[Note: The Commissioners of the Forfeited Estates handled the estates confiscated from those judged to have been actively involved in the failed 1715 Jacobite Rising against the King George I, and 'attainted' for treason. Their papers are now in the National Archives. This selection principally concerns lead mining leases, rights and land that had belonged to the Forsters of Bambrough and Blanchland , with some minor reference to those of the Earls of Derwentwater. Mostly they are concerned with reports and disputes over Jeffrey's Grove lead mine near Blanchland and Hunstanworth. These papers are held in FEC 1/702-7, & 742 and individual notes indicate more precise references below.]

3 Feb 1698 William Forster to Thomas Rawlin

[Note: FEC 1/706 A. The lease of Jeffreys Grove leads mine from Thomas Swynborne, William Forster, and Huntley Bigg to Thomas Rawlin]

3rd day <feb> 1697

This Indenture Tripartite Made the third day of February in the ninth year of the Reigne of our Sovereigne Lord William the third by the Grace of God of England Scotland France and Ireland King Defender of the faith the Anno Dies one thousand six hundred ninety and seaven. Between William Forster of Balmbrough in the County of Northumberland Esqr of the first part, Thomas Swynborne of Greys Inn in the County of Middlesex Esqr and Huntley Bigg of the parish of St Martins in the feilds in the said County of Middlesex Gentleman of the second part, and Thomas Rawlin of the City of Durham in the County of Durham Gentleman of the third part

Whereas the said William Forster by Indenture bearing date the second day of January which was in the fourth year of the Reigne of the Late King James the Second made or mentioned to be made betweene the said William Forster of the one part, and the said Thomas Rawlin one James Emerson then of Dunston in the said County of Durham Gentleman, John Morton then of Harraton in the same County Gentleman, and John Trotter then of the Towne and County of Newcastle upon Tine Merchant of the other part, did Demise grant and to Farme Lett or therein mention to Demise Grant and to Farme let unto the said Thomas Rawlin James Emerson John Morton and John Trotter their Administrators and Assignes All his Mine or Grove vein and veins of Lead or Lead Ore or Lead ure commonly Called or known by the name of Geffreys Grove Situate lying and being within the Lands and Grounds of Blanchland in the County of Northumberland, and which could should or might be found had digged wrought obtained and gotten within the precincts limits and bounds of the said Grove called Jeffreys Grove Together with full and free Liberty power and Authority to digg sink and make pit and pits shaft and shafts and to drive drift and drifts and to make Trench and Trenches Water-gates and water-courses as well for the obtaining and

getting of Lead ore and lead ure forth and out of the said Mine or Grove as for the Avoiding conveying and carrying away water and Styth

Together also with Sufficient and convenient ground-roome and heap-roome for the laying and placing above ground as well as the said Lead Ore and Lead Ure gotten and to be gotten forth and out of the said Mine or Grove as of stone Mettle Earth gravell and Rubbish incident thereunto and likewise full and free liberty of making placeing and setting upon the said lands and grounds all fitting and necessary Engines for drawing carrying and conveying of the said Lead ore and Lead ure water stones gravell earth and rubbish and free liberty of way leave in over and along the said Lands and Grounds of Blanchland aforesaid with horses waines carts and other carriages for the leading carrying and conveying of the said Lead Ore and Lead ure from the Mine and Grove aforesaid,

To have and to hold the said mine and Grove veine and veines of Lead ore and Lead ure called Jeffreys Grove aforesaid with the appurtenances and all and singular other the premises above by the said Indenture demised granted and letten or mentioned or intended soe to be demised granted and letten and every part and parcell thereof unto the said Thomas Rawlin James Emerson John Morton and John Trotter there Executors Administrators and Assignes from the tenth day of August which was in the year of our Lord one thousand six hundred and ninety unto the full end and terme of one and twenty years from thence next ensueing fully to be compleat and ended Yeilding and Paying therefore from time to time during the said terme unto the said William Forster his heirs or Assignes one full seaventh parte or every seaventh bing load of the said Lead ore or Lead ure which should from time to time be wrought and gotten forth and out of the said Mine or Grove to be delivered at the said Grove cleane and well washed ore or ure as in and by the said in parte recited Indenture Relation being thereunto had more fully doth appear

And whereas since the making of the said Indenture the said Thomas Emerson John Morton and John Trotter are all dead and the said, and the said [sic] Thomas Rawlin since their death became Intitled to the said Mines Grove vein and veines of lead Lead [sic] and Lead ore or ure and premised and demised in and by the said recited Indenture for and during the Remainder of the said terme yet to come and unexpired

And whereas in and by one Indenture bearing date the twenty fourth day of June in the eight year of the reigne of our said Soveraigne Lord King William the third made or mentioned to be made Between the said William Forster of the one parte and the said Thomas Swynborne and Huntley Bigg of the other parte the said William Forster for the consideration therein mentioned did grant and convey the said premises mentioned to be dimised by the said William Forster as aforesaid amongst other things to the said Thomas Swyn borne and Huntley Bigg and their heires and assignes in trust and for certain intents and purposes therein mentioned as in and by the said last Recited Indenture duly inrolled in the high Court of Chancery Relation being thereunto had more fully and at large it doth and may appear.

Now this Indenture witnesseth that the said William Forster and the said Thomas Swynborne and Huntley Bigg by the direction and appointment of the said William Forster Testyfied by his being made a party to these presents and by his signing and sealing the same for and in consideration of Rents and Covenants herein after Received and mentioned on the part and behalf of the said Thomas Rawlin his Executors Administrators and Assigns to be paid and performed and for diverse other good causes and considerations them thereunto moving have and every of them hath Ratifyed and Confirmed and by these presents doe and every of them doth Ratifye and Confirme unto the said Thomas Rawlin his Executors Administrators and Assigns All that the said Recited Indenture of Lease of the said Mine or Grove veine and veines of Lead Lead Ore or Lead Ure commonly called or known by the name of Geffreys Grove situate lying and being within the Lands and Grounds of Blanchland aforesaid in the said County of Northumberland which can shall or may be found had digged wrought obtained and gotten within the precincts Lymits and bounds of the said Grove called Jeffreys Grove together with full and free Libertye power and authoritye to digg sinke and make pit and pitts ahaft and shafts and to drive drift and drifts and to make Trench and Trenches watergates and watercourses as well for the obtaining and getting of Lead ore and Lead ure forth and out of the said Mine or Grove as for the avoiding conveying and carrying away of water and Styth together with sufficient and convenient Ground-roome and Heap-roome for the laying and placeing above ground as well the said Lead ore and Lead ure gotten and to be gotten forth and out of the said Mine or Grove as of Stone Mettle Earth Gravell and Rubbish Incident thereunto

And likewise full and free Liberty of making placeing and setting upon the said Lands and Grounds Also fitting and necessary Engines for drawing carrying and conveying of the said Lead Ore and Lead Ure water stones Gravell Earth and Rubbish and free Liberty of Wayleave in over and along the said Lands and Grounds of Blanchland aforesaid with horses waines carts and other carriages for the Leading carrying and conveying of the said Lead ore and Lead ure from the Mine and Grove aforesaid To have and to hold the said Mines and premises in and by the said first Recited Indenture Leased or mentioned to be Leased and all and singular the Appurtenances herby Ratifyed or Confirmed or hereby meant mentioned or intended to be hearby Ratifyed and Confirmed unto the said Thomas Rawlin his Executors Administrators and Assignes for untill and during all the rest and residue of the said terme of one and twenty years which were mentioned to be Granted in the said first Recited Indenture of Leases and which are yet to come and unexpired Rendering yeilding and paying therefore and in lieu of the Rent reserved in and by the said in parte Recited Indenture yearly and every year during the said terme unto the said Thomas Swynborne and Huntley Bigg their Heires and Assignes one full tenth part or every tenth load or Bing of the said Lead ore or Lead ure which shall from time to time be wrought won or gotten forth and out of the said Mine or Grove to be delivered unto the said Thomas Swynborne and Huntley Bigg their heires and Assignes at the said Grove in Cleane and well washt ore or ure which shall from time to time be wrought won and gotten forth and out of the said Mine or Grove at the two most usuall feasts or

terms in the year (that is to say) at the feast of Penticost and St Martin the Bishop in winter by even and equall portions the first part thereof to be Rendered or delivered at such of the said feast which shall first happen next after the laying above Ground and washing and ore or ure that shall be wrought obtained or gotten forth out of the said Grove and premises

And this Indenture further witnesseth that the said William Forster and they the said Thomas Swynborne and Huntley Bigg by such direction of the said William Forster and soe testifyed as aforesaid in consideration of the Rent hereinafter reserved doe Lease Sell and to Farme lett unto the said Thomas Rawlin his Executors and Assignes all the said Mine or Grove veine and veines of Lead Lead ore or Lead ure commonly called Jeffreys Grove situate lying and being within the Lands or Grounds of Blanchland aforesaid in the said County of Northumberland and all liberties priviledges Advantages and premises demised in and by the said in parte recited Indenture and herein and hereby confirmed with their and every of their Appurtenances

To have and to hold All and singular the premises with the appurtenances unto the said Thomas Rawlin his Executors Administrators and Assignes from the tenth day of August which shall be in the year of our Lord one thousand seaven hundred and eleven for and during the full end and terme of Eight years from thenceforth next and immediately fully to be compleat and ended yeilding and paying therefore yearly and every year during the last mentioned terme to the said Thomas Swynborne and Huntley Bigg their heires and assignes one full tenth part or every tenth Load or Bing of the said Lead ore or Lead ure which shall from time to time be wrought won or gotten forth and out of the said Mine or Grove to be delivered unto the said Thomas Swynborne and Huntley Bigg their heirs and assignes at the said Grove in clean and well washed ore or ure at the feast or terms aforesaid by even and equall portions the first part thereof to be rendered and delivered att the feast of St Martin the Bishop in winter which shall be in the year of our Lord one Thousand Seaven [hundred] and Eleven

And furthermore the said William Forster and they the said Thomas Swynborne and Huntley Bigg by such direction of the said William Forster and soe testifyed as aforesaid in consideration of the Rent herein after reserved Doe Lease Sett and to farme lett unto the said Thomas Rawlin his Executors Administrators and Assignes all those Mines veines and seames lof Lead Lead ore and Lead ure being within and under and which can and may be found had digged wrought obtained or gotten within and under the Lands and Grounds lying on each side of the said Lands or Grove called Jeffreys Grove containing in breadth beyond the Limits of the said Lands called Jeffreys Grove three hundred yards on either side of the said Grove by the whole length and extent of the said Grove with such Liberties power and Authority and with such Advantages priviledges and conveniences to work and gaine the Lead Mines without the Limits of the said Grove within the compass of three hundred yards on each side thereof as are demised to the said Thomas Rawlin by the said in parte recited Indenture to work the said Lead Mines within the Limitts and extent of the said Lands called Jeffreys Grove

together with full and free Liberty power and Authority to cut win and work any quantity of peat turves or soile within the content and Lymitts of one thousand yards square of any part of the Common or Moore whereon or wherein the said Grove Lyeth in order to be burnt or used in and about the melting the ore got out of the demised and confirmed premises onely and for no other use end or purpose whatsoever To have and to hold the said Libertie and Authoritie of cutting and winning peat and turves to the said Thomas Rawlin his Executors and Assignes from the day of the date of these presents for one and twenty years and to have and to hold all and singular other the hereby last demised premises with the appurtenances unto the said Thomas Rawlin his Executors Administrators and Assignes from the Second day of February which shall be in the year of our Lord one Thousand Seaven Hundred and Eleven for and during and untill the full end and terme of Eight Years from thenceforth next and immediately following fully to be compleat and ended yeilding Rendering and paying therefore yearly and every year during the last mentioned terme unto the said Thomas Swynborne and Huntley Bigg their Heires and Assignes one full tenth part of every tenth Load or Bing of the said Lead ore or Lead ure which shall from time to time be gotten forth and out of the said Lands and Grounds within the compass of three hundred yards on either side of the Grove and the Lymitts and extent thereof to be delivered unto the said Thomas Swynborne and Huntley Bigg their heires and assignes of the said Grove in cleane or well washt ore or ure at the feasts & terms aforesaid by even and equall portions the first part thereof to be rendered and delivered at such of the said feasts as shall first happen next after the laying above ground and washing any ore that shall be wrought obtained or gotten out of the hereby last demised premises provided always and it is the true intent and meaning of these presents and of all the parties hereunto

