



Seal

BENWELL PAPERS

ZC-2-1-p16

Copy of INDENTURE of 22th Jan 1660, between William SWINBURNE, Sir
John SWINBURNE, and Robert SHAFTOE, regarding Colliery and
Sale of two Farms & the MILBORNES & HODSHON's Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

[Writing on Back of Document]

[ZC-2-1-p16]

[Cover] 22 January 1660

Signed sealed and delivered

In the presence of Us

Wm Swinburn

Bartram Shafto

John Thompson

Tho: Wak

Robert Wallis

John P[wtte]son

Tho Mathew

[Below text written transversely]

In the Exchequer

26th. January 1786

Sir Edwerd Swinburne

Ag^t.

Adair & Wife & others

read in Evidence for the Plt^s.

in the above cause

Fra. Ingram.

Swinburne

Md That before the sealing & devilry hereof[lis] agreed between [the]
parties to these present that the rent in these presents mentioned to be reserved
upon ye Lease to be made of the Coal Staiths within [mentioned] Shall
not begun to be made until ye first of ye feast within –
mentioned which shall first and next happen after [the]
making of [the] same Lease [aust] thing herein [ed]
to the [southary notice [Estandinge] Robert Shafto

S^r. John Swinburne

[Below text written upside down]

22^d. January 1660

articles for

Sale to Shaftoe of 2

farms reserving the

Collierys – in 1660 –

| [Line N ^o .] | [DOCUMENT] | [ZC-2-1-p16Ba] | [ZC-2-1-p16Bb] |
|---|---|----------------|----------------|
| 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 | <p>Articles of Agreement Indented made Concluded and Agreed upon the two & twentieth Day of January In the Twelfth year of the Reign of our Sovereign Lord Charles the Second by the / ² Grace of God of England Scotland France and Ireland King Defender of the Faith. Between William Swinbourne of Hallywell in the County of Durham Esquire and / ³ S^r: John Swinbourne of Capheaton in the County of Northumberland Baronet, of the one part, And Robert Shaftoe the younger of Benwell in the County of Northumberland # # / ⁴ Gentleman of the other part are as Follows :- / viz. / ⁵ Inprimih the said William Swinbourne ^<doth> by and with the Consent of the said S^r: John Swinbourne testified by his being made party to these presents # # for and upon the Consideration here after in these / ⁶ present mentioned and Expressed for himself his heirs Executors and Administrators and every of them Covenant grant promise and agree to and with the said Robert Shaftoe party to these present his heirs / ⁷ Executors and Administrators and every of them. In manner and form following (that is to say) that the said S^r John Swinbourne of Capheaton in the said County of Northumberland Baronet shall and will / ⁸ from time to time and at all times from and after such time as he the said S^r: John shall Attain and Come to the full age of One and Twenty years upon three Months notice in writing to be left at Halliwell – # / ⁹ aforesaid with any Inhabitant or Servant there. And at the reasonable costs and Charges in the Law of him the said Robert Shaftoe his heirs or Assigns or any of them well and Sufficiently Grant Convey / ¹⁰ and Assure unto the said Robert Shaftoe his heirs and Assigns for Ever to and for his and their own Proper Use and behove for ever Else those two Free hold Messuages Tenements and Farm holds Commonly / ¹¹ called or known by the name of Swinborne Farms with all and every the houses Lands Grounds Wastes Commons Staiths way-leaves Fishings Fishing places rights Members Hereditaments and Appurtenances – – / ¹² Whatsoever the there unto belonging or in any wise Appertaining (the Coal-mines Colliery and Scains of Coals within and Under the same with Liberty to sink Pits and Convenient Heap-room there – / ¹³ only excepted) Situate lying and being in Benwell aforesaid in the said County of Northumberland now in the Several Tenure Possessions or Occupations of William Milborne Thomas Milborne – / ¹⁴ and Matthew Hodshon. Be it by Deed or Deeds indented Enrolled or not Enrolled Fine or Fines with Proclamation or without Deed or Deeds of Fiefment to be Executed with Livery and size in Common – – / ¹⁵ Recovery or Recoveries with Single or Double Voucher or Vouchers Release Confirmation or other wise by such other good and Sufficient Conveyances or Assurances in the Law as by the said Robert / ¹⁶ Shaftoe his heirs or Assigns or any of them or by her their any of their Counsel Learned in the Law shall be reasonably advised Devised or required with Covenants in such Conveyance or Conveyances Ass[urance] / ¹⁷ or Assurances to be Contained that he the said S^r: John Swinbourne now is and at the time of the Sealing and Delivery of these Presents And at the time of the making of such Conveyance or Conveyances Assurance – / ¹⁸ or Assurances According to the true Intent and meaning of these presents shall stand and be Lawfully and Rightfully Seized of the said Two Messuages Tenements Farm-holds</p> | | |

