

BENWELL PAPERS

ZC-2-1-p6-1

INDENTURE of 1st. Dec. 1625, between William SWINBURNE and
John CURRY, regarding John CURRY's Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

	<p><u>[Writing on Back of Document]</u> [ZC-2-1-p6-1a]</p> <p>Signed sealed and delivered In the presence of us William Selby William [Tpg]rnton C – mei Willm Jackony No: ry ‘ pnb:ci [written transversely] 1st Dec^r. 1625 A Lease of Tenement In Benwell, an, Caroli 1. ^{mo} (6 [Document Number])</p>
[Line N ^o .]	<u>[DOCUMENT]</u>
1 2 3 4 5 6 7 8 9 10	<p>This Indenture: made the first day of December in the year of the Reign of our Sovereign Lord Charles by the grace of God of England Scotland France and Ireland King defender of the faith. For first. Between William Swinburne of Capheaton in the County of Northumberland Esquire on the one part And John Curry of Elswick in the said County of Northumberland at yeoman on the other part Witnesseth that the said William Swinburne for diverse good Causes and reasonable Considerations him hereunto moving. Hath demised granted and to farm-let and by the so – present doth demise grant and to farm-let unto the said John Curry his Executors administrators and assigns. All that his Farm hold Messuage or Tenant with the appurtenances situate lying and being within the fields of Benwell in the said County of Northumb’land. / ⁸ bouldering upon a tenement or Certain Cottage belonging to William Errington on the East part upon a Tenement belonging to one William Pattinson yeoman / ⁹ on the [west][Hole in paper] part the [K]ing high street on the South part, and upon a little Lonninge at the foot of the Leezes on the North part, which said Messuage / ¹⁰ and farm hold with the appurtenances are now in the tenure or occupation of</p>

11 the said John Curry or his assigns. **To have and to hold** / ¹¹ the said Messuage and farm hold, and all other the premisses with the
12 appurtenances together with all houses edifices and building byers / stables, garths / ¹² backsides whatsoever heretofore to the same
13 belonging or in any wise appertaining unto the said John Currye From the Feast of Pentecostal last / ¹³ past before the date hereof unto the
14 full end and term of Twenty and one year thence next ensuing fully to be Complete ended and run. – / ¹⁴ **Yealding** and paying therefore
15 yearly and every yearly and every year unto the said William Swinburne his heirs Executors and assigns / ¹⁵ the yearly rent of Ten pounds
16 lawful money of England, that is to say at the Feast of Sc^t Martin the Bishop in winter and at / ¹⁶ the feast of Pentecostal by even and equal
17 portions. **And is** it shall happen the said yearly rent of ten pounds to be behind and unpaid in part / ¹⁷ or in all by the space of Twenty days
18 after any of the said feast days in which in ought to be paid. That then and from thence fourth it shall / ¹⁸ and may be lawful, to and for the said
19 William Swinburne his heirs and assigns in to all and singular the said Messuage and Farm hold and all / ¹⁹ other the premisses with the
20 appurtenances, to re-enter and the same to re-have and re-possess and [enjoy] and in his or their former estate to stand / ²⁰ be and remain
21 any thing herein contained to the contrary notwithstanding. **And the said** William Swinburne for him his heirs / ²¹ and assigns doth Covenant
22 promise and grant to and with the said John Curry his Executors and assigns, that if he the said John Curry his Executors / ²² and assigns or
23 any of them, shall at any time hereafter be desirous to yield and give up this present demise into the hands of the said William Swinburne
24 / ²³ his heirs or assigns to be cancelled and defaced, that then upon one half years warning given by the said John Curry his Executors or
25 assigns into / ²⁴ the said William Swinburne for him his heirs or assigns, that he the said John Curry is willing to depart from the premises,
26 then
27 this present lease to become void. / ²⁵ and of none effect according to the true intent and meaning of these present. **And the** said John Curry
28 for him his Executors and assigns / ²⁶ doth Covenant promise and grant to and with the said William Swinburne his Executors and assigns,
29 that he the said John Curry shall and will / ²⁷ at all times hereafter and from time to time during the said term will and sufficiently repair
30 maintain and keep all and singular the premisses / ²⁸ and any part and parcel in good and sufficient reparations as now they be at the making
31 hereof. And also it is Covenanted and agreed upon by / ²⁹ and between the said parties, that is there shall arise any difference or [contra' sw]
32 touching the demise of the premises amongst the other tenement and / ³⁰ the said John Currie, that then upon Complaint made unto the said
33 William Swinburne there landlord of the same by any of them, that then and upon / ³¹ such Complaint made, the differences [strifes] and
34 [Cutrauses] amongst them shall be ended and determined, by their said lord and master, as in his wisdom / ³² and good discretion shall so
35 meet me. **And** it is covenanted and agreed upon by and between the said parties, that is at any time the said William / ³³ Swinburne his heirs
36 or assigns shall during the said term either sell his part of the Freehold lands above mentioned or buy all the rest of the other / ³⁴ Freehold
37 lands bona fide, that then after three years occupation of the premisses by the said John Curry or his assigns, and upon one years warning

