

BENWELL PAPERS

ZC-2-1-p17

Copy of INDENTURE of 30th Nov 1664, between S^r. John SWINBURNE,
and Robert SHAFTO, Raiph JENISON & Robert DAWSON,
regarding their Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

	<u>[Writing on Back of Document]</u>	[ZC-2-1-p17Aa]	[ZC-2-1-p17Ab]
	<p>Sealed and delivered – by the within named – Robert Shafto and – – } Robert Dawson in the Presence of } Humphrey Gi[lt] Christopher[e] Hunter Robt:- Butman # Not. Pube:- /</p> <p>Counterpart of ye Lease of the Freehold Colliery of Benwell. / 30 Nov^r. in 1664. to Jenison & others</p> <p>17) [Document Number]</p>	<p>Sealed and delivered – by the within named – } Ralph Jenison in the – } in the Presence of – – – } Humphrey Gi[lt] Thomas H[arm]jison</p>	<p>In the Exchequer Between Sir Edward Swinburne Bar^t. & others Plt^s. and William Adair & Camilla his Wife & others Def^s. 26th. January 1786 read in Evidence for the Plt^s. Fra: Ingram</p>
[Line N ^o .]	<u>[DOCUMENT]</u> [ZC-2-1-p17Ba]		[ZC-2-1-p17Bb]
1 2 3	<p>This Indenture made the Thirtieth day of November in the Sixteenth year of the Reign of our Sovereign Lord Charles by the grace of the Second by the grace of God of England France and Ireland King / ² defender of the faith &c: Between Sir John Swinbourne of of Capheaton in the County of Northumberland Baronet of the one part, And Robert Shafto of the Town and County of Newcastle / ³ upon Tyne Merchant and Alderman Raiph Jenison of Elswick in the County of Northumberland Esq^r: and Robert Dawson of the said Town and County of Newcastle</p>		

4 upon Tyne Merchant of the / ⁴ other part. **Witnesseth** That the said S^r: John Swinbourne for and in consideration of the sum of Five shillings
5 of good, and lawful money of England to him in hand paid by the said Robert Shafto / ⁵ Raiph Jenison and Robert Dawson at and before then
sealing and delivery of these presents and for and in consideration of the yearly rent hereafter reserved, and also for diverse other good
6 causes / ⁶ and Considerations him hereunto moving. **Hath** demised Granted and to Farm-let And Doth by these presents for himself his heirs
7 Executor and Administrators and every of them demise grant and to farm-let / ⁷ unto the said Robert Shafto Raiph Jenison and Robert
Dawson their Executors Administrators and Assign and every of them All those Coal-mines Coal-pits Seam and Seams of Coals as well
8 opened as not opened sought / ⁸ won and wrought and to be sought won and wrought obtained and gotten within forth and out of all and
9 every the land and ground of and within all those Four Freehold Tenement or Farm-hold – / ⁹ called Swinbourne's Farm situate lying and
being within the Township of Benwell in the said County of Northumberland and within every part and parcel thereof, And also full and free
10 liberty / ¹⁰ power licence and authority to Dig and sink pit and Pits drive drift and drifts water-gate and water-gates trench and trenches and to
11 do and perform whatsoever else shall be necessary fitting and – / ¹¹ convenient to be done and performed for the winning and working of the
12 said Coal-mines Collieries and premises, And also good and sufficient Ground-room Heap-room and Way-leave within & through / ¹² the said
land and ground as well for the laying and placing of all such Coals and rubbish that comes out of the pits as shall be wrought or gotten forth
13 or out of the said Colliery and premises as also for / ¹³ the Carrying and Conveying of all such Coals from the pit and pits to the Common
14 Collieries the nearest and [most convenient] way to the river of Tine (The several Seams of Coal within the said ground / ¹⁴ called the Stone-
coal metal-coal and day-coal forth and out of these present always excepted and reserved) **To have and to hold** One full Sixth part (the
15 whole in Six parts equally to be divided) / ¹⁵ of the said Colliery Coal-mines Seam and Seams of Coals and of all and singular other the
16 premises before by these present Demised granted and to Farm-let or mentioned or intended to be hereby / ¹⁶ Demised Granted and to
Farm-let with their and every of their appurtenance (except before excepted) unto the said Robert Shafto his Executors Administrators and
17 Assigns from the Nine and twentieth day of / ¹⁷ September last past before the Date hereof unto the full end and term of Twelve years from
18 thence next ensuing fully to be complete and ended. **And to have** And to hold Four full Sixth parts (the / ¹⁸ whole in Six parts equally to be
divided) of the said Colliery Coal-mines Seam and Seams of Coals and of all and singular other the Premises before by these present
19 Demised Granted and to Farm-let / ¹⁹ or mentioned or intended so to be with their and every of their appurtenance (except before excepted)
20 unto the said Raiph Jenison his Executor Administrators and Assigns from the said Nine and Twentieth day of / ²⁰ September last past before
the Date hereof unto the full end and term and for and during the like term of Twelve years from thence next ensuing fully to be complete and
21 ended. **And to have** / ²¹ and to hold the other one full Sixth part (the whole in Six part equally to be divided) of the said Colliery Coal-mines
22 Seam and Seams of Coals and of all and singular other the premises before by these present / ²² Demised Granted and to Farm-let or