And the said Thomas Rawlin for himselfe his Executors Administrators and Assignes doth hereby covenant promise declare and agree to and with the said William Forster Thomas Swynborne and Huntley Bigg and every of them their and every of their Heires Executors Administrators and Assignes and every of them by these presents That if the said Thomas Raawlin his heires Administrators and Assignes shall not from time to time during the said terme fairly orderly and effectually worke the said Mine or Grove and that if itt shall happen in any one year during the said terme that the said Thomas Rawlin his Executors Administrators and Assignes shall desist discontinue or forbear the effectual working of the said Mine or Grove during the space of three callender months together in any one year or if the said tenth part or every tenth Bing of cleane washt ore or ure shall not be Rendered Yeilded or delivered according to the true Intent and meaning of these presents within the space of fourteen days next after and of the said feasts or days whereupon the same ought to be yeilded rendered or delivered as aforesaid being lawfully demanded that then and in every or any of the said cases the said terme and estate hereby Ratifyed and confirmed or meant mentioned or Intended to be hereby Ratifyed and confirmed and also the estates hereby Leased shall Cease Determine and be utterly void any thing in the said first recited Indenture of Lease or in these presents contained to the contrary thereof in

anywise notwithstanding and that from thenceforth itt shall and may be lawfull to and for the said Thomas Swynborne and Huntley Bigg or either of them they or either of their heires and assignes into the said Grove or premises or any part thereof in the name of the whole to Reenter

and the same to have again repossess and enjoy as in his or their former estate anything if in the said just recited Indenture of Lease or herein contained to the contrary hereof in anywise notwithstanding And that the said Thomas Rawlin his Executors Administrators or Assignes after such Reentry so to be made as aforesaid by the said Thomas Swynborne and Huntley Bigg or either of them their of either of [sic] their heires or assignes Shall and will deliver yeild up and surrender unto the said Thomas Swynborne and Huntley Bigg their heires and assignes the said first recited Indenture of Lease these presents and all his Estate Right Tytle and Interest of in and to the said Grove and premises mentioned to be leased of herein to be confirmed or demised as aforesaid

and the said Thomas Rawlin for himself his Executors Administrators and Asignes doth covenent promise and agree to and with the said Thomas Swynborne and Huntley Bigg their heires and assignes that the said Thomas Rawlin his Executors Administrators and Assignes shall from henceforth during the Residue of the said terme fairly orderly and effectually according to the usual method courses and meanes of working of Lead Mines work the said Grove and Mines and shall and will from time to time upon demand make Render and give unto the said Thomas Swynborne and Huntley Bigg their heires and assignes a true and just Account in writing of all quantity and quantities of the said Lead ore and Lead ure wrought won and gotten or which shall be wrought won and gotten forth and out of the said Mine or Grove or other the confirmed of demised premises and deliver the tenth part or every tenth bing Load thereof at the said Grove to the said Thomas Swynborne and Huntley Bigg their heires and assignes in clean and well washed ore or ure as aforesaid

and the said William Forster for himself his heires Executors Administrators and assignes and every of them with covenant promise grant and agree by these presents to and with the said Thomas Rawlin his Executors Administrators and every of them in manner and forme following (that is to say that he the said William Forster and the said Thomas Swynborne and Huntley Bigg have or some of them hath in him or themselves at the time of the Sealing and delivery of these presents full power good Right Tytle and Authority in the Law to Ratify and Confirm the said predemised premisses and also to lease the hereby demised premises with the appurtenances and every part and parcell thereof unto the said William Forster Thomas Swynborne and Huntley Bigg their heires and Assignes shall and will at any time during the continuance of the said terme upon the Reasonable Request and at the proper cost and charges in the Law of him the said Thomas Rawlin his Executors Administrators and Assignes or any of them make doe acknowledge Levy Suffer and Execute unto him the said Thomas Rawlin his Executors Administrators and Assignes all such further and other Reasonable Act and Acts Devise and Devises Assurance and Assurances in the Law whatsoever for the further better and more perfect Ratifying and Confirming or Leasing unto him the said

Thomas Rawlin his Executors Administrators and Assignes the said Grove and premises for the severall terms of years hereby Confirmed or Demised at and under the same Rents Covenants and Agreements in these presents mentioned and Reserved by such Reasonable ways and means in the Law as the said Thomas Rawlin his Executors Administrators and Assignes or his or their Counsel Learned in the Law Shall reasonably Devise advise or require, And furthermore that he the said Thomas Rawlin his Executors Administrators and Assignes and every of them rendering the said Rents herein and hereby reserved and performing the Covenants before mentioned on his part to be performed Shall and may for and during the residue of the said term of one and twenty years and also during the continuance of the said term of eight years peaceably and quietly have hold and use occupy possess and enjoy the said Grove and all and Singular the premisses and the appurtenances and every part and parcel thereof according to the true intent and meaning of of [sic] these presents without any of the Lawfull Lett suite trouble deniall molestation eviction interruption or disturbance of him the said William Forster his heires Executors or Assignes or any of them or of any other person or persons whatsoever Lawfully claiming or to claime by from under or in trust for him and well and sufficiently acquitted and discharged or otherwise well and sufficiently saved harmless and indemnified by the said William Forster his heires and Assignes from all manner of Tythes and Tythable duties due and payable for or by reason of any ore or ure that shall be wrought out of the demised premisses during the said terms And lastly it shall and may be Lawful to and for the said Thomas Rawlin his Executors Administrators and Assignes and every of them from time to time within the space of six months next after the end and expiration or other sooner determination of the said severall tems peaceably and quietly to have take Lead carry and convey from the Mine and Grove aforesaid and from the Lands and Grounds of Blanchland aforesaid all such quantity and quantities of the said Lead ore or Lead Ure belonging to him the said Thomas Rawlin his Executors Administrators and Assignes and every or any of them as shall then happen to be Lying being or remaining above ground in or upon the said Grove or other premisses or any part or parcell thereof and also all Mills Gynns Engines and other Materialls placed fixed or remaining in or about the confirmed or demised premises or used or imployed in or about the same.

In Witness whereof the parties above said to these present Indentures Interchangeably have set their hands And Seales the day and year first above written.

Signed William Foster Thomas Swynborne Huntley Bigg

Signed sealed and delivered by the within named William Foster Thomas Swynborne the impression of a sixpenny Stampe appearing at the time of such delivery in the presence of Fra: Mascall Henry Collins, a drawer at St Albans Tavern in St Albans Street, Sealed and delivered by the within named Huntley Bigg in the presence of Ri: Belasyse, Fra: Mascall, Thos Willis

The Lease from Mr Forster Mr Swynburn and Mr Bigg to Mr Rawlin

1 Aug 1717 Thomas Grey

[Note: FEC 1/707. Undated but claims 2½ years left of the lease, which the lessees usually claimed to be Feb 1720, so 1 Aug 1717 used here.]

To the honorable Commissioners by Act of Parliament resideing in England to enquire of the Estates of certain Traytors and of Popish Recusants & of Estates given to Superstitious use in order to raise money out of them severally for the use of the Publick

The humble representation of Thomas Grey of Howick in the County of Northumberland Esq who representeth.

That about seaven years agoe he was entitled to the residue of a term for yeares granted by lease in writeing of a Leadmyne called Jeffrey's Grove in the County of Durham as Executor of Mrs Grey who was assignee to Mr Rawlin who was Lessee in the said Leases: who severally entred into & upon the possession of the said Leadmynes: of which Lease there is but two years & a half to come or thereabouts before the same expires.

That Thomas Forster Esq was entitled to the Rents reserved on the said Lease and to the reversion expectant on the determination of the said term, but being lately attainted by Act of Parliament of High Treason the same is to become forfeited to the Crown.

That the said Mr Rawlin and Mrs Grey (under whom the said Mr Grey claimes) finding great difficulties & obstructions by water and otherwise to win the said Leadmynes, they severally expended & laid out great summs of money in endeavouring to conquer & overcome a vast surcharge & load of water & to make her turn to a good account & work to the advantage of the parties concerned but the same prov'd ineffectual & to no purpose the said Grove not working to any gain but on the contrary to their considerable loss and disadvantage.

That when the said Mr Grey entred upon the said Leadmyne he found the same difficulties & obstructions as aforesaid by water by reason whereof the said Leadmine cou'd not possibly be wrought without such water was removed and convey'd away and there being noe Level for that purpose in the said Grove, the said Mr Grey was advised & accordingly did make fix & erect a water Engine for that purpose (which cost him four hundred pounds and upwards) and thereby effectually won the said mine yet for two or three years afterwards she wrought to loss and noe advantage.

That if the said Mr Grey hath not his lease renewed then by removeing and takeiing away the said Engine which is fixed and stands twenty six yards under the Levell in the said Grove (where the same had been formerly wrought) the water by such removall of the said Engine will settle & lodge there & drown all the low part of the said Grove which is about three hundred and forty fathom in length & might be

wrought if the said Engine remaine, but if the same is taken away the Grove in that part cannot be wrought without a vast expence to the undertaker and great loss and detriment to the Crown, for that in the course of working the said Leadmine they doe & must work the same North Eastwards which being on the deep hand the water will unavoidably lodge & settle there and cannot be removed and convey'd away by vertue of such Engine as aforesaid.

28 Aug 1717 John Elrington

[Note: FEC 1/706/A.]

