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A Deed

made the third day of October One thousand eight hundred and eighty three Between Sir William George Armstrong of Jesmond Newcastle upon Tyne Esquire (hereinafter referred to as the donor) of the one part and The Mayor Aldermen and Citizens of the City and County of Newcastle-upon-Tyne (hereinafter referred to as the grantees) of the other part as follows

1. Whereas the donor is desirous of the benefactions hereinafter specified for an estate of inheritance in fee simple in possession free from incumbrances but subject to the mining or extraction of minerals in the several clauses of the Schedule hereinafter written and he has resolved to make a gift of those benefactions to the grantees to be held by them

for the purposes hereinafter expressed
2. Now this Deed witnesses that in consideration of the premises the donor hath granted and conveyed unto the grantees all those pleasure grounds and pieces or parcels of ground containing together nearly two acres or thereabouts and situate in the place herein upon this site and therein distinguished by their being colored round with dark green which grounds are situate partly in the Township of Jesmond and partly in the Township of Scaiton in the City and County of Newcastle-upon-Tyne and comprise (inter alia) the pleasure grounds commonly called Jesmond Fine together with the building commonly called the Dhaunting Hall within the said grounds and together also with the ruins of the ancient Chapel of St Mary and the grounds round about therewith

3. To hold the benefactions hereinafter mentioned unto and to the use of the grantees in fee simple upon such trusts and for such purposes and subject to such provisions and stipulations as are contained in the Schedule hereinafter written with provisions and stipulations so far as they are to be observed or performed by the grantees the grantees do covenant with the donor to observe and perform accordingly

4. The grantees covenant with the donor that they will if they can acquire the same as a reasonable price purchase the land adjoining the benefactions hereinafter mentioned and situate on the same plan and therein distinguished by its being colored purple and in case the same land shall be purchased the same shall be added to the lands to be held upon such or the like trusts and purposes and subject to such or the like provisions as are contained in the clauses numbered 5, 7, 8 and 9 in the said Schedule containing out of the benefactions hereinafter mentioned as are designated 'the park' to the intent that the same may be added to and form part of the park

The Schedule

1. The above Covenant does not include and shall be excepted from it the four dwellinghouses with their garden grounds and out-offices situate respectively in the parishes of St Andrew and St James and St Andrew and St James including the garden grounds and out-offices belonging thereto and situate in the place and are therein distinguished by their being colored red and there shall be reserved to the donor and his heirs and assigns such rights as may be necessary for the respective roads leading to the said dwellinghouses respectively and also the rights of drainage as are now enjoyed in connection with the said dwellinghouses respectively

2. All easements and ways and ways of foot as well as other easements within and under the benefactions above mentioned are reserved to the parties entitled to the same respectively with such liberties and privileges in relation thereto and to any other ways and means as such parties are entitled to use and exercise

3. There is reserved to the donor and his heirs and assigns right of way for him and them and all persons authorized by them or them with or without horses and other cattle carts and other carriages into and out of and along the side of the road leading from the long Scaiton Curvick road to High Scaiton as passed through the benefactions above mentioned for the use and enjoyment of the other lands of the donor in the Townships of Jesmond and Scaiton however so same lands may for the time being be built upon occupied or used and there is also reserved to the donor his heirs and assigns power to make through and underneath the benefactions above mentioned any drains and sewers as he or they may think necessary for the drainage of the donor's other lands in the Townships of Jesmond and Scaiton and of any buildings which may hereafter be erected thereon and to use for such drainage any drains or sewers made or to be made by the grantees in the said benefactions the plans and mode of junction being approved by the grantees and the donor his heirs or assigns being as little damage as reasonably may be in the exercise of the said reserved powers

4. The piece of land containing about one acre and marked A on the plan on which stands the ruins of St Mary's Chapel is given subject to the provisions and stipulations in relation thereto contained in a Deed dated the nineteenth day of January One thousand eight hundred and seventy two between the donor and his wife and George Walker which provisions and stipulations the grantees are to observe and perform

