackett as Lord of the Manor in respect of such allotment . Such persons as shall desire to have their Allotments Copyhold, ought to pay the Lord of the Manor a Rent

4th. We Apprehend as the Law now stands all Commons upon Improvement are exempted from the payment of Tythes for Seven years from the Time of beginning to Improve, so that in this Case should a Proprietor delay his Improvement for 12 years he looses the Benefit as the Law now stands; But we are of Opinion Sir Walter Blackett does not mean to deprive the Proprietors of the Benefit they now have but to Enlarge it, so that we think instead of reckoning the 12 years [rest of sentence underlined] from the making the Division it should be from the time of beginning the Improvement.

5th We do not see any Objections to the sale of Kingshaw green and Lambshield Lane, towards the Payment of the Debt contracted in defending the right of the said Commons and toward defraying the Expençe of the Act of Parliament etc. The Board were consulted and consented to bear their Share of the Expençe of Defending the right of Common But we find Lady Oxford not haveing been consulted on this point her Ladyship will not consent that Kingshaw green or Lambshield lane be sold.

6th. It is very reasonable that the Royalties be reserved to the Lord of the Manor, he obliging himself to make reasonable satisfaction for Spoil of Ground in working thereof, or in Ways to and from the same and as the settling those Damages are often Attended with great Difficulty we think the Commissioners who are to Divide should have power to settle these Damages not exceeding Ten Shillings an Acre. As Quarries are intended to be sett off for the use of all the parties, we think the Lord should not be restrained from Working Quarries in any of the Tenants Allotments for Sale or for his own use and the other proprietors should be restrained to the Publick Quarries or to Working Stone in their Allotments respectively for their own uses only.

7th It is Apprehended since the Treaty began for Carrying on this Division, many persons have raised their Rents and have Erected Buildings in Hexham which Increases the Value of Lands and Houses in one part while others lett on Leases, stand As they were at the time of letting which is unequal. We therefore think it Reasonable that the Division be made according to the Rate or Value in the year 1743 save only and except such Lands as have been on Long Leases; as for instance Baggraw has been for 99 years.

8th It is very right, to set out a Reasonable quantity of Ground for Brick Kilns, and Freestone or Limestone Quarries at proper Places for the benefit of the Lord of the manor and All the other Proprietors

9th The Tyne Green and Mill Island being part of the Common Shou'd be Reckoned as part of the Whole and Divided accordingly amongst the Several Proprietors, and Should not be excepted or set off out of the Division.

These are all the Articles contained in the Minute before mentioned to which we have to add that as it was the sense of the meetings we attended that not more than Seven or less than Five Commissioners should be named we are surprised to see Ten in your List, without Mr William Boag who Sir Ra. Millbank named as his Commissioner and it is our Opinion that Five Commissioners are Sufficient; much better than a greater number, Sir Walter Blackett was pleased to name Edward Collingwood Esq. The Town of Hexham Mr Will. Cook, Lady Oxford's Steward was thought proper on her Ladyship's Account, Mr Boag on the Hospitals Account and Mr. Willm. Boag was for Sir Ralph Millbank, But if it is thought proper to have so great a number then we beg leave to recommend that that to the Ten of which you sent us a List there may be added John Reed of Chipchase Esq, Geo. Shaftoe Delival of Bavington Esq. Gaw. Ainsley of Little Harle Esq, Willm. Bigg of Little Benton Esq and Mr Wm. Boag of Newcastle upon Tyne. But we hope it will be thought proper to Confine the Number to Five as the having a great Number will generally Increase the Expence. The Commissioners should have Sufficient time Allowed for making their Award we think it Cannot be done sooner than about Lammas 1754.

As we wrote Mr Everest by last post Lady Oxford will Certainly give a Warm Opposition to the Bill, and as She Insists upon Sir Walter Blackett's giving up his Share as Lord of the Manor we presume to think it would be much better to postpone the further application to Parliament till next Session in order that Lady Oxford may be



satisfied with the Reasonableness of Sir Walters Demand, and for Settling other Matters which are not agreed, to by all the parties Sir Ra: Millbank positively Insists upon a Share in all the Common or he will not consent to the Division and it is probable a Petition will come very soon from Lady Oxford, Sir Ra: Millbank and some others against the Bill.

We observe Sir it is Intended that the Original Division Deed shall be lodged in the Hands of the Clerk of the peace for the County of Northumberland which is certainly very proper, But as an Original may be very proper for any Considerable proprietor to have would it not be proper to add to that Clause that any proprietor willing to be at the Expence of an Original may have one.

If any thing further Occurs to us, as necessary to communicate to you we will give you the trouble of another Letter and we are

Your most Obedient and Humble Servants

Nichos. Walton   Hugh Boag

P.S. We have sent Duplicates of all to Mr Burrell

Clause for ascertaining the Hospitals Right upon Hexham Common to be Incerted in the Bill. And Whereas the Commissioners or Governors of the Royal Hospital for Seamen at Greenwich or their Trustees, Lesses Farmers or Tenants, in respect of or as appendant Appurtenant or belonging to their Sev'l. Messuages Lands Hereditaments as Coastley now in the possession of David Brown & Eliz. Nicholson their under Tenants their Heirs or Assigns Langhope now in the possession of Jno. Dixon & Jos. Scott their under Tenants their Heirs or Assigns; Hackford now in the possession of Jno. Bell his under Tenants his Heirs or Assigns and Baggraw now in the possession of Matt. Leadbitter his under Tenants his Heirs or Assigns, in the said County of Northumberland are Intitled to a right of Common in and upon Hexham Common, Moor or Waist commonly called Distinguished or known by the name of Hexham East Common and Hexham West Common.

N.B. if it is thought proper to discribe the Common as above the Alteration must be made where it is first named in the Bill and thro' the whole

#### **16 Mar 1753   Nicholas Walton to Richard Horne**

To Richard Horne Esq.

Ravensworth Castle   March. 16th 1753

Sir

We did not give you an immediate Answer to the Boards Minute of the 21st of February last because it required some time to Consider the proposal made by Thos. Gilbert Esq. for all the Copper Veins in the Parish of Alston lying Southward & Westward of the River Tyne.



This Proposal is we apprehend too extensive and cannot be Complied with consistent with the Interest of the Hospital, as it would be putting the whole Manor of Alston Moor into the Power of one Gentleman. There are no Copper Mines in this Manor that have within memory been wrought but it has been Long apprehended that some Veins of Copper are within the Manor; and should any be discovered they ought to be wrought under such Limitations as are customary; That is being Limited to 1200 yards in Length and 40 yards on each side of the Vein, If Mr Gilbert think it Proper to make his proposal in that way and pay a reasonable Duty, the Hospital we think should Comply with it; but as it appears to us, we would not advise at a less Duty than One Fifth. The Quaker's company's Agent has offered to take a Copper Vein at 1/7 th but we have acquainted him we cannot advise the Board to Comply with it. A Rich Copper Mine has lately been discovered about 40 Miles South from hence, which will raise an immense Sum and as this will encourage adventurers, we advise being Cautious in Letting any on the Derwentwater Estate at a Low Duty especially where the Value is not known.

We are Sir, Yours etc W & B

**15 Jun 1753 Nicholas Walton to Richard Horne**

To Richd. Horne Esq

Ravensworth Castle June 15th 1753

Sir

As we think this is the best Season of the year for sending the Derwentwater Writings, we have sent by Will: Laycock Carrier between Newcastle & London a large Box directed to you containing the whole which Sir Wm. Middleton delivered over to us by the hands of Messrs. Airey & Stewart. You have Inclosed a General Schedule of the Bundles as they are packed in the Box which we saw called over as the Bundles were put therein; & at the Top of these Bundles is one Parcell containing particular Schedules referring to and distinguishing the several Deeds & papers, in each Bundle according to the No. upon the Ticket of each. You will be pleased to Observe that the General Schedule which we Inclose you herein, is a Copy of that which was taken when the Writings were seized by Sir Wm. Middleton; & the particular Schedules are what were afterwards made by Mr Airey & Mr Stewart. The Box we hope you will find carefully packed & Secured. Being Iron Bound and Locked with two different keys which we have sent by Captain Francis Wright master of the George of Newcastle who we expect will be in London before the Carrier. The Keys are directed to you to the care of Mr Skutt, who we have desired will wait upon you with them as soon as they come to his hand. The Carriage of the Box by weight amounts to £3..2..2 which we agreed to make up Five Guineas for Mr Laycock's extraordinary care of it, as you will observe by his note which you have Inclosed

Sir, Yours etc W & B

Rece'd June the 9th 1753 of Messrs. Nichos. Walton and Hugh Boag a large Box of Writings, weighing Three Hundred <one quarter> & Nine Pounds directed to Richard Horne Esq. at the Navy Office London which I promise to deliver to the said Richd. Horne Esq. at the White Horse without Cripplegate London on Saturday the 23rd day of this Inst. June he paying me Five Guineas for Carriage of the same Witness my hand Will: Laycock

**21 Jun 1753 Thomas Stephenson to Nicholas Walton**

[Note: For comparison with 1746 list which has 55 mines listed. This list has half a dozen new names.]

A List of the Lead Mines on Alston Moore unwro't Midsumr.. 1753

- 1 Cooperholehead
- 2 Goangill
- 3 Nentberry Green Ends
- 4 Do. No[rth]. Vein
- 5 Do. Middle Vein
- 6 Doddberry Dike head
- 7 Hill Close East Tyne
- 8 Clargill Meadows
- 9 Cash Burn
- 10 Corn Riggs
- 11 Gate Castle
- 12 Middle Syke
- 13 Scarr Ends
- 14 Lee House
- 15 Clargill Cleugh head
- 16 Low Birchy Bank
- 17 Broomberry West of Tyne
- 18 Gillhouse Burn
- 19 Howburn Moss
- 20 Horse Edge
- 21 Slatey Mea
- 22 Guttergill
- 23 How Blagill
- 24 High Birchy Bank
- 25 Roderup Cleugh
- 26 Greenhill Syke or Green Cragg
- 27 Baxter Edge
- 28 North Vein of Fletcheras foot

29 Dryburn  
30 Blagill green Ends  
31 Burns Intack  
32 Fletcheras  
33 Green Grove or Band End  
34 Rockhill  
35 Greengill West End  
36 Blagill Fistas Raike  
37 Foreshield Grains  
38 Gallygill Loaning  
39 Thorngill  
40 Lough Vein  
41 Snittergill Hills

Thomas Stephenson Moor Master

**30 Sep 1753 Richard Seymour to Nicholas Walton**

[Note: See also reply from Walton to Seymour on 5th Oct, and from Walton to Richard Horne on same date]

Aldborough Sept 30th 1753

Sir

As the Board of Directors for Greenwich Hospital did some time agoe give orders for the payment of the Annual Fee Farm Rents due out of the Several Estates of the late Earl of Derwentwater in Northumberl'd. lately belonging to his Grace Algernon Duke of Somerset and now to the Right Hon: the Earl & Countess of Northumberland which Rents Lord Northumberland apprehended (in consequence of such Orders) would have been paid before this and therefore desires you will immediately pay the same, and as to any doubt you can have of the Justness of the demand to the Rent due out of the Manor of Langley such I believe will be removed by applying to Mr. Haywood at Northumberland House London who has orders to shew you a Grant from the Crown of that very Rent. Your Answer by the return of the Post will oblige Sir,

Yours etc Rich'd Seymour

Copy of Mr Seymours Letter to one of the Receivers

**5 Oct 1753 Nicholas Walton to Richard Seymour**

[Note: See following letter of 5 Oct 1753 to Richard Horne which encloses a copy of Richard Seymour's letter to which Walton and Boag are replying here. The list of Rents payable was sent to Richard Seymour and Richard Horne.]

To Mr Richard Seymour

Ravensworth Castle Octr. 5th 1753

Sir

We received your favour of the 30th of September last by last Post in Answer to which we are ready to pay the Earl of Northumberland all such Rents as have been formerly paid to his Grace the Duke of Somerset out of the Derw't. Estate but the new demand of a Rt. for the Barony of Langley we have orders not to pay till the Board of Directors for Greenwich Hospital are Satisfied that the same is due. This we apprehended we had acquainted you with at your last Audit, but if we were misunderstood we now repeat it, and are ready to pay all such Rents as formerly were paid to his Grace the Duke of Somerset as above. There is some small difference between your demand of the Old Rents & what we find were paid which we doubt not but you will find agreeable to the Inclosed upon further Examination into Your Claim. We have this post transmitted your Letter to the Secretary for Greenwich Hospital in order that the Board may know how they may be satisfied as to the Rent Claimed out of the manor of Langley and as soon as we receive their Commands you shall hear from

Sir, Yrs etc N.W. H.B.