The Deposition of John Elerington of Blanchland in the Parish of Shotley & County aforesaid <.eo> taken upon Oath the 28th day of August 1717 before me John Douglas Esq One of his Majestys Justices of the Peace for the s[ai]d County

This Deponent maketh oath that for forty years upwards he has known a Lead Mine called Jeffreys Grove in the County Palatine of Durham & was Steward & receiver of the Lords Dues there all the s[ai]d time, And that Sir William Forster, Ferdinando Forster Esq his son Dorothy Lady Crew wife of Nathaniel L[or]d B[isho]pp of Durham all Deceased & Thomas Forster Jun[io]r Esq attainted of High Treason were the owners thereof. That the s[ai]d Mine was Farmed att a Seaventh Part sometimes, butt now is lett att a Tenth & that the Farmers During the s[ai]d time (like about nine years go) were Sir James Clavering Bart John Rogers Esq Henry Hudson Abigall Carr Thomas Rawling Elizabeth Gray & Thomas Gray of Howick Gent, And this Deponent Further maketh oath that about nine years agoe to the best of his Knowledge one Edward Weatherley did enter upon the s[ai]d Lead Mine by Vertue of a Lease from the s[ai]d Thomas Gray or some other Pretended title & this Deponent is Convinced in his Conscience & Verily believes that the Term of year's granted by the Family of Forsters to the s[ai]d Thomas Gray is already ended and expired For that he This Deponent being in Company & Discoursing with Thomas Forster of Etherston Sen[ior] Esq Father of the affores[ai]d Thomas Forster Jun[io]r the s[ai]d Forster Sen[io]r Did Declare & Speak to the same effect & by Discourse Formerly with the s[ai]d Edward Weatherley & others about the Term of the s[ai]d Lease he has heard & Does Believe that the s[ai]d Lease is Expired.

And this Deponent Further maketh oath that he knows & can Prove that since the time the s[ai]d Lead Mine of Jeffreys Grove became Vested in his majesty by the attainder of the s[ai]d Thomas Forster Jun[io]r Great frauds have been comitted by the s[ai]d Edward Weatherley & others his servants or agents & Great Quantity of his Majestys Dues have been by them concelaed Carryed away & embezzled & that the s[aid] Mine is now Wrought in a Wasteful & Unfair manner & Contrary to the Usuall Method of Working Lead Mines & that If Speedy & Effectual Care be not taken that the s[ai]d Mine will be brought to Ruine & Destruction & Further this Deponent sayth nott.

John Elerington [signed]

Juratt apud Castrum juxta Nov Castrum super Tinam in com pr.dict Die & Anno Supradict coram me
John Douglas [signed]

2 Jan 1718 Edward Weatherley

[Note: FEC 1/706 A.]

A copy of the pay bill for Jeffreys Grove of all the oar gott from May1 1715 to & with June 25 1716

	Bing	Ho[rse]	Po[ke]
Robt Smith	28	2	1
John Hill	2	-	-
Wm Raine	27	2	-
John Teasdale	21	2	-
Thom.s Wall	203	1	-
Wm Ornsby	33	2	1
Richd Parker	2	-	1
James Sigram	22	2	1
Roger Fleming	42	3	-
Tho Roddam	4	1	-
Ambrose Graine	6	2	-
Tho Hindmass	69	2	-
Wm Orde	21	2	1
Claudy Wilkinson	63	1	-
Edwd Blenk	22	-	1
Christop Dawson	6	2	1
Rowland Burton	3	2	-
Robt Whaley	-	2	-
John Ord	6	2	-
George Willis	19	2	1
Robt Smith	2	3	1
John Marshall	12	3	1
Lance Eagleston	17	-	-
Tho Blenkinsope	1	-	-
George Thompson	-	1	-
William Wilkinson	8	2	1
Tho Wilkinson	1	-	1
Math Renwick	21	3	1

Isack Henryson	30	2	1
Tho Henryson	6	1	-
John Rudson	1	-	1
Lance Armstrong	6	1	-
Totall	718	-	-

A coppy of the pay bill for Jeffreys Grove of all oar gott from Jun 25 1716 To & with Sep 21 1717

	Bing	Ho[rse]	Po[ke]
George Willis	12	2	-
Ditto	13	3	-
Christoph Dawson	8	1	-
John Teasdall	17	2	-
Wm Orde Senior	24	3	-
Jos Marshall	24	1	-
Tho Wall & P.ners	463	2	-
James Sigram	3	-	-
Wm Ornsby	59	1	1
John Orde	26	1	-
Roger Fleming	23	1	-
John Tweddle	4	2	1
Lance Eagleston	-	1	1
Wm Coalesworth	2	-	-
Wm Orde junior	1	-	-
Claudy Wilkinson	6	2	-
Wm Wilkinson	12	2	1
Ja Garth	-	1	-
John Hill	25	2	1
Totall	729	1	1

Erors Excepted E Weatherley

1 May 1719 Henry Grey

[Note: FEC 1/706 A. Undated, but in insisting on a right to work the miens until Feb 1719, ie. 1720, it must predate that. Arbitrarily assigned a date of 1st May 1719 here, to place within a presumed sequence of assertions from around that time regarding the lease.]

The Answer of Henry Grey Esq to the Charge of Robert Stoddart Gent & Jonathan Maughan Gent

The said Henry Grey for Answer saith that he hopes (and most h[um]bly insists upon it) he has a Right to work 300: yards of each side of Jeffrey's Grove by vertue of his lease untill the 2 February 1719.

The said Henry Grey further saith that ab[ou]t 3 Y[ea]rs agoe he left the original Lease with Mr Slaughter at Newcastle who had it in his custody some days; which Lease the said Henry Grey saith was left in Mr Slaughters possession for his perusall and information And saith that he never had any disturbance in the working of the said Grove And that the Agent or Agents to the honorable the Com[missioner]s of the forfeited Estates, did from time to time as he or they see occasion, view & inspect the working of the said Grove and took an Acc[oun]t of the Duty Oar as usuall without complaining or mentioning of any unfair working.

And further the said Henry Grey saith that the sume of £1200 mentioned in Mr Stoddards charge (for damages done to the said Grove by unfair working of the said Grove and of pulling down houses) is a very unjust charge, as the said Hen: Grey hopes to make it appear by severall affid[avit]s to which the said Henry Grey begs leave to referr himself: And saith that there was only a little Cover made over the Engine which was built by his Brother and which was all the Buildings upon the Premises that was pulled down, And saith that there was left standing at the expiration of the Lease one Storehouse, two Smith Shops and one house which the said Henry Greys Brother built, but was not obliged to leave that standing at the expiration of the Lease as he humbly conceived And he hopes he shall be allowed £20 for them they being worth the same as he believes.

And further saith that he conceives there is noe Coven[an]t in his Lease to oblige him to leave the said Grove at the expiration of his Lease in good and sufficient repair, But saith and doubts not but to make it appear to the said Hon[ora]ble Com[missioners] that the same were left in good order and in a much better condition than most of Lead Mines are left, at the expiration of Leases. And he saith he has a power, by his Lease to remove his Engines Worktools etc Six Months after the expiration of the Term for working of the Mines; and further saith that he has orders from the said honorable Com[missioner]s for the removeing of the Engines etc before last Midsumer day which the said Henry Grey did accordingly.

[signed] Hen: Grey

1 Jun 1719 Edward Grey to Robert Stoddart

[Note: FEC 1/706 A 11/01 I. Undated draft version of an agreement for arbitration. It predates 10 Aug 1719. 1st June used here.]

Whereas the above bound H:G: and E:W: [Henry Grey and Edward Weatherley] have by vertue of a Lease wrought the Lead Mine or Mines called Jeffreys Grove in the

County of Durham for a certain term of y[ea]rs heretofore gr[an]ted by Wm Forster Esq & others to Tho Rawlin Gent (Since doc[umente]d) which Lease expires the 10th of Aug 1719. As by the said Lease Relation being thereunto had may more fully appear And Whereas the right and interest of the said Wm Forster etc in the said Mines called Jeffreys Grove was before the y[ea]r 1714 legally vested in Tho: Forster his son who hath been since attainted of High Treason & the said Estate hath been hereby forfeited. And whereas the above named Robert Stoddart purchased the said Mines at Jeffreys Grove of the honorable Com[missioner]s of the forfeited estates & hath had the same by good sufficient Conveyances in the Law conveyed to him & his heires absolutely without any manner of Condition by the said honorable Com[missioner]s or some of them. And by vertue of the Conveyances aforesaid the said R:S: [Robert Stoddart] is become intituled to 8d per Bing to be p[ai]d by the said Mr G for w[ha]tever number of Bings have been got or wrought except every 10th Bing for Duty oar out of the said Grove from Aug 10th 1719 to Feby 2d 1719. And as to the quantity or number of Bings that have been wrought during the said time it is referred to the Arbitrators hereafter named or any 2 of them to settle & adjust the same. And the said E:W: is to accountable for 241 b[ings]-2 h[orses] 1 p[okes] of Bouse oar & 43 b[ings]-2 h[orses] 1 p[oke] of cutting oar which is the Duty oar before excepted But the price thereof is to be adjusted and setled by the said Arbitrators or any 2 of them according to what each sort of the said oar was sold for in the Month of Feb last & not otherwise And for the Wast and Damages that have been committed by the said Mr G and Mr W or their Agents from the 10th Aug 1715 to the 17th Feb 1719 (if any be) be alsoe referred to the said Arbitrators to see if they have wrought the said Mines according to the usuall Methods Ways courses & means of working of Lead Mines and according to the Cov[enan]ts contained in the said Lease And whereas the said H:G: E:W: & R:S: in obedience to the orders of the said Honorable Com[missioner]s of the Forfeited Estates And for putting an end to all Disputes touching the aforesaid matters have agreed to refer All the said matters being all the matters in difference between them to the Awards Orders & Arbitration finall Ends & determination of Jacob Peart of Shortthorn in the County of Durham Gent and John Carr of Gateshead in the said County of Durham Gent and . . .

Now the Condition &c

[on verso:]
Bond of submission / Grey & al to Stoddart / Gowlands & Grey & Weatherley

1 Nov 1719 John Middleton

[Note: FEC 1/706 A I W/10. Undated, but the mines were said to be flooded. This must have been after the paybill to Sept 1717, and mention of just 3 months being left on the lease (Weatherley and Grey claimed it until Feb 1720) a date of 1st Nov 1719 is given here. According to Maughan (see below) the mines were drained by mid December.]

Sirs
According to your order Jno: Watson and I has been Veiwing Jefras Grove and Shildon but by Reason of the Ingins not working att Jefras Grove non has wrought for 3 month before wee could not geet into the old vaine by Reason this was full of water and what the reason is that Mr Weatherley Letts the Ingine Stand I cannot understand the meaning of itt except itt be for this reason: that his lease being allmost Roun out he May think that itt will be a hindrance for any bodey to put in for itt when the Lease is Expired Neither can I think that he is obliged to take the water out except he please So all I can say the Grove is a good Grove if she be manedged but as long as his time lasts in the lease he may maniedg as he think fitt. Shildon Grove being out of Repare wee could not Geet in to her but I believe she is fairly caried on So Sir

I am yours honours very humble servant [to] command
[signed] John Middleton John Watson

7 Nov 1719 Jonathan Maughan

[Note: FEC 742. This is an undated report submitted by mining viewer Jonathan Maughan to the Forfeited Estates Commission (FEC) in the wake of the sequestration of estates after the failed Jacobite Rising of 1715. Although it quotes 1st August 1718 as being in the future, this report appears to be mentioned in Maughan's later report of 18 Dec 1719 as having been on 7th November, presumably that same year, so it is dated to then here.]

