

IV.—LOCAL MUNIMENTS.

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[Read on 26th February, 1908.]

Following up the series of local muniments relating to Newcastle which appeared in *Archaeologia Aeliana*, 2nd ser. xxiii, 247-267, and xxiv, 128-177, the present collection comprises deeds of various other properties in the town and suburbs and extends into the counties of Northumberland and Durham.

Among these documents are a few which may be considered as of historic value. There are, for example, (1) a full abstract of the title deeds of the Kenton estate (commencing in 1284), which have long lain unheeded in the society's library; (2) an epitome of very voluminous documents relating to the extensive local estates of John Rogers, in which Mrs. Montagu 'the bluestocking,' and her husband Edward Montagu, Sir William Creagh, mayor of Newcastle by mandamus during the short reign of James II, Dr. Nathaniel Ellison, vicar of Newcastle, Sir Thomas Clavering and other local celebrities appear; (3) several interesting marriage settlements, chief among them being the settlement on the marriage of William Fenwick of Stanton with Elizabeth, daughter of Robert Ellison, M.P. for Newcastle in the Long Parliament and niece of William Gray, author of the *Chorographia*; (4) details of property acquired for the erection of Powell's almshouses in Gateshead and (5) deeds relating to Gateshead Fell rectory.

Other documents illustrate manners and customs, such as payments of accounts in churches, exclusion of 'popish recusants,' delivery of a public house by handing over a pewter pot, reservations of lights and easements, etc., while useful informa-

tion is derivable from covenants about tillage and tree planting, coal and stone working, water courses and wayleaves, salt manufacture and other phases of local industry, not to mention the interest attaching to field names and place names that no longer exist and cannot now be identified.

The letters within brackets at the end of each headline indicate the sources from which the deeds epitomized herein are derived, viz :

C.B., Dr. Clark Burman, Alnwick.
 C.-E., the late Capt. Carr-Ellison.
 C.H.B., C. H. Blair, Gosforth.
 F.W.D., F. W. Dendy.
 G.B.R., Geo. Bouchier Richardson's MSS.
 H.H.E.C., H. H. E. Craster.
 J.C.H., J. Crawford Hodgson.
 N.S.A., Newcastle Society of Antiquaries.
 R.W., Richard Welford.
 W.B., W. Brown, Sec. of the Surtees Society.

NEWCASTLE-UPON-TYNE.

HOUSE, WITH STALLS AND BOOTHS. [H.H.E.C.]

1286 [?].—John de Cymiterio of Newcastle, gave, etc., to John, son of David, all his capital messuage in which he used to live, with 2 stalls and 2 booths lying next to the king's highway. Witnesses: John le Fleming, John de Eschott, Hugh de Carliol, Nicholas, son of Roger, bailiffs; Henry de la Hey, James Lanator, Walter de Burodon, and others.

HOUSE IN RUSSELL'S CHARE. [H.H.E.C.]

1318. Sept. 5.—Alicé, formerly wife of Walter de Doun, burges of Newcastle, gave, etc., to John de la Gore, burges of Newcastle, all that messuage called 'le freringhuse' in a vennel called Russell's Chare in said town. Witnesses: Richard de Emeldon, chief bailiff; Thomas Frisमारisco, Richard de Aketon, William de Burneton, Gilbert Hankin, Robert de Stanhope, Hugh Fischer, and others.

LAND IN THE CLOSE. [H.H.E.C.]

1319 [?].—Gilbert Fleming of Newcastle, gave, etc., to John, his son, all that land, with appurtenances, lying opposite his house in the Close, }

between the land of John de Pampeden and land formerly Hugh de Carliol's with an annual rent of 21s. issuing from land opposite the chapel of St. Thomas the Martyr, between land formerly Hugh de Carliol's and land formerly Ralph Schepe's, which Roger de Ponte holds of grantor in fee. If said John die without heirs of his body, said lands, etc., to revert to grantor. Witnesses: Nicholas de Carliol, mayor, Roger de Hecham, Thomas Fris-marisco, Thomas de Carliol and Henry de Neuton, bailiffs; William de Cougate, Nicholas Scott, Thomas de Tyndalle, John Lobaud, and others.

HOUSE ON THE QUAY. [H.H.E.C.]

1332. June.—John de Reyndoun, nephew and heir of Peter Wodman of Newcastle, decd., gave, etc., to Ad. de Waltoun, burgess, a tenement upon the Key, lying between the entry of the grantor, W., and the vennel which is between the Prior of Tynemouth's land and land of the grantor, E., and extending from a 'gardino carbones' [coal staith?] which Elias de —lson held of him, to a certain garth which Robert Parker formerly held of him at a rent of 1d. for 10 years, and afterwards at a rent of 40s. Witnesses: Richard de Emeldon, mayor; Hugh de Hecham, Walran de Lumley, Thomas Hankyn and Robert de Haliwell, bailiffs; Gilbert Hankyn, Hugh Hankyn, Peter Hankyn, and others.

