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**Catalogue of the Redheugh Estate, Co.  
Durham deeds (BRA 715)**

**Date range of material: 1784-1918**

Durham University Library  
November 2016

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## **Preface**

### **Creation of catalogue**

Typescript finding aid, February 1983, MR Foster. File re-keyed SF September 1996, marked up in SGML RIH, October 1996.

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## Introduction

*Collection title:* Redheugh Estate, Co. Durham deeds (BRA 715)

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*Creator:* Askew family of Gateshead

*Language of material:* English

This deposit of deeds covers the later years of the Askew's ownership of the Redheugh Estate, especially from the 1830s to the 1880s. It relates particularly to the disposal of land and mining rights by the family and their trustees under various settlements. The deeds were preserved as a record of the family's continuing interest in the area during the gradual disposal of land and rights. During these years successive family settlements altered the nature and degree of interest of individual members of the family, which in turn affected the disposal of portions of the estate.

### Introduction

The Redheugh Estate was one of several large landed properties in Gateshead which survived in the form of a gentleman's residence surrounded by gardens and agricultural land until the development of industry and housing in the area in the mid-nineteenth century. In 1748 the estate was purchased from the Radcliffe family by Adam Askew, M.D., of Newcastle upon Tyne. It remained in the Askews' hands for a century and a half, but was gradually reduced in size by sales and leases for building and mining developments.

### The Askew Family at Redheugh

The precise origins of the Askews of Redheugh remain unclear, (C.R. Hudleston and R.S. Bumphrey, *Cumberland Families and Heraldry*, (Cumberland and Westmorland Antiquarian and Archaeological Society, 1978), p.8), but by the eighteenth century they were established among the gentry of north-west England. Anthony Askew, a physician in Kendal, Westmorland, married Anne Storrs, a Lancashire heiress, and thereby acquired Storrs Hall. Their son and heir Adam, after education at Cambridge, established a notable medical practice in Newcastle upon Tyne in 1725. From then until his death in 1773 he invested the considerable profits from his practice in lands scattered round the north of England, including the estate at Redheugh with which this deposit deals. For biographical details concerning Adam Askew, see R. Welford, *Men of Mark 'Twixt Tyne and Tweed*, (3 vols, Newcastle upon Tyne, 1895), I, 115-20.

Adam Askew entailed his landed property by means of trusts declared in his will. Of Henry's tenure no details survive; he appears in the deeds in section A as owner of lands in Little Stainton, Co. Durham, which he acquired by his marriage to Dorothy Boulby, ( *Victoria County History of Durham*, (London, 1928), III, 215), and in Monk Hesledon, Co. Durham, his title to which remains untraced. On Henry's death without issue in 1796, the Redheugh Estate passed to his nephew, Adam Askew the younger [1762-1844], son and heir of Anthony, the deceased eldest son of Adam Askew the elder.

Although Adam Askew the younger married twice, it was clear by 1832 that he would die childless and that the life-tenancy at Redheugh would pass, according to the terms of the entail, to his brother Henry, rector of Greystoke in Cumberland. Henry's son and heir, Henry William Askew [1808-90], married in that year Lucy Percy, daughter of the bishop of Carlisle. The settlement upon their marriage confirmed the entail, perserving the life-interests as under the old will down to Henry's death [1852] and thereafter settling the estate upon two trustees, Adam Washington and James Pulleine, to hold to the use of Henry William for

life, in trust for his sons and heirs. The deeds in sections B and D refer to the land dealings of Adam Askew the younger in Gateshead both before 1832, when he acquired an interest in St Helen's Close, adjacent to Redheugh, and after the resettlement, when he conveyed the riverside portions of the estate to railway companies. Section C covers the 1832 settlement.

From 1852, Henry William as life-tenant, with the trustees, undertook some piecemeal disposal of parcels of the estate [section E]. 1868 saw the coming-of-age and marriage of his son, Henry Hugh Askew. Instead of simply making a new settlement, Henry William [life-tenant and protector of the settlement] and Henry Hugh [tenant in tail] agreed to disentail the estate as a whole, in order to facilitate sales and leasing of those portions not yet disposed of nor earmarked for disposal. All interests in the estate were to be divided between Henry William and Henry Hugh in the proportion 43%:57%. Profits from sales already contracted, as well as the remaining lands, monies and mining rights, were all so divided. Henry William held his share outright; the other was held by Thomas Johnston and Edward Tyrell Lewis, trustees, to the use of Henry Hugh for life. Section F contains the deeds relating to the dispersal of Henry William's share of the estate and those in section H cover conveyances by Henry Hugh and the trustees.

Rights to mine coal and fireclay under the surface of the land were carefully reserved throughout these transactions. They were leased out in toto in 1871 to John Fleming and John Milling, who sank the Redheugh Colliery in 1872 and mined successfully for several decades. The detailed leasing arrangements which assured the Askews of shares in the profits from coal are found in section I.

#### The Development of Redheugh

Although much of Gateshead remained agricultural until the nineteenth century, industry was not new to the area. Coal-mining had been a major enterprise since the Middle Ages; after a lull in the late seventeenth century, new technological expertise paved the way for deeper and more difficult mining. Other established industries included glass, iron and rope manufacture. Nevertheless certain estates, including Redheugh, remained suitable residences for the gentry. For Redheugh, the turning-point was the construction of the Redheugh branch of the Newcastle and Carlisle Railway in the 1830s (see G. Whittle, *The Newcastle and Carlisle Railway* London, 1979, pp.31-3, 43-4, 46). Even before the line opened, Adam Askew had moved south, leasing Redheugh Hall and its gardens in 1835 to William Cuthbert, a Newcastle glass-manufacturer. The new lines passed close to the Hall; further railway expansion, including Askew's grant to the companies of his lands along the river banks, rendered the house wholly undesirable as a gentleman's residence (F. W. Manders, *A History of Gateshead* (Gateshead, 1973), pp. 114-15, 130-2). Henry Askew attempted to sell the whole estate for building in 1850, but no buyer could be found. Development in the area did not offer a good investment until access to and from Newcastle was improved by the building of Redheugh Bridge across the Tyne, begun in 1865 and completed in 1871 (ibid., pp. 121-1). The striking effect on the area is illustrated in these deeds: conveyances which had been a trickle in the 1850s and 1860s increased to a flood in the 1870s, as the Askews sold land for housing and industrial building, and at the same time leased coal-mining rights.

The Askews' deeds tell something, but not all, of the history of this massive development. The majority of the land conveyances contain covenants concerning the construction of specified roads, with drainage and prohibiting house-building without written approval from the vendors and their surveyors. Thus the deeds provide a detailed outline of projected roads and housing at the time the lands left the Askews' possession. They do not, however,

show which projects failed or why some remain incomplete - except in the case of the bankrupt speculator Thomas Caulfield (see no. 95). It is equally impossible to determine from the documents the nature and quality of each development, nor the living conditions in those houses which were built. For information on the industrialists and speculators and on the results of their activities, it is necessary to look elsewhere (*ibid.*, especially chapters 3, 4, 5, 7 and 8, and references).

The location and extent of the Redheugh Estate in the early nineteenth century is shown most conveniently on the Gateshead Tithe Apportionment of 1839, a copy of which is held by this repository. Many of the deeds in the deposit have maps or plans which show either the individual plots being conveyed or changes over the whole area of the estate. The Altered Tithe Apportionment of 1885, also in this repository, shows development in progress, as do successive sheets of the 25 inch Ordnance Survey, Durham Sheets II, 16 and VI, 3 and 4.

### Accession details

Deposited by the British Records Association in Durham University Library, Palace Green in June 1948 and transferred to the Prior's Kitchen, Durham City in April 1958. They were presented to the BRA by Messrs Beachcroft, Hay & Ledward, solicitors, 29 Bedford Square, London W1. With an additional document (62A) added by Lorna Cowan in October 2013 (Acc No Misc.2013/14:11).

### Arrangement

The arrangement of the documents reflects their legal and administrative background. Apart from sections A and B, which refer to lands outside the boundaries of the Redheugh Estate, the deeds are arranged in sections according to the successive settlements and in interests; within each section C-H the deeds follow the disposal of land chronologically. Finally, section I covers the leasing of mining rights beneath the estate. The break-up of the Redheugh Estate did not follow a coherent geographical progression: users interested in particular streets should consult the place-name index at the end. Similarly, individual developers invested in Redheugh land at various times, and users concerned the particular persons or companies should consult the index of persons and institutions.

Box 1: 1-12.

Box 2: 13-34

Box 3: 35-44.

Box 4: 45-69.

Box 5: 70-95.

Box 6: 96-102.

Box 7: 103-111.

### Form of citation

The form of citation should be GB-0033-BRA-0715, or the collection title Redheugh Estate, Co. Durham deeds (BRA 715), and the *reference number*.

To order items in the searchroom, use the collection reference code(s), derived by removing the repository code (GB-0033-), followed by the reference number. Citing the section of the finding aid is useful.

### Related material (internal)

Church Commission Bishopric Estates deposit

Includes not only counterparts of some of the deeds in this collection, but also other documents relating, for example, to St Helen's Close.

Related material (elsewhere)

Gateshead Public Library

Deeds concerning Redheugh itself 1703-24 and a nineteenth-century sale bill for the estate, as well as numerous other deeds and papers relating to local estates and enterprises.

See *Gateshead Archives: a guide* (Gateshead Public Libraries, 1968).



## A. Little Stainton and Monk Hesledon

1a 3 December 1784

(1a) Henry Askew of Redheugh, Co. Durham, esq.

(1b) Dorothy, wife of (1a), granddaughter and heir at law of William Spencer late of Guisborough, Yorks, merchant, and niece and heir at law of John, Thomas and Richard Spencer and Esther Dingley, children of William Spencer

(2) Albany Wallis of Norfolk Street, par. St Clement Danes, Middx

Deed declaring the uses of a fine levied in the Court of Chancery of Durham between (2), plaintiff, and (1a) and (1b), deforciant, of:

(i) a messuage in Little Stainton, Co. Durham, with appurtenances and with parcels of arable, meadow and pasture in the town fields there, commonly called the Wastes, Cattkells, Ox Close, Whinney Hill and High Close, formerly owned by or occupied by Richard Wetherell the elder and Richard Wetherell the younger;

(ii) a messuage or dwelling-house in Monk Hesledon, Co. Durham, called Maughams House, formerly occupied by Thomas Wallis;

(iii) parcels of land, part of Black Halls Farm in Nonk Hesledon: the Low Pasture (21a 2r 35p), the Windmill Field (3a 1r 8p), the Oat Stubble Field (4a 2r) and parcels of the Wheat Field and the Great Ware Land Field (together 17a 2r 33p);

(iv) a garth in Monk Hesleden. The conusee, (2), shall be seised of the premises to the use of (2) and (1a) in trust for (1a).

Signed and sealed: (1a), (1b), (2).

Parchment 1m.

1b 11 December 25 Geo.III [1784]

Enclosed:

Final concord made in the Court of Pleas, Durham, between Albany Wallis, plaintiff, and Henry Askew and Dorothy his wife, deforciant, of the above premises, which the deforciant acknowledge to belong to the plaintiff as a gift from them. The plaintiff has paid to them 160 marks for quitclaim and warranty.

Endorsed: "Delivered by proclamation according to the Statute".

Parchment 1m.

## B. St. Helen's Close

2 14 January 1811

(1) Cuthbert Ellison of Hebburn Hall, Co. Durham, esq.

(2) Adam Askew of the Redheugh, Co. Durham, esq.

Assignment of (1) to (2) of St Helen's Close (13a 20p) and the adjoining banks of the River Tyne (2a 1r 25p) with the quay along the banks (314 yds) in Gateshead, Co. Durham, part of the manor and borough of Gateshead leased to (2) by Shute [Barrington], bishop of Durham, 13 December [1810], bounded by lands belong to (2) to the south and west, by the West Pipehill Pasture to the east and by the River Tyne to the north, reserving to (1) all mining rights under the land and all rights of common and pasture on Gateshead Fell.

Term: the remainder of a term of 21 years.

Rent: £3. 5s. 5d. p.a. to the bishop of Durham, with £1. 10s. 2d. p.a. for the Land Tax.

Consideration: £1,890.

Signed:(1).

Seal: red wax applied: armorial (damaged).

Parchment 2mm.

3 7 November 1844

(1) Rt. Rev. Edward [Maltby], bishop of Durham.

(2) Adam Askew of Redheugh, Co. Durham, esq.

Lease by (1) to (2), following (2)'s surrender of an earlier lease of 19 September 1843, of the above premises reserving a parcel (3a 17p) which (1) has contracted to sell to the Newcastle and Carlisle Railway Company, and with other reservations as above. Covenants include: (2) for maintenance and repairs and to pay customary dues.

Term: 21 years from 22 July [1844].

Rent: £3. 5s. 5d. p.a.

Consideration: "a competent sum".

Unsigned, unsealed.

Parchment 1m.

