

Copy of INDENTURE of 6th Feb 1677, between Sir John SWINBURNE and Sir Ralph JENISON, regarding Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

[Writing on Back of Document]

[ZC-2-1-p18Aa]

[ZC-2-1-p18Ab]

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Sealed and delivered

in the presence of –

Will: Widdrington

Raiph Widdrington

Ralph Potter

[Text Below is upside down]

In the Exchequer

Between Sir Edwards Swinburne Bar^t.

and others ----- Plt^s.

and

William Adair Esq^{re}. and Camilla

his Wife and other Deft^s. -----

26th. January 1786

read in Evidence for the Pl^{ts}.

[Text below in transverse] Fra: Ingram

Lease to Jenison of [7] Collieries of

4 Farms in 1677

6th February 1677 –

(18. [Document Number]

[Line N ^o .]	[DOCUMENT]
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	<p>This Indenture made the, Sixth – – – Day of February, – In the Thirtieth – year of the reign of our Sovereign Lord Charles the Second by the grace of God / ² of England Scotland France and Ireland King Defender of the faith &c Between Sir John Swinburne of Capheaton in the County of Northumberland Baronet / ³ of the one part, And Sir Ralph Jenison of Elswick in the said County of Northumberland Knight of the other part, Witnesseth That the said Sir John – / ⁴ Swinburne as well for and in consideration of the Sum of Five Shillings of lawful money of England to him in hand before the Sealing and delivery / ⁵ hereof well and truly paid by the said Sir Ralph Jenison As also for and in consideration of the yearly rent hereafter in and by these present mentioned & / ⁶ reserved, and for diverse other causes and lawful considerations him thereunto moving Has demised Granted and to Farm-let And doth by these present / ⁷ Demise grant and to farm-let unto him the said Sir Ralph Jenison his Executor Administrator and Assigns All and every the Coal-mine Coal-pit Colliery and Seam and – / ⁸ Seams of Coals whatsoever as-well opened as not opened lying being and remaining within and under, and which can shall or may be had sought dug won wrought – / ⁹ obtained and gotten forth and out of all and every or any of the Land and ground of and within all those Four Freehold Tenements or Farm-holds called Swinburne / ¹⁰ 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 / ¹¹ free liberty 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 do and perform / ¹² within the said Land and ground whatsoever else shall be necessary fitting and convenient to be done and performed for the winning and working of the said – / ¹³ Coal-mines Collieries and premisses, And also good and sufficient Ground-room Heap-room and Way-leave within and through the said Land and ground / ¹⁴ as well for the laying and placing of all such Coal and rubbish that comes out of the pit and pits as shall be wrought or gotten forth or out of the said Colliery and premisses / ¹⁵ as also for the loading carrying and conveying of the same Coals from the pit and pits to the Common Coal-ways the nearest and most convenient way to the / ¹⁶ river of Tyne, To have and to hold all the said Coal-mine and Coal-pit and Colliery and seam and seams of Coals whatsoever within the Land and ground / ¹⁷ before mentioned and all and singular other the Liberties privilege and premisses above by these present Demised or Granted or mentioned or intended so to be and every / ¹⁸ part and parcel thereof with their and every of their appurtenance unto him the said Sir Ralph Jenison his Executors Administrators and Assign from the Six and – / ¹⁹ Twentieth day of March next ensuing the date hereof unto the full end and term and for and during the whole term of Thirty and One years from thence / ²⁰ next ensuing fully to be complete and ended Yielding and Paying therefore yearly and every year during the said term unto him the said Sir John Swinburne / ²¹ his heirs or assigns the Annual or yearly rent of Thirty Pound of lawful money of England at the Feast of Saint Michael the Archangel commonly called Michas / ²² day and the Feast of the Annunciation of the blessed Virgin Mary (commonly) called</p>

