

## LEST WE FORGET – THE MINERS BOND

For those of us 'Northeasterners' with mining ancestors there is a little-known tool available to pinpoint their movements beyond certificates, the census returns, parish registers and the IGI - the existence of the Miners Bond. To use this tool you need not visit any distant record repository or consult any learned tome or index. All you need is a basic knowledge of the history of local mining and the application of four important dates. The main source for the following notes was *The Miners of Northumberland & Durham* by Richard Fynes, 1873.

Until 1872 all of the miners of Northumberland, Cumberland and Durham were employed under the hated Bond system whereby they contracted their lives away each year (or each month from 1844 to 1864) to a 'Master' in return for a 'bounty' and little else of substance. By the terms of the bond, under pain of a substantial penalty, they were obliged to submit to various fines and conditions and to work continuously at one colliery for a whole year. The system was a kind of legalised temporary serfdom. The colliery owner on his part gave no undertaking to furnish continuous employment or indeed any employment at all. After 1809 the annual Bond was usually entered into on/about April 5 when a colliery official read out the rate of pay and the conditions available at the pit to the assembled workers and would-be workers. Those who signed up were given a 'bounty' of 2s. 6d. (12.5 pence) to start work. The first few to sign up were given extra money which was usually enough incentive to cause a stampede among the poverty-stricken workforce to 'make their mark'.

If anyone broke the bond he was liable to arrest, trial and imprisonment. If he struck in an attempt to improve conditions, the law was largely against him. If he stood on a picket line, and even looked at a blackleg, it could be construed as attempted coercion. If he attempted to unionise he was intimidated or dismissed and put on a county-wide black list. If he still gave trouble to the authorities he was liable for transportation to the colonies. For the truly unreformable there was always the ultimate sanction in an age when over 200 crimes theoretically carried the death penalty.

A foreign visitor to Tyneside at the end of the 18th. century was struck by the number of notices placed in local newspapers by the 'Masters' offering rewards for knowledge of the whereabouts of runaway miners and threatening to prosecute whoever might employ them. In the years 1839/40 for example 66 pitmen in the county of Durham were jailed for short periods as 'vagrants'; that is, for leaving their usual places of work. In the same period a further 106 were committed for 'disobedience of orders, and other matters subject to summary jurisdiction'. The annual termination of one bonding and the start of the next enabled the 'Masters' to pick and choose from their former and would-be employees (except when there was a shortage of labour), discarding any known or suspected troublemakers or shirkers in the process. The bonding was also the only point in the year when a miner and his family could lawfully uproot themselves from one wretched pit village and trek to another where the wages were slightly higher, the conditions or housing slightly better, or where the grass was or was believed to be greener.

We have all played the game of 'Musical Chairs' in our childhood. The music starts, all of the participants walk round in a circle whilst one chair is removed, and then everyone makes a dash for the remaining chairs when the music stops, the individual without a place to park his or her backside being eliminated. Every year the annual bonding triggered a gigantic game of 'Musical Houses' and even 'Musical Villages' across the Great Northern Coalfield. The old bond expired, the music began and anything up to a quarter of the mining population of the three counties went on the march to a new start, a new life, elsewhere. Sometimes spies had been sent on ahead to ascertain conditions but usually the 'Masters' sent agents round the coalfield to recruit/steal workers from each other. Thousands of families took to the road every April from 1809-1844 and 1864-72 with all of their humble belongings on a hired flat-cart, with or without a pony. Then the music stopped, the new bond was 'signed' (usually with a cross) by the working members of the

family and the new life began. Many clans moved from pit village to pit village every year or whenever the urge struck them. That is why it is so difficult to keep track of the movements of one's mining ancestors. The great hope of amateur genealogists is to find some of their ancestors who actually stayed put for twenty years or more and who are therefore mentioned in successive censuses in one place. Eventually conditions for coalminers became so intolerable that the workers were driven to unite. Most, but not all, of the Northumberland and Durham miners went on strike in 1810. It took the 'Masters' seven weeks to starve them into submission. The ringleaders were arrested and their families evicted by bailiffs guarded by troops. Over the following two decades, appeals to reason and justice went unheeded and discontent kept boiling up in strikes. An attempt was made at the new (and giant) Hetton Colliery in the early 1820s to create a union but it was crushed by the owners and its leader compelled to emigrate to America.