HUGH DE HECHAM'S LANDS. [H.H.E.C.]

1358-9. March 20.—John, son and heir of Hugh de Hecham, formerly burgess of Newcastle, gave, etc., to John de Stanhope, burgess of Newcastle, all lands and tenements in Northumberland and Durham, of which said Hugh died seised. Witnesses: Richard Tempest, knight, William de Strother, mayor, John Mowbray, Peter de Richmond, John de Fencotes, and others.

HOUSE IN COLLIER CHARE. [H.H.E.C.]

1366. April.—Henry de Tyreswell of Kirtlington and Anabella his wife, gave, etc., to Thomas de Horton, burgess of Newcastle, the tenement formerly of John de Dalton, son of John de Dalton, which he had of the gift of Richard de Dalton, lying in a vennel called Colier chare, between the land of Matilda de Acton, N., land formerly Thomas de Lomley's, S., etc. Witnesses: William de Acton, mayor; Thomas Graper, John de Byker, John de Ruffan [or Repham?], and John de Stannop, bailiffs; Robert de Angerton, and others.

HOUSE IN DENOM CHARE. [H.H.E.C.]

1366. December.—John de Acley, chaplain, gave, etc., to William Potter of West Chester and Christiana his wife, a messuage in Newcastle upon the Key, between the vennel called Denom chare, W., and the tenement of

Richard Gyllyott, tailor, E., and extending from the 'gardino carbonum' of John Stanhope, N., unto the ground ebb of the water of Tyne, S., which he had of the gift and feoffment of said Christiana. Witnesses: John of Stanhope, mayor, Thomas Potter, John of Preston, John Houwell and John de Repham, bailiffs; Robert de Tweedmouth, and others.

HOUSE NEAR PANDON BURN. [H.H.E.C.]

1376. September.—Thomas de Musgrave, burgess of Newcastle, gave, etc., to William de Galway, burgess of Newcastle, an annual rent of 20s. issuing from a burgage near the Keyside, lying between the King's highway, S., the burgage of Richard de Dalton, N.; grantor's burgage W., and the burn of Pampeden, E. Witnesses: John de Bulkham, mayor; Laurence de Acton, Robert Plomer, and William de Durham, bailiffs, and others.

HOUSE IN PANDON. [H.H.E.C.]

1377. July.—Indenture between John de Horton, burgess of Newcastle, and Christiana, daughter and heir of John de Haukewell, by which said Christiana demised to said John, a messuage in Pampeden lying between a messuage formerly John de Brampton's, W.; and a messuage belonging to John de Rypon, E., for a term of 20 years at an annual rent of 2s. Witnesses: John de Bulkham, mayor, Laurence de Acton, John de Houden, John Howell, William Plomer, bailiffs; Thomas Potter, Robert de Reynton, John de Thornton, and others.

HOUSES IN SIDGATE. [H.H.E.C.]

1382. November.—Robert Rose, citizen and mercer, London, gave, etc., to Robert Plumer, burgess of Newcastle, and Isabel his wife, two messuages upon the heugh (*hogam*) between the messuage formerly John Gategang's and the messuage formerly Nicholas Scott's with a toft upon the hill and a messuage and garden in Sidegate. Witnesses: Robert Olyver, mayor; Lawrence Acton, Nicholas Hawkyswell, Thomas de Mordon, John de Bulkham, John Horton, and others.

THE POLD HALL.*

1397. Sept. 30.—Thomas Robson, chaplain, Newcastle, gave, etc., to William de Hoton of Brandon, all that tenement with the appurtenances in Newcastle called the Polled Hall, which he had of the feoffment of William de Ogle and Walter of Hexham, priests, lying between a tenement of Beatrice de Bedlington, and held in fee of the Master and Brethren of the Hospital

* From a transcript by the late C. M. Carlton, Durham. See also *Arch. Ael.*, 2nd ser., II, 32, and *Chron. Hist. Newcastle and Gateshead*, I, 199, 242;

of the Blessed Virgin in Westgate; bounded by a tenement which John de Awkeland held in fee of John Bulkham, N., by the said hospital, S., and extending from the Melemarket Gate to the Westgate. Witnesses: Sampson Harding, mayor; John Coker, Robert Gabefor, William Redmarshall and Roger de Thornton, bailiffs; Richard Scot, John Hydwyn, and others.

LANDS, ETC., IN PILGRIM STREET. [H.H.E.C.]

1402. January.—John Walner, chaplain, gave, etc., to William de Langton, burgess of Newcastle, lands which he had of the feoffment of Robert Roos in Pilgrim Street, Newcastle. Witnesses: Robert de Chyrdene, mayor; Robert Gabefore, sheriff; Laurence de Acton, William Johanson, Robert de Hybburn, Robert Sureys, John de Bywell, aldermen.

