

INDENTURE of 5th March 1645, between William SWINBURNE,
Mathew HODSHON and William MILBORNE regarding 3 Year Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

[Writing on Back of Document]

[ZC / 2 / 1 /13A]

Said J Cpey] ar r to be [lyed to] me or any [Le nnrle] [saly fforln] of
[way f p] as is usual in such raised viz [said] every pit so [n cpe s]

Memoranda. It is Agreed upon before the sealing & delivery hereof that the [Claye] of Clearing the
[Colliery] of the Committee is only for the main-coal & main coal top; & that which now Mr Selby
& John Osburne has we are to have after the expiration of their lease paying 10^l p # rent according

To Conditions within expressed

Thomas Werckie

John — Chilton

his mark.

M^e. John: Osburne & [T]. Selby [Based] lar [Coals] . Is and [Car]. 18 [F l ud]. 1642.

Math [Hodshon] x (13 [Document Number]

[Text below is transversely written]

Will. Milburn

to M. Hodshon

[L “] Benwell

& Milburn

5th March 1645

Benwell

Colliery

[Line
N^o.]

[DOCUMENT]
1645.

[ZC / 2 / 1 /13B]

1,2

This Indenture made the Fifth day of March -- in the One and Twentieth year / ² of the Reign of our Sovereign Lord Charles by the grace

3,4 of God King of England Scotland or & / ³ France and Ireland defender of the faith &c: **Between** William Swinburne of Captheaton in / ⁴ the
5 County of Northumberland Esquire on the one party, and Mathew Hodshon of Benwell in the County of / ⁵ Northumberland aforesaid
6 Gentleman, and William Milborne of the Town of Newcastle upon Tyne in the County of the / ⁶ same Town Hostman on the other party,
7 **Witness's** that the said William Swinburne for and in Consideration of / ⁷ the rent hereafter reserved, Has demised granted and to farm let,
8 and by these parties doth demise / ⁸ grant and to farm let, unto the said Mathew Hodshon and William Milborne their Executors
9,10 administrators / ⁹ and assigns, **All** that the said William Swinburne his Sixth part of All those Mines and seams of Coals / ¹⁰ Called and known
11 by what name or names soever belonging and appertaining unto him the said William / ¹¹ William Swinburne, which Can shall or may be had
12 sought won wrought obtained gained procured and / ¹² gotten, Forth and out of those his Mines of Coals lying amongst the Copy-hold Land in
13 Benwell aforesaid in / ¹³ the said County of Northumberland either in Common or in several, Also the half part of ^{<all>} the Coals in
14 Scotswood and / ¹⁴ his Coals under his Several Closes in Benwell aforesaid (excepting such part and parts of these said Coals as John
15,16 / ¹⁵ Osborne has now in his possession) belonging unto the said William Swinburne, Together also with free / ¹⁶ liberty to dig sink rid work and
17 make pit and pits trench and trenches grove and groves, and to / ¹⁷ drive drift and drifts water-gate and water-gates, and to do and performer
18 whatsoever else, that shall be / ¹⁸ needful necessary fitting and Convenient, to be made done and wrought, (as well) for the winning obtaining
19,20 of / ¹⁹ Coals (as also) for the avoiding and Conveying of water and Styth, together w^t sufficient and Convenient Way-leave / ²⁰ ground-room
21 and heap-room, (as well) for the laying and placing of all such Coals stones sand gravel and other rubbish / ²¹ which shall proceed and Come
22 forth and out of the said Coal-mines and seams of Coals above mentioned (as also) for the / ²² loading Carrying and Conveying of the same
23 over along and through the land and ground of him the said, / ²³ William Swinburne the nearest and most Convenient way or ways towards the
24 River of Tyne, Together with / ²⁴ sufficient staith leave and all staith rooms at Scotswood in the County of Northumberland aforesaid, for such
25,26 Coals / ²⁵ of such as shall [be] wrought and gotten forth of the grounds of him the said William Swinburne, together with free / ²⁶ leave and
27 liberty to erect build make and sett up hovels shed [milnes] stables lodges and engines within the / ²⁷ foresaid grounds (as well) for the setting
28 laying and placing of workmen as workhorses, which shall be used / ²⁸ and employed in and about the said Coal-mines and Coal-works./ **To**
29 **have and to hold** All the said / ²⁹ Coal-mines Coal-pit and Coals above mentioned and every of them with Their appurtenances, and all and
30 singular other the / ³⁰ premisses above by these parties demised and granted, or mentioned or intended to be demised or granted, and every
31,32 / ³¹ part and parcel thereof, unto the said Mathew Hodshon and William Milborne their Executors administrators and / ³² assigns, From the
33 feast of St: Martin the Bishop in Winter now last past before the Date hereof, unto the / ³³ full end and term of Three years, From thence next
34 ensuing and fully to be Complete and ended. **Yielding** / ³⁴ and paying quarterly and every quarter during the said term accounting Three
35 months to the quarter, unto / ³⁵ the said William Swinburne his heirs Executors or assigns, For every Ton of Coals which shall be won wrought

