

INDENTURE of 7<sup>th</sup> Dec 1629, between William SWINBURNE, John OSBURNE and Peter RIDDELL, regarding his Tenancy

(WRITTEN with MODERN ENGLISH SPELLINGS)

	<p><u>[Writing on Back of Document]</u> [ZC-2-1-p8 A]</p> <p>Signed sealed and derived          In the Presence of us          [<del>Joh-</del>] [<del>Rb-</del>] R I Jor day          [ ] Willm Milbo[o]ne Andrew Lewmonth et mei          Willn[y] Jacksony [Public Notary]</p> <p>7 Dec<sup>r</sup> 1629          S. D of [R]iddl          [w.Jo : Dso ir yies          [ ] . [y] . [ ] .          Osborn to Riddell          (<u>Xo</u>)  <b>( 8</b> [Document Number]</p>
<p>[Line N<sup>o</sup>.]</p>	<p><u>[DOCUMENT]</u></p>
<p>1 2 3 4 5</p>	<p><b>This Indenture</b> made the seventh Day of December in the Years of the Reign of our Sovereign Lord Charles by the grace of God of England Scotland France and Ireland king defender of the faith [gwc] the Fifth [d'nnoque] In 1629 <b>Between</b> John Osburne of Scotswood in the County of Northumberland yeoman on / <sup>3</sup> the one Part, And S<sup>r</sup>. Peter Riddell of the Town and County of Newcastle upon Tyne Knight, one the other part <b>Witnesseth</b> that the said John Osburne for and in Consideration of / <sup>4</sup> the sum of Forty pounds lawful money of England to him in hand paid by the said S<sup>r</sup> Peter Riddell Knight the receipt whereof he doth acknowledge, Hath demised granted and to farm-let, and / <sup>5</sup> by these presenters doth demise grant and to farm-let, unto the said S<sup>r</sup> Peter Riddell Knight, All those</p>

6 his Coal-mines, Coal-pit and pits and Coals, Commonly known and Called; by there several name and names of Hambole high / <sup>6</sup> Coal, mettle  
Coal, and stone Coal; with can; shall, or may, be had; sought, and wrought, obtained and gotten forth and under all these several [pieces] of  
7 ground, Called or know in by there several name or names as follows vidzt forth and under a / <sup>7</sup> parcel of ground Called the East field being  
meadow ground, bouldering on the wall on the North part, the dyke dividing the Kings street on the south part, the Spittle Flatt on the East  
8 part, and on Benwell Tower on the West part And / <sup>8</sup> forth and under on parcel of ground, Called the Spitle flatte bouldering [itself] as follows.  
Vidzt on the said wall on the North part, the dike dividing the Kings Street on the South part Elswick [dyke] on the East part unto a Certain  
9 / <sup>9</sup> Close Called the Whinye Close now in the occupation of John Curry of Benwell, yeoman or his assigns, on the west part; And forth and  
10 under another parcel of ground Called the high Cross [S]tublewood and the [loagare] / <sup>10</sup> bouldering itself on the [North] part of the south side  
on the Spitle Flate, the River of Tyne on the South part, Elswick grounds on the East, & to the East side of Tyesdan Burn on the west part by  
11 their right [mete] and [boinds] / <sup>11</sup> All which said several parcel of grounds situate lying and being within the territories fields and grounds of the  
12 Lordship of Benwell in the said County of Northumberland (are Contained in the demise from William / <sup>12</sup> Swinburne Esquire, to the said John  
Osburne amongst other things) together with Free liberty to dig sink, work, and make-pit, and pits trench and trenches grove and groves and  
13 drive drift and drifts water-gate and / <sup>13</sup> water-gates and to do and perform whatsoever [a]s shall be needful necessary; fitting and Convenient,  
14 to be made, done and wrought as well for the wining, obtaining and getting of the Coals as also for the avoiding and / <sup>14</sup> Conveying of water  
and styth together with sufficient and Convenient way-leave; ground-room, and heap-room; as well for the laying and placing of all such Coal-  
15 stones sand, gravel and Rubbish as shall [proceed] / <sup>15</sup> and come forth of the said Coal mines and Coal-pits with Free egress and regress for  
16 the loading carrying and Conveying of the same the nearest way towards the River of Tyne, together with Free liberty to erect build / <sup>16</sup> and  
make hovels and lodges; for setting and [placing] of workmen; which shall be employed about the said Coal-works. **To have.** And to hold all  
17 the said Coal mines, Coal-pits & Coals & all / <sup>17</sup> and singular other the premisses with appurtenances above said by these presents demised  
18 and granted or mentioned or intended to be demised or granted & every part and parcel thereof unto the said S<sup>r</sup> Peter / <sup>18</sup> Riddell Knight his  
executors and assigns Fro[ ] the thirteenth day of October next ensuing the date hereof unto the full end, and term of Eleven years, and  
19 eleven months; then next after fallowing fully to be / <sup>19</sup> Complete ended and run. **Yealding** and paying therefore yearly and every year during  
20 the said term to the said John Osburne his executor or Assigns the [inst] and whole sum of eight pounds lawful / <sup>20</sup> money of England at Four  
times, or terms in the year that is to say at or upon the [17<sup>th</sup>.] day of October the [19<sup>th</sup>] of January the [15<sup>th</sup>] of May and upon the [17<sup>th</sup>.] of July  
21 by even and equal portions. And if it / <sup>21</sup> shall happen the said yearly Rent of eight pounds to be behind and unpaid in part or in all after any of  
22 the said days of payment at which time it ought to be paid that then it shall and, may be lawful to & / <sup>22</sup> for the said John Osburne his  
executors and assigns into the premisses above let with appurtenances and into every part & parcel thereof, to re-enter: and the same to