19 and premises by him to be Conveyed / ¹⁹ and Assured as aforesaid of a good Estate therein in in Fee Simple or Fee Tail **And** that the said
Two
20 Messuages tenements or Farm-holds in Benwell aforesaid by the said S^r: John Swinbourne to be Conveyed / ²⁰ and assured as aforesaid with
their and every of their and every of their Appurtenances now are and be and so from time to time and at all and every time and times
21 hereafter shall remain Continue and be free and / ²¹ Clear and Freely and Clearly Acquitted Exonerated and Discharged or else well and
22 sufficiently by the said William Swinburne or his heirs or the said S^r: John Swinbourne or the heirs of the said S^r: / ²² John Swinbourne saved
Kept harmless and indemnified of and from all former gifts grants Bargains Sales Leases entails Jointures Dowers Mortgages Charges of
23 Recusancy debts and duties – / ²³ of Record and of and from all other estates titles troubles charges and Encumbrances whatsoever Done or
24 suffered by William Swinbourne now deceased Grand father to the said S^r: John or the said S^r: John / ²⁴ Swinbourne or any other person or
persons whatsoever lawfully Claiming by from or Under the said William the Grand father or the said S^r John Swinbourne or either of them
25 And further also that the said S^r / ²⁵ John Swinburne and his heirs shall and will at all and every time and time hereafter upon Such notice to
26 be given and at the like Costs and charges as aforesaid make doe Acknowledge Levy suffer and Execute – / ²⁶ All and every Such further
Conveyance or Conveyances Assurance or Assurances of the said Two Tenements and premises unto the said Robert Shafto and his heirs
27 with such Covenants and warranty therein or in / ²⁷ X any of them to be Contained as shall be Requisite And as by the said Robert Shafto and
28 his heir or his or their Counsel Learned in the Law shall be reasonably advised devised or Required, Provided the same Contain – / ²⁸ no
other
or further Warranty. Covenant then only against the parties to such Conveyance or Conveyances Assurance or Assurances and their
29 respective heirs and Assigns ^{^<Act>} and Estates and the Acts # # # # of the said William – / ²⁹ Swinbourne Deceased Grand father of the said
S^r: John as aforesaid **And** the said William Swinbourne doth further for him self his heirs Executors and Administrators and every of them
30 Covenant Promise grant and agree to and with the – / ³⁰ said Robert Shafto his heirs Executors and Administrators and every of them That the
said Robert Shafto his heirs and Assign and every of them shall and may from henceforth for and until such time as the premises shall be so
31 well and – / ³¹ Sufficiently Conveyed and Assured as aforesaid by the said S^r: John Swinbourne or his heir to the said Robert Shafto and his
32 Heirs According to the true meaning of these present quietly and peaceably have hold occupy / ³² Possess and Enjoy the said two Messuages
Tenement or Farm-hold by the said S^r: John Swinbourne or his heirs to be Conveyed as aforesaid. And the Rents Issues and profits thereof to
33 his and their own Use and behove to take and / ³³ Receive without the let suite trouble Molestation interruption expulsion or Eviction of him the
34 said S^r: John Swinbourne or his heirs or any person or persons whatsoever claiming by from or under him them or – / ³⁴ any of them or by
from or under William Swinbourne before named Grand father of the said S^r: John Swinbourne. And moreover the said William Swinbourne
35 doth by these presents for himself his heirs Executors and Administrators and every of them / ³⁵ Covenant promise and agree to and with the