36,37 / ³⁶ and gotten forth and out of the said demised premisses accounting Forty Fothers to a Ton, every Fothers Containing / ³⁷ Seven Bolls at
38 the Staith Newcastle upon Tyne usual Coal measure, the some of Ten shilling p Ton of / ³⁸ lawful money of England, **And if** it shall happen the
39 foresaid rent above reserved to be behind and unpaid / ³⁹ in part or in all over or after any of the said day or times above limited in which the
40 same ought to be paid, by the space / ⁴⁰ of Fourteen days the same being lawfully demanded, That then it shall and may be lawful to and for
41 the said William / ⁴¹ Swinburne his heirs Executors and administrators, into and upon all the Coals which shall be won wrought and gotten
42 forth and out of / ⁴² the said demised premisses to enter and destroy, and the distress and distresses there found the same to take load and
43,44 Carry / ⁴³ every part and [parcel] thereof together or with the arr[damage to Doc.], if any such be, be [fully] satisfied Contented and / ⁴⁴ paid. /
45 **And if** it shall happen that no sufficient distress or distresses Can or may be found within or upon / ⁴⁵ the said demised premisses answerable
46 to the said rent above mentioned, where upon the said rent may be levied / ⁴⁶ in manner aforesaid, That then it shall and may be lawful to and
47 for the said William Swinburne his heirs / ⁴⁷ Executors and assigns, into all and singular the said demised premisses with appurtenances and
48 every part and parcel thereof / ⁴⁸ wholly to re-enter retain repossess have again and re-enjoy, as in his and their first and former estate, and
49 the said / ⁴⁹ Mathew Hodshon and William Milborne and either of them and the Executors administrators and assigns of them and either of
50,51 / ⁵⁰ them, thereof and there-from utterly to expel put out and amove, any thing aforesaid or here upon to be Construed / ⁵¹ to the Contrary
52 hereof in any wise notwithstanding./ **And the said** Mathew Hodshon and William Milborne / ⁵² for them selves their Executors administrators
53 and assigns, Do Covenant promises and grant by these parties, To and / ⁵³ with the said William Swinburne his heirs Executors and
54 administrators, That they the said Mathew Hodshon or / ⁵⁴ William Milborne their Executors administrators or assigns or some of them, shall at
55 the end and expiration of every Three / ⁵⁵ months during the said term, Come to a [just] and true account and reckoning to and with the said
56 William / ⁵⁶ Swinburne his heirs Executors or assigns, what numbers and quantities of Coals as are won wrought and gotten forth

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1 / ¹ and out of the said demised premisses, and at the end and expiration of every Three months, they the said Mathew Hodshon / ² and
2,3 William Milborne their Executors administrators or assigns, shall satisfy Content and paid, or Cause to be paid / ³ unto the said William
4 Swinburne his heirs Executors or assigns, All and every such sum and sums of money / ⁴ after the rate and price above mentioned as shall
5 then appear to be due unto him or them for and in respect of / ⁵ the Coals which shall be then won wrought and gotten forth and out of the
6 said demised premisses in several or in / ⁶ Common without further drift or delay, **And also** that the said Mathew Hodshon and William
7,8 Milborne / ⁷ their Executors or administrators, shall duly pay, unto the said William Swinburne his heirs or assigns, the rent / ⁸ of Ten shillings