23 our Lady day by even and equal portions At or in the Town Court of the Town / ²³ of Newcastle upon Tyne, or within Twenty days next after
24 either of the said Feast, the first payment thereof to be made at or upon the Feast of Saint Michael the Archangel / ²⁴ next coming after the
date of these presents or within Twenty days then next after **Provided** Always nevertheless and upon Condition And it is the Agreement
25 / ²⁵ true intent and meaning of all the said parties to these present That if the said Sir Ralph Jenison his Executor Administrator and Assigns or
26 any of them be minded / ²⁶ or desirous at any time during the said term to Surrender and give over this present Lease, and of such or their do
27 give notice or warning unto the said / ²⁷ Sir John Swinburne his heirs or assigns by the space of Two years That then at the end and expiration
28 of the same Two years next after such notice or – / ²⁸ warning shall be so given as aforesaid, he the said Sir John Swinburne his heirs and
29 assign shall and will accept of such Surrender, and that at the end of / ²⁹ the same Two years this present Indenture of Lease and every grant
30 matter and thing herein contained shall Cease and determine and be utterly void – / ³⁰ frustrate and of none effect, Any thing above-said or
31 hereupon to be construed to the contrary hereof in any wise notwithstanding **And the Said** Sir John / ³¹ Swinburne for himself his heirs
Executors and Administrators and every of them doth covenant promise grant and Agree by these present to and with the said Sir Ralph
32 / ³² Jenison his Executor Administrator and Assign and to and with every of them, That it shall and may be lawful to and for him the said Sir
33 Ralph Jenison his Executor Administrators and / ³³ Assigns and every of them from time to time and at all times during the said term of Thirty
34 and one years peaceably and quietly to have hold occupy possess / ³⁴ and enjoy All the said Coal-mine Coal-pits Colliery Seam and Seams of
35 Coals and other the hereby demised premisses with the appurtenance and every part and / ³⁵ parcel thereof without the let suit trouble denial
36 molestation interruption expulsion or eviction of him the said Sir John Swinburne his heirs or assign or of any other / ³⁶ person or persons
whatsoever Claiming by from or under him or them or any of them, And that the said Coal-mine and Colliery and all and singular other the
37 premises / ³⁷ by these present demised or mentioned to be demised with their and every of their appurtenance now are and be and so from
38 time to time and at all times hereafter during the said / ³⁸ term of Thirty and one years shall remain continue and be Free and Clear and freely
39 and clearly acquitted exonerated and discharged or else well and sufficiently / ³⁹ saved kept harmless and indemnified off and from all and all
40 manner of former and other Gift Grant Bargain Sales Lease Jointures Dowers mortgage Statute / ⁴⁰ merchant and of the Staple
Recognizances Judgement Extent Executions Debt and duties of Record to the Crown and off and from all other estate titles trouble charge –
41 / ⁴¹ Encumbrance and demand whatsoever had made committed suffered done or assented unto or hereafter to be had made committed
42 suffered done or assented unto by him the said – / ⁴² Sir John Swinburne or any the Ancestors of the said Sir John or any other person or
43 persons whatsoever claiming by from or under him them or any of them (the rent in / ⁴³ and by these present reserved to be paid excepted)
44 **And the said** Sir Ralph Jenison for himself his Executor Administrator and assign and every of them doth covenant promise grant / ⁴⁴ and
Agree by these present to and with the said Sir John Swinburne his heirs Executor Administrator and Assign and every of them That he the

45 said Sir Ralph Jenison his Executor Administrator & assign / ⁴⁵ shall and will from time to time and at all time during the continuance of this
46 Lease according to the true intent and meaning of these present well and truly content and Pay or / ⁴⁶ cause to be paid unto the said Sir John
47 Swinburne his heirs and assign the aforesaid yearly rent or sum of Thirty Pound hereby reserved at such feast or term and in such / ⁴⁷ manner
and form as is herein before expressed **And** that he the said Sir Ralph Jenison his Executor Administrator and assign shall and will at the end
48 or other sooner determination of the said / ⁴⁸ term yield and deliver up unto the said Sir John Swinburne his heir and assign the full quiet and
49 peaceable possession of all and every the said Coal-mine & premisses / ⁴⁹ by these present demised with the appurtenance And after the
50 expiration or determination of the said term of Thirty and one years shall permit and suffer the said Sir John – / ⁵⁰ Swinburne his heirs and
assign and every of them at all times thereafter to drive any drift or drifts in through and from any one Shaft or pit which shall be sunk by the
51 / ⁵¹ said Sir Ralph Jenison his Executors Administrators or assign or any of them for the winning of the Coal-mine by these present demised
52 **And the said** Sir John Swinburne Doth for / ⁵² himself his heirs Executors and Administrators and every of them Covenant promise and agree
53 to and with the said Sir Ralph Jenison his Executor Administrator and Assign and to and with every of / ⁵³ them That he the said Sir John
Swinburne his heir and Assign and every of them shall and will from time to time and at all times from and after the expiration or other
54 / ⁵⁴ Determination of the said term of Thirty and one year well and truly bare pay and discharge his and their proportionable past with the rest
55 of the Owners of the said – / ⁵⁵ Coal-mine and Colliery of Benwell of the Charge to be from time to time expended for and about the
56 Conveying away of the water from the Coal-mines called the Main-coal / ⁵⁶ within the said Four Freehold Tenement or Farm-hold. **In** Witness
57 whereof the said parties to these present Indenture interchangeably have set their hand and seal the Day / ⁵⁷ and year first above written:
Anno Domini' 1677 /

58 Ra: Jenison

[ZC-2-1-p18]

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6th February 1677 –

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[Line N^o.]