mentioned or intended so to be with their and every of their appurtenance (except before excepted) unto the said Robert Dawson his Executor
23 Administrators and Assigns from the said / ²³ Nine and Twentieth Day of September last past before the date hereof unto the full end and term
24 and for and during the like term of Twelve years from thence next ensuing fully to be complete and ended. / ²⁴ **Yielding** and paying therefore
yearly and, every year during the said term unto the said S^r: John Swinbourne his heirs and assigns the Annual or yearly rent of Forty pound
25 of lawful money / ²⁵ of England At the Feast of the Annunciation of the blessed Virgin Mary and Saint Michael Archangel or within Twenty days
26 next after either of the said Feast by even portions at or in the Town / ²⁶ Court of the Town of Newcastle upon Tine, the first payment thereof to
be made at or upon the Feast of the Annunciation of the blessed Virgin Mary next ensuing the date hereof, **And the said Sir** / ²⁷ John
27 Swinbourne for himself his heirs Executor and Administrators and every of them Covenant grant promise and agree to and with the said
28 Robert Shafto Raiph Jenison and Robert Dawson their Executor Administrator / ²⁸ and Assigns and every of them That it shall and may be
lawful to and for the said Robert Shafto Raiph Jenison and Robert Dawson their Executor Administrators and Assigns and every of them from
29 henceforth for / ²⁹ and during the said term of Twelve Years yet to come and unexpired peaceably and quietly to have hold occupy possess
30 and enjoy the said Coal-mines Coal-pits Colliery and premises with the appurtenance / ³⁰ and every part and parcel thereof (except before
excepted) without the let suit trouble denial molestation interruption expulsion or eviction of him the said S^r: John Swinbourne his heirs or
31 assigns or any / ³¹ other person or persons whatsoever Claiming by from or under him them or any of them, And that the said Coal-mines
32 Colliery and all and singular other the premises by these present demised or mentioned to / ³² be demised with their and every of their
appurtenance (except before excepted) now are be and so from time to time and at all times hereafter during the said term of Twelve years
33 yet to come & unexpired / ³³ shall remain continue and be Free and Clear and freely and clearly acquitted exonerated and discharged or else
34 well and sufficiently saved kept harmless and indemnified off and from all and all manner of / ³⁴ former and other Gift Grant Bargains Sales
Leases Junctures Dowes Mortgages Statutes merchant and of the Staple recognizances Judgement Extent Executions Debt Duties of record
35 / ³⁵ to the Crown and off and from all other estates titles troubles charges encumbrances and demand whatsoever had made committed
36 suffered done or assented unto or hereafter to be had made committed suffered done / ³⁶ or assented unto by him the said S^r: John
Swinbourne or any the Ancestors of the said S^r: John or any other person or persons / whatsoever Claiming by from or under him or them or
37 any of them (the rent / ³⁷ in and by these present reserved to be paid excepted). **And the said** Robert Shafto Raiph Jenison and Robert
38 Dawson for themselves their Executor Administrators and Assigns and every of them Covenant grant / ³⁸ promise and Agree to and with the
said S^r: John Swinbourne his heirs Executors Administrators and Assigns and every of them. That they the said Robert Shafto Raiph Jenison
39 and Robert Dawson their Executor Administrators and Assigns / ³⁹ and every of them shall and will at the end of the said term of Twelve years
40 yield and deliver up unto the said S^r: John Swinbourne his heirs and Assigns the full quiet and peaceable possession of all and / ⁴⁰ every the