35 Given / ³⁵ unto the said William Swinburne his heirs or assigns, after the occupation of the said three years, and so consequently after any
36 three years and upon one / ³⁶ years warning during the said term, this lease to become void and of none effect, or [il]s to be in force any thing
37 herein mentioned to the Contrary not – / ³⁷ withstanding And Further it is the true intent and meaning of both the said parties, that this lease
38 shall not r[enicu]ise be [p'ri dici] all or hurtful onto the said / ³⁸ William Swinburne his executors or assigns [tompige] (or Concerning line way
39 leave or other title for winning or getting of Coals within the said grounds / ³⁹ **And the** said William Swinburne for himself his heirs and assigns
40 Covenants and grants to and with the said John Curry his Executors and / ⁴⁰ assigns, that it shall and may be lawful to and for the said John
41 Curry his executors or assigns by virtue hereof to have hold occupy and [enjoy] the said demised / ⁴¹ premisses for the yearly rent above
42 reserved peaceably and quietly without any lawful let eviction or expulsion of him the said William Swinburne his heirs and assigns / ⁴² during
the said term by these persons **In Witness** whereof the parties abo[vesa]id to these present Indentures Interchangeably have set their hand
43 and seals / ⁴³ the day and year first above written.

44 Swinburn

[ZC-2-1-p6-1]

(WRITTEN with OLD ENGLISH SPELLINGS)

[Writing on Back of Document]

[ZC-2-1-p6-1a]

Signed sealed and delivered

In the p'sence of us

William Selby

William [Tpg]rnton C – mei

Willm Jackony No: ry ' pnb:ci

[written transversely]

1st Dec^r. 1625

A Lease of Tenement

In Benwell, an, Caroli 1. ^{mo}

(6 [Document Number])

[Line N ^o .]	[DOCUMENT]
1	This Indenture: made the first daye of December in the yeare of the Reigne of our Sov'aigne Lord Charles
2	by the grace of God of England Scotland Franncce and Irelande Kinge defender of the faith. For first. Betwene
3	will'm Swinborne of Captheaton in the Countie of Northumb'land Esq ^r on thone ptie And John Curry of Elswick
4	in the saide Countie of Northumb'land at yeo: on thother ptie Witnesseth that the saide will'm Swinborne for diw's
5	good Causes and reasonable Consideracons him herevnto movinge. Hath demised graunted and to farme letten and by the so –
6	presente doth demise graunt and to farme let vnto the saide John Currye his Executors admi'strators and assignes. All that
7	his Farm holde Messuaige or Tennent with thapp'tenances scituate lyinge and beinge within the feildes of Benwell in the said Countie of Northumb'land.
8	bouderinge vpon a teniment or Certaine Cottage belonginge to will'm Errington on the East parte vpon a Teniment belonginge to one will'm Pattinson yeo
9	on the [west][Hole in paper] parte the [K]inge high streat on the South parte, and vpon a little Lonninge att the foote of the Leezes on the North parte, which saide Messuaige
10	and farm hold with thapp'tenances are nowe in the tennure or occupacon of the said John Currye or his assignes. To have and to holde
11	the saide Messuaige and farm holde, and all other the p ^r misses with thapp'tenances together with all howses edifices and buildinge byers / stables, garthes
12	backsides whatsoever heretofore to the same belonginge or in aniewise appteyninge vnto the saide John Currye From the Feast of Penticost last
13	past before the date hereof vnto the full ende and tearme of Twentie and one yeres thence next ensuinge fully to be Compleat ended and runn. –
14	Yealdinge and payinge therfore yerely and e[v]'ye yerely and e[v]'ye yeare vnto the said will'm Swinborne his heires Executors and assignes
15	the yearely rent of Tenn poundes lawfull money of Englande, that is to saye att the Feast of Sc ^t Martin the Bushopp in winter and att
16	the feast of Penticost by even and equall porcons. And is it /shall happen the saide yerely rent of ten poundes to be behinde and unpaid in parte
17	or in all by the space of Twentie dayes after anie of the saide feast dayes in which in ought to be paied. That then and from thence fourth it shall
18	and may be lawfull, to and for the said Will'm Swinborne his heires and assignes in to all and singular the saide Messuaige and Farm holde and all
19	other the P ^r miss's with thapp'tenances, to re[e]nter and the same to rehawe and repossesse and inoye and in his or their former estate to