**5 Oct 1753 Nicholas Walton to Richard Horne**

[Note: See also letters from Richard Seymour to Nicholas Walton of 30 Sept and from Walton to Seymour on 5th October]

To Mr. Richd. Horne

Ravensworth Castle Oct 5th 1753

Sir

Inclosed we send you an Account of the Annual Fee Farm etc Rents payable out of the Derwentwater Estate to the Earl of Northumberland which are agreeable to what was formerly paid. You will be pleased to lay the same before the Board for their direction. We have wrote to Mr Seymour, that we are ready to pay those Rents but cannot pay the £6.19.8 claimed out of the Barony of Langley till the Board have Satisfaction given that the same is due. The inclosed Letter came from Mr Seymour last Post, by which you will observe, Mr Haywood at Northumberland House, will Shew what the Earl claims upon. We are Sir

Yours etc Nichos. Walton Hugh Boag

N.B. Copy of the foregoing Acco't of Rents due to the Earl of Northumberland Exclusive of the memorandum under it sent the Board this Day

Rents payable out of the Derwentwater Estate to the Earl of Northumberland Annually  
Viz:

Middleton Hall	£1. 4. 3
Spindlestone	.16. -
Throckley	2.15. 7 1/2
Buteland Free Rent	0.13. 8
Cornage	. . 8
	.14. 4
Horsley Whittle	. 4. 6
Corbridge Eals	. 9. 6
Part of Dilston	.13. 4
Birkside part of Do.	. 6. -
Middridge	. 5. 4
	£7. 8.10 1/2

Memorandum. If this is found right as we apprehend it is being the very Sums paid to the Duke of Somerset Mr Seymour is desired to make out the Acco't of the whole demand therefrom and send it to us

N.B. The original of the above Enclosed to Mr Seymour Oct 5th 1753

**19 Oct 1753 Nicholas Walton to Richard Horne**

To Mr. Horne

Ravensworth Castle Oct 19th 1753

Sir

Mr Walton attended the Commission at Alston & upon his coming to that place found Mr Ricardson disposed to release his Claim to the Common & Royalties in dispute & made a proposal to Mr Simpson that in case the Commissioners would forbear the Costs he would Release. This he did voluntarily and was acquainted that we must Execute the Commission and could do no more than communicate his proposal to the Board. Mr Simpson we apprehend has acquainted Mr Everest with the above & sent him a draught of such a Release as we think proper with such alterations as the Board think fit to make, and we have only to observe that in Case the Board think proper to wave the Costs there will be a very good end of this Affair as it will establish the right we claim effectually. When the Draught is made compleat we would be glad to have a Copy of it to peruse to see that the Description etc be right. We are etc

W & B

**30 Nov 1753 Nicholas Walton to Richard Horne**

To Mr. Horne

Ravensworth Castle Nov. 30th 1753

Sir

There is a Demand made on us of Fifty Pounds for this years Poor Sess for the Lead Ore Dues in the Manor of Alston Moor laid on in pursuance of a Petition to the Board upon which they gave their Consent. This is what we are told, but having never heard any thing on this head from you, I have this day wrote to the Moor Master, not to pay the Cess till we have the Boards Commands. I apprehend the Lead Ore Dues have never been rated to the Poor, however this I know that they never have been rated in my memory and I apprehend ought not to pay in the manner they are rated at least; that is I suppose the Tennant who is occupier & not the Hospital ought (if at all) to be rated. You will be pleased to Consider that the Dues of the Lead Ore is a Rent and if in Case it can be taken to be a Rent on a footing with Rents of Lands, then the Tenant might pay. And besides in the Lead Mine Leases the Tenant have Covenanted to deliver the Duty Ore [rest of sentence underlined] Free and Clear of all Charges & Deductions whatsoever. I have desired to have an Account of the whole Rate to see the Equality of the Assessment & shall be able more particularly afterwards, to lay before you a true and perfect Account of this whole matter, but in the mean time be pleased to Acquaint me whether the Board have given any Consent which has produced this Extraordinary demand; because we would not take any steps in Contradiction to their Orders, which may be founded on facts which we are strangers to. I am for Mr Boag & Self

Nicho's Walton

**22 Feb 1754 Nicholas Walton to Richard Horne**

To Richard Horn Esqr.

Ravensworth Castle Feb 22nd 1754

Sir

Mr Bigg of Little Benton, As Owner of the Tythes in the Parish of Ovingham, has made a Demand of the Tenants of Whittle for the Tythe of Potatoes which being a new Demand we have desired time to Consider of, etc Mr Bigg who is a Gentleman of Fortune is so kind as to say he will not proceed in Law, till we receive the Boards Commands & hopes the Directors will give orders for the payment of this Tythe. And he desires they will be pleased to hasten their resolution that he may not lose the benefit the Law gives him. Be pleased therefore to lay this matter before the Board & at the same time acquaint them that Robt. Ord Esq. Member of Parliament in Cary Street Lincolns Inn Fields & Councillor at Law, is Circumstanced in the same manner his Tenants having I apprehend had the same demand made. Mr Boag & I don't think this Tythe of very great Consequence as to the present Case; but probably in its effects as to



Spreading to other Estates it may; and as Mr Ord made some enquiry into this Affair when he was last in the Country I Submit it to the Board whether it would not be proper to Consult him on this occasion. As I have the Honor to be acquainted with Mr Ord I have wrote to him this Day that it is probable some Gentleman may call on him about this Demand in which he is concerned himself, so that I apprehend he will be prepared with what Information he has had. Inclosed I send you the Moor Masters Accots. Ending Christmas last & I am

Sir, Yours etc

Nichos. Walton

**22 Feb 1754 Nicholas Walton to Robert Ord**

To Robt. Ord Esqr.

Ravensworth Castle Feb 22nd 1754

Sir

The Trustees for Greenwich Hospital having an Estate in the Parish of Ovingham where Mr Bigg of Little Benton is owner of the Tythes he has made a Demand of the Tenants, for the Tythe of Potatoes which being a new Demand we have desired time to Consider of. As I am concerned in the management of this Estate for Greenwich Hospital I have wrote to the Secretary this Day acquainting him with the above & that you are Interested in the same manner and probably your Tenants under the Circumstances with which I doubt not but you have been acquainted. As therefore I apprehend some of the Directors for Greenwich Board may wait upon you on this Occasion I thought proper to give you this Intimation & hope you will pardon the Trouble. I hope you enjoy good health & am

Yours etc      Nichos. Walton

**3 Mar 1754 Nicholas Walton to Richard Horne**

To Richard Horn Esqr.

Ravensworth Castle Mar 3rd 1754

Sir

We wrote you some time agoe, that we were apprehensive The Earl of Northumberland would give the Hospital trouble in the Enjoyment of their Rights in the Manor of Wark which you then laid before the Board; Since which his Lordship's Agents demanded Several Rents which are pay'd to the Hospital, but the Freeholders out of whose Estates these Rents are payable, not regarding this demand the thing has so far Drop'd that we have not of late heard any thing more of it. Mr Allgood who has a Considerable Estate within this Manor, has lately taken some steps to Establish a Manor which he calls the Manor of Shittlington, in right of which he claims a Common called Ellingham Rigg & the Royalties under the same which tho' at present are very

inconsiderable we think Should be put a Stop to; and we are in hopes to Convince Mr Allgood he has no right, when he comes into the Country. In the mean time as Mr Burrell has an Opportunity of Seeing Mr Allgood in the House of Commons his speaking to him would be of great use. And as Mr Steward who is Joyn't Court keeper with Mr Airey for this Manor will be in London in a few Days the Board will have an Opportunity of Asking him any Questions they think proper about it as he will wait upon the Board to know if they have any Commands. Mr Burrell will if he thinks proper Observe to Mr Allgood that we have wrought the Quarries in Ellingham Rigg as Lord of the Manor of Wark & that it was never till now pretended that Shitlington had any other Right to Ellingham Rigg, than to the share of Herbage, as rest of the Freeholders have.

The Freeholders of Killingworth refuse the payment of the Fee Farm Rents payable to the Hospital out of their Estates and as some thing must be done therein we desire Mr Stewart may be informed from the Title Deeds as to that matter & We beg the Boards directions therein. We are

Sir yours etc     Walton & Boag

**3 Mar 1754    Nicholas Walton to Swinsin Jervis**

To Swinsin Jervis Esqr.

Ravensworth Castle Mar 3rd 1754

Sir

The Bearer Mr Stewart is Joint Court keeper with Mr Airey for several of the Derwentwater Manors & having a Call to London proposes to wait upon you at Greenwich. You will find him a Sensible Man and desirous of Informing you of any thing which may be of use in your future Correspondence regarding the Estate. He intends waiting upon the Board likewise to know if they have any Commands & you will be pleased to let him know when it will be a proper time. We have wrote the Board this Day about a Claim Mr Allgood makes to a part of the Manor of Wark & likewise about Killingworth Fee Farm Rents to which we Refer & we are Sir

Yours etc Walton & Boag

**3 Mar 1754    Nicholas Walton to Edward Stewart**

To Mr Stewart

Ravensworth Castle Mar 3rd 1754

Dear Sir

Inclosed you have a Letter for Mr Jervis with a Copy of our Letter wrote to Mr Horn the Deputy Secretary this Day as to Ellingham Rigg and the Fee Farm Rents at Killingworth. The Letter to Mr Jervis you will Seal yourself and don't shew the Copy of Mr Hornes letter to any Body. You see we have desired Mr Burrell to speak to Mr

Allgood so that we think it not so proper for you to name the thing to him. We hope this will meet with you well in London, this Day promises you a Fine Journey & will at least set you a good way forward. When you see Mr Horne, Mr Maul, Mr Wood, Mr Everest, Mr Martyr etc be so good as to give our Compliments to them; and to Mr Jervis particularly. We are Sir

Yours etc Walton & Boag

**5 Mar 1754 Nicholas Walton to Richard Horne**

To Richard Horne Esqr.

Ravensworth Castle Mar 5th 1754

Sir

We received yours of the 27th February last with the Boards Minutes of that Date by last Post, in answer to which Mr Bigg is Rector Improprate & Vicar of Ovingham & as such is Intitled to all manner of Tythes both great and small which have been all payd in kind out of Whittle Estate except Hay; in Lieu of which the Hospital Tenants pay a Modus of Two Shillings Annually. The last Summers Crop of Potatoes were the first growth of them in Whittle Estate, so that this is the first demand we have had of the kind. We are

Sir Yours etc Walton & Boag

**5 Mar 1754 Nicholas Walton to Edward Stewart**

To Edward Stewart Esq.

Ravensworth Castle Mar 5th 1754

Dear Sir

Mr Bigg of Little Benton having made a Demand of Tythe Potatoes of our Tenants at Whittle in the Parish of Ovingham, we wrote to the Board in regard thereto, and as that Matter is now before them you will probably be asked some questions about it. We therefore give you this Notice of it & think proper to intimate to you that Mr Bigg has all manner of Tythes payd out of Whittle both great and small except Hay for which he receives a Modus of Two Shillings. You will be pleased to Observe that the last Summer was the first Crop of Potatoes in Whittle Estate, so that this Tythe of Potatoes was never payd for which reason we thought proper not to Suffer it to be payd till we had the Boards Orders. We have had three Superfine Days, so that you must have had a fine Journey & hope you are now near if not in London. Mr Robert Ord is Circumstanced as we are as to the Potatoe Tythe at Prudhoe which we mentioned to the Board & wrote to him at the same time, so that as you will be with him, you may be thoroughly Informed as to that matter. We are

Sir Yours etc Walton & Boag

**25 Oct 1754 Nicholas Walton to Richard Horne**

To Rich'd Horne Esqr.

Ravensworth Castle October 25th 1754

Sir

As I have been for sometime abroad in the Derwentwater Estate, and have not yet got the Transaction of that Journey settled, I hope the Board will excuse me from laying before them this Post what has occur'd in relation to a dispute which seems unavoidable with Mr Allgood, who it is probable may represent his Case before this reaches your hands. And should he do so, I beg the Board will be pleased to postpone giving him any answer till they hear from Mr Boag and me; which shall be in a post or two. Mr Boag is now from home, busy upon the Division of Shildon Common. I am  
For Mr Boag & Self

Sir Your most Obed't Serv't Nichos. Walton

**1 Nov 1754 Nicholas Walton to Richard Horne**

To Rich'd Horne Esqr.

Ravensworth Castle Nov 1st 1754

Sir

At the Court held at Wark the 17th & 18th of October last, Mr Allgood attended and his Agent having refused the Payment of the Rent of a penny per Annum payable out of Shittlington, it was thought proper to know of Mr Allgood what he meant by refusing payment. In answer he says there is nothing due out of Shittlington to the Derwentwater Estate. That Shittlington is a Manor, in respect of which he Claims what he calls Shittlington Common Boundering thereupon, which we say is parcell of the Manor of Wark, known by the name of Ellingham Rigg . Mr Allgood has Wrought a Colliery within Shittlington Inclosed Lands, and up on the Common near the Bounder Hedge, has at times within these three years last past Wrought some small quantities of Coals, & has within that time endeavoured to take up Waifs & Estrays. We likewise very lately Road a Boundary, but was discharged from doing so in the names of the Commissioners of the Hospital & in the presence of Several of the Principal Freeholders who have a right of Herbage on the disputed ground. In regard to the working of the Colliery on this Common we have to Observe that the Freeholders within the Manor of Wark claim a right of Working Coals upon the Commons for their own uses, and in the time of the late Derwentwater family & Since, they have done so in some parts where the Colliery was of very little Value; And Mr Allgoods Working we apprehend was under that Custom and till very lately did not know he claimed it on any other footing. He says he will convince the Board of his Right to this Common, as Parcel of his Manor of Shittlington & that he was ready to shew his Title thereto, but on desiring he would do so in order that the same might be laid before the Board he absolutely refused, and

said he would State his own Case to the Board. What we have to Observe is, that tho' Shittlington may have been conveyed as a Manor yet without it has been as Such enjoyed, Mr Allgood will have a difficulty in making out a right to the Common in Dispute, which we think we will be able to make out, has ever been Reputed as parcel of the Manor of Wark & known by the name of Ellingham Rigg. We have collected Som evidence, to the Working the Colliery by Licence from the Derwentwater Family, within the Disputed Grounds & if that can be clearly proved, it will follow that it is Parcel of Ellingham Rigg, upon which we have had a Continued Working of Quarries, ever since we have been concerned. Mr Stewart will attend upon the Spot and take the Evidence in Writing which shall be very soon Sent you for the Boards consideration. In the mean time we beg leave to Observe that tho' this disputed Ground appears to us to be of very little Value, yet it should not be given up, as it may be a Leading Card to Something of Consequence in this Manor to the prejudice of the Hospital. & we are Sir  
Yours etc Walton & Boag

**10 Nov 1754 Nicholas Walton to Christopher Reed**

To Christ'r Reed Esqr.

Ravensworth Castle Nov 10th 1754

Sir

As we are engaged now unavoidably in a Suit with Mr Allgood relating his Claim upon Ellingham Rigg, it will be necessary to take early care of the best Evidence we can have and as the assistance of the Gentlemen in that Neighbourhood is of great moment to us, I take the liberty to desire you will give Mr Ridley of Parkend & Your Agent Mr Charlton each a Letter on that Subject; in which you will be pleased to desire they will use their best endeavours to procure Evidence & give such other assistance as they have in their power to support the right of the Hospital against Mr Allgoods Claim. Mr Stewart goes this Day for Simondburn & will be in that Country for several Days on this business & I think he will write you on this Subject to Day.

