

Bradwell Lead Mining Customs.

SOME ORIGINAL DOCUMENTS.

By SETH EVANS.



THE interesting article on the history and customs of lead-mining in the Wapentake of Wirksworth in the last volume of the *Journal* may, without contradiction, be said to be equally applicable to lead-mining in all the district surrounding Bradwell, where the industry was carried on by the Romans. Until the decline of the industry some thirty years ago, most of the inhabitants of Bradwell—women and children as well as men—were employed at the mines, which run from east to west for a distance of four miles, in fact the whole parish is completely undermined, in some instances houses being built over the shaft of the mine.

“An Inquisition taken at Ashbourn upon Saturday next after the Holy Trinity, in the sixteenth year of the reign of Edward the First, before Reynold of the Ley (Lea) and William of Memil (Meynell), of the liberties which the miners of our sovereign lord the King, in the Peak, do claim to have hitherto used to have in those parts, by what means, and how, and from what time, and by what warrant By the oaths of the following jurors: Thomas Foljambe, William Hawley, Ralph Cotterell, William of Longsden, John Tearture, Clement Ford, *William of Bradlaw*, Peter of Rowland, Richard of Longsden, *William son of the smith of Bradwell*, Henry Foljambe, John of Longsden,”¹ etc., etc.

Pieces of lead ore, doubtless from the Bradwell mines, were found during the excavations at the Roman camp Anavio only a mile distant, and a Roman pig of lead was found in 1891 in digging the foundations for the Bradwell Board School, near the Bath Gate, the Roman road from Brough to Buxton, through Bradwell.

The Barbers of Bradwell, from whom I am descended, for many generations have been prominently identified with the lead mines in Bradwell, Eyam, Hazelbadge, Peak Forest, and

¹ Glover, Part I., Appendix, p. 35.

Hucklow, and their books and documents, now in my possession, are of peculiar interest as showing the transactions of the miners of former times.

Disputes as to titles or trespass were common, and the following shows how these disputes were settled through the High Peak Mineral Court, which had jurisdiction over this portion of the King's Field:—

“Memorandum of an Agreement made this Fourteenth day of September in the Year One thousand Eight hundred and Eleven By and between Robert Hallam of Bradwell in the Mineral Liberty of High Peak in the County of Derby Minor of One part and Robert Elliott of Smalldale within the said mineral Liberty of High Peak of the Other part.

“Whereas a dispute is now pending between the said Robert Hallam and Robert Elliott, touching and concerning the title to a Certin Mine, Vein or Mineral title within the Mineral Liberty of Bradwell aforesaid Called Southfield-title, and also Touching and Concerning divers Trespasses Committed by and between the said parties or One of them upon the Other of them, Now it is hereby agreed by and between the said Robert Hallam and Robert Elliott that all Claims, quarrels, Controversies, Trespasses and Disputes, that are pending between them touching and Concerning the right and title to the said Southfield-title as well as touching and Concerning all, and all, Manner of Trespasses Committed or done, by Either of the said parties shall be reffered, to Josiah Barber, John Middleton, John Needham, George Maltby, and Joseph Dicken, five of the Grand Jurymen for the said Mineral Liberty of High Peak, whose Determination shall be Binding and Conclusive by and between the said parties on Condition that they the said Arbitrators or the Major part of them shall sit down and make their award in writing and ready to be delivered to such of the said parties as shall Require the same on or before the tenth day of October next. And it is further agreed by and between the said Robert Hallam and Robert Elliott that they and each of them shall Produce to the said Referees all Books of Accounts Reckonings and all Other Entries Relating to or in anywise Concerning the title to the said Mine or Mineral title and all Mears of ground thereunto belonging or appertaining and a just true and faithfull account of all the Ore that has

been got or Raised within the said title by Either of the said parties within the two last years. And it is further agreed by and between the said parties that the said Referrees shall have a power to go down into the said Mine or Mines Vein or Veins and into all the Works belonging to Either of the said parties as they or a Major part of them shall Direct for the purpose of Elucidating the right and title to the Saim. And it is further agreed, &c., that all Witnesses to be Produced and Examined by the said Referrees shall be Sworn to speak the truth by a Master Extraordinary in the High Court of Chancery who shall attend on the Referrees to swear such witnesses accordingly if required. And it is further agreed, &c., that they and each of them will stand to, observe, &c., the award Umpirage, Final end and Determination of the said Referrees or a Major part of them and shall and will well and truly pay to each other such sum or sums of Money as the said Referrees or a Major part of them shall Direct in Case Either of the Said Parties shall be proved to have Trespased upon the Other. And it is further agreed that the said Referrees or a Major part of them shall have it in their power to Ascertain Determine and set out the several lengths of the different titles of them the said Robert Hallam and Robert Elliott to any Mere or Meres of ground and Finally to adjust the same in case any Dispute shall arise between them touching the title thereto As witness these Hands the day and year above Written

“ Witness

“ Anthy. Alsop

“ Robt. Hallam

“ Wm. Brittlebank

“ Robert ^{his} × Elliott.”
mark

These jurymen appear to have done their work just within the period named, for another MS. in the handwriting of Josiah Barber reads thus:—

“ We whose names are hereunto subscribed being five of the Mineral Grand Jury for the High Peak Hundred being named and appointed by a Bond agreement Dated September 14th, 1811 to settle adjust and finally determine a Mineral dispute between Rob^t Hallam of Bradwell and Rob. Elliott of Smaldale at a certain Mine called or known by the name of Southfield Title within the Mineral Liberty of Bradwell.