41 said Coal-mines and premises by these present demised with the appurtenance, And shall after the end and expiration of the said term of
 42 Twelve years permit and suffer the said S^r: John Swinbourne his heirs / ⁴¹ and Assigns and every of them at times hereafter to drive any drift
 43 or drifts in through and from any one Shaft or pit which shall be sunk by the said Robert Shafto Raiph Jenison and Robert Dawson or / ⁴² any
 44 of them their or any of their Executors Administrators or Assigns or any of them for the winning the Coal-mines by these presents demised.
 45 And that they the said Robert Shafto Raiph Jenison and Robert Dawson / ⁴³ their heirs Executors Administrators and Assigns and every of
 46 them shall yearly during the said term of Twelve years well and truly pay the said yearly rent by these present reserved at the Days and times
 47 at / ⁴⁴ which the same is reserved to be paid according to the true meaning of these present. **And** Lastly the said S^r: John Swinbourne doth for
 48 himself his heirs Executors & Administrators and every of them Covenant – / ⁴⁵ grant promise and agree to and with the said Robert Shafto
 49 Raiph Jenison and Robert Dawson their heirs Executors Administrators and Assigns and every of them That he the said S^r: John Swinbourne
 50 his heir and / ⁴⁶ Assigns and every of them shall and will from time to time and at all times from and after the expiration of the said term of
 Twelve years well and truly bare pay and discharge his and their – / ⁴⁷ proportionable part with the rest of the owners of the Maine Cole within
 the said Manor of Benwell of the Charges to be from time to time expended for and about the Conveying away of the / ⁴⁸ water from the said
 Mines called the Main Coal within the said Four Freehold Tenements or Farm-hold **In Witnesse** Whereof the parties above said have to these
 present Indentures – – – / ⁴⁹ interchangeably putt to their hand and seals the day and year first above written: Annoe Dni / 1664 /
 Ra: Jenison Robert Dawson
 [ZC-2-1-p17Ba] [ZC-2-1-p17Bb]

(WRITTEN with OLD ENGLISH SPELLINGS)

[Writing on Back of Document]	[ZC-2-1-p17Aa]	[ZC-2-1-p17Ab]
Sealed and delivered – by the within named – Robert Shafto and – – Robert Dawson in the P'sence of } Humphrey Gi[lt] Christopher[e] Hunter Robt:- Butman # Not. Pube:- /	Sealed and delivered – by the within named – Ralph Jenison in the – in the P'sence of – – – } Humphrey Gi[lt] Thomas H[arm]jison	
		In the Exchequer

Counterpart of ye Leace of the Freehold
Colyry of Benwell. /
30 Nov^r. in 1664. to Jenison & others

17) [Document Number]

Between Sir Edward Swinburne Bar^t. & others Plt^s.
and
William Adair & Camilla his Wife & others Def^s.
26th. January 1786
read in Evidence for the Plt^s.
Fra: Ingram

[Line
N^o.]

[DOCUMENT]

[ZC-2-1-p17Ba]

[ZC-2-1-p17Bb]