36 said Robert Shafto his heirs Executors and Administrators and Assign and every of them that in case the said S^r: John Swinbourne shall
37 happen to Die before Such time as he shall Accomplish his full age of one / ³⁶ and Twenty years that then the Respective heirs of the said S^r:
38 John or such person or persons to whom the right Estate Freehold or Inheritance of and in the said two Freehold Tenements and Farm-holds
39 shall Appertain or / ³⁷ Come. Shall upon Three Month notice in writing to be left at Halliwell aforesaid with any Inhabitant or Servant there at
40 the like Costs and Charges of the said Robert Shafto as aforesaid well and Sufficiently grant Convey and assure / ³⁸ unto the said Robert
41 Shaftoe and his heir All the said two Messuages Tenements and Farm-holds with their and every of their Appurtenance (Except before
42 Excepted) Be it also by deed or deeds Indented Enrolled or not Enrolled fine or fines with / ³⁹ Proclamation or without. Deed or Deeds of
43 Fiefment to be Executed with Livery and seizing. Common Recovery or Recoveries with single or Double Voucher or Vouchers or by such
44 other good [] and Sufficient Conveyance and Assurance / ⁴⁰ In the Law As by the said Robert Shafto his heir or Assigns or his or their x x x x x
45 x x x Counsel Learned in the Law shall be reasonably advised devised or required. And that the said Robert Shaftoe his heirs and Assigns
46 [shall] / ⁴¹ Accordingly in case the said S^r: John Swinbourne shall Die before his full age as aforesaid from and after the death of the said S^r:
47 John Swinbourne and until the said Two Tenements and premises with the appurtenance shall be so Conveyed / ⁴² as aforesaid to the said
48 Robert Shaftoe and his heir by the said heir of the said S^r: John or such person or persons to whom the estate right Freehold and Inheritance
49 of and in the premises shall Appertain and come to quietly and peaceably have hold occupy / ⁴³ possess and enjoy the said two Tenements or
50 Farm holds and all other the said premises to be Conveyed as aforesaid (Except before excepted) and the rents Issue and profits thereof to
take and receive to his and their own use without the Lawful / ⁴⁴ Let Suite trouble Denial molestation Interruption Expulsion or Eviction of the
heirs of the said Sr: John or of any such person or persons to whom the right estate Freehold and Inheritance shall appertain or come to as
aforesaid and Freed from – / ⁴⁵ all Charges and Encumbrance whatsoever Done Committed or Suffered by the heirs of the said S^r: John or
any of them or by any such person or persons whatsoever to whom the Estate right Free-hold and Inheritance of and in the premises shall
Appertain and / ⁴⁶ come And further that he the said William Swinbourne shall upon request put the said Robert Shafto in to the full quiet and
peaceable possession of the premise by the [Adornment] of the present Tenement or otherwise as shall be reasonably required And as a
[turlge] / ⁴⁷ and Additional Security that the said two Messuage Tenement or Farm-hold and premises with the appurtenance shall be
Conveyed made over and Assured to the said Robert Shaftoe and his heir According to the purport true Intent and meaning / ⁴⁸ of these
presents the said William Swinbourne doth for himself his heirs Executors and Administrators and every of them Covenant promise and agree
to and with the said Robert Shaftoe his heirs Executors and Administrators and every of them that he the said William Swinburne shall [upon]
/ ⁴⁹ request after the sealing and delivery of these present by Indenture of Demise under his hand and seal well and sufficiently Demise grant
and Farm Let unto the said Robert Shafto his Executors Administrators and Assigns All that part of his Capital Messuages / ⁵⁰ or Tenement