In 1830 Northumberland and Durham miners united in Hepburn's Union, named after its founder Thomas Hepburn, another Hetton Colliery man, though originally from Pelton. In 1831 both counties came out on strike for more wages and shorter hours. The annual bond terminated on April 5 and its expiry was the signal to down tools. Hepburn himself advocated non-violence but he was unable to control some of the rowdier elements of his membership. A mob of some 1500 miners caused damage at Blyth, Bedlington, Cowpen and Jesmond Dene collieries. Large bodies of violent and lawless men wandered the country causing mischief and the frightened authorities felt obliged to call out the military and swear in a large body of special constables. Hetton was occupied by troops.

On May 5 1830 a large meeting took place at Black Fell, where the miners were met by none other than that great coalowner General the Marquess of Londonderry, accompanied by a military escort. Londonderry asked the miners to disperse and promised to meet their delegates, to which the men agreed. At that meeting however nothing was achieved and the situation continued to deteriorate. On May 17 a large body of men descended on Hebburn Colliery and threw machinery down the shafts to the terror of the blacklegs working below. Only the arrival of a magistrate and marines saved the situation from becoming extremely ugly. In the middle of the following month the owners suddenly capitulated, the first unmistakable victory the miners had ever achieved. One of the fruits of their triumph was the establishment of a working day of 12 hours for boys, instead of one almost without limit. They did not long enjoy their unprecedented success. At the end of that same year of 1831 another stoppage took place at Waldrige Colliery, near Chester-le-Street. On Christmas Eve over 1,000 working men below the ground were placed in some danger by strikers who threw machinery down the shaft. The government promptly offered a reward of 250 guineas and a free pardon to accomplices in return for information about the ringleaders. Six men were betrayed and received prison sentences of up to 15 months for their part. These punishments and the owners plan to deny work to any union member were to be the catalysts for a second strike across the Great Northern Coalfield.

The miners strike of 1832 also began in April, to coincide with the Bond, and within a few days all of the collieries in Northumberland and Durham were again at a standstill. This time however the coalowners had an effective strategy - they brought in blacklegs from all over the kingdom and began evictions of strikers and their families to make way for the newcomers. Soon thousands of strikers and their families were living in fields whilst their villages were full of alien policemen and soldiers.

The terror had its intended effect and the strike eventually petered out. So many strangers had been introduced to the region that the supply of labour was overstocked and the owners could pick who they liked from their former servants. The position of the former strikers was desperate but fortunately for them the demand for coal soon picked up and most of them eventually found employment. Not so the leaders and Thomas Hepburn in particular. He was ultimately reduced to selling tea in the colliery villages but even then the mining folk were too intimidated by the owners, led by Lord Londonderry, to dare buy anything from him. He was driven to starvation and had to beg at Felling Colliery for work. He was forced to consent to have nothing further to do with the union before he was taken back on. Thomas Hepburn kept his word to the 'Masters' and

died in abject poverty on Tyneside in 1864. For the time being at least the miners of the Northern counties were leaderless and without any effective union or hope. Twelve years would pass before the next serious unrest.

Before 1809 the time of binding was in October. From 1809 to 1844 the binding took place on or about April 5. After 1809 the time when the contract should be renewed was made changeable and uncertain - sometimes a month or 6 weeks before the old contract ceased. This was of course entirely beneficial to the owners.