- 1 **This Indenture** made the Thirtieth day of November in the Sixteenth yeare of the Reigne of our Sovereigne Lord Charles by the grace of the
Second by the grace of God of England France and Ireland King
- 2 defender of the faith &c: Between Sir John Swinbourne of of Capheaton in the County of Northumberland Barronett of the one part, And
Robert Shafto of the Towne and County of Newcastle
- 3 vpon Tine Merchant and Alderman Raiph Jenison of Elstwicke in the County of Northumberland Esq^r: and Robert Dawson of the said Towne
and County of Newcastle vpon Tine Merchant of the
- 4 other part. **Witnesseth** That the said S^r: John Swinbourne for and in consideracon of the sume of Five shillinge of good, and lawfull money of
England to him in hand paid by the said Robert Shafto
- 5 Raiph Jenison and Robert Dawson att and before then sealeing and delivery of these presents and for and in consideracon of the yearly rent
hereafter reserved, and alsoe for diverse other good causes
- 6 and Consideracons him herevnto moveing. **Hath** demised Granted and to Farme letten And Doth by these p'sents for himselfe his heires
Exec^r: and Adm^{rs}: and every of them demise grant and to farme lett
- 7 vnto the said Robert Shafto Raiph Jenison and Robert Dawson their Exec^{rs}: Adm^{rs}: and Assigne and every of them All those Colemynes
Colepitts Seame and Seames of Coles aswell opened as not opened sought
- 8 wonne and wrought and to be sought wonne and wrought obtayned and gotten within forth and out of all and every the land and ground of
and within all those Fower Freehold Tenem^{te}: or Farmehold –
- 9 called Swinbournee Farme scituate lying and being within the Towneshipp of Benwell in the said County of Northumberland and within every
part and parcell thereof, And alsoe full and free libertie
- 10 power lycence and authoritie to Digg and sincke pitt and Pitts drive drift and drifte watergate and watergates trench and trenches and to doe
and p'forme whatsoever else shalbe necessary fitting and –
- 11 convenient to be done and performed for the wynneing and workeing of the said Colemynes Collieryes and p'misses, And alsoe good and
sufficient Groundroome Heaproome and Wayleave within & through

12 the said land and ground aswell for the laying and placeing of all such Coles and rubbish that comes out of the pitts as shallbe wrought or gotten forth or out of the said Colliery and p'misses as alsoe for

13 the Carrying and Conveying of all such Coles from the pitt and pitts to the Com'on Colewaies the nearest and convenientest way to the river of Tine (The severall Seames of Cole within the said ground

14 called the Stonecole mettal cole and daycole forth and out of these p'sent alwaies excepted and reserved) **To have and to hold** One full Sixth part (the whole in Six parts equally to be divided)

15 of the said Colliery Colemynes Seame and Seamse of Coles and of all and singular other the p'misses before by these p'sent Demised granted and to Farme letten or menco'ed or intended to be hereby

16 Demised Granted and to Farme letten with their and every of their appurten'nce (except before excepted) vnto the said Robert Shafto his Exec^{rs}:Adm^{rs}: and Assignes from the Nyne and twentieth day of

17 September last past before the Date hereof vnto the full end and terme of Twelve yeares from thence next ensewing fully to be compleat and ended. **And to have** And to hold Fower full Sixth parts (the

18 whole in Six parts equally to be divided) of the said Colliery Colemynes Seame and Seames of Coles and of all and singuler other the P'misses before by these present Demised Granted and to Farme letten

19 or menco'ed or intended soe to be with their and every of their appurten'nce (except before excepted) vnto the said Raiph Jenison his Exec^r: Adm^{rs}: and Assignes from the said Nyne and Twentieth day of

20 September last past before the Date hereof vnto the full end and terme and for and dureing the like terme of Twelve yeares from thence next ensewing fully to be compleat and ended. **And to have**

21 and to hold the other one full Sixth part (the whole in Six parte equally to be divided) of the said Colliery Colemynes Seam and Seames of Coles and of all and singuler other the p'misses before by these p'sente

22 Demised Granted and to Farme letten or menco'ed or intended soe to be with their and every of their appurten'nce (except before excepted) vnto the said Robert Dawson his Exec^r: and Adm^{rs}: and Assignes from the said

23 Nyne and Twentieth Day of September last past before the date hereof vnto the full end and terme and for and dureing the like terme of Twelve yeares from thence next ensewing fully to be compleat and ended.

24 **Yeilding** and paying therefore yearly and, every yeare dureing the said terme vnto the said S^r: John Swinbourne his heires and assignes the Annuall or yearly rent of Fortie pounce of lawfull money

25 of England Att the Feast of the Annunciacon of the blessed Virgin Mary and Sa^t: Michaell Archangell or within Twentie daies next after either of the said Feaste by even porcons att or in the Towne

26 Court of the Towne of Newcastle vpon Tine, the first payment thereof to be made att or vpon the Feast of th'Annunciacon of the blessed Virgin Mary next ensewing the date hereof, **And the said Sir**

27 John Swinbourne for himselfe his heires Exec^r: and Adm^{rs}: and every of them Covenant grant promise and agree to and with the said Robert Shafto Raiph Jenison and Robert Dawson their Exec^r: Adm^r:

