



SEAL

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

ZC-2-1-p12

(WRITTEN with MODERN ENGLISH SPELLINGS)

[Writing on Back of Document]

[ZC / 2 / 1 / 12A]

[Below, text written upside down]

[L] Selbye

Jo: Osburns lease's

[fo'] B'nwell Colliery

[lessed] Scotswood

[Leases]. Selbyes

lies of S[cotswood]

[Below, to right, text written Transversely]

13th Oct 1642

Benwell Colliery

to Osborne 1642

In the Exchequer

Sir Edward Swinburne Bar^t.

& others

Ag^t.

William Adair Esq^r. & Camilla

his Wife & others Deft^s

3^d. Feb: 1786

read for the Pl^l. In the above cause

[F]ra: Ingram

12) [Document Number]

[Below, to right, text written Transversely]

Mr William Swinburne

[Line
N^o.]

[DOCUMENT]

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

34,35 (except / ³⁴ before excepted)x unto the said John Osborne his Executor Administrators & assigns From the making & sealing / ³⁵ hereof unto
36 From hence next ensuing & fully to be complete / ³⁶ & ended (If he the said William Swinburne do so long live) **Yielding** and Paying
37,38 / ³⁷ therefore yearly & every year during the said term, At or within the now Dwelling house / ³⁸ of the said John Osborne Gent, situate & being
39,40, in Benwell aforesaid, unto William / ³⁹ Swinburne his assignee & assigns the sum of Forty & Three pounds of lawful money of / ⁴⁰ England, At
41,42 two Days or times in the year (viz 't) At the feast of Philip & Jacob Commonly [Line has holes in] / ^{41,42} Called May Day & the
43 Thirteenth day of October by even & equal portions ^<The first payment thereof to begin at May Day [next Coming]> **And** the said / ⁴³ John
44 Osborne for himself his heirs Executors Administrators & assigns doth Covenant promise & grant by these / ⁴⁴ parties, To & with the said
45 William Swinburne his heirs assignee & assigns, That he the said John / ⁴⁵ Osborne his Executor Administrators & assigns shall & will yearly &
46,47 every year during the said term / ⁴⁶ or other determination thereof well & truly satisfy Content & pay unto the said William Swinburne / ⁴⁷ his
48 assignee or assigns, the foresaid yearly rent of xliiii^P[£43] by the year at the Days & place / ⁴⁸ as in & by these parts is limited & appointed to be
49 paid according to the true intent & / ⁴⁹ meaning of these parties, And also that neither he the said John Osborne his Executor Administrators or
50,51 / ⁵⁰ assigns nor any of them shall at any time or times hereafter during the said term, Dig / ⁵¹ sink rid win work or make any pit or pits within that
52,53 parcel of ground / ⁵² Called Scotswood in the Lordship of Benwell in the said County of Northumberland, / ⁵³ And
[ZC-2-1-12B]

[ZC-2-1-p12C] [Side Two of Document]

54,55 / ⁵⁴ **And** the said William Swinburne for himself his assignee & assigns doth Covenant promise & grant / ⁵⁵ by these presents, To & with the said
56 John Osborne his Executor Administrators & assigns That he the said John / ⁵⁶ Osborne his Executor Administrators & assigns paying the said
57 yearly rent above-mentioned in manner & form / ⁵⁷ aforesaid, shall & may from henceforth For & During all the said term of Six years or other
58,59 / ⁵⁸ determination thereof, by virtue of these parties according to the tenor & true meaning / ⁵⁹ hereof, peaceably & quietly have hold occupy
60 possess & enjoy, all the pre-demised premisses / ⁶⁰ with the appurtenance & every part & parcel thereof without any let trouble denial
61 molestation interruption / ⁶¹ or disturbance of the said William Swinburne his assignee or assigns or any of them, or of any other person or
62,63 / ⁶² persons by his or their means assent [prvity] Consent or procurement./ **Promises** always & it is / ⁶³ nevertheless fully Condescended
64 Concluded & agreed upon by & between the said parties to these parts / ⁶⁴ for them their Executor & Administrators. That if the said John
65,66 Osborne his Executors or Administrators or any of them, be or / ^{66,65} shall be at the end & expiration of the ^<first Three years of the> said term
67 hereby granted, aminded willing or desirous to yield / ⁶⁷ up & give over the said demised premisses with the appurtenance, And upon such his
68,69 or their intent / ⁶⁸ or purpose, do give notice or warning thereof unto the said William Swinburne assignee or assigns / ⁶⁹ by the space of