4 1 July 1866

(1)The Ecclesiastical Commissioners for England

(2)Henry William Askew of Conishead Priory, Lancs, esq.

(3a)Adam Washington of Darley Dale, near Matlock, Derbys

(3b)James Pulleine of Clifton Castle, near Bedale Yorks, esq.

Grant by (1) to (2) with the consent of (3a) and (3b), tenants, of the reversion in fee simple expectant upon the residue of a term leased by [Edward Maltby], bishop of Durham, 6 June 1854, in two parcels of land (together 12a 2r 33p), being the above lands with a further exception (3r 32p), since conveyed to the North Eastern Railway Company;

reserving to (1) all mines, mining rights and minerals other than surface clay and stone for building repairs.

Declaration by (2) that his widow shall not be entitled to dower from these lands.

Consideration: £2,650.

Signed: (2), (3a), (3b).

Seals: one wafer papered; two red wax applied.

Parchment 3mm.

5 8 August 1867

(1) Henry William Askew of Conishead Priory, Lancs, esq.

(2a) Adam Washington of Darley Hall (*recte* Dale), near Matlock, Derbys, esq.

(2b) James Pulleine of Clifton Castle, near Bedale, Yorks, esq.

Grant by (1) to (2a) and (2b) of the above reversion in fee simple, with the above exception, to hold upon the trusts and with powers recited in a settlement of 7 February 1832 [ no.8b(i) below ].

Consideration: £2,883. 7s.0d.

Signed: (1).

Seals: three red wax applied.

Parchment 1m.

## C. The Redheugh Estate, Settlement 1831-2

## 6 26 December 1831

- (1) Adam Askew of Wimpole Street, par. St Marylebone, Middx, esq.
- (2) Rev. Henry Askew, rector of Greystoke, Cbd.
- (3) Henry William Askew, esq.
- (4) John Watson of the City of Durham, gent.
- (5) Thomas Howe of Lincoln's Inn, Middx, gent.

Bargain and sale by (1) and (2) at the request of (3) to (4) of the capital messuage, pleasure grounds and gardens called Redheugh, par. Gateshead, Co. Durham, together with all mining rights and all appurtenances, to hold during the joint lives of (1) and (4), so that (4) may be in actual possession thereof and a common recovery may be suffered by (5) against (4) at the cost of (3) and that (5) may hold to the following uses:

(i) to the use of (1) for life and thereafter to confirm all other uses and estates limited in the will of Adam Askew the elder (recited), subsequent to the life estate of (1) and prior to the life estate of (2);

(ii) to uses which (1), (2) and (3) shall limit by deed hereafter and, in default of any limitations by (3) or (2), to uses limited in the will of Adam Askew the elder subsequent to the life estate of (2).

Signed and sealed: (1), (2), (3), (4).

Endorsed: note of enrolment in the Durham Chancery Close rolls, 9 February 1832, roll A no.14.

Parchment 4mm.

## 7 13 January/29 February 1832

- (1) Thomas Howe, gent.
- (2) John Watson, gent.
- Henry William Askew, esq., vouchee
- John Tiplady, common vouchee

Exemplification of common recovery suffered in the Court of Pleas at Durham, 13 January 1832, by (1) against (2), of 10 messuages, cottages, barns, stables and gardens and 300 acres of land with appurtenances in the parish of Gateshead.

Seal: wax, paper-covered, on parchment tag: official (damaged).

Parchment 1m.

8a(i) 7 February 1832

Enclosed in 8b(i).

- (1a) Rev. Henry Askew, rector of Greystoke, Cbd.
- (1b) Henry William Askew of the same place, esq.
- (2a) Adam Washington of Lincoln's Inn, Middx, barrister at law
- (2b) James Pulleine of the Inner Temple, Middx, esq.

Bargain and sale by (1a) and (1b) to (2a) and (2b) of the Redheugh Estate with all appurtenances, so that (2a) and (2b) may be in actual possession to accept a release.

Term: one year.

Rent: one peppercorn.

Consideration: 5s.

Signed and sealed: (1a), (1b).

Parchment 1m.

8a(ii) 16 January 1855

Enclosed: Notification by Messrs. Palmer and Kemp, brokers, of the purchase in the names of Adam Washington and James Pulleine, on behalf of Henry William Askew, of £1,194. 0s. 6d. of 3% Consolidated Stock.

Paper 2ff.

8a(iii) 16 January 1855

Receipt for the above purchase.

Paper 1f.

8b(i) 7 February 1832

(1) Adam Askew of Wimpole Street, par. St Marylebone, Middx. esq.

(2) Rev. Henry Askew, rector of Greystoke, Cbd.

(3) Henry William Askew of Greystoke, esq.

(4a) Adam Washington of Lincoln's Inn, Middx, esq., barrister at law.

(4b) James Pulleine of the Inner Temple, Middx, esq.

Settlement in the form of a release by (2) and (3) with the agreement of (1) to (4a) and (4b) of the Redheugh Estate, to held to the uses limited in the will of Adam Askew the elder prior to the life estate of (2), and to the following uses: to the use of (2) for life, then to the use of (3) and of his sons severally and successively and in remainder in tail male by seniority, and in default of sons to the use of his daughters as he shall appoint by deed or will, and in default of all issue of (3), then to the use for life of the second and other sons of (2) severally and successively by seniority in remainder in tail male with remainder to the right heirs of (3);

provision that:

(i) (4a) and (4b) shall receive the revenues during the minority of any life-tenant who succeeds under 21 years of age and shall be responsible therefrom for his or her education;

(ii) (3) may during the life of (2), appoint by deed or will a jointure, if he shall marry, not exceeding £400 p.a. and that (2), Thomas Askew and John his son [brother and nephew of (2)] may, if they are in actual possession, appoint jointures similarly, but so that the estate is never charged with more than £800 p.a.;

(iii) that the same may, if they are in actual possession, charge the estate with portions for children other than an eldest son, to a total of £5,000;

(iv) that any life-tenant, or (4a) and (4b) as trustees during a minority, may lease out the premises for a term of up to 21 years, or on building leases for terms of up to 99 years, and may sink and work mines or lease the mining and mineral rights for terms of up to 21 years;

(v) that (4a) and (4b) may at any time at the request of the life-tenant for the time being sell or exchange the premises.

Consideration: 10s.

Signed and sealed: (1), (2), (3).

Endorsed: (m.2) memoranda of transactions, concerning the estate:

1 February 1840 (no.10 below)

27 October 1840 (no.11 below)

15 December 1840 : two orders of the Court of Exchequer for the purchase of 3% annuities.

27 June 1845 : two orders of the Court of Chancery concerning the sale by (4a) and (4b), trustees, of certain 3% Consols.

Parchment 14mm.

8b(ii) 19 January 1852

Enclosed:

Statement by Arthur Browns (?), Lincoln's Inn, concerning the powers of leasing contained in the above settlement.

Paper 1f.

9a [7] February 1832

(1) Henry William Askew of Greystoke, Cbd, esq.

(2) Rev. Henry Askew, rector of Greystoke.

(3a) Rt. Rev. Hugh [Percy], bishop of Carlisle.

(3b) Lucy Percy, aged 20, third daughter of (3a).

(4a) Andrew Mortimer Drummond of Charing Cross Middx, esq.

(4b) Capt. the Hon. Joceline Percy, R.N., of Scots Bridge, Rickmansworth, Herts.

Settlement of (1) upon (3b), prior to their impending marriage, of a rent-charge of £400 p.a. out of the Redheugh Estate as her jointure, should she survive him, and appointment by (1) to (4a) and (4b) of the entire estate for a term of 99 years from the death of (1) as trustees to act on behalf of (3b) in the event of arrears in payment.

Consideration: 10s. paid by (4a) and (4b).

Signed and sealed: (1), (2), (3a), (4a), (4b).

Parchment 5mm.

9b 3 October 1868

Enclosed:

Letter from Henry John Drummond of Charing Cross, London, S.W., to Messrs. Upton, Johnson and Co, 20 Austin Friars, [London], E.C., informing them that George James Drummond is the surviving executor of Andrew Mortimer Drummond.

Paper 2ff.

c 29 October 1868

Letter from Fladgate, Clarke and Flack, 40 Craven Street, Strand, London, W.C., to Messrs. Upton, Johnson and Co., concerning the executors of Andrew Mortimer Drummond, died 1 June 1864.

Paper 2ff.

## D. Conveyances to Railway Companies, 1840

10 1 February 1840

(1) Adam Askew, late of Redheugh, par Gateshead, Co. Durham, now of Wimpole Street, Cavendish Square, Middx, esq.

(2) The Brandling Junction Railway Company.

Conveyance by 91) to (2) of a parcel of land (2a 3r 10p) at Redheugh, reserving rights of access and all mining rights.

Consideration: £1,967. 18s. 6d.

Signed and sealed: (1).

Parchment 1m.

11 27 October 1840

(1) Adam Askew [as in no.10].

(2) The Newcastle upon Tyne and Carlisle Railway Company.

Conveyance by (1) to (2) of a quay, part of the Redheugh Estate 9,194 yds. from west to east, 56ft. 6in. from north to south at the east end, 136ft. from north to south at the west end), bounded by the River Tyne to the north, by the Redheugh Estate to the south and by leasehold land belonging to (2) to the east and west, subject to easements for (1), viz.:

a foot and carriageway 15ft. wide to and from other such paths on the Redheugh Estate, another such foot and carriageway across the quay from the river to the estate and exclusive landing and loading rights on a portion of the quay.

Covenants concerning the maintenance of the first foot and carriageway.

Consideration: £1,831. 2s. 0d.

Signed: (1).

Seals: one red wax applied; one red wax papered.

Parchment 2mm.

12 27 October 1840

(1) Adam Askew [as in no.10].

(2) The Newcastle upon Tyne and Carlisle Railway Company.

Assignment by (1) to (2) of a quay held by (1) by a lease dated 9 August 1837 (314 yards on the north side, 162ft. from north to south at the east end and 56ft. 6ins from north to south at the west end), bounded by the River Tyne to the north, by other lands held by the same lease to the south, by leasehold land belonging to Cuthbert Ellison to the east and by land purchased by (2) from (1) to the west, reserving to (1) the use of certain foot and carriage ways, rights of access to and from and mooring for a ferry boat at the quay.

Covenants concerning the construction and maintenance of a foot and carriage way.

Consideration: £1,626. 3s. 6d., plus sums totalling £163. 3s. 0d.

Term: the remainder of a term of 21 years.

Signed: (1).

Seals: one red wax applied; one red wax papered.

Parchment 2mm.

## E. Conveyances by H. W. Askew and the Trustees, 1854-68

13 10 October 1854

(1a) Adam Washington of Darley Dale, Matlock, Derbys. esq.

(1b) James Pulleine of Crakehall, near Bedale, Yorks, esq.

(2) Henry William Askew of Conishead Priory, Ulverston, Lancs, esq.

(3) Robert Stirling Newall of Gateshead, Co. Durham, wire rope manufacturer.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (6a 2r 20p), bounded by the Tanfield [Branch] Railway to the north, by the turnpike road from Gateshead to Wickham to the south, by a public bridle road to the east and by the River Team to the west, reserving all mines and mining rights of coal or ironstone.

Covenants include:

(3) not to dig for clay upon the land.

Signed and sealed: (3).

Parchment 2mm.

14 18 October 1854

(1) Henry William Askew [as in no.13].

(2) Rev. John Davies, D.D., rector of the parish of Gateshead, Co. Durham.

(Cancelled) deed of gift by (1) to (2) of a parcel of the Redheugh Estate near to St Cuthbert's church (121ft. on the east side, 135ft. on the west, 70ft. on the north and 111ft. on the south), bounded by St Cuthbert's burial ground to the east, by a projected new street 40ft. wide to the west, by the turnpike road from Gateshead to Wickham to the north and by building land belonging to the trustees of the Redheugh Estate to the south, to be used as the site for a school for the children of working men of the parish in accordance with the doctrines of the Church of England, to be called "Lady Vernon School".

Covenants include: (2) to contribute to the construction of the projected new street.

Signed: (1), William Robinson, butler of (1), (2), Thomas Thompson gardener of (2).

Endorsed: "Cancelled and a new deed of gift ...granted ... 21 November 1867".

Parchment 2ff.

15

Duplicate of no.14



16 30 July 1866

- (1a) Adam Washington [as in no.13]
- (1b) James Pulleine of Clifton Castle, near Bedale, Yorks, esq.
- (2) Henry William Askew [as in no.13]
- (3a) Isaac Charles Johnson of Gateshead, Co. Durham, cement manufacturer.
- (3b) Edward Charleton of 9 St Mary at Hill, London, coal factor.
- (3c) John Watson of the same place, coal factor.
- (3d) John Charleton of the same place, cement manufacturer.
- (3e) Thomas George Gibson of Newcastle upon Tyne, esq.
- (3 being partners as cement manufacturers in Gateshead, "I.C. Johnson and Co.")

Conveyance by (1a) and (1b), trustees, at the direction of (2) to (3a-e) of a parcel of the Redheugh Estate (3a 2r 13p), now occupied by (3a-e), reserving all mines, mining rights and minerals other than surface clay.