In 1843 the men of Thornley Colliery came out on strike in protest at the harshness of their Bond conditions. On November 23 the owners caused arrest warrants to be issued against 68 men for absenting themselves from their employment. All of these informed the court that tried them that they would prefer to go to jail rather than work under the Bond. The magistrates duly obliged and sentenced all 68 to 6 weeks imprisonment. Immediately afterwards however their lawyer Mr. Roberts obtained a writ of habeas corpus and the imprisoned men were removed to the Court of Queens Bench in London where, upon an informality (a technicality), they were acquitted. They all returned to County Durham as heroes but the Bond remained.

The following year saw the 'Great Strike of 1844'. Once more the miners were crushed and their union destroyed. As part of the punishment a monthly bond was introduced which remained in place for the next 18 years. The intention was to enable the owners to discard troublemakers as soon as they were detected but eventually it was concluded that the new arrangement benefited the miners by giving them undue freedom of movement. The owners could no longer guarantee a stable working force with the mining clans moving on every month without notice. At the end of 1863 the owners collectively advised their workforces that the annual bond would be reintroduced with effect from the following April 5. Disunited and without a union the miners were obliged to accept. The Bond survived for 8 more years until 1872. The prospect of its abolition was the catalyst for the creation of the Durham Miners Mutual Association (D.M.A.) in 1869.

The source of this extract is Tony Whitehead, a freelance genealogist and historian.

The following transcription is of the 1869 Miners Bond for Seaham Colliery where my 3 x great grandfather Alexander Snr and 2 of his sons were signatories. A copy of this document can be viewed at Durham County Records Office under document number D/LO/B 265(1). It is part of what is known as The Londonderry Papers.

**Memorandum of Agreement** made on the 6<sup>th</sup> day of March in the year of our Lord 1869, between **The Right Honourable GEORGE HENRY ROBERT CHARLES WILLIAM EARL VANE**, of **WYNYARD PAR**, in the **COUNTY of DURHAM**, Owner of *Seaham Colliery*, of the one part, who and whose Executors, Administrators, and Assigns are hereinafter designated by the word **Owner**, and **THE SEVERAL OTHER PERSONS**, parties hereto whose Names or Marks are hereunto subscribed, and who are hereinafter designated by the word **Workmen** of the other part.

The said owner does hereby retain and hire the said several Workmen, parties hereto, and the said several Workmen do hereby agree to serve the said Owner from the 5<sup>th</sup> day of April now next ensuing, until the 5<sup>th</sup> day of April 1870 to hew, fill, drive, put coals, work shift work, and to do such other work for the carrying on of the said colliery as they shall be directed or required to do by the said Owner, or his or their Viewer or Agents, at the respective rates and prices, and on the terms, conditions, and stipulations, and subject to and under the payments, penalties, and forfeitures herinafter specified.

That this agreement shall commence on the said 5<sup>th</sup> day of April, as to all the parties who on or before that day shall have signed the same, and as to all other parties shall commence from the day on which they respectively signed the same, and shall continue in operation until the same time herein appointed for the termination thereof.

The said Owner agrees to pay the said workmen once a fortnight, that is upon each alternate Friday, up to the preceding Saturday, the wages by them earned, at the following rates, that is to say:-

To each hewer for every Score of coals Wrought (hewing and filling) in the Hutton Seam in the No. 1 Pit each score consisting of 21 Tubs and the standard weight of the Tub is to be 8 ½ cwt. of 112 pounds to the hundredweight the Sum of 6/- per Score in the Whole Mine and 5/7d in the Broken or Long Wall Mine and for Overweight in the same proportion.

And to each hewer for every score of coals wrought (hewing and filling) in the Hutton Seam in the No. 2 pit each score consisting of 21 tubs and the standard weight of the tub to be 7¾ cwt. of one hundred and twelve pounds to the hundredweight the sum of 7/6d per score in the West district and 6/3d per score in the East district in the whole mine and 5/10d per score in the West district and 5/6d in the East district in the Broken or Long Wall Mine and for overweight in the same proportion and further the sum of 1/0d per score when the places are going in a North and South direction in the West district and the whole Mine 4

yards wide. The above price to include a full compensation for either filling up or casting back all the small or Refuse Coals as may be required from time to time by the hewer of the Colliery for the time being.