We took the liberty of lying at Chipchase when we were at the Courts & were most kindly entertained by your Brother Soulsby from Newcastle for which I acknowledge my obligations to both you and him. I hope you'll not be long out of the Country, as in my opinion your presence in North Tyne is very necessary. I wish you all possible Health & Happiness & am for Mr Boag & Self

Sir Yours etc Nichos. Walton

**29 Nov 1754 Nicholas Walton to Richard Horne**

To Rich'd Horne Esqr.

Ravensworth Castle Nov 29th 1754

Sir

The State of Mr Allgoods Claim upon Ellingham Rigg with the Substance of the Evidence for the Hospital, as Mr Stewart has drawn it up we inclose you; & desire the Board will be pleased to consider it and give such direction therein as they think proper. We wrote you the First Instant on this Subject to which we beg leave to refer & hope that, with the state of the Case will be full, but if any thing is further necessary for us to do we shall be glad to receive the Boards Commands; in the mean time we will do all we can to keep the Evidence steady.

The Division of Hexham Common being finished & the Several Allotments set off; it will follow of course that the Expense thereof be pay'd as the Act of Parliament directs, as soon as the Award is made which is very near finished; in which we desire the Boards direction. And as the Several Allotments in respect of the Hospitals Estates must be Hedged off as the Act setts forth, we must likewise desire the Boards direction therein. The whole quantity of Common allotted the Hospital is 278 Acres 3 roods and 10 perches and we Compute will advance the Farm it is expected, to Better than £70 p Annum, as the Terms Expire, and this Hedging we compute will cost near £200. It is impossible for us to say exactly what this Hedging will cost, but whatever direction the Board are pleased to give therein shall be punctually observed & the work done in the most Frugal manner. This is the proper Season of the year for doing the work & no time should be lost therein. We are

Sir etc N Walton H Boag

**13 Dec 1754 Nicholas Walton to John Everest**

To Mr Everest

Ravensworth Castle Dec 13th 1754

Sir

This day we have sent the Board a State of the case between the Hospital and Mr Allgood as to Ellingham Rigg, and we expect you will receive from Mr Stewart a Letter on that Subject by this Post, to both which we refer; and have only to add that if there is any thing Mr Jervis or you would have us to do in this affair we shall always be glad to hear from you being Sir

Yours etc Nichos. Walton H Boag



**18 Apr 1755 Nicholas Walton to Edward Stewart**

At a Meeting of the Directors for Greenwich Hospital at Salters Hall 9 th April 1755 a Letter from Mr Stewart to Mr Everest was read relating to the Court Rolls of the Manor of Wark. Ordered that Mr Stewart do send the said Court Rolls to the Board as soon as possible

Adjourned to Saturday Senn't at Greenwich

A Copy, Signed R Horne

To Mr Stewart

Ravensworth Castle April 18th 1755

Sir

The above is a Copy of the Boards Minute directing the Court Rolls to be sent up immediately which Copy we are Ordered to send you [rest of sentence underlined] in order that the same may be complied with. I think the sooner you send them away the better. I am

Yours etc Nichos. Walton

P.S. The words Scored under are the Boards own words

**25 Apr 1755 Nicholas Walton to Richard Horne**

To Richard Horne Esq.

Ravensworth Castle April 25th 1755

Sir

We received yours with the Boards Minute directing Mr Stewart to send the Court Rolls; a Copy of which we sent him immediately and we expect he will send them directed to you by the Carrier tomorrow. We are

Sir etc N. Walton H. Boag

**9 May 1755 Hugh Boag to Nicholas Walton**

To Mr Walton at London

Ravensworth Castle May 9th 1755

Dear Sir

I am sorry to Trouble you so soon from the Time you left me, but you will see by the inclosed from Mr Everest and Mr Jervis concerning Throckley Colliery Lease & Christopher Richardsons's Release and as I do not know how soon you may chance to fall in with some of them I thought best to send it besides I shall be at Eslington for 3 or 4 Days from Sunday Morning.

Christopher Richardson is a base fellow & throws this of Priorsdale in the way, he is to Release only to his Claim to the matter in Dispute which was to the Boundary of Lowhouse as Discribed in the Bill. I am etc

H. Boag

**27 Jun 1755 Nicholas Walton to Richard Horne**

Fee Farm Rents due to the Earl of Northumberland out of the Derwentwater Estate Annually

For Middleton Hall	Taxable	£ 1. 4. 3
For Spindleston	Do.	.16. -
For Throckley	Do.	2.15. 7 1/2
For Birkside		. 6. -
For Midridge		. 5. 4
For Corbridge		. 9. 6
For Buteland	Taxable	.13. 8
For Do. Cornage		. . 8
For Whittle		. 4. 6
For part of Dilston	Taxable	.13. 8
For Alnwick House and Close		. 4. 2
		£ 7.13. 0 1/2

To Richard Horne Esq.

Ravensworth Castle June 27th 1755

Sir

Last Saturday we waited upon the Agents of the Earl of Northumberland in pursuance of the Boards order desired to know the Nature of his Lordships Claim in the North Tyne Dale, which we apprehended might interfere with the Property of the Hospital in the Manor of Wark in order that we might lay the same before the Directors. In answer to which they say the Earl of Northumberland is Lord of the Manor of Tyne Dale, that they Claim several Fee Farm Rents as Due from several Freeholders within the same and the Royalties also therein & that this is a distinct Manor and not within, or part of the Manor of Wark. And to this they add that Lord Northumberland would be ready to Shew his Title to the Manor of Tynedale, if the Directors would Shew theirs to the Manor of Wark in order that this affair might be amicably Settled; upon which we beg Leave to observe that it is a received opinion in the Country, that his Lordships claim is a very Stale one & that he has little or nothing of Consequence to Shew, & that consequently the shewing a good title to the Manor of Wark would be unequal, & We have reason to think Lord Northumberland's Agents apprehend, it would Lead to a discovery in his Lordships favour, but that we Submit to the Board's determination.

[Entered in margin a different hand: 'See Letter etc of 5th October 1753 Page 135 [of this office copy volume] as also the preceding Page ']

Inclosed we send you an Acco't of such Fee Farm Rents as are due from the Hospital to the Earl of Northumberland upon which his Lordships Agents refuse to allow Land Tax, till we Shew whether these Rents are Crown Rents, or Reserved Rents. This distinction they make, and say as Crown Rents we are intitled to Land Tax at 2, 3 or 4 Shillings in the Pound, as the same is rated; but as reserved Rents we are only intitled to Land Tax in proportion to the Land Tax pay'd by the Estate out of which those reservations are made and this in both Cases only to allowed on Such Sums as amount to, or exceed 10s per Annum. You will be pleased to lay this before the Board in order that we may receive their Instructions how to act therein. We are

Sir Yours etc Walton and Boag

**19 Mar 1756 Nicholas Walton to Henry Liddell**

To Lord Ravensworth  
In London

Ravensworth Castle March 19th 1756

My Lord

We have received a Letter from Alston this Day acquainting us that the Rev'd. Mr Topping Vicar of that place lies dangerously ill & it is supposed cannot live, so that a vacancy is likely very soon to happen which we think it our Duty to Inform your Lordship.

The living we apprehend to be worth about Sixty Pounds a year, lies in the East Corner of the County of Cumberland in the Diocese of Durham & in the Gift of the Commis'rs of Greenwich Hospital and no doubt on your Application to Mr Burrell may be Easily procured for any Person you may think fit to Oblige. We have wrote the Board of Directors this Day that the above vacancy is likely soon to happen, so that next Wednesday the Accot. Will come before the Board at Salters Hall, before which time if you think fit to make any application it would be well to see Mr Burrell or Such other of the Directors as your Lordship may think proper to speak to.

We are My Lord Your Worship's Obl. Serv'ts

Nichos. Walton

H. Boag

**19 Mar 1756 Nicholas Walton to Richard Horne**

To Richd. Horn Esqr.

Ravensworth Castle March 19th 1756

Sir

We have rece'd this day a Letter informing us that the Vicar of Alston in Alstonmoor & County of Cumberland, lies dangerously ill & it is believed cannot live long so that of Course a Vacancy will soon happen. We therefore desire you will acquaint the Board therewith as we apprehend this Living is in the Gift of the Directors; it is worth about £60 a year, and has been disposed of by the other Proprietors of the small Tythes in Alston Moor in Turn; the Derwentwater Family who were Roman Catholics never having presented. You will be pleased to observe that these Tythes are held in thirds. That the Hospital have one third, Mr Alderman Stephenson of Newcastle upon Tyne one third; and the representatives of Mr Ra. Whitfield the other third; and consequently as the two last mentioned Proprietors have both presented within memory the presentation now must be in the Directors as Protestants in the Place of the Derwentwater Family.

We are Yours etc Walton & Boag

**21 Mar 1756 Nicholas Walton to Henry Liddell**

[Note: See Letter of 11 June 1756. There is a Marble memorial in Alston to Revd Thomas Lancaster "for many years Vicar of this parish who died 9 Dec 1789 in the 73rd year of his age" Buried on 11th December 1789 in Alston according to the Bishop's Transcripts..]

To Lord Ravensworth

Ravensworth Castle March 21st 1756

My Lord

We took the liberty to acquaint your Lordship by last post that the Vicar of Alston lay dangerously ill; and yesterday we had an account of his Death, which is the occasion of this fresh Trouble, that you may immediately apply for any Friend that so small a living is fit for, if you have not done it already. If your Lordship have no Friend to provide for, then we presume to Inform you that the Revd. Mr Lancaster Curate of Alston would be glad to succeed to this Vicarage, he was with us Yesterday, and requested we would make an application for him. He is a sober Man of good Character & well Esteemed by the People of the whole Parish & we really think well deserves it; if therefore your Lordship will be pleased to take the trouble of recommending him, it will be a great act of Charity to the Poor Man, who has a growing Family (now three Children) and we know by this your Lordship will much oblige the Inhabitants of the whole Parish. We have this day acquainted the Secretary for Greenwich Hospital with this Vacancy, & have mentioned to him the Curates desire of Succeeding the late Vicar;

but this Letter of ours to the Secretary will not be read at the Board sooner than next Saturday at Greenwich, or next Wednesday Senn't at Salters Hall; But if your Letters come in time, next Wednesday, it would be well if an Application could be made to the Board of Directors that Day, who sit at Salters Hall till one o'Clock. We must observe one thing to your Lordship in regard to the right of Presentation, which is that the Derwentwater Family was Owner of one Third part of the Tythes of the Parish of Alston; That Mr Alderman Stephenson of Newcastle is Owner of one other Third and Mr Whitfield owner of the remaining third. That the Derwentwater Family being Roman Catholicks never presented to the Living, so that the other two presented in Turns, & consequently we say it is the Hospitals turn now, who Stand as Protestants in the Place of the Derwentwater Family. Mr Alderman Stephenson we are informed will Endeavour to have the Turn now; and if he prevails will present one Mr Railton, a most violent Warm Man for the high Party in the County of Northumberland. He lives now in Knarsdale about four Miles distant from Alston and will have it in his Power to Influence several Freeholders for Northumberland who reside within the Parish of Alston. You will be pleased to receive herewith a Copy of our Letter to the Secretary this Day, which we hope will no way Interfere with any Intention of your Lordships; as we mean and wish to have a Person to fill this Vacancy who is Agreeable to your Lordship. We are

My Lord, Your Lords'ps Obl. Servts  
Nichos. Walton H. Boag

**21 Mar 1756 Nicholas Walton to Richard Horne**

To Richard Horne Esqr.

Ravensworth Castle March 21st 1756

Sir

We wrote you by last Post & now Inform you we have certain intelligence of the Death of the Revd. Mr Toppin late Vicar of Alston so that the living is now vacant and the right of presentation we apprehend in the Commiss'rs of Greenwich Hospital for the reasons we gave you in our last. What we have now further to observe is that the Revd. Mr Lancaster, Curate at Alston has applied to us and desired we would recommend him to you, which we now do, and desire you will lay the same before the Board. He is a sober Man of Good Character, & well esteemed by the Inhabitants of the whole Parish, having resided Six Years amongst them & having a small family of Children & shortly to have more.