with the appurtenance called Halliwell [adjacent-to] new Nafferton in the said County of Durham now in the Possession or occupation of
51 William Robinson To hold from the making the same Indenture unto the full end and term of Five hundred year fully to be Complete / ⁵¹ and
ended And that the said William Swinbourne shall therein Covenant that he is then seized in Fee of the same Premises so to be demised And
52 has power to let the same with such other Covenants therein As shall be needful to be given by the said William Swinborne to the / ⁵² said
Robert Shafto nevertheless under this Condition and Proviso in the same Indenture of lease to be expressed and mentioned that if the said
53 two Tenements in Benwell shall be Conveyed to the said Robert Shaftoe in manner as aforesaid # According to the Purport and / ⁵³ true
meaning of these presents and the said William Swinbourne his heir Executors and Administrators shall perform fulfil and Keep all and every
the Covenants Articles and agreements. In these presents Mentioned and on their and every of their parts to be observed performed fulfilled
54 and / ⁵⁴ [kept] then the said Indenture of Demise so to be made as aforesaid to be void and of no effect And with this further Covenant in the
55 said Indenture by the said Robert Shafto that until the same Condition be broken the said William Swinbourne his heirs and Assign / ⁵⁵ shall
quietly hold and enjoy the said premise so to be demised as a [true C to] receive the rent Issue and profit thereof to his and their
56 own use anything herein Contained or in ^<the> said Indenture to be Contained Notwithstanding And that upon performance of / ⁵⁶ the said
Proviso or Condition the Mortgage to be delivered ^<[vpptanetancle]> **In [consideration]**of all which premises the said Robert Shafto [hold
57 for] himself his heirs Executors and Administrators and every of them Covenant grant [promise] and agree to and with the said / ⁵⁷ William
Swinbourne his heirs Executors and Administrators and every of them that he the said Robert Shafto his Executors Administrators or Assigns
or [some of them] Shall and will well and truly Content & pay or cause to be paid unto the said William Swinbourne party to these presents his
58 Executors Administrators / ⁵⁸ or Assigns for and on the behalf and for the Use of the said S^r: John Swinbourne the whole and Just Sum of one
thousand pound of Lawful money of England In manner & form following. (that is to say) Seven hundred pounds part thereof upon the sealing
59 and / ⁵⁹ delivery of these presents Articles of Agreement. and one hundred pound more of the said Sum of One Thousand Pound At or before
60 the feast of Pentecost now next coming after the Date hereof or within Fourteen days next after the said feast of Pentecost / ⁶⁰ and two
hundred pound more Residue and remainder of the said Sum of One Thousand pound At or before the feast of S^t: Martin the Bishop in Winter
61 which shall be In the year of our Lord one thousand Six hundred Sixty and one or within Fourteen / ⁶¹ days next after the said feast of S^t:
Martin the Bishop in Winter which for [securing] the payment of which Said sum of one hundred pound and two hundred pound at the
62 respective days and times aforesaid the said Robert Shaftoe party to these – / ⁶² present together and with Robert Shafto of Newcastle upon
Tyne Merchant and Alderman and father of the said Robert. Shall become bound unto the said William Swinbourne in several bonds in the
63 several [Penalty] sum Double the sa[w] / ⁶³ said Principal money of one hundred pound and two hundred pound. Also the said Robert Shaftoe
doth for himself his hires Executors and Administrators and every of them further Covenant promise and agree by these present to and with

64 the said William Swinbourne his Executors and Administrators and every of them That / ⁶⁴ he the said Robert Shafto his heir or Assign shall
and will at any time hereafter upon [guift] demise grant and to Farm Let unto the said S^r:John Swinbourne his Executors Administrators and
Assign all and every the Coal staith and staiths now erected and built upon any the lands or grounds belonging to the said two –
65 / ⁶⁵ Messuage and Farm-hold above mentioned or either of them And also free [Carrage] Way-leave with horses Carts wanes or any & other
Carriages in over along and through the lands and ground of or belonging to the said two Farm holds or either of them (It being the express
66 declaration and / ⁶⁶ agreement of all Parties [here] to that the said S^r:John Swinbourne shall [not or] have [way-leave] for any horses
Cart or Carriage for leading or Carrying of Coals over any other the lands of the said Robert Shafoe party to these presents without giving
67 reasonable satisfaction to the said Robert / ⁶⁷ Shaftoe his heirs or Assign for the same) for the leading and carrying of [Coal or Coals] shall
be wrought and gotten forth of the said S^r:John Swinbourne his Coal-mines in Benwell aforesaid. To hold the said Coal-staith and staiths and
68 way-leave for the term of one and forty years [Convening] / ⁶⁸ from the date of these present at and under the yearly rent of Eight [pounds]
[paid At] half yearly at Whitsun-day and Martinmas by equal Portions the first payment to begin at Whitsun day next the said S^r:John
69 Swinbourne his heirs and Assigns giving full Satisfaction unto the said Robert / ⁶⁹ Shafto his heirs or Assigns for all such spoil of Meadow or
Corn as shall be Committed upon the said Two Tenements or Farm-holds or any part thereof by reason of the said way-leave demised as
70 aforesaid. Provided and upon Condition that if the said S^r:John Swinbourne his Heirs Executors Administrators / ⁷⁰ or Assigns do at any[time]
within the first Ten years of the said term dislike to hold the said Lease for all the said one and forty years that then upon Six months notice
71 given of such his or their dislike the same Lease shall Cease and deter in in with a Covenant from the said Robert Shaftoe / ⁷¹ in the same
Lease to be [inserted] that if at the end of the said One and forty years he the said S^r:John Swinbourne his heir Executors Administrators
Adm's: or Assigns be desirous to have a new lease of the said Staith-room and way-leave for other one and forty years Commencing after the
72 expiration / ⁷² of the same first Lease or determination – there of as aforesaid that then the said Robert Shaftoe his Heirs or Assigns shall
upon request make grant such new Lease unto the said S^r:John Swinbourne his heirs Executors or Assigns At and for the same rent of Eight
73 / ⁷³ Pound per [Annum] and under the Covenants and Conditions above mentioned he the said S^r:John Swinbourne his heir or Assigns only
74 paying the charge of drawing such new Lease as aforesaid **In Witness** where of the said parties to these Present / ⁷⁴ Interchangeably hand
sett their hands and seales the day and yeare first above written 1660