5. The benefactions above mentioned are given as to the Dhaunting Hall for letters printed reports and meetings (such letters printed reports and meetings being restricted with any literature picture or engraving) or for pictures or other visual entertainments appropriate to a public park and the same shall be used for those purposes only and as to the other parts of the benefactions above mentioned the same are given for a public park and recreation and pleasure grounds and those other parts (which are hereinafter referred to as 'the park') shall be used for those purposes only and no building or building shall be made or set up thereon except such as shall be appropriate to and necessary for those purposes and it is expressly declared that without prejudice to the preceding generalities nothing shall be done in or upon the park or the Dhaunting Hall from which any nuisance or annoyance may arise to the neighborhood and it is also expressly declared that the same park and hall or either of them shall not be used for any gaming or other purpose mentioned with penalties

6. No alteration shall be made in the manner in which the park is now laid out that will render it more artificial than at present
7. Provided always that so far as such powers may lawfully be reserved the management of the park and the Dhaunting Hall shall during the life of the donor be subject to his control and regulation with power for him to make rules and regulations for the good order and government of the park and the Dhaunting Hall and of the several houses or wings the same and further that if the donor's wife Anne Margaret Armstrong shall survive him such management shall so far as aforesaid be during the then remainder of her life subject to her control and regulation with power for her to make such or the like rules and regulations as aforesaid Provided always and inasmuch as the park has been in the habit of ranging a small river for amusement to the park for the benefit of the Infirmary for the sick and lame poor of the County of Newcastle-upon-Tyne and Durham it is declared that so far as lawfully may be the donor shall during his life and after his death the said Anne Margaret Armstrong shall during the remainder of her life be at liberty to make similar ranges but so nevertheless that the whole amount thereof be paid over to the said Infirmary and subject to the provisions of the Statute in that behalf made and it is expressly declared that no charge for admission to or use of the park and the Dhaunting Hall or either of them shall during the life of the donor or of his wife be made though after the death of the survivor of them and without prejudice to the provisions for the time being in force as to the parks of the grantees a charge for admission into the Dhaunting Hall may on the occasion of any letter printed or other be made for the benefit of any medical or other charitable institution in Newcastle-upon-Tyne

8. Subject and without prejudice to the last foregoing clause the park and the Dhaunting Hall shall be subject to the control and regulation of the grantees who in addition to their present statutory and other powers shall have power to make such or the like rules and regulations as aforesaid

9. The person or persons for the time being having power to make rules and regulations shall have power to repeal and to or otherwise alter the rules and regulations for the time being in force by a resolution made

10. The grantees shall forthwith erect an additional lodge and gate for entering the park at each of the points marked B, C and D on the plan

11. So far as the several works and things hereinafter mentioned have not been already done the grantees shall do them with all practicable despatch the donor giving such land as may be necessary that is to say (1) They shall form and completely make and fence a macadamized road forty feet wide at least with suitable footpaths or footpaths running from the long Scaiton Curvick road in the direction indicated by the dotted lines drawn between the points E, F, G, H and I and a macadamized road of the same width with suitable footpaths or footpaths running from the last mentioned road at the point H in the direction indicated by the dotted lines drawn between the points H, K and L on the plan both of which roads shall be public highways and shall be maintained accordingly by the grantees (2) They shall stop up and abolish the footpaths and bridle roads indicated by the letters M, N, O, L on the plan (3) They shall take down the four Cottages situate near the point M on the plan and shall erect thereon in the adjoining fields for the use of the donor's farm at High Scaiton

12. The Grantees shall use their utmost endeavours to prevent the ravage of the Townships of Gosforth and Cosbys flowing into the stream called the Ouseburn which stream after flowing through those Townships runs through the park