HOUSE IN GRYPCHARE AND STRENGHARE. [H.H.E.C.]

1402. July 12.—Adam de Fenrother, clerk, executor of the will of Dame Alicia de Moderby, gave, etc., to William Johnston, Thomas Lanyndell, Richard Parish, chaplain, and Ralph Cmson (?), a tenement upon the Keyside, Newcastle, between the vennel called Gripeschare and the vennel formerly called Strenchare. Witnesses: Robert de Chirdon, mayor; ——— Paulyn, sheriff; Roger Thornton, Robert de Hibburn, Robert Gabefore, Robert Sureys, Thomas Colman, and others.

HOUSE IN PUDDING CHARE.*

1463. May 4.—James Delavale, esq., gave, etc., to William Stevynson, burgess of Newcastle, leather dresser, his land and tenement in a vennel called Puddynchar, adjoining a tenement of the chantry of the Holy Trinity, in the church of St. John, S., a vennel called Saynt Johnchar, N., Puddynchar, E., and land of Robert Mitford, W. Witnesses: Alan Bird, mayor; Nicholas Wetwang, sheriff; John Richardson, Robert Baxter, William Rothom, and John Nicson, aldermen, and others.

HOUSE IN BURTON CHARE. [H.H.E.C.]

1478. July 13.—Indenture by which Roger Harding, senior, conveyed to Davy Walker of Newcastle, cooper, his tenement in Burton chare, lying between the tenement of John Brygham, S., and [that of] Margaret Paulyn, N., to have and hold to the aforesaid Davy and his heirs, namely, John, Ely, George and Agnes, and their heirs. If it happen that they die without heirs the tenement to revert to grantor, etc. Annual payment, 3s., with clause for distraint. Witnesses: John Cok, mayor; Peter Bewyk, sheriff; John Carlell, William Rothom, Robert Chaumber, John Esynngton, John Sautpoll, John Fysher, aldermen, and others.

* Transcript by Mr. C. H. Traslaw, Cornhill,

HOUSE IN GRYPCHARE. [H.H.E.C.]

1489. Nov. 6.—Indenture by which Roger Harding, esq., leased and to farm let, to William Hayrbrede of Newcastle, baker, all that tenement near the Keyside in a vennel called Grypcheare between that vennel, W., and the vennel called Eryngton chear, E., containing in length, 45 ulnas, 'vulgarly called 45 yards,' paying 20s. a year, with clause for distraint, etc.

HOUSES IN STOCKBRIDGE AND BURTON CHARE. [H.H.E.C.]

1493. June 16.—Richard Hardyng of Holyngside, Durham, esq., gave, etc., for a term of 6 years to William Baxter, certain annual rents from the lands and tenements underwritten, namely, from a tenement in the tenure of William Clerk in Bednall, Northumberland, 40s. 4*d.*; from a tenement in Borrodon, in the tenure of William Malwyn and John Malwyn, 13s. 4*d.*; also 16s. from a tenement belonging to the chantry of St. Elgy in the church of All Saints, Newcastle, lying in Burton chear; 4s. from a tenement in the Stok brygg, and 6s. 8*d.* from a tenement in the Keyside.

LAND IN SIDGATE. [H.H.E.C.]

1546. March 31.—Indenture by which Peter Bewyk of Newcastle, merchant, son and heir of Percival Bewyk, late of the same place, merchant, decd., granted and to farm let to Robert Anderson of Newcastle, merchant, for a certain sum of money, all that his close, with the appurtenances, lying in the suburbs of the said town, in a street called Sidgate, betwixt a close belonging to the chantry of our lady in St. Andrew's Church, S., and a close belonging to the Magdalenes, now in the tenure of William Caenboy, N., to hold the same to the said Robert, from the day of making these presents, unto the end of seven score and one years next following, paying yearly at Michaelmas to said Peter, his heirs, etc., 4*d.*, if demanded, and to the heirs of Lancelot Hasilrige 12*d.* yearly at terms usual. The said Robert, at his own cost, is to maintain and uphold all the hedges and ditches belonging to the said close during all the said term.

1580. August 18.—Deed by which Henry Anderson, jun., of Newcastle, merchant and alderman, for a certain sum of money, granted to Giles Storie of the same town, chapman, his heirs, etc., all that his close with its appurtenances in Sidgate, lying between the king's highway, E. and N., a close belonging to William Liddell, merchant, S., and a close, late in the tenure of George Browne and now in the occupation of the said Giles, W. Appoints Cuthbert Wympraie, baker, and William Swordell, skinner, both of Newcastle, his lawful attorneys, etc. Witnesses: Wilfrid Hall, Henry Taylor, and others. Seisin endorsed, with the marks of the witnesses thereto.