May it Please your Honours:

In Obedience to your Honours Commands, I have made the best observations on the Colliery's, and Lead Mines I was Capable of and that the Condition they are now in; and the time would Allow of, together with the Best information, I could gaine of Persons that has had Knowledge of the Same which are as follows, viz

Stella, Freehold Colliery

There are Three Seam's of Coals in the Said Pitts; which hath been wrought in Many places, and that there are Several Batts of Coals that Lyes unwrought of the Stone and five Quarter Coal, as the Workmen informs me, but the water being Risen So high through the Neglecting of the Water Ginns and the bad Repair they are in, that I could not go Downe the Pitts to view the Same, there being Six fathoms and one half of Water Standing in the Waist, that must be Drawne out, or any part of the Stone Coal or five Quarter Coal can be wrought, John Smith who looks to the Ginns Saith that if Mr Midleton had kept the Ginns in Repair; [Marginal note in another hand: 'M to answer'] in the Spring when there was plenty of Water to Draw the water with, that all the waist water might have been Drawne out, and the five Quarter Coal might have been

wrought this Summer that the water has Risen in the Waist Since the Tenth of March five yards, and that it now rises one half yard per Week, through the Dryness of the Season, that the water that now comes to the Ginns, will keep them going only 6 ½ or 7 hours in 24 hours.

I have viewed all the water Courses, and think there is water Lost by the badness of the Water Courses, that might keep the Ginns at worke 3 or 4 hours more in every 24 hours, if the Ginns were to Lye unwrought that the water would Rise to the Day that the Freehold Colliery would be entirely lost, and that Brockwell or Winlaton Colliery would Some part of it be in danger of being lost thereby; but haveing not Levelled the Ground I can make no Exact Judgement of that; With Humble Submission it is my opinion that if the Ginns were in good Repair and the water Courses made Good that the waist water may be Drawne out, but it will Require a Considerable time and a great Expence before the Stone Coal and five Quarter Coal can be wrought, As to the Geet Coal which is [Marginal note: 'Stella new Seam'] the Uppermost it is but a Course Coal, and att the Pitt Called Eline Pitt where Mr Midleton wrought, it is about 20 fathom Deep The Stone Coal 25 fathom Depth, which he also wrought and is tollerable good Coal, the 5 Quarter Coal, which is about 30 fathom Deep is Reputed a very good Coal; there is as Mr Silvertop Sayes another Coal which no part of it has been wrought that is about 10 fathom Deeper then the 5 Quarter Coal, which by the Common Observations in Colliery's; it must be the Maine Coal which alwayes is Esteemed the best, but to Winn this Coal it would be very Chargeable, by Reason of the great feeder of Water that in all probability would Certainly attend itt, (There was a Covenant as I am Informed by the Workmen and Several of the People in and about Stella) Viz That the Owners of the Grand Lease was obliged to take all the Coals Lord Widrington could gett or Cause to be gott within the Colliery's of Stella Freehold at £3:10:- per Tenn and to Lead them att their owne Charge from the Pitts; (which if the Covenant be So and in force) may give encouragement to Working of the Geet Coal and the Stone Coal.

A Computation what may Repair the Water Ginns at Stella Freehold Colliery

Imprimis The low bobb Ginns 2 Setts of Pumps				
18 fathom Each: viz 216 foot @ 2s 6d per foot	£27	-	-	
The Chaine Ginn one Sett of Pumps				
7 fathom: viz 42 foot @ 2:6 per foot	£5	5	-	
The High Ginn one Sett of Pumps				
10 fathom: viz 60 foot @ 2:6 per foot	£7	10	-	
4 Working peices for the Pumps				
12 foot each viz 48 foot @ 2:6 per foot	£6	-	-	
Pumps				£45 15 -
The Chaine Ginn one New Chain 10 or 12 Cwt of Iron etc	£18	-	-	
100 Deals to the Low Levell £7 Workmanship of Ditto £8	£15	-	-	
One New Bobb for the Low Ginn	£5	-	-	
A New Water Wheel for the Low Ginn	£8	-	-	
A New Ragg Wheel	£1	10	-	
One Sett of New Trunnell heads for the Strong				
Axle Tree at the Chain Ginn	£1	15	-	
Coggs and Rungs for the Chain Ginn	£0	10	-	

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1/2 Dozen Boxes @ 2s per piece                          £- 12  -
100 Deals for Repairing the Trowes etc                  £7  -  -
12 Balks 60 foot for Spears                             £3  -  -
Iron Worke and Nails                                    £5  -  -
Repairing the Shaffts at the Engines                   £10  -  -
Cleansing the Damm where the water is kept
  to Supply the Ginns                                   £4  -  -
                                                                £79 07  -
                                                               £125 02  -
To Repairing Water Courses and Damms      £10 -s -d p Ann.m
A man to look to the Ginns 3s 6d per week £22 - - per Week
besides Drawing the Spears and Other Contingencies      £32  -  -
  [the sum £22 is struck through (A year at 3s6d/week
   is £9 2s)but the incorrect £32 sum remains standing]
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This Colliery in Stella Freehold lyes very convenient for Water Carriage; Elme Tree Pitt which was the Pitt wrought by Mr Midleton being from the Staith at the Water Side, where the Coals are taken into Boats or Keils about 400 Yards: I am of Opinion the Coals may be Wrought and Laid on Banke; (the Water Charge Excepted) for 40s per Tenn; That they may be led to the Staith for 6s per Tenn and the Waggon ways and Waggons Repaired at 3s per Tenn. Note that 15 Scores is a Computed Tenn; and 25 Waggon Loads is Reckoned to a Tenn and one Tenn will produce about 16 Newcastle Chaldrons

Jessemond Colliery

I am Apprehensive it will be very difficult to come to A Right Knowledge thereof; I went to waite upon Mr Gill who is viewer of the Said Colliery for Mr White; and Acquainted him that Mr Midleton being Discharged from the Mannageing of the Forfeited Shares there; And that (your Honours) had been pleased to Appoint me to Inspect the Same, I would take it as a perticular favour if he would please to informe me what Share or Shares thereof Mr Hodgson was formerly entituled to: Mr Gill told me that the Colliery was formerly wrought in Common amongst the Partners: and that Mr Hodgson had Two Sixth parts; the Duke of Newcastle which is Now Mr Harleys one Sixth part, Mr White One Sixth part; Esqr Brandling One Sixth part, & that the Towne of Newcastle had One Sixth part thereof; Mr Gill further Said that for about Nineteen Years Last past every One of them had wrought in his owne; and that Mr White had the whole in Lease; That Mr Hodgsons Share was Mostly wrought out that could be wrought for many Years; And that most of the Coal that was to worke, was in Mr Harleys Share: I could not finde how to Reconcile his Argument first to Say that it was wrought in Common; and then that it had been wrought by every partner for these Nineteen Years Last past; in every Mans owne Ground or Share and I could not Apprehend by him that any Division ever had been Made; I then Disired him that he would please to Shew me which Grounds the Shares that was formerly Mr Hodgsons Shares was in; and what Pitts was in the Same, and what Quantities of Coals had been Wrought, and what was Due to the Publick for the Same; Mr Gill told me that he had not Opportunity to go with me, and that they had Lately Delivered an Account to Mr Midleton, I went also to Mr Whites Staith man, that Delivers the Coals unto the Keils &

boats, and Desired his Accompt of the Coals that came from these Pitts; that was now wrought that Mr Hodgson formerly had Shares or parts in; he told me could not without Mr Whites Orders, but that one Mr Collison could give me an Accompt I went to his house but could not be Admitted to Speake to him, being that he lay Dangerously ill as they told me, and that there was no other person could give me An Account thereof I then Consulted with Mr Took and we thought it impropper to go into the Colliery to make any observations; least it Should Alarme them; till these Shares Mr Hodgson was Entituled to And the perticular parcells of Ground these Collierys that was his is in be made further known;

With Most Humble Submission it is my Opinion that it were Nessessary that A Survey Should be made of the whole Lands and every parcell thereof under which the whole Colliery of Jessemond lyes; and a Mapp thereof taken and every persons particular parcell of Ground under which his or their Collierys lyes therein Distinguished and as each Pitt has been Sunck; and then to call a view, and Line the Pitts; and Make observations in whose Shares they have wrought, and if no Lease can be produced Setting forth their Limitations in Working, to finde if the Same be wrought fairly and According to Custome

It Appear's to me by the Course or Method they have Sunck their Pitts that Unfair Working has been Designed; The Colliery lyes very convenient for the Water has a large Boundry A great Quantity of Ground unwrought, A very good Coal and a Large Seam as I am informed, and great Quantity's of Coals is now wrought there; The water Ginns are in very good working order; and if a New Ginn was Settled for Another lift, to Draw the Water to that Levell the Ginns now takes it at; the Colliery might be of much more Vallue and great Quantity's of Coals may be wrought at Such places as they Cannot now work at the Levell they are att, I am of Opinion that the Coals may be wrought and Laid on Bank at 40s Per Tenn and Led to the Staith at £1:8s per Tenn The Coal being a good Shipp Coal and Lying convenient for Shipping in all probability every Tenn of that Coal must Allow Mr White £3 proffitt when all Charges is Paid.

Jeffreys Grove

at this place their are Two Vaines of Lead Oar the One Called the Old vain which most of the Workings has been at, the other the Sunn Vain which was Discovered about Three Years Since, The Vaines Seems to Runn Nor East and So: West is Boundered on the East & Nor East by the Libertyes of the Dean and Chapter of the Cathedral Church of Durham; and on the West & So West by a Small Brook Called Bolts hope Burn & the Liberty's of Mr John Ord of Newcastle Joynes thereto; The old vain has been very much wrought from the Small Brook called Boltshopeburn, and the Oar Digged out as Low as the water would allow them; the Midlings are Mostly Cutt out and <Bunyand>, a great Many of the Deads buryed which is oftentimes of Evil Consequence to a Grove there is only 4 or 5 men works at this Vain the forehead lyes Unwrought, there is Supposed to be 13 fathom of Water Standing in the yards; the Water Ginn has not Drawne any Water for Some time; nor cannot be Supply'd with Water to Cause it go: being fix'd near the Midle of the workings and on a Riseing Ground that the Water

cannot be brought out of the Small Brook called Boltshope burn to cause the Ginns to go: The Ginns was Supply'd with Some Water that was Conveyed out of the Liberty's of the Dean and Chapter but they have not allowed them it Since the time the Groves became a Forfeiture as John Steward who is agent there informes me.