We are Sirs Yours etc  
Walton & Boag

**28 Mar 1756 Nicholas Walton to Richard Horne**

To Mr Horne

Ravensworth Castle March 28th 1756

Sir

Last Friday the Gentry, Clergy & others of the County of Northumberland met the right Honorable the Earl of Northumberland Lord Lieuten't. of the said County to consult upon proper measures to be taken at this Juncture; & particularly for filling up the new Regiment Commanded by Lord Charles Manners now lying at Newcastle, & before that meeting & since several Noblemen & Gentlemen have offered Bounty's for the encouragement of Volunteers to enter & inlist themselves in the s'd Regiment and as I find it is wish'd to have the Commiss'rs of the Hospital to join in giving the like encouragement I take the liberty to desire you will lay the same before the Board for their directions. You have inclosed one of our Newcastle News Papers in which you will see the Advertisements of the several Noblemen & Gentlemen who offer Bounties, but you will be pleased to observe that not above one Guinea is intended to be given to each Volunteer so that the number of Gentlemen will make the Expence low, & Should the Board think fit to offer One Guinea, I apprehend it will not amount to ten Guineas in the whole to their share. You will be pleased to give me your Answer as soon as you possibly can, & I wish to have it by next Thursdays Post, so as the Intention of the Commiss'rs may be signified to the Lord Lieutenant at the meeting at Hexham on Tuesday the 6th April next. I am for Mr Boag & Self

Sir Yours etc Nichos. Walton

**11 Jun 1756 Nicholas Walton to Richard Horne**

To Mr Horne

Ravensworth Castle June 11th 1756

Sir

We acquainted Mr Lancaster that the General Court had been pleased to appoint him to succeed the Revd. Mr Toppin as Vicar at Alston who we doubt not has acknowledged his great obligations to the Board. He informs us it will be necessary to give him an appointment in Writing & upon enquiry we find the Bishop must have such an appointment before he grants Institution and Induction. We therefore inclose you a Form of such an appointment as we are told will be sufficient, which you will be pleased to lay before the Board for their approbation. The Board will be pleased to consider whether this appointment should not be dated the Day the General Court was held. We are

Sir Your most humble Serv'ts

Nichos. Walton     Hugh Boag



To the Right Reverend Father in God Richard by Divine Providence Lord Bishop of Durham

We Being Seven of the Commissioners or Governors of the Royal Hospital for Seamen at Greenwich, having a True and undoubted right of Presentation (for the present Turn) to the Vicarage of Alston in Alstonmoor & in the County of Cumberland and your Lordship's Diocese Do hereby nominate & appoint the Revd. Mr. Thos. Lancaster Clerk to the said Vicarage now vacant by the natural Death of the Revd. Mr Topping Clerk late Vicar of Alston Aforesaid during his natural Life, to have & receive to his own use during the Term aforesaid all the Profits belonging to the said Vicarage, and we humbly desire that your Lordship will admit and Cause the said Mr. Lancaster to be Instituted and Inducted into the said Vicarage In Witness whereof we have hereunto set our hands & Seals this [blank] Day [blank] in the Year of our Lord One Thousand Seven Hundred and Fifty six  
Signed and sealed in the presences of us

NB must be upon a stamp

Copy of the presentation mentioned in the foregoing Letter

To the Right Reverend Father in God Richard by Divine Permission Lord Bishop of Durham or in his absence to his Vicar General, or other Person therein having Sufficient Authority. We Sir James Creed Knight, William Baxter Esq., Thomas Ripley Esq., David Cockburn Doctor in Physick, James Spilman Esq., William Alix Esq., William Young Esq., John Savory Esq., Isaac Townsend Esq., Charles Sanders Esq., Nichos. Tindal Clerk, John Major Esq., James Lloyd Esq. & Timothy Brett Esquire the True and undoubted patrons of the Vicarage of Alston, otherwise Aldston, otherwise Alstonmoor, otherwise Aldston Moor, Send Greeting To the Parochial Church of Alston, otherwise Aldeston, otherwise Alstonmoor, otherwise Aldeston Moor aforesaid in your Diocess now vacant by the Death of Mr. Toppin late Incumbant thereof, and to our Presentation of right belonging. Our Well beloved Richard Lancaster Clerk to your Lordship, We do Present, Humbly Intreating you to your Lordship to admit him the said Richard Lancaster to the Said Church, & to cause him to be Instituted and Inducted into the said Vicarage with all its rights & Appurtenances whatsoever, and to do and accomplish, all such other Matters & things herein as your Lordship shall Deem to belong to your Episcopal Office. In Witness whereof we have hereunto set our Hands & Seals this twenty Second Day of May in the Twenty ninth Year of the Reign of our Sovereign Lord George the Second by the Grace of God of Great Britain, France & Ireland King, Defender of the Faith & so forth, & in the Year of our Lord, One Thousand Seven Hundred & Fifty Six.

James Creed   David Cockburn   Wm. Young   John Major   Wm. Baxter   James  
Spilman   Jno. Savory   James Lloyd Thos. Ripley   Wm. Alix   I. Townsend  
Timy. Brett Nichos. Tindal

The Original sent the Board the 27th August 1756

**22 Apr 1757   Nicholas Walton to Richard Horne**

To Richard Horne Esq

Ravensworth Castle   April 22nd 1757

Sir

We have been applied to by the Inhabitants of Alston Moor and Acquainted by them, that a Distress is Intended to be made for a Poor Rate, which they say is due from the Lead Mines; & they are advised to make the Distress upon the dues of Lead Ore belonging to the Hospital. You will be pleased to acquaint the Board of this Intention & lay before them the Inclosed Copy of an Opinion, the Parishioners of Alston have given us by which they will observe the Duty Ore is there stated to be reserved [underlined up to 'Deductions'] free and Clear of all Charges and Deductions, which is the fact, and we say for the Hospital that this Reservation Charges the Poor Sess upon the Lessee. The Quakers Company's Agent has Applied to us & thinks they are not by these words Chargeable, Alledging as is Stated in the Case the Meaning of the Words are no more than to Clear them from the Expencc of Working & Washing But whether that be the meaning or not, we Apprehend they are Chargeable as Occupiers, the Quakers Agent has wrote to the Company, & we are told some of them will wait upon the Board of Directors in order to have the matter Settled and as we have Prevailed upon the Parishioners of Alston Moor to make no Distress till they hear from us, We desire the Board will be pleased to give us their Commands as Soon as they can. We find the Quakers Company have given their Agent Directions to <Reply> in Case any Distress is made on their Property and we hope it will be Settled that they Protect the Duty Ore according to the Reservation, as we are Satisfied the Duty Ore never has been Charged or ever payed Poor Sess; and that it was the Intention by this Reservation that the Lessor should be free of it & all Charges Whatsoever. Inclosed you have an Advertisement for Sale of the Duty Ore raised from Mich's. last to Mich's. next which if the Board have no Objection, we think should be Inserted in the Papers immediately, in order that we may in time prepare for Smelting in Case they Cannot be Sold to Advantage, you will Observe we have altered the Advertizement from the Common method, as we think they will probably Sell better in parcels, than all together, but that the Board will Judge of and alter as they think proper. We are

Sir Yours etc

Nichos. Walton   Hugh Boag

Case

The Commissioners of Greenwich Hospital are Lords of the manor of Alstonmoor, within the Parishes of Alston & Garrigill in Cumberland and as Such are intituled to very Considerable Lead Mines within the said Parishes, which they have Let to a company of Mine Adventurers, and to Several others upon Leases under a General reserved full fifth Part Free and Clear of all Charges and Deductions of all & every the Lead Ore and Minerals from time to time won and Gotten by the Lessees, out of the said Mines which Fifth Part of the Lords is washed weighed off and Set apart by the Lessees, in their working of the Said Mines for the Lords use.

By the Workings of the Said Mines, great proffits arise to the Lords but a great many Strangers, are necessarily employed in & about the said Mines, many of whom gain Settlements in the said Parishes, and they & their Families frequently become Chargeable by reason whereof the Parishioners are burthened with a large Poor Rate which is daily Increasing.

The Lords and Lessees have often been Applied to, by the Inhabitants of both the said Parishes to raise & Pay part of the said Poor rate (as the Increase of the Poor is intirely on account of so many Strangers being employed in the said mines) but hitherto have not been able to get any Satisfactory Answer from either the Lords or Lessees they shuffling it off from one to the other upon every Application.

You observe that by the words of the Lease [underlined up to 'Deductions'] One full fifth Part of all the Lead Ore and Minerals got & Won out of the said Mines is reserved to the Lessors (clear of all Charges & Deductions) by which word the Lessors in Case the Mines should be Charged to the Poor Rate Claim an Exemption but the signification of those words are Apprehended to be no more than to Clear them from the Expenses of Working & Washing, and not from any Taxes that the said Mines may at any Time be liable to pay.

Whether the Lead Ore & Minerals won & Got out of the said Mines are Rateable to the Poor within the said Parishes of Alston & Garrigill, if yea, in What manner are they to be rated, should an Assessment be made on the Lessors Fifth Part or on the Lessees, or on the whole before the Lessors part is Sett out and Divided and Whose name must be inserted in the Assessment the Lessors or Lessees As none of them live within the Parish but some of their Stewards and Agents do, If you are of Opinion that the Said Mines are liable to Pay Poor Cess how must they be Asses'd must the Produce of every Mines be rated Distinct from One another, and in Case of Refusal of Payment Distresses be made Accordingly or must the Assessment be General upon all the Mines within the said Parishes and in Case of refusal of Payment Distress to be made upon any one Mine at the Discretion of the Parish Officers or how otherwise, And what other manner would you Advise the Parishioners to Proceed for Recovery thereof.

I am of Opinion that Lead Mines & Minerals as well as Coal Mines & other real Estates in the Parish may be rated to the Poor by Virtue of the 43 Eliz. C2 and that either the Proprietors or Lessees of such Mines are rateable According to the real Value thereof. But as these Mines as I observe by the Case, are Lett by the Govn's. & Directors to so many sevl. Different Persons, whose Names it may be impossible for the

Parish Officers to find out, & that the same are not let at any certain yearly Rents in Money, but at a fifth or other duty of the Ore, So that it would be very Difficult if not impossible to come at the Knowledge of the Real Value of each Lease or Tack besides the rating of every such Lessee or under Tenant might give them Settlements in the said Parish to the great increase of the Poor Rates there, So I should think it much the most Adviseable to make the Taxation upon the Governors according to the value of the whole Mines they Enjoy in each Parish & as none of the Governors reside within the Parish but keep Stewards & Agents to manage their Affairs there I am of Opinion demands upon their Agents will be Sufficient to Warrt'. Distresses for nonpayment of such Rates.

I shall not undertake to Determine any thing Concerning the Disputes between the Commissioners & their Lessees whether the Reserving one full Fifth Part of the Ore [underlined up to 'Deductions'] Clear of all Charges & Deductions will Exempt the Governors from the Poor Rates or only Clear them from all expenses of Working & Getting the Ore but leave that Point to be adjusted between themselves as not in my Opinion at all material to the present Question.

Great Care and Regularity should be observed in making of this Assessment I shall therefore Advise the following rates to be observed therein; Let the Rate be made at a Public Vestry of the parish (not According to the antient Purvey rate used in many Places in the County) but by an equal Pound rate through the whole Parish & let the same be signed by the Church Wardens and Overseers of the Poor and other Principal Inhabitants there met and afterwards get it duly allow'd by two Justices of the Peace, and let the Governors be rated rather within the value than otherwise to prevent any occasion of Complaint or Appeal on that Account; the Assessment need not name all the Governors by name but let it be only in Gener'l upon the [underlined up to 'Greenwich'] Commissioners or Governors & Directors of the Royal Hospital for Seamen at Greenwich for their Lead Mines in the said Parish this being the name as I take it of their Incorporation. Tho' I am of Opinion Distresses may be made of the Produce of Ore of these Mines whilst upon the Premises in whose hands soever the same may be found Yet I think it will be much better as the Assessments will be made upon the Governors to make such Distresses upon their Share of the Ore after Divided from that belonging to the Lessees.

And. Huddleston  
10th March 1757

**9 Dec 1757    Nicholas Walton to Richard Horne**

To Richard Horne Esq

Ravensworth Castle    Dec. 9th 1757

Sir

We have lately been applied to by several Freeholders within the Manor of Wark who are Interested in two Commons called Wark and Broad Poole Commons, and

some of them are also Interested in another Common called Ellingham Rigg adjoining the two Commons above or the one of them, All which they are desirous of having Divided. These Commons lie within and are as we apprehend, part of the Manor of Wark of which the Hospital are Lords, the two former are Indisputably so, but Mr Allgood claims a part of Ellingham Rigg as part of what he calls the Manor of Shittlington. What we have therefore to observe is that as these three Commons are proposed to be Divided, and as none will be Divided separate it is proper the Right as Lord of the Manor be first Settled, which Mr Allgood has proposed to Refer to three such Council as shall be agreed upon, which be pleased to lay before the Board of Directors for their Consideration. We are

Sir Your most Obt. Servts.

Nichos. Walton    Hugh Boag

**27 Jan 1758    Nicholas Walton to Richard Horne**

To Mr Horne

Ravensworth Castle    January 27th    1758

Sir

We wrote you the 9th December last that we had been applied to, by several Freeholders with in the Manor of Wark, relating the Division of Wark, Broad Peel & Ellingham Rigg Commons, ro which we refer & Beg the Board of Directors will be pleased to enable us to give these Gentlemen some Answer, as they Intend making application to Parliament in Case the Board of Directors have no objection.    We are

Sirs yours etc

Nichos. Walton    Hugh Boag

**7 Feb 1758    Nicholas Walton to Thomas Stephenson**

Mr Stephenson

Ravensworth Castle    February 7th    1758

Mr Teasdale would Acquaint the Parishioners of Alston Moor with the purport of the Attorney General's opinion which we showed him when he was last at Newcastle, but as he said it would be a Satisfaction to the Parishioners to have a Copy, we send you one Inclosed, which I desire you will shew to any that Desire it. Indeed I think it would be best that a Vestry Meeting be called where you may produce it, & if they chuse it let them take a Copy. You will observe that we state it, that the Duty Ore never pay'd Poor Rate, which I have been told is matter of Fact, but I now understand it is pretended to be proved that the Duty Ore has pay'd, a thing which I would have those who pretend to know it to consider whether it was, or was not so. Probably the Mines might Pay (but even that's not Clear) & if so it is Proveing what we say that the Duty Ore did not pay as a Separate Commodity. But be that as it will the Case is not at



all altered, as you will observe the Attorney General lays no Stress upon it, but gives his Opinion upon the 43d of Q. Elizabeth, & fixes the payment of Poors Rate upon the Occupier. I mention this for your Government & desire you will take notice to such as may object to our Allegation that the Duty Ore never pay'd, that no stress is laid upon it nor has it any weight in this Case. You will not part with this Letter, nor the Copy I send you, but you may let the Parishioners take a Copy of the Copy I herein send you. I am Sir

Yours etc      Nichos. Walton

**12 Feb 1758   Nicholas Walton to John Everest**

Mr Everest                      Ravensworth Castle   Febr. 12th   1758

Sir

I have this Post receiv'd a Letter from Mr Simpson Attorney at Law in Penrith, Acquainting me that Edward Nicholson our Bailiff at Keswick has been Served with a Copy of a Writ at the Suit of one John Cape for Levying an Amerciament of 13s & 4d Imposed at the Last Court Leet at Keswick for Selling Meal in Houses without bringing the same into Publick Market, and thereby Depriving the Commissioners of the Hospital as Lords of the Manor of the Accustomed Tolls, And I find Mr Simpson ordered an Appearance to be Entered since which Edwd. Nicholson has been served with Notice of a Declaration being Filed, Mr Simpson writes me he has wrote you on this Subject and no Doubt has given all necessary lights for making the Proper defence which I beg you will not fail doing as it is a Matter which affects us in the Tolls so materially that if these People Prevail they will be greatly reduced in their Value, I have wrote to Mr Simpson & have desired he will take all Proper Steps, but I know he will wait your Direction which I beg you will let him have as early as possible. I am for Mr Boag & Self

Sir   Yours etc  
Nichos. Walton

**12 Feb 1758   Nicholas Walton to Thomas Simpson**

Mr Simpson, Penrith                      Ravensworth Castle   Febr. 12th   1758

Sir

I have the Favour of yours by this Post acquainting me with what has happened in Consequence of Edwd. Nicholson's levying an Amercement Imposed upon John Cape for Selling Meal in Houses at Keswick and thereby depriving us of the Tolls. You have done very right in Acquainting Mr Everest with the Affair to Whom I have wrote this Post & desired he will not Fail to give you very early Instructions   But in the mean



time I desire you will take the Proper steps to be ready at all events for Tryal, I think I have a Copy of the Grant of Tolls at Keswick which I will endeavour to Send you the next Post as it may be of some use. I am sorry we did not know of this affair sooner. I am

Yours etc

Nichos. Walton

**12 Feb 1758 Nicholas Walton to Edward Nicholson**

To Edward Nicholson

Ravensworth Castle Febr. 12th 1758

Mr Nicholson

I have rece'd yours and one from Mr Simpson this Post to whom I have wrote & desire you go over to Penrith to him on recet. hereof as he will probably want you, and I must desire you will act under his Direction so as we may Omit nothing which is necessary to be done to make a Proper defence, or rather to Justify what has been done. I am sorry you did not immediately acquaint us when you were Served with the Copy of the Writ. I am

Yours etc

Nichos. Walton

**14 Feb 1758 Nicholas Walton to Richard Horne**

To Richard Horne Esq.