HOUSES AND LAND NEAR NUN'S GATE, ETC. [H.H.E.C.]

1609. Nov. 20.—Indenture by which for 60*l.* Sir Francis Anderson of Bradley, co. Durham, knight, granted to Edward Freeman of Newcastle, merchant, a messuage, etc., now or late in the occupation of Thomas Lawson, lying near the Nunnegate, with a parcel of ground in said Lawson's occupation named The Nunns, and the low garden and orchard there; excepting only a lease of bargain and sale of the said premises made by the said sir Francis, unto Richard Stote of Lincoln's Inn, for the term of 99 years, for securing the sum of 200*l.* heretofore borrowed by said Sir Francis from said Richard, with interest, etc., with power of redemption within 7 years; he, dame Jane his wife and his heirs covenanting to give such other security as may be deemed necessary.

1673. Oct. 20.—Indenture by which, for 771*l.*, Sir Francis Anderson of Bradley, knight, granted to Mark Milbanke of Newcastle, esq., his heirs, etc., a messuage, etc., now in the possession of Anthony Isaacson, esq., in or near the Bigg Market; also a messuage late in the occupation of Thomas Lawson, and now of Robert Bertram, in or near the Nunngate; also a parcel of ground named Nunnes and the low orchard and garden thereto belonging, late in the occupation of said Lawson and now of said Bertram, excepting a lease of said messuage in possession of said Anthony Isaacson, made to said Isaacson for 99 years by indenture dated Jan. 20, 20 Chas. II. Witnesses: Richard Stote, Ralph Jenison, Cuthbert Mitford.

1673-4. Jan. 14.—In consideration of 110*l.*, Anthony Isaacson, by direction of Sir Francis Anderson, released, quit claimed, etc., to Mark Milbank, the above-named messuage near the Nunngate and the ground called The Nunnes, with garden and orchard. Witness: John Clutterbuck.

1674. Entry of a fine. Mark Milbank, esq., plaintiff, Francis Anderson, knight, deforciant, of 2 messuages, 2 gardens, 2 orchards, and 6 acres of land, with appurtenances in Newcastle; said Mark paying said Francis 120*l.*

1705-6. Feb. 19.—Declaration by Anthony Spenceley of Newcastle, skinner and glover, that Henry Marmion of Ryton Woodside, co. Durham, gent., and Jane his wife, daughter and heir of John Anderson, esq., decd., son and heir of Sir Francis Anderson, late of Bradley, co. Durham, knight, by their indentures of lease and release, dated 10th and 11th June, 1699, granted to said Anthony Spenceley all that capital messuage, etc., in the Bigg Market, Newcastle, late in the possession of Anthony Isaacson, esq., decd., and now of William Green, also the messuage called The Nunnes, in the occupation of George Wilsby, and the ground and garden in the possession of said George Wilsby and Lancelot Allgood, gent., or one of them. To have etc., upon trust for the benefit of John Milbanke of Thorpe Perrow, co. York, esq., brother and acting executor of Sir Mark Milbanke, late of Halnaby in said county, baronet, the consideration money of said indenture being the proper money of said John Milbanke and not of the declarant, etc.

HOUSE IN THE BIGG MARKET, NO. 1. [W.B.]

1567. June.—Indenture, by which George Myddleton of Silkesworthe, gent., conveys to Alexander Lawsonne* of Newcastle upon Tyne, marchaunte, for 70*l.*, a great messuage or tenement with all and singular shoppes, sellers, sollers, wairehouses, etc., in the said towne of Newcastle, in twooe severall streattes thier, the one called the Bigge Markethe and the other called the Over Deene Brigge; which said great messuage or tenement boundrethe upon a tenement now in the tennour and occuepacione of John Lassells† of Newcastle, marchaunte, onn the northe parte and upon the Over Deene Brigge onn the southe parte, and extendethe itselfe from the Quennes streate, called the Bigge Markethe before, onn the weste parte, unto a tenemente nowe in the tennour and occuepacione of Robert Sargiaunte, and a certayn vennell, called the Deene behinde on the easte parte. Witnesses: Cuthbert Sticknell, Robert Wilkinson, Robart Musgrave, Jaymes Robeson, Henrici Shiell, Cutheberte Carr, John Errington, Peter Fenwyck, Edward Swann, Teste me Jacobi (*sic*) Middleton, Cuthbart Shelle.

HOUSE IN THE BIGG MARKET, NO. 2. [R.W.]

1750. May 1.—Indenture by which Jonathan Punshon, merchant, leased to Ralph Ridley, merchant, both of Newcastle, for 6 years, 11 months and 25 days, from Aug. 1 next, a new dwelling house and shop in the Pullen Market, and in or near the Upper Dean Bridge, Newcastle, at 21*l.* per annum. Ridley to keep premises in good repair 'the glass of the windows excepted' and to pay all taxes and cesses but window tax and poor cess.