The hewer to be paid per 4d per score in the No. 1 and No. 2 Pits for taking up Bottom and casting back or filling up as required the Coal or stone 4 feet wide so as to leave each place 4 feet high from the top of the Bridge rails.

Yard Man in the No. 1 and No. 2 Pits, Mining Headways 8 feet wide 1/4d per Yard Holling walls 8 feet wide 1/2d per yard, Crosscuts 8 feet wide 1/4d per yard, 10 ft. boards 6d per yard, Holling Walls in pillars 8d per yard xxxx over 4d per score, Holling Stocks paid after the first half yard 4d per yard. For double working in the Whole Mine only, two following two, 6d per score. Wet working 4d per score And Ramble the whole width of the place 4d per score of 3 inches in thickness

And to each hewer for every score of coals wrought (hewing and filling) in the Hutton Seam in the No. 3 Pit, each score consisting of 21 tubs and the standard weight of the tub to be 7½ cwt. of one hundred and twelve pounds to the hundredweight, the sum of 7/- per score in the whole mine and 6/2d per score in the No. 2 district and 5/8d per score in the No. 1 district in the Broken or Long Wall mine, and for overweight in the same proportion. The above price to include a full compensation for either filling up or casting back all the refuse coals as may be required from time to time by the Hewer of the Colliery for the time being. And for double working in the Whole Mine only, 2 following, 2/6d per score, and for driving in the whole mine 6 or 9 ft. places as required in a North and South direction the sum of 1/0d per yard, and for 6 feet places East and west 8d per yard, and for 10 ft. places, 4d per yard, and for driving in the Broken Mine 6 feet xxxx 4d per yard, and for 6ft. xxxx 4d per yard, and for *Jenkin Stooks* 4d per yard, and for drawing *juds* 1/0 each, and the sum of 4d per score for taking up or casting back or filling up as required the Bottom Coal down to white stone 4 feet wide; and also the further sum of 2d per yard for the same in the narrow places, and for Ramble 3 inches in thickness across the whole width of the place 4d per score.

And to each hewer for every score of coals wrought (hewing and filling) in the Low Main Seam all over The Colliery a score consisting of 21 tubs and the standard weight of the tub to be 8 1/2 cwt. of one hundred and twelve pounds to the hundredweight, the sum of 7/6d per score in the Whole Mine and 6/3d per score in the Broken or Long Wall Mine and for overweight in the same proportion, and further the sum of 1/0d per score when places are driven in a North and South direction in the Whole Mine 4 yards wide and for double working in the Whole Mine only, two following two, 6d per score and for driving in the Whole Mine 6 feet places in a North and South direction the sum of 1/4d per yard, and for 9 and 10 feet places 8d per yard, and for East and West places 6 ft. wide 1/0d per yard:- and for 9 and 10 ft places 4d per yard, and for driving in

the Broken Mine 6 ft. places, 4d per yard, and for drawing juds 1/0d each , and 1/0d per score for taking up and casting back or filling up as required the Bottom Stone or baud 4ft. wide, and for Ramble 3 inches in thickness the whole width of the place, 4d per score.

