



BENWELL PAPERS

ZC-2-1-p10

INDENTURE of 13th Oct 1642, between William SWINBURNE and
Thomas SELBY, regarding 6 Year Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

SEAL

[Writing on Back of Document]

[ZC-2-1-p10]

All Interlinings is agreed upon betwixt
both parties before the en-sealing hereof

[Below, to right, text written Transversely]

In the Exchequer
Sir Edward Swinburne Bar^t.
and other [Ptt]^s –
Ag^t.

William Adair Esq^{re}. & Camilla his Wife
and others Deft^s.

3^d. Feb: 1786

Read in Evidence for the [Ptt]^s
Fra; Ingram

[lease of Scotse[]
X – – [] Selby
[e. a. Cond]

W^m. Swinburne to Selby
Scotswood Colliery
13th. Oct^r. : 1642

Leasees of

Benwell

(10. [Document Number]

Benwell } [Upside down Text]
Colliery }

[ZC / 2 / 1 / 10A]

[Line N ^o .]	[DOCUMENT]
<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20,21 22,23</p>	<p>This Indenture made the Thirteenth day of October, in the Eighteenth year of the Reign of our Sovereign Lord Charles by the grace of – God King of England Scotland France and Ireland defender of the faith &c: Between William Swinburne of Capheaton in the County of Northumberland – / ³ Esquire on the one part, and Thomas Selby of Winlaton in the County of Durham Gent on the other part, Witness's that the said William Swinburne for / ⁴ and in Consideration of the yearly rent hereafter referred, has demised granted and to farm let and by these parts doth demise grant and to farm let unto – / ⁵ the said Thomas Selby his Executors Administrator and assigns, The full Moiety and ^{<or>} one half of all the Coal-mines Coal-pit and Coals, which Can shall or may be had – / ⁶ sought won wrought obtained procured gained and gotten by any means or procurement forth out and under all those the said William Swinburne his lands and ground / ⁷ lying and being in Scotswood in the Lordship of Benwell in the said County of Northumberland, Together with free liberty to dig sink rid win work and – / ⁸ make pit and pits trench and trenches grove and groves and to Drive Drift and Drifts water-gate and water-gates, and to do and Perform whatsoever else that shall be / ⁹ needful necessary fitting and Convenient to be made done and wrought (as well) for the winning obtaining and getting of Coals (as also) for the avoiding and Conveying / ¹⁰ of water and styth, Together with sufficient and Convenient way-leave ground-room heap-room and Staith-rooms as well for the laying and placing of all such Coals – / ¹¹ stones sand gravel and other rubbish which shall proceed and Come forth and out of the said Coal-mines and Coal-pit, as also for the leading Carrying and Conveying / ¹² of the same over along and through the said Land and ground of Scotswood the nearest and most Convenient way or ways toward the River of Tyne, – / ¹³ Together with free leave and liberty to and for the said Thomas Selby his Executors and assigns, to erect and build Staith or staiths at Scotswood aforesaid / ¹⁴ or elsewhere belonging the said William Swinburne, near adjoining to the River of Tyne, for the laying and placing of Coals upon the same, Together / ¹⁵ with free liberty to erect build make place and sett up hovel shed mines stables Lodges and Engines as well for the setting laying and placing of the – / ¹⁶ workmen as workhorses which shall be used and employed in and about the said Coal-mines and Coal-works.To have and to hold All the said – / ¹⁷ Moiety and ^{<or>} one half of the said Coal-mines Coal-pit and Coals with the appurtenance and all and singular other the premisses above by these parties demised and / ¹⁸ granted or mentioned or intended to be demised or granted and any part and parcel thereof, unto the said Thomas Selby his Executors – – / ¹⁹ Administrator and assigns, From the making and sealing hereof, unto the full end and term of Six years, From hence next ensuing and fully / ²¹ to be Complete and ended. ^{<} / ²⁰ If the said William Swinburne do so [long live] > / ²¹ Yielding and Paying therefore yearly and every year during the said term, unto the said William Swinburne / ²² his heirs Executors or assigns, At or within the now dwelling house of John Osborne Gent situate and being in Benwell aforesaid, the sum of / ²³ Ten pounds of Lawful money of England, At two Days or times in the year (that is to say) At the feast of Philip and Jacob Commonly Called –</p>