HOUSE, ETC., IN THE BIGG MARKET, NO. 3. [F.W.D.]

1814. Dec. 14.—Indenture of four parts: (1) Jane Hall, widow; (2) Joseph Hedley, gent. and Jane his wife, only child of said Jane Hall; (3) Robt. Pearson, esq.; (4) Jos. Bainbridge, gent., all of Newcastle. Reciting indenture of lease and release dated June 12 and 13, 1808, between (1) Jos. Maughan, Ninebanks, Northumberland, yeoman, and Nancy his wife, Mary Blake of Hart Street, Covent Garden, London, widow of James Blake, decd., Thos. Wilkinson, Penrith, yeoman, and Jane his wife, Thos. Maddison, Penrith, yeoman, and Stephen Creed, co-heirs of Albany Wallis, of Norfolk Street,

* One of the Lawsons of Bywell. See 2 Surt. Soc. publ. 431 and 101 *ibid.* 200; also the new *Hist. Northd.*, vi, 239.

† John Lassels, merchant, occurs in Dendy's *Merchant Adventurers' Books*, 101 Surt. Soc. publ. (index). The burial of John Lassels, sword bearer, at St. Nicholas's church, Newcastle, is noted with some biographical mems. in the *Chron. Hist. Newcastle*, III, 13.

Strand, London, gent., decd.; (2) Mary Dixon, Newcastle, spinster, administratrix of Wm. Dixon, Newcastle, gent., decd.; (3) David Stephenson, Newcastle, architect, surviving assignee of the estate of Rich. Chambers,* Newcastle, merchant, bankrupt, second son and sole executor of Ann Chambers, formerly of Newcastle, but late of Calcutta, widow, decd.; (4) Thos. Robinson, Newcastle, common brewer; (5) said Jane Hall; (6) John Graham Clarke, Newcastle, esq., and Jonathan Sorsbie, Newcastle, merchant; (7) Simon Temple, late of South Shields, but then of Hylton Castle, surviving executor of Elizth. Thomas, Newcastle, formerly called Elizth. Metcalf, afterwards Elizth. Brown, and then widow of Jno. Thomas, of Norfolk Street, Strand, and afterwards of Newcastle, gent., decd.; (8) Sarah Chambers, of Bishopsgate Street Without, London, widow, executor of said Richd. Chambers, decd., who was executor of Wm. Dodds, Newcastle, gent., decd.; (9) said Jonathan Sorsbie; (10) said Jos. Bainbridge. Witnessed that said Maughan and wife, Blake, Wilkinson and wife, Maddison and Creed, by appointment of said Stephenson, Robinson, Temple and Sarah Chambers, and said Dixon, Stephenson and Robinson by like appointment released to said Jane Hall certain messuages, shops, etc., in the Bigg Market, otherwise the Pullen Market, E. side thereof, which premises were purchased by Ann Chambers, decd., mother of said Richd. Chambers, and the assignees of Cuthbert Ogle, merchant, a bankrupt, bounded E. by a yard belonging to the 'Black Bull,' W. by the Bigg Market, N. by premises formerly belonging to Ralph Wm. Gray, esq., and S. by premises lately belonging to said Richd. Chambers, and then to James Reid, saddler. Other recitals follow, and Jane Hall, mother of said Jane, wife of Jos. Hedley, conveys the premises to Robt. Pearson.

HOUSE AND SHOP IN THE WOOLMARKET. [C.-E.]

1720. Nov. 19.—Lease for 7 years at 18*l.* per annum by Robt. Percival, Newcastle, saddler, of a house and shop in the Woolmarket (lately occupied by Wm. Fallay, decd.), to Thos. Gibson, Newcastle, linen draper; bounded by a passage leading from Middle Street to the Groat Market, S. by the Groat Market, W., by the Woolmarket, N., and by Middle Street, E. Rent for first year 16*l.* only; lessor to pay all taxes but window tax.

* The story of the bankruptcy of Richard Chambers (brother of sir Robt. Chambers, chief justice of Bengal) is told in *Men of Mark 'Twixt Tyne and Tweed*, I, 512, wherein also (III, 434) is a sketch of David Stephenson his executor, architect of All Saints church and other public buildings in Newcastle. Other historical persons named in this deed are Joseph Bainbridge, solicitor, father-in-law of sir John Fife, John Graham Clarke, maternal grandfather of Mrs. Elizabeth Barrett Browning, and Simon Temple, who opened Jarrow colliery in 1803 and founded Temple town, South Shields.

HOUSE IN THE NOLT MARKET. NO. 1. [C.-E.]