Ravensworth Castle Febr. 14th 1758

Sir

Last Post I recd. a letter from Mr Simpson Attorney at Law Penrith (who is one of the Derwentwater Court keepers & Transacts the Business of the Law in that Part of the Country for the Hospital) acquainting me that the Bailiff at Keswick had been served with a Copy of a Writ at the suit of on John Cape for Levying an Amercement of 13s/4d Imposed on him at the last Court Leet at Keswick for Selling Meal in Houses without bringing the same into the Publick Market to be sold, and thereby depriving the Commissioners of the Hospital of the accustomed Tolls. This Amerciamment was occasioned by a Complaint which came before the Court as we thought very properly from the Inhabitants, against persons selling Meal in Houses & not exposing it to Sale in the Publick Market, thereby depriving the Commissioners of the Hospital of the Tolls, shewing a Scarcity in the Publick Market, at a time of general Calamity Enhancing the Price. Mr Simpson I find ordered an appearance to be entered for the Bailiff, which was accordingly done, Since which he has been Served with a Notice, that a Declaration is filed, which I suppose will bring this Matter to Tryal, with which

be pleased to acquaint the Board. I have wrote to Mr Everest to whom Mr Simpson has also wrote, & doubt not but every Step will be taken to Justify the proceedings of the Court in Espousing the Hospital's right to the Tolls.

I am for Mr Boag & Self

Sir Your most Obedt. Servt.

Nichos. Walton

**14 Feb 1758 Nicholas Walton to Thomas Simpson**

To Mr Thos. Simpson,

Ravensworth Castle Feby. 14th 1758

Sir

I wrote to you on Sunday that I expected we had a Copy of the Grant of Keswick Tolls, but upon examining I find it is a Copy of the Grant of Keswick Fairs, which you have Inclosed, but doubt it will be of use in the present Case. In looking over the Abstract of the Title Deeds of the Derwentwater Estates, I find there was a Grant of the Market & Fair to Thomas of Derwentwater at his Manour of Keswick in Derwentwater Fells in Cumberland for Ever, dated 13th July 4th Edward 1st. But these Title Deeds being in London I cannot come at the purport of that Grant. I have wrote to Mr Everest this day & pointed out to him where he will find this Grant, and have desired him to send a Copy of it to you if it be necessary. I am

Sir Your most humble Servt.

Nichos. Walton

**14 Feb 1758 Nicholas Walton to John Everest**

To Mr Everest

Ravensworth Castle Feby 14th 1758

Sir

Since my last to you, I have looked over the Abstract of the Title Deeds of the Derwentwater Estates and find in the Abstract No. 27 A Grant of a Market & Fair to Thomas of Derwentwater, at his Manor of Keswick in Derwentwater Fell in Cumberland for ever, Dated 13th July 4 Edward 1st.; and as it is very probable the Tolls are Comprahended within this Grant you will be pleased to look into it and send Mr Simpson a Copy of it, if it is necessary. I find we have a Copy of a Grant of Keswick fairs to Sir Edward Radcliff Baronet, the 3d of the Reign of King Charles, which no doubt you have a Copy of, as this we have, came to us from Mr Radley. I have this Post sent a Copy of it to Mr Simpson, but suppose it will be of no Service in the present Case. I am

Sir Your most humble Servt.

Nichos. Walton

**17 Feb 1758 Nicholas Walton to John Romer**

[Note: The letter referred to, of Jan 8th, is not in the book which goes straight from Dec 9th 1757 to Jan 27th 1758]

To Mr Romer

Ravensworth Castle February 17th 1758

Sir

We reced. your Letter in Answer to ours of the 8th January last, in which you Offered your small Estate at Scremerston for Seven Hundred Pounds with which we acquainted the Board of Directors for Greenwich Hospital, & recommended that which we thought right upon the occasion, in Consequence of which I rec'd last post a letter from Mr Horne acquainting me the Board agree to give you Seven Hundred Pounds for your Estate, to Grant you a Lease of it at £23 p Annum on a Term of 21 years, and to grant you a Lease of the whole Township of Scremerston exclusive of it & Thomas Scott's Farm at £780 per Annum, upon all wch. I give you Joy. It will be necessary for us to see you soon in order that this purchase may be carried into execution and for that end I wish you would send the Title Deeds to Mr Clennel or who you think Proper that a short Article may be entered into till the Conveyance can be perfected, And it will be necessary to see you that the Farm may be Confirmed to you according to the Form we use wth. the rest of the Tenants. When you have sent the Title Deeds & that the Article is ready I will give you notice, or can you come with them your Self; the Article will be short and cannot require much time. I shall be glad to have notice of your coming. I am for Mr Boag & Self

Sir Yours etc

N Walton

**10 Mar 1758 Nicholas Walton to Richard Horne**

To Richard Horne Esq.

Ravensworth Castle March 10th 1758

Sir

Before we rec'd yours relating the Title Deeds of Priors Land, we laid them before Lawyer Grey in Newcastle who found a Material Deed wanting which is not yet come to our hands. When it does Mr Grey will give his Opinion of the Title & then it and the Deeds shall be forwarded to Mr Hussey for his perusal. We have entered into Articles with Mr Romer who engages to make a good Title. We are

Sir your most Humble Servts.

Nichos. Walton Hugh Boag

**19 Mar 1758 Nicholas Walton to John Romer**

To Capt. Romer.

Ravensworth Castle March 19th 1758

Sir

Mr Boag & I rec'd from Mr Clennel the Conveyance from old to young Mr Armorer for which we gave him a Rect. there appears by this conveyance to be a charge of £50 p Annum to old Mr Armorer & £500 a piece to Mrs Romer & Mrs Grieve, both of which sums we presume were paid and as Mrs Grieve no doubt gave a release for her £500 that Release is wanting and must be produced. If Mrs Romer reced. her £500 there is no doubt a Release from her which must also be produced, but that is not so necessary as you can set that Matter to rights yourself. The £50 per Annum to old Mr Armorer we must be indemnified against in some proper manner. I wish to hear from you as to these particulars as soon as you can that we may have Mr Greys opinion to send our Board, who have ordered all the Writings to be sent up to be laid before the Council which must be done in Case Mr Grey's Opinion is not satisfactory, and for this purpose you must think of some friend in London to send them to, in Case it should be necessary. I am

Sir Yours etc Nichos. Walton

**26 Mar 1758 Nicholas Walton to John Romer**

To Capt. Romer.

Ravensworth Castle March 26th 1758

Sir

I reced. the favour of yours Inclosing me the two Releases which shall be taken care of & put with the Title Deeds. I Hope there will be no occasion to send them to London, but if there should you must think of some proper person to send them to. I suppose your own Indemnity will be thought very sufficient to secure against Mr Armorer's. Annuity. I am

Sir Yours etc

Nichos. Walton

**30 May 1758 Nicholas Walton to Thomas Simpson**

To Mr Simpson

Ravensworth Castle May the 30th 1758

Sir

I had a Letter last post from Edward Nicholson acquainting me that Cape goes on with his Suit, which I had no doubt of before, but as he desires we may not omit

writing to you on the subject, I give you the trouble of this to desire you will take all necessary care, & give such orders to Nicholson as are proper for his defence. I know of nothing we can do in it as we have no old Court Rolls or any thing else that can be of use in the Tryal. The proceedings of the Court since we have been concerned Mr King has regularly entered I suppose in a Book he keeps for that purpose, but that I presume can be of no use in this Dispute. Mr Boag will be in Alston Moor in a few Days and may probably see you at Penrith before he returns.

I am Sir Yours etc

Nichos. Walton

**30 May 1758 Nicholas Walton to Edward Nicholson**

To Mr Edward Nicholson

Ravensworth Castle May 30th 1758

Mr Nicholson

I reced. yours of the 25th Inst. with the Recet. Inclosed and in Answer I have no direction to give concerning the Suit with Cape, but that you pursue the Direction of Mr Simpson from time to time & give all the assistance in your power that he thinks necessary. I have wrote to him by this Post & am

Your most Hble, Servt.

Nichos. Walton

**13 Jun 1758 Nicholas Walton to John Romer**

To John Romer Esqr.

Ravensworth Castle June 13th 1758

We reced. yours of the 9th Inst. by last Post, in answer to which we will be ready to pay the purchase money for Priorsland as soon as the Title Deeds are approved & the Conveyance ready to be Executed. Mr Gray has the deeds before him & this Week we are to have his Opinion which will be immediately Sent to London, after which we are apprehensive the Deeds must go to London to be laid before the Auditor for the Hospital, if the Board should be Content with Mr Gray's opinion the Work will be shortened, but if they are not it will require Time & it will be proper for you to Consider to whom you would send the Deeds to London if that should be required.

We Are Sir Your most Humble Servts

NW & HB

PS. As we presume the Hospital will enter upon the Rents of the Priors Land at May Day you will be Intitled to Interest upon the Purchase Money from that time until it is paid at a Reasonable rate of Interest

**16 Jun 1758 Nicholas Walton to Richard Horne**

To Richard Horne Esqr.

Ravensworth Castle June 16th 1758

Sir

We wrote you the 10th March last that before we reced. yours relating the Title Deeds of Priors Land at Scremerston we had laid them before Lawyer Gray in Newcastle who has given his Opinion thereon, which (with the Abstract of Title made by Mr Stewart the Hospital Court Keeper) we send you Inclosed together with a Copy of the Article we entered into with Mr Romer for the Purchase. This Mr Romer hopes will be Sufficient to lay before Mr [Keesey] and that the Board of Directors will not insist upon his sending the Deeds themselves to London, particularly as the Deed of Conveyance in 1743 is a Conveyance of Several other estates as well as that of the Priors Land now agreed to be Sold. You will be pleased to Observe Mr Gray advises that the Deed of Conveyance in 1743 & the Original Will, should be lodged either with the purchaser of the Priors Land or in Some Safe manner for their for their Benefit wch Mr Romer will not Consent to, as these are his Title to other Estates as well as the Priors Land, but he is ready to do every reasonable Act in his Power by way of indemnity to the Hospital, which on talking with Mr Gray, Mr Stewart and we think will be very Sufficient, but that we Submit to the Boards Determination, & have only to add that as it is very advantageous to the Hospital to have this purchase go forward, we would be Sorry to See it go off, which we Apprehend will be the Case if not Complied with as Mr Romer Proposes. We are

Sir your most Obedt. Servts.

Nichos. Walton H Boag

**23 Jun 1758 Nicholas Walton to Richard Horne**

To Richard Horne Esqr.

Ravensworth Castle 23rd June 1758

Sir

We wrote you the 9th December last that we had been applied to by Several Freeholders within the Manor of Wark for a Division of Wark and Broad Poole Commons, as also the Commons called Ellingham Rigg of which last Mr Allgood Claims a Part as his Manor of Shittlington, and in that Letter of the 9th Dec we recommended that the Dispute with Mr Allgood be first Settled and acquainted the Board that he was willing to Refer the Matter in dispute to three such Council as should be agreed upon, To which the Board by their Minute of the 1st Feby. last gave for Answer that they had no Objection to the Division of Wark, Broad Poole and Ellingham Rigg Commons provided the Hospital has its proper proportion Allotted & Set off which is recommended to the Receivers to get done to as much advantage as



possible. In Consequence of which we Acquainted the Gentlemen with our directions, Since which nothing has been done till Yesterday when we had a meeting with Mr Allgood, who has proposed and is willing to lay his Title to Shittlington Common before the Attorney General or any Eminent Councill, which he hopes will Satisfy the Board of Directors and put an end to the Dispute. You will be pleased to lay this before the Board for their Direction and acquaint us as Early as you can with their orders as we have engaged that this affair shall meet with no Delay on the part of the Hospital. We are

Sir your most Obedt. Servts.

Nichos. Walton H Boag

**23 Jul 1758 Nicholas Walton to Richard Horne**

To Mr Richard Horne

Ravensworth Castle 23rd July 1758

Sir

In Obedience to the Board's Commands, we have made Estimates of the Expence of Several Repairs and Buildings in the Derwentwater Estate which appear to us Necessary and Unavoidable, and in Consequence thereof we have made several Agreements an Acct. of which we send you Inclosed, Which be pleased to lay before the Board.

You will observe there are four setts of new Housing to be built at Hartburngrainge, Needleshall, Scremerston & Outchester agreeable to the proposals made at the time of letting, which we have brought into as Narrow a Compas as we could and probably not so much that something more may be afterwards thought necessary however we think it right to do no more at Present.