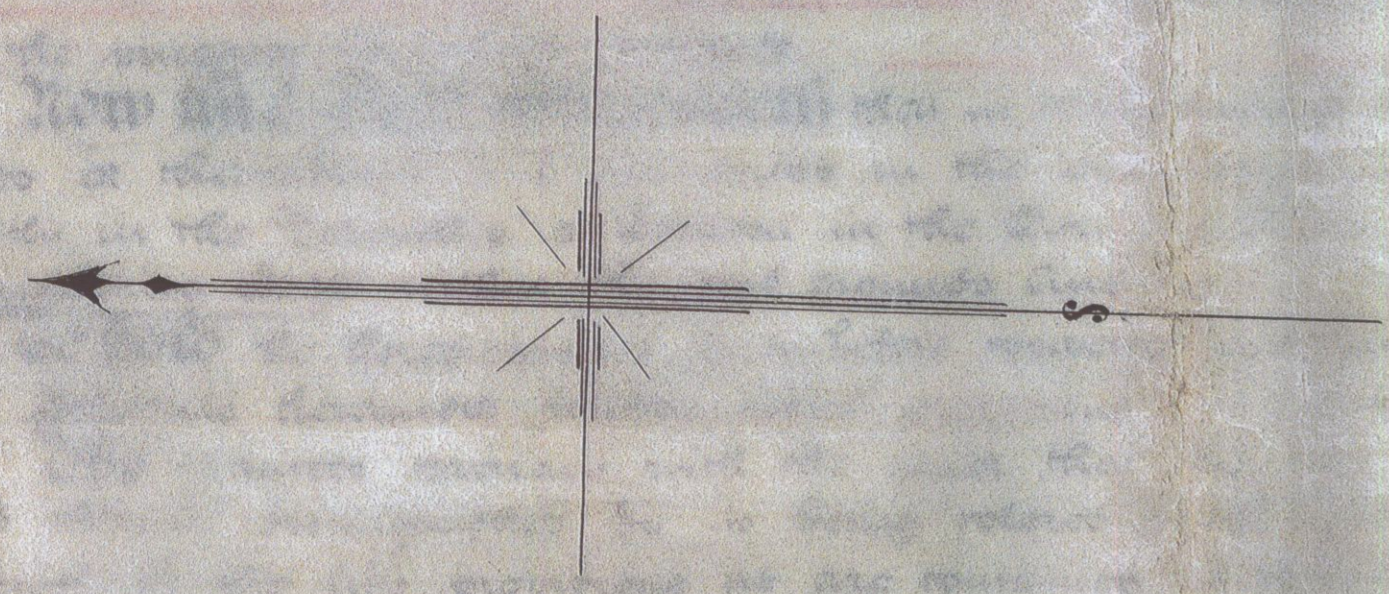
13. The Grantees shall fence off the park from the adjoining lands of the donor with a substantial fence of the pattern and description which have been approved by the donor and shall at all times thereafter maintain the said fence in good repair

14. The Grantees shall when requested by the donor his heirs or assigns provide and at all times maintain on the east side of the park for the use of the owners and occupiers for the time being of the houses to be built upon the adjoining land now of the donor six private foot chaussees having self closing gates or doors and the said owners and occupiers and their families and friends shall be entitled at all times while the park shall be open to the public to free access to and egress from the park by means of those chaussees or any of them and while the park shall not be open to the public the grantees shall be at liberty to lock or fasten the gates or doors of the said chaussees. The said chaussees shall be in such situations and of such character as shall be approved by the donor his heirs or assigns and the user thereof shall be subject to such reasonable regulations as the grantees shall impose in relation thereto