Covenants include: (3a-e) to contribute to the construction of public roads as marked on the marginal plan A-B [later Cail Street] and C-D [later Johnson Street] and of part of a road from Pianet Farm house to the town of Gateshead, and to pay £2. 12s. 6d. p.a. for tithe rent-charge.

Consideration £1,645. 6s. 3d.

Signed and sealed: (1a), (1b), (2), (3a), (3b), (3c), (3d), (3e).

Parchment . 4mm.

17 1 November 1866

- (1) The Ecclesiastical Commissioners for England.
- (2a) Adam Washington [as in no.16].
- (2b) James Pulleine [as in no.16].
- (3) Henry William Askew [as in no.13].

Covenants concerning the construction of a road [later Askew Road] with the object of opening up the Redheugh Estate for building purposes, to join the Gateshead and Hexham turnpike road and running partly over land belonging to (1) and partly over land belonging to the North Eastern Railway Company.

Covenants include:

that (2a) and (2b) may construct the road as marked on the marginal plan B-C, but that this does not convey the soil;

(3) to dedicate the road to public use within six months.

Signed: (2a), (2b), (3).

Seals: one wax, papered, on tag; three red wax applied.

Parchment and linen 2mm.

18 11 January 1867

- (1a) Adam Washington [as in no.13]
- (1b) James Pulleine [as in no. 16].
- (2) Henry William Askew [as in no.13].
- (3) The North Eastern Railway Company.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of the fee simple of a parcel of the Redheugh Estate (4a 10¼p) now or late occupied by George Hawks and Elizabeth Dalrymple;

assignment of the remainder of a term in a parcel of leasehold meadow called St Helen's Close (3r 31¼p) now or late occupied by Elizabeth Dalrymple and leased by Edward [Maltby], bishop of Durham, to (1a) and (1b) on 6 June 1854, the two parcels to form part of the Team Valley Extension Railway.

Term: for (ii) the remainder of a term of 21 years.

Rent: for (ii) 3s. 4d. p.a.

Consideration: £2,550.

Signed: (1a), (1b), (2).

Seals: four red wax applied.

Parchment 2mm.

19 11 January 1867

- (1) The North Eastern Railway Company.
- (2) Henry William Askew [as in no.13].
- (3a) Adam Washington [as in no.13].
- (3b) James Pulleine [as in no.16].

Conveyance by (1) to (3a) and (3b) of land (1,370 sq.yds.) to be held subject to the uses limited in the settlement of 7 February 1832 [ no. 8b(i) above ] and to be made into a public road to and from Mulgrave Terrace [later part of Askew Road].

Consideration: £1,000.

Signed: (2).

Seals: one red wax applied; two red paper, one on parchment tag, one applied to dorse.

Parchment 2mm.

20 11 March 1867

(1a) Adam Washington of Ramsgate, Kent, esq.

(1b) James Pulleine [as in no.16].

(2) Henry William Askew [as in no.13].

(3) David Richardson of Newcastle upon Tyne, tanner.

(4) Joseph Hancock Richardson of the same place, manufacturing chemist.

Conveyance by (1a) and (1b), trustees, at the direction of (2) and (3) and in pursuance of a contract with (3), to (4) of two parcels of the Redheugh Estate adjoining the River Team (5a 1r 26p and 1r 19p respectively), reserving all mines, mining rights and minerals other than alluvial clay and the rights of the vendors to grant to future purchasers of the land adjoining Cail Street, Cross Street, Team Street and Mire Street the right to build a railway siding on the smaller portion.

Convenants include:

(4) to contribute to the construction of public roads as marked on the endorsed plan, portions of Team Street and Mire Street, and to pay 8s. per acre p.a. for tithe rent-charge.

Consideration: £1,517. 17s. 6d.

Signed and sealed: (1a), (1b), (2), (3), (4).

Parchment 3mm.

21 19 July 1867

(1a) Adam Washington [as in no.20].

(1b) James Pulleine [as in no.16].

(2) Henry William Askew [as in no.13].

(3) Richard Cail of Newcastle upon Tyne, alkali manufacturer.

(4a) Richard Cail [the same].

(4b) Septimus Anthony Cail of the same place, printer.

(4c) William Swanston of the same place, merchant.

(4d) Thomas Whitmore Hughes of the same place, merchant.

(4e) James Mundell Paterson of Marley Hill, near Gateshead, Co. Durham, colliery agent.

(4f) Gibson Kyle of Newcastle upon Tyne, architect and surveyor.

(4g) William Hardy Parker of the same place, merchant.

(4h) Joseph Hodgson of 11 St Clement's Lane, London, iron merchant.

Conveyance by (2) and (3) to (4a-h) of parcels of the Redheugh Estate (13a 3r 3p, 1r 22p, 7a 3r 23p and 217 sq.yds. respectively), which have been declared freed from the uses limited by the settlement of February 1832 [ no.8b(i) above ] by (1a) and (1b), trustees, at the direction (2).

Reservation to (2) of all mines [as in no.16].

Covenants include: (4a-h) to pay 8s. per acre p.a. for tithe rent-charge, to construct public roads as marked on the endorsed plan, portions of Water Street, Cross Street, Cail Street and Tyne Road, and a dock, and to pay to (1) a contribution of £78. 18s. 9d. upon completion of Team Street and the railway bridge there;

(2) to complete the construction of Askew Road from Painet Road to the junction with the road past Mulgrave Terrace.

Consideration: £5,258. 19s. 6d.

Signed and sealed: (1a), (1b), (2), (3), (4b), (4c), (4d), (4e), (4f), (4g), (4h).

Parchment 4mm.

## 22 4 August 1868

- (1a) Adam Washington [as in no.20].
- (1b) James Pulleine [as in no.16].
- (2) Henry William Askew [as in no.13].
- (3) The Redheugh Bridge Company.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of parcels of the Redheugh Estate (2a 1r 4p), for an approach road [later Redheugh Bridge Road] to the Redheugh Bridge.

Consideration: £800.

Signed and sealed: (1a), (1b), (2).

Parchment 1m.

## 23 23 October 1868

- (1a) Adam Washington [as in no.13].
- (1b) James Pulleine [as in no.16].
- (2) Henry William Askew [as in no.13].
- (3) George Davidson of Gateshead, Co. Durham, glass manufacturer.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (3a 2r 9p) [bounded by the River Team to the north, east and west and partly by the North Eastern Railway to the south], reserving all mines [as in no.16].

Covenants include:

(3) to pay £1. 8s. 6d. p.a. for tithe rent-charge and to contribute to the construction of a public road as marked on the marginal plan A-B.

Consideration: £600.

Signed and sealed: (1a), (1b), (2), (3).

Parchment 4mm.

## 24 31 December 1868

- (1a) Adam Washington [as in no.13].
- (1b) James Pulleine [as in no.16].
- (2) Henry William Askew [as in no.13].
- (3) Thomas Thompson of Gateshead, Co. Durham, agent.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (3,164 sq.yds.) [bounded by Tyne Road to the north, by Rose Street to the south, by other parts of the Redheugh Estate to the east and by Pine Street to the west] reserving all mines [as in no.16].

Covenants include: (3) to pay 8s. per acre p.a. for tithe rent-charge, to construct public roads as marked on the endorsed plan A-B [part of projected Tyne Road], A-C [later Pine Street] and C-D [part of Rose Street].

Consideration: £265. 3s. 0d.

Signed sealed: (1a), (1b), (2), (3).

Parchment 2mm.

## F. Resettlement, 1868-70, and related Deeds

25 31 December 1868

(1) Henry William Askew of Conishead Priory, Ulverston, Lancs, now residing at Hampton Lodge, Farnham, Surrey, esq.

(2) Henry Hugh Askew, eldest son of (1).

(3) Ewart Simon Mounsey of 5 Raymond Buildings, Gray's Inn, London, gent.

Deed to bar the estate tail of (2) in the Redheugh Estate, Gateshead, and in certain monies, in the form of a conveyance by (2) with the consent of (1) as protector of the settlement of February 1832 [ no.8b(i) above ], to (3) of all lands in Gateshead and all monies, funds and stocks now subject to the subsisting uses of that settlement to hold subject:

(i) to the life estate of (1) but freed from all estates tail of (2);

(ii) on the determination of (1)'s life estate to such uses as (1) and (2) shall appoint jointly.

Signed and sealed: (1), (2).

Endorsements include: memorandum of enrolment in Chancery, 1 January 1869.

26a 31 December 1868

Appointment by deed poll by Henry William Askew of Hampton Lodge, Farnham, Surrey, in accordance with the terms of the settlement of February 1832 [ no.8b(i) above ] of portions for his younger children, in the form of £5,000, part of £7,506 invested in the mortgage of an estate at [Bickley, Kent pencilled in margin] belonging to [George pencilled in margin] Withers, esq., this investment being a portion of the estate settled in 1832, to be held in trust for the children by the trustees under the 1832 settlement.

Signed and sealed: H.W. Askew

Parchment 1m.

26b 5 August 1870

enclosed Receipt for £4,993. 0s. 1d. paid by James Pulleine and Adam Washington for the purchase of £5,594. 8s. 1d reduced 3% Consols.

Paper 1f.

27 31 December 1868

(1) Henry William Askew [as in no.25].

(2) Henry Hugh Askew [as in no.25].

(3a) Thomas Johnston of 5 Raymond Buildings, Gray's Inn, Middx, gent.

(3b) Edward Tyrell Lewis of 1 Albany Court Yard, Piccadilly, Middx, gent.

Agreement for the division of the remaining portions of the Redheugh Estate and all monies, stocks, funds etc. held to uses declared in the settlement of February 1832 [ no.8b(i) above ] between (1) and (2) in the proportions 43:57.

Detailed provisions include:

(1) and (2) to vest the whole settled estate in (3a) and (3b) upon trusts to be declared; the parts of the landed estate not now subject to contracts of sale to be divided by arbitrators 43:57, the portions being designated A and B respectively;

portion A to be vested in (1) absolutely, portion B to be vested in two trustees appointed by (1) and (2) respectively, with power to sell or let the premises at the direction of (2) for building or other purposes, the proceeds to be invested by the trustees and the income from the trust fund so formed to go to (2) for life and after his decease to be held in trust to pay £400. p.a. for life to his widow and thereafter for his children;

the monies forming part of the settled estate to be divided in the same proportions, the parts being designated C and D respectively; the residue of D, after certain specific payments have been made, to be invested to the same uses as the profits from sales and leases above;

the new settlement to contain powers of selling or leasing the surface land and the substrata separately;

(1) is to hold all existing deeds of title, subject to covenants to (2) for safe custody and production in a court of law when required.

Provision for the replacement of trustees: (3a) and successors to be replaced by (1) and heirs, (3b) by (2) similarly.

Schedules:

1. Portions of the landed estate already sold
2. Application of the proceeds from sales in schedule 1
3. Lands still subject to the 1832 settlement.
4. Lands still subject to the 1832 settlement but now under contracts of sale
5. Monies, stocks and funds subject to the 1832 settlement

Signed and sealed: (1), (2), (3a), (3b).

Parchment 11ff.

28a 28 January 1869

(1) Lucy Askew, wife of Henry William Askew of Conishead Priory, Lancs, now residing at Hampton Lodge, Farnham, Surrey, esq.

(2) Henry William Askew.

(3) Henry Hugh Askew, cornet in H.M. 7th Dragoon Guards, eldest son of (2).

Release by (1) of all claims for jointure under the settlement of February 1832 [ no.8b(i) above ] from certain scheduled lands and monies.

Schedules:

1. [as no.27, sch.5]
2. [as no.27, sch.4]

Signed and sealed: (1), (2).

Parchment 1m.

28b 28 January 1869

Enclosed:

Certificate of the Commissioners for the County of Surrey for taking acknowledgements of deeds by married women, of the acknowledgement by Lucy, wife of Henry William Askew, of an indenture marked "A" [no.28a above].

29 25 June 1869

Release by deed poll by Henry William Askew of Conishead Priory, Lancs, late of Hampton Lodge, Farnham, Surrey, in pursuance of a covenant in the agreement of 31 December 1868 [ no.27 above ], of the whole Redheugh Estate from his power of jointuring any second or subsequent wife to the extent of £400 p.a. as empowered under the settlement of February 1832 [ no.8b(i) above ].

Signed and sealed: H.W. Askew.

Parchment 2ff.

30 14 September 1869

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry William Askew [as in no.13].

(3) Henry Hugh Askew of Venn House, (?) Uxborough, Devon, eldest son of (2).

(4) George Davidson [as in no.23].

(5) John Smith of Newcastle upon Tyne, licensed victualler.

Conveyance by (1a) and (1b), trustees, at the request of (4) and at the direction of (2) and (3) and in pursuance of articles of agreement dated 16 December 1867 and of a contract between (4) and (5), to (5), of a parcel of the Redheugh Estate (443 sq.yds.) bounded by Askew Road to the north, by Derwentwater Road, formerly the Gateshead and Hexham turnpike road, to the south, by the projected Johnson Street to the east and reaching a point at the junction of Askew Road and Derwentwater Road to the west, reserving all mines [as in no.16].