stande

20 be and remaine anie thing herein contayned to the contrarie notwithstanding. **And the saide** will'm Swinborne for him his heires
21 and assignes doth Covenaut promis and graunt to and with the saide John Currye his Executors and assignes, that if he the saide John
Currye his Executors
22 and assignes or anye of them, shall att anie tyme heresfter be desiorous to yeald and give vpp this present demise into the handes of the
saide will'm Swinborne
23 his heires or assignes to be cancelled and defaced, that then vpon one halfe yeares warninge geven by the saide John Currye his Executors
or assignes vnto
24 the saide will'm Swinborne for him his heires or assignes, that he the saide John Curry is willinge to departe from the p'miss's, then this p'sent
lease to becom voide.
25 and of none effect accordinge to the true intent and meaninge of these p'sente. **And the** saide John Curry for him his Executors and assignes
26 doth Covenaut promis and graunt to and with the saide will'm Swinborne his Executors and assignes, that he the saide John Curry shall and
will
27 att all tymes hereafter and from tyme to tyme duringe the saide tearme will and sufficiently repaier maintaine and keepe all and singuler the
p'miss's
28 and anye parte and pcell in good and sufficient rep'acons as now they be att the makinge hereof. And allso it is Covenanted and agreed vpon
by
29 and betwene the saide pties, that is ther shall arise anie difference or contra' sw toc[h]inge the demise of the p'miss's amongst the other
tennente and
30 the saide John Currie, that then vpon Complaint made vnto the saide will'm Swinborne there landlorde of the same by anie of them, that then
and vpon
31 such Complaint made, the differences [st]rifes and C[utrauses] amongst them shalbe ended and determined, by there saide lorde and master,
as in his wisdome
32 and good discrecon shall soe me meetse. **And** it is covenanted and agreed vpon by and betwene the saide pties, that is att anie tyme the
saide will'm
33 Swinborne his heires or assignes shall duringe the saide tearme either sell his parte of the Frehold landes above menco'ed or buye all the rest
of the other
34 Frehold landes bona fide, that then after thre yeres occupa'con of the p'miss's by the saide John Currye or his assignes, and vpon one yeres
warninge geven
35 unto the saide will'm Swinborne his heires or assignes, after the occupa'con of the saide thre yeres, and so consequently after enye thre yeres
and vpon one

36 yeares warninge duringe the saide tearme, this lease to become voide and of none effect, or [il]s to be in force anie thing herein menco'ed
to the Contrarie not –

37 wthstandinge And Further it is the true intent and meaninge of both the saide pties, that this lease shall not r[enicu]ise be p'ri dici all or hurtful
vnto the saide

38 will'm Swinborne his executors or assignes [tompige] (or Concerninge line wai leave or other titlie for winninge or gettinge of Cooles w^thin the
said groundes

39 **And the** saide will'm Swinborne for himself his heires and assignes Covenanteth and graunteth to and with the saide John Curry his
Executors and

40 assignes, that it shall and may be lawfull to and for the saide John Currye his executors or assignes by virtue hereof to have hold occupy and
enioye the saide demised

41 p'misses for the yerely rent above reserved peaciably and quietly w^thout anie lawfull let evicc'on or expulcon of him the saide will'm Swinborne
his heires and assignes

42 duringe the saide tearme by these psons **In Witness** wherof the pties abo[vesa]ide to these p'sent Indentures Interchangeably have sette
their hand and seales

43 the daye and yere first above written.

44 Swinburn.

[ZC-2-1-p6-1]