23 re-have enjoy and repossess as in his forme[r] estate / <sup>23</sup> anything herein Contained to the Contrary notwithstanding. And the said John  
24 Osburne, for him his executors and administrators doth Covenant promises and grant to and with the said S<sup>r</sup> Peter Riddell his / <sup>24</sup> executors  
and assigns that he the said John Osburne at the sealing and delivery hereof hath full power good right and lawful authority to demise grant  
25 assure and Convey the premisses & any part &. / <sup>25</sup> parcel thereof with appurtenances inform aforesaid unto the said S<sup>r</sup> Peter Riddell Knight  
26 his executors and assigns and that he the said John Osburne his executors and assigns shall & will at all times hereafter / <sup>26</sup> during all the said  
term of Eleven years and Eleven months acquit and discharge and keep harmless as well the said S<sup>r</sup> Peter Riddell his executors and assigns  
27 and all other occupiers of the premisses as / <sup>27</sup> all the said premisses with appurtenances & every part & parcel thereof to him the said S<sup>r</sup>  
28 Peter Riddell pre-demised as aforesaid of & from any forfeiture that may arise or ensue by any Covenant or other Condition made / <sup>28</sup> on the  
part and behalf of John Osburne unto the said William Swinburne Esquires in the aforesaid lease mentioned whereupon this demise is  
29 grounded & of & from all former bargains & sales leases Rents – – / <sup>29</sup> arrearages of rents and all other Charges and encumbrances what-  
30 so, other then the rents sum and sums of money in these present Indentures before-served and mentioned **And** – – the said / <sup>30</sup> John  
Osburne for himself his executors and assigns & for any of them doth Covenant promise & grant to and with the said S<sup>r</sup> Peter Riddell his  
31 executors & assigns and by these presents; that he the / <sup>31</sup> said S<sup>r</sup> Peter Riddell his executors administrators and assigns & every of them  
32 shall & may at all times hereafter and from time to time during the said term of Eleven years & Eleven months [have] / <sup>32</sup> hold occupy &  
peaceable enjoy all [&] singular the premisses and every part & parcel there of with appurtenances in as full large ample and beneficial  
33 manner to all intents Considerations and purposes As he the / <sup>33</sup> said John Osburne may Could or might [b]e by virtue of a deed Indented  
34 sufficient in the law bearing date the second day of May in the First year of his highness said Reign over England Scotland France / <sup>34</sup> &  
Ireland maid Between William Swinburne of Capheaton. Esquire on the on part and the said John Osburne on the other part of the premisses  
35 amongst other things unto which reference being / <sup>35</sup> had more plainly and at large it d[oes] & may appear according to the purport tenor and  
36 effect true intent & meaning of these presents **And** lastly it is Covenanted and agreed upon betwixt / <sup>36</sup> the said parties prime to these puts that  
[th]e said John Osburne or his assigns shall have the leading and Carrying of all such Coals as shall be wrought within the said grounds as  
37 above said demised taking / <sup>37</sup> no more for leading of them then he [the] said S<sup>r</sup> Peter Riddell shall get them. led of other men bona fide **In**  
38 **Witnes** whereof the parties above said to these put Indentures Interchangeably / <sup>38</sup> have set to their hands and seals the day & year first  
above

written

39 Peter Riddell.

[ZC-2-1-p8B]