Covenants include:

(5) to pay 1s. p.a. for tithe rent-charge, to contribute to the construction of the projection public road Johnson Street as marked on the marginal plan F-H, and of Askew Road.

Consideration: £71. 8s. 0d.

Signed sealed: (1a), (1b), (2), (3), (4), (5).

Parchment 3mm.

31 4 November 1869

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry William Askew [as in no.13].
- (3) Henry Hugh Askew [as in no.30].
- (4) George Davidson [as in no.23].

Conveyance by (1a) and (1b) , trustees, at the direction of (2) and (3) and in pursuance of articles of agreement dated 16 December 1867, to (4) of parcels of the Redheugh Estate (2a 3p, 1a 34p, 2a 3r 2p, 4a 22p and 1a 8p respectively) bounded partly by the Tanfield Branch of the North Eastern Railway and partly by the projected Team Street to the north, partly by the Gateshead and Hexham turnpike road, now to be called Derwentwater Road and partly by the projected Tyne Road to the north, partly by Team Road (*sic*) and partly by the projected Upton Street to the east and by the projected Johnson Street to the west, reserving all mines [as in no.16].

Covenants include:

(4) to pay £3. 19s. 2d. p.a. for tithe rent-charge, to construct public roads adjoining the land, parts of Team Street, Tyne Road, Northumberland Street, Upton Street and Johnson Street, to alter the existing turnpike road down to the line j-i on the endorsed plan to contribute to the construction of Askew Road.

Consideration: £2,912. 11s. 8d.

Signed and sealed: (1a), (1b), (2), (3), (4).

Parchment 4mm.



## 32 20 December 1869

- (1) Henry William Askew [as in no.13].
- (2) Henry Hugh Askew of Edington House, Edington, near Bridgwater, Somerset, esq., eldest son of (1).
- (3a) Thomas Johnston [as in no.27].
- (3b) Edward Tyrell Lewis [as in no.27].
- (4) Richard Cail [as in no.21].
- (5a) Richard Cail [the same].
- (5b) Septimus Anthony Cail [as in no.21].
- (5c) William Swanston [as in no.21].
- (5d) Thomas Whitmore Hughes [as in no.21].
- (5e) James Mundell Paterson [as in no.21].
- (5f) Gibson Kyle [as in no.21].
- (5g) William Hardy Parker [as in no.21].
- (5h) Joseph Hodgson [as in no.21].

Conveyance by (3a) and (3b), trustees, with (1), (2) and (4), in pursuance of a contract between (3a) and (3b) and (4) releasing (5a-h) from covenants for constructing Water Street and Cross Street as in a conveyance of 19 July 1867 [ no.21 above ], of two parcels of the Redheugh Estate (2a 2r 31p and 1r 32p respectively), adjoining the parcels conveyed in 1867, reserving all mines [as in no.16].

Covenants include:

(5a-h) to pay £1. 5s. 0d. for tithe rent-charge, to construct public roads as marked on the endorsed plan A-B-C and C-K, parts of Cail Street, and K-L, and to contribute £110. 19s. 8d. to (3a) and (3b) upon completion of Team Street and the bridge over the Tanfield Branch Railway, for construction costs.

Consideration: £1,109. 19s. 4d.

Signed sealed: (1), (2), (3a), (3b), (4), (5b), (5c), (5d), (5e), (5f), (5g), (5h).

Parchment 5mm.

## 33 31 December 1869

Award by Job Bintley of Kendal, Wmld, civil engineer, and Francis Mercer of Newcastle upon Tyne, Nbd, surveyor, arbitrators appointed under the agreement of 31 December 1868 [ no. 27 above ], showing the division of the landed estate into portions A, blue on the annexed plan, and B, pink on the annexed plan, in the proportions 43:57, allocated to Henry William Askew and Henry Hugh Askew respectively, with detailed provisions for the construction of Askew Road and the projected Bank Street, Cuthbert Street, Bintley Street and Duke Street.

Signed and sealed: (1a), (1b).

Parchment 2mm.

## 34

Duplicate of no.33

## 35 3 February 1870

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry Hugh Askew [as in no.32].
- (3) Henry William Askew [as in no.25]
- (4) Lucy Askew, wife of (3).
- (5) Ewart Simon Mounsey [as in no.25].

Release and quit-claim by (1a), (1b), and (2) and by (3) and (4), to (5) of all the lands marked A and coloured blue on the annexed plan, together with all mines, mining rights and minerals, being the portion of the estate allotted to (3) by arbitration, 31 December 1869 [ no. 33 above ], subject to a charge of £172 p.a. after the death of (3), being a proportion of (4)'s jointure, to hold to uses to be limited by (3).

Signed and sealed: (1a), (1b), (2), (3), (4), (5).

Parchment 5mm.

36

Duplicate of no. 35.

## 37 3 February 1870

- (1) Henry Hugh Askew [as in no.32].
- (2) Henry William Askew [as in no.13].
- (3) Lucy Askew, wife of (2).
- (4a) Thomas Johnston [as in no.27].
- (4b) Edward Tyrell Lewis [as in no.27].

Settlement of the remaining portions of the Redheugh Estate, as divided by the agreement of 31 December 1868 [ no. 27 above ] and the arbitration of 31 December 1869 [ no. 33 above ].

Agreement that (4a) and (4b) shall stand seised of the stocks, shares and monies forming the residue of portion D in the 1868 agreement, upon trusts (i) to convert them to cash at the request of (1);

(ii) to purchase further stocks or securities with the monies not already so invested;

(iii) to pay £228 p.a. from the dividends to (3) if she shall survive (2), the residue going to (1) for life;

(iv) to hold these stocks, shares and monies in trust for the children of (1) or in default thereof for the children of (2).

Conveyance by (1), (2) and (3) to (4a) and (4b) of all the lands marked B and coloured pink and marked C and coloured yellow on the annexed plan, together with all mines, mining rights and minerals, being the portion of the estate allotted by (1) by arbitration, 31 December 1869 [no.33 above], upon trust to sell any of it at the request of (1).

Provision for (4a) and (4b), as trustees, at the request of (1), to lease the unsold portions for terms not exceeding 21 years or for longer in the case of building leases.

Provision for replacing the trustees.

Signed and sealed: (1), (2), (3), (4a), (4b).

Parchment 16mm.

38

Duplicate of no.37.

## 39 14 February 1870

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry William Askew [as in no.25].
- (3) Henry Hugh Askew [as in no.32].
- (4) The Newcastle upon Tyne and Gateshead Gas Company.

Conveyance by (2) and (3) to (4) of two parcels of the Redheugh Estate (2a 14p and 2,285 sq.yds. respectively), which have been released by (1a) and (1b) to (2) and (3) to extinguish any power of charges or portions thereon, reserving all mines [as in no.16] under the former or more than 40ft. under the latter, but empowering (4) to lay gas mains and connections to houses in streets on the lands of (1a), (1b), (2) and (3) in Gateshead. Covenants include:

(4) to pay £1. 0s. 6d. p.a. for tithe rent-charge, to construct public roads as marked on the endorsed plan A-B [part of Vine Street], B-C [part of projected Tyne Road] and E-F, and to build a road bridge over the Tanfield Branch Railway connecting with Duke Street and Team Street as marked and a second road bridge over the projected tramway connecting Team Street with the projected street E-F;

(2) and (3) to contribute to the construction of a public road, Duke Street, marked C-D. Signed and sealed: (1a), (1b), (2), (3), (4).

Consideration: £854. 15s. 0d.

Parchment 4mm.

## 40 3 August 1870

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry William Askew [as in no.13].
- (3) Henry Hugh Askew [as in no.32].
- (4a) Francis Wardlaw of Redheugh Farm, Gateshead, Co. Durham
- (4b) Joseph Wardlaw of the same
- 4 being co-partners as cartowners, contractors and farmers, trading as "Francis Wardlaw and son".

Conveyance by (1a) and (1b), trustees, at the direction of (2) and (3), to (4a) and (4b) of a parcel of the Redheugh Estate (1,547 sq.yds.), bounded by the former turnpike road between Gateshead and Hexham, now called Derwentwater Road to the south, by other parts of the Redheugh Estate to the west and by the projected Cuthbert street to the north and north-east together with the dwelling-house and farm buildings now occupied by (4a) and (4b), reserving all mines [as in no.16].

Covenants include:

(4a) and (4b) to pay 3s. p.a. for tithe rent-charge and to construct a public road as marked A-B on the marginal plan, part of Cuthbert Street.

Consideration: £500 paid to (1a) and (1b).

5s. each paid to (2) and (3).

Signed and sealed: (1a), (1b), (2), (3), (4a), (4b).

Parchment 4mm.

## 41a 18 July 1876

Receipt from the Inland Revenue for £469. 19s. 2d. succession duty on property in expectancy, paid by Henry Hugh Askew of Bracknell, Berks, esq., expectant upon the death of Henry William Askew of Pylewell Park, Hants, esq., the property being freehold land at Gateshead.

Paper 2ff.

## 41b

Detailed list of purchasers of portions of the Redheugh Estate, Gateshead.

Paper 2ff.

## 41c

Wrapper for the above items.

Parchment 1m.

## 42 3 May 1895

(1) Rev. Edmund Adam Askew of Greystoke rectory, near Penrith, Cbd.

(2) Henry Hugh Askew of Sherfield Hill, Basingstoke, Hants, esq.

(3) Edward Tyrell Lewis of 2 Albany Court Yard, Piccadilly, London, solicitor.

Appointment of (1), as executor of the late Henry William Askew and as empowered by the terms of the settlement of 3 February 1870 [ no. 37 above ], of (4) as a trustee of the settlements of 3 February and 3 August 1870 [ no. 40 above ], in place of Thomas Johnston, who died 25 February 1895.

Schedules:

1. Portions of the Redheugh Estate remaining unsold

2. Investments by the trustees in consols, stocks, shares and property

Signed and sealed: (1), (2), (3), (4).

Parchment 4ff.

## 43 28 May 1914

(1a) Mary Penelope Askew of Greystoke rectory, Cbd., widow.

(1b) Rev. James Clough of Hurst Green vicarage, Blackburn, Lancs.

1 being legal representatives of the late Henry William Askew

(2a) Edith Léonie Hill, wife of Col. Felix Frederick Hill, now stationed in Dublin.

(2b) Edward Tyrell Lewis [as in no.42].

(3) Edward Tyrell Lewis [the same].

(4a) Edward Tyrell Lewis [the same].

(4b) John Augustus Tulk of 5 Raymond Buildings, Gray's Inn, London, solicitor.

Appointment by (1a) and (1b) , as legal representatives of the late Henry William Askew and as empowered by the terms of the settlement of 3 February 1870 [ no. 37 above ], of (4b) as a trustee of the settlements fo 3 February and 3 August 1870 [ no. 40 above ], in place of Edmund George Harrison, who died 6 February 1914.

Schedule: portions of the Redheugh Estate remaining unsold.

Signed and sealed: (1a), (1b), (2a), (2b), (4a), (4b).

Parchment 4ff.

44 15 November 1918

(1) Edith Léonie Hill, wife of Gen. Felix Frederick Hill D.S.O., of the Army and Navy Club, Pall Mall, London.

(2) John Augustus Tulk of 5 Raymond Buildings, Gray's Inn, London, solicitor, at present serving as a lieutenant in H.M. Army.

(3a) John Augustus Tulk [the same].

(3b) Gen. Felix Frederick Hill.

Appointment by (1) as the surviving executor of the late Henry William Askew and as empowered by the terms of the settlement of 3 February 1870 [ no. 37 above ], of (3b) as a trustee of the settlements of 3 February and 3 August 1870 [ no. 40 above ], in place of Edward Tyrell Lewis, who died 15 April 1915.

Schedule: portions of the Redheugh Estate remaining unsold.

Signed and sealed: (1), (2) by attorney, (3b).

Parchment 2ff.

## G. Conveyances of Land by Henry William Askew, 1871-88

45 11 February 1871

(1) Henry William Askew [as in no.13].

(2) Lucy Askew, wife of (1).

(3) Richard Swaby of 12 Park Road, Newcastle upon Tyne, varnish manufacturer.

Conveyance by (1) with (2) to (3) of a parcel of the Redheugh Estate (7,638 sq.yds.) adjoining Tyne Road and the projected Pine Street, reserving all mines [as in no.16], freed from claims for (2)'s jointure but to pay 12s. 7½d. p.a. for tithe rent-charge.

Covenants include: (3) to construct public roads as marked on the endorsed plan a-b [later Pine Street], a-e [later Rose Street] and b-f, to pull down the cottage now standing thereon and to erect no buildings other than those required for his business without written permission.

Consideration: £687. 8s. 3d.

Signed and sealed: (1), (2), (3).

Parchment 2mm.