The Sunn vain at Jeffreys Grove is Near Twenty fathom from the Old vain or North vain Running Parrallell with it, has a Considerable Number of Workmen employ'd in Working at it, A good Quantity of Oar on Bank, and Several of the forehead where the Oar is gott Appears very well with Oar in them, and the Oar in the vain Setts Downward into the Soles So far as I could Discover for Water; and in all Probability when the Water is taken of by a Levell, or Drawne out by the water Ginn; great Quantity's of Oar may be gott in this vain; Notwithstanding att that Level which the Water now passes att a Considerable Quantity of Oar may be gott the vain being but Lately Discovered and the Ground being Mostly Unwrought (except about 40 fathom each way from where they Discovered it) Mr Wethrell and Mr Wood who <take/took> the works of Mr Grey; Letts to the Workemen Moors of Ground So Termed; being in Length 20: 30: or 40 fathoms more or Less, to Work and Winn Oar at a Certain <price> and the Sinking Shaffts and Sumps Driveing levells and Cutting Cross Cutts; being entirely at the Workmens owne Expence; (only Excepting that Mr Wetherell and Mr Wood findes them with Ropes Rolls and Timber) that the Hazard the Owners Runns is very Small and if Oar be gott they are Sure of Proffitt; The Workmen winns The Oar and washes it, Lays it in the Bing Steads ready for Delivery to the Smelt Mill Some at 16s per Bing others at 18 & 20: to 24s per Bing: Mr Westgarth who was agent att the Said Groves for Madam Grey Deceased: Eight years and upwards; Saith that Madam Grey and he hath oftentimes observed the Lease how long it had to Runn and that he is of Opinion the Lease is already Expired or doth Expire the first of August 1718: Mr Mowbray who was agent for Mr Gray Deceased: and Also took up the Duty Oar for Lady Crew and Mr Foster; Sayeth that he was Ordered by Lady Crew and Mr Foster to observe the Lease how long it had to Runn; being they offered to work the Grove Contrary to the Covenants in the Lease, he took Minutes of the Date of the Lease and will give oath if Occasion that it Expires the first of August 1718; I am of Opinion if a Lease may be Granted of the Same; that there is Persons that will take her paying every fifth or Sixth Duty; tho the putting of the Grove into Good Order and Clearing the Low Sills of Water will Cost Some Hundreds of Pounds

Shildon Grove

Being in the Libertys that did belong to Mr Foster; lyes to the Northward of Jeffrey's Grove about A Mile and half Layes at present Unwrought for want of Water to Cause the Ginns to go: is wrought to a great Deepness and getts when wrought a pretty good Quantity of Oar tho the working must be Charge-able by Reason of the Deepness and the Great Water Charge that Attends the Same; the Lease is for 21 years Granted to one Mr Doubleday, bears date in 1706: they pay a Seventh Duty: there is a place called the Fell Grove about ¼ of a Mile from Shildon and very hopeful for proveing a Good Grove; their agent Sayes they have gott in the Year Near 200: Bings of Oar at the Said

Grove; They have Delivered from Shildon and the Fell Grove Since the 20th June 1717 to the 12th of July 1718: 609 Bings 2 horse & ½ of Oar; in which is included 17 Bings & 1 poke of Cutting Oar.

The Liberty's of Blanchland are very large Includeing Bolts hope in which is Jeffrey's Grove being on the South Side of the River Darwin Shildon and Beldon Being on the North of the Said River, Some Vaines does Appear in the Said Libertyes which is not wrought, which Tacks may be lett on if Your Honours gives Order for the Same

Alston Moor,

It plainly Appears that Many of the Groves in that Country are not Wrought effectually; Several of these that have Leases being Sparing of Venturing their Money; Unless the Workmen themselves will Runn the Hazard if a Sufficient Number of Pickmen were kept working and Encouraged at the Several Groves in that Country; Great Quantity's of Oar in all probability might be gott

Red Groves Boundering Uppon Sir William Blacketts Liberties on the East at this Grove great Quantity's of Oar has been gott, but it has been long wrought and their foremost Workings Seems to be near the End of their Bounder. Sir William's foremost workings; and the foremost Workings att this Grove, being Near mett together, Shee does not Appear to be A Grove of Long Continuance Yett Considerable Quantity's of Oar may be gott out of the Waistes or Cuttings etc. There is but little Oar on Bank att this Grove and that which is Washed up does not Appear to be well washed & Dressed; that it may Cause objections if intended for the Duty Oar.

Goodham Gill Moss: is a Late Discovery hath not been much wrought is very promising; they have gott above a hundred Bing of Oar; is Driveing up a New Levell to Convey away the water; and in all probability may be a Grove of Long Continuance haveing no part of the vain wrought before them in their Bounder

Brownley Hill, is a Grove that has not been much wrought, hath a fair Streak of Ground, and in all likelyhood will be a good Grove and of long Continuance being upon a Riseing Ground where new Sills will putt on and may work to a great Depth; haveing good Convenience to bring levells to Convey away the water, a Considerable Quantity of Oar on Bank and it is Said to hold a pretty Quantity of Silver in it.

The Haggs Grove, hath but little wrought at her a Small Quantity of Oar on Bank; the Oar gott here is Said to produce as much Silver as any Oar in that Country.

Fistahs Rake alias Blaygill, has been a very Considerable Grove, but now being wrought to the topp of a hill the Oar becomes Chargeable to get by Reason Shee is wrought att a great Depth, and hath a Deep Shafft, besides Several Sumps, to draw the Oar and Deeds up to bring them to the Bank few men works at her little Oar on Bank.

Brown Gill Supposed to be the Same Vain that the Red Groves is, Appears on a Mountain to the South west of Red Groves, the Ground of this Grove is mostly Cutt; Yett in all probability Some Quantity's of Oar may be gott in the Cuttings and picked out of her, Small Quantity's of Oar on Bank, but it is Said to afford Silver pretty well.

Gally Gill Sike: Thorter Gill: and Taylor Sike foot: Long Clough: Greengill are very inconsiderable workings I made little observations on them

Thorngill Lyes Unwrought the Ground is mostly Cutt,

The Loneing head Grove lyes Unwrought.

There is Several old Groves that Oar might be picked out of if Encouragement was given.

I am of Opinion that the prices of the Oar may be Considerably advanced.

Several Tack Notes Granted by the Late Lord Derwintwater as I am informed; and lyes now Unwrought:

The Names of the places lett	To whom they were Lett
Fletcherass Sunn Vain	Joseph Walton & partners
Sunn Cow Slitt	Thomas Hope
Wethrell Mey	Nicholas Vipond
Cash Burnforce	Thomas Lee
Battell Green	Arthur Robinson
Old Carrs	George Wilkinson
The East Side of Clargillhead	Samuel White
Clarrgill Clough in Priorsdaile	John Watson
Winchell Gapp	To Ditto
The High vaines in Crossgill burnhead	John Whitesmith
Cashwell	John Watson
Grover Sike	Joseph Walton
Blew Craggs in Crossgill	William Bell
Ramp Gill foot	Thomas Bateman
Little burn head	Richard Liverick
View Close	John Smith
Rickergill Sike	Isaac Wilkinson
Middle Clough	Thomas Watson
Gate Castle in Crossgill	Mr Ralph Wally
The East Side of Dryburn Nr the old Smiddy	To Ditto
The Great Sulpher vain in Blackburn	To Ditto
Doffergillfoot	To Ditto
Clarrgill Clough nr Green Tongue foot	John Brown
Gill Gill Near Nent head	William Furnass
Wellhope knott	John Bewnass
Nattrass low Peet fell	Thos Errington & partners
Whinny Crofft	Richard Liverick
Greenlaw Sike in Cross gill	Mr Ralph Wally
Wellhope Knott	John Jackson

How Gill Sike	Thomas Askeugh
Browberry	Thomas Hope
Newberry	Thomas Walton
Bold Carrs	Richard Liverick
Gill Gill	Thomas Stout
Foreshild burn	George Robson
Stony band	Mr Armstrong
East Side of Cash burn head	John Watson
Birch Bank	Thomas Burn
Capel Clough	Richard Ridley
Goodham hill Moss	John Henderson
Hoes Edge	William Richardson
Arthur Spitts Near the Mill burn	Nathaniel Hadwin

Places proposed to be taken	
Rotherup Clough	John Scollick & partners
Fletcherass Sunn vain	by Ditto
The North vain of brown Gill on Brown Gill Moss Near Nunnery Spring on the Sunn Side	by Ditto
Carrs vain in Nenthead & batemans vain	Thomas Harrison
Cocklake	Phillip Hareup

18 Dec 1719 Jonathan Maughan

[Note: FEC 1/705 I 9/2]

May it please your Honours

As my former letters would intimate, that so soon as the Water was Drawne out of the Soles (or lowest workings) at the Groves of Jeffreys; and Shildon, that I would not make any delay of making my report (To Your Honours) the condition they are in: through the favour of the late rains, they have gott the lowest workings in the Sunn Veine at Jeffreys cleared of water: whereupon I immediately viewed the same; and found them not so good as expected. As mine (to your Honours) of the seventh of November would signifie, that the then present (or upper workings) were Tollerable good; they continue so as yet; and in all probability may: tho att present they give great prices per Bing for Working, which is partly occasioned by the want of Shafts and sumps at the foreheads which obliges them to employ a great many labourers to bring the metal on banke. The best Workings in the Soles is a forehead at No. 8 and the upper workings at the said number are much better then these at No. 9, relation being had unto the mapp I sent you for the said Numbers: as to the Midle Workings or these

behind the forefields, some are pretty good but those are not much to be observed, because they will soon be cutt out.

It is always a Rule in Mining: that as the forefields are good or bad and the streak of ground hopefull or unhopefull, together with the conveniences of Smelting, being free from Water, the Silver that the Lead produces, nearness to a Market etc. So are the mines Vallueable or invallueable.

With most Humble Submission it is my Opinion that when the vains at Jeffrey's are Driven from No. 4 & 8 forty fathoms to the East, and then should prove even as now in the Sunn Vaine, would in all probability be a valueable Grove, my reason is because the Oar in the North or Old Vaine Dibbs from them, in the Soles (or lowest workings) which if should rise againe into the Upper Sills, would be very promising, and if should not, would be the contrary, the Mine being wrought as Deep as the Gynn will suck the water, that the lower Sills cannot be wrought without removing the Gynn's; and placeing them upon the Vaine in Boltsbourn between the Liberties of the Publick and that of Mr John Ord's, or otherways by Driving of a Levell between No. 5 & 6 as the prickt line in the Mapp doth show. I dare not Say that Shee will or will not prove a good Mine: Only this, there are a great many good Symptoms of her proving a good and lasting Grove. The greatest artist in Minery cannot tell further then what they are when they see them; and can only guess at what they may be by their Symptoms; The Quantity of Oar Jeffreys Grove hath Produced from the 27th Feb 1717/18 To the 18th November 1719, I gave Mr Slaughter an Acc[oun]t in mine of the 23rd Ultima: there hath been little Delivered since.

As to the Shafts, Levels and Driffts that are out of Repair. Mr Wetherley hath promised me they shall be putt into good and sufficient repair, whether Mr Gray purchase or take again or not; and hath given Orders Accordingly to the Workmen to Repair them. I omit here explaining the Terms used in Mining, as to Shaffts, Sumps etc being I did it in an Estimate of Jeffreys Grove Laid before your Honours the 2nd of June 1718.

As to Shildon they have not gott the Water Drawne out; there is no Oar wro[ugh]t at her as yet; Shall make no delay of Reporting the Condition Shee is in, so soon as the Water is out; I looke upon it as a great Neglect in in these Concern'd in Shildon, that do not bring Water Sufficient to cause the Gynns to go Summer and Winter which may be done without any great Charge, as shall Demonstrate when makes my Report of the said Grove.

The lease of Shildon from Thomas Foster esq to John Doubleday bears date the tenth of March Anno 1706, the term Twenty One years, the Duty every seventh part, the Limmits is all Vaines Opened and not Opened which are within half a mile of Shildon every way. The Lessee by a Covenant doth oblige himself to spend or Lat out £100-0- in Working and Carrying on the Grove at Shildon every year or Desist from Working.