And to each hewer for every score of coals wrought (hewing and filling) in the Main Coal seam all over the Colliery a score consisting of 21 tubs and the standard weight of the tub to be 8 ½ cwt. or 7 ½ cwt. of one hundred and twelve pounds to the hundredweight, the sum of 7/3d per score large tub and 6/4d per score small tub in the Whole Mine and 6/3d per score large tub and 5/6d per score small tub in the Broken or Long Wall Mine, and for overweight in the same proportion. And further the sum of 4d per score when the places are driven in a North and south direction in the Whole Mine 4 yards wide, and for double working in the Whole Mine only, two following two, 6d per score and for driving in the Whole Mine 6 ft places in a North and South direction the sum of 1/4d per yard and for 9 and 10 ft. places 6d per yard, and for East and West places 6 ft. wide 1/0d per yard, and for 9 and 10 ft places 3d per yard, and for driving in the Broken Mine 6 ft places the sum of 3d per yard, and for drawing juds 1/0d each and 4d per yard for taking up and casting back or filling up as required the Bottom Coal down to the white stone 4ft. wide and for Ramble 3 inches in thickness across the whole width of the place 4d per score

And to each hewer for every score of coals wrought (hewing and filling) in the Maudlin Seam all over the Colliery a score consisting of 21 tubs and the standard weight of the tub to be 8 ½ cwt. of one hundred and twelve pounds to the hundredweight, the sum of 7/0d per score in the Whole Mine and 6/0d per score in the Broken or Long Wall Mine. When the Coal is separated and filled up as required and the sum of 6/6d per score in the Whole Mine, and 5/6d per score in the Broken or Long Wall Mine, when filled all away together, and for overweight in the same proportion, and further the sum of 4d per score when the places are driven in a North and South direction in the Whole Mine 4 yards wide and for double working in the whole mine only, two following two, 6d per score and for driving in the whole mine 6ft. places in a North and South direction the sum of 1/2d per yard, and for 9 and 10 ft places 6d per yard, and for East and West places 6 ft. wide 1/0d per yard and for 9 and 10 ft places, 6d per yard; and for driving in the Broken Mine 6 ft places the sum of 4d per yard, and for drawing tubs 1/0d each and 4d per score for taking up and casting back or filling up as required the Bottom Stone or Baud 4ft wide, and for Ramble 3 inches in thickness across the whole width of the place, 4d per score

And the Broken Mine and Long Wall prices shall commence after an area equal to one thousand square yards has been excavated, and Whole Mine prices shall be paid up to a distance of 60 yards of the Goaf within which distance it shall be considered Broken Mine.

The hewer shall work the coal so as to produce the greatest quantity of Round Merchantable Coal that the nature of the mine will admit, and when the coal will stand and when they are requested so to do, shall heave, kick and make proper vantage of not less than 3 feet, and the heaving and kicking shall not exceed 15 inches at the foreside and shall keep the filled coals free from stone, baud, and grey top or foul coal, and in case any stone, baud, and grey top or foul coal shall be found in any tub out of the Hutton Seam at the North Pits to the amount of 17½ pounds, the hewer then shall forfeit and pay unto the said Owner 3d, for 40 pounds, 6d, and for 60 pounds 1/0d, and out of the Hutton Seam in the No. 3 Pit for 20 pounds 6d, and for 60 pounds 1/0d, and out of the Hutton Seam in the No. 3 Pit, for 20 pounds the hewer shall forfeit and pay unto the said Owner 3d, and for 25 pounds 6d, and for 30 pounds 9d, and for 40 pounds 1/0d

And out of the Main Coal, Low Main and Maudlin Seams, all over the Colliery for 14 pounds 3d, 25 pounds 6d, 30 pounds 9d, and for 40 pounds 1/0d And if the whole quantity of stone, baud, and grey stone or foul coal found in any one tub out of any seam shall exceed 84 pounds, the hewer shall forfeit and pay 2/6d but such hewer shall notwithstanding receive the agreed price (less the forfeiture and payment aforesaid ), for hewing the actual quantity of clean coal.

And to each of the parties hereby hired 1/5d for putting by hand a score of tubs of Coal the first 80 yards, and one penny per score in addition hereto for every 20 yards further commencing when the distance exceeds 100 yards, and so in proportion for a larger or smaller tub of iron or wood, and to each of the parties hereby hired who shall be employed putting coals with ponies 1/0d per score for tubs of any size

The drivers to be paid after the rate of 1/2d per day of twelve hours working, to commence half-an-hour after they go down the pit, and shall couple and uncouple their own tubs when required.

