

3th September 1606, Copy of INDENTURE, between Thomas SWINBURNE and John BAKER, regarding Chropher MYTFORDE's Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

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3 Sept 1606

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E o [Jobne] Barker for

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|---|---|
| 1 | This Indenture made the Third day of September in the third year of the reign of our Sovereign Lord James by the grace of god King of |
| 2 | England France and Ireland defender of the faith or and of Scotland the / ² [39 th] / Between Thomas Swinburne of Capheaton in the County of Northumberland Esquire on the one part, And John Barker of the town Newcastle upon Tyne within the County of the same Town Merchant |
| 3 | on / ³ the other part Witnesseth that the said Thomas Swinburne for certain good & reasonable causes and considerations him hereunto |

4 moving Hath demised granted and to Farm letten unto the said John Barker, All that state room /⁴ or parcel of ground containing two Keele
rooms now or late in the tenure or occupation of one Chropher Mytforde of the said town of Newcastle Merchant situate adjoining upon or
5 near the River of the Tyne in the township or /⁵ Territories of Benwell in the said County of Northumberland, with free way leave, ingress
egress and regress carriage and re-carriage into and from the same state in and by, all the ways and passage used or meet and convenient
6 to be had /⁶ and used from his or their Coal Pit or Pit, for the conveyance of the Coals of the said John Barker his executors and assigns in
7 the township and Territories aforesaid **To have and to hold** the said state room and all /⁷ other the premisses avow by theirs part mentioned
to be demised unto the said John Barker his executors administrators and assigns from the Feast day of the Annunciation of the blessed
8 Virgin Mary hast past before the date – /⁸ hereof unto the end and term of Nine years then next following fully to be complete and ended
9 **vesting** and paying therefore yearly during the said term unto the said Thomas Swinburne his heirs or Assigns /⁹ Forty shilling of the full
money of England at two Feast and times in the year that is to say at the Feast of Saint Martyn the bishop in winter and The Apostles Phillip
10 and James by even portions **And if it** /¹⁰ happen the said yearly rent to be behind unpaid in part or in all over or after either Feast or Term of
11 payment thereof avowsaid in which yet ought to paid by the space of twenty days being lawfully demanded That /¹¹ then or at any time after it
shall or may be lawful to and for the said Thomas Swinburne his heirs and assigns into the said state to enter and distrain and the distress
12 and distresses then and there so found lawfully to lead /¹² drive and Carry away and the same toward him and them to define and keep, until
13 the said yearly rent with the [arrangement] thereof be unto the said Thomas Swinburne his heirs or assigns fully satisfied and paid – /¹³ **And**
the said Thomas Swinburne Covenanteth and granteth for him his heirs executors and assigns to and which the said John Barker his
14 executors administrators and assigns in manner and form following that is to say /¹⁴ That he the said John Barker his executors
administrators or assigns for the said yearly rent of Forty shilling in form of the aforesaid to be paid shall or may by force of these part
15 peaceably and quietly have hold use occupy /¹⁵ and enjoy all the said state (Containing two keele rooms) with all and singular other the
premisses avowed by these parts mentioned or intended to be demised and granted without any let trouble or intervention of the said
16 Thomas /¹⁶ Swinburne his heirs executors administrators or Assigns or any of them or of any other person or persons by the means title or
17 procurement of them or any of them, and without any lawful eviction or expulsion of any other /¹⁷ person or er during the said term **And**
further That he the said Thomas Swinburne his heirs executors or Assigns shall bear and pay all rent [quytrente] duties encumbrance and
18 charge going /¹⁸ out or payable amongst other things of and for the premisses or any part thereof or whereby or where with the same
19 premisses or any part thereof or any the coals of the said John Barker shall be charged except /¹⁹ the said yearly rent avow reserved or
thereof [eu'ie] part and parcel thereof (except before excepted And all and singular accou[nts] suite distresses damage and demand Coming
20 or going for or by reason of the /²⁰ same, shall save and keep harmless the said John Barker his executors administrators or Assigns from

21 time to time **And moreover** that he the said John Barker his executors administrators and assigns for the space of / ²¹ Six months next after
the end of the said term shall or may lawfully hold and detain the said state rent free for carrying away his or their coals being thereupon at
22 the end of the said term without any / ²² Let trouble or intervention of the said Thomas Swinburne his heirs executors or Assigns or of any
23 other person or persons by his or their means title or procurement Any thing avow said or thereupon to be construed / ²³ to the contrary
thereof in any wise notwithstanding In **[witness] whereof** the said parties to this part Indentures interchangeably have set their hands and
seals the day and year First avow written

24 J[ohn]: Barker: I

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(WRITTEN with OLD ENGLISH SPELLINGS)

