

INDENTURE of 17th January 1607, between Thomas SWINBURNE and Peter RIDDELL, regarding 21 year Lease for Scotewood & Benwell Coal-mines

(WRITTEN with MODERN ENGLISH SPELLINGS)

[Writing on Back of Document]

Signed at d[ay] in pri[]urm

Signed [] [Wm] E[rr]ington

George Bartrame

George [Alruabye]

Signed X [L]ogen [Hall]

[mark] X [aur][R ut] [zrny]

[W]ory [P]ubh

[ZC-2-1-p3]

In the Exchequer

Sir Edward Swinburne Bar^t. and

others ----- Plaintiff

ag^t.

William Adair Esquire and other

Deft^s.

3^d. February 1786

read in Evidence for the Plt^s.

[Meilngram]

[ZC-2-1-p3]



[Capital on Document]

A Lease [to m^r] Peter Riddell

of my Coal-mines of B[ipmgh]

Fo^r [te] & [erm ing] of XXI years

- 1607--

Heard to Riddell of [bleory]

17 Jan^{ry} 1607

[in Pencil] 17 Jan 1607

(3 [document Number see document '0']

[Line N ^o .]	[DOCUMENT]
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	<p>(1606) / ¹ This Indenture made the Seventeenth day of January in the fourth year of the reign of our Sovereign lord James by the grace of god King of England France and Ireland defender / ² of the faith And of Scotland the Fortith Between Thomas Swinburne of Capheaton in the County of Northumberland Esquire on the one party And Peter Riddell of the town Newcastle upon Tyne in the County of the same town gent / ³ on the other part Witnesseth that the said Thomas Swinburne for certain good and reasonable causes and considerations him hereunto especially moving hath demised granted and to firm let and by this part doth demise grant / ⁴ and to firm let to the said Peter Riddell his executors administrators & assigns All that the moiety or half part of all and singular the coal-mines and coals [un]wrought to him the said Thomas Swinburne appertaining And of the coal-pit as well opened as / ⁵ to be opened being and remaining in Scotewood within the Lordship and territories of Benwell in the County of Northumberland together with free liberty to dig sink ridd and work pit and pits and to make trench & trenches or other passage / ⁶ for conveying of water and for avoiding of Styth for the winning working or obtaining of the said moiety or half part of the said Coal-mines and coals within Scotewood aforesaid, and also free and convenient way-leave water-leave / ⁷ ground room and heap room as well for the working obtaining and laying of the said coals to be wrought out of the said mines and of the earth stone rubbish slate and other refuse and conveyance of water providing or to provide out of / ⁸ any of the work of the premises as for conveying loading and carrying away of the coals to be wrought out of any pit or pits had or made or to be had or made in the in the premises to the Staith or Staiths of the said Peter Riddell his / ⁹ executors or assigns for the time being at or near the water of Tyne with horse Wayne Carte or other carriage and to erect lodge or hovel to work or stand under, with all other matters and things mete and convenient together / ¹⁰ with all that staith situated and adorning upon the water of the Tyne built, late in the occupation of [p'pofer] m[]tford and now in the occupation of John Barker of Newcastle merchant To have and to hold / ¹¹ All the said moiety or half part of the said coal-mines and coals above mentioned to be demised Together with the said way-leave water-leave heap room staith liberties and all other the premises above granted unto the said Peter / ¹² Riddell his executors administrators & assigns from the last day of August next coming after the date hereof unto the end and term of one and twenty years then next following fully to be complete and ended yielding / ¹³ and Paying therefore yearly during the said term unto the said Thomas Swinburne his heirs or Assigns Forty [marks] of lawful money of England at the now dwelling house of Charles Hedworth Esquire situated / ¹⁴ in Pilgrim Street within the said town of Newcastle upon Tyne at two feast or terms in the year that is to say at the feast of the purification of the blessed virgin Mary, and S^t. Peter ad Vincula commonly called Iamas day / ¹⁵ or within fourteen days next after either of the same feast days by even portions And yielding and paying therefore yearly during the said term to the said Thomas Swinburne his heirs</p>