70 Twelve Months next before the end of the said first three years, And then do / ⁷⁰ satisfy & pay or Cause to be paid unto the said William
71 Swinburne or his assigns all & every such rent / ⁷¹ or rents sum and sums of money as shall then appear to be due owing & arrears for & in
72,73 respect / ⁷² of the said demised premisses, That then this part Indenture of Lease & every Covenant / ⁷³ article & agreement herein Contained
74 shall be utterly void frustrate & of none effect, / ⁷⁴ And then and from thenceforth the said yearly rent above reserved to surcease end & be no
75,76 / ⁷⁵ further Challenged Claimed or Demanded, Any thing aforesaid to be Construed to the / ⁷⁶ Contrary hereof in any wise Notwithstanding: In
77 witness whereof the said parties to these part / ⁷⁷ Indentures Interchangeably have set their hand & seal the Day & year First above written
78 Anno Domini / ⁷⁸ / 1642 /

Signed sealed & delivered } /
in the presence of - - - - } /

[Witnessed] that the interlining were inserted }
before then sealing & delivery hereof }

80 Thomas Selby
81 William Robinson John
82 John Scurfield / Osburne
[ZC-2-1-12C]

(WRITTEN with OLD ENGLISH SPELLINGS)

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[L] Selbye
Jo: Osburns lease's
[fo'] B'nwell coolery
[lessed] Scotswod
[Lees]. Selbyes

[Below, to right, text written Transversely]

lies of S[cotswode]

13th Oct 1642

Benwell Colliery
to Osborne 1642

In the Exchequer
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3^d. Feb: 1786
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[F]ra: Ingram
12) [Document Number]

[Below, to right, text written Transversely]

Mr William Swinbourne

[Line
N^o.]

[DOCUMENT]

1 **This Indenture** made the xiiith day of October, in the xviiith yeare of the Raigne of our
2 Sou'aigne Lord Charles by the grace of God King of England Scotland Franncce & Ireland defender of the
3 faith [&c]: Betweene William Swinborne of Captheaton in the Countie of Northumberland, Esqr: on
4 thone ptie, & John Osborne of Benwell in the Countie of Northumb'land Gent on thother ptie,
5 Witnesseth that the said W^m: 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 vnto the
7 said Jo: Osborne his Ex's: Adm's: & ass's: the full moyetie & one half of all those the said W^m: Swinborn[e]
8 his Colemyne Colepitte & Coles Called & knowne by the name & names of heigh Cole mettle Cole
9 stone Cole & all other Cole or Coles (these excepted ^<the> maine Cole, three quarter Cole Legaire
10 <Cole> <for the vse of the said William his heires and assignes>

11 wh'innes ^ [~~all unknowne Coles~~] ^ W^ch Can shall or may be had sought wonne wrought obtayned
12 p'cured gayned & gotten by any means or p'curem^t forth out & vnder the said W^m: Swinborne his
13 Freehold Lande belonging to himself onely, Scituate lying & being w^hin the towne fieldes –
14 territories p'cincte & bound's of Benwell aforesaid in the said Countie of Northumb'land, –
15 together also w^h the full moyetie & one half of all the high Cole Mettle Cole stone Cole & all –
16 other Cole & Coles (except before excepted) w^ch Can shall or may be had sought wonn wrought
17 obtayned & gotten forth out & vnd'r all those grounds lying in Comon amongst the rest of the
18 Kinge Ten'nte & other Frehold's in Benwell aforesaid, being now vudevided, of w^ch grounde &
19 Comon of grounde he the said Will'm: Swinborne hath a Sixt pte thereof, being late in
20 the tennor & occupacon of Sir Peter Riddell K^{nt}: Dec'd: or his ass: together w^h free lib'ty:
21 to digg sinck rid worke & make pitt & pitte trench & trenches grove & groves & to Drive
22 Drift & Drifte watergaite & watergaites, & watergaites & to Doe & p'forme whatsoev' ells that shalbe
23 needfull necessary fitting & convenient to be made done & wrought aswell for the wyneing
24 obtayneing & getting of Coles as also for th'avoyding & Conveying of water & styth, together
25 w^h sufficient & convenient wayleave groundroome & Heaperoome ^< & Staiethroome> aswell for the setting laying &
26 placeing of [~~crosses out words~~]^<all such> Coles stones sand gravell & other rubbish w^ch shall p'ceed & Come
27 forth & out of the said Colemynes & Colepitte, as for the leading Carrying & Conveying awaie
28 of the same, together w^h free lib'ty: to erecte buyld make place & sett vpp hovelle sheede –
29 mylnes stable lodges & Engine aswell for the setting laying & placeing of the workemen as –
30 workehorses w^ch shalbe vsed & employed in & about the said Colemynes & Colepittes & Coles, / –
31 **To have** & to hould all the said moyetie & one half of the said Colemynes Colepitte & Coles & ev'y
32 of them w^h their appurten'nce & all & singular other the p'miss's above by these pwte demised & graunted
33 or menconed or intended to be demised or graunted & eu'y pte & pcell thereof (except
34 before excepted)x vnto the said Jo: Osborne his Ex'e: Adm's: & ass's: From the making & sealing
35 hereof, vnto the full end & tearme of Six yeares, From hence next ensuing & fully to be compleat
36 & ended (If the said W^m: Swinburne [—] doe so long live) **Yeilding** & paying –
37 therefore yearely & eu'y yeare during the said tearme, Att or w^hin the now dwelling house