9 of lawful English money for every Ten of Coals which shall be won wrought and gotten out of the said / ⁹ Demised premisses unto the said
10 William Swinburne his heirs Executors or administrators in manner and form aforesaid / ¹⁰ and shall take such Course which the Committee
11 for the County of Northumberland, That he said rent of Ten shillings / ¹¹ p Ton Come Clear and freely unto the said William Swinburne his heirs
12 Executors or assigns without any Charge / ¹² to be imposed upon the said rent, and without any encumbrance or Cost whatsoever (except
13 general Ceases)(if any / ¹³ be laid upon the whole Colliery of Benwell, and then if any such be it is bare according to a Sixth part through
14,15 / ¹⁴ the whole Lordship of Benwell aforesaid./ **And the said** William Swinburne for himself his heirs Executors / ¹⁵ administrators and assigns,
16 doth Covenant promises and grant by these parties, To and with the said Mathew Hodshon / ¹⁶ and William Milborne their Executors
17 administrators and assigns, That if the said Mathew Hodshon or William / ¹⁷ Milborne their Executors administrators or assigns or any of them,
18 have at the end and expiration of the said term of / ¹⁸ Three years, since any pit or pits within the said demised premisses ready Convenient
19 and profitable for working of Coals / ¹⁹ wherein or whereat the said Mathew Hodshon and William Milborne their Executors or assigns shall at
20,21 the end / ²⁰ of the foresaid term, either Content and pay, or Cause to be repaid, unto the said Mathew Hodshon or William / ²¹ Milborne their
22 Executors or all and every such sum and sums of money, as they the said Mathew Hodshon / ²² and William Milborne their Executors or
23 administrators have defrayed disbursed or laid forth For about touching and / ²³ Concerning the winning working gaining and getting of the
24 same pit or pits trench or trenches or the driving of / ²⁴ any drift or drifts any manner of way howsoever, ([Or] otherwise) shall permit and suffer
25 them the said Mathew / ²⁵ Hodshon and William Milborne their Executors administrators and assigns, in the year next following after the end
of
26,27 the / ²⁶ said term hereby granted, to win work obtain and get forth and out of the said demised premisses, such and so / ²⁷ many Coals at the
28 rate and price above mentioned, as will amount unto and Counterpart the Charges expenses / ²⁸ and sums of money, which shall be so
29 expended disbursed or laid forth in and about the winning working gaining / ²⁹ and getting of such pit or pits any manner of way howsoever,
30 without any let stop trouble hindrance or [any] / ³⁰ molestation of the said William Swinburne his heirs Executors or assigns or any of them, or
31 of any other person or persons / ³¹ whatsoever, Claiming by From or under him or them or any of them, **And also** that he the said William
32,33 Swinburne / ³² his heirs Executors and administrators, shall pay and discharge or Cause to be paid and discharged, All Ceasement / ³³ which
34 the said demised premisses shall be justly and equally Charged with all during the said term hereby granted / ³⁴ and thereof and of every part
35 and parcel thereof, shall Clearly acquit and discharge the said Mathew Hodshon and William / ³⁵ Milborne their Executors and administrators
36 and likewise the said demised premisses and every of them, **And further** / ³⁶ that they the said Mathew Hodshon and William Milborne their
37 Executors administrators and assigns, shall and may / ³⁷ From henceforth for and during all the said term of Three years by virtue of these
38 parties, according to the / ³⁸ tenor and true meaning hereof, peaceably and quietly have hold occupy enter into possess and enjoy, All the

39,40 / ³⁹ premised premisses with appurtenances above by these parties demised and granted or mentioned or intended to be / ⁴⁰ demised or
 41 granted and every part and parcel hereof (except before excepted) without any let trouble denial / ⁴¹ Molestation interruption or disturbance of
 42 the said William Swinburne his heirs Executors administrators or / ⁴² assigns or any of them, or any other person or persons having or lawfully
 43 Claiming any right title or / ⁴³ interest in or to the premisses above mentioned or any part or parcel thereof, in by from or under his or their or
 44,45 any / ⁴⁴ of their right title interest means Cause Consent or procurement./ **In witness** whereof the said parties to / ⁴⁵ these part Indentures
 46 Interchangeably have set their hand and seals the day and year first above written. / ⁴⁶ Anno Domini / 1545 /
 47 Signed sealed and delivered
 48 in [the] part of [-ø|\\|\\|\\|\\] .
 49 Thomas Werckie
 50 John |— Chilton
 51 his mark.