75
Robert Shafto

2 Grace of God of England Scotland France and Ireland King Defender of the Faith. **Between** William Swinbourne of Hallywell in the County of Durham Esquire and

3 S^r: John Swinbourne of Caphaton in the County of Northumberland Barronet, of the one parte, And Robert Shaftoe the younger of Benwell in the County of Northumberland // //

4 Gentleman of the other parte are as Followeth :- / viz. | |

5 Inprimih the said William Swinbourne ^<doth> by and with the Consent of the said S^r: John Swinbourne testified by his being made party to these p'sents # # for and vpon the Consideratione here after in thise

6 presente mentioned and Expressed for himselfe his heires Executors and Administrators and every of them Covenant grant promise and agree to and with the said Robert Shaftoe party to these p'sent his heires

7 Executors and Administrators and every of them. In manner and forme following (that is to say) that the said S^r John Swinbourne of Capheaton in the said County of Northumberland Barronet shall and will

8 from time to time and at all times from and after such time as he the said S^r: John shall Attaine and Come to the full age of One and Twenty years vpon three Months notice in writeing to be left at Halliwell – #

9 aforesaid with any Inhabitant or Servant there. And at the reasonable costs and Charges in the Lawe of him the said Robert Shaftoe his heires or Assignes or any of them well and Sufficently Grant Convey

10 and Assure vnto the said Robert Shafto his heires and Assignes for Ever to and for his and their owne Proper Vse and behoofe for ever **UIs** those two Free hold Messuages Tenements and Farme holds Com'only

11 called or knowne by the name of Swinborne Farmes with all and every the houses Lands Grounds Wasts Com'ons Staiths wayleaves Fishings Fishing places rights Members Hereditaments and Appurtinances – –

12 Whatsoever the there vnto belonging or in any wise Appertaineing (the Colemines Colyery and Scaines of Coles within and Vnder the same with Liberty to sinck Pitts and Convenient Heaperoomes there –

13 only excepted) Scituate lying and being in Benwell aforesaid in the said County of Northumberland now in the Severall Tenure Possessions or Occupations of William Milborne Thomas Milborne –

14 and Mathew Hodshon. Bee it by Deed or Deeds indented Inrolled or not Inrolled Fine or Fines with Proclamacone or without Deed or Deeds of Feoffment to be Executed with Livery and seiz in Com'on – –

15 Recovery or Recoveryes with Single or Double Voucher or Vouchers Release Confirmation or other wise by such other good and Sufficent Conveyances or Assurances in the Lawe as by the said Robert

16 Shafto his heires or Assignes or any of them or by her their any of their Councill Learned in the Law shall be reasonably advised Devised or required with Covenants in such Conveyance or Conveyances Ass[urance]

17 or Assurances to be Conteyned that he the said S^r: John Swinbourne now is and at the tyme of the Sealeing and Delivery of these P'sents And at the time of the making of such Conveyance or Conveyances Assurance –

18 or Assurances According to the true Intent and meaneing of these p'sents shall stand and be Lawfully and Rightfully Seized of the said Two
Messuages Tenements Farmeholds and p'mises by him to be Conveyed

19 and Assured as aforesaid of a good Estate therein in in Fee Simple or Fee Tayle **Und** that the said Two Messuages tenements or Farmeholds
in Benwell aforesaid by the said S^r: John Swinbourne to be Conveyed