And when any of the hewers shall be required to do shift work, they shall be paid after the rate of 3/0d per shift of 8 hours working.

The narrow places shall be driven not exceeding the width specified, and the boards not exceeding 4 yards wide; and the hewers shall stow away or cast aside such quantities of small or refuse coal as the said owner or his agents shall require for which they will be paid at the same rate as for the best coals sent to bank, when such coal is a portion of the working seam; and shall do the business of the drivers when required; and shall set on tubs, and shall do shift work when required. And each hewer shall be provided by the said Owner with a safety lamp, rake, maul, shovel, and wedges, for which he will be accountable, and shall provide himself with picks, powder, candles, drills, and tokens. And the hewers and drivers shall, when required, putt with trams, or act as barrowmen at such rates and prices as herinbefore mentioned; the said owner paying the hewers fourpence per score as furtherance.

The hewers are to be allowed, one with another, during the whole period of their hiring, save for one fortnight to be fixed by the said owner, not less work than will yield to them on a full and fair day's work at the aforementioned rates, the sum of 24/- per fortnight, on the average of every six consecutive fortnights, or receive payment in cash to a corresponding amount; such average to be calculated, not upon the actual individual earnings of each workman, but upon the general daily average (which the hewers who were at work in the pit in which such workmen was employed did earn or might have earned upon a full and fair day's work) multiplied by the number of days that the pit worked. PROVIDED ALWAYS, that in the case of accident to the shaft, machinery, or pit, or the appurtenances belonging thereto, or strike of workmen, or interruption from any cause to the safe and efficient working of the colliery, or to the drawing, leading, or shipping of the coals, the said owner, may, at his option, either pay the average rate of the wages aforesaid, and continue the workman under this contract, or release the said workman from this contract and discharge the same by giving fourteen days notice to the workman of such intention, and in the case of such discharge, all matters and things herein contained, (except as regards any previous breach) shall absolutely cease and determine.

The said owner shall provide and keep at each pit a weighing machine, and whenever any tub shall be sent to bank suspected to be below the weight of 8 ½ cwt. in the No. 1 Pit, or 7 ¾ cwt. in the No. 2 Pit, or 7 ½ cwt. in the No. 3 Pit the coals therein shall be weighed by the heap keeper or other person appointed by the said owner, and if found to be below the weight of 8 ½ cwt. in the No. 1 Pit, or 7 ¾ cwt. in the No. 2 Pit, or 7 ½ cwt. in the No. 3 Pit, no payment shall be made for hewing, filling, or putting the same, but the hewer thereof shall not be subject to any other penalty or forfeiture on that account.

If the said parties to these presents on either side, or any of them, be desirous of examining and adjusting the weighing machine in the said colliery, and of such their desire, shall give to the other party seven days notice, by affixing the same on the pit heap of the colliery, such examination and adjustment shall take place in the presence of any two of the parties hereby hired; and whenever such machine shall be found to be incorrect, it shall, with all convenient speed be rectified, but not so as to interfere with the working of the said colliery. The tubs used at the said colliery shall be of a competent size to bring to bank such weight as aforesaid. Each hewer and each putter shall attach a token to each several tub that they may severally hew or put. It shall be competent for the owner or viewers of the said colliery to prevent the use of gunpowder, either wholly or in part, at his or their discretion; and to introduce and enforce the use of the Safety Lamp; and to introduce and use a larger or smaller tub at his or their discretion, paying more or less in proportion for hewing and filling the same only.