What other Repairs are proper we have under our Consideration but we wish not to do much more this year than what is Contracted for. We are

Sir Your Most Obedt. Servts.

N. Walton H. Boag

An Estimate for building a New Set of Housing on Hartburngrainge Moor Viz.

The Dwelling House

40 feet long 19 feet broad & 14 feet high, outside  
measure all materials included, but Exclusive of  
leading the said Materials £90.13. 1

The Millhouse

16 feet long by 7 feet wide, Exclusive of Leading 8. 0. 0

Two Stables

13 foot long each by 19 feet outside Measure and 9  
feet high Exclusive of Leading 28. 0. 0

a Barn 24 feet long 16 feet wide & 11 feet high

## ***TNA ADM 66/108 Greenwich Hospital Northern Estates Receivers 1744 to 1759***

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Inside Measure Exclusive of Leading	31.14.10	
a Barn 30 feet long 16 ft wide & 11 feet high Inside		
Exclusive of Do.	33.11. 8	
two Byers 21 feet long & 16 feet wide each & 9 feet		
High Inside Measure Exclusive of Leading for	46. 8. 8	
A Helme 66 feet long & 13feet wide inside Measure		
Exclusive of Leading for	41.15. 0	£280. 3. 3

An Estimate for building a new set of Housing on Needlesshall Moor  
the Houses to be the same Dimentions & Number as at  
Hartburngrainge & to find all Materials Exclusive of Leading £280. 3. 3

An Estimate for repairing Housing at Needlesshall near Meldon Park  
Wall Exclusive of Leading 10. 0. 0

An Estimate for repairing the Roof Dilston Graystone  
Mill Exclusive of Leading 7.16. 4  
Do. For repairing the Roof of Dilston Barley Mill  
Exclusive of Leading the Materials 3. 5. 8 11. 2. 0

An Estimate for repairing Woodhall low Mill Exclusive  
Of Leading the Materials 36. 6. 8  
Do.for repairing Woodhall high Kiln Exclusive of Do. 4.17. 1  
Do.for repairing Woodhall low Kiln Exclusive of Do. 9.17. 5  
Do.for repairing Woodhall bluestone Mill Excl of Do. 14.10.10  
Do.for aBarn at Woodhall 28 by 28 feet Excl of Do. 18.14.11  
Do.for repairing the Millers Dwelling house Excl 7. 1. 0  
Do.for building a low Room at Do. 15 by 15 feet Excl 23. 0. 0  
Do.for building a Stable 13 by 16 feet broad Excl 13. 0. 0 127.19. 7  
£ 709. 8. 1

July 6<sup>th</sup> 1758 Then agreed with Francis Jackson Wm. Ironsides, Willm.  
Labourne and Matthew Davison for building and repairing the above Housing and  
Mills as follows Viz.

For a new set of Housing on Hartburngrainge Moor Exclu. of Leading	£275. 0.0
For a new set of Housing on Needles Moor Exclusive Of Leading	275. 0.0
For Needlesshall Housing near Meldon Parkwall Exclusive of Leading	10. 0.0
For Dilston Mill Housing Exclusive. of Leading	11. 0.0
To Wood Hall housing and Mills Exclu. of Do.	127. 0.0
Total	£ 698. 0.0

An Estimate for Repairing Dilston Mills as follows Viz.

The Graystone Mill For two Gray Millstones	£10.10. 0	
For new Gaveslock cases, Mealtrough & a pair of heads	3. 6. 0	
For Coggs& Rounds & Screwbolts for the Cogwheel	1. 1. 8	
For a new Rind for the Stones	18. 0	
For a new Forebay & Materials £5.12 & Workmanship £2	7.12. 0	
For the Stays for the Dam at 2/- Each and 9 feet long	1. 0. 0	
For Workmanship & Spikes	0. 5. 8	
For 12 Deals & 6 posts for the side of the Dam	1. 1. 4	
For the Workmanship & Nails	8. 0	
For a new [Clower], Wood and Workmanship	7. 4	
For laying on the Graystones	3. 3. 0	£29.13.0

Towards Altering the Barley Mill into a Graystone Mill Viz:

For Workmanship	£15. 0. 0	
For a pair of Gray Millstones	10.10. 0	£25.10.0

The Blue Mill Repair Viz:

For a new frame for the Wallower heads to lay on	17. 0
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## ***TNA ADM 66/108 Greenwich Hospital Northern Estates Receivers 1744 to 1759***

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For a pair of new Wallower heads, Wood & Workmanship	1. 6. 0	
For a set of Coggs & Rounds, Wood, Workmanship	0.16. 0	
For a Hopper and Bearer Wood & Workmanship	0.12. 0	
For a new Windlas Wheel, Rowler bearers & Rope	5. 0. 0	£8.11. 0

June 26<sup>th</sup> 1758 Agreed with William Atkinson the Miller for  
his Sum for performing the above work Exclusive of Leading £63.14. 0

An Estimate for repairing Scremerston Southside Mansion House

John Romer Esq East Parlour For 4 Deals 6d & Workmanship		
7/6d & 3 Iron Sock for the Parlour 9d		1. 2.6
Staircase for 7 Yds new Flagging 14d A new Door		
12/6d & a new fore Door £1 Staircase		2. 6.6
West Parlour For 25 Yds of new Do. at 14d £1.9.2		
& 72 Yds one Coat Plaster at 4d £1.4.0	£2.13. 2	
For Mending the Doors 3d & for Deals for Closets 9s	0.12. 0	£3. 5.2
For Repairing the Room over the Parlour Doors & Skirting Board		9.6
For Repairing the West Room 25 Yds Ceiling at 12d & 72 Yds of		
Side Wall Plaistering at 4d		2.09.0
For 6 new Windows intirely new at £1 each £6 & 3 walled up £3		9.00.0
For 3 Pinion Windows at 10s Each		1.10.0
For 10 Couple of Sparrs £1.10 & Workmanship 6d for the roof		1.16.0
For 30 Deals for Laths £2.5.0 and the Wall plates 6s		2.11.0
For 2000 Lath Nails 10s 1000 Tyles £2.5 & Workmanship £1.10		4. 5.0
For lime & hair £1.10 60 Yds of Ceiling Garretes £3		
& mend'g above the latches at 5s		4.15.0
For mending the Kitchen flagging £0.12.6 the Plastering 5s		
and Flagging low Passage £1.4		2. 1.6
For Glazing the back Kitchen & Too [tall] Windows 8s and a new		
Door Porch passage 14 s		1. 2.0
For Plastering the Passage £1.15 & mending & pointing		
East Gavel & Chimney Tofts £1		2. 5.0
For a new Window Kitchen Garret 10s & repairing the porch £1		1.10.0

May 29<sup>th</sup> 1758 Agreed with John Romer Esqr. for £40 for Executing  
the above Work Exclusive of Leading 40. 8.2

NB When the great house is Striped, if the Spars appear more decayed in the  
East part than now Supposed, This House will take for new Spars etc more than  
the above Charge £15

An Estimate for Repairing Low Byer Housing Viz.

For Repairing the Dwelling house roof & floors		
etc Exclusive of Leading the Materials	30.14. 7	
For building a new Milkhouse Excl of Leadg.	11.10. 0	
For repairing & Ceiling the Court Room Excl &c	15. 6. 6	£57.11.1

An Estimate for Repairing etc Tynehead Farm Housing Viz:

For repairing and pointing the Dwelling House		
Exclusive of Leading	2.19. 0	
For Ceiling Do. & finding Ceiling Joists Excl Do.	4.16. 9	
For Building a Byre 21 feet by 16 broad & 9 feet		
high and to find all Materials the Roof to		
be Oak Exclusive of Leading	29. 0. 0	£36.15.9
		£94. 6.10

July 8<sup>th</sup> 1758 Agreed with Lanc't Dixon and Josh. Stephenson for the above  
work for the sum of £92 Exclusive of Lead'g

An estimate for Building a new set of Housing on Scremerston Moor Viz:

The Dwelling house 40 feet long 19 feet broad & 14 feet high  
outside measure Materials Incl but Excl of lead'g 90.13. 1

The Milkhouse 16 feet long by 7 feet inside measure  
Exclus. of Do. 8. 8. 0  
Two Stables 15 feet by 19 feet each 9 ft high Excl&c 28. 0. 0  
Barn 30 feet long 16 feet wide 11 feet high Excl &c 33.11. 8  
Barn 30 feet by 16 feet wide & 11 feet high inside  
measure Exclusive of Do. 33.11. 8  
Two Byers 21 feet long by 16 feet each inside  
& 9 feet high Exclusive of Do. 46. 8. 8  
A Helm 66 feet long by 13 feet inside measure Excl. 41.15. 0 £282. 0. 1

An Estimate for building a new set of Housing on Outchester Moor  
the same dimentions & same Number as at Scremerston above  
Exclusive of Leading £282. 0. 1  
£564. 0. 2

July the 8th 1758 Then agreed with Robert Naisbett and John Morrison for  
Building the above two new sets of Housing at Scremerston and Outchester  
Exclusive of Leading for the sum of £550

The Agreements made and Collected by  
with Francis Jackson, Wm. Ironsides, Willm Labourne and 698. 0. 0  
Matthew Davison  
With William Atkinson for Dilston Mills 63.14. 0  
With John Romer Esqr. for repairing Scremerston house 40. 0. 0  
With Lanct. Dixon & Josh. Stephenson for Alston etc 92. 0. 0  
With Robert Naisbett & John Moorison for a set of new Housing  
at Scremerston and Outchester 550. 0. 0  
Total agreed for £1443.14. 0

Sent the Board July 18th 1758

#### **4 Aug 1758 Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle Aug 4th 1758

Sir

We have rec'd a letter from Mr Everest with a Copy of a precipe for a Writ of ad quod damnum for inclosing several Bridle Roads in the parish of Hartburn which we do not see is any prejudice to the Estate belonging to the Hospital, provided proper roads are opened in Lieu therof, but as no provision is made for new Roads, we beg leave to Recommend an intire stop being put thereto till these Roads are fully described and Explained. Mr. Denton who Solicits this affair for some of the Gentlemen must be informed that it is necessary to have all parties consenting named in the writ and as there are several whose Lands the New Intended Roads are to pass thro', that which is now delivered by him is very Defective. We have consulted Mr Stewart, the Hospital's Solicitor here, who will write to Mr Everest by this post on this head, & we will endeavour to have him meet the Solicitor in the Country in order to have the Writ settled with all the discription and parties proper to be to be inserted therein. The new

intended Roads are intended to made at the Expense of the respective Gentlemen thro' whose Estates the same pass. Ande these Gentlemen hope and expect the Commissioners of the Hospital will be at the expense of the Road in theirs which we compute will Cost about two Hundred Pounds including the Reparation of the present Road thro' Hartburngrainge Estate which in the Winter Season is generally passable with Great Difficulty.

We had a meeting with Mr Allgood last Wednesday when several Council were named as Referees to determine the dispute with him about Shittlington and we have agreed upon two as proper, but the third we cannot agree upon. The two we agree upon are Percival Clennel Esqr. and Edward Collingwood Esqr. & Mr Allgood names Mr Rudd or Mr Fawcett as a third person, but to this we object as these two last mentioned Gentlemen have (as we apprehend) been consulted by Mr Allgood and given their opinion upon the point in Dispute. How far this may be a reasonable Objection we submit to the Board to Determine, and beg leave only to say that if the Board of Directors are of opinion Mr Rudd or Mr Fawcet are proper persons, we recommend the latter as being more active and mor at Leisure to attend the Business. We are

Sir your most obed. Servts.

Nichos. Walton Hugh Boag

#### **4 Aug 1758 Nicholas Walton to John Everest**

To Mr Everest

Ravensworth Castle Aug 4th 1758

Sir

We Rece'd the favour of yours today with the Copy of a precipe for a Writ of Ad quod Damnum, for inclosing several Roads in the Parish of Hartburn, in answer to which we have wrote the Board this Day, and as we have had a Conversation with Mr Stewart on this head he will write you by this Post, to which we refer. And as nothing must be yet done therein you will take the Boards Directions before anything is done, & Mr Stewart will inform you what steps are taken in the Country for Mr Boag & Self. I am

Sir Your most Humble Servt.

Nichos. Walton

**5 Sep 1758    Nicholas Walton to Lancelot Allgood**

To Lanct. Allgood Esqr.

Ravensworth Castle Sep 5th 1758

Sir

The Board of Directors for Greenwich Hospital were acquainted by Mr Boag and me, with what has been proposed at our last meeting with you, and they approve of Mr Collingwood and Mr Clennel as two Referees, but desire another person may be named agreeable to both Parties. I am for Mr Boag & Self

Sir Your most Humble Servt.

Nicho. Walton

**8 Oct 1758    Nicholas Walton to Christopher Reed**

Christr. Reed .

Ravensworth Castle October 8th 1758

Sir

We Reced. the favour of yours of the 5th Inst Yesterday Evening & are much obliged to you for it. We can have no objection to to Micl. Dodd's appearing at Ovingham Court provided the Tenant of the Estate of Buteland did so before forfeiture; while the Estate was in the King no Tenant was Answerable to the Court of any private Lord, but being now taken out of the Crown, we apprehend every one is liable as they were before the Forfeiture, but in this Case we must be careful to know whether this Estate was liable before the Forfeiture or not. Mr Boag is on his Journey to the West Country & will call upon the Bailiff of Ovingham & desire they will postpone any proceedings till proper enquiry is made and therefore we think Michl. Dodd need not attend this Court. We hope for the pleasure of your Company at Wark on Thursday the 19th Inst. at Dinner, in the meantime We are

Yours etc.

N. Walton H. Boag

**8 Dec 1758    Nicholas Walton to Richard Horne**

To Mr.Horne .

Ravensworth Castle Dec 8th 1758

Sir

As the Draught of the Conveyance of Priors Land from Captain Romer is settled & returned to Mr. Everest for Engrossment, it will we presume be soon sent down to be Executed. It will therefore be necessary for us to have the Boards order for the



payment of the purchase Money being Seven Hundred Pounds, with which be pleased to acquaint them. We are

Sir Yours etc.