[DOCUMENT]

[ZC-2-1-p18Ba]

[ZC-2-1-p18Bb]

- 1 **This Indenture** made the, Sixt – – – Day of February, – In the Thirtieth – yeare of the reigne of our Sovereigne Lord Charles the Second by the grace of God
- 2 of England Scotland France and Ireland King Defender of the faith &c Betweene Sir John Swinburne of Cappheaton in the County of Northumberland Barron^t:
- 3 of the one part, And Sir Ralph Jenison of Elswicke in the said County of Northumberland Kn^t: of the other part, **Witnesseth** That the said Sir John –
- 4 Swinburne aswell for and in consideracon of the Sume of Five Shillings of lawfull money of England to him in hand before the Sealeing and delivery
- 5 hereof well and truely paid by the said S^r: Ralph Jenison As alsoe for and in consideracon of the yearly rent hereafter in and by these p'sente menconed &
- 6 reserved, and for diverse other causes and lawfull consideracons him thereunto moveing **Hath** demised Granted and to Farme letten And doth by these p'sente
- 7 Demise grant and to farme lett unto him the said Sir Ralph Jenison his Executo^r: Administrato^r: and Assignes All and every the Coalemyne

	Coalepitte Colliery and Seame and –
8	Seamee of Coales whatsoever aswell opened as not opened lying being and remaineing within and under, and which can shall or may be had sought digged wonne wrought –
9	obtained and gotten forth and out of all and every or any of the Lande and ground of and within all those Fower Freehold Tenement or Farmhold called Swinburne
10	Farne scituate lying and being within the Towne'pp of Benwell in the said County of Northumberland and within every part and parcell thereof, And alsoe full and
11	free libertie power lycence and authoritie to Digg and sincke pitt and pitts drive drift and drifte watergate and watergates trench and trenche and to doe and p'forme
12	within the said Land and ground whatsoever else shalbe necessary fitting and convenient to be done and performed for the wynneing and workeing of the said –
13	Coalemynes Collieryes and p'misses, And alsoe good and sufficient Groundroome Heaperoomes and Wayleave within and through the said Land and ground
14	aswell for the laying and placeing of all such Coale and rubbish that comes out of the pitt and pitts as shalbe wrought or gotten forth or out of the said Colliery and p'misses
15	as alsoe for the loadeing carrying and conveying of the same Coales from the pitt and pitts to the Com'on Coalewaies the nearest and most convenient way to the
16	river of Tine, To have and to hold all the said Coalemyne and Coalepitte and Colliery and seame and seamee of Coalee whatsoever within the Land and ground
17	before menco'ed and all and singular other the Liberties previledge and p'misses above by these p'sent Demised or Granted or menconed or intended soe to be and every
18	part and parcell thereof with their and every of their appurtennce unto him the said S ^r : Ralph Jenison his Executo ^{rs} : Adminstrato ^{rs} : and Assigne from the Six and –
19	Twentieth day of March next ensewing the date hereof unto the full end and terme and for and dureing the whole terme of Thirtie and One yearee from thence
20	next ensewing fully to be compleat and ended Yeilding and Paying therefore yearly and every yeare dureing the said terme unto him the said Sir John Swinburne
21	his heires or assignes the Annuall or yearly rent of Thirtie Pounds of lawfull money of England att the Feaste of Sa ^t : Michaell the Archangell comonly called Michas
22	day and the Feast of the Annunciacon of the blessed Virgin Mary (comonly) called our Lady day by even and equall porcons Att or in the Towne Court of the Towne

23 of Newcastle upon Tine, or within Twentie daies next after either of the said Feaste, the first paym^t: thereof to be made att or upon the Feast of
Sa^t: Michaell th'Archangell

24 next comeing after the date of these presents or within Twentie daies then next after **Provided** Alwaies neverthesse and upon Condicon And
it is the Agreem^t:

25 true intent and meaneing of all the said parties to these p'sente That if the said S^r: Ralph Jenison his Executo^r: Adminstrato^r: and Assignes or
any of them beaminded

26 or desireous att any time dureing the said terme to Surrender and give over this p'sent Lease, and of such or their doe give notice or warneing
unto the said

27 S^r: John Swinburne his heirs or assignes by the space of Two yeares That then att the end and expiracon of the same Two yeares next after
such notice or –

28 warneing shalbe soe given as aforesaid, he the said S^r: John Swinburne his heires and assigne shall and will accept of such Surrender, and
that att the end of

29 the same Two yeares this present Indenture of Lease and every grant matter and thing herein contained shall Cease and determine and be
utterly void –