20 and assured as aforesaid with their and every of their and every of their Appurtinances now are and be and soe from tyme to time and at all
and every time and times hereafter shall remaine Continue and be free and

21 Cleare and Freely and Clearely Acquitted Exonerated and Discharged or els well and sufficently by the said William Swinburne or his heires or
the said S^r: John Swinbourne or the heires of the said S^r:

22 John Swinbourne saved Kept harmless and indempnified of and from all former guifts grants Bargaines Sales Leases intailes Joyntures
Dowers Mortgages Charges of Recusancy debts and duties –

23 of Record and of and from all other estates titles troubles charges and Incombrances whatsoever Don or suffered by William Swinbourne now
deceased Grand father to the said S^r: John or the said S^r: John

24 Swinbourne or any other person or persons whatsoever lawfully Claimeing by from or Vnder the said William the Grand father or the said S^r
John Swinbourne or either of them Vnd further also that the said S^r

25 John Swinburne and his heires shall and will at all and every time and time hereafter vpon Such notice to be given and at the like Costs and
charges as aforesaid make doe Acknowledge Levy suffer and Execute –

26 All and every Such further Conveyance or Conveyances Assurance or Assurances of the said Two Tenements and p'mises vnto the said
Robert Shafto and his heires with such Covenants and warrantie therein or in

27 X any of them to be Contained as shall be Requisite And as by the said Robert Shafto and his heire or his or their Councell Learned in the
Lawe shall be reasonably advised devised or Required, Provided the same Containe –

28 noe other or further Warrantie. Covenant then only against the parties to such Conveyance or Conveyances Assurance or Assurances and
their respective heires and Assignes ^<Act> and Estates and the Acts # # # # of the said William –

29 Swinbourne Deceased Grand father of the said S^r: John as aforesaid **Und** the said William Swinbourne doth further for him self his heires
Exec's: and Adm's: and every of them Covenant Promise grant and agree to and withi the –

30 said Robert Shafto his heirs Exec's: and Adm's: and every of them That the said Robert Shafto his heires and Assigne and every of them shall
and may from henceforth for and vntill such tyme as the p'mises shall be soe well and –

31 Sufficently Conveyed and Assured as aforesaid by the said S^r: John Swinbourne or his heire to the said Robert Shafto and his Heires
According to the true meaneing of these p'sent quietly and peaceably have hold occupy

32 Possesse and Enioy the said two Messuages Tenem^t or Farmeholde by the said S^r: John Swinbourne or his heires to be Conveyed as
aforesaid. And the Rents Issues and profitts thereof to his and their owne Vse and behoofr to take and

33 Receive without the lett suite trouble Molestacon interuption expulsion or Eviction of him the said S^r: John Swinbourne or his heires or any
person or persons whatsoever clameing by from or vnder him them or –

34 any of them or by from or vnder William Swinbourne before named Grand father of the said S^r: John Swinbourne. And moreover the said
William Swinbourne doth by these p'sents for himselfe his heires Exec's: and Adm's: and every of them

35 Covenant promise and agree to and with the said Robert Shafto his heires Exec's: and Adm's: and Assigne and every of them that in case the
said S^r: John Swinbourne shall happen to Dye before Such tyme as he shall Accomplish his full age of one

36 and Twenty yeares that then the Respective heires of the said S^r: John or such person or persons to whom the right Estate Freehold or
Inheritance of and in the said two Freehold Tenements and Farme holds shall Appertaine or

37 Come. Shall vpon Three Monthe notice in writeing to be left at Halliwell aforesaid with any Inhabitant or Servant there att the like Costs and
Charges of the said Robert Shafto as aforesaid well and Sufficently grant Convey and assure

38 vnto the said Robert Shaftoe and his heire All the said two Messuages Tenem^{ts}: and Farmeholds with their and every of their Appurtinance
(Except before Excepted) Be it also by deed or deede Indented Inrolled or not Inrolled fyne or fynes with

39 Proclamacon or without. Deed or Deeds of feoffm^t: to be Executed with Livery and seizin. Com'on Recovery or Recoveries with single or
Double Voucher or Vouchers or by such other good [] and Sufficent Conveyance and Assurance

40 In the Law As by the said Robert Shafto his heire or Assignes or his or their x x x x x x x Councell Learned in the Law shall be reasonably
advised devised or required. And that the said Robert Shaftoe his heires and Assignes [shall]

