

INDENTURE of 13th Oct. 1617, between William SWINBURNE and
Sir Peter RIDDELL, regarding his 16 year Colliery Lease

(WRITTEN with MODERN ENGLISH SPELLINGS)

[Writing on Back of Document] [ZC-2-1-4]

Signed sealed and delivered in the parts of :-

[Rar]ph [[]sahay

& Anthony Normany Sce' :-

[below text written Transversely]

[W l a . . j . by phw]

of yit growl] may bring

[W pgi wan L aoy]

[b o y is ^<c> yw'm s []]

[]

[]ws ^ wq [] in [y]

Said s[] | y | o [] [] e

Wyour axluaing wy [m]

Wa[]r [] by prem in

[]c sais sxr__ yr of m[y]

we: it is agreed between the parties within [mentioned] before

then sealing and [delivering] hereof, that the said [yearly] –

rent within reserved, shall be yearly paid, at or Within

The now dwelling house of the within named S^r Peter

Riddell Knight situated within the Town of Newcastle

Upon Tyne in a street there Called Pilgrim street

Thomas Cla[r]k

& Anthony Normany Sce' :- /

[below text written Transversely upsidedown]

13th Oct^r. 1617

Lease to [s] Pet Riddell

[a]

(4 [Document Number])



[Document Capital]

[ZC-2-1-p4]

[Line N ^o .]	[DOCUMENT -Text of Indenture]
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	<p>1617 This Indenture made the Thirteenth day of October in the fifteenth year of the Reign of are Sovereign Lord James by the grace of God King of / ² England France and Ireland defender of the faith &c. and of Scotland the One and Fifth, Between William Swinburne of Capheaton in the County of Northumberland / ³ Esquire on the one part, And Sir Peter Riddell of the Town of Newcastle upon Tyne in the County of the same Town Knight on the other part / Witnesseth That / ⁴ the said William Swinburne for divers good Causes and lawful Considerations him moving, Hath, demised granted and to farm let, and by these [parties], doth – / ⁵ demise grant and to farm let unto the said Sir Peter Riddell Knight his Executors administrators and assigns, All that his Sixth part (accounting the whole in Six[ths] / ⁶ parts to be divided) of all and singular the Coal-mines Coal-pits and Coals as well opened as to be opened, being and remaining within all or any the field ground and territories / ⁷ of Benwell, in the said County of Northumberland without Scotswood, Together with Free liberty to dig s[]ridd [whole in paper] and work pit and pits, and to make [t]rench [whole in paper] or ũ / ⁸ trenches or other passage for the Conveying of water and avoiding of Styth, and for the wining working obtaining and getting of the said Sixth part of the said Coal-mines / ⁹ and Coals within the said ground field and territories without Scotswood aforesaid, And also, free and Convenient Way-leave, Water-leave ground-room and heap-room as well for the working obtaining and laying of / ¹⁰ the said Coals earth stone rubbish slate and other refuse and the Conveying of water, as also for the leading Carrying and Conveying away of the said Coals there wrought or to be wrought out thereof, to the / ¹¹ Staith or Staiths of the said Sir Peter Riddell Knight his Executors administrators or assigns for the time being, All or near the River of Tyne with horses wanes Carts or other Carriages, And / ¹² also free liberty to erect and build [hovel] and lodges for the workmen of the same Coal-mines as shall be needful and Convenient for the same / In as large and ample manner in and to every respect and purpose / ¹³ as he the said Sir Peter Riddell Knight or his assigns doth now occupy and enjoy the same by any means or ways whatsoever, To have and to hold, All the said Sixth [part] of the / ¹⁴ said Coal-mines Coal-pit and Coals way-leave ground-room staith-room, and heap-room with their appurtenances and all and singular other the premises above by these [parts], demised and granted or / ¹⁵ [mentioned] or m[]ded [whole in paper] to be demised or granted and every part and parcel thereof unto the said Sir Peter Riddell Knight his Executors administrators and assigns From the feast of S^t Peter / ¹⁶ ad Vincula Commonly Called Lamas day last past before the date hereof onto the full end and for the Term and for the whole Term of Thirteen years From thence next ensuing and – / ¹⁷ fully to be Complete and ended: Yielding and Paying therefore yearly and every year, during the said Term unto the said William Swinburne his Executors administrators / ¹⁸ or assigns, the some of threescore and Ten pound of lawful money of England At two feast or Terms in the year (that is to say) At the feast of the purification of our blessed Lady / ¹⁹ S^t Mary the</p>