16 or assigns for every pit / ¹⁶ in the premises whereat or out of with the said Peter Riddell his executors administrators or assigns shall work
and draw coals, more then at one coal-pit except Drift-pit and water-pit only forty [mark] of lawful money of England at the said now dwelling,
17 / ¹⁷ house of the said Charles Hedworth in Pilgrim street in Newcastle aforesaid at the said two feast days or terms in the year, or within
18 fourteen days next after either of the same feast days by even portions **And whereas** also / ¹⁸ the said Thomas Swinburne is now lawfully
estated and entressed [] and in one fixed part accounting the whole in fixed part to be divided, of all and singular the coal-mines and coals
19 being and remaining without Scotewood aforesaid within the Lordship of Benwell / ¹⁹ He the said Thomas Swinburne for the like causes and
consideration [of] him here unto especially moving Hath demised granted and to firm let and by this part doth demise grant and to firm let
20 to the said Peter Riddell his executors administrators and assigns / ²⁰ All that his said fixed part accounting the whole in fixed part / to be
divided of all and singular the coal-mines coals unwrought, and coal-pits, as well opened as to be opened being and remaining within any of
21 the ground field or territories of Benwell aforesaid / ²¹ without the said wood called Scotewood Together with free liberty to dig sink ridd and
work pit & pits and to make trench and trenches or other passage for conveying of water and for avoiding of Styth and for the winning working
22 or obtaining of the said / ²² fixed part of the said coal-mines and coals within the said ground field or territories without Scotewood aforesaid /
And also free and convenient way leave, water-leave, ground room, and heap room, as well for the working [attaining] and laying of the
23 / ²³ said coals and of the earth stones rubbish slat and other refuse and the conveying of water as for conveying leading and carrying away of
24 the coals wrought out thereof, to the Staith or Staiths of the said Peter Riddell his executors / ²⁴ administrators or assigns for the time being at
or near the water of Tyne with horse Wayne Carte and other Carriage and to erect lodge or hovel with the other [partner] of the same mines
25 mete and convenient **To have and** to hold / ²⁵ All the said fixed part of the said coal-mines and coals and all other the premises last above
demised into the said Peter Riddell his executors administrators & assigns from the said last day of August next coming after the date hereof
26 unto the end / ²⁶ and term of one and twenty years Then next following fully to be complete and ended **Yelding** and paying therefore yearly
27 during the said term to the said Thomas Swinburne his heirs or assigns term [paying] / ²⁷ of lawful money of England at the said two feast or
terms [of] the year or within fourteen days next after either of the same feast days by even portions and at the said now dwelling house of the
28 said Charles Hedworth **And** / ²⁸ also yielding and paying yearly during. the said term to the said Thomas Swinburne his heirs or assigns for
every pit out of Scotewood aforesaid where at, or out of which, the said Peter Riddell his executors administrators or assigns, shall work
29 / ²⁹ and draw coals more then at one coal pit (except Drift pits and water pits only) ten pounds of lawful money of England, at the said house
30 and at the said two feast aforesaid, or within fourteen days next after either of the / ³⁰ same feast days by even portions **And** if it shall happen
the said several rent of Forty [Marks] and Ten pounds or any of them to be behind unpaid in part or in all, over or after either feast day thereof
31 above said in which it ought / ³¹ to be paid or shall be due, by the said space of fourteen days being lawfully demanded, at the said dwelling