41 Accordingly in case the said S^r: John Swinbourne shall Dye before his full age as aforesaid from and after the death of the said S^r: John
Swinbourne and vntil the said Two Tenem^{ts} and p'mises with thappurtinance shall be soe Conveyed

42 as aforesaid to the said Robert Shaftoe and his heire by the said heire of the said S^r: John or such person or persons to whom the estate right
Freehold and Inheritance of and in the p'mises shall Appertaine and come to quietly and peaceably have hold occupy

43 possesse and enjoy the said two Tenements or Farme holds and all other the said p'mises to be Conveyed as aforesaid (Except before
excepted) and the rents Issue and profitts thereof to take and receive to his and their owne vse without the Lawfull

44 Let Suite trouble Denyall molestacon Interupcon Expullcon or Eviction of the heires of the said Sr: John or of any such person or persons to
whom the right estate Freehold and Inheritance shall apperteine or come to as aforesaid and Freed from –

45 all Charges and Incombrance whatsoever Don Comitted or Suffered by the heires of the said S^r: John or any of them or by any such person or
persons whatsoever to whom the Estate right Free hold and Inheritance of and in the p'mises shall Apperteine and

46 come Und further that he the said William Swinbourne shall vpon request put the said Robert Shafto in to the full quiet and peaceable
possession of the p'mise by the Attornem^t: of the p'sent Tenn^e or otherwise as shall be reasonably required And as a [turlge]

47 and Additionall Security that the said two Messuage Tenement or Farme holde and p'mises with thappurtinance shall be Conveyed made over
and Assured to the said Robert Shaftoe and his heire According to the purport true Intent and meaneing

48 of these p'sents the said William Swinbourne doth for himselfe his heires Exec's: and Adm's: and every of them Coven'n^t: p'mise and agree to
and with the said Robert Shaftoe his heires Executors and Adm's: and every of them that he the said William Swinburne shall [vpon]

49 request after the sealeing and delivery of these p'sent by Indenture of Demise vnder his hand and seale well and sufficently Demise grant and
Farme Lett vnto the said Robert Shafto his Executors Adm's: and Assignes All that part of his Capitall Messuages

50 or Tenement with thappurtinance called Halliwell a'to new Nafferton in the said County of Durham now in the Possession or occupacon of
William Robinson To hold from the making the same Ind're vnto the full end and tearme of Five hundred yeare fully to be Compleat
51 and ended And that the said William Swinbourne shall therein Covenant that he is then seised in Fee of the same P'mises soe to be demised
And hath power to let the same with such other Covenents therein As shalbe needfull to be given by the said William Swinborne to the
52 said Robert Shafto nevertheless vnder this Condicon and Pvisoe in the same Ind'ure of lease to be expressed and mentioned that if the said
two Tennen^{ts}: in Benwell shall be Conveyed to the said Robert Shaftoe in mann^r: as aforesaid # According to the Purport and
53 true meaneing of these p'sents and the said William Swinbourne his heire Exec's: and Administrato's: shall p'forme fulfill and Keepe all and
every the Covenants Articles and agreem^{ts}. In these p'sents Menco'ed and on their and every of their parts to be observed p'formed fulfilled
and
54 [kept] then the said Indenture of Demise soe to be made as aforesaid to be voyd and of no effect And with this further Covenant in the said
Indenture by the said Robert Shafto that vntill the same Condicon be broken the said William Swinbourne his heires and Assigne
55 shall quietly hold and enjoy the said p'mise soe to be demised as a [true C to] receive the rente Issue and profit thereof to his and
their owne vse anythinge herein Contained or in ^<the> saide Indenture to be Contained Notwithstanding And that vpon performance of
56 the said Provisoe or Condition the Mortgage to be delivered ^<[vpptanetancle]> **In cons[iderscon]**of all w^c: premises the said Robert Shafto
[hold for] himselfe his heires Executors and Adm's: and every of them Covenant grant [promse] and agree to and with the said
57 William Swinbourne his heires Exec's: and Adm's: and every of them that he the said Robert Shafto his Exec's: Adm's: or Assignes or [some of
them] Shall and will well and truly Content & pay or cause to be paid vnto the said William Swinbourne party to these p'sents his Exec's:
Adm's:
58 or Assignes for and on the behalfe and for the Vse of the said S^r: John Swinbourne the whole and Just Sum of one thowsand ponde of Lawfull
money of England In manner & forme following. (that is to say) Seaven hundred pounds part thereof vpon the sealeing and
59 delivery of these p'sents Articles of Agreement. and one hundred ponde more of the said Summe of One Thowsand Ponde Att or before the
feast of Penticost now next comeing after the Date hereof or within Fowerteene daye next after the said feast of Penticost
60 and two hundred ponde more Residue and remainder of the said Sum[me] of One Thowusand ponde Att or before the feast of S^t: Martyn
the Bishopp in Winter which shall be In the year of our Lord one thowsand Six hundred Sixty and one or within Fowerteene –
61 dayes next after the said feast of S^t: Martyn the Bishopp in Winter which for s[ecu]reing the payment of w^{ch}: Said sum of one hundred ponde
and two hundred ponde at the respective daies and times aforesaid the said Robert Shaftoe party to these –
62 p'sent together and with Robert Shafto of Newcastle vpon Tyne Merchant and Alderman and father of the said Robert. Shall become bound
vnto the said William Swinbourne in severall bonds in the severall Penell summe Double the sa[w]
63 said Principall monie of one hundred ponde and two hundred ponde. Also the said Robert Shaftoe doth for himselfe his hieres Exec's: and
Adm's: and every of them further Covenant promise and agree by these p'sent to and with the said William Swinbourne his Exec's: and Adm's:
and every of them That
64 he the said Robert Shafto his heir or Assigne shall and will at any tyme hereafter vpon [guift] demise grant and to Farme Lett vnto the said