46 11 February 1871

(1a) Henry William Askew [as in no.13].

(1b) Lucy Askew, wife of (1a).

(2) Robert Douglas of Low Elswick Gas Works, Newcastle upon Tyne, gent.

Conveyance by (1a) with (1b) to (2) of a parcel of the Redheugh Estate (2a 1r 36p), including Redheugh House and its farm buildings, reserving all mines [as in no.16], freed from claims for (1b)'s jointure but to pay £1 p.a. for tithe rent-charge.

Covenants include: (2) to construct public roads as marked on the marginal plan a-b and c-d [part of Rose Street], not to demolish the farm buildings and to allow (1a) and his employees access to them until Rose Street is to be built.

Consideration: £2,000.

Signed and sealed: (1a), (1b), (2).

Parchment 2mm.

47 13 July 1872

(1a) Henry William Askew [as in no.13].

(1b) Lucy Askew, wife of (1a).

(2) Robert Douglas [as in no.46].

Conveyance by (1a) with (1b) to (2) of a parcel of the Redheugh Estate (1a 1r 18p), reserving all mines [as in no.16], freed from claims for (1b)'s jointure.

Covenants include: (2) to pay 12s. p.a. for tithe rent-charge, to construct a public road as marked on the marginal plan C-F and upon completion thereof to demolish the farm buildings to the south.

Consideration: £825.

Signed and sealed: (1a), (1b), (2).

Parchment 2mm.

## 48 11 January 1873

(1) Henry William Askew of Pylewell Park, Lymington, Hants, esq.

(2) Lucy Askew, wife of (1).

(3) John Dall Henderson of Gateshead, Co. Durham, timber merchant.

Conveyance by (1) with (2) to (3) of a parcel of the Redheugh Estate (2a 1r 36  $\frac{3}{4}$ p) [to the north of Tyne Road East at the junction of Rose Street and Cuthbert Street], (formerly part of St Helen's Close), reserving all mines [as in no.16] and subject to the life tenancy of Mrs Cooper of a cottage.

Covenants include: (3) to construct public roads as marked on the endorsed plan A-B and C-D.

Consideration: £3,000.

Signed and sealed: (1), (2), (3).

Parchment 2mm.

## 49 2 January 1873

(1) Henry William Askew [as in no.13].

(2) Lucy Askew, wife of (1).

(3a) John Perry Downing of George Road, Newcastle upon Tyne, steel manufacturer.

(3b) Thomas Robinson of the Cloth Market, Newcastle upon Tyne, merchant.

Conveyance by (1) with (2) to (3a) and (3b) of a parcel of the Redheugh Estate (4,412 sq. yds.) between Roase Street and a back street to be called Tyne Street or [Tyne] Road, reserving all mines [as in no.16], freed from claims for (2)'s jointure but to pay 7s. 3d. p.a. for tithe rent-charge.

Covenants include: (3a) and (3b) to construct public roads as marked on the marginal plan A-B [back road, to be called Tyne Street] and C-D [Rose Street].

Consideration: £738.

Signed and sealed: (1), (2), (3a), (3b).

Parchment 2mm.

## 50 22 January 1873

(1) Henry William Askew [as in no.13].

(2) North Eastern Railway Company.

Conveyance by deed poll by (1) to (2) of a parcel of land (1,376 sq. yds.), staked out for the Team Valley Extension Railway, bounded by land belonging to (2) to the south east and north east and by Redheugh Road North to the south west, reserving all mines [as in no. 16].

Covenants include: (2) to pay 3s 6d. p.a. for tithe rent-charge.

Consideration: £688.

Sealed: (2).

Parchment 1m.

## 51 22 January 1873

(1a) Henry William Askew [as in no.13].

(1b) Lucy Askew, wife of (1a).

(2) The Newcastle upon Tyne and Gateshead Gas Co.

Conveyance by (1a) with (1b) to (2) of a parcel of the Redheugh Estate (526 sq. yds.) [east of Redheugh Road North and south of the Team Valley Railway], reserving all mines [as in no.16], subject to a rent-charge of £228, a proportion of (1b)'s jointure, and to pay 1s. 6d. p.a. for tithe rent-charge.

Covenants include: (2) to construct sewers and drains under the roads adjoining the land.

Consideration: £263.

Signed and sealed: (1a), (1b), (2).

Parchment 2mm.

## 52 10 June 1873

(1) Henry William Askew [as in no.13].

(2) Lucy Askew, wife of (1).

(3) Martin Cranston of Gateshead, Co. Durham, licensed victualler.

Conveyance by (1) with (2) to (3) of a parcel of the Redheugh Estate (1975 and five-ninths sq.yds.), bounded by Redheugh Road North to the east, by a back road to the west, by the Team Valley Railway to the north and by Askew Road to the south, reserving all mines [as in no.16].

Covenants include: (2) to pay 5s. p.a. for tithe rent-charge, to construct the eastern half of the public road marked on the marginal plan A-B, (no letters visible on plan), and to flag the footpath along Askew Road and Redheugh Road North adjoining the land.

Consideration: £790. 4s. 0d.

Signed and sealed: (1), (2), (3).

Parchment 2mm.

## 53 4 July 1874

(1) Henry William Askew, the mortgagee [as in no.13].

(2) Robert Douglas of Waltham Cross, Herts, esq., the mortgagor.

(3a) William Henry Renwick of Newcastle upon Tyne.

(3b) Thomas Nicholson of the same.

3 being iron merchants.

Conveyance by (2) at the request of (1) to (3a) and (3b) of lands formerly assigned by (2) to (1) under two separate indentures of mortgage, 12 February 1871 and 14 July 1872, for £1,800 and £740 respectively, the lands being parcels of the Redheugh Estate (2a 1r 36p, including Redheugh House and part of the farm buildings, and 1a 1r 18p, respectively), reserving all mines [as in no.16], subject to a payment of £1. 12s. 0d. for tithe rent-charge and to all covenants concerning roads contained in conveyances by (1) to (2) 11 February 1871 [no. 46 above] and 13 July 1872 [no.47 above].

Consideration: £2,540 paid by (3a) and (3b) to (1), being the total of the unpaid principal sums.

£1,010 paid by (3a) and (3b) to (2).

Signed and sealed: (2), (3a), (3b).

Parchment 1m.



## 54 12 November 1874

- (1) Henry William Askew [as in no.13].
- (2) Lucy Askew, wife of (1).
- (3a) John Perry Downing [as in no.49].
- (3b) Thomas Robinson [as in no.49, but "wine merchant"].

Conveyance by (1) with (2) to (3a) and (3b) of a parcel of the Redheugh Estate (2a 1r 3p) situated on Rose Street and a back road to be called Tyne Street or [Tyne] Road, reserving all mines [as in no.16], freed from claims for (2)'s jointure, but to pay 18s. 7d. p.a. for tithe rent charge.

Covenants include: (3a) and (3b) to construct public roads as marked on the marginal plan A-B [part of Rose Street], A-C, C-D and D-E and to erect no buildings without written permission other than a steel and iron manufactory behind Rose Street.

Consideration: £1,260.

Signed and sealed: (1), (2), (3a) (3b).

Parchment 2mm.

## 55 10 June 1875

- (1) Henry William Askew [as in no.13]
- (2) Lucy Askew, wife of (1).
- (3) Martin Cranston [as in no.52].

Conveyance by (1) with (2) to (3) of a parcel of the Redheugh Estate (1,790 sq.yds.), bounded by Redheugh Road North to the west, by ground belonging to William Affleck to the east, by land belonging to the Newcastle and Gateshead Gas Co. to the north and by Askew Road to the south, reserving all mines [as in no.16], freed from claims for (2)'s jointure.

Covenants include: (3) to pay 4s. p.a. for tithe rent-charge and to flag the footpaths along Askew Road and Redheugh Road North adjoining the land.

Consideration: £716.

Signed and sealed: (1), (2), (3).

Parchment 2mm.

## 56 31 December 1875

- (1) Henry William Askew [as in no.48].
- (2) Lucy Askew, wife of (1).
- (3a) George Davidson, glass manufacturer.
- (3b) Edward Waugh, builder.
- (3c) Martin Cranston, gent.

3 being all of Gateshead, Co. Durham, trustees for the firm of Davidson and Co.

Conveyance by (1) with (2) to (3a-c) of a parcel of the Redheugh Estate (3,790 sq. yds.) on the projected Askew Road and adjoining the Team Valley Railway to the north west, reserving all mines [as in no.16], freed from claims for (2)'s jointure, but to pay 6s. 3d. p.a. for tithe rent-charge.

Covenants include: (3a-c) to contribute to the construction of public roads as marked on the marginal plan B-A-D [part of Cuthbert Street], D-C, F-G [part of Cuthbert Street], B-E [part of Tyne Road East], a back road adjoining lot 54 and to construct public roads as marked A-C [the projected Northumberland Street] and C-X.

Consideration: £1,421. 5s.

Signed and sealed: (1), (2), (3a), (3b), (3c).

Parchment 2mm.

## 57 31 December 1875

(1) Henry William Askew [as in no.48].

(2) Lucy Askew, wife of (1).

(3a) George Davidson.

(3b) Edward Waugh.

(3c) Martin Cranston.

[as as in no.56]

Conveyance by (1) with (2) to (3a-c) of a parcel of the Redheugh Estate (3,650 sq.yds.) with a frontage of 143ft. on the new Redheugh Road North and situated partly also in the projected Northumberland Street, reserving all mines [as in no.16], freed from claims for (2)'s jointure but to pay 6s. 3d. p.a. for tithe rent-charge.

Covenants include: (3a-c) to contribute to the construction of public roads as marked on the marginal plan [as in no.56 above].

Consideration: £1,095.

Signed and sealed: (1), (2), (3a), (3b), (3c).

Parchment 2mm.

## 58 18 October 1876

(1) Henry William Askew of Holly Lodge, Walton on Thames, Surrey, esq.

(2) Lucy Askew, wife of (1).

(3) John Dall Henderson [as in no.48].

(4) Robert Spence Watson of 101 Pilgrim Street, Newcastle upon Tyne, gent.

Conveyance by (1) with (2) to (4), subsequent to a contract between (1) and (3) as (4)'s agent, of a parcel of the Redheugh Estate near to the Redheugh Bridge, bounded by the Rabbit Banks to the north, by Tyne Road East to the south, by Redheugh Bridge Road to the east and partly by land sold to (3) and by him to Laurence Henry Armour and partly by land sold to John Graham to the west, formerly part of St Helen's Close, reserving all mines [as in no.16], including the rights reserved to the Ecclesiastical Commissioners by a lease of 1 July 1866 [ no. 4 above ], freed from claims for (2)'s jointure, but to pay 3s p.a. for tithe rent-charge.

Covenants include: (3a-c) to contribute to the construction of a public road, Tyne Road East, as marked on the marginal plan A-B.

Consideration: £262. 10s plus £2,311. 16s. 8d.

Signed and sealed: (3), (4).

Parchment 2mm.

59 13 November 1877

(1) Henry William Askew, late of Conishead Priory, Lancs, now of Holly Lodge, Walton on Thames, Surrey, esq.

(2) Lucy Askew, wife of (1).

(3a) John Fleming of Newcastle upon Tyne, gent.

(3b) John Milling of the same place, merchant.

Conveyance by (1) with (2) to (3a) and (3b) of parcels of the Redheugh Estate as marked on the endorsed plan, upon parts of which (3a) and (3b) have sunk pits according to the terms of a lease of 5 October 1874 [ no. 100 below ], subject to all reservations of mines, mining rights and minerals to the Ecclesiastical Commissioners, as in a lease of 1 July 1866 [ no.4 above ] and reserving all the mining rights leased to (3a) and (3b) in 1874, they enjoying the rest of the term then leased;

freed from claims for (2)'s jointure but to pay £10. 10s p.a. for tithe rent-charge.

Covenants include: (3a) and (3b) to contribute to the construction of public roads as marked on the endorsed plan A-H [Vine Street], J-K-L-Nor M [part of Rose Street], C-G [the projected Percy Street], pencil note in margin: "The road from C to G has been abandoned", to construct a public road as marked N or M-E [part of Rose Street], and to carry any tramway or railway from the colliery to any wharf under or over Rose Street or the low road, and any branch line from the colliery to the North Eastern Railway similarly over or under Cuthbert Street.

Consideration: £26,375.

Signed and sealed: (1), (2), (3a), (3b).

Parchment 3mm.

## 60 10 November 1880

(1) Henry William Askew, late of Pylewell Park, Hants, now of Burwood Park, Walton on Thames, Surrey, esq.

(2) Lucy Askew, wife of (1).

(3a) Edward Waugh of Gateshead, Co. Durham, builder.

(3b) Martin Cranston of the same place, gent.

(3c) Robert Cranston of the same place, timber merchant.

(3d) Ralph Alder Oslen of Newcastle upon Tyne, gent.

(4) George Davidson of Teams, Gateshead, glass manufacturer.