1729. Aug. 21.—Deed by which Elizabeth, widow of Robert Bailiff, tanner, Newcastle, and her sons John and Thomas, for an advance of 100*l.*, assign to John Barnes, of Lamesley, near Ravensworth Castle, a house, tanyard and garden in the Nolt Market. By his will, dated April 3, 1722, said Robert had left the premises to his wife Elizabeth for life, and on her death, to his second son John, with a charge of 50*l.* a year to his son Thomas, and each of his daughters Margt. and Mary. The property is bounded by a messuage of Anthony Meggison, N., house of Wm. Midford, mariner, S., the Nolt Market, E., and a close in possession of Andrew Bell, W., while the occupiers are Edw. Mabell, Margt. Tossior and Thos. Ridley.

HOUSE IN THE NOLT MARKET. NO. 2. [C.B.]

1798. July 18.—Indenture between George Leister, cordwainer and ale-house keeper, and Jane his wife, formerly wife of John Hare Henzell, mariner, Ballast Hills, and Joseph Naters of Sandiford, Newcastle. Reciting the will of John Hare* who died in Sept., 1772; that Ralph Henzell, named therein died in Sept., 1774, an infant, and the property left to him came to his eldest brother John Hare Henzell, who died Nov. 8, 1796, leaving his mother Jane Henzell the elder, his wife Jane Henzell and his daughter Jane Body Hare Henzell, now an infant of six years, then and still surviving; that Jane, widow of John Hare Henzell, on Aug. 12 last, married Geo. Leister, and is entitled to the reversion of the hereditaments hereinafter described; that said Geo. and Jane Leister are indebted to said Naters in 62*l.* 7*s.* balance of a bond dated Feb. 10, 1796, from said Jane to Robert Rutherford, and are desirous of levying a fine, etc., and to enable them to levy, said Naters agrees to advance a further sum of 27*l.* 13*s.* Now, said George and Jane Leister agree to levy a fine of said reversion, etc., of and in (1) a messuage in the Nolt Market formerly occupied by Edwd. Cowling, victualler, and now by Jane Elliott; (2) the house in which John Hare formerly dwelt, now occupied by said Elliott; (3) the messuage, brewhouse, stables, gardens, etc., in same place known as the 'Fighting Cocks,' of which Thos. Robson is tenant, to the use of said Naters. Usual covenants for repayment and re-conveyance. Witnesses: Tho. Davidson, Jos. Bainbridge.

HOUSES IN FRYER CHARE AND PLUMBER CHARE. [R.W.]

1728. July 3 and 4.—Indentures of lease and release between Wm. Graham, joiner, and Ann his wife, daughter and heir of Jane Ingleby, widow, and Geo. Hedley, jun., tanner, and Ann his wife, heir at law of Dorothy Smith, decd., all of Newcastle. Reciting that Gilbert Smith, Newcastle,

* See *Arch. Ael.*, 2nd ser. xxiv, 160, and *post*, 92.

chapman, and Dorothy his wife, by indenture of lease and release dated Sept. 28 and 29, 1710, granted to Jane Ingleby, two messuages in Fryer Chare, near the West Gate, occupied by Jno. Wilson, Thos. Varey, Peter Hambleton, Peter Peirson, Thos. Nicholson, and Mich. Snowdon, and two messuages in Plumber Chare, Quayside, occupied by Elizth. Dunston and Richd. Taylor; that by indenture of defeasance, dated Sept. 30, 1710, said Ingleby covenanted that if said Gilbert and Dorothy paid her 40*l.* and interest before Sept. 29, 1711, and gave peaceable possession for 21 years of the messuages in Fryer and Plumber Chares, she would convey said premises to Dorothy's nominees; that Ingleby and the Smiths are dead and Wm. Graham and his wife have received the 40*l.* and interest excepting 7*l.* 10*s.* It is witnessed that, for 7*l.* 10*s.*, said Graham and wife quit claim, etc., to Geo. and Ann Hedley the said messuages for ever.

HOUSE IN BACK ROW. [R.W.]

1755. March 4 and 5.—Indentures of lease and release between (1) Jane Green, Newcastle, widow, one of the daughters and coheirs of Margt. Farbridge, widow, decd.; (2) Geo. Brown, Newcastle, smith; (3) Edwd. Gaire, Newcastle, smith. Reciting that on April 1, 1752, said Green demised to said Brown, by way of mortgage, a messuage in the Back Row, Newcastle, then in her occupation, for 35*l.*, that Gaire had agreed to lend Green 40*l.* on having a preference to Brown's mortgage and that Brown agreed to same. Release to Gaire accordingly.