S^r:John Swinbourne his Exec's: Adm's: and Assigne all and every the Cole staith and staiths now erected and built vpon any the lands or grounds belonging to the said two –

65 Messuage and Farme hold above menc'oed or either of them And also free C[arrage] Wayleave with horses Carts waines or any & other Carriages in over along and through the lands and ground of or belonging to the said two Farme holds or either of them (It being the express declara'ion and

66 agreement of all Partys [here] to that the said S^r:John Swinbourne shall [not or] have [wayleave] for any horses Cart or Carriage for leading or Carrying of Coles over any other the lands of the said Robert Shafoe party to these p'sents without giveing reasonable satisfaccon to the said Robert

67 Shafoe his heires or Assigne for the same) for the leading and carrying of [Cole or Coles] shall be wrought and gotten forth of the said S^r:John Swinbourne his Colemines in Benwell aforesaid. To hold the said Colestaith and staiths and wayleave for the tearme of one and forty yeares Co[ven]ing

68 from the date of these p'sent at and vnder the yearely rent of Eight [pounds][paide Att] half yearely at Whitsonday and Martinmas by equall Porcons the first paym' to begin at Whitson day next the said S^r:John Swinbourne his heires and Assignes giving full Satisfaccon vnto the said Robert

69 Shafto his heires or Assignes for all such spoyle of Meadow or Corne as shall be Comitted vpon the said Two Tenem^{ts} or Farmeholds or any part thereof by reason of the said wayleave demised as aforesaid. Provided and vpon Condition that if the said S^r:John Swinbourne his Heires Exec's: Adm's:

70 or Assignes doe at any[time] within the first Tenn years of the said tearme dislike to hold the said Lease for all the said one and forty yeares that then vpon Six months notice given of such his or their dislike the same Lease shall Cease and deter in in with a Coven'n^t: from the said Robert Shafto

71 in the same Lease to be [inserted] that if at the end of the said One and forty yeares he the said S^r:John Swinbourne his heire Executors Adm's: or Assignes be disireous to have a new lease of the said Staithroome and wayleave for other one and forty yeares Comenceing after the expiracon

72 of the same first Lease or determinacon – there of as aforesaid that then the said Robert Shafto his Heires or Assignes shall vpon request make grant such new Lease vnto the said S^r:John Swinbourne his heires Exec's: or Assignes Att and for the same rent of Eight

73 Pounds per A[nnuam] and vnder the Conenants and Condicons above mentioned he the said S^r:John Swinbourne his heire or Assignes only paying the charge of drawing such new Lease as aforesaid **In Witness** where of the said parties to these P'sent

74 Interchangeably hand sett their hands and seales the day and yeare first above written 1660

75 Robert Shafto