house of the said Charles Hedworth in Pilgrim street aforesaid, That then or at any time after it shall or may be lawful to and for the said
32 Thomas / ³² Swinburne his heirs and assigns in to the said coal-mines coals coal-pits and all other the premises above by these part demised
33 wholly to re-enter, and the same to hew again retain and repossess as in his or their firs[t] estate And the said Peter Riddell his / ³³ executors
administrators [&] assigns thereof and there from utterly to [exp]ell put out and a-move Any thing above said or thereupon to be construed to
34 the contrary thereof in any wise not withstanding / **And the said** Thomas Swinburne^< for him> his heirs / ³⁴ executors administrators and
assigns and every of them covenants and grants to and with the said Peter Riddell his executors administrators and assigns and every
35 of them by this part in manner and form following that is to say That all and singular the premises / ³⁵ above by these parts demised at the
time of the commencement of the said term and so forthward during the continuance thereof shall be and continue, unto the said Peter Riddell
36 his executors administrators & assigns clear and clearly acquitted and discharged or sufficiently / ³⁶ sued harmless by him the said Thomas
Swinburne his heirs executors or assigns of and from all and every former leases bargains statute recognizance Remits rents and arrearage
37 of rent Judgement executions [joyuto's] dowers estate and encumbrance whatsoever, And that he the / ³⁷ said Peter Riddell his executors
administrators or assigns shall or may for the said several yearly rent of Forty [mark] and Ten pound to be paid as aforesaid and under the
38 condition above expressed, peaceably and quietly, have hold occupy and [envoy] all the said / ³⁸ moiety or half part of the said coal-mines
coals and coal-pit in Scotewood aforesaid Together with the said fixed part of all and singular the said coal-mines coals and coal-pits out of
39 Scotewood aforesaid in the said ground field and territories of Benwell and all – / ³⁹ other the p^{re}mises above mentioned to be demised,
without any let trouble or interruption of him the said Thomas Swinburne his heirs executors administrators or assigns or any of them or a[ny]
40 other person or persons by the means title or procurement of them or any of them And without / ⁴⁰ any lawful eviction or expulsion of any other
person or persons during the said term / And that he the said Peter Riddell his executors administrators and assigns shall or may have free
41 ground-room staith-room and wayleave in other ground land and territories aforesaid / ⁴¹ for the laying and taking away of his and their coals
then wrought for space of one half year next after the end of the said term without any let of him the said Thomas his heirs executors
42 administrators or assigns or any of them **And** the said Peter Riddell for him / ⁴² his executors administrators & assigns convents to and with
the said Thomas Swinburne his heirs executors & assigns by these parties That the tenant of the same Thomas his heirs & assigns shall or
43 may during the said term hew & take the leading of all the said coals / ⁴³ proceeding out of the said mine or mines above demised to the staith
or staiths of the said Peter his executors administrators or assigns for the time being afore any other person or persons So that they do and
44 will serve & lead with their carriage at all convenient times when they shall be / ⁴⁴ required, and with such measure and at such rate & price as
any other or others shall or will do without fraud or covin **Provided** always and it is further agre[ed] between the said parties for them their
45 heirs executors & assigns to and by these parties That if he the / ⁴⁵ said Peter his executors administrators or assigns shall at any time

46 hereafter [mislike] to hold the premises any longer, intending to give over the same And thereupon shall (not only) upon any of the said feast
47 days of the purification of the blessed virgin Mary or S^t Peter / ⁴⁶ ad Vincula in any year or within fourteen days next after such feast day give
[n]otice and warning to the said Thomas Swinburne his heirs executors administrators or assigns at the said now dwelling house of the said
48 Charles Hedworth in Pilgrim street aforesaid of such / ⁴⁷ his [mislike] and intent (But also) upon such of the same feast days of the purification
of the blessed virgin Mary or S^t Peter ad Vincula called lamas day as next shall fall or to be after such notice and warning given or within
49 fourteen days then next after pay or cause / ⁴⁸ to be paid to the said Thomas Swinburne his heirs executors administrators or assigns at the
same house the half years rent of the premises then due according to the reservations and agreement afore specified with all arrearage
thereof (if any be) That then & / ⁴⁹ from then Forth this part Indenture of lease and term of year then to c[o]me with every covenant grant and
50 [deliver] up the one / ⁵⁰ to the other his executors administrators or assigns that part of this party an[d] obligation which they have sealed to be
cancelled and de faced or a sufficient discharge or release for them or such of them as shall be wanting upon request therefore made Any
51 thing / ⁵¹ above said or thereupon to be construed to the contrary thereof in any wise no[t] with standing **In Witnes^s** whereof the said parties to
this part Indentures interchangeably have let their seal [hereon] the day & year first above written
52 Peter Riddell

[ZC-2-1-p3]

(WRITTEN with OLD ENGLISH SPELLINGS)

[Writing on Back of Document]

Sigith at d[ah] in pri[]urm

Signd [] [Wm] E[rr]ington

George Bartrame

George [Alruabye]

Signd X [L]ogen [Hall]

[marq] X [aur][R ut] [zrnj]

[W]ory [P]ubh

[ZC-2-1-p3]