The workmen hereby hired shall, when required, except when prevented by absolute inability from sickness or other physical incapacity, do and perform a full



day's work, on each and every working day, and shall not leave their work until such day's work has been fully performed. The duration of the hewers day's work to be in accordance with the regulations of the said owner, his viewers or agents, but not to exceed eight hours, or be less six hours working 'in the face'. The duration of the putters day's work shall be not less than twelve hours, to commence half-an-hour after they have gone down the pit. And the drivers shall duly drive and lead away such a number of tubs of coals as shall be a reasonable and fair day's work of not less than twelve hours, to commence from the drawing of the first coals, or half-an-hour after they have gone down the pit. And no workman shall ascend or descend the mine unless specially authorised, except at the times fixed by the said owner, his viewers or agents.

And all the parties hereby hired, shall and will, in performing their respective duties, obey, abide by, and fulfill all the lawful directions, orders, and regulations of the said owner or his agents at the said colliery. In every case in which any workman shall willfully or negligently disobey the orders of the said owner or his agents, or commit a breach of any of the articles of this Agreement, the said owner is hereby authorised to stop and retain out of the wages next becoming due to each and every such party so offending, who shall exceed twenty-one years, a sum not exceeding 2s. 6d. for every such offence, or to proceed against them for such misbehaviour by due course of law.

All payments, penalties, and forfeitures which may accrue to the said Owner under this agreement, shall be payable only by such of the said workmen hereto as shall have attained the age of twenty-one years, and shall be demandable and paid on the first pay-day after they shall have been respectively incurred, and shall be thereupon deducted from the first or next following earnings or wages of the person incurring the same until fully paid, and if they shall not be deducted on such first pay-day as aforesaid, or if they shall be abandoned or remitted, they shall not afterwards be revived or enforced, or required to be paid. And also that all claims and demands of the said workmen, hereby hired, for or in respect of any matter or thing relating to these presents, or their service under the same, shall be brought forward by the said workmen, hereby bound, at the first pay-day next after the cause of any such any claim or demand shall arise. And the said owner shall not be liable to make any payment in respect of any claim or demand, cause, matter, or thing which shall have been done or executed, or may have occurred prior to such last proceeding pay-day, unless brought into account at the said then next pay-day.

It is hereby mutually agreed, that in case any dispute or difference shall arise between the said hereby contracting parties, relating to any matter or thing not hereby provided for, such dispute or difference shall be submitted to the decision of two viewers of collieries, one to be appointed by the said owner and the other by the said workmen, and in case of their disagreement to the decision of a third party, to be chosen by such two viewers before they enter on their reference, and the judgement and decision of such two viewers or umpire, as the case may

happen, shall be conclusive between the parties on the matters aforesaid referred to them. But this provision shall not in any way alter or control the stipulations herein contained.

PROVIDED ALWAYS that as to such of the workmen as are under the age of twenty-one years respectively, these terms and conditions shall only operate as a simple contract of hiring and service, and especially that such parties shall not be subject to any of the pecuniary penalties and forfeitures hereby imposed.

PROVIDED ALSO, in case of any accident happening to the shaft, engines, or machinery in any of the Pits of the Seaham Colliery, so as to render the same unfit for working, or should any of the said pits be laid off working, or should the owner, or his agents, require them to do so, the workmen shall go and work in any of the other pits at the aforesaid colliery on the terms hereinbefore provided.

PROVIDED ALWAYS that if by mutual agreement any alteration be made in any of the prices hereinbefore-mentioned, such alteration shall not invalidate this contract, but the same shall continue at the altered rates in as full force as if the same had been originally inserted herein.

PROVIDED ALWAYS, and it is hereby declared that nothing herein contained shall extend or be construed to extend, to alter, prejudice, lessen, or otherwise affect the jurisdiction and legal remedies and powers which by law belong to or are vested in the magistrates, in the cases of masters and servants.

AS Witness whereof the said 'Owner' and the said 'Workmen' have hereunto set their hands. The Hewers having set their hands to Schedule A, the putters to Schedule B, and the drivers to Schedule C, which said several Schedules are hereunder written and form part of these presents.

*Vane*