

V.

TWO PAPERS RELATING TO THE EXPORT OF COALS FROM SCOTLAND, 1596 AND 1614. BY MAJOR W. BRUCE ARMSTRONG.

The two following papers, found among the documents which formerly belonged to the Bruces of Airth, now in possession of the heiress-of-line of that house, who has kindly permitted me to examine them, may perhaps prove of interest as bearing on the early history of coal in Scotland.

No. 1.

License by King James VI. to Sir Alexander Bruce of Airth to Export Coals, 20 May 1596.

Rex.

“ We consideryng yat owre trustie and weil be louit counsalour S^r Alexander bruce of Arth knicht hes sustenit and debursit greit soumes of money in casting and wyning of his coilis and coilheuchis this last wynter be the extraordinar waigis debursit be him to men and wemen laboraris of ye saidis coilheuchis the death of ye number of thrrie or foure score of horss^s the continuall drawing of water to keip yair saidis coilheuchis dry and in ye greit derth of furnessing of bread corne and stray to ye saidis horss^s sua yat it is impossibill to him be ye seall of the coillis within owre realme to hald ye saidis coilheuchis gangand and gif the samyn be sufferit to decay not onlie will the said S^r Alexander be greitlie

hurt in respect of his greit chargis sustenit bot alsua the pure laboraris yair throw mantenit will be wrakit and owre liegis prejudyt in ye common benefeit yair of in consideratioun quhair of we have gevin and grantit and be thirpñtis gevis and grantis owre speciall license to ye said S^r Alexander to sell the number of thry¹ hundreth grit of his saidis coillis and to cary and transport the samyn furth of this owre realme to quhatsomever part or cuntrie the byeris pleiss³ and willis and grantis yat ye said S^r Alexander nor ye personis byeris of ye saidis coillis nor ye maisteris awneris and skipperis of ye schippis craaris or weschellis w^t in ye qlkis the samyn sal be transportit sall yair throw incurre na pane skaith nor danger in yair personis landis gudis nor geir nor sall not be callit nor accusit yairfore criminallie nor civilie in ony tyme cuming Notwithstanding of ony of owre actis of parliament Statutis proclamacionis nor inhibitionis speciall gñrall maid or publishit in ye cuntraw anent ye qlkis and panis qtsomever yair in contenit we dispens w^t yame for ever be yir pñtis Dischargeing heirfore owre Justice Justice clerk advocattis serviteris qtsomever and yair deputis and all byeris owre liegis quhome it efferis of all calling persewing jornaing arreisting or troubling of ye said S^r Alexander or ye personis byeris and transporteris of ye saidis coillis and of all molesting and troubling of yame yair in dischargeing yame yairof and of yair officeis in yat part for ever be y^r pñtis gevin under owre Signet and Subscryvit w^t owre hand at Edinburge the twentie daye of May 1596.

“Compositio fourtie pounds.

JAMES R.²

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Endorsed

Resaut the compositione
W^tin contenit

HENRIE WARDLAW.

¹ Illegible.

² James's own signature.

³ There are several other signatures, probably of the Lords of Council.

No. 2.

Endorsed "Articles agreed upon between Sir John Bruce¹ and Henry Gibb."

"Articles of agreement indented had made concluded and agreed upon the nyynth day of June 1614 and in the twelfth yere of the raigne of our Souraigne Lord JAMES by the Grace of God Kinge of England France and Ireland Defender of the Faith &c. and of Scotland Seaven and ffortith, Betweene Sir John Bruce of Erth in the Countye of Strive-ling within the realme of Scotland Knight on the one ptie and Henry Gibb Esquier one of the Groomes of his Mat^{ies} Bedchamber Thomas M^lery of Walthamstowe in the countie of Essex Esquier Bevis Thelwall of ² in the countie of Essex Esquier and Jaspar Dartnall citizen and ffishmonger of London on the other ptie."

Extract.

"It is agreed betweene said parties that Sir John will from the date of the agreement furnish yearly for 12 years the said parties with Scottish coals called Great Pit coals of Scotland at such places within the river Thames between Gravesend and London Bridge free of all charges as follows, viz. in the first year of said term 4000 tons of said coal in the second year 8000 tons and so from thenceforth from year to year 8000 tons and so many tons over and above 8000 tons not exceeding 10,000 tons in any one year, or so many tons less than 8000 so that the amount in any one year shall not be less than 4000 tons as the said parties may appoint reckoning always that 22 tons of the greater sort of said coals shall be accounted as a store and all the dust or smaller coal be cast and not accepted and that the coal delivered shall be good saleable and well conditioned. And it is further agreed between said parties that if at any time during said term any more of the said greater Pit coals of Scotland be brought sold or delivered to any person within the River Thames or City of London or any Suburb thereof by said Sir John or his factors or by any other persons by their

¹ Sir John Bruce of Airth was grandson of Sir Alexander, to whom No. 1 was granted.

² Illegible.

means That in that case the said Sir John shall pay to said parties for every such ton the sum of 4 shillings English money to be allowed out of such sums as shall be due to said Sir John from said parties for such coals as shall be delivered to them according to the present agreement. In Condition whereof said parties agree from and after the first year of said term to take from said Sir John 4000 tons of said coals at the least the same being brought within the river Thames, and shall from time to time during said term within 7 days after the arrival of any ship or ships laden with said coal sent by said Sir John within the River Thames or so soon after 7 days as wind and weather will permit unlade such ships of such coals as often as they shall come.

“ Also that said parties will truly pay to said Sir John for every store of said coals delivered by him as aforesaid the sum of £13 English money on the discharge of every ship loaded with said coals within the River Thames within one day at or aboard such ships in which such coals shall be brought and delivered providing that if any one year during said term there shall be brought and delivered to any person within the River Thames or City of London as aforesaid by said Sir John his factors &c. from his or their pits above 4 ships lading of said coals, every ship containing 40 tons of coals and no more, other than such as are hereby covenanted to be delivered to said parties without their consent, then if said parties shall at any time afterwards during said term dislike to continue the bargain for coals hereby contracted they shall give one whole years notice to said Sir John and that then these presents and all covenants therein contained shall be null and void.”

The document is signed and sealed by Henry Gibb, John Bruce, Bevis Thelwall, and Jasper Dartnall.

The seal of Sir John Bruce is very indistinct, but was evidently a very ornate one, with helmet and mantling; the horse's head crest and the chief and saltire in the arms can just be made out.