Conveyance by (1) with (2) to (4) of two parcels of the Redheugh Estate (8,397 sq. yds. and 30,750 sq.yds. respectively), the former bounded by Redheugh Road South to the east, by Askew Road to the north-west and by Cuthbert Street to the south-west, the latter bounded by land belonging to the Owners of Redheugh Colliery and by land previously conveyed to (4), (3b) and (3a) to the east, by Redheugh Road North to the north-east, by Cuthbert Street to the south-west and by Tyne Road East to the north, these being the remaining parcels of land to be conveyed by (1) under a contract of 5 August 1874, with (4), (3b) and (3a) then trading as "Davidson, Waugh and Co.", a partnership since dissolved, the whole interest being transferred to (4).

Reservation of all mines [as in no.16], including the rights reserved to the Ecclesiastical Commissioners by a lease of 1 July 1866 [ no. 4 above ], freed from claims for (2)'s jointure but to pay £3. 7s. 6d. p.a. for tithe rent-charge.

Covenants include: (4) to contribute to the construction of public roads as marked on the marginal plan E-B [part of Tyne Road East], B-D [part of Cuthbert Street], F-G [part of Cuthbert Strteet] and D-X.

Consideration: £10, 943. 16s. 6d. paid by (4) to (1).

5s. each paid by (4) to (3a-d).

Signed and sealed: (1), (2), (3a), (3b), (3c), (3d), (4).

Parchment 4mm.

## 61 7 May 1888

(1) Henry William Askew of Burwood Park, Walton on Thames, Surrey, esq.

(2) Laurence Hill Armour of Gateshead, Co. Durham, engineer and surveyor.

Conveyance by (1) to (2) of a parcel of the Redheugh Estate (26p), subject to the reservations of mining rights made in a conveyance by the Ecclesiastical Commissioners, 1 July 1866 [ no.4 above ].

Covenants include: (2) to undertake certain scheduled obligations, viz. to flag the footpaths along Tyne Road East as marked on the endorsed plan A-B and to contribute to the construction of a public road similarly marked A-B.

Consideration £420.

Signed and sealed: (1), (2).

Parchment 4ff.

62 7 May 1888

(1) Henry William Askew [as in no.61].

(2) Laurence Hill Armour [as in no. 61].

Conveyance by (1) to (2) of a parcel of the Redheugh Estate (23½p) [bounded by Duke Street and Pine Street], reserving all mines [as in no.16].

Covenants include: (2) to undertake certain scheduled obligations, viz. to contribute to the flagging of the footpaths as marked on the endorsed plan A-B [part of Duke Street], B-C [junction of Duke Street and Pine Street], C-D [part of Pine Street] and D-A, and to contribute to the construction of public roads similarly marked E-F, F-G, G-H and H-E respectively.

Consideration: £250.

Signed and sealed: (1), (2).

Parchment 2ff.

## H. Conveyances of land by Henry Hugh Askew and the Trustees, 1871-95

62A 14 April 1871

(1) Henry Hugh Askew of Edington House, Somerset, esq.

(2a) Thomas Webb Greene of the Middle Temple, London, esq.

(2b) John Osborne of Lincoln's Inn, Middlesex, QC

(2c) Robert Bayly Follett esq., Court of Chancery taxing master

(2d) Sir Thomas Tilson of South Road, Clapham, Surrey

Mortgage of a life interest in monies to arise from the sale of Redheugh estate, Gateshead, and in a certain seasonal estate of £5524 17s 3d, and of a policy of assurance to secure £1000 and interest.

Covenants include: (5a-o) to pay 4s. p.a. for tithe rent-charge and to contribute to the construction of the projected public road Cuthbert Street as marked on the marginal plan.

Consideration: £907. 10s.

Signed and sealed: (1)

Parchment 5ff.

63 17 June 1871

- (1) Henry Hugh Askew of 4 Westbourne Park Villas, Bayswater, Middx, esq.
- (2a) Thomas Johnston [as in no.27].
- (2b) Edward Tyrell Lewis [as in no. 27].
- (3) William Brown of Claremont House, Gateshead, Co. Durham, iron manufacturer.
- (4) Rev. Thomas Haslam, superintendent circuit minister of the Wesleyan Methodist connection.
- (5a) William Brown [as (3) above].
- (5b) William Muschamp, paper manufacturer.
- (5c) Samuel Southern, iron manufacturer.
- (5d) Adam Hyde, iron manufacturer.
- (5e) John Civil Maudlin, leather merchant.
- (5f) John Southern, agent.
- (5g) James Johnson Brown, agent.
- (5h) William Clark Thomlinson, agent.
- (5i) Thomas Robinson, cement manufacturer.
- (5j) Philip Ivison, grocer.
- (5k) John Gallon, joiner.
- (5l) Edward Smith Hindmarsh, tea merchant.
- (5m) Henry Ayling, agent.
- (5n) Thomas Metcalf, agent.
- (all of Gateshead)
- (5o) Thomas Nicholson of Whitley [?Bay], Nbd, merchant.

5 being Trustees of Bensham Wesleyan Methodist Chapel

Conveyance by (2a) and (2b), trustees, at the request of (1) and subsequent to a contract between (1) and (4), to (5a-o) of a parcel of the Redheugh Estate (2420 sq.yds.), bounded by the turnpike road from Gateshead to Hexham to the south, by the projected Cuthbert Street to the west and by other parts of the Redheugh Estate to the east and north, reserving all mines [as in no.16], to hold to uses as limited in the Model Deed for Wesleyan Methodist chapels, 3 July 1832.

Covenants include: (5a-o) to pay 4s. p.a. for tithe rent-charge and to contribute to the construction of the projected public road Cuthbert Street as marked on the marginal plan.

Consideration: £907. 10s.

Signed and sealed: (1), (2a), (2b), (3), (4), (5b), (5c), (5d), (5e), (5f), (5g), (5h), (5i), (5j), (5k), (5l), (5m), (5n), (5o).

Parchment 2mm.

## 64 28 December 1871

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry Hugh Askew of Shalden Lodge, Alton, Hants, esq., eldest son of Henry William Askew of Conishead Priory, Lancs, at one time residing at Hampton Lodge, Farnham, Surrey.

(3) The Newcastle upon Tyne and Gateshead Gas Co.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (2a 3r 38p), reserving all mines [as in no.16].

Covenants include: (3) to pay £1. 4s. p.a. for tithe rent-charge, to contribute to the construction of public roads as marked on the endorsed plan D-G [Team Street] and G-H, part of Mire Street;

(2) to pay succession duty at the deaths of Henry William Askew and Lucy Askew.

Consideration: £1,300.

Signed and sealed: (1a), (1b), (2), (3).

Parchment 2mm.

## 65 1 November 1872

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry Hugh Askew of Shaldon Lodge, Alton, Hants, esq.

(3) Walter Scott of Newcastle upon Tyne, contractor.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (21,770 sq.yds.), reserving all mines [as in no.16].

Covenants include: (3) to pay £2. 10s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan C-D and D-E [parts of Team Street], and A-B and B-C [parts of Cail Street].

Consideration: £2,080.

Signed and sealed: (1a), (1b), (2), (3).

Parchment 2mm.

## 66 7 December 1872

(Copy) letter from Messrs. Mercer and Rigg, 28 Clayton Street West, Newcastle upon Tyne, to E[dward] T[yrell] Lewis, recommending a settlement of £200 as beneficial to the estate of [Henry Hugh] Askew, in the matter of a purchase from Dixon [Corbitt and Co.].

Paper 1f.



## 67 28 March 1873

(1) George Dixon of Teams, near Gateshead, Co. Durham.

(2a) John Corbitt of the same place.

(2b) William Spencer of the same place.

both trading with (1) as rope and twine manufacturers, "Dixon, Corbitt and Co."

(3a) Thomas Johnston [as in no.27].

(3b) Edward Tyrell Lewis [as in no.27].

Conveyance by (1), (2a) and (2b) to (3a) and (3b) of land previously conveyed to (1), (2a) and (2b), being a parcel of the Redheugh Estate (1r 5p) at Bensham, bounded by the Redheugh Estate to the north and by the turnpike road from Gateshead to Whickham and Hexham to the east and west, freed from the terms earlier covenanted, but enabling (3a) and (3b) to build dwelling-houses thereon.

Consideration: £200.

Signed and sealed: (1), (2a), (2b).

Parchment 1m.

## 68 5 January 1874

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry Hugh Askew of Wargrave, Henley on Thames, Oxon, esq.

(3a) Thomas Herdman

(3b) Joseph France of Newcastle upon Tyne, timber merchants.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3a) and (3b) of two parcels of the Redheugh Estate (13,475 sq.yds. in total), the former bounded by Askew Road to the north, by the second parcel to the south, by the projected Pine Street to the east and by the projected Upton Street to the west, the second bounded by the first parcel to the north, by Derwentwater Road to the south, by the projected Pine Street to the east and by the projected Upton Street to the west, this being the land previously conveyed to (1a) and (1b), 28 March 1873 [ no.67 above ], reserving all mines [as in no.16].

Covenants include: (3a) and (3b) to pay £1. 2s. 3d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan C-D [part of Pine Street] and A-B [part of Upton Street].

Consideration: £2,189. 13s.

Signed and sealed: (1b), (2), (3a), (3b).

Parchment 3mm.

69 4 July 1874

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry Hugh Askew [as in no.68].

(3) Thomas Edward Wilson of 35 Beverley Terrace, Cullercoats, Nbd, cement manufacturer.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of two parcels of the Redheugh Estate (43,116 sq.yds. in total), bounded by Tyne Road to the north, by Askew Road to the south, by the projected Upton Street to the west and by the projected Pine Street to the east, the two parcels being separated by the projected Northumberland Street, reserving all mines [as in no.16].

Covenants include: (3) to pay £3. 11s. 3d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan E-G, part of Pine Street, B-G, part of Northumberland Street, A-C, part of Upton Street, C-D, part of Tyne Road, and D-E, Duke Street.

Consideration: £5,823. 10s.

Signed and sealed: (1a), (1b), (2), (3).

Parchment 2mm.

70a 15 January 1875

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry Hugh Askew of Worthing, Sussex, esq.

(3) Rev. John Wilkinson of Gateshead, Co. Durham.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (1,722  $\frac{1}{8}$  sq.yds.), bounded by Askew Road to the south, by the projected Pine Street to the west, and by other parts of the Redheugh Estate to the north and east, reserving all mines [as in no.16] and subject to easements for the Gateshead Board of Health as laid down in an agreement, 5 March 1873.

Covenants include: (2) to pay succession duties arising upon the deaths of his parents Henry William Askew and Lucy Askew;

(3) to pay 2s. 6d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-B, part of Pine Street, and of Askew Road.

Consideration: £258. 10s.

Signed and sealed: (3).

Parchment 2mm.

70b 5 January 1875

Enclosed with the above document:

Letter from George Waites to E[dward] T[yrell] Lewis concerning the above conveyance.

Paper 2ff.

## 71 25 June 1875

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry Hugh Askew [as in no.68].
- (3) Charles Cowper of Newcastle upon Tyne, banker's clerk.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of two parcels of the Redheugh Estate (9,806 sq.yds. and 8,112 sq.yds. respectively), the former bounded by Askew Road to the north, by the projected Vine Street to the east, by Derwentwater Road to the south and by another part of the Redheugh Estate to the west, the latter bounded by Askew Road to the north, by the projected Vine Street to the west, by Derwentwater Road to the south and by the projected Cowper Street to the east, reserving all mines [as in no.16].

Covenants include: (3) to pay £1. 8s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan A-B [?later Grainger Street or Charlton Street], C-D [part of Vine Street, later Cowper Street] and E-F [?later Prest Street], and of Askew Road.

Consideration: £3,135.13s.

Signed and sealed : (3).

Parchment 2mm.

## 72 9 August 1875

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry Hugh Askew [as in no.70a].
- (3) Christopher Crozier of Redheugh Road, Gateshead, Co. Durham.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate 92,220 sq.yds.), bounded by Redheugh Road to the north, by Bank Street to the east, by land under contract for sale to Walter Scott to the west and by a projected back street to the south, reserving all mines [as in no.16].

Covenants include: (3) to pay 4s p.a. as a proportion of the tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-B, part of Bank Street, and B-C, the projected back street.

Consideration: £923. 16s.

Signed and sealed: (3).

Parchment 2mm.

## 73 26 August 1875

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry Hugh Askew [as in no.68].
- (3a) Thomas Herdman
- (3b) Joseph France
- [both as in no.68].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (8,474 sq.yds.), bounded by Askew Road to the north, by Derwentwater Road to the south, by the projected [blank] Street to the east and by Pine Street to the west, reserving all mines [as in no.16].

Covenants include: (3a) and (3b) to pay 14s. 4d. p.a. for tithe rent-charge, to contribute to the construction of public roads as marked on the marginal plan C-D [? part of Pine Street], according to covenants in a conveyance of 5 January 1874 [ no. 68 above ], and E-F [?later Grainger Street or Charlton Street], and of Askew Road, and to surrender to Gateshead Corporation the piece of land marked in yellow, for the purpose of straightening Derwentwater Road.