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1	This Indenture made the Third day of September in the thirde yere of the raigne of our Sovereigne Lord James by the grace of god King of England Fraunce and Ireland defendor of the faithe or and of Scotland the
2	[xxxixth] / Between Thomas Swinburne of Captheaton in the Countye of Northumberland Esquier on thone ptye, And John Barker of the towne Newcastle vpon Tyne w th in the Countie of the same Towne M ^c chant on
3	thother ptye Witnesseth that the said Thomas Swinburne for certaine good & reasonable causes and consideracones him hereunto moving Hath demysed granted and to Farme letten unto the saide John Barker, All that state roome
4	or pcell of grounde conteyning two Keele rooms nowe or late in the teanure or occupacon of one Chropher Mytforde of the saide towne of Newcastle M ^c chant scytuate adioyning upon or nere the River of the Tyne in the towneshipp or
5	Territories of Benwell in the saide Countie of Northumberland, w th free way leave, ingresse egressse and regresse carriage and recarriage into and from the same staite in and by, all the wayes and passage vsed or meet and convenient to behad
6	and vsed from his or their Colepytte or pytte, for the conveyance of the Coles of the saide John Barker his exrs and assignes in the towneshipp and Territories aforesaide To have and to holde the saide stayte roome and all
7	other the premisses avoue by theirs prte menconed to be demysed vnto the said John Barker his ex's adm'stes and assignes from the Feast daye of the Anuncacon of the blessed Virgyne Marye hast past before the date –
8	hereof vnto the end and terme of Nyne yeares then next following fullie to be complete and ended vesding and paying therefor yerelie during the saide terme vnto the saide Thomas Swinburne his heyres or Assignes
9	Fortye shillinge of the full money of England at two Feaste and times in the yere that is to saye at the Feast of Saint Martyne the bishopp in winter and Thappostles Phillip and James by even porcons And vf it
10	happen the saide yerelie rent to be behynde vnpaide in pte or in all over or after eyther Feast or Terme of paym ^t thereof avouesaide in w th yt ought to paide by the space of twenty dayes being lawfullie demaunded That
11	then or at any time after yt shall or may be lawfull to and for the saide Thomas Swinburne his heyres and assignes into the saide state to enter and distreyne and the distresse and distresses then and their so founde lawfully to lead
12	drive and Carry away and the same towarde him and them to defeyne and keepe, vntil the said yearlie rent w th tharrerage thereof be vnto the said Thomas Swinburne his heyres or assignes fullie sattissied and paide –
13	And the saide Thomas Swinburne Covennteth and graunteth for him his heirs ex's and assignes to and w ^{ch} the saide John Barker his ex's admi'stes and assignes in manner and forme following that is to saye
14	That he the saide John Barker his ex's admi'stes or assignes for the saide yerelie rent of Fortye shillinge in forme of the aforesaide to be paide

shall or may by force of this private peaceable and quietlie have holde vse occupie
15 and anioy all the saide stayte (Conteyning two keele roomes) w^h all and singular other the premisses aboue by this private menconed or
intended to be demysed and graunted w^hout any let trouble or intervpcion of the saide Thomas
16 Swinburne his heyres executors admi'stes or Assignes or any of them or of any other pson or psons by the meanes tyle or procurem^t of them
or any of them, and w^hout any lawfull eviccon or expulcon of any other
17 pson or psons during the saide terme **And further** That he the saide Thomas Swinburne his heyres executors or Assignes shall beare and
paie all rente quytrete dewties incumbrance and charge going
18 out or payeble amongst other thyngs of and for the p^rmisses or any pte thereof or whereby or wherewth the same p^rmisses or any pte
thereof or any the coles of the saide John Barker shalbe charged except
19 the saide yerelie rent aboue reserved or thereof [eu'ie] pte and pcell thereof (except before excepted And all and singular accous suyte
distresses damage and demaunde Coming or gowing for or by reason of the
20 same, shall save and keepe harmeles the saide John Barker his executors admi'stes or Assignes from time to time **And moreover** that he the
saide John Barker his ex's admi'stes and assignes for the space of
21 Six moneths next after the end of the saide terme shall or may lawfullie holde and detayne the saide staitte rent fre for carring away his or their
coles being therevpon at the end of the saide term without any
22 Let trouble or intervpcion of the saide Thomas Swinburne his heyres executors or Assignes or of any other pson or psons by his or their
meanes title or procurem^t Any thing aboue saide or therevpon to be construed
23 to the contrarie thereof in anywise notwithstanding In **[wituce] whereof** the saide pties to this private Indentures interchangeablie have set
their hands and seales the day and yere First aboue written
24 J[ohn]: Barker: I