(WRITTEN with OLD ENGLISH SPELLINGS)

[Writing on Back of Document]

[ZC / 2 / 1 / 13A]

[sd] J Cpey] ar r to be [lyed to] me or any [Le nnrle] [saly fforln] of
 [way f p] As is vsuall in such rased viz [sd] every pit so [n cpe s]

Memord. It is Agreed vpon before the sealeing & deliveray hearof that the Claye of Cleareing the
 [Colyeaie] of the Committe is only for the mainecoll & maine coll topp; & that w^{ch} now m' selby
 & John osburne hath wee are to have after the experecion of ther lease paying 10^l p # rent according

To Condictions w^{hin} expressed

Thomas werckie

John |— Chilton

his mark.

M^e. Jo : Osb & [T]. Selby [Bases] lar [Coles] . Is and [Car]. 18 [F l ud]. 1642.

Math H[o]dsh[] x

(13 [Document Number]

[Text below is transversely written]

Will. Milburn
[L “] Benwell

to M. Hodshon
& Milburn

5th March 1645

Benwell
Colliery

[Line
N^o.]

[DOCUMENT]

1645.

[ZC / 2 / 1 /13B]

1 **This Indenture made** the Fift day of march – – in the One and Twentieth yeare –
2 of the Raigne of our Sou'aigine Lord Charles by the grace of God Kinge of England Scotland or &
3 Franncce and Ireland defender of the faieth &c: **Betweene** William Swinborne of Captheaton in
4 the Countie of Northumberland Esquire on thone ptie, and Mathew Hodshon of Benwell in the Countie of
5 Northumberland aforesaid Gontleman, and William Milborne of the Towne of Newcastle vpon Tyne in the Countie of the
6 same Towne Hostman on thother ptie, **Witnesseth** that the said William Swinborne for and in Consideracon of
7 the rent hereafter reserved, Hath demised graunted and to farme letten, and by theise pwtes doth demise –
8 graunt and to farme lett, vnto the said Mathew Hodshon and William Milborne theare Execato's administrato's
9 and assignes, **All** that the said William Swinborne his Sixt pte of All those Mynes and seames of Coles –
10 Called and knowne by what name or names soeuer belonging and apptayneing vnto him the said William –
11 William Swinborne, w^{ch} Cann shall or maie be hadd sought wonn wrought obtayned gayned procured and –
12 gotten, Forth and out of those his Mynes of Coles lying amongst the Coppie hould Lande in Benwell aforesaid in –
13 the said Countie of Northumberland either in Com'on or in se'v'all, Also the half pte of ^<all> the Coles in Scotewood and –
14 his Coles vnder his Se'v'all Closes in Benwell aforesaid (excepting such pte and ptes of theise said Coles as John –
15 Osborne hath nowe in his possession) belonging vnto the said William Swinborne, Together also w^t free –
16 libertie to digg sincke ridd worke and make pitt and pittes trench and trenches grove and groves, and to –
17 drive drifte and driftes watergaite and watergaites, and to doe and p'forme whatsoever ells, that shall be –
18 needefull necessarie fitting and Convenient, to be made done and wrought, (aswell) for the wyneing obtayneing of
19 Coles (as also) for the avoyding and Conveying of water and Styth, together w^t sufficient and Convenient Wayleave