virgin Commonly Called Candlemas day, And the feast of S^t Peter ad Vincula Commonly Called Lamas day within Twenty Days next after
20 either of the said feast by / ²⁰ even and equal portions, the first half years rent to begin at the feast of the purification of our Lady next ensuing
21 the date hereof, **And the said** William Swinburne / ²¹ for himself his Executors administrators and assigns doth Covenant promises and grant
22 by these [parts], To and with the said Sir Peter Riddell Knight his Executors administrators and assigns, in manner and form / ²² following (that
is to say) That all and singular the premises above by these parties demised At the time of the Commencement of the said Term and so
23 forthward during the Continuance thereof shall be and – / ²³ Continue unto the said Sir Peter Riddell Knight his Executors administrators and
24 assigns Clear and Clearly acquitted and discharged or sufficiently sued harmless by him the said – / ²⁴ William Sw[inb]urne [whole in paper]
his heirs Executors or administrators, of and from all and every other former Leases bargains statutes Recognisances Annuities rents
25 Arrearages of Rents Judgements executions – / ²⁵ Jointures dowe[r] [whole in paper] estates and encumbrances whatsoever. **And further,**
26 That he the said Sir Peter Riddell Knight his Executors administrators and assigns shall and may from / ²⁶ henceforth for and during All the
said Term of Thirteen years by virtue of these [parts], according to the [tenets] and true meaning hereof, peaceably and quietly have hold
27 occupy + / ²⁷ possess and [enjoy] All the [pre]demised premisses with the appurtenances, and any part and parcel thereof, without any let
28 trouble denial molestation interruption or disturbance of the said William / ²⁸ Swinburne his Executors administrators or assigns or any of
them,
29 or of any other person or persons having or lawfully claiming any right title or interest in or to the premises above mentioned or any / ²⁹ part or
parcel thereof in by from or under his or their title interest means Cause Consent or procurement, And without any lawful let Trouble eviction
30 or expulsion of any other person or persons / ³⁰ whatsoever **And the said** Sir Peter Riddell Knight for himself his Executors administrators and
31 assigns, doth Covenant promises and grant by these parties, To and with the said William / ³¹ Swinburne his Executors administrators and
assigns, That if the said Sir Peter Riddell Knight his Executors or assigns or any [of them] [hole in paper] shall at any time hereafter During
32 [the] [hole in paper] said Term / ³² work or Cause to be wrought forth of the said demised [Premises] any [P]ann Coles. That then he the said
33 William Swinburne his Executors administrators or assigns, shall have and [enjoy], to him / ³³ and them the full moiety and one half of such
profit and Commodity as Can shall or may arise or ensue by reason of the said [Pann] Coals any manner of way during the Term –
34 / ³⁴ aforesaid, (he the said William Swinburne his Executors or administrators bearing paying and disbursing, his and their rateable part and
35 portion of all such Charges as shall defrayed and disbursed / ³⁵ about the said [Pann] Coals any manner of way), **And also** That the Tenants
36 of the said William Swinburne his heirs and shall or may during the said Term have and / ³⁶ take the leading of all the said Coals proceeding
37 out of the said mine or mines above demised to the Staith or Staiths of the said Sir Peter Riddell Knight his Executors – / ³⁷ Executors or
assigns, for the time being afore any other person or persons (So that they Do and will serve and load with their Carriages at Convenient

38	times when and as often / ³⁸ as they shall be there unto required, with such measure and at such Rate and price as any other person or
39	persons shall or will do without fraud or [Connive] / In witness whereof / ³⁹ the said parties to these [part] / Indentures Interchangeably have
40	set their hand and seals the day and year first above written Anno Dm' <u>1617</u> / Peter Riddell
	[ZC-2-1-p4]

(WRITTEN with OLD ENGLISH SPELLINGS)