30 frustrate and of none effect, Any thing abovesaid or hereupon to be construed to the contrary hereof in any wise notwithstanding **And the**
Said S^r: John

31 Swinburne for himselfe his heires Exec^{rs}: and Adm^{rs}: and every of them doth covenant promise grant and Agree by these p'sent to and with
the said S^r: Ralph

32 Jenison his Exec^r: Adm^r: and assigne and to and with every of them, That it shall and may be lawfull to and for him the said S^r: Ralph Jenison
his Exec^r: Adm^{rs}: and

33 Assignes and every of them from time to time and att all times dureing the said terme of Thirtie and one yeares peaceably and quietly to have
hold occupie possesse

34 and enjoy All the said Coalemyne Coalepitts Colliery Seame and Seamee of Coales and other the hereby demised p'misses with the
appurten'nce and every part and

35 parcell thereof without the lett suit trouble denyall molestacon interupcon expulsion or eviccon of him the said S^r: John Swinburne his heirs or
assigne or of any other

36 person or persons whatsoever Clameing by from or under him or them or any of them, And that the said Coalemyne and Colliery and all and
singular other the premisse

37 by these p'sent demised or menco'ed to be demised with their and every of their appurten'nce now are and bee and soe from time to time and
att all times hereafter dureing the said

38 terme of Thirtie and one yeares shall remaine continue and bee Free and Cleare and freely and clearly acquitted exonerated and discharged
or else well and sufficiently

39 saved kept harmlesse and indemprified off and from all and all manner of former and other Guifte Grant Bargaine Sailes Lease Joynture
Dowers mortgage Statute

40 merchant and of the Staple Recognizances Judgem^t: Extent Execuc'ons Debt and duties of Record to the Crowne and off and from all other
estate titles trouble charge –

41 Incumbrance and demannnd whatsoever had made comitted suffered done or assented unto or hereafter to be had made comitted suffered
done or assented unto by him the said –

42 S^r: John Swinburne or any the Ancestors of the said S^r: John or any other person or persons whatsoever clameing by from or under him them
or any of them (the rent in

43 and by these p'sent reserved to be paid excepted) **And the said S^r: Ralph Jenison** for himselfe his Exec^r: Adm^r: and assigne and every of
them doth covenant promise grant

44 and Agree by these p'sent to and with the said S^r: John Swinburne his heires Exec^r: Adm^r: and assigne and every of them That he the said S^r:
Ralph Jenison his Exec^r: Adm^r: & assigne

45 shall and will from time to time and att all time dureing the continueance of this Lease according to the true intent and meaneing of these
p'sent well and truely content and Pay or

46 cause to be paid unto the said S^r: John Swinburne his heirs and assigne the aforesaid yearly rent or sune of Thirtie Pound hereby reserved
att such feast or terme and in such

47 manner and forme as is herein before expressed **And** that he the said S^r: Ralph Jenison his Exec^r: Adm^r: and assigne shall and will att the
end or other sooner determinacon of the said

48 terme yeild and deliver upp unto the said S^r: John Swinburne his heire and assigne the full quiett and peaceable possession of all and every
the said Coalemyne & p'misse

49 by these p'sent demised with the appurten'nce And after the expiracon or determinacon of the said terme of Thirtie and one yeares shall
permitt and suffer the said S^r: John –

50 Swinburne his heires and assigne and every of them att all times thereafter to drive any drift or drifte in through and from any one Shaft or pitt
which shalbe suncke by the

51 said S^r: Ralph Jenison his Exec^{rs}: Adm^{rs}: or assigne or any of them for the wynneing of the Coalemyne by these p'sent demised **And the said**
S^r: John Swinburne Doth for

52 himselfe his heires Exec^{rs}: and Adm^{rs}: and every of them Covenant promise and agree to and with the said S^r: Ralph Jenison his Exec^r: Adm^r:
and Assigne and to and with every of

53 them That he the said S^r: John Swinburne his heire and Assigne and every of them shall and will from time to time and at all timee from and
after the expiracon or other

54 Determinacon of the said terme of Thirtie and one yeare well and truely beare pay and discharge his and their proporconable past with the
rest of the Owners of the said –

55	Coalemyne and Colliery of Benwell of the Charge to be from time to time expended for and about the Conveying away of the water from the Coalemynes called the Mainecoale
56	within the said Fower Freehold Tenem ^t : or Farmhold. In Witnesse whereof the said parties to these p'sent Indenture interchangeably have sett their hand and seale the Day
57	and yeare first above written: Annoy Dm' <u>1677</u> /
58	Ra: Jenison
	[ZC-2-1-p18]