24 / ²⁴ May Day, and upon the Thirteenth day of October by even and equal portions, the first payment thereof to begin at May Day now next
25 Coming. / ²⁵ **And the said** William Swinburne for himself his heirs Executor and Administrator, doth Covenant promises and grant by these
26 present, – / ²⁶ To and with the said Thomas Selby his Executor and Administrator and assigns, That he the said Thomas Selby his Executor
27 and Administrator / ²⁷ and assigns, paying the said yearly rent above-mentioned in manner and form aforesaid, shall and may from henceforth
28 For and during all – / ²⁸ the said term of Six years hereby granted by virtue of these parties according to the tenor and true meaning hereof,
29 peaceably and – / ²⁹ quietly have hold occupy possess and enjoy, all the pre-demised premisses with the appurtenance above by these
30 parties demised and granted and every part – / ³⁰ and parcel thereof, without any let trouble denial molestation interruption or disturbance of
31 the said William Swinburne his heirs Executor – – / ³¹ Administrator or assigns or any of them, or of any other person or persons by his or their
32 or any of their means assent [previtie] Consent or / ³² Procurement. **Promises always** and it is Nevertheless fully Condescended Concluded
33 and agreed upon by and between the said parties to – / ³³ these present for them their Executors and Administrator, That if the said Thomas
34 Selby his Executor or Administrator or any of them, be or – / ³⁴ shall be at the end and Expiration of the first Three years of the said term
35 hereby granted,[aminded] willing or desirous to yield up and give over – / ³⁵ the said demised premisses with the appurtenance, And upon
36 such his or their intent or purpose, do give notice or warning thereof, unto the said / ³⁶ William Swinburne his heirs or assigns by the space of
37 Twelve Months next before the end of the said first Three years, And then doe well / ³⁷ and truly satisfy Content and paid or Cause to be paid
38 unto the said William Swinburne his heirs Executor or assigns, all and every such rent / ³⁸ and rent some and sum of money as shall then
39 appear to be due owing and arrear for and in respect of the said demised premisses, That then / ³⁹ this present Indenture of Lease and every
40 Covenant article and a[g]reement herein Contained shall be utterly void frustrate and of none effect, – / ⁴⁰ And then and From thenceforth the
41 said yearly rent to surcease end [a]nd be no further Challenged Claimed or demanded, Any thing aforesaid / ⁴¹ or here upon to be Construed
42 to the Contrary hereof in any wise Notwithstanding. **In witness whereof** the said parties to these present / ⁴² Indentures Interchangeably have
set their hand and seals the day and year First above written, Anno Domini /1642/

43 Thomas Selby

44 Signed sealed and delivered } :- /
45 in the presence of "H H" } /

46 [Lance]: Errington X

47 Tho Saluiu

48 Martin Fenwicke

(WRITTEN with OLD ENGLISH SPELLINGS)

[Writing on Back of Document]

All Interlininges is agreed vppon betwixt
both partyes before the insealing hereof

[Below, to right, text written Transversely]

In the Exchequer

Sir Edward Swinburne Bar^t.

and other [Ptt]^s –

Ag^t.

William Adair Esq^{re}. & Camilla his Wife

and others Deft^s.

3^d. Feb: 1786

Read in Evidence for the [Ptt]^s

Fra; Ingram

[ase of Scotse[]

X – – [] Selby

[e. a. Cond]

Leasees of

Benwell

W^m. Swinburne to Selby

Scoteswood Colliery

13th. Oct^r. : 1642

(10. [Document Number]

Benwell } [Upside down Text]

Colliery }

[ZC / 2 / 1 / 10A]

[Line
N^o.]

[DOCUMENT]

- 1 **This Indenture made** the Thirteenth day of October, in the Eighteenth yeare of the Raigne of our Sou'aigine Lord Charles by the grace of –
- 2 God King of England Scotland Franncce and Ireland defender of the faieth &c: Betweene William Swinborne of Captheaton in the Countie of Northumberland –
- 3 Esquire on thone ptie, and Thomas Selby of Winlaton in the Countie of Durham Gent on thother ptie, **Witnesseth** that the said William

Swinborne for

- 4 and in Consideracon of the yearely rent hereafter referred, hath demised graunted and to farme letten and by these pwte doth demise graunt
and to farme lett vnto –
- 5 the said Thomas Selby his Executo's Adm'trato'e and assignes, The full Moyetie ~~and~~ ^<or> one half of all the Colemynes Colepitte and
Coles, w^ch Cann shall or may be had –
- 6 sought wone wrought obtayned p'cured gayned and gotten by any means or p'curement forth out and vnder all those the said
Wiill'm: Swinborne his lands and grounde
- 7 lying and being in Scotewood in the Lordshipp of Benwell in the said Countie of Northumb'land, Together wth free liberty to digg sinck rid
wynne worke and –
- 8 make pitt and pitte trench and trenches grove and groves and to Drive Drift and Drifte watergaitte and watergaitts, and to doe and P'forme
whatsoever ells that shalbe
- 9 needfull necessary fitting and Convenient to be made done and wrought (aswell) for the wyning obtayneing and getting of Coles (as also) for
the avoyding and Conveying
- 10 of water and styth, Together wth sufficient and Convenient wayleave groundroome heaperoomme and Staiethroommes aswell for the laying and
placeing of all s[u]ch Coles –
- 11 stones sand gravell and other rubbish w^ch shall p'ceed and Come forth and out of the said Colemynes and Colepitte, as also for the leading
Carrying and Conveying
- 12 of the same over along and through the said Lande and grounde of Scotewood the nearest and most Convenient waie or waies towarde the
River of Tyne, –
- 13 Together wth free leave and liberty to and for the said Thomas Selby his Executo's and assignes, to erecte and buyld Staieth or staiethes att
Scotewood aforesaid
- 14 or elsewhere belonging the said Wiill'm: Swinborne, neare adioyneing to the River of Tyne, for the laying and placeing of Coles vpon the
same, Together
- 15 wth free liberty to erect buyld make place and sett vpp hovelle sheede mynes stables Lodges and Engines aswell for the setting layeing and
placeing of the –
- 16 workemen as workehorses w^ch shalbe vsed and imployed in and about the said Colemynes and Coleworkes. **To have and to hould** All the
said –
- 17 Moyetie ~~and~~ ^<or> one half of the said Colemynes Colepitte and Coles wth th'appurten'nce and all and singular other the p'misses above by
theise pwte demised and
- 18 graunted or menconed or intended to be demised or graunted and eu'y pte and pcell thereof, vnto the said Thomas Selby his Executo's – –
- 19 Administrato'e and assignes, From the making and sealing hereof, vnto the full end and tearme of Six yeares, From hence next ensuing and

fully

20 If the said Will. Swinburne doe soe [long live[]
21 to be Compleat and ended. ^ **Yeilding and Paying** therefore yearely and eu'y yeare during the said tearme, vnto the said William Swinborne
22 his heires Executo's or assignes, Att or w^thin the now dwelling house of John Osborne Gent scituate and being in Benwell aforesaid, the some
of
23 Tenn pounce of Lawfull money of England, Att two Daies or tymes in the yeare (that is to say) Att the feast of Phillipp and Jaceb Comonly
Called –
24 May Day, and vpon the Thirteenth day of October by even and equall porcons, the first payment thereof to begynne at May Day nowe next
Comeing. / –
25 **And the said** William Swinborne for himself his heires Executo'e and Administrato'e, doth Coven'nte promisse and graunt by these p'sente, –
26 **To** and with the said Thomas Selby his Executo'e and Administrato'e and assignes, **That** he the said Thomas Selby his Executo'e and
Administrato'e
27 and assignes, paying the said yearely rent abovemenconed in manner and forme aforesaid, shall and may from henceforth For and during all
–
28 the said tearme of Six yeares hereby graunted by vertue of these pwte according to the tennor and true meaning hereof, peaceably and –
29 quietly have hould occupie possesse and enjoye, all the p'demised p'misses w^h th'appurten'nce above by these pwte demised and graunted
and ev'y pte –
30 and p'cell thereof, w^hout any lett trouble denyall mollestacon interrupcon or disturbance of the said William Swinborne his heires Executo'e –
–
31 Administrato'e or assignes or any of them, or of any other pson or psons by his or their or any of their meanes assent previtie Consent or
32 Procurement. **Promises allwaies** and it is Neverthelesse fully Condiscended Concluded and agreed vpon by and betweene the said pties to –
33 these p'sente for them their Executo's and Administrato'e, That if the said Thomas Selby his Executo'e or Administrato'e or any of them, be
or –
34 shalbe att th'end and Expiracon of the first Three yeares of the said tearme hereby graunted, amynded willing or desirous to yeild vpp and give
over –
35 the said demised p'misses w^h th'appurten'nce, And vpon such his or their intent or purpose, doe give notice or warning thereof, vnto the said
36 William Swinborne his heires or assignes by the space of Twelve Monthes next before thend of the said first Three yeares, And then doe well
37 and truley satisfie Content and paid or Cause to be paid vnto the said Will'm: Swinborne his heires Executo'e or assignes, all and ev'y such
rent
38 and rente some and somes of money as shall then appeare to be due owing and arreare for and in respect of the said demised p'misses, That

then

39 this present Indenture of Lease and every Covenant article and a[g]reement herein Contayned shalbee vtterly voyd frystraite and of none effect, –

40 And then and From thenceforth the said yearely rent to surcease end [a]nd be noe further Challenged Claymed or demaunded, Any thinge aforesaid

41 or here vpon to be Construed to the Contrary hereof in any wise Notwithstanding. **In witnes wheareof** the said pties to theise p'sent

42 Indentures Interchangeably have sett their hande and seales the d[a]ie and yeare First above written, Anno Domini / 1642 /

43 Thomas Selby

44 Signed sealed and delivered } :- /

45 in the p'sence of [“H”H”] /]

46 [Lance]: Errington X

47 Tho Saluiu

48 Martin Fenwicke