<p><u>[Writing on Back of Document]</u> [ZC-2-1-4]</p> <p>Signed sealed and deliv'ed in the pwtes of :- [Rar]ph [[]sahay & Anthony Normany Sce' :-</p> <p>[below text written Transversely]</p> <p>[W l a . . j . by phw] of yit growl] may bring [W pgi wan L aoy] [b o y is ^<c> yw'm s []] [] []ws ^ wq [] in [y] Said s [] y o [] [] e Wyour axluaing wy [m] Wa [] r [] by prem in [] c sais sxr __ yr of m [y]</p>	<p>we: it is agreed betweene the pties w^thin men[] Joed before thensealeing and deliv'[ng] heareof, that the said ye[a]rely – rent w^thin reserved, shalbe yearely paied, att or W^bin The nowe dwelling howse of the w^thin named S^r Peter Riddell Knight scituate w^thin the Towne of Newcastle Vpon Tyne in a streete theare Called Pilgraham streete Thomas Cla[r]k & Anthony Normany Sce' :- /</p> <p>[below text written Transversely upsidedown]</p> <p>13th Oct^r. 1617 Lease to [s] Pet Riddell [a] (4 [Document Number])</p>
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[Line N ^o .]	[DOCUMENT-Text of Indenture]
1	1617 This Indenture made the Thirteunth daie of October in the fifteenth yeare of the Raigne of are Sou[ver]aigne Lord James by the grace of God King of
2	England France and Ireland defender of the faieth &c. and of Scotland the One and Fyftith, Betweene Wiliam Swinbone of Captheaton in the Countie of Northumberland
3	Esquir on thone ptie, And S[r] Peter Riddell of the Towne of Newcastle vpon Tyne in the Countie of the same Towne Knight on thother ptie / Witnesseth That
4	the said William Swinbone for dyvers good Causes and lawfull Consideracons him moveing, Hath , demised graunted and to farme letten, and by theise [pu[w]tes], doth –
5	demise graunt and to farme lett vnto the said S ^r Peter Riddell Knight his Executo ^r s administrators and assignes, All that his Si[xt] pte (accompting the whole in Six'[ts]
6	ptes to be divided) of all and singular the Colemynes Colepittes and Coles aswell opened as to be opened, being and remayneing w ^h in all or any the fielde grounde and territories [whole in paper]
7	of Benwell, in the said Countie of Northumberland w ^h out Scotswood, Together w ^h Free libertie to digg s[]ridd and woorke pitt and pitts, and to make [t]rench or U
8	trenches or other passage for the Conveying of water and avoyding of Styth, and for the wining working obtayneing and gitting of the said Sixt pte of the said Colemynes
9	and Coles w ^h in the said ground field and territories w ^h out Scotewood aforesaid, And also, free and Convenient Wayleave, Water leave ground roome and heaproome aswell for the workeing obtayneing and laying of
10	the said Coles earth stone rubbishe slate and other refuse and the Conveying of water, as also for the leading Carrying and Conveying awaie of the said Coals theare wrought or to be wrought out theareof, to the
11	Steaith or Staithes of the said S ^r . Peter Riddell Knight his Executo ^r s administrato ^r s or assignes for the tyme being, All or neare the Ryver of tyne w ^h horsses waynes Cartes or other Carryages, And
12	also free libertie to erect and buyld hpvells and loges for the workmen of the same Colemynes as shalbe nedfull and Convenient for the same / In as large and ample manner in and to ev ^y respect and purp[ose]
13	as he the said S ^r . Peter Riddell Knight or his assignes doth nowe occupie and enjoy the same by any meanes or waies whatsoever, To have and to howld^we , All the said Sixt pte of the
14	said Colemynes Colepitte and Coles wayleave groundroome staiethroome, and heaproome w ^h theare appo'tenn'ces and all and singular other the p'misses above by theise pu'tes, demised and graunted or
15	menco'ed or m[]ded to be demised or graunted and ev ^y pte and pcell theareof vnto the said S ^r . Peter Riddell Knight his Executo ^r s