In mine of the 8th August 1718 gave (Your Honours) Acc[oun]t, that there were some of the Blands: pretended to have taken a Lease of the Groves at Jeffreys and Shildon; of one Mr Phillip Peck and claimed a Tytle thereto By Virtue of a Grant from

Queen Elizabeth To The Society of Marchants in London; they continue yet to amuse People, and particularly these to whom they have sold shares, with the hopes that they shall be put into Possession of the said Groves at the expiration of Mr Greys Lease; having prevail'd with one Nicholas Armstrong: to allow me the priviledge of sending the Inclosed Assignment to Your Honours to peruse that may see the great Presumption of these men. Humbly desiring that it may be Return'd after Perusal according to my Promise to him.

I am with great obedience
Your Honours Most Obedient and very Humble Serv[an]t
Jonathan Maughan

Wolsingham 18th December 1719

[in a different hand, across bottom of report]:
Jonathan Maughan's report of Jeffrey's and Sheldon Grove dated 18th December 1719

15 Jan 1720 Chambers Slaughter

[Note: FEC 1/706 A. Although there is no direct clue to authorship of this undated note of questions and answers regarding Jeffreys Grove and other mines, Newcastle lawyer Chambers Slaughter submitted opinions to the Forfeited Estate Commissioners in 1720, so these queries are ascribed to him here. The queries appear to arise from the report submitted by Jonathan Maughan in 1719 (FEC 1/742: see transcript dated 7 Nov 1719) including his claim that the Jeffreys lease was being expected to expire on 1st August. On the assumption the queries were submitted promptly and replied to within about a month a date of 15 Jan 1720 is used here.]

Jeffreys Grove

Quer: the water in the Dean and Chapters Libertys, if may treat with them for it that it may supply Gins. [no answer given]

Quer: if the Lease be expired, or do expire the first of August what is proper to be done, and if the Leasor may have Liberty to Remove the water Gins. [no answer given]

If I may have a power to enquire what Quantities of Oar has been wrought since Mr Forsters Conviction etc. – [answer:] may enquire

If tack notes may be granted and upon what Termes - [answer:] approved

Alston Moor – if the Duty Oar may be Delivered, and the prices advanced if any substantial chapmen offer a greater price, how far the old chapmen may have the prefferences, if new tack notes may be granted. [no answer given]

If the Bailiff in Alston Moor and Gamekeeper shall continue upon the powers they had from the Lord Derwentwater. - [answer:] If obstructed our Agent he must complain thereof

If Mr Ridley give up his Lease of Brockwell Colliery & if others may be treated with and upon what Termes. [answer:] nothing

If any Collierys in Lord Derwentwaters Libertys may be enquired into and acc[oun]t of the <Coals> thereof taken. [answer:] nothing

[Last two lines in a different hand:]

Whether the Gynns must be laid in or not [answer:] yes

Q: What enquiry may be made after the Collierys in Ld Derwentwaters Estates [no answer given]

1 Feb 1720 Jonathan Maughan

[Note: FEC 1/705. Undated but from the context reads as though written as a covering letter for the estimated costs of mining at Jeffreys Grove (FEC 705 I 9/3). This is difficult to date, but from context reads as though a follow-up to the earlier report of Dec 1719, and of use to any deliberations regarding issuing a new lease. The Jeffries lease was said to expire in Feb 1720. 1 Feb 1720 is used here.]

May it Please your Honours

With most Humble Submission and in obediences to your Honours Commands I have hereunto annexed the Estimate of Jeffreys Grove, the best I am capable to do at so great a distance and supposeing the Grove to be in the like Condition I have knowne and been informed, shee has been for some years past.

It is my opinion that the Grove when the Lease is expired, if not Ruined by Unfair working may be Lett to some that will worke her fairly and effectually too; att every 6th or 7th Duty.

As to the Late Lord Darwentwaters Lead Mines they were Generally Lett by Tack Note or Lease, paying one fifth Duty and Limmitted to a certain number of yards in length and breadth.

A tack note should be Renewed every year if no Lease in that time be Demanded.

A Lease is generally for 21 years Granted, and Subject to a great many Covenants and the Discontinueing workeing with such a number of pickmen as Agreed to, or the breach of the other Covenants by Unfair working, the same becomes a forfeiture into the hands of the Lord of the Royalties.

As to Collierys they are More or Less valueable, according to theire Situation, the height of the seam, the Goodness of the Coal, and the Water Charges that may attend the Same & the other Contingencies, together with Conveniencies to the water as to wayleave etc which without viewing one may be vastly wide in estimation. And are generally Lett for a yearly Rent or by the Term which is Generally accompted better.

Jonathan Maughan

[separate sheet, item FEC 1/705 I 9/3]

Some things previous which are Necessary to be knowne, before any Estimate can be made what proffitts in all probability a Lead Mine may produce, Viz What repair the Shafts and Sumps, Topp and Low Levells are in, Crosscutts and Midlings, foreheads and Water Gains etc.

In obedience to your Honours Commands I have as under given some Idea what Jeffreys Grove may produce if continue in the like condition as has been for some years past.

If Jeffreys Grove produce as Duty Oar to the value of £210 the Dues being each 10th part. The Oar being sold at 40s per Bing each Bing contains 8 cwt or 64 stones

The Lessees Quantity of Oar	945 Bings	
The Lords Dues	105	
Tott	1050 Bing	
To 1050 Bing of Oar at 40s per Bing		£2100-00-00

Note that every 5 Bings of Oar produces
one fother or 21 cwt of lead if well washed

5 Bings of Oar at 40s per Bing	£10		
Smelting and fuel	00-12-00		
Carriage to the Mill	00-01-08		
Extracting the silver from the lead	00-10-00		
Loss of lead in extracting	01-05-06	12-09-02	
Prof[it] per fo[ther]		01-12-06	
			14-01-08

1050 Bing of Oar will make 210 fother of lead		
210 fo[ther] of lead with the charge at £12:9:02	£2623-05-00	
profit in extracting etc	334-05-00	

£2957-10-00

An explanation of the Termes on the other side

Shafft – A shaft in Lead Mines, is that which is Called a Pitt in Colliery and is Suncke or Digged sometimes 20 to 50 yards in Deepness from the Surface, as Occasion may Require.

Sumps – A Sumpe or Sumpes are Continued one to another for Convenience of Drawing the Mettall to the foot of the Shafft etc.

Topp & Low Levells – The Topp Levells are Generally for Conveying the water and air from one Shafft to another, the Low Levells are for the like use to the Sumps.

Midlings – The Midlings in Groves are the same as walls and pillars in Collierys, to prevent the Sides and Earth from falling, which when unfairly wrought is of evil consequence.

Gins – the water Ginns are for working Deeper then has Levells and bringing the water to the Levells.

To Winning and washing 1050 Bings of Oar at 20s per Bing Supposing that one with another may be wrought		£1050-00-00
To timber and Wincells 4s per Bing		£210-00-00
Steward Sallery & Water Charge		£100-00-00
		£1360-00-00
Proffit if wrought and Sold in Oar		£740-00-00
		£2100-00-00

Note that each fother of this Lead will produce 20 ounces of fine silver		
20 oz of fine silver at 5s 7d per oz	£5-11-08	
the fother of lead	£8-10-00	£14-01-08

210 fothers of Lead with the silver that is extracted from it at £14-01-08 per fother	£2957-10-00

If the Like Quantity be gott and if sold in Oar the profit will be	£740-00-00	
If in lead and extracted	£334-05-00	
Pro[fit]:		£1074-05-00

20 May 1720 Jonathan Maughan

[Note: FEC 1/705]

[Address:]
To the Ho[oura]ble The Commissioners and Trustees for the Forfeited Estates at Their Office in Essex House London [Annotation in pencil:] Jeffreys Grove /Report on

May it Please your Honours

In obedience To Your Commands by Mr Martens of the 9th ultima, I went along with Mr Stoddart to Jeffrey's Grove, to Inspect the Condition they were in, gave answer to Mr Martens by mine of the 10th Instant, and reported my opinion of Said Grove, so farr as the present circumstances thereof will allow.

Mr Robert Stoddart by a letter to his Brother of the 12th Instant, Saith that having waited on your Orders, that wee should Mutually agree in one representation of the State of Said Grove, and Royalties of Blanchland, and the other abuses relating thereto.

With Most Humble Submission, it is our Oppinion that the Damages by Working of the Said Grove will be very great, but cannot be perfectly understood until the Water is Drawne out, which will be at the perrill of Mr Henry Grey & Mr Edward Weatherley. The Grove hath been wrought since the expiration of the Lease, and continues as yet to be Wrought by the Orders of Mr Weatherly and his agent John Steward, and all the Oar on Bank Removed of[f] the premises by Order of the Two last named persons. Mr Weatherleys agent John Steward, and their Workmen at said Grove have used scurrilous expressions ag[ains]t us both Since the said inspection, pretending the Right of the Said Grove to be entirely in their Master.

The Bishops agents Mr Stonehewer of Durham and Mr Edward Grey of Shorstone in Northumberland gives it out that the B[isho]pp will dispute his Right with the Publick or Purchaser to every member of the Royalties of Blanchland, and that Mr Fosters Tytle was no further then one half of the Mines of Jeffreys and Shildon, and that the conveyances from Mr Foster to the B[isho]pp would enable them so to do.

Therefore with Humble Submission wee offer it as our opinion that it may be convenient for the Purchaser to have the aforesaid Gentlemen with their Acc[oun]ts Convenants & conveyances, together with the Bounder Book of Blanchland, which is said to be in the hands of Mr Edward Grey, called for, and examined before The Board, in Order to finde out, Rectify, & Recover the Boundary, Privileges, abuses, & Dues, that it may be for the Purchasers advantage to have Possession Delivered in order to prevent any further abuses.

We are Your Honours Most Humble and obedient serv[an]ts
William Stoddart Jonathan Maughan

South Shields 20th of May 1720

PS. My Letters to Your Honours of the 16th of April, and 10th of May, are more particular touching the premises, and to which with Most Humble Submission I refer Your Honours,

And am as above Your Honours etc JM

1 Jun 1720 Chambers Slaughter

[Note: FEC 1 703]

To the Honourable the Commissioners & Trustees for Sale of Forfeited Estates etc

In Obedience to Your Order of reference to me Yesterday touching the Damages and grievances sustained by the Purchaser of Jeffreys Grove etc I humbly beg leave to Observe that with other advantages specified in the Lease of the late lessees they in particular had full power of making water Courses, driving drifts, sinking shafts Erecting Engines and other Conveniencys etc also full authority with a priviledge of way Leave in over and along the Grounds and Lands of Blanchland with Horses, Wains, Carts and other Carriages for the leading as well as laying, washing, smelting Carrying and Conveying of Oar etc. Likewise the boundary as specified in the above mentioned Lease together with power to Digg any quantity of peat Turf Soile etc within the Contents and limits of One thousand Yards Square of any part of the Common or Moore whereon or wherein the said Grove lyes in order to be burnt for the smelting of Oar etc.

The late Lesses were by Covenants in the said Lease during the residue of the terme to worke the said Groves and Mines fairly orderly and effectually according to the usuall method courses and means of working of Lead mines etc.

I have perused Mr Maughans and William Stoddarts their joint letter where I find that the whole property of Blanchland is like to be disputed by the Bishops of Durham's Agents contrary to the priviledges granted to Lessees under William Foster Esq.

