



BENWELL PAPERS – Copy of INDENTURE of 13th June 1657, ZC-2-1-p15
between Francis GODFREY and William MILBOURNE,
regarding William & Thomas MILBOURNE & Matthew HODSHON'S Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

	<p><u>[Writing on Back of Document]</u> [ZC-2-1-p15]</p> <p><u>[Cover]</u> 13 June 1657 – Benwell Counterpart of Bond Lease to W^m. Milbourne Benwell</p> <p>15 [Document Number] Benwell in M^r. Godfreys time</p>		
[Line N ^o .]	<u>[DOCUMENT]</u>	[ZC-2-1-p15a]	[ZC-2-1-p15b]
1,2 3 4 5 6 7 8 9	<p>This Indenture made thirteenth – – day of June in the year of our[e] lord God according to the Computation of the Church of England / ² 1657 Between Francis Godfrey of Hurst in the County of Barks [E]sq^r on the one part And William Milbourne of the town and County of / ³ Newcastle upon Tyne gent on the other part Witness's That the said [] Francis Godfrey for and in Consideration of the yearly rent hereafter / ⁴ reserved has demised granted and to Farm Let And by these present doth demise grant and to Farm-let unto the said William Millborne / ⁵ his executors Administrators and assigns All those Two Farms belonging [J]ohn Swinburne Esq^r [an Infant] situated Lying and being which in the fields / ⁶ territory and [precinct] of Benwell in the County of Northumberland now or [][L]ate in the tenure and occupation of the said William Milbourne Matthew / ⁷ Hodshon and Thomas Milbourne or there assign Together with all and sin[gul]er house edifice building Barn Byere stable Gardeny-orchard land arable / ⁸ Meadow Pasture Common of Pasture way-leave staith room way [leaves] water-gates profit Commodities and appurtenance whatsoever to the said two [F] / ⁹ Farm Belonging or heretofore taken reputed or known to be part parcel or []</p>		

10 [m]ember thereof or belonging there unto To have and to hold the said two farm / ¹⁰ in Benwell aforesaid with their and every of there
11 appurtenance to him [the] said William Milbourne his executors administrators and assign from the first / ¹¹ day of May last past before the
date
12 hereof for and during the term of six [] years from thenceforth next Ensuing fully to be Complete ended and run / ¹² yielding and paying
13 therefore yearly and every year during the said [term] unto the said Franc[is] Godfrey his executors Administrators and assign the / ¹³ Sum of
14 Forty pounds good and lawful money of England at four [time] or term in the year (that is to say) at Xmas ~~next after the date~~ / ¹⁴ Martinmas
Candlemas and the first day of May of every of the said [years] respectively by even and equal portions the first payment to begin at [which]
15 / ¹⁵ Lammas next after the date hereof And if it shall happen the said [Annual] rent or any part thereof to be behind and unpaid at any of the
16 said / ¹⁶ feast at which the same ought to be paid or which in fourteen days next [after] that then it shall and may be Lawful to and for the said
17 Francis Godfrey / ¹⁷ his executor administrators and assign in to the said Land and grounds to []or and distrains and the distress and distress
18 there found to take lead [they drive] / ¹⁸ and carry away and the same to sell to pay the said annual rent with the arrears[there] of (if any so) [or
19 the said] Francis Godfrey his executors administrators and / ¹⁹ assign And if no sufficient distress or distresses be to be found upon the
20 [presents] that then the said Francis Godfrey his executor administrators ^<and> assign into the / ²⁰ said Land and ground shall re-enter and
21 the same re-possess as on his [former] estate any thing [herein] Contained to the Contrary notwithstanding and the / ²¹ said Francis Godfrey
doth by these present for himself his executors administrators and assign Covent promise and grant to and with the said ~~Francis Godfrey~~
22 / ²² ~~doth~~, William Milbourne his executors administrators and assign that he [the] said William Milbourne his executors administrators and
23 assigns shall and m / ²³ may during the term above said – – peaceable and quietly have hold [occupy] possess and rnoy the said two Farm in
24 Benwell aforesaid free and [h]is / ²⁴ Charged from all trouble hindrance and molestation of him the said [Francis] Godfrey his executors
25 administrators or assign or any other person or person lawfully / ²⁵ Claiming by from or under him or by his mean [private] or procurement and
26 also allow or cause to be allowed to the said (William Milbourne his executor administrators / ²⁶ and assign at such ceasement and tax as
shall
27 by ticket be imposed upon the premiss ~~by the state~~ and also such 'out rent and tithes as are accustomed to be / ²⁷ paid and at the end
and expiration of the term above said it shall be [lawful] by virtue these present to and for the said William Milbourne his executors
28 / ²⁸ administrators and assign to have ~~and~~ to be ^<and [caey] away> [his] way going Crop of Corn which shall then be growing renewing and
29 be upon the land and ground belong- / ²⁹ ing to the said two Farm And the said William Milbourne doth by the present for himself his executors
30 administrator and assign Covent promise / ³⁰ and grant to and with the said Francis Godfrey his executors administrators and assigns that he
31 the said William Milbourne his executors administrators / ³¹ and assign shall and will peaceably and quietly yield and deliver up at the end and
32 expiration of the said term the possession of the said two Farm in / ³² Benwell aforesaid to the said Francis Godfrey his executors

33	administrator[s] or assign and also will leave the house hedge and Fence belonging to the / ³³ same in good and sufficient repair In witness
34	whereof the party to these present have interchangeable set their hand and seal the day and year / ³⁴ above written <u>1657</u> --
35	Signed sealed and delivered
36	in the presence of us / Thomas Wigham Will [Seal] Milbourne
37	mark
38	XXXXXXXXXX Tawen 3 [Q]uarte John Carre
	[ZC-2-1-p15b]