Consideration: £1,377. 0s. 6d.

Signed and sealed: (3a), (3b).

Parchment 2mm.

## 74 1 November 1875

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry Hugh Askew [as in no.68].
- (3) John Bradshaw of Gateshead, Co. Durham, builder.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (1,212 sq.yds.), bounded by Derwentwater Road to the south, by other land belonging to (1a) and (1b) to the west, by a projected back street to the north and north-west, by Redheugh Road to the east and by the projected Tyrell Street to the north-east, reserving all mines [as in no.16].

Covenants include: (3) to pay 2s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-B, B-C [parts of the projected back street] and A-F, part of Tyrell Street.

Consideration: £550.

Signed and sealed: (3).

Parchment 2mm.

## 75 2 December 1875

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry Hugh Askew [as in no.70a].

(3) Walter Scott [as in no.65].

(4) John Pattinson of Gloucester Road, Newcastle upon Tyne, builder.

Conveyance by (1a) and (1b), trustees, at the direction of (2) and (3) and subsequent to a contract between (3) and (4), to (4) of a parcel of the Redheugh Estate (1,368  $\frac{2}{3}$  sq.yds.), bounded by Redheugh Road to the north, by land under contract for sale to Joseph Lee to the east, by land under contract for sale to (3) to the west and by a projected back street to the south, reserving all mines [as in no.16].

Covenants include: (4) to pay 2s. 3d. p.a. for tithe rent-charge and to contribute to the construction of the projected back street as marked on the marginal plan A-B.

Consideration: £718. 9s.

Signed and sealed: (3), (4).

Parchment 2mm.

## 76 2 March 1876

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.27].

(2) Henry Hugh Askew of Bracknell, Berks, esq.

(3) Christopher Crosier of Redheugh Road, Gateshead, Co. Durham, builder.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (2,229 sq.yds.), bounded by Redheugh Road South to the north, by land belonging to (3) to the east, by Cuthbert Street to the west and by a projected back street to the south, reserving all mines [as in no.16].

Covenants include: (4) to pay 4s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan, parts of Cuthbert Street and the projected back street.

Consideration: £888.

Signed and sealed: (3).

Parchment 2mm.

## 77 4 May 1876

- (1a) Thomas Johnston [as in no.16].
- (1b) Edward Tyrell Lewis [as in no.16].
- (2) Henry Hugh Askew [as in no.76].
- (3) William Brewis Elsdon of Newcastle upon Tyne, gent.
- (4a) John Dransfield of Newcastle upon Tyne, clothier.
- (4b) John Cato of the same place, house decorator.
- (4c) George Short of the same place, builder.
- (4d) James Thompson of the same place, gent.

Conveyance by (1a) and (1b), trustees, at the direction of (2) and (3), and subsequent to a contract between (2) and (3) as agent of (4a-d), to (4a-d) of a parcel of the Redheugh Estate (20552 sq.yds.), bounded partly by land owned by John Bradshaw and partly by a projected back street to the south, partly by a back lane and partly by Redheugh Road to the east, by the Team Valley Railway to the west and by the projected Cuthbert Street to the north, reserving all mines [as in no.16].

Covenants include: (4a-d) to pay £1. 14s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-B, B-C, C-D [parts of the projected back strteet] and E-F [part of Cuthbert Street].

Consideration: £5,823.

Signed and sealed: (3), (4a), (4b), (4c), (4d).

Parchment 2mm.

## 78 5 May 1876

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.27].
- (2) Henry Hugh Askew [as in no.76].
- (3) John Walton Robinson of Gateshead, Co. Durham, cheese and bacon factor.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (27,637 sq.yds.), bounded by Askew Road to the north, partly by the North Eastern Railway and partly by Derwentwater Road to the south and south-east and by land under contract for sale to Charles Cowper to the west, reserving all mines [as in no.16].

Covenants include: (3) to pay 2s. 6d. p.a. for tithe rent-charge, to flag the footpath along Askew Road adjoining the land and to contribute to the construction of a back street as marked on the marginal plan.

Consideration: £6,353. 0s. 4d.

Signed and sealed: (3).

Parchment 2mm.

## 79 7 September 1876

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis of 1 and 2 Albany Court Yard, Piccadilly, Middx, gent.

(2) Henry Hugh Askew of Holly Cross, Wargrave, Henley on Thames, Berks, esq.

(3) Thomas Caulfield of 20 Grainger Street West, Newcastle upon Tyne, builder.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (546 and eight-ninths sq.yds.), bounded by land under contract for sale to William Galloway to the north and east, by the Wesleyan chapel to the west and by the turnpike road from Hexham to Gateshead to the south, reserving all mines [as in no.16].

Covenants include: (3) to pay 1s. p.a. for tithe rent-charge and to contribute to the construction of back streets as marked on the endorsed plan A-B and C-D.

Consideration: £273. 8s. 10d.

Signed and sealed: (3).

Parchment 2mm.

## 80 3 October 1876

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.79].

(2) Henry Hugh Askew of Wargrave, Henley on Thames, Berks., esq.

(3) Thomas Caulfield of 20 Grainger Street West, Newcastle upon Tyne, musical instrument manufacturer.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (1,658  $\frac{1}{3}$  sq.yds.), bounded by land under contract for sale to Walter Scott to the north, by Derwentwater Road to the south, by Marian Street to the west and by a projected back street to the east, reserving all mines [as in no.16].

Covenants include: (3) to pay 2s. 9d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan A-B, part of Marian Street, and C-D, the projected back street.

Consideration: £806. 5s.

Signed and sealed: (3).

Parchment 2mm.

## 81 26 October 1876

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.79].

(2) Henry Hugh Askew [as in no.79].

(3) Thomas Caulfield [as in no.80].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (2,026 and eightninths sq.yds.), bounded by Cuthbert Street to the north, by Derwentwater Road to the south, by School Street to the west and by a projected back street to the east, reserving all mines [as in no.16].

Covenants include: (3) to pay 3s. 6d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan A-B, part of School Street, B-C, part of Cuthbert Street, and C-D, the projected back street.

Consideration: £987. 2s.

Signed and sealed: (3).

Parchment 2mm.

## 82 30 December 1876

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.79].

(2) Henry Hugh Askew [as in no.79].

(3) William Galloway of Gateshead, Co. Durham, nail manufacturer.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (14,953 and one-ninth sq.yds.), bounded by School Street to the north, partly by Derwentwater Road and partly by land belonging to Thomas Caulfield to the south, by Bank Street to the east and partly by Cuthbert Street and partly by Bensham Methodist chapel to the west, reserving all mines [as in no.16].

Covenants include: (3) to pay £1. 5s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan C-E, part of Bank Street, A-B [part of Cuthbert Street] and B-C [part of School Street].

Consideration: £3,925. 3s. 10d.

Signed and sealed: (3).

Parchment 2mm.

## 83 20 April 1877

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.79].

(2) Henry Hugh Askew [as in no.79].

(3) Walter Scott [as in no.65].

(4) Joseph Lee of Redheugh Road, Gateshead, Co. Durham, builder.

Conveyance by (1a) and (1b) at the direction of (2) and (3), to (4) of a parcel of the Redheugh Estate (1,127 sq.yds.), bounded by Redheugh Road to the north, by Cuthbert Street to the east, by land belonging to John Pattinson to the west and by a projected back street to the south, reserving all mines [as in no.16].

Covenants include: (4) to pay 4s p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan C-D, part of Cuthbert Street, and B-C, the projected back street.

Consideration: £536. 11s.

Signed and sealed: (3), (4).

Parchment 2mm.

## 84 17 October 1877

(1a) Thomas Johnston [as in no.27].

(1b) Edward Tyrell Lewis [as in no.79].

(2) Henry Hugh Askew [as in no.80].

(3) Thomas Caulfield [as in no.80].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (1,517 and one-ninth sq.yds.), bounded by Cuthbert Street to the north, by land belonging to (3) to the south, by Marian Street to the west and by a projected back street to the east, reserving all mines [as in no.16].

Covenants include: (3) to pay 2s. 8d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan B-F, part of Marian Street, E-F, part of Cuthbert Street, and E-D, the projected back street.

Consideration: £737. 13s.

Signed and sealed: (3).

Parchment 2mm.



## 85 30 October 1877

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.68].
- (3) John Bradshaw [as in no.74].
- (4) Laurence Hill Armour of the same place, civil engineer.
- (5a) Joseph Hetherington
- (5b) John McVay Rimington
- both of Newcastle upon Tyne, builders
- (6a) Joseph Hetherington
- (6b) Rowland Lambert
- (6c) Edith Townsend
- all of Newcastle upon Tyne, partners in business as builders.

Conveyance by (1a) and (1b), trustees, at the direction of (2) and subsequent to contracts between (2) and (3), (3) and (4), (4) and (5a) and (5b), and (5a) and (5b) and (6a), (6b) and (6c), to (6a), (6b) and (6c) of a parcel of the Redheugh Estate (985 sq.yds.), bounded by Derwentwater Road to the south, by a back street to the north, by land belonging to John Bradshaw to the east and by the Team Valley Railway to the west, reserving all mines [as in no.16].

Covenants include: (6a), (6b) and (6c) to pay 1s. 8d. for tithe rent-charge and to contribute to the construction of public roads adjoining the land.

Consideration: £726. 5s. paid by (6a), (6b) and (6c) as follows:

£467. 17s. 6d to (1a) and (1b), £233. 5s to (3), £25. 2s. 6d. to (4), and 5s. to (5b).

Signed and sealed: (3), (4), (5a), (5b), (6b), (6c).

Parchment 2mm.

## 86 1 November 1877

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.79].
- (3) Walter Scott of Newcastle upon Tyne, contractor.
- (4) James Frederick Stewart of 43 Newport Road, Middlesbrough, Yorks, professor of music.

Conveyance by (1a) and (1b), trustees, at the direction of (2) and (3) and subsequent to contracts between (2) and (3), and (3) and (4), to (4) of two parcels of the Redheugh Estate (320 sq.yds. respectively), the former bounded by land under contract for sale to (3) to the north, by Derwentwater Road to the south, by a projected back street to the west and by School Street to the east, the latter bounded by a projected back street to the north, by Derwentwater Road to the south, by a proposed back street to the west and by land under contract for sale to (3) to the east, reserving all mines [as in no.16].

Covenants include: (4) to pay 1s. 4d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-G, part of School Street, C-D, E-F and F-G, projected back streets.

Consideration: £446. 10s.

Signed and sealed: (3), (4).

Parchment 2mm.

## 87 8 November 1877

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.80].
- (3) Thomas Caulfield [as in no.80].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (1,368 sq.yds.), bounded by land under contract for sale to Walter Scott to the north, by Cuthbert Street to the south, by a projected back street to the west and by School Street to the east, reserving all mines [as in no.16].

Covenants include: (3) to pay 2s. 6d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-D, part of Cuthbert Street, A-B, part of School Street, and C-D, the projected back street.

Consideration: £636. 8s.

Signed and sealed: (3).

Parchment 2mm.

## 88 8 November 1877

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.80].
- (3) Thomas Caulfield [as in no.80].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (410 sq.yds.), bounded by Bank Street to the north, by land under contract for sale to Walter Scott to the south, by a projected back street to the west and by School Street to the east, reserving all mines [as in no.16].

Covenants include: (3) to pay 1s p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-B, part of School Street, B-C, part of Bank Street, and C-D, the projected back street.

Consideration: £199. 10s.

Signed and sealed: (3).

Parchment 2mm.

## 89 11 January 1878

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.79].
- (3) Thomas Caulfield [as in no.80].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (800 sq.yds.), bounded by land under contract for sale to (3) to the north, by land under contract for sale to Walter Scott to the south, by Marian Street to the west and by a projected back street to the east, reserving all mines [as in no.16].

Covenants include: (3) to pay 1s. 4d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan B-C, part of Marian Street, and D-E, the projected back street.

Consideration: £390.

Signed and sealed: (3).

Parchment 2mm.

90 11 January 1878

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.79].
- (3) Thomas Caulfield [as in no.80].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (840 sq.yds.), bounded by Bank Street to the north, by land under contract for sale to (3) to the south, by Marian Street to the west and by a projected back street to the east, reserving all mines [as in no.16]. Covenants include: (3) to pay 1s. 4d. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-B, part of Marian Street, A-F, part of Bank Street, and F-E, the projected back street.

Consideration: £408.

Signed and sealed: (3).

Parchment 2mm.

91 24 October 1879

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.79].
- (3) Walter Scott [as in no.65].

Conveyance by (1a) and (1b), trustees, at the direction of (2) and subsequent to a contract with (3), in part performance of which certain portions of land have already been conveyed to sub-purchasers for considerations totalling £8,191. 12s. 6d., to (3) of the balance of the lands specified in that contract, marked in red on the endorsed plan, [bounded by Redheugh Road South to the north, partly by Cuthbert Street and partly by School Street to the south, by Derwentwater Road to the west and by Bank Street to the east], reserving all mines [as in no.16].