	<p>In the Exchequer</p> <p>Sir Edward Swinburne Bar^t. and others – – – – – Plaintiff ag^t.</p> <p>William Adair Esquire and other Deft^s.</p> <p>3^d. February 1786 read in Evidence for the Plt^s. [Meilngram]</p>	<p>A Lesse [to m^r] Peter Riddell of my Collemyns of B[ipmgh] Fo^r [te] & [erm ing] of XXI yer – 1607--</p> <p>Heard to Riddell of [bleory] 17 Jan^{ry} 1607 [in Pencil] 17 Jan 1607 (3 [document Number see document '0']</p>
[Line N ^o .]	[DOCUMENT]	
1 2 3 4 5 6 7 8 9	<p>(1606) This Indenture made the Sevententh daie of January in the fourth yere of the raigne of our Sovereigne lord James by the grace of god King of England Franncce and Ireland defend^r of the faithe And of Scotlande the Fortith Betwene Thomas Swynborne of Caphiton in the Countie of Northumberlande Esquier on thone ptie And Peter Riddell of the towne Newcastle vpon Tyne in the Countie of the same towne gent on thother ptie Witnesseth that the saide Thomas Swynborne for certaine good and reasable [caus's] and consideracons him herevnto especiallie moving hath demysed granted and to ferme letten and by theis pwte doth demyse grante and to ferme let to the saide Peter Riddell his ex^rs adm^{'st}'s & assignes All that the moytie or half ptie of all and singuler the colemynes and coles [un]wrought to him the saide Thomas Swynborne app^{'tey}ning And of the colepitte aswell opened as to be oppened being and remayning in Scotewood wthin the lordship and territories of Benwell in the Countie of Northumberlande together wthfre libtie to digg sinck ridd and work pitt and pitte and to make trench & trenches or other passage for conveying of water and for avoiding of Styth for the wyning working or obteyning of the said moytie or half pte of the saide colemynes and coles w^hin Scotewood aforesaide, and also fre and convenyent wayleave waterleave ground rowme and heaprowme aswell for the working obteyning and laying of the saide coles to be wrought out of the saide mynes and of the earth stone rubbish slat and other refuce and conveyence of water providing or to provide out of any of the worke of the p^{re}misses as for conveying loading and carrying away of the coles to be wrought out of any pitt or pitte had or made or to be had or made in the in the P^{re}misses to the Staith or Staithes of the saide Peter Riddell his executors or assignes for the tyme being at or nere the water of tyne w^h horse Wayne Carte or other carriage and to erecte lodge or hovelle</p>	

	to work or stand vnder, w th all other mat ^r s and things mete and conveyent together
10	w th all that staith scituat and adwyning vpon the water of the tyne builded, late in the occupacon of [p ^r ofer] m ^r tford and nowe in the occupacon of John Barker of Newcastle merchant To have and to hold
11	All the saide moytie or half pte of the saide colemynes and coles aboue menconed to be demysed Together w th the saide wayleave waterleave heaprowme staith liberties and all other the P ^{re} misses aboue graunted vnto the saide Peter
12	Riddell his ex ^r s admi st 's & assignes frome the last daie of August next comyng after the date hereof unto thende and terme of one and twenty yeres then next following fullie to be complete and ended yeldinge
13	and Paying therefore yerelie during the saide terme vnto the saide Thomas Swynburne his heires or Assignes Fortie [m ^r ke] of lawfull money of Englande at the nowe dwelling house of Charles Hedworth Esquier scituat
14	in pilgram streat w th in the saide towne of Newcastle vpon tyne at two feaste or termes in the yere that ys to saie at the feaste of the purificacon of the blessed virgyn Mary, and S ^t . Peter [advincula] comonlie called lamas' daie
15	or w th in fourtene daies next after eyther of the same feast daies by evan porcions And yelding and paying therefore yerelie during the saide terme to the saide Thomas Swynborne his heires or assignes forevery pitt
16	in the p ^r misses whereat or out of w th the saide Peter Riddell his executors admi st 's or assignes shall work and drawe coles, more then at one colepitt except Driftpitte and waterpitte onlie fortie [m ^r ke] of lawfull money of Englande at the saide nowe dwelling,
17	house of the saide Charles Hedworth in pilgram streate in Newcastle aforesaide at the saide two feast daies or termes in the yere, or w th in fourtene daies next after eyther of the same feast daies by even porcons And whereas also
18	the saide Thomas Swynborne ys nowe lawfullie estated and entressed [] and in one fixt pte accompting the whole in fix pte to be devided, of all and singuler the colemynes and coles being and remayning w th out Scotewood aforesaide w th in the lordshipp of Benwell
19	He the saide Thomas Swynborne for the like causes and consideracon [of] him here vnto especiallie moving Hath demysed graunted and to ferme letten and by theis pwte doth demyse graunt and to ferme let to the saide Peter Riddell his ex ^r s admi st 's and assignes
20	All that his saide fixt pte'accompting the whole in fix ^t pte / to be devided of all and singular the colemynes coles vnwrought, and cole pitte, aswell oppened as to be oppened being and remayning w th in any of the grounde fielde or territories of Benwell aforesaide
21	w th out the saide wood called Scotewood Together w th fre libertie to digg sinck ridd and work pitt & pitte and to make trench and trenches or other passage for conveying of water and for avoiding of Styth and for the wyning working or obteyning of the saide
22	fixt pte of the saide colemynes and coles w th in the saide grounde field or territories w th out Scotewood aforesaide / And also fre and conveyent way leave, water leave, ground rowme, and heaprowme, aswell for the working ahteyning and laying of the
23	saide coles and of the earth stoness rubbish slat and other refu[s]e and the conveying of water as for conveying leading and carrying away of the coles wrought out thereof, to the Staith or Staithes of the saide Peter Riddell his ex ^r s
24	admi st 's or assignes for the tyme being at or nere the water of [ty]ne w th horse wayne Carte and other Carriage and to erecte lodge or hovelle w th the other p ^r tenere of the same mynes mete and conveyent To have and to hold

