

**DEED** made the third day of October One thousand eight hundred and eighty three  
**BETWEEN SIR WILLIAM GEORGE ARMSTRONG** of Jesmond in Newcastle upon  
Tyne Knight Companion of the Bath (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 seised of the hereditaments hereinafter described for  
an estate of inheritance in fee simple in possession free from incumbrances  
but subject to the mining extension mentioned in the second clause of the  
Schedule hereunder written and he has resolved to make a gift of those  
hereditaments to the grantees to be held by them for the purposes hereinafter  
expressed
2. **NOW THIS DEED WITNESSETH** that in consideration of the premises the  
donor both grant and convey unto the grantees ALL those pleasure grounds  
and pieces or parcels of ground containing together sixty two acres or  
thereabouts and delineates in the plan drawn upon this deed and therein  
distinguishes by their being coloured round with dark green which grounds  
are situate partly in the Township of Jesmond and partly in the Township of  
Heaton in the City and County of Newcastle upon Tyne and comprise (inter  
alia) the pleasure grounds commonly called Jesmond Dene together with the  
building commonly called the Banqueting Hall within the said grounds AND  
together also with the Ruins of the ancient Chapel of St Mary and the grounds  
connected therewith

3. **TO HOLD** the hereditaments hereinbefore conveyed 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 hereunder written which provisions and stipulations so far as they are to be observed or performed by the grantees, the grantees to 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 at a reasonable price purchase the land adjoining the hereditaments hereinbefore conveyed and delineated on the said plan and therein distinguished by its being coloured purple and in case the same land shall be purchased the same shall be vested in the grantees 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 such of the hereditaments hereinbefore conveyed 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 Conveyance does not include and that shall be excepted from it the four dwellinghouses with their gardens grounds and out-offices occupied respectively by Major Fonds, Mr Hoare, Mr Hunting and Mr Atkinson which dwellinghouses including the gardens grounds and out-offices belonging thereto and delineated in the plan and are thereby distinguished by their being coloured red and that shall be conveyed to the donor and his heirs and assigns such rights of way over the respective roads leading to the said

dwellinghouses respectively and such rights of drainage as are now enjoyed in connection with the said dwellinghouses respectively

2. **ALL** coalmines and seams and seams of coal as well opened as unopened within and under the hereditaments above conveyed are restricted to the persons entitled to the same respectively with such liberties and privileges in relation thereto and to any other mines and minerals as such persons 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 authorised by him or them with or without horses and other cattle carts and other carriages into out of over and along so much of the road leading from the Long Benton turnpike road to High Heaton as passes through the hereditaments above conveyed for the use and enjoyment of the other lands of the donor in the townships of Jesmond and Heaton however as same lands may for the time being be built upon occupied or used and there is also reserved to the donor his heir and assigns power to make through and underneath the hereditaments above conveyed and from time to time to repair all such drains and sewers as he or they may consider necessary for the drainage of the donor's other lands in the Townships of Jesmond and Heaton 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 hereditaments the places and most of junction being approved by the grantees and the donor his heirs or assigns doing 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 stand the ruins of St Mary's Chapel is given subject to the provisions and stipulations in relation thereto contained in a deed dated the sixteenth day of January One thousand eight hundred and seventy two between the donor and his wife and George Surkley which provisions and stipulations the grantees are to undertake and perform
5. **THE** hereditaments above conveyed are given as to the Banqueting Hall for lectures, recitals, concerts, banquets and meetings (such lectures, recitals, concerts, banquets and meetings being connected with arts, literature, science or education) or for pursuits or other gatherings appropriate to a public park and the same shall be used for those purposes only and as to the other parts of the hereditaments above conveyed the same are given for a public park and recreation and pleasure ground and those other parts (which are hereinafter referred to as "the park") shall be used for those purposes only and no erection 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 Banqueting Hall from which any nuisance or annoyance can arise to the neighbourhood and it is also expressly declared that the same park and hall or either of them shall not be used for any meeting or other purpose connected with politics
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 can lawfully be reserved the management of the park and the Banqueting 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 governance of the park and the Banqueting Hall and of the persons visiting or using the same and further that if the donor's wife Dame 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 donor has been in the habit of charging a small sum for admission to the park for the benefit of the Infirmary for the sick and lame poor of the Counties of Newcastle upon Tyne, Northumberland and Durham it is declared that so far as lawfully may be he shall during his life and after his death the said Dame Margaret Armstrong shall during the remainder of her life be at liberty to make similar changes but so nevertheless that the whole amount thereof be paid over to the said Infirmary **BUT EXCEPT** as aforesaid it is expressly declared that no charge for admission to or use of the park and the Banqueting 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 Banqueting Hall may on the occasion of any lecture, recital or concert be made for the benefit of any medical or other charitable institution in Newcastle upon Tyne

8. **SUBJECT** and without prejudice to the last preceding clause the park and the Banqueting 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 add to or otherwise alter the rules and regulations for the time being in force by whomsoever 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 force a macadamized road forty feet wide at least with suitable footpath or footpaths running from the Long Benton Turnpike 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 footpath 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 footpath and bridle road indicated by the letters M, N, O, L on the plan (3) They shall take down the foul cottages situate near the point M on the plan and shall re-erect them in the adjoining field for the use of the donors farm at High Heaton
12. **THE** Grantees will use their utmost endeavours to prevent the sewage of the townships of Gosforth and Coxlodge 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 adjacent land now of the donor six private foot entrances 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 entrances 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 entrances. The said entrances 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 caused their Common Seal to be hereunto

Signed Sealed and Delivered by the within named Sir William George Armstrong in the presence of M Thompson, Solicitor, Newcastle upon Tyne, George Scott, Clerk to Messrs. Dees and Thompson, Solicitors, Newcastle upon Tyne





**Dated 3<sup>rd</sup> October 1883**

**Sir William George Armstrong C.B.**

to

**THE CORPORATION OF NEWCASTLE UPON TYNE**

**DEED OF GIFT**

of

Jesmond Dene and Banqueting Hall

for a

Public Park

Enrolled in the High Court of Justice, 'Chancery Division', the twenty seventh day of  
November in the year of our Lord 1883 (being first duly stamped) according to the  
tenor of the Statutes made for that purpose.