20 groundroome and heaperooke, (aswell) for the laying and placeing of all such Coles stones sand gravell and other rubbishe
21 w^{ch} shall proceed and Come forth and out of the said Colemynes and seames of Coles above [monconed] (as also) for the –
22 loading Carrying and Conveying of the same over along and throughe the lande and grounde of him the said, –
23 William Swinborne the nearest and moste Convenient waie or waies towards the Ryver of Tyne, Together w^h –
24 sufficient staieth leave and [^]<all> staieth roomes att Scotewood in the Countie of Northumberland aforesaid, for such Coles –
25 of such as shall [be] wrought and gotten forth of the [gr]oundse of him the said William Swinborne, together w^f free –
26 leave and libertie to erecte buyld make and sett upp hovells sheede mylnes stables lodges and engynes w^{hin} the
27 foresaid grounds (aswell) for the setting laying and placeing of workemen as workehouses, w^{ch} shall be vsed –
28 and ymployed in and about the said Colemynes and Coleworkes./ **To have and to houlde** All the said –
29 Colemynes Colepitte and Coles above menconed and ev'y of them w^h Theare apperten'nces, and all and sing'lar other the
30 p'misses above by these pwtes demised and graunted, or menconed or intended to be demised or graunted, and ev'y
31 pte and pcell theareof, vnto the said Mathew Hodshon and William Milborne theare Executo's administrato's and –
32 assignes, From the feast of St: Martine the Bushopp in Winter nowe last past before the Date heareof, vnto the –
33 full end and tearme of Three yeares, From thence next ensewing and fully to be Compleate and ended. **Yeilding**
34 and paying quarterly and ev'y quarter during the said tearme accompting Three monethes to the quarter, vnto –
35 the said William Swinborne his heires Executo's or assignes, For ev'y Tonn of Coles w^{ch} shall be wonne wrought –
36 and gotten forth and out of the said demised p'misses accompting Fortie Fouthers to a Tonn, ev'y Feathers Contayneing
37 Seaven Bowles att the Staieth Newcastle vpon Tyne vsuall Cole measure, the some of Tenn shillinge p Tonn of
38 lawfull money of England, **And if** it shall happen the foresaid rent above reserved to be behind and vnpaid –
39 in pte or in all over or after any of the said daies or tymes above lymitted in w^{ch} the same ought to be paid, by the space
40 of Fourteene daies the same being lawfully demaunded, That then it shall and maie be lawfull to and for the said William –
41 Swinborne his heires Executo's and administrato's, into and vpon all the Coles w^{ch} shall be wonn wrought and gotten forth and out of –
42 the said demised p'misses to enter and distroyue, and the distresse and distresses theare found the same to take load and Carry –
43 ev'y pte and pce[ll] theareof together or w^h the arr[damage to Doc.], if any such be, be fu[lly] satisfied Conte[n]ted and –
44 paid. / **And if** it shall happen that no sufficient distresse or distresses Cann or maie be found w^{hin} or vpon
45 the said demised p'misses annswerable to the said rent above menconed, wheare vpon the said rent maie be leaveyed –
46 in manner aforesaid, That then it shall and maie be lawfull to and for the said William Swinborne his heires –

47 Executo's and assignes, into all and singuler the said demised p'misses wth apperten'nces and ev'y pte and pcell theareof
48 wholie to reenter retaine repossesse have againe and reenioye, as in his and theare firste and former estate, and the said
49 Mathew Hodshon and William Milborne and either of them and the Executo's administrato's and assignes of them and either of
50 them, theareof and thearefrom vtterly to expell putt out and amove, any thinge aforesaid or heare vpon to be Construed –
51 to the Contrary heareof in any wise notwthstanding./ **And the saide** Mathew Hodshon and William Milborne
52 for them selves theare Executo's administrato's and assignes, Doe Coven'nte promisse and graunt by theise pwtes, To and
53 wth the said William Swinborne his heires Executo's and administrato's, That they the said Mathew Hodshon or –
54 William Milborne theare Executo's administrato's or assignes or some of them, shall att th'end and expiracon of ev'y Three
55 monethes during the said tearme, Come to a [iuste] and true acconpter and reckoning to and wth the said William –
56 Swinborne his heires Executo's or assignes, what numbers and quantities of Coles as are wonn wrought and gotten forth

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1 and out of the said demised p'misses, and att thend and expiracon of ev'y Three monethes, they the said Mathew Hodshon –
2 and William Milborne theare Executo's administrato's or assignes, shall satisfye Contente and paid, or Cause to be paied –
3 vnto the said William Swinborne his heires Executo's or assignes, All and ev'y such some and somes of money –
4 after the raite and price above menconed as shall then appeare to be dew vnto him or them for and in respecte of –
5 the Coles w^{ch} shall be then wonn wrought and gotten forth and out of the said demised p'misses in sev'all or in –
6 Comon wthhout further drift or delaie, **And also** that the said Mathew Hodshon and William Milborne –
7 theare Executo's or administrato's, shall dewlie paie, vnto the said William Swinborne his heires or assignes, the rent
8 of Tenn shillinge of lawfull English money for ev'y Tenn of Coles w^{ch} shall be wonn wrought and gotten out of the said –
9 Demised p'misses vnto the said William Swinborne his heires Executo's or administrato's in manner and forme aforesaid
10 and shall take such Course wth the Comittee for the Countie of Northumberland, That he said rent of Tenn shillinge –
11 p Tonn Come Cleare and freely vnto the said William Swinborne his heires Executo's or assignes wthout any Charge
12 to be ymposed vpon the said rent, and wthout any incombrance or Cost whatsoever (excepte gen'all Cesses)(if any
13 be laid vpon the whole Colyerie of Benwell, and then if any such be it is beare according to a Sixt pte throughe –
14 the whole Lordshipp of Benwell aforesaid./ **And the saide** William Swinborne for himself his heires Executo's