“ After making every necessary observations under ground and at the surface and examining the evidences of both parties we do determine and award as herein mentioned.

“ We do determine and say that Rob Hallam has a right to the north part of the Mosrake vein east from Ellias Marshall founder until he meets with a Lime Ryder which divides the said north part of Mosrake vein and a vein called Portoway vein further east from the said Lime Ryder point Rob Hallam’s right is in Portoway vein or veins.

“ We do further determine and say that Rob^t Elliott has a right to the north part of mosrake vein east from a Lime Ryder point before mentioned that divides the said north part of mosrake vein and a vein called Portoway vein, but be it further observed if the said Lime Ryder which separates the before mentioned two veins comes together we do determine and say the whole of the two veins after they are come together do and shall belong to Rob Hallam.

“ We do further determine and say that the said Rob^t Hallam shall pay or cause to be paid to the said Rob^t Elliott for Trespassing on his vein the sum of Five Pounds.

“ We do further determine and say that the Expense of the Bond agreement the Expense of the Referees and the Expense of the Barmaster shall be paid Equally between the said Rob^t Hallam and the said Rob^t Elliott.

“ Dated at Bradwell the 9th day of October 1811

“ Josiah Barber

“ John Middleton

“ John Needham

“ George Maltby

“ Joseph Dicken.”

The following shows how a miner had to forfeit his shares and interest in the mines in default of paying certain dues :—
Manor of Haslebadge in the County of Derby.

“ To Mr. George Blount the Barmaster of the said Liberty and also to John Middleton and Thomas Jennings two of the Grand Jury or 24 for the body of the Mine in the said Liberty.

“Whereas at a Court Barmoot held at Haslebadge within And for the said Mineral Jurisdiction on Thursday the 7th day of May 1812 a Bill was preferred at the said Court by Benjamin Barber of Bradwell in the said County Yeoman against Isaac Furniss and the rest of his partners or anyone claiming by from or under him at a certain Grove or Mine called by the name of Hills rake mine being within the Liberty and Jurisdiction aforesaid for not paying the sum of Two Pounds eight shillings and eleven pence halfpenny which was due for them to pay to the said Benjamin Barber which money upon Oath the said Benjamin Barber witnessed at the said Court that he had demanded of the said Isaac Furniss according to the Mineral Custom and given him lawful notice that a Bill would be preferred against him at the said Court which was done as abovesaid but neither the said Isaac Furniss nor any person for him made any defence against the said Bill upon which a Verdict went against the said Isaac Furniss which Original Bill are in the keeping of the undersigned James Mander Gentleman the Mineral Steward for the said Liberty a Copy of the said Verdict being sent by the said Steward to the said Barmaster of the said Liberty upon the receipt of which the said Barmaster did according to the Mineral Laws and Customs of the said Liberty Give the said Isaac Furniss notice the 15th day of May last that if he did not pay the abovesaid sum to the said Benjamin Barber within ten days after such notice all the abovesaid Mine parts and shares thereof would be forfeited to the said Benjamin Barber according to the Custom and Tenor of the said Verdict but no regard being had to such notice either by tendering the money or any other means within ten days as aforesaid.

“Therefore in pursuance of the said Verdict and according to the Laws and Customs of the said Liberty I the undersigned James Mander the Mineral Steward of the said Liberty aforesaid Do Hereby order authorise and direct you the said Barmaster and also the abovenamed John Middleton and Thomas Jennings two of the Grand Jury or 24 to deliver to the said Benjamin Barber possession of all such parts or shares of the said Grove or Mine as were belonging to the said Isaac Furniss pursuant to the powers given you by your said office according to the custom of the said Liberty of Haslebadge.

“ Given under my Hand and seal the 28th day of May, in the 52nd year of the reign of our Sovereign Lord George the 3^d And in the year of our Lord 1812.

“ Jas: Mander
“ Stew^d.”

“ Hazlebadge, May 29th, 1812.

“ By virtue of this warrant we have delivered to Benjamin Barber the whole of Hillrake Mine, Isaac Furniss' share of Gateside Mine.

“ Geo. Blount,
“ Barmaster.
“ John Middleton.
“ Thomas Jennings.”

In the agreement which follows Josiah Barber acts for Mr. George Bustard Greaves, grandfather of Mr. Greaves Bagshawe, of Ford Hall, and other owners of the mine.

“ This agreement made the second day of January one thousand eight hundred and nine Between Josiah Barber in behalf of Geo. B. Greaves Esq^r and the rest of his partners at Hillsrake mine in the Liberty of Hazlebadge of the one part and Thomas Hill and the rest of his partners at the Gate Side mine of the other part.

“ Josiah Barber in behalf of G. B. Greaves Esq^r & Co. doth agree and consent for Thomas Hill & Co. to take the Engine now standing at Hillsrake mine and set it upon a shaft at Gate Side mine, but the said Thomas Hill & Co. doth promise and agree to give up the Engine to G. B. Greaves & Co. whenever they have occasion for it in the same condition they find it.

“ And it is further agreed that the Proprietors at Hillsrake mine shall have a right to draw up the said shaft at Gate Side Mine out of Hillsrake Mine paying the said Thomas Hill and Co. the sum of one shilling and sixpence per Load of Ore for all the Ore they Draw up the said shaft the 1/6 per load shall pay for the use of Engine Ropes and Barrels. Witness our hands

“ In behalf of Gateside, T. Hill.

“ Josiah Barber in behalf of Mr. Greaves & Co.”