25 All the saide fixt pte of the saide colemynes and coles and all other the p^{re}misses last aboue demysed vnto the saide Peter Riddell his ex^rs
admist's & assignes frome the saide last daie of August next comyng after the date hereof vnto thende

26 and terme of one and twentie yeres Then next following fullie to be complete and ended **Yeldinge** and paying therefore yerelie during the
saide terme to the saide Thomas Swynborne his heires or assignes terme p[a]jinge

27 of lawfull money of Englande at the saide two feaste or termes [of] the yere or w^hin fourtene daies next after eyther of the same feast daies
by even porcons and at the saide nowe dwelling house of the saide Charles Hedworth **And**

28 also yelding and paying yerelie during. the saide terme to the saide Thomas Swynborne his heires or assignes for every pitt out of Scotewood
aforesaide whereat, or out of w^{ch}, the saide Peter Riddell his ex^rs admist's or assignes, shall work

29 and drawe coles more then at one cole pitt (except Drift pite and water pits onlie) tenne punnds of lawfull money of Englande, at the saide
house and at the saide two feaste aforesaide, or w^hin fourtene daies next after eyther of the

30 same feast daies by even porcons **And** yf yt shall happe[n] the saide severall rente of Fortie m^{ke} and Tenne ponde or any of them to be
behynde vnpaide in pte or in all, over or after eyther feast daie thereof abovesaide in w^{ch} yt ought

31 to be paide or shalbe due, by the saide space of fourtene daies being la[w]fullie demaunded, at the saide dwelling house of the saide Charles
Hedworth in pilgram streat aforesaide, That then or at any tyme after yt shall or may be lawfull to and for the saide Thomas

32 Swynborne his heires and assignes in to the saide colemynes coles colepit[t]e and all other the p^{re}misses aboue by theis pwte demysed
wholie to reenter, and the same to haue againe retayn and repossesse as in his or their firs[t] estate And the saide Peter Riddell his

33 executors admistrators [&] assignes thereof and there frome vtterlie to [exp]ell put out and amove Any thing above saide or therevpon to be
construed to the contrary thereof in any wise not w^hstanding / **And the saide** Thomas Swynborne[<] for him[>] his heires

34 executors admistrators and assignes and every of them coven^teth and grunteth to and w^h the saide Peter Riddell his executors
admistrators and assignes and every of them by theis pwte in manner and forme following that ys to saie That all and singular the p^{re}misses

35 above by theis pwte demysed at the tyme of the comensm^t of the saide terme and soe furthwarde during the contynuaunce thereof shalbe
and contynue, vnto the saide Peter Riddell his executors admist's & assignes clere and clerelie acquyted and discharged or sufficiently