28 and Assignes and every of them That it shall and may be lawfull to and for the said Robert Shafto Raiph Jenison and Robert Dawson their
Exec^{rs}: Adm^{rs}: and Assignes and every of them from henceforth for
29 and dureing the said terme of Twelve Yeares yett to come and unexpired peaceably and quietly to have hold occupie possesse and enjoy the
said Colemynes Colepitts Colliery and p'misses with thappurten'nce
30 and every part and parcell thereof (except before excepted) without the lett suit trouble denyall molestacon interupcon expulsion or eviction of
him the said S^r: John Swinbourne his heires or assignes or any
31 other person or persons whatsoever Clameing by from or vnder him them or any of them, And that the said Colemynes Colliery and all and
singuler other the p'misses by these p'sente demised or menco'ed to
32 be demised with their and every of their appurten'nce (except before excepted) now are bee and soe from time to time and att all times
hereafter dureing the said terme of Twelve yeares yett to come & unexpired
33 shall remaine continue and bee Free and Cleare and freely and clearly acquitted exonerated and discharged or else well and sufficiently
saved kept harmlesse and indempnified off and from all and all manner of
34 former and other Guifte Grante Bargaines Sailes Leases Joyntures Dowes Mortgages Statutes merchant and of the Staple recognizances
Judgemente Extente Executions Debte Duties of record
35 to the Crowne and off and from all other estates titles troubles charges incumbrances and demande whatsoever had made comitted suffered
done or assented vnto or hereafter to be had made comitted suffered done
36 or assented vnto by him the said S^r: John Swinbourne or any the Ancestors of the said S^r: John or any other person or p'sons whatsoever
Clameing by from or vnder him or them or any of them (the rent
37 in and by these p'sente reserved to be paid excepted). **And the said** Robert Shafto Raiph Jenison and Robert Dawson for themselves their
Exec^r: Adm^{rs}: and Assignes and every of them Covenant grant
38 promise and Agree to and with the said S^r: John Swinbourne his heirs Exec^{rs}: Adm^{rs}: and Assignes and every of them. That they the said
Robert Shafto Raiph Jenison and Robert Dawson their Exec^r: Adm^{rs}: and Assignes
39 and every of them shall and will att the end of the said terme of Twelve yeares yeild and deliver upp vnto the said S^r: John Swinbourne his
heires and Assignes the full quiett and peaceable possession of all and
40 every the said Cole mynes and p'misses by these p'sent demised with th'appurten'nce, And shall after the end and expiracon of the said
terme of Twelve yeares permitt and suffer the said S^r: John Swinbourne his heires
41 and Assignes and every of them att times hereafter to drive any drift or drifte in through and from any one Shaft or pitt which shalbe suncke by
the said Robert Shafto Raiph Jenison and Robert Dawson or
42 any of them their or any of their Exec^{rs}: Adm^{rs}: or Assignes or any of them for the wynneing the Colemynes by these p'sents demised. And that
they the said Robert Shafto Raiph Jenison and Robert Dawson
43 their heirs Exec^{rs}: Adm^{rs}: and Assignes and every of them shall yearly during the said terme of Twelve yeares well and truely pay the said
yearly rent by these p'sente reserved att the Daies and times att

44 which the same is reserved to be paid according to the true meaneing of these p'sente. **And** Lastly the said S^r: John Swinbourne doth for
himselfe his heirs Exec^{ts}: & Adm^{ts}: and every of them Covenant –
45 grant promise and agree to and with the said Robert Shafto Raiph Jenison and Robert Dawson their heirs Exec^{ts}: Adm^{ts}: and Assignes and
every of them That he the said S^r: John Swinbourne his heire and
46 Assignes and every of them shall and will from time to time and att all times from and after the expiracon of the said terme of Twelve yeares
well and truely beare pay and discharge his and their –
47 proporconable part with the rest of the owners of the Maine Cole within the said Mannor of Benwell of the Charges to be from time to time
expended for and about the Conveying away of the
48 water from the said Mynes called the Maine Cole within the said Fower Freehold Tenem^{ts}: or Farmeholde **In Witnesse** Whereof the parties
above said have to these present Indentures – – --
49 interchangeably putt to their hand and seales the day and yeare first above written: Annoe Dni / 1664 /

50 Ra: Jenison

Robert Dawson

[ZC-2-1-p17Ba]

[ZC-2-1-p17Bb]