15 administrato's and assignes, doth Coven'nte promisse and graunt by these pwtes, To and w^t the said Mathew Hodshon –
16 and William Milborne theare Executo's administrato's and assignes, That if the said Mathew Hodshon or William –
17 Milborne theare Executo's administrato's or assignes or any of them, have att t'end and expiracon of the said tearme of –
18 Three yeares, sincke any pitt or pitte w^hin the said demised p'misses readie Convenient and profittable for working of Coles
19 whearein or wheareatt the said Mathew Hodshon and William Milborne theare Executo's or assignes shall att thend –
20 of the foresaid tearme, either Contente and paie, or Cause to be repaied, vnto the said Mathew Hodshon or William –
21 Milborne theare Executo's or all and ev'y such some and somes of money, as they the said Mathew Hodshon –
22 and William Milborne theare Executo's or administrato's have defrayed disbursed or laid forth For about touching and –
23 Conserneing the wyneing working gayneing and getting of the same pitt or pitte trenche or trenches or the driveing of –
24 any drifte or driftes any manner of waie howsoever, ([Or] otherwise) shall pmitt and suffer them the said Mathew –
25 Hodshon and William Milborne theare Executo's administrato's and assignes, in the yeare next following after thend of the
26 said tearme heareby graunted, to wynn worke obtayne and gett forth and out of the said demised p'misses, such and so –
27 maney Coles att the raite and price above men'coned, as will amount vnto and Counterparte the Charges expences –
28 and somes of money, w^ch shall be so expended disbursed or laid forth in and about the wynneing working gayneing –
29 and getting of such pitt or pitte any manner of waie howsoever, w^thout any lett stopp trouble hinderance or [eney]
30 mollestacon of the said William Swinborne his heires Executo's or assignes or any of them, or of any other pson or psons –
31 whatsoever, Claymeing by From or vnder him or them or any of them, **And also** that he the said William Swinborne
32 his heires Executo's and administrato's, shall paie and discharge or Cause to be paid and discharged, All Cessemente
33 w^ch the said demised p'misses shall be uistly and equally Charged w^thall during the said tearme heareby graunted
34 and theareof and of ev'y pte and pcell theareof, shall Clearly acquite and discharge the said Mathew Hodshon and William
35 Milborne theare Executo's and administrato's and likewise the said demised p'misses and ev'y of them, **And further**
36 that they the said Mathew Hodshon and William Milborne theare Executo's administrato's and assignes, shall and maie –
37 From henceforth for and during all the said tearme of Three yeares by vertue of these pwtes, according to the
38 tenor and true meaneing heareof, peaceably and quietly have hould occupie enter into possess and einoye, All the
39 p'demised p'misses w^h apperten'nces above by these pwtes demised and graunted or menconed or intended to be
40 demised or graunted and ev'y pte and pcell heareof (excepte before excepted) w^thout any lett trouble denyall
41 Mollestacon interrupcon or disturbanne of the said William Swinborne his heires Executo's administrato's or –

42 assigns or any of them, or any other p'son or p'sons having or lawfully Claymeing any right tyle or –
43 intreste in or to the p'misses above menconed or any pte or pcell theareof, in by from or vnder his or theare or any
44 of theare right tyle intrest meanes Cause Consent or procurement./ **In witness** wheareof the said pties to –
45 these pwte Indentures Interchanngeably have sett th[eare] hande and seales the daie and yeare first above written. –

46 Anno D'ni / 1645 /

47 Signed sealed and deliv'ed

48 in he pwte of [e|llllll] .:/

49 Thomas werckie

50 John |– Chilton

His mark.

[ZC-2-1-p13c]