(WRITTEN with OLD ENGLISH SPELLINGS)

	<p><u>[Writing on Back of Document]</u> [ZC-2-1-p8 A]</p> <p>Signed sealed and delived In the P'sence of vs [Joh-] [Rb—] R I Jor day [ ] Willm Milbo[o]ne Andrew Lewmonth et mei Willn[y] Jacksony No:<sup>ty</sup> pub:ci</p> <p>7 Dec<sup>r</sup> 1629 S. D of [R]iddl [w.Jo : Dso ir yies [ ] . [y] . [ ] . Osborn to Riddell (<u>Xo</u>) <b>( 8</b></p>
[Line N <sup>o</sup> .]	<u>[DOCUMENT]</u>
1 2 3 4 5 6	<p><b>This Indenture</b> made the seaventh Daye of December in the Yeares of the Raigne of our Sou'aigne Lorde Charles by the grace of God of England Scotland France and Ireland king defender of the faith [gwc] the Fift d'nnoque Im 1629 <b>B</b>etwene John Osburne of Scotswood in the County of Northumberland yeoman on theone Ptie, And S<sup>r</sup>. Peter Riddell of the Towne and Countye of Newcastle vpon Tyne Knight, one the other ptie <b>Witnesseth</b> that the said John Osburne for and in Consideration of the somme of Fourtie pounds lawfull money of England to him in hand payed by the said Sr Peter Riddell Knight the receipt whereof he doth acknowledg, Haith demised granted and to farmelettin, and by these presentes doth demyse grant and to farmelett, vnto the said S<sup>r</sup> Peter Riddell Knight, All those his Colemynes, Colepitt and pittes and Coles, Commonly known and Called; by there seu'eral name and names of Ham[bole] highe Cole, mettle Cole, and stone Cole; with can; shall, or may, be had; sought, and wrought, obteyned and gottin forthe and vnder all these</p>

seuerall piells of ground, Called or know in by there seuerall name or names as followeth vidzt forth and vnder a  
7 pcell of ground Called the Easte feild being meddow ground, bounding on the wall on the North pte, the dyck deviding the Kings streate on  
the south pte, the Spittle Flatt on the East pte, and on Benwell Tower on the West pte And  
8 forth and vnder on pcell of ground, Called the Spitle flatte bounding it self as followeth. Vidzt on the said wall on the North pte, the dike  
deviding the Kings Streat on the South pte Elswick dict on the East pte vnto a Certaine  
9 Close Called the Whinye Close now in the occupation of John Curry of Benwell, yeoman or his assignes, on the weaste pte; And forth and  
vnder an other pcell of ground Called the highe Cross [S]tubelewood and the loagare  
10 boundinge it self on the [North] pte of the south syd[ ] on the Spitle Flate, the Ryver of Tyne on the South pte, Elswick groundes on the East,  
& to the East syd of Tyesdan Burne on the west pte by ther right mett and boinds  
11 All which said seurall pcell of grounds scituate lying and being w<sup>th</sup>in the terretiries fields and grounds of the Lordship of Benwell in the saide  
Countye of Northumberland (are Contayned in the demise from Williame  
12 Swinburne Esquire, to the said John Osburne amongst other things) together with Free libertie to digg sinck, work, and makpitt, and pittes  
trench and trenches gro[v]e and gro[ve]s and drive drift and driffts watergait and  
13 watergaites and to doe and pforme whatsoevir [a]s shalbe neidfull necessarie; fitting and Convenient, to be maid, done and wrought aswell for  
the wining, obteyning and getting of the Colles as alsoe for the awayding and  
14 Conveying of water and scyeth together with sufficient and Convenient wayeleave; ground rome, and heape rome; aswell for the laying and  
placeinge of all such Colestones sand, gravell and Rubishe as shall [pced]  
15 and come forth of the said Cole mynes and Cole pitts with Free egress and regress for the loading carying and Conveying of the same the  
nearest way towards the Ryver of Tyne, together with Free libertie to erect build  
16 and mak houalls and lodges; for setting and [p ]acinge of workmen; which shalbe employed about the said Coleworkes. **To have.** And to howld  
all the said Cole mynes, Cole pitts & Coles & all  
17 and singular other the p'misses withapurtennces above said by thess p'sentes demised and granted or mencioned or intended to be demised  
or granted & evrie pte and pcell thairof vnto the said S<sup>r</sup> Peter  
18 Riddell Knight his executors and assignes Fro[ ] the thirtenth day of october next ensewing the daite hereof vnto the full end, and tearme of  
Eleven yeares, and eleven monthes; then next after following fully to be  
19 Compleit ended and rune. **Yealding** and payinge therefor yearely and every yeare during the said tearme to the said John Osburne his  
executors or Assignes the [inst] and whole somme of eight pounds lawfull  
20 money of England at Fower tymes, or tearmes in the yeare that is to say at or vpon the [xviisth.] day of October the [xixth] of January the  
xv[jisth] of May and vpon the [xviisth] of July by even and equall portions. And if it  
21 shall happen the said yearely Rent of eight poundes to be behind and vnpayed in pte or in all after any of the saide dayes of payment at which  
tyme it ought to be payed that then it shall and, may be lawfull to &