1772. October 1.—Lease (release missing) from (1) Geo. Carr, Newcastle, flax merchant and Richd. Armstrong, Cullercoats, gent., executors of Eleanor Thompson, Gateshead, widow and executrix of Hugh Thompson, Gateshead, hardwareman, decd.; Eleanor Brown, Newcastle, widow, and devisee of Geo. Brown, Newcastle, cordwainer, decd., who was devisee and sole executor of Jane Green, Newcastle, widow, and Jno. Thompson of Midford, Northumberland, dyer, heir at law of said Hugh Thompson, to (2) Geo. Smith of South Shields, mariner; of all that messuage in the Back Row, formerly the estate of Margt. Farbridge and afterwards successively of said Jane Green and Geo. Brown, and now of Eleanor Brown, bounded by a messuage formerly belonging to Ralph Cook, and of late to Walter Smith, innkeeper, E., by a messuage of John Hare, N. and W., and by the Back Row, S.

HOUSE IN SIDGATE (PERCY STREET). [R.W.]

1701-2. March 6.—Indenture between Thos. Meggison of Newcastle, mariner, administrator of Lancelot Meggison of Newcastle, tanner, decd., and Wm. Curry of Newcastle, shipwright. Reciting that Geo. Collingwood, late of Newcastle, house carpenter, on Feb. 2, 1697-8, demised to Lancelot

Meggison, for 999 years, a messuage, garth and garden occupied by Isabell Wake, widow, in length from the forefront to a loaning or causeway leading to the Castle Leazes, the backside thereof, 165 yards, in breadth $12\frac{1}{2}$ yards, situate in Sidgate, bounded by a messuage* of said Lancelot, S., a garden in possession of Sir Wm. Blackett, bart., N., and extending from Sidgate, E., to said loaning, W., and that said Lancelot had since died and letters of administration had been granted to said Thos., and that for 60*l.*, part of 107*l.* 10*s.*, mentioned in deeds of even date with these presents between (1) said Thos. Meggison, Ann Meggison of Newcastle, widow, Robt. Potts of London, yeoman, and Jane his wife, Katherine and Ann Meggison of London, spinsters, and (2) the said Wm. Curry, said Thos. Meggison had granted, etc., the said messuage, etc., with the lease, to hold during the residue of said 999 years. Witnesses: Tho. Ord, George Potts, John Byfield.

HOUSE IN WESTGATE STREET. NO. 1. [G.B.R.]

1703. August 10.—Will of Wm. Bayles, merchant, Newcastle. To wife, Mary, sole executrix, 2 messuages and a garth, one in the Side and the other in Westgate Street,† and other messuages, lands, etc., at Rumbald Kirke, co. York.

1709. August 15 and 16.—Indentures of lease and release, whereby Mary, widow of Wm. Bayles, for 90*l.* released to John Gilchrist, barber surgeon, and Geo. Dawson, master and mariner, both of Newcastle, a messuage in Westgate Street bounded by a messuage and parcel of ground belonging to the heirs of Jonathan Newton, esq.; decd., E. and S., a messuage belonging to and in possession of Wm. Ramsay, esq. and alderman, W., and Westgate Street, N.

* A deed relating to the adjoining property is described in the *Proceedings* of this Society, 2nd ser., i, 69.

† One of the fine old mansions which still exist on the south side of Westgate Road, facing the Savings Bank, County Court, etc. The deeds are interesting from the names which occur in them. First, the family of Bayles, well known corn merchants in their day, whose descendants may be traced in Dendy, *Mercht. Adv. Books* (101 Surt. Soc. publ.) from Wm. Bayles, son of Anthony Bayles of Romaldkirk, apprenticed in 1656 (father of the will maker) to Bannister Bayles his great grandson, admitted by patrimony in 1736 and living down to the commencement of the 19th century. Then follow the names of Sir Thomas Blackett, Thos. Wm. Beaumont, M.P., Ralph Carr of Dunston Hill, banker, and his relative and partner, John Widdrington, together with Richard Huntley, father of Mrs. Hodgson of Elswick, mother of John Hodgson Hinde, M.P., who was one of the most energetic members of our Society, and his brother, Richard Hodgson Huntley, M.P., chairman of the North British railway and a very strenuous politician.

1716. August 15 and 16.—Indentures of lease and release between (1) Edwd. Strother, late of Newcastle and now of London, physician; (2) said Jno. Gilchrist and Geo. Dawson; (3) Jno. Harrison, barber chirurgion, Newcastle, whereby for 150*l.* the house was released to said Harrison. (Mem.: John Harrison died intestate about 1725, and administration was granted to Catherine, his widow. He left issue a son, William, and 2 daughters, Isabel and Elizabeth. The latter married William Cook and died without issue in 1766.)