N. Walton H. Boag

**10 Dec 1758 Nicholas Walton to Edward Nicholson**

To Mr. Edwd. Nicholson

Ravensworth Castle Dec 10th 1758

Mr Edwd. Nicholson

By this Bearer you will receive nine Bushels & a half of Acorns which we desire you will take great care of, and lay them in a midling dry place, so as they may not Sprout, or be too Dry kept till next march, at which time they must be dib'd into the Ground so as not to be above an Inch and a half or two Inches within the Surface, and this to be done in open Fresh Weather. The places where these Acorns are to be Planted are the Island Deer Close Calf Close and Waterage bank, in the open part of the Ground where there is no spring from the Stoves, and where the Wood is all Cleared & Free from Cattle of all Kinds. We shall send you a great quantity of Beach Trees to plant with the Acorns in the Island & other places which you will take care to have Carefully done in March by a Skillful Gardner or Planter, which you will provide for that purpose, as we suppose that will cost little more than a common Labourer's Wages We will be glad to hear from you after you receive this, and to know what Number of Beach Tree you think necessary & whether any can be got in your Country and at what Rate; The Acorns we think will Ly well in the Court Loft, turn'd out of the Sacks. The Sacks you will sell to the best advantage for us, the Carriage we will pay & are

Yours etc.

Nichos. Walton Hugh. Boag

**15 Dec 1758 Nicholas Walton to Richard Horne**

To Richard Horne Esqr.

Ravensworth Castle Dec 15th 1758

Dear Sir

I had the pleasure of receiving your letter of the 9th Instant by last Post, which also brought one from Lord Anson to Lord Ravensworth informing of the consent of the General Court to my Resignation & of their having been pleased to appoint my Son to succeed me as Receiver of the Rents of the Derwentwater Estate jointly with Mr Boag for which I think myself under the greatest obligations. I am Truly Sensible of your Friendly Offices in this Affair, which I shall always acknowledge with Grattitude, & I have no doubt but my Son is Sensible of the obligation he is under to you on this occasion. As I presume a Minute will come from the Court, I do not write to the Board

till that comes, or till I hear from you, after which it will I Apprehend be proper for both my Son & me to Write to them acknowledging their Goodness to us both. A Copy of the Appointment the 15th November 1752 you have inclosed. My Son's name is Nicholas and I suppose must stand thus Viz: [rest of sentence underlined] Nicholas Walton the Younger of Farnacres in the County of Durham. This Change will make some little inconvenience in settling the Account, but I don't see it absolutely necessary to terminate the Account at the time of my Son's appointment as it seems to me that joining him with Mr. Boag and me in the Title of the Account for such time as he has been concerned to the 30th June next, when the Accot. is settled will be quite sufficient, but in this I think the Auditor should be consulted. I have therefore wrote to Mr. Woodhouse & desired him to Consult Mr. Hussey and acquaint you in regard thereto before the Commission is made out, because it may I think be provided for, in the Commission if Mr. Hussey thinks it necessary, by making the Commission to take place the 1st July next as to the profits as that matter may be settled between my Son and me. I shall be much obliged to you for a Line in answer hereto for my Government & am

Sir Yours etc  
Nichos. Walton

PS Mr Boag is with me & desires his best Compliments

**15 Dec 1758 Nicholas Walton to Francis Woodhouse**

To Mr Woodhouse.

Ravensworth Castle Dec 15th 1758

Dear Sir

At the last General Court I have been so fortunate as to have leave to resign my Employment in the management of the Derwentwater Estae, and the Court has been pleased to appoint my Son in my stead, jointly with my partner Mr Boag, and to order an appointment to be made out accordingly, and as this will make a break in the Accot. if it be necessary to have it settled to the time of my Son's Appointment I must beg the favour of you to consider it, and whether it cannot be remedied by joining my Son in the Title of the Account from such time as his Appointment is Dated, to the 30th June when the Account is Settled. Or in Case that is not thought right whether the Commission tho' dated now, may not take place at a future time, to which the Accot. may be Settled.; I say if this is thought more proper it will make no difference between my Son and me, as I shall admit him to have the Profits from the Day of the Date of his appointment I shall be much obliged to you if you will take Mr Husseys's direction in this Affair, & acquaint Mr Horne therewith, to whom I have wrote by this Post, in which you will greatly oblige

Sir Yours etc  
Nichos. Walton

PS Mr Boag is now with me & begs his best Compliments

**9 Jan 1759    Nicholas Walton to John Romer**

To Capt. Romer

Ravensworth Castle Jany. 9th 1759

Dear Sir

We have Rece'd Directions to pay you the Purchase Money for Priors Land on Executing the Conveyances, of which we have heard nothing since Mr Stewart sent the Draught. My Son Joins with me in Compliments & I am

Sir your most Humble Servt.

Nichos. Walton

**12 Jan 1759    Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle Jany. 12th 1759

Sir

Inclosed I send you the Moor Master's Accot. of Mines working in Derwentwater Estate, and lying unwrought the Quarter ending at Michs. Last with the numbers of Hands employed & quantity of Ore raised in the same time. The Duty Ore from Michs. 1757 to Michs. last will amount to about £2660 which I expect will be reced. for next week. I have postponed acknowledging my great obligations to the Board of Directors for the late instance of their goodness to me in allowing me to resign the Receivership to my Son, & appointing him to be joint Receiver with Mr. Boag, expecting every Post would bring me my Son's appointment which I hope soon to receive. But least I should be thought remiss in my Duty in this respect I must beg the favour of you to Acquaint the Board with the Grateful Sence I have of it with the assurance of the exertion of my utmost ability to serve them on all occasions. I shall continue to Correspond with you till I receive my Son's appointment and after that to give him all the Assistance in my Power; and you may be assured nothing will give me greater Pleasure than to see his behaviour agreeable to the Board.

I am for Mr Boag & Self Sir yours etc

Nicho. Walton

**2 Feb 1759    Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle Feby. 2nd 1759

Sir

We have had it under our Consideration in regard to the appointment of young Mr Walton as Joint Receiver with Mr Boag & think it most Convenient to have the new Commisn. take place the first of July next as it will prevent a break in the Account which must be settled to the time of Commencement of the new Commission. But that we desire may be done in such way as is most agreeable to the Board. We are

Yours etc

N. Walton    H. Boag

**2 Feb 1759    Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle Feby. 2nd 1759

Dear Sir

I reced the favour of yours for which I am greatly obliged to you & in Answer thereto I am intirely of your opinion, that the Account to be settled must end when my Son's appointment takes place, & therefore I think it will be best to postpone making out the Commission till the first of July. Mr Boag and I both think so & in order that the Board may see our Sentiments, we have wrote Jointly upon it to you by this Post. And as I should like to have a Minute made by the Board fixing it so, you will be very obliging in haveing that done. The Minute also of the General Court, when my Son was appointed I also beg the Favour of you to send me. Mr Boag Joins with me in Compliments & I am

Dear Sir Yours etc

Nichos. Walton

P.S. My Son begs his Compts.

**23 Feb 1759    Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle Feby. 23rd 1759

Sir

Mr Allgood we apprehend is now in London and as we are informed intends waiting upon the Board about the Dispute with him as to Shittlington. He formerly proposed laying his Title as Lord of the Manor of Shittlington before such Council as the Board should think proper; and we have some reason to think he will make that

Proposition now; as we are informed he has said his business to London was to get [next word underlined] information in regard to this Dispute, and should he propose to lay his Title before Council, it is natural to Suppose he will expect to see the Title of the Hospital. How far this may be proper we submit to the Board, and wish the Dispute could be settled in a fair and amicable way. The Division of Wark and Broad Pool Common ought not we think to be divided exclusive of Shittlington. We are

Sir Yours etc

Nichos. Walton Hugh Boag

**23 Mar 1759 Nicholas Walton to Edward Nicholson**

To Mr Edward Nicholson

Ravensworth Castle March. 23rd 1759

Mr Nicholson

We reced. your Letter of the 22nd January last, and approve of what you have done as to the Mill, and you may immediately get the Kiln done as you say it will not cost much, let it be done Frugally and well. I hope you have put all the Acorns in the ground pursuant to the orders given you in our Letter of the 10th December last; and this serves to acquaint you, that you will receive by the Alston Carrier next Tuesday, One Thousand Beech Trees, to be planted in the Island and other places agreeable to the Directions of the 10th December last. Where the Wood is not removed in the Island, I presume it may be done at a very small expence to one place or Corner of the Island where it may be afterwards removed by Water at pleasure without interfering with the Trees that you Plant, and in case Mr Spedding have not done it let it be so removed to a Corner of the Island at our expence. And as it is necessary to have the Trees immediately Planted, I desire that may be done without delay at about ten feet distance from the Acorns which are dibled into the Ground; that is the Beeches will then stand at Twenty feet distance but if you see any reason to alter as to the distance you may vary as you Judge proper. If the Season should be frosty when the Trees come to hand let them all be unmatted & put with their Roots into the Ground so as to preserve them from frost and keep them fresh until the Season is favourable for Planting. I shall be glad to have you Consult Mr. Christian as to the preserving the Trees from Frost and as to the manner of Planting as I take him to be a very good Judge in these matters. I am

Yours etc

Nichos. Walton

**30 Mar 1759 Nicholas Walton to Edward Nicholson**

To Mr Edw'd Nicholson

Ravensworth Castle March. 30th 1759

Mr Nicholson

I have reced. your Letter by this Days Post and am glad to hear you will be ready to have the Trees Planted when they come. The Carrier had orders to bring them directly forward to Keswick, so that your Journey to Penrith was needless. We have now Frost and Snow which may probably reach you & retard the Planting, but don't be in too great a hurry, as Beeches may be planted later than most Trees; however if the Season now answers, lose no time. Mr Boag is from home, but as it is time to fix the Courts and Receipts, you have hereby notice to have the Courts proclaimed to be held on Wednesday & Thursday the 25th & 26th of April next, of which you will have notice from Mr King, as I have wrote to him this Day. We will be at Penrith on Tuesday at Noon the 24th of April, and receive the Rents the next Day at Keswick and I doubt not but you will have every thing ready for us as usual. I am for Mr Boag & Self

Yours etc

Nichos. Walton

[memo item:]

Mr King wrote to this Day fixing the Courts

**20 Apr 1759 Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle April 20th 1759

Sir

Inclosed we send you our Cash Accots. for the Months of February and March last, upon the latter of which there is a Balance of Three Thousand and Eight Hundred and Forty Seven Pounds five Shillings and nine pence, three farthings in favour of the Hospital, out of which we have this Day sent to Mr. Jas, Wood the Treasurers Deputy one Bill for Three Thousand five Hundred Pounds. By these Cash Accots. you will observe we have finished the Purchase with Captain Romer for Priors Lands & have paid him the Interest upon the Purchase Money from the first Day of May last (the time the purchase was to have been compleated at 4 ½ per Cent which we thought as much as he ought to have expected, but as he desired we might acquaint the Board he expected 5 per Cent, you will be pleased to acquaint them therewith. It was necessary to have his Lady brought to Newcastle for passing the Fine which was the occasion of nine Guineas their Expenses, which we paid him and hope the Board will approve thereof. Mr Romer has Let the North side of Scremerston to the old Tenants, Mr Thos. Scott, Mr. Robt. Anderson & Mr Robt. Ancrum, and desired the Board will except [sic] them as their Tenants, which we find would be agreeable to them rather than be the under Tenants of Mr Romer, you will therefore be pleased to lay this before the Board for their consideration. We are

Yours etc

N Walton H Boag



**6 May 1759   Nicholas Walton to Thomas Simpson**

To Mr Simpson

Ravensworth Castle   May 6th 1759

Sir

The People in Alston Moor are going together by the Ears, and unless some stop is put to their proceedings they will become so ungovernable that the Lord of the Manor will have no power over them. Joseph Farnace & Henry Farnace both of Nenthall & Christopr. Walton of Loveladyshield Leaseholders have pulled down several Enclosures of Common upon Skellygillside, belonging to Thos. Dickinson, William Walton, Daniel Wren, James Mulcaster, Joseph Baxter & Hugh Watson, for which they had the Lord's consent to Inclose, and for which they have paid three pence an Acre as a Rent for the same, and some of them have paid Fines for them at the last General Fine paid for their Leasehold Tenements. That is they paid for the Fine a proportion of a Fine according to the number of Years the Inclosure had been made, to make the Fine for the Ancient Leasehold Tenement & Inclosure correspond in future. We believe however few, if any of the Inclosures which have been pulled down, have been taken in twenty years; these are facts which it is necessary for you to know, & if any other information be necessary Mr Stephenson of Nentsberry will attend and inform you, that you will be well prepared with proper Materials before we go to the Field of Battle, something must be done as whole Inclosures will be attempted to be pulled down if we don't stop it; and as the Rents & Fines are something considerable upon the Inclosures we desire you will immediately write Letters to the two Furnaces and Christr. Walton acquainting them you have directions to proceed against them if restitution is not made to the injured Tenants. You will be so good as speak your mind freely to these three Gentlemen for they seem to be stupid and very troublesome, And you will be pleased to Consider what further steps can be taken, in case your threats do not bring them to reason. And before any further step is taken let us have a full state of the matter to lay before the Board of Directors for their Instruction. The Tenants wish much to have the Authority of the Court supported, and we beg you will have that matter under your consideration & do what is proper on that occasion. We are

Sir, Yours etc

N Walton H Boag

**25 May 1759 Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle May 25th 1759

Sir

We observe the Board's Minute as to the Reference with Mr Allgood that Mr Clennel & Mr Collingwood shall nominate and appoint such third Person as they shall think proper except Mr Rudd & Mr Fawcet & that Mr Everest is to prepare bonds accordingly upon wch. we beg leave to observe that it does not appear to us whether the third person is to be chosen before the Enquiry or not till after it appears whether Mr Clennel & Mr Collingwood can determin it, We therefore submit to the Board to consider that matter & to offer our Sentiments which is that unless the third person is chosen before they go into the enquiry, all will be to no purpose for should it so happen that Mr Clennel & Mr Collingwood cannot come to a Determination it will we apprehend of course be that they will never agree upon a third person. We are prepared to make agreements for such Repairs as can be done this Year of which you will have an Accot. by next or the following Post & We are