administrato^rs and assignes From the feast of S^t Peter

- 16 Advncla Comonly Called Lamas daie last past before the date heareof vnto the full end and for the Tearme and for the whole Tearme of Thirteene yeares Fromethence next ensewing and –
- 17 fully to be Compleat and ended: **Yeilding and Paying** thearefore yearly and ev^y yeare, during the said Tearme vnto the said William Swinbone his Executo^rs administrato^rs
- 18 or assignes, the some of threescore and Tenn ponde of lawfull money of England Att two feaste or Tearmes in the yeare (that is to saie) Att the feast of the purifycacon of oure blessed Ladie
- 19 S^t Marie the virgin Comonly Called Candlemas daie, And the feast of S^t Peter advuncla Comonly Called Lamas daie w^hin Twentie Daies next after either of the said feaste by
- 20 even and equall porcons, the first half yeares rent to be gine att the feast of the purifycacon of oure Ladie next ensewing the date heareof, **And the saide** William Swinbone
- 21 for ymyself his Executo^rs administrato^rs and assignes doth Covenⁿte promisse and graunt by theise pwtes, To and w^h the said S^r. Peter Riddell Knight his Executo^rs administrato^rs and assignes, in manner and forme
- 22 following (that is to saie) That all and singular the p^rmisses above by theise pwtes demised Att the tyme of the Comencement of the said Tearme and so forthwarde during the Contynuance theareof shalbe and –
- 23 Contynue vnto the said S^r. Peter Riddell Knight his Executo^rs administrato^rs and assignes Cleare and Clearly acquitted and discharged or suffeciently s[a]ued harmelesse by him the said –
- 24 William Sw[inb]one his heires Executo^rs or administrato^rs, of and from all and ev^y other former Leases bargaynes statutes Recognizances Anuyties rentes Arrerages of Rentes Judgmentes execucuns –
- 25 Joyntures dowe[r] estates and incombraunces whatsoever. **And further**, That he the said S^r. Peter Riddell Knight his Executo^rs administrato^rs and assignes shall and maie from
- 26 henceforth for and during All the said Tearme of Thirteene yeares by vertue of theise pwtes, according to the tenn^r[s] and true meaneing hereof, peaceably and quietly have hould occupie ++
- 27 possesse and [enoy] All the p^rdemised p^rmisses w^h thappo^tennces, and en^y pte and pcell theareof, w^hout any lett trouble denyall molestrcon interupcon or disturbannce of the said William
- 28 Swinbone his Executo^rs administrato^rs or assignes or any of them, or of any other pson or psons having or lawfully claymeing any right tyle or intrest in or to the p^rmisses above menco^red or any
- 29 pte or pcell thereof in by from or vnder his or their tyle intrest means Cause Consente or procurment, And w^hout any lawfull lett Trouble evecon or expulcon of any other pson or psons
- 30 whatsoever **And the saide** S^r. Peter Riddell Knight for himself his Executo^rs administrato^rs and assignes, doth Covenⁿte promisse and graunt by theise pu^rtes, To and w^h the said William [hole in paper]

31 Swinbone his Executo^rs administrato^rs and assignes, That if the said S^r. Peter Riddell Knight his Executo^rs or assignes or any [of them] shall
att any tyme heereafter During [the] said Tearme
32 worke or Cause to be wrought forth of the said demised [Pmisse] any [P]ann Coles. That then hee the said William Swinbone his Executo^rs
administrato^rs or assignes, shall have and enjoy, to him
33 and them the full moyetie and one half of such profite and Comoditie as Cann shall or maie arrise or ensew by reason of the said [Pann]
Coles any manner of waie during the Tearme –
34 aforesaid, (hee the said William Swinbone his Executo^rs or administrato^rs bearing paying and dis'bursing, his and their ratable pte and
porcon of all such Charges as shalle defrayed and disbursed
35 about the said [Pann] Coles any manner of waie), **And also** That the Tenanntes of the said William Swinbone his heires and assignes shall or
maie during the said Tearme have and
36 take the leading of all the said Coles proceeding oute of the said myne or mynes above demised to the Staieth or Staiethes of the said S^r.
Peter Riddell Knighte his Executo^rs –
37 administrato^rs or assignes, for the tyme being afore any other pson or psons (So that they Doe and will serve and loade wth their Carryages
att Convenient tymes when and as often
38 as they shalbe thearevnto required, wth such measure and att such Rate and price as any other pson or psons shall or will doe wthout fraud or
Conyve / **In witness whereof**
39 the said pties to these pu'te / Indentures Interchangeably have sett their hande and seales the daie and yeare first above written Anno Dm'
1617 /

40 Peter Riddell

[ZC-2-1-p4]