22 for the said John Osborne his executors and assignes into the p'misses above lettin withapurtences and into evrie pt & pcell thairof, to  
reenter: and the same to rehabe enioye and repossess as in his forme[r] estaite

23 any thing herein Contagned to the Contrarie notwithstanding. And the said John Osborne, for him his executors and administrators doth  
Covenant promiss and grant to and with the said S<sup>r</sup> Peter Riddell his

24 executors and assignes that he the said John Osborne at the sealing and delivrie hereof hath full power good right and lawfull authoritie to  
demise grant assure and Convey the p'misses & enypte &.

25 pcell thairof withapurtences informe aforsaid vnto the said S<sup>r</sup> Peter Riddell Knight his executors and assignes and that he the said John  
Osborne his executors and assignes shall & will at all tymes hereafter

26 during all the said tearme of Eleven yeares and Eleven monethes acquite and dischar[g]e and keepp harmless asweill the said S<sup>r</sup> Peter  
Riddell his executors and assignes and all other occupiers of the p'emiss's as

27 all the said p'miss's withapurtences & ev[ri]e pte & pcell thereof to him the said S<sup>r</sup> Peter Riddell p'demised as aforsaid of & from any forfeiture  
that may arise or ensue by any Covenant or other Condition made

28 on the pte and behalf of John Osborne vnto the said Willim Swinburne Esquires in the forsaid lease mencioned whervpon this demise is  
grounded & of & from all former bargaines & sayles leases Rents – – –

29 arrerages of rents and all other Char[ge]s and incumbrances whatsow, other then the rents some and somes of money in these p'sent  
Indentures beforreserved and mencioned **And** – – the said

30 John Osborne for himself his executor[s] and assignes & for en'ie of them doth Covenant p'mis & grant to and with the said S<sup>r</sup> Peter Riddell his  
executors & assignes and by these p'esents; that he the

31 said S<sup>r</sup> Peter Riddell his executors ad[ ]instrators and assignes & everye of them shall & may at all tymes hereafter and from tyme to tyme  
during the said tearme of Eleven yeares & Eleven monthes hai'e

32 howld occupye & peaceable enioye all [&] singular the p'miss's and ev'e pte & pcell there of withapurtences in as full large ample and  
beneficiall maner to all intents Consi'rations and pw'poses As he the

33 said John Osborne may Could or might [b]e by vertue of a dead Indented sufficient in the law bearing daite the second day of May in the First  
yeare of his highnes said Reigne over England Scotland France

34 & Ireland maid Betweine Willim [S]winburne of Capheaton. Esquire on the on ptie and the said John Osborne on the other ptie of the premiss's  
amongst other things vnto w<sup>ch</sup> refference beinge

35 had more plainlye and at large it d[oes] & may appeare according to the purport tenor and effect true intent & meaning of these p'sents **And**  
lastly it is Covenanted and agreed vpon betwixt

36 the said ptres prime to thess putes that[ ]e said John Osborne or his assignes shall have the leading and Carying of all such Colles as shall be  
wrought within the said groundes as above said demised taking

37 no more for leading of them then he [the] said S<sup>r</sup> Peter Riddell shall gett them. ledd of other men bona fide **In Witnes** whereof the pties above  
said to thess put Indentures Interchangably

38

have sett to thair hands and seales the day & year first above written

Peter Riddell.

[ZC-2-1-p8B]