I also found that by the said Letter that Mr Wetherley Agent of Mr Grey have wrought and still continue to work the said Mines tho' the Lease be expired & carry of[f] the Oar from the premises without accounting for the dues contrary to the Covenant in the Lease & that Complaint is made of their ill usage by said Wetherleys Servants in their inspection of said Grove by your Order. It is therefore Humbly proposed to have the aforesaid Gentlemen with their Accounts Covenants & Conveyances together with the Boundar Book of Blanchland which is said to be in the hands of Mr Edw[ar]d Grey called for & examined before the Board in order to find out rectisfy & recover the Boundary priviledges abuses & dues that it may be for the Purchasers advantage to have possession delivered in order to prevent any further abuses.

Chambers Slaughter

London June 1st 1720

24 Jun 1720 Jonathan Maughan

[Note: FEC 1/705. Original is torn in places, obscuring some words. Two letters, the second evidently written later that same day from Jeffreys Grove.]

In obedience to Your Orders given by Precept & Mr Martens of the Second Instant, I immediately proceeded to the Making Seizure of Jeffreys Grove, the Lead Ore on the Bank with all the Ropes and Rolls, Work Tools etc and gave a Charge to the Agents of Mr Grey and Wetherley, that they should not remove or cause to be removed anything whatsoever of[f] the premises without your Honours Lycence so to do.

Their hath been delivered from Jeffreys Grove since my last Return made[missing]

Delivered of Cutting Oar [missing]

Ditto Boose Oar [missing]

Oar by computation now on Banke –

Of Cutting Oar that is Washed 67-0-0

Of Grove also Boose Oar unwashed 26-0-0

It is impossible to make any true Estimate of the Damages done by Working that Grove, either since the expiration of the Lease, or before, until the Water be drawne out

I desire that your Honours will be pleased to grant me your Order for 30: or £40: as also leave to send up my Bill of expences upon Acc[oun]t of the Ginns at Stella <House>. I am

Your Honours Most Humble and obedient servant

Jonathan Maughan

Wolsingham 24th of June 1720

May it please your Honours

I gave your Honours an Acc[oun]t from Wolsingham this day how I had provided by making a seizure of all the Oars on bank at Jeffreys Grove, together with every of the appurtenances relating there unto, (pursuant to your Honours orders). I kept two men to attend five days and nights, to prevent anything being removed of[f] the premises they took a Schedule of what Oar by computation might be on Bank and of all the works tools etc could find, then gave a Discharge to the agents of Mr Grey and Wetherley, from removing anything of[f] the premises, without Speciall Lycence from Your Honours so to do, I also shewed them the Order I had from your Honours to make seizure. But to my great Surprise when I came to the Grove [1 word missing] Day, found they had removed all the <cutting or best> Oar that [1 word missing]

<washed up at the prem.ses into Mr <Ords> Liberty, as also <along> [3-4 words missing] whatsoever belonged to Mr Grey or Wetherley, thought propper to loose no time in Acquainting your Honours therewith, that they may have propper Chastisement for Contrevening of your Honours Orders I am

Your Honours Most Humble and obedient servant
Jonathan Maughan

Jeffreys Grove Fryday the 24th of June 1720

25 Jun 1720 Jonathan Maughan

[Note: FEC 1/705]

May it Please Your Honours

I writt to you yesterday <from> Jeffreys Grove, giving Acc[oun]t therein that Mr Grey and Wetherley had Removed all the Cutting or Waist Oar and every the Work Tools and Utensills of[f] the Premises, about two hours after I waited on Mr Stonehewer & Mr Ed. Grey, The B[isho]pp of Durhams Stewards at Blanchland, shewed them my Orders to Seize or Cause Seizen to be made of the Lead Mines and others there Royalties of Blanchland, Told them that it being the time of the year that Weffts and Strays were taken up, and they being a Member of Said Royalties, might proceed to take them up, they said if I did the B[isho]pp should Replevin them And that Mr Foster had no Right or Tytle to any <of the> Royalties of Blanchland, save only the Lead Mines, and that neither the Publick or Purchaser should be allow'd to Digg Peat or Turf, Break Ground, or have any wayleaves, without paying of Dammages, and when I was present Mr Edward Grey Ordered John Richlieu of Blanchland who is the B[isho]pps: Bayliff to Leed, or cause to be Ledd away, all the Peats that were now made ready upon the Commons for the Grovers fewell, and for the Smelting of Lear Ore with, if this may be allowed of

The Lead Mines are of small vallue. I am Your Honours
Most Humble and Obedient Servant
Jonathan Maughan

Wolsingham 25th of June 1720

9 Nov 1720 John Armstrong

[Note: FEC 1/706 /A. November in 7th regnal year of George I fell in 1720]

In Suprem Cur

John Armstrong of Hatherickburn in the Parish of Hexham in the County of Northumberland Yeoman maketh Oath that he hath known the leadmines commonly called or known by the name of Jeffreys Groves in the Mannor of Blanchland for Five Years last past and during all that time hath been imployed as a Workeman there and saith that the said Leadmines were wrought fairly and orderly according to the usuall course of working Lead Mines and that all the Shafts and Levells belonging to the said Leadmines were left in good order on the twenty seventh day of February last past save two or three old Shafts which were run together And this deponent further deposeth that in the Month of November last past Jonathan Maughan who was Agent for the Com[missione]rs of the Forfeited Estates in England did ride the Shafts and took a view of the Workings in the said Leadmines after the Engine had drawn down the water which was in the Workeings And this deponent saith that the said Maughan came to a place in the said Leadmines where this Deponant was working and found no fa[u]lt with the Workeing of the said Lead mines

[signed] John Armstrong

Capt et Jurat apud Vill Novi Castr Sup Tinam Nono die Novembris Anno Regni Dui Georgii nunc Regis Magne Britanie &c Septimo Cor me

[in another hand:] Char. Smithson <Magr in C.. Extraorina.>

9 Nov 1720 John Stuart

[Note: FEC 1/706 A. November in 7 George I was 1720]
[Two embossed Honi Soit Qui Mal Y Pense stamps, each of 6 pence, and an inked stamp of 8 pence]

In Suprem Cur Cam

John Stuart of High House in the parish of Hunstanworth in the County of Durham Yeoman maketh Oath that he hath known the Leadmines commonly called or known by the name of Jeffreys Groves in the Manor of Blanchland for twenty yeares last past & upwards & this Deponent hath dureing all or most part of that time been imployed as a Workman or Steward in or about the said Leadmines and that dureing all the said time this Deponent was concerned & imployed, the said Leadmines were wrought fairly & orderly according to the usual course of working Leadmines & that all the

shafts & levells belonging to the said Leadmines were left in good order on the twenty seventh day of February last past save two or three Old Shafts which were run together And this Deponent further deposeth that Jonathan Maugham who was Agent for the Comm[issioner]s of the Forfeited Estates in England did in November last past ride the shafts & took a view of the Workeings in the said Leadmines after the Engine had drawn down the Water which was in the Workeings, And this Deponent saith that after the said Jonathan Maugham had viewed the said Leadmines he declared to this Deponent that he found the said Leadmines in good order except the said two or three Old Shafts which were run together & since that time the Same hath been repaired & put into good order by Henry Grey Esq.
[signed] John Stuart

Capt et Jurat apud Vill Novi Castr super Tinam Nono die Novembris Anno Regui Dui uri Georgii nunc Regis Magnus Britanie Et Septimo <Corine>
Char: Smithson <Magr in C.. Extraordinate>

9 Nov 1720 Thomas Wall

[Note: FEC 1/706 A.]

[Two embossed Honi Soit Qui Mal Y Pense stamps, each of 6 pence, and an inked stamp of 8 pence]

In Suprem Cu Cam

Thomas Wall of Boltshope in the parish of Hunstanworth in the County of Durham Yeoman maketh oath that he hath known the said Leadmines commonly called of known by the name of Jeffrey's Groves in the Manor of Blanchland for Eleven Years last past upwards And this Deponent saith that dureing all the said time he hath been imployed as a Workman in the said Leadmines & that the same was fairly and orderly wrought according to the usuall course of Workeing Leadmines, And that all the Shafts & Levells belonging to the said Leadmines were on the twenty seventh of February last past left in good order save two or three old shafts that were run together And this deponent further deposeth that in the month of November last past he this Deponent did ride the shafts along with Jonathan Maugham who was Agent for the Comissioners of the Forfeited Estates in England & took a View of the Workings in the said Leadmines after the Engine had drawn down the water which was in the Workings And this Deponent saith that the said Maugham declared to this Deponent that he found the said Leadmines in good order except the said two or three old shafts which were run together And since the said view was taken the said three shafts have been repaired & put into good order by Henry Grey Esq
[signed] Thos: Wall

Capt et Jurat apud Vill Novi Castr Super Tinam None die Novembris Anno Regui Dui Georgii nunc Regis Magnus Blritanie Et Septimo Cor ine
Char: Smithson Mag in C<.> Extraordiniate

9 Nov 1720 John Dawson

[Note: FEC 1/706 A.]

[Two embossed Honi Soit Qui Mal Y Pense stamps, each of 6 pence, and an inked stamp of 8 pence]

In Suprem Cu Cam

John Dawson of Wester-Meadows in the parish of Hexham in the County of Northumberland Yeoman maketh oath That he hath known the Leadmines commonly called or known by the name of Jeffreys Groves in the manor of Blanchland for twenty eight years last past and upwards And this Deponent saith that he hath all or most part of this said time been imployed as a workman in the said Leadmines and the same was wrought fairly and orderly according to the usuall course of workeing Lead Mines
John Dawson x his mark

Capt et Jurat apud Vill Novi Castr Super Tinam None die Novembris
Anno Regui Dui <..> Georgii nunc Regis Magnus Britanie Et Septimo <Corine>

Char: Smithson Magr in C<..> Extraordina

6 Dec 1720 Chambers Slaughter

[Note: FEC 1 702A]

To the Honourable the Commissioners and Trustees for Sale of the Forfeited Estates.

In pursuance of Your Honours Order of Refference to me of the Twenty eight of November last Between Mr Robert Stoddart purchaser and Henry Grey Esq and Edward Wetherley late Lessees of Mines and Grove called Jeffreys Grove in the Lands of Blanchland in the County of Durham I have examined the matters in dispute which were reduced to the following Heads Viz:

First The time of the Determination of the said Lease.

Which the purchaser insists upon to be on the Tenth of August 1719 and the Second Dimise of Six Months ending the Second Day of Febuary 1719 following for working or getting any Lead or Lead Ore within the limits of Three hundred yards on either side of the said Grove called Jeffrey's Grove and also to get peat and turff and to carry of[f] the Stock and working Tools any time within the said additional term of Six Months ending the Second of Febuary 1719.

The Lessees insist upon not only the liberty of working the said Three hundred Yards on either side, but Jeffry's Grove itselfe from the said Tenth of August 1719 to the Second of Febuary following

I beg to Observe that the interest of the Additional term of Six Months ending Febuary the Second 1719 was granted for making tryalls within the said Three hundred yards on either side and removing the Engines Stock and Matterialls for working and that the Lessees had no right to work the Veins of Jeffryes Grove after the said Tenth of August 1719.