Sir Your most Obed. Hbl. Servts

Walton & Boag

**1 Jun 1759 Nicholas Walton to Richard Horne**

To Richard Horne Esqr

Ravensworth Castle June 1st 1759

Sir

As there are several buildings and Repairs proper to be done in the Derwentwater Estate this Summer, we would be glad to have the Boards Direction therein. And in order that they may judge of it, we send you inclosed our Computation of what these Repairs & Buildings will cost which are most necessary. We hope to make agreement for some thing under the Estimates tho' we are confident they cannot be undertaken to be well done much under the Computations. All we can say is that we will do our best to have them done after the best & cheapest manner, & hope soon to have the Boards commands, as the Season now is for Building. There are several other Repairs & Buildings unavoidable, of which we are preparing Estimates which will be soon sent you. Captain Middleton who is the Farmer of Meldon Park is very pressing to have the Housing removed to a more convenient Situation which will cost considerably more than the repairs of them where they now stand, but the place to which he would remove is indeed much more convenient, & will be hereafter an advantage to the Estate. We compute the whole may be repaired where they now are for £43.12.09 & he Computes they may be removed for about £90, which we believe he will be ready to accept & rebuild himself. If therefore the Board think proper to consent to the removal we recommend it to them to give the Captain the £90 as we apprehend we cannot

otherwise have the work done for that sum, nay we apprehend it will cost some thing considerable more. You will be pleased to lay this before the Board as soon as Convenient as we would be glad to have their early Commands & We are

Yours etc

Nichos. Walton Hugh Boag

Rental of the Derwentwater Estate as Let at Martinmas 1734 as delivered to Messrs. Walton & Boag Receivers for the said Estate and as let at May Day 1758 with the Advance as follows

Names of the Several Estates	Rental as let at Martinmas 1734	Rental as let at May Day 1758	Advance
	£	£	£
Dilston	438.00.00	726.05.00	288.05.00
Corbridge	101.11.07	156.08.01	54.16.06
Thornbrough	220.00.00	330.00.00	110 00.00
Newtonhall	130.00.00	191.00.00	61.00.00
Whittle	94.00.00	110.00.00	16.00.00
Throckley	236.01.06	560.01.06	324.00.00
Newlands	211.11.08	317.06.08	105.15.00
Whittonstall	208.19.00	413.10.00	204.11.00
Hexhamshire	213.10.00	346.00.00	132.10.00
Coastley & appurtenances	372.00.00	618.00.00	246.00.00
Wark & Elrington	334.19.01	570.11.07	235.12.06
Langley Barony	951.10.02	1938.09.02	986.19.00
Meldon & appurtenances	980.11.00	1684.10.00	703.19.00
Middleton Hall	151.00.00	235.00.00	84.00.00
Spindleston & Outchester	550.00.00	885.00.00	335.00.00
Scremerston	352.00.00	1013.10.00	661.10.00
Alston Manor	154.14.04 1/4	222.05.02 3/4	67.10.10 1/2
Castlerigg & Derwentwater & Thornthwaite Manors	275.3.01½	325.03.10½	50.00.09
Fee Farm Rents	21.15.00	21.15.00	00.00.00
	£ 5997.06. 5 3/4	10664.16.01 1/4	4667.09.07 1/2

Computation of the Expence of Building and Repairing Housing on the Derwentwater Estate proposed to be agreed for and begun immediately. May 1759

One set of Housing to be built upon Corbridge Farm  
George Carr Tenant

One Dwelling House 36 feet by 15 inside & 14 feet high including Foundation	91.11.08	
Two Stables each 13 feet by 15 inside & 9 feet high including Do.	31.16.00	
A Barn 44 feet by 16 inside & 13 feet high Do.	51.10.10	
Two Byres each 21 feet by the inside ... & 9ft high Do.	47.10.10	
A Granery 44 feet by 16 inside & 3 feet high above the Byre floor	23.14.02	
A Dairey 15 ft by 7 inside and 7 ft high	9.12.10	
Two Helms each 20 feet by 12 inside & 9 feet high	29.10.07	
The Fold Walls, Gates and Oven	9.03.02	£ 294.14.01

NB Upon this Farm there is no Housing, except two Cottages which is a very great inconvenience, both in regard to the future improvement, & making Distress for Arears of Rent.

One set of Housing in Dilston Park. Jn. Snowball & Pts. Tenants

Two Cottages with a Granery over them 36 feet by 15 & 12 ft high inside including the foundation the		
Granery Wall 3 feet above the Floor	77.03.07	
Two Barns each 30 feet by 16 & 13 feet high includg. Foundation	68.18.04	
A Helm 66 feet 12 wide 9 feet high Do.	44.01.08	
Fold Walls, Gates & Oven	11.03.08	£201.07.03

One Set of Housing at Coastley Common. Thos. Bates Tenant

One Cottage with a Granery over it 24 feet by 15 and 12 feet high inside including the foundation.		
Granery Wall 3 feet above the floor	40.12.10	
One Barn 30 feet by 16 & 13 feet high incl Foundation & covered with Heather	28.11.04	
One Helm 33 ft 12 & 9 feet high inside Do	20.01.11	
Fold Walls & Gates	04.09.00	£93.15.01

One Set of Housing upon Woodhall Moor. Thos. Coates Tenant

A Cottage House 24 feet by 15 & 9 feet high incl Foundation, covered with Heather	24.15.02	
A Helm 36 feet by 12 feet high wth. Granery above it	37.19.10	£62.15.00

Additional Conveniences at Westwood. George Gibson Tenant

One Room 22 feet by 16, to be made out of the present Stable the Walls to be raised 6ft to the height of the present House	51.15.08	
One Stable 15 by 15 ft & 9 feet high inside includg. Foundation	10.14.02	
Roofing & Thatching a Helm 95 feet with the returns. The Walls built by the Tenant	29.29.00	£92.08.10

One Helm at Meldon John Cowell Tenant 40 feet by 12 & 12 feet high including the Foundation with a Granery above it 3 feet above the Floor	54.04.05
Rebuilding Housing at Raw Green. Mr. Robt. Lowes Tenant Two new Barns each 25 by 16 inside & 13 feet high including Foundation	49.14.04
One Byre 29 ft by 16 inside 9 feet high	18.17.11
Repairing the Dwelling House etc.	2.18.07 £71.10.10
Repairing Housing at Turf House Thos Green Tenant	13.14.04 1/2
Repairing Housing at Peacock House Jas Carr Tenant	24.08.02
Repairing Housing at Upper Myrehouse, Wm Henderson and Noble Tenants New Flooring & other Repairs to the Dwelling House etc	6.13.10
A Stable 18 feet by 15 inside & 9 feet high including. Foundation	18.10.08 £25.04.06
Repairing and Building Housing at Gairshield Robt Armstrong Tenant To be allowed the Tenant tow'ds Buildg. A Stable 18 feet by 15	10.00.00
Repairing the Dwelling House etc	4.12.06
Building a Dairy 9ft by 7 inside 6ft high	6.07.04 £20.19.10
Repairing Housing etc at 1/2 the Staples. John Steel Tenant Repairing the Dwelling House & other Housing	9.19.11
Building a Dairy 9ft by 6 inside 6ft high	6.03.02 £16.03.10
Repairing Housing etc at Heckley House. Joseph Green Tenant Repairing the Dwelling House	7.10.10
A new Dairy 15ft by 7 inside 7ft high	9.03.10
Rebuilding a Barn & other Repairs	14.19.06 £31.14.02
Repairing Housing at Salmon Field part of the Aydonshield Farm. Jos. Bell Tenant	17.11.03
Repairing Housing etc at Whitley Mill. Isaac Burnhope Tenant Repairing the Dwelling House &c	10.00.7 1/2
A Kiln to be new 18 feet by 15 & 9 feet high including Foundations	15.08.00
Repairing the Dairey 11 feet by 8 & 6 feet high inside measure	4.12.02 30.00.09 1/2
Taking down two and Rebuilding one Barn 44 feet inside by 16 & 13 feet high including the Foundation, at Thornbrough Michl. Davison & Ptns. Tenants the same as at Corbridge	51.10.10
Deduct old Materials	6.00.00

	45.10.10	
Repairing Housing at Thornbrough High Farm		
Michl. Davison & Ptns. Tenants	40.14.08	£86.05.06
Rebuilding a Set of Housing at Heckford. Anthony Smith Tenant		
One Dwelling House 30 feet by 15 inside &		
14 feet high including Foundation	74.01.07	
One Dairey 12ft by 7 inside 6ft high	7.10.00	
1 Stable 13 by 15 inside 9ft high Thatched	12.15.08	
1 Helm 30ft by 12 inside 9ft high Thatched	18.12.07	
	112.19.10	
Deduct old Materials	10.00.00	£102.19.10
Building a new Helm at Longhope Mr Wm. Mills Tenant		
The same as at Heckfd.		18.12.07
Building Housing at Ellrington Jos. Maughan & Ptnr Tenants		
One Barn 24 feet long by 15 inside & 15 high		
incl. Foundation	23.16.07	
One Byer 21ft by 16 inside 9ft high Do	18.17.11	
One Stable 15ft by 15 inside 9ft high Do	12.15.08	£55.10.02
Repairing the Dwelling house etc at Ellrington		
omitted above		2.03.04
Repairing the Dwelling house etc and Housing at		
Langhope m'nd. on the other side		25.07.08
Building Housing at Lipwood Michl. Maughan Tenant		
A new Barn 30ft by 15 inside & 13ft high		
incl. Foundation	25.08.09	
A Dairey 12ft by 7ft inside & 6ft high	7.18.10	£33.07.07
Repairing the Housing of the Farm at Lipwoodwell.		
Alex Dobinson Tenant		2.10.00
East Whittle part of Whittle & Leehouses Thos. Thompson Tenant		
One Byer 21 feet long by 15 feet inside & 9 feet		
high incl. Foundation	18.17.11	
One Barn 18ft by 15 inside & 10ft high Do	19.06.02	
Repairing the Dwelling House	1.05.00	£39.09.01
Building and Repairing Housing at Eastbrokenheugh		
John Watson Tenant		
Building a Cottage on the Moor 18 feet by 15		
& 9 feet high inclu. Foundn.	21.17.06	
A New Barn on Do. 24 by 16 & 13 Do.	23.16.07	
A Helm on Do. 30 by 12 & 9 Do.	18.12.07	
Repairing the Housing at Brokenheugh	18.00.04	£82.07.00
		£1499.04.05
We have carefully estimated the Buildings & Repairs herein mentioned amounting to		
£1499.04.05 Witness our hands the 31st May 1759		



Nichos. Walton Hugh Boag

**1 Jun 1759    Nicholas Walton to Jonathan Hilton**

To Mr Jon, Hilton

Farnacres    Jun 1st 1759

When I was in Alston Moor last I reced. some Fines for the antient Inclosures or Tenements, the owners of which have taken in some Common for which they had paid both Rent & Fine, but they refuse payment of the Fines for these Inclosures on accot. of the late pulling down of some. I thereupon gave Mr Simpson orders to proceed against the offenders, I understand he has wrote to them. The Letter you wrote me by request of Mr Harrison I duly observe & am surprised the People in Alston Moor, do not see their own Interest better; if they are determined to bring inconveniences upon themselves, they only are to blame, as we have not assented to any Inclosure, but what has been approved by themselves. If they can please themselves in the manner of Enjoyment of what is Inclosed they will please us and all we want is only the small matter of Rent & Fines which probably they will be obliged to pay contrary to their expectation & advice; and you may be assured the Hospital will take proper steps. A Case will be soon laid before the Attorney General which will Govern our proceedings, in the mean time nothing will be done by us, and if I may advise the Tenants, let them refer the usage of the Inclosures to some understanding People, and Inclose no more. This I say is my advice but notwithstanding that, they may do what ever appears more to their own Interest as they think proper, & I have only to add that I should wish to Contribute everything in my power to put an end to these disputes, as well as any other where ever I am Concerned

I am etc

N. Walton

**8 Jun 1759    Nicholas Walton to Thomas Simpson**

To Mr Thos. Simpson

Ravensworth Castle    June 8th 1759

Sir

We reced. your favour of the 19th May last in due course & observe its Contents. The Tenants of Alston Moor have never had any written Licence to inclose, from us, the common practice has been, when a Tenant wanted to inclose, first to have the consent of the neighbouring Tenants, & then to ask us leave, which we have verbally granted only, and when such inclosure was Compleated the Moor Master surveyed the quantity which they paid for at threepence per Acre. And this we believe has been the practice for may years, before we had any concern in the management. We have none of the Counter parts of the original Leases from Hylton, the Title Deeds being in the

Hands of the Directors at Greenwich, but we have a Copy of a Case which was stated by you with D Ryders opinion in the Dispute with R Rutter who pulled down some inclosures & threatened to do more in which Case is set forth the purport of the Alston Moor Leases which we think is properly put, & seems to be a parallel case with the matter in hand, but there is something you observe new Viz: [rest of sentence is underlined] that the right of Common appurtenant to their Customary Estates extinguished upon their accepting Leases.

You will therefore be pleased to make a new state of this Case and send it to us that we may take the Boards direction, as something must be done to put a stop to the outrages of a set of impudent Tenants We have a letter from Jona. Hylton [in margin: A Copy on the other side] wrote at the insistence of Rd. Harrison , & setting forth the inconveniences that will happen if some steps are not taken immediately to accommodate this difference, to which we have given for answer that no Action will be immediately commenced, but that we wait the Attorney Generals opinion & will then proceed. Since that Mr Boag has seen Richd. Harrison who seems humbled a good deal & sues for peace; but notwithstanding this you will forward the case and in the meantime be considering whether this matter now in dispute cannot some way be accommodated so that the Tenants may enjoy what they have inclosed, pay the Rents & Fines to us & inclose no more. We will be glad to hear from you & are

Yours etc

N. Walton H. Boag