38 of the said Jo: Osborne scituate & being in Benwell aforesaid, vnto Will'm: –
39 Swinborne his assignee & ass's: the some of Forty & Three pounce of Lawfull money of –
40 Engla[n]d, Att two D[ai]es or tymes in the yeare (viz 't) – Att the f[reas]t of Phillipp & Ja[] Comon[ly]
41 < the first paym^t thereof to begynne att [May] Day nowe next Comeing>
42 Called May Day & the xiiith Day of October by evan & even & equall porcons.^ **And** the said
43 Jo: Osborne for himself his Ex's: Adm's: & Ass's: doth Coven'te p'misse & graunt by theise
44 pwte, To & wth the said W^m: Swinborne his heires assignee & ass's: That he the said Jo:
45 Osborne his Executo'e Adm's: & ass's: shall & will yearely & eu'y yeare during the said tearme
46 or other Determyacon thereof well & truly satisfie Content & pay vnto the said W^m: Swinborne
47 his assignee or ass's: the foresaid yearely rent of xlili^p by the yeare, att the said Daie & place
48 as in & by theise pwte is lymitted & appointed to be paid according to the true intent & –
49 meaneing of theise pwte, And also that neither he the said Jo: Osborne his Ex'e: Adm's: or
50 ass's: nor any of them, shall att any tyme or tymes hereafter during the said tearme, Digg
51 sinck ridd wyne worke or make any pitt or pitte within that p'cell of ground –
52 Called Scotewood in the Lo'pp: of Benwell in the said Countie of Northumberland. /

53 And

[ZC-2-1-p12B]

[ZC-2-1-p12C] [Side Two of Document]

54 **And** the said Will'm: Swinborne for himself his assignee & ass's: doth Coven't p'misse & graunt
55 by theise pwte, To & wth the said Jo: Osborne his Ex'e Atm's: & ass's: That he the said Jo:
56 Osborne his Ex'e: Ad's: & ass's: paying the said yearely rent abovemenconed in mann'r & forme
57 aforesaid, shall & may from hencefo'th for & during all the said tearme of Six yeares or other
58 determyacon thereof by vertue of these pwte according to the tenno' & true meaning –
59 hereof, peaceably & quietly have hould occupie possesse & enioye, all the p'demised p'misses –
60 wth th'appurten'nce & ev'y pte & p'cell thereof w^{thout} any lett trouble denyall mollestacon interrupcon
61 or disturbance of the said W^m: Swinborne his assignee or ass's or any of them, or of any other pson or

62 psons by his or their means assent p'vity Consent or p'curement./ **Promises** allwaies & it is –
63 Nev'thesse fully Condisceded Concluded & agreed vpon by & betweene the said pties to these pwte
64 for them their Ex'e: and Adm's: That if the said Jo: Osborne his Ex's: or Adm's: or any of them, be or
65 <first three yeare of the>
66 shalbe att th'end & expiracon of the ^ said tearme hereby graunted, amynded willing or desirous to yeild
67 vpp & give over the said demised p'misses wth th'appurten'nce, And vpon such his or their intente –
68 or purpose, doe give notice or warning thereof, vnto the said W^m: Swinborne his assignee or ass's: –
69 by the space of Twelve Monthes next before thend of the said first three yeares, And then doe
70 satisfie & pay or Cause to be paid vnto the said W^m: Swinborne or his ass's: all & ev'y such rent
71 or rente some & somes of money as shall then appeare to be due owing & arreare for & in respecte
72 of the said demised p'misses, That then this pwte Indenture of Lease & ev'y Coven't –
73 article & agreement herein Contayned shalbee vtterly voyd frustraite & of none effect, –
74 And then & from thenceforth the said yearely rent above reserved to surcease end & be noe
75 further Challenged Claymed or Demanded, Any thinge aforesaid to be Construed to the –
76 Contrary hereof in any wise Notwthstanding: In witnes whereof the said pties to these pwte
77 Indent[ures] In[ter]chann[geably] [have sett their] h[ande] & seale [the Day & yeare Firs]t above written, Anno Domini [damage to Doc.]

[] / 1642 /

79 Signed sealed & deliv'ed } /
80 in the pw'ce of []- } /

81 ^{Md}: that the interlyninge were inserted } /
82 before the sealing & deliv'd y hereof } /

83 Thomas Selby
84 William Robinson
85 John Scurfield. /

John
Osburn