(WRITTEN with OLD ENGLISH SPELLINGS)

<u>[Writing on Back of Document]</u>	[ZC-2-1-p15]
<u>[Cover]</u> 13 June 1657 –	
Benwell Counterparte	
of Bond Lease	
to W ^m . Milbwrne	
Benwell	
15 [Document Number]	
Benwell	
in M ^r . Godfreys time	

[Line N ^o .]	<u>[DOCUMENT]</u>	[ZC-2-1-p15a]	[ZC-2-1-p15b]
1	This Indenture made thirteth -- day of Jane in the yeare of our[e] lord God according to the Computacon of the Church of England		
2	1657 Betweene Francie Godfrey of Hurst in the Countye of Barks e[] sq ^r on the one part And William Milborn of the towne and Countie of		
3	Newcastle vpon Tyne gent on the other parte Witnesseth That the said [] Francie Godfrey for and in Consieracon of the yearelie rent hereafter		
4	reserved Hath demised granted and to Forme Letten And by these prese[]nte doth demise grant and to Farmelett vnto the said William Millburne		
5	his executors Administrators and assignes All those Tow Farmes blonging [J]ohn Swinburne esq ^r an [I]nfant scituate Lying and being wich in the feildes		
6	territorye and p'scncte of Benwell in the Countie of northumberland now or []ate in the tenour and occupacon of the said William Milburne		

	Mathew
7	Hodshon and Thoma[s] Milburne or there assigns Together with all and sin[]er houses edffice buldinge Barne Byere stable Gardeniorchard land arrable
8	Meadowe Pasture Comon of Pasture wayeleave staith roome waye [s] watergates profite Comodities and appurtenance w ¹ soev'r to the said tow [F]
9	Farme Belonging or heretofore taken reputed or knowen to be pt ptell or [] nember thereof or belonging there vnto To have and to hold the said towfarme
10	in Benwell aforesaid with thiere and every of there appertenance to him th[] said William Milborne his executors administrators and assigne from the first
11	daye of Maye last past before the date hereof for and during the terme of six [] yeares from thenceforth next Ensuing fully to be Compleat ended and run
12	yealding and paying thirefore yearelye and every yeare during the said tea[r]me vnto the said France Godfrey his executors Administrators and assigne thee
13	Sume of Fortye pounds good and lawefull money of England att fower tym[e]e or tearme in the yeare (that is to saye) att Xamas next after the daite
14	Martinmus Candlemus and the first daye of maye of every of the said yea[r]es respectively by even and equall porcons the first payment to begin att [which] [Smudged out]
15	Lam'as next after the daite heareof And if it shall happen the said Ann[]all rent or any part thereof to be behind and unpayed att any of the said
16	feaste att which the same ought to be paid or wich in fowerteene dayes next []ter that then it shall and may be Lawfull to and for the said Francis Godfreye
17	his executor administrators and assigne in to the said Lande and grounds to []or and distraines and the distresse and distresse there found to teake lead [t heydrive]
18	and carryaway and the same to sell to pay the said annuall rent with the arrear[]ere of (if any so) [or the said] Francie Godfrey his executors administrators and
19	assigne And if no sufficient distresse or distresses be to be found vpon the pre[s]nte that then the said Francie Godfrey his executor administrators ^<and> assigne into the
20	said Lande and grounde shall reenter and the same re possesse as on his fo[r]mer esstate any thing [h]erein Contained to the Contrary notwithstanding and the
21	said Francie Godfrey doth by these present for himselfe his executors adminis[]trators and assigne Covent promise and grant to and with the said Francie Godfrey
22	doth , William Milbourne his executors administrators and assigne that he th[]e said William Milbourn his executors administrators and assignes

shall and m
23 maye during the tearme abovesaid -- peaceably and quietly have hold o[c]cupie possess and inoy the said tow Forme in Benwell aforesaid
free and his
24 Charged from all truble hindance and molestacon of him the said Fr[a]ncie God[f]rey his executors administrators or assigne or any other p'son
or p'son lawfully
25 Clayming by from or vnder him or by his meane privity or pcuremt and a[]lso allowe or cuse to be allowed to the said (William Milburn his
executor administrators
26 and assigne att such sesmt and taxe as shall by tickitt be imposed vpon the pr'm[]isse ~~by the state~~ and alsoe such 'out rent and tythe rents as
are accustomed to bee
27 payed and att the end and expiracon of the tearme above said it shall be lawe[]ful by vertue these p'sente to and for the said William Milburne
his executors
28 administrators and assigne to have ~~and~~ to be ^<and [caey] away> [hise] way going Cropp of Corne w[]hich shall then be growing renewing and
be vpon the land and ground belong-
29 ing to the said tow Farme And the said William Milburn doth by the p'[]sente for himselfe his executors administrator and assigne Covent
promisse
30 and grant to and with the said Francie Godfrey his executors administrato[]rs and assignes that he the said William Milburn his executors
administrators
31 and assigne shal and will peacably and quetlie yeald and delever vp att the [] end and expiracon of the said tearme the possession of the said
tow Farme in
32 Benwell aforesaid to the said Francie Godfrey his executors administrator[s] or assigne and allso will leave the house hedge and Fence
belonging to the
33 same in good and suffocient repare In witnes wherof the ptie to these pre[]sente have interchangable sette there hand and seale the day and
yeare
34 above written 1657 --
35 Signed sealed and delivered
36 in the p'sence of vs / Thomas Wigham Will [Seal] Milbourne
37 m'ke.
38 ~~XXXXXXXXXX~~ Tawen 3 [Q]uarte John Carre
[ZC-2-1-p15b]