36 saued harmeles by him the saide Thomas Swynborne his heires ex^rs or assignes of and frome all and every former leas^s bargaynes statute
recognzance Rimyties rents and arrerage of rent Judgm^te executions ioyuto^rs dowers estate and incombraunce whatsoever, And that he the

37 saide Peter Riddell his executors admist's or assignes shall or may for the saide severall yerelie rente of Fortie m^{ke} and Tenne ponde to be
paide as aforesaide and vnder the condicon above expressed, peasablie and quietlie, have hold occupie and [enoy] all the saide

38 moytie or half pte of the saide colemynes coles and colepitte in Scotewood aforesaide Together w^h the saide fixt pte of all and singuler the
saide colemynes coles and colepi[tt] out of Scotewood aforesaide in the saide grounde fielde and territorcs of Benwell and all –

39 other the p^{re}misses above menconed to be demysed, w^hout any let trowble or interrupcon of him the saide Thomas Swynborne his heires
ex^rs admist'rators or assignes or any of them or a[n]y other pson or psons by the meanes tyle or procurem^t of them or any of them And w^hout

40 any lawfull evicon or expulcon of any other pson or psons during the saide terme / And that he the saide Peter Riddell his ex^rs admist'rators
and assignes shall or may have fre groundrowme staithrowme and wayleave in other grounde lande and territories aforesaide

41 for the laying and taking away of his and their coles then wrought for space of one half yere next after thende of the saide terme w^hout any let
of him the saide Thomas his heirs ex^rs admi^strators or assignes or any of them **And** the saide Peter Riddell for him

42 his ex^rs admi^strators & assignes coven^teth to and w^h the saide Thomas Swynborne his heires ex^rs & assignes by theis pwte That the
tennente of the same Thomas his heires & assignes shall or may during the saide terme haue & take the leading of all the saide coles

43 proceding out of the saide myne or mynes above demysed to the staith or staiths of the saide Peter his ex^rs admi^strators or assignes for the
tyme being afore any other pson or psons So that they doe and will serve & lead w^h their carriage at all convenyent tymes when they shalbe

44 requyred, and w^h such measure and at such rate & pryce as any other or others shall or will do w^hout fraude or covin **Provided** alwaies and
yt is further agre[ed] betwene the saide pties for them their heires ex^rs & assignes to and by theis pwte That yf he the

45 saide Peter his ex^rs admi^strators or assignes shall at any tyme hereafter mis[]k to hold the p^rmiss^s any longer, entending to give over the
same And therevpon shall (not onlie) vpon any of the saide feast daies of the purificacon of the blessed virgyn Mary or S^t Peter

46 advincula in any yere or w^hin fourtene daies next after such feast daie give [n]otice and warning to the saide Thomas Swynborne his heires
ex^rs admi^strators or assignes at the saide nowe dwelling house of the saide Charles Hedworth in pilgram streat aforesaide of such

47 his [mislik] and entent (But also) vpon such of the same feast daies of the purif[i]cacon of the blessed virgyn Mary or S^t Peter advincula called
lomas daie as next shall fall or to be after such notice and warning given or w^hin fourtene daies then next after paie or cause

48 to be paide to the saide Thomas Swynborne his heires executors admi^strators or assignes at the same house the half yeres rent of the
p^re^misses then due according to the reservecons and agre^mte afore specified w^h all arrerage thereof (yf any be) That then &

49 frome then Forth this pwte Indenture of lease and terme of yeres then to c[]me w^h every coven^t graunt and agre^mt above specified and all
bonde therevpon made shalbe determyned and vtterlie voide And that then eyther of the saide pties shall del[iv]er vp the one

50 to the other his executors admi^strators or assignes that pte of theis pwte an[d] obligacon w^h they have sealed to be cancelled and de faced
or a sufficient discharge or releasse for them or such of them as shalbe wanting vpon request therefore made Any thing

51 above saide or therevpon to be construed to the contrary thereof in any wise no[t] w^h standinge **In Witness**^s whereof the saide pties to theis
pwte Indentures interchangeable have let their sealle [y]eavon the daie & yere first above written

52 Peter Riddell

[ZC-2-1-p3]