Covenants include: (3) to pay £2. 10s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan A-C, part of Cuthbert Street, D-E, part of School Street, E-F, part of Bank Street, and G-H, part of Marian Street.

Consideration: £3,081, being the balance on £11,273. 10s. 9d. specified in the earlier contract.

Signed and sealed: (3).

Parchment 2mm.

## 92 12 March 1883

- (1a) Thomas Johnston [as in no.25].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.79].
- (3a) Edward Waugh of Gateshead, Co. Durham, builder.
- (3b) Martin Cranston of the same place, gent.
- (4) George Davidson [as in no.60].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of land conveyed, 25 November 1874, to (4), (3a) and (3b) for a partial consideration of £400, being a parcel of the Redheugh Estate (10,340 sq.yds.), bounded by Askew Road to the north, by School Street, now to be called Lewis Street, to the south, by [blank] Street to the east [?later part of St Cuthbert's Road] and by Bank Street to the west, reserving all mines [as in no.16].

Covenants include: (4) to pay 17s. 1d. for tithe rent-charge and to contribute to the construction of public roads as marked on the marginal plan A-B, part of School Street, B-C, part of Bank Street, and of Askew Road.

Consideration: £3,563. 13s. 4d., being the balance on £3,963. 13s. 4d. specified in the earlier contract; 5s each paid to (3a) and (3b).

Signed and sealed: (3a), (3b), (4).

Parchment 4mm.

## 93 10 October 1885

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.79].
- (3) John Walton Robinson of Gateshead, Co. Durham, provision merchant.

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (31,831 sq.yds.), bounded partly by Askew Road and partly by land belonging to the Ecclesiastical Commissioners for England to the south-east, by Duke Street to the north, partly by Pine Street and partly by land belonging to the Ecclesiastical Commissioners to the south-west and by Vine Street to the north-east, reserving all mines [as in no.16].

Covenants include: (3) to pay £2. 13s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan D-E, part of Vine Street, B-D, part of Northumberland Street, C-D, part of Duke Street, and A-C, part of Pine Street.

Consideration: £5,570. 8s. 6d.

Signed and sealed: (1a), (1b), (2), (3).

Parchment 2mm.

## 94 19 November 1886

- (1a) Thomas Johnston [as in no.27].
- (1b) Edward Tyrell Lewis [as in no.79].
- (2) Henry Hugh Askew [as in no.79].
- (3) William Galloway [as in no.82].

Conveyance by (1a) and (1b), trustees, at the direction of (2), to (3) of a parcel of the Redheugh Estate (26,060 sq.yds.), bounded by School Street to the north, by Derwentwater Road to the south, by land belonging to the Boroughholders and Freemen of Gateshead to the east and by Bank Street to the west, reserving all mines [as in no.16].

Covenants include: (3) to pay £2. 4s. p.a. for tithe rent-charge and to contribute to the construction of public roads as marked on the endorsed plan E-C, part of Bank Street, and C-D [part of School Street].

Consideration: £6,891. 8s. 4d.

Signed and sealed: (1a), (1b), (2), (3).

Parchment 2mm.

## 95 9 July 1895

- (1) Edward Tyrell Lewis [as in no.79].
- (2a) Edward Tyrell Lewis [the same].
- (2b) Edmund George Harrison [as in no.42].

Conveyance by (1) to (2a) and (2b), trustees of certain scheduled parcels of land in Gateshead, formerly mortgaged to Thomas Johnston and (1) by Thomas Caulfield, declared bankrupt in November 1878, and to which (2a) and (2b) are entitled in equity of redemption.

Schedules:

1. lands mortgaged 18 October 1877: properties in Derwentwater Road, School Street and Cuthbert Street.
2. lands mortgaged 8 November 1877: properties in Marian Street and Derwentwater Road.

Signed and sealed: (1).

Parchment 2ff.

# I. Leases of mines and mining rights in coal and fireclay on and under the Redheugh Estate, 1871-90

96 30 December 1871

- (1) Henry Hugh Askew [as in no.32].
- (2) Henry William Askew [as in no.13].
- (3a) Henry William Askew [the same].
- (3b) Henry Hugh Askew [as in (1)].
- (4) Lucy Askew, wife of (2).
- (5a) Thoms Johnston [as in no.27].
- (5b) Edward Tyrell Lewis [as in no.27].

Appointment by (1) and (2) in accordance with the terms of the disentailing deed, 31 December 1868 [ no.25 above ], of (5a) and (5b) as trustees to hold to uses limited in a settlement of 3 February 1870 [ no.37 above ], the 57% share in the mines, mining rights and minerals below the surface of certain scheduled lands, which rights were reserved at the sale of those lands, formerly part of the Redheugh Estate.

Release of the same rights to the same trustees by (1), (2) and (4) as to their several and respective interests.

Signed and sealed: (1), (2), (4), (5a), (5b).

Parchment 6mm.

97

Duplicate of no.96.

98 30 December 1871

- (1) Henry Hugh Askew [as in no.32].
- (2a) Henry William Askew [as in no.13].
- (2b) Henry Hugh Askew [as in (1)].
- (3) Lucy Askew, wife of (2a).
- (4a) Thomas Johnston [as in no.27].
- (4b) Edward Tyrell Lewis [as in no.27].
- (5) Ewart Simon Mounsey [as in no.25].

Appointment by (1) and (2a) in accordance with the terms of the disentailing deed, 31 December 1868 [ no.25 above ], of (5) as trustee to hold to uses to be limited by (2a), the 43% share which (2a) holds according to a release of 3 February 1870 [ no.35 above ] in the mines, mining rights and minerals below the surface of certain scheduled lands, formerly part of the Redheugh Estate.

Release of the same rights to the same trustees by (4a), (4b), (1) and (3) as to their several and respective interests.

Signed and sealed: (1), (2a), (3), (4a), (4b).

Parchment 5mm.

99

Duplicate of no.98.

100 5 October 1874

- (1) Henry William Askew [as in no.13].
- (2a) Thomas Johnston [as in no.27].
- (2b) Edward Tyrell Lewis [as in no.27].
- (3a) John Fleming of Newcastle upon Tyne, gent.
- (3b) John Milling of the same place, draper.

Lease by (1), (2a) and (2b) to (3a) and (3b) of mines and mining rights of coal and fireclay under certain scheduled lands, parts of the Redheugh Estate, marked on the attached plan in green (under which (1) owns such rights in full), red (under which (1) owns 43% of such rights) and brown (under which (2a) and (2b) hold such rights in full as trustees), with permission to construct workings on the surface, also to enter and construct surface workings upon other scheduled lands similarly marked in blue (owned by (1)) and yellow (held by (2a) and (2b) as trustees).

Covenants include: provision for drainage, rights of way, inspection on behalf of the lessors and termination by the lessees at one year's notice after seven years and every seventh year thereafter.

Term: 42 years from 1 February 1874.

Rent: £50 per acre p.a. for each acre entered on the surface of the lands marked in blue or yellow, with a premium for any land used by the lessees for dwelling-houses; £300 p.a. to (1) for coal and fireclay mined under the lands marked in blue and green, with royalties of 1s. per ton for coal in excess of 3,000 tons in six months and 1s. per ton for fireclay;

£400 p.a. to (2a) and (2b) for coal and fireclay mined under the lands marked in yellow and brown, with royalties of 1s. per ton payable to (1) and to (2a) and (2b) in the proportions 43:57 for coal and fireclay mined under the lands marked in red when the seams under the above lands are exhausted;

2d. per ton of coal carried from any adjoining mine over the lands marked blue and yellow, similarly apportioned 43:57.

Endorsed: (m.2) 10 May 1878 [parties as above] Agreement for the reduction of the royalty per ton of fireclay to 8d., from 1 August 1877 for the life of Henry Hugh Askew, son of (1).

Signed and sealed: (1), (2a), (2b).

(m.1) Note that the lease was terminated by the lessees after seven years and that it is to be kept with a duplicate conveyance of 13 November 1877.

Parchment 15mm.

101

Duplicate of no.100, except:

Signed and sealed: (3a), (3b).

Endorsed: (m.1) "Surrendered".

102

Duplicate of no.101, with no endorsements.

103 3 August 1876

(1) The Ecclesiastical Commissioners for England.

(2) Henry William Askew, formerly of Conishead Priory, Lancs, now of Pylewell Park, Hants, esq.

Lease by (1) to (2) of all mines and mining rights of coal and fireclay in and under two parcels of land, the former (13a) conveyed by (1) to (2), reserving such rights, 1 July 1866 [ no.4 above ], the latter [3r 32p] conveyed by (1) to the North Eastern Railway Co., 22 March 1866.

Covenants include: (2) to bring coal and fireclay mined hereunder to the surface only on this land or on the Redheugh Estate, where he has leased the mines and mining rights to Messrs. Fleming and Milling, to whom alone he may sublet the rights here leased;

provisions that (2) shall keep detailed accounts and may terminate by one year's notice after three years and every third year thereafter.

Term: 42 years from 1 February 1874.

Rent: £75 p.a., with royalties of 8d. per ton of coal mined in excess [of 2,250 tons].

Sealed: (1).

Parchment 7mm.

104 10 May 1877

(1) Henry William Adkew, formerly of Conishead Priory, Lancs, now of the Cedars, Sunningdale, Berks.

(2a) John Fleming [as in no.100].

(2b) John Milling [as in no.100].

Lease by (1) to (2) and (2b) of the mines and mining rights of coal and fireclay [as in no.103], reserving to (1) and to the Ecclesiastical Commissioners the right to grant wayleaves through their workings.

Covenants include provision for inspection on behalf of (1) and of the Ecclesiastical Commissioners and for termination by the lessees by fourteen month's notice after three years and every third year thereafter.

Term: 42 years from 1 February 1874.

Rent: £45. 10s. p.a. from 1 August 1877, with royalties of 1s. per ton of coal mined in excess [of 910 tons], 8d. per ton for all fireclay and 1d. per ton of coal or fireclay carried out here from mines under other land.

Signed and sealed: (2a), (2b).

Parchment 10mm.

105 11 May 1878

(1) Henry Hugh Askew [as in no.79].

(2a) Thomas Johnston [as in no.27].

(2b) Edward Tyrell Lewis [as in no.79].

Indemnification by deed poll by (1) of (2a) and (2b) against all actions arising from the reduction of the royalty per ton payable on fireclay mined by Messrs. Fleming and Milling, 10 May 1878 [no.100, m.2 dorse, above].

Signed and sealed: (1), (2a), (2b).

Parchment 1m.



106 20 July 1883

- (1) Henry William Askew [as in no.61].
- (2a) Thomas Johnston [as in no.27].
- (2b) Edward Tyrell Lewis [as in no.79].
- (3a) John Fleming [as in no.100].
- (3b) John Milling [as in no.100].

Lease by (1), (2a) and (2b) to (3a) and (3b) of mines and mining rights of coal and fireclay under certain scheduled lands, part of the Redheugh Estate [as in no.100, except:] provision for termination by the lessees at one year's notice after three years and every third year thereafter.

Term: 35 years from 1 February 1881.

Rent: £215. p.a. to (1) for coal and fireclay mined under the lands marked in blue and green and for 43% mined under the land marked in red with royalties of 5½d. per ton of coal mined in excess of 4,691 tons in six months and 4d. per ton of fireclay.

Signed and sealed: (3a), (3b).

Parchment 9mm.

107

Duplicate of no.106.

108 17 January 1890

- (1) Henry William Askew [as in no.61].
- (2a) Thomas Johnston, late of 5 Raymond Buildings, Gray's Inn, Middx, now of Broomsleigh, near Seal, Kent.
- (2b) Edward Tyrell Lewis [as in no.79].
- (3) John Fleming [as in no.100].
- (4) Horace Milling of Leeds, Yorks, solicitor.

Withdrawal of notice of termination of the above lease by (3) and (4), partners in business as the Owners of Redheugh Colliery, (4) being executor and successor of John Milling, deceased.

Agreement that from 1 February 1889 the royalty per ton of coal shall be 6d.

Signed and sealed: (3), (4).

Parchment 2mm.

109

Duplicate of no.108.

110 17 January 1890

(1a) John Fleming [as in no.100]

(1b) Horace Milling [as in no.108]

the Owners of Redheugh Colliery

(2) Henry William Askew [as in no.60].

(3a) Thomas Johnston [as in no.108].

(3b) Edward Tyrell Lewis [as in no.79].

Conveyance by (1a) and (1b) to (2), (3a) of all mines and mining rights of coal and fireclay under a parcel of land (2a 1r 4p), formerly conveyed by the trustees of the Redheugh Estate to the Redheugh Bridge Co., 4 August 1868 [ no.22 above ] and now part of Redheugh Road South, to hold to the use of (1a) and (1b) for the remainder of a term leased on 20 July 1883 [no.106 above] and subject to the covenants therein.

Signed and sealed: (1a), (1b).

Parchment 2mm.

111

Duplicate of no.110.