Secondly The Quantity of Oar to be accounted for by the Lessees.

The Quantity of Oar got from September the 21st 1717 to Feb: 17th 1719 is Bings 241b.3.1 Bouse Oar. During the same time 43b.-.1 Cutting Oar.

This account is agreed upon by the partys.

But what I desired to be informed was, that in the Account the Quantity wrought from September the Twenty first 1717 to the Tenth of August 1719 (the Time the Lease expired) might be distinguished from the said Tenth of August to the Second of Febuary following (the time in dispute after the expiration) But this could not be answered too, by either party, so that the Dues on the whole Quantity wrought was as above.

On Bouse Oar will be Bings 241.2.3
On Cutting Oar will be Bings 43.2.1

Thirdly The price of the Oar to be Settled on the quantity carry'd off by the Lessees.

The purchaser demands Two pounds Seven Shillings and six pence per Bing for Grove Oar and One pound Fifteen Shillings per Bing for Cutting Oar.

To support this Demand the purchaser produces an Agreement with one Charles Alsopp Dated the Sixteenth of September 1720 for all the Oar, that shall be delivered to him untill the First of May next and that some of the same Oar that Mr Wetherley left on the premises is also delivered at the same price.

The Lessee Mr Wetherley and Grey insists on an Agreement with one Mr Dale & Company for Bouse Oar One pound Eighteen Shillings per Bing and for Cutting Oar One pound Ten Shillings per Bing in Febuary last.

Both partys require that the common method of Selling Lead should be laid before this Honourable Board Viz: For every five shillings per fodder in the Lead One shilling per Bing in the Oar.

The Lessees therefore say that they Sold Lead at Nine Pounds one Shilling and Six pence per Fodder in Febuary last & from that time to September following it advanced to Ten pounds Fifteen Shillings per Fodder.

The purchaser Mr Stoddart urges that the Oar of Jeffryes Grove is worth more by Six shillings in a Bing than other Groves in respect to the conveniency of the carriage.

I humbly take notice that any Contracts with Mr Dale and Company can have no relation to this Question in hand. Therefore whether you'l Order the said Lessees to pay the said price contracted for by Charles Alsopp or return the purchaser so much oar as he carry'd off in Order to be deliver'd to the said Charles Alsopp within the term of his said Contract is humbly submitted.

Fourthly The unfair and disorderly working the said Mines Contrary to the Covenants of the Lease.

The Lessees produce four affidavits hereunto annex'd in their vindication as to the workings, and as to the putting down of Buildings and other matterialls they refferr themselves to the very last Clause in the Lease. Vide (the Lease).

The purchaser offer'd an Arbitration in this Case as to the Damage: The Lessee refusing. The purchaser humbly hopes this Board will in no kind debarr him from such satisfaction the Law shall entitle him to by virtue of the said Covenants.

All which is humbly submitted
Chambers Slaughter

London Dec 6th 1720

7 Jun 1721 Robert Stoddart

[Note: FEC 1/704, I8B]

To the Honorable Commissioners for Sale of the Fo[rfeited] Estates

The following Memoriall most humbly Sheweth

That Your Memorialist After due advising and Deliberation thought it very improper to signe Bonds of Arbitration with respect to Jeffrey's Grove and at present as well as for the future entirely Declines to Concerne himself to assert any rights whatsoever which this Board's in honour oblidged to Maintain; However, If he had signed such Bonds rashly under a Mistaken notion of peace, they should have been of none Effect, since an Award Could not be made before the first of Aprill and Consequently what ever Judgment such Referrees had Given must have been Ineffectuall.

It is Nevertheless in the power of this Honourable Board to prolong such Bonds If the like or better were to be had, or Else to demand Tribble [treble?] Damages and

recover them too, by Virtue of the Act Appointing this Honourable Commission upon Information what Damages or Wast[e]s have been done or comitted to or Upon any of the forfeited Estates belonging to the publick, and as such, vested in this Board, without any [of] the formalityes of Tedious Law Suits or otherwise.

Your Memorialist therefore humbly hopes that having bought all Mr Foster's Estate & Interest &c also All Demands and priviledges the publick since the Forfeiture thereof Could have thereunto, That this Honourable Board will be Assiduous and without any reserve in the Obtaining what he presumes is or should be his right, and satisfaction to the utmost farthing for Damages, which to all Indifferent Spectators are Esteem'd Equally Villainous as Great.

Your Memorialist as <conjunct> Agent with Mr Maughan to this Honourable Board in the Dirrection of the Lead Mines, late Mr Fosters, has not, as he conceives, been any way as deficient in the Just management of and Information from time to time concerning these Affaires. And Therefore Humbly Hopes and Expects that he will be reimbursed his Charges in repairing those ruined works and also have satisfaction for Attendance and trouble, If a Multitude of Memorialls, Briefs, Journeys, Loss of time and Cash are to be regarded as anything: Meanwhile as in the Capacity of a purchaser he begs Leave to say its an unaccountable hardship and he thinks unfair even to be supposed to be Lyable to pay Interest for money unpaid which at any time was, is and shall be ready, as has often been told to persons Concerned in the Office, purely because the purchaser upon good advise Justly, Imagines he Can't or won't have a Tittle made him from this Honourable Board Agreeable to his Contract.

That to <Evince> the Equitableness of this Assertion Your Purchaser humbly begs Leave to say the Dilatory Proceedings of his Board with relation to Mr <…> [ma]king his report Concerning the B: B: pretentions & Title and also the Indulgent leniency Shown to Every of the Bishops Agents in Contradiction to Your purchaser as is sufficiently hinted in a memoriall of the Second of December last Gives him too Just umbrages of Beleiving that a worse Temper and Treatment would show itself with relation to his present business in hand if all the purchase money was paid then appeased at his offering to buy the Estates of my late L[or]d Widdrington & the late Viscount Bollingbrook.

You Memorialist humbly begs Leave (overlooking what is before suggested) further to Inform this hon[oura]ble Board, that altho' the performance or non performance of his Contract can't personally hurt him as a purchaser yet as it concerns his friend, he thinks himself in honour obliged to be equally solicitous about the Just Establishment at least of an Apparent if not a real Title for which reasons only he has thought proper very much contrary to his own Inclinations to Act in this manner and so frequently to present memorials.

He further most humbly represents that by Letter from Shields he's informed when Mr Maughan according to the Boards orders dated January Last demanded the Boundry Books, warrant for Game keeping and other writings relating to the Libertyes etc They answered he might go and seek them they would not trouble themselves about any such things and Mr Stonehewer particularly with the utmost Invectives

Affirmed there was no right neither should there be any digging for peats etc and since that time one of the Bishops Tenants of Blanchland named Marchall stopt the carriage of Lead to the Smelt Mill and told the men they should not come that way tho then keeping the open Road. It's very Easy to Imagine from what fountain such abuses come and how fitt it is persons so good natured should be treated with civility.

Your memorialist by a Letter from Wolsingham of the 11th Aprill last is also informed of a report Mr Fookes and Mr Maughan sent up to this Hon[ora]ble Board with relation to the water which report has not yet appeared neither upon the whole of that matter so farr as your Memorialist can find does there seem to be and manner of Notice taken by Mr Ord. The same letter Informed of the Insolence of all the B: B: agents.

In obedience to this Hon[ora]ble Board and in pursuance of a Memoriall presented the third last month I'me informed that the two Cotelands of Clark and Spenser are and always were let away with and belong to the farm of Chidlane so that he hopes the Board wou'd not reckon them twice in their Rentall: I:E: Join them with Chidlane farm and Mindrum Gleab too and thereby make 10L per ann[um] pass for five pounds; this indeed and I hope the Hono[ra]ble Board will pardon me for saying so is in it's kind full as bad as attempting to content a person with two halves of two lead Mines instead of a Noble Royalty whereupon these may perhaps be found Twenty whole ones and much better. Besides with relation to the Cotelands We beg leave to Observe that old houses even in a Life rent are not half so valuable as Land supposing these really were such houses (which there is not) And since the Board's orders were Observed in taking possession its with all submission humbly asserted that this Hono[ra]ble Board are obliged not only to make good such deficiencyes but also to be answerable for the Consequenceyes of such Mistakes.

Upon the whole Your Memorialist most humbly hopes that without any further delay he'll either have his purchase fully cleared up and Vindicated or his money paid in, returned and charges allowed. For since his business won't by any means allow him to wast more time (even as in the station of a Conjunct Agent to this Hono[ra]ble Board which he has been proud of) and there's no probability of this Hono[ra]ble Board s ever being able to make Mr Forsters Estate at Blanchland worth half the money and charges which is already paid in and laid out by the purchaser He therefore with all submission to the Hono[ra]ble Board begs leave to say that if upon supposition a fine Horse is sold and bought but upon delivery that horse should prove a contemptible ass Certainly the Bargain on Consequence must be void and this seller's to make good the Losses, for non performance, to the buyer.

In fine whatever Notions this Hono[ra]ble Board may have of this Memoriall, the Memorialist asking no forbearance but hoping for an equitable treatment humbly Affairms he has no Intentions but what are Honorable and therefore he hopes If anything therein is Disagreeable this Hono[ra]ble Board will pardon the same. Meanwhile as he has the greatest opinion of your probity and veracity most humbly depends upon them for their equitable redressing his grivances withal being informed that the Gentlemen Neighbouring upon <..> particularly the B: of Durham, the Dean

and Chapter and Mr Ord are for riding their boundaries very soon it will be requisite (if this Hono[ra]ble Board pleases) to take Care the Circumforence of B: Afores[ai]d be not Incroached upon.

June 7th 1721
Robt. Stoddart

22 Jan 1724 Robert Stoddart

[Note: FEC 1/704, I8B]

May it please Your Honours

Accidentally hearing that Your Comission was now near concludeing & that then you'd make some presents or somewhat Like it to your purchasers I made Bold with all modesty & submission to beg a share of your favours In humble consideration of my paying some thousands of pounds & promiseing many more to be pay'd into the Exchequor by advanced prices etc. I am in truth a very great sufferer my self, however serviceable to others, by such purchases especially by that Unfortunate & Exorbitant one of Mr Fosters Lead Mines Which from first to Last & Still I'm a miserable Looser by (tho' tenderly upon that point Dealt with by Your Honour) from the Base & Sinister dealings of my <Bro> Kinsman Mr Coulson More Especially by the same being subsequent to my Late unparralel and miserable Loss; being after that oblidged to and having pay'd and advanced every penny for the purchases myself. Nevertheless as I hold it impertinent, because you may think it troublesome, I shan't say any more of Accumulated miseries upon repeated Afflications since the same are too well known to the World But refer to Mr Studly for confirmation of the Above. Meanwhile the Condesention & Honour of any Answer directed to be left for me at Mrs Watts's a Tobaconess in Philpot Lane Fan Church Street would be a singular satisfaction & demonstration of forgiveness to

May it please Your Honor's
Your Honors' most distrest & <…> pl[ain]t[iff] Humble Servant
Robt. Stoddart

Jany the 22d 1723/4

[On Verso:]
The Honorable the Commiss[ion]ers for forfeited estates at their office in Figg-Tree-Court in the Temple London.
[Annotated in pencil:) Letter of Rob[er]t Stoddart praying for some present to be made to him by the Commissioners for his losses in the property he has bought.