1773. Oct. 24.—Probate of the will of Wm. Harrison, fuller and dyer, Newcastle, whereby he devised to his sister, Isabell Rowell, sole executrix, the house in Westgate Street, late in possession of Mrs. Martha Turner and now of Mrs. Swainston as tenants; also all his messuages, etc., in Pudding Chare, his plate, bedding, linen, furniture, etc., and all other his personal estate. To brother-in-law, Wm. Cook, merchant, Newcastle, 5*l.*; to Hannah Reed, present, and Eleanor Bolam, late, servants, 2*l.* 10*s.* each; to Wm. Brown, apprentice to John Stephenson, house carpenter, Newcastle, 10*l.*

1777. Feb. 3 and 4.—Indentures of lease and release by which, for 400*l.*, Isabel Rowell, widow, released to Wm. Wilson, esq., barrister-at-law, Newcastle, the house in Westgate Street, then occupied by Julia Lambert, widow, bounded by ground formerly Jonathan Newton's and now belonging to Wm. Lowes, esq., S. and E., Westgate Street, N.; and also a piece of ground adjoining, formerly belonging to said Wm. Lowes, containing in length 8 feet 10 inches and in breadth from E. to W. 17 feet 4 inches, which said ground was granted by said Lowes to said Wm. Harrison in exchange for another parcel of ground adjoining, granted by Harrison to Lowes.

1785. July 30.—Will of said Wm. Wilson, whereby he devised the said premises in his own occupation, and another house occupied by Sir Thomas Blackett, bart., to his brothers Joshua and Rich. Wilson upon trust for benefit of his four sons and one daughter. Gives his daughter the watch, rings, pearls, ornaments, gowns, and other things which belonged to their mother, now deceased (daughter of Christopher Scott, esq.); his linen and plate, except two goblets belonging to his daughter, to be equally divided amongst his children; his watch, seals, microscope, swords, pistols, rings, pictures, drawing of Keswick, medals, and prints to son William; to his brothers Joshua and Richard, his sisters Susannah Drake and Diana Wilson 20 guineas each as a token of affection. Directs his trustees to divide such of his books among his children as they think proper, to hand over to their owners all deeds and papers deposited with him, to preserve or burn all MS. books, precedents and other papers so that they may never come into improper hands; to sell his china, furniture, and all personal effects not specifically disposed of and place the money, with a sum of 500*l.* due from Sir Thos. Blackett, and whatsoever may arise from the sale of his shares in the Assembly Rooms, Newcastle, at

interest for his children. A sum of 5,000*l.*, of which he has the disposal under his late wife's marriage settlement, he divides among his children—200*l.* to eldest son, William, and the residue in equal shares to the others; and whereas by indenture of three parts dated Feb. 4, 1780 between (1) himself and his late wife; (2) Percival Clennell, esq.; and (3) Ralph Carr and Jno. Widdrington, he has the disposal of a third part of lands, tenements, etc., at Aldbrough in Holderness, he bequeaths it to his eldest son William, with remainder to his second son Charles and his other sons in succession. Commits the guardianship of his daughter Ann and sons William, Charles, Richard and Christopher to his brothers Joshua and Richard and his sisters Susannah Drake and Diana Wilson, and appoints his said brothers joint executors. Witnessed by John Erasmus Blackett, Joshua Straker and Robert Mulcaster.

1797. May 4.—Articles of agreement between Joshua Wilson of Pontefract, surviving executor of the will of Wm. Wilson, barrister, decd., and Richd. Huntley, New Road, Newcastle, gent., by which, for 600*l.*, said Wilson agreed to sell to said Huntley the messuage in Westgate Street; then in the possession of Thos. R. Beaumont, esq., subject to an annual fee farm rent of 4*s.* and to a right of way through or under the west part of said messuage.

1798. May 7 and 8.—Indentures of lease and release by which Sir Henry Wilson of Chelsea Park, co. Middlesex, late captain in the 1st Life Guards, sole executor of the will of Joshua Wilson, decd., and Charles Wilson, gent., Newcastle, eldest surviving son of Wm. Wilson, and nephew and heir at law of said Joshua Wilson, released to Richd. Huntley all that messuage in Westgate Street, formerly occupied by Sir Thos. Blackett, bart., deceased, afterwards by Thos. Richard Beaumont, esq., and then in possession of said Huntley, bounded by a messuage and yard late belonging to Wm. Wilson, decd., and then to, and in the occupation of, Thos. Davidson, esq., W. and S., a messuage late belonging to Wm. Lowes, esq., and then to, and in the occupation of, Robert Pearson, esq., E., and Westgate Street, N. Certificate attached of the baptism (May 6, 1777) of Charles, son of William and Mary Wilson, by John Parkin, curate of St. John's, Newcastle.

1802. June 16 and 17.—Indentures of lease and release between (1) Sarah Huntley, Newcastle, relict and administratrix, with will annexed, of Richd. Huntley, decd.; (2) Richd. Huntley, merchant, New York, U.S.A., eldest son of said Richd. Huntley, decd., (3) Sarah Huntley, of same place, spinster, daughter of said Richard, decd., and sister of Richard the son. Reciting that said Richd. