



SEAL

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

ZC-2-1-p11

(WRITTEN with MODERN ENGLISH SPELLINGS)

[Writing on Back of Document]

[ZC / 2 / 1 / 11A]

[Below, text written upside down]

[L] 1: Selbyes & lease of colliery in

Benwell with[out] Scotswood with 2. lande

and with[out] Scotswood.

~~Leases of Jo. Osburns-~~ [B^s] his colliery without

~~Old Land & [- day] es *~~ his land in Bewley

~~[hebet of feb of ref]~~ E. [b[ttwrey.]

[Below, to right, text written Transversely]

13th Oct 1642

11) [Document Number]

Benwell

Colliery

10) to Selby 1642

In the Exchequer

Sir Edward Swinburne Bar^t. And others Ptt^s.

Ag^t.

William Adair Esq^r. And Camille his Wife }

and others Deft.

3^d. Feb: 1786 read in Evidence for the Ptt^s

[F]ra: Ingram

[Line N ^o .]	[DOCUMENT]
1,2 3 4,5 6 7,8 9 11,10 12 13 14,15 16 17 18 19,20 21 22 23 24,25 26 27 28,29 30 31,32 33 34,35	<p>This Indenture made the xiiith day of October, in the xviiith year of the Reign of our Sovereign Lord / ² Charles by the grace of God King of England Scotland France & Ireland defender of the faith &c / ³ Between William Swinburne of Captheaton in the County of Northumberland, Esquire: on the one part / ⁴ and Thomas Selby of Winlaton in the County of Durham Gent on the other part, Witnesses / ⁵ that the said William Swinburne for & in Consideration of the yearly rent hereafter referred / ⁶ has demised granted & to farm let & by these parties doth demise grant & to farm let / ⁷ unto the said Thomas Selby his Executors Administrators: & assigns, the full Moiety and one half of all those / ⁸ the said William Swinburne his Coal-mines Coal-pit & Coals Called & known by the name & names of high / ⁹ Coal, mettle Coals, stone Coal & all other Coal or Coals (these excepted ^<the> main Coal three quarter Coal / ^{11,10} Legaire wh'innes [several words crossed out]for house of the said William his heirs and assigns Which Can shall or may be had sought won wrought / ¹² obtained procured gained & gotten by any means or procurement forth out & under the said William Swinburne / ¹³ his Freehold Lands belonging to himself only Situate lying & being within the town field territories / ¹⁴ precinct & boundaries of Benwell in the said County of Northumberland, Together also with the full Moiety & / ¹⁵ one half of all the high Coal mettle Coals stone Coal & all other Coal & Coals (except before excepted) / ¹⁶ which Can shall or may be had sought won wrought obtained & gotten forth out & under all those grounds / ¹⁷ lying in Common amongst the rest of the Kings Tenant & other Freeholders in Benwell aforesaid being / ¹⁸ now undivided, of which ground & Common of ground the said William Swinburne has the Sixth part thereof, / ¹⁹ being late in the tenure & occupation of Sir Peter Riddell Knight Deceased or his assigns: Together with free liberty / ²⁰ to dig sink rid work & make pit & pits trench & trenches grove & groves & to drive drift & drifts / ²¹ water-gate & water-gates, & to doe & perform whatsoever else that shall be needful necessary fitting & / ²² Convenient to be made done & wrought as well for the winning obtaining & getting of Coals as also / ²³ for the avoiding & Conveying of water & styth, together with sufficient & Convenient way-leave ground-room & / ²⁴ Heap-room ^< Staith-rooms> as well for the laying & placing of all such Coals stones sand gravel & other rubbish which shall / ²⁵ proceed & Come forth & out of the said Coal-mines & Coal-pit, as for the leading Carrying & Conveying away / ²⁶ of the same, together with free liberty to erect build make place & set up hovel shed [mylnes] stables / ²⁷ lodges & Engines as well for the setting laying & placing of the workmen as workhorses which shall be / ²⁸ used & employed in & about the said Coal-mines & Coal-pits & Coals, To have & to hold all the said / ²⁹ Moiety & one half of the said Coal-mines Coal-pit & Coals with their appurtenance & all and / ³⁰ singular other the premisses above by these present demised & granted or mentioned or / ³¹ intended to be demised or granted & every part & parcel thereof (except before excepted) / ³² unto the said Thomas Selby his Executor Administrators: & assigns: From the making & sealing hereof / ³³ unto the full end & term of Six years years, From hence next ensuing & fully to be / ³⁴ Complete & ended (If he the said William Swinburne doe so long live) Yielding and / ³⁵ Paying</p>

36 therefore yearly & every year during the said term or other Determination thereof / ³⁶ ~~unto the said~~ At or within the now Dwelling house of John
37,38 Osborne Gent, situate & being in / ³⁷ Benwell aforesaid, unto William Swinburne his assignee & assigns the sum of Forty / ³⁸ & Three pounds
39 of lawful money of England, At two Days or times in the year (viz 't) / ³⁹ At the feast of Philip & Jacob Commonly Called May Day & the
40,41 Thirteenth day of October by / ^{40,41} even & equal portions. The first payment thereof to begin at May Day [next Coming] And the said Thomas
42 Selby for himself his heirs Executors Administrator: & assigns: doth Covenant / ⁴² promise & grant by these parties, To & with the said William
43 Swinburne his heirs assignee & assigns, That he the said / ⁴³ Thomas Selby his Executor Administrators or assigns shall & will yearly & every
44 year during the said term or other determination / ⁴⁴ thereof well & truly satisfy Content & pay unto the said William Swinburne his assignee or
45,46 assigns, the foresaid / ⁴⁵ yearly rent of xliii^h[£43] by the year At the Days & place as in & by these parts is limited & appointed / ⁴⁶ to be paid
47 according to the true intent of these parties, And also that neither he the said Thomas S[elby] [Hole on Document] / ⁴⁷ his Executor
48 Administrators or assigns nor any of them shall at any time or times hereafter during the / ⁴⁸ said term, Dig sink rid win work or make any pit or
49,50 pits within that parcel of ground / ⁴⁹ Called Scotswood in the Lordship of Benwell in the said County of Northumberland, And the / ⁵⁰ said
51 William Swinburne for himself his assign & assigns doth Covenant promise & grant by these / ⁵¹ presents, To & with the said Thomas Selby his
52 Executor Administrators & assigns That he the said Thomas / ⁵² Selby his

[ZC-2-1-11B]

[ZC-2-1-p11C] [Side Two of Document]

53,54 / ⁵³ Executor Administrators & assigns paying the said yearly rent above-mentioned in manner & form aforesaid / ⁵⁴ shall & may from
55 henceforth For & During all the said term of Six years or other determination / ⁵⁵ thereof, by virtue of these parties according to the tenor & true
56 meaning hereof, peaceably & / ⁵⁶ quietly have hold occupy possess & enjoy, all the pre-demised premisses with the appurtenance & [every]
57,58 / ⁵⁷ part & parcel thereof (except before excepted) without any let trouble denial molestation interruption or / ⁵⁸ disturbance of the said William
59 Swinburne his heirs assignee or assigns or any of them, or of any / ⁵⁹ other person or persons by his or their means assent [prvity] Consent or
60 Procurement. **Promises** / ⁶⁰ always & it is nevertheless fully Condescended Concluded & agreed upon by & between the said parties to
61,62 / ⁶¹ these parties for them their Executors & Administrators. That if the said Thomas Selby his Executor or Administrators or / ⁶² any of them, be
63 or shall be at the end & Expiration of the first Three years of the said term / ⁶³ hereby granted, aminded willing or desirous to yield up & give
64 over the said demised premisses / ⁶⁴ with the appurtenance, And upon such his or their intent ~~desire~~ or purpose, doe give notice or
65,66 / ⁶⁵ warning thereof unto the said William Swinburne assignee or assigns by the space of / ⁶⁶ Twelve Months next before the end of the said
67 first Three years, And then do satisfy / ⁶⁷ & pay or Cause to be paid unto the said William Swinburne or his assigns all & every such / ⁶⁸ rent

69 and rents sum and sums of money as shall then appear to be due owing and arrear / ⁶⁹ for & in respect of the said demised premisses, That
70,71 then this part Indenture of Lease / ⁷⁰ & every Covenant article & Agreement herein Contained shall be utterly void frustrate & of / ⁷¹ none effect,
72 And then and from thenceforth the said yearly rent above reserved to surcease / ⁷² end & be no further Challenged Claimed or demanded,
73,74 Any thing aforesaid to be / ⁷³ Construed to the Contrary hereof in any wise Notwithstanding: In witness whereof the said parties / ⁷⁴ to these
75 part Indentures Interchangeably have set their hand & seal the day & year First above written / ⁷⁵ Anno Dm' /1642/
76 Signed sealed & delivered } /
77 in the presence of - - - - } /
78 [Witnessed] that the interlining were inserted }
79 before then sealing & delivery hereof }
80 John Osburne Thomas Selby
81 William Robinson
82 John Scurfield /
[ZC-2-1-11C]

(WRITTEN with OLD ENGLISH SPELLINGS)

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[L] 1: Selbyes & lease of coolry in
Benwell w^h[out] Scotswood w^h 2. lande
And w^h[out] Scotswood.
Leases of Jo. Osburns- [B^s] his coolry w^hout
Oad Land & [- day] es * his land in Bewley
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3^d. Feb: 1786 read in Evidenc for the Ptt^s

[F]ra: Ingram

[Line
N^o.]

[DOCUMENT]

1 **This Indenture** ^<made> the xiiith day of October, in the xviiith yeare of the Raigne of o^r Sou'aigne Lord
2 Charles by the grace of God King of England Scotland Franncce & Ireland defender of the faieth &c:
3 Betweene William Swinborne of Captheaton in the Countie of Northumb'land, Esqr: on thone ptie,
4 and Thomas Selby of Winlato in the Countie of Durham Gent on thother ptie, Witenesse[th]
5 that the said Willia': Swinborne for & in Consideracon of the yearely rent hereafter referred
6 hath demised graunted & to farme letten & by these pwte doth demise graunt & to farme lett
7 vnto the said Tho: Selby his Ex's: Adm's: & ass's, the full Moyetie and one half of all those
8 the said Willia': Swinborne his Colemynes Colepitte & Coles Called & knowne by the name & names of heigh
9 Cole, mettle Coles, stone Cole & all other Cole or Coles (these excepted ^<the> maine Cole three quarter Cole
10 <for house of the said William his heires and assignes>
11 Legaire wh'innes [several words crossed out] ^ W^{ch} Cann shall or may be had sought wonne wrought
12 obtayned p'cured gayned & gotten by any means or p'curem^t forth out & vnder the said Will'm: Swinborne
13 his Freehold Lands belonging to himself onely Scituate lying & being w^hin the towne field territories
14 p'cincte & boundes of Benwell in the said Countie of Northumb'land, Together also w^h the full Moyetie &
15 one half of all the high Cole mettle Coles stone Cole & all other Cole & Coles (except before excepted) –
16 w^{ch} Cann shall or may be had sought wonne wrought obtayned & gotten forth out & vnder all those grounds –
17 lying in Comon amongst the rest of the Kinge Ten'nte & other Freeholders in Benwell aforesaid being

18 now vndevided, of w^ch grounde & Comon of grounde the said Will'm: Swinborne hath the Sixt pte thereof,
19 being late in the tennor & occupacon of Sir Peter Riddell Knight Deceased or his ass's: Together w^h free libertie
20 to digg sinck rid worke & make pitt & pitte trench & trenches grove & groves & to drive drift & driftes –
21 watergait & watergaites, & to doe & p'forme whatsoever ells that shalbe needfull necessary fitting & –
22 Convenient to be made done & wrought aswell for the wynneing obtayneing & getting of Coles as also –
23 for th'avoyding & Conveying of water & styth, together w^h sufficient & Convenient wayleave groundroome &
24 Heaperoomes ^< Staiethroomes> aswell for the laying & placeing of all such Coles stones sand gravell & other rubbish w^ch shall
25 p'ceed & Come forth & out of the said Colemynes & Colepitte, as for the leading Carrying & Conveying away
26 of the same, together w^h free liberty to erect buyld make place & sett vpp hovelles sheedes mylnes stables –
27 lodges & Engines aswell for the setting laying & placeing of the workemen as workehorses w^ch shalbe
28 vsed & imployed in & about the said Colemynes & Colepittes & Coles, **To have** & to hould all the said –
29 Moyetie & one half of the said Colemynes Colepitte & Coles w^h their appurten'nce & all and
30 singular other the p'misses above by these p'sente demised & graunted or menconed or –
31 intended to be demised or graunted & eu'y pte & pcell thereof (except before excepted)
32 vnto the said Thomas Selby his Executo'e Adm's: & ass's: From the making & sealing hereof
33 vnto the full end & tearme of Six yeares yeares, From hence next ensuing & fully to be
34 Compleat & ended (If he the said Will'm: Swinbo'ne doe so long live) **Yeilding** and
35 Paying therefore yearely & eu'y yeare during the said tearme or other Deternynacon thereof
36 ~~vnto the said Att~~ or w^hin the now Dwelling house of John Osborne Gent, scituate & being in
37 Benwell aforesaid, vnto Will'm: Swinborne his assignee & assignes the some of Fortie
38 & Three ponde of lawfull money of England, Att two Daies or tymes in the yeare (viz 't) –
39 Att the feast of Phillipp & Jacob Comonly Called May Day & the Thirteenth day of October by
40 <The first paym^t thereof to begynne att May Day [next Comeing]>
41 even & equall porcons.^ And the said Thomas Selby for himself his heires Ex's: Adm'e: & Ass's: doth Coven't –
42 p'misse & graunt by these p'wte, To & w^h the said Wiill'm: Swinborne his heires assignee & ass's, That he the said
43 Tho: Selby his Ex'e: Adm's: or ass's: shall & will yearely & eu'y yeare during the said tearme or other deternynacon
44 thereof well & truly satisfie Content & paie vnto the said Will'm: Swinborne his assignee or ass's, the foresaid

45 yearely rent of xliiii^h by the yeare Att the Daies & place as in & by these pwte is lymitted & appointed
46 to be paid according to the true intent of these pwte, And also that neither he the said Tho: S[elby] [Hole on Document]
47 his Ex'e: Adm's: or ass's: nor any of them shall att any tyme or tymes hereafter during the
48 said tearme, Digg sinck rid wyne worke or make any pitt or pitte w^hin that pcell of ground
49 Called Scotewood in the Lo'pp: of Benwell in the said Countie of Northumb'land, And the –
50 said Will'm: Swinborne for himself his assigne & ass's: doth Coven't p'misse & graunt by these
51 p'sents, To & w^h the said Tho: Selby his Ex'e Atm's: & ass's: That he the said Thomas
52 [ZC-2-1-p11B] Selby his

[ZC-2-1-p11C] [Side Two of Document]

53 Executo'e Adm's: & ass's: paying the said yearely rent abovemenconed in mann'r & forme aforesaid
54 shall & may from hencefo'th For & During all the said tearme of Six yeares or other determynacon
55 thereof, by vertue of these pwte according to the tenno' & true meaning hereof, peaceably &
56 quietly have hould occupie possesse & enioye, all the p'demised p'misses w^h th'appurten'nce & ev['y]
57 pte & p'cell thereof (except before excepted) w^hout any lett trouble denyall mollestacon interrupcon or
58 disturbance of the said Will'm: Swinborne his heires assignee or ass's or any of them, or of any
59 other pson or psons by his or their meanes assent privity Consent or Procurement. **Promises**
60 allwaies & it is nev'thesse fully Condiscended Concluded & agreed vpon by & betweene the said pties to
61 these pwte for them their Ex's: and Adm's: That if the said Tho: Selby his Ex'e: or Adm's: or
62 any of them, be or shalbe att th'end & Expiracon of the first Three yeares of the said team[e]
63 hereby graunted, amynded willing or desirous to yeild vpp & give over the said demised p'misses
64 w^h th'appurten'nce, And vpon such his or their intent ~~desire~~ or purpose, doe give notice or
65 warning thereof vnto the said Will'm: Swinborne assignee or ass's: by the space of
66 Twelve Monthes next before thend of the said first Three yeares, And then doe satisfie
67 & pay or Cause to be paid vnto the said Will'm: Swinborne or his ass's: all & ev'y such
68 rent and rente some and somes of money as shall then appeare to be due owing and arreare
69 for & in respecte of the said demised p'misses, That then this pwte Indenture of Lease

70 & ev'y Couven't article & Agreem^t herein Contayned shalbe vtterly voyd frustraite & o[f]
71 none effect, And then and from thenceforth the said yearely rent above reserved to surcease
72 end & be noe further Challenged Claymed or demanded, Any thing aforesaid to be –
73 Construed to the Contrary hereof in any wise Notwithstanding: In witnes wheareof the said pties
74 to theise pwte Indentures Interchangeably have sett their hande & seale the day & yeare First above written

75 Anno Dm' / 1642 /

76 Signed sealed & deliv'ed } /

77 in the pw'ce of ---- } /

78 ^{Wd.}: that the interlyinge were inserted }
79 before thensealing & deliv'd y hereof }

80 John Osburne

Thomas Selby

81 William Robinson

82 John Scurfield /

[ZC-2-1-11C]