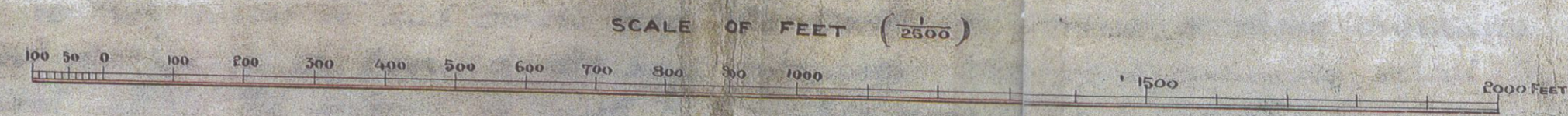
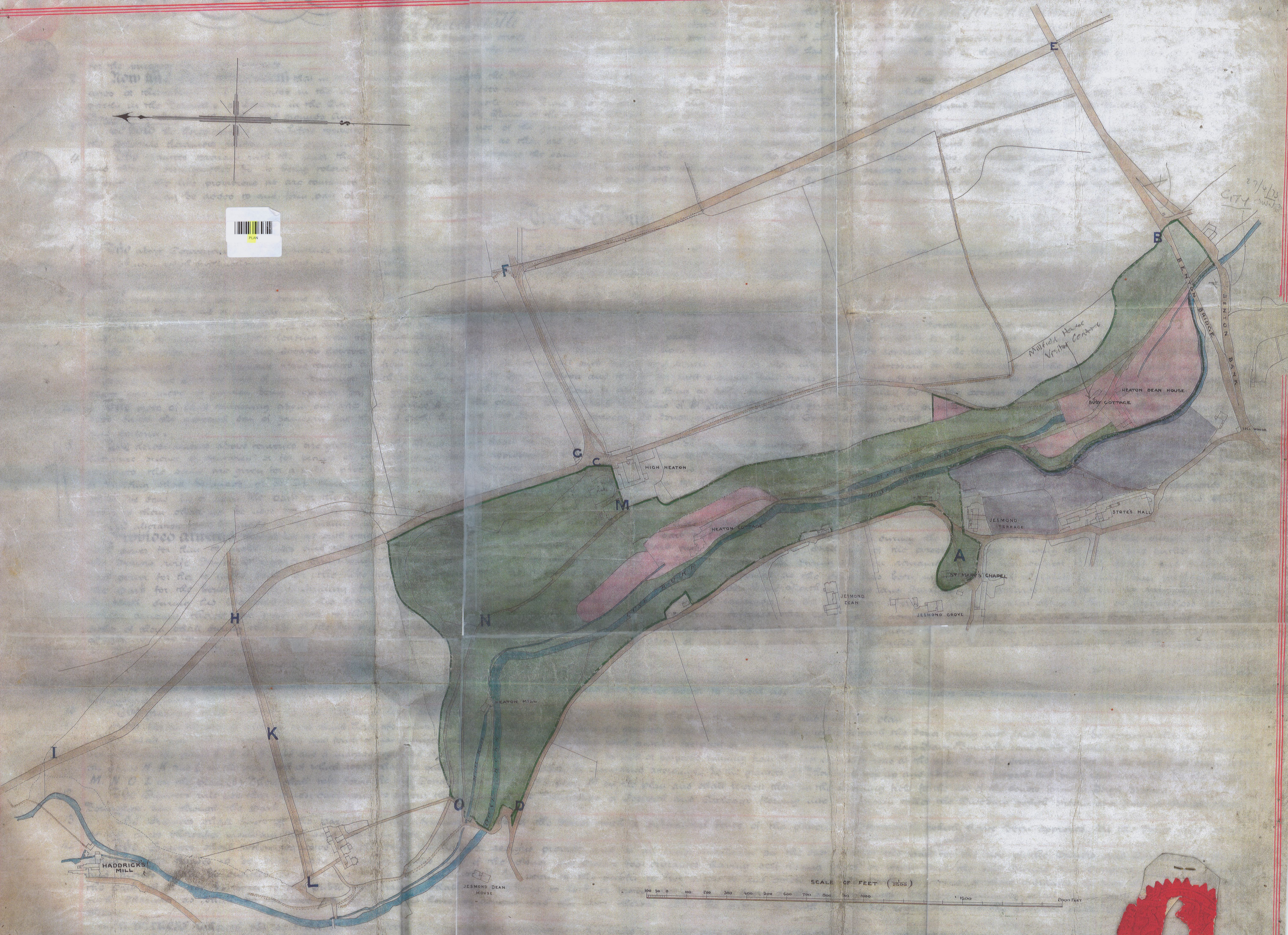
In witness whereof the said Sir William George Armstrong hath hereunto set his hand and seal and the said Mayor Aldermen and Citizens have raised their Common Seal to be hereunto affixed the day and year first before written



Armstrong
In the presence of
Newcastle-upon-Tyne



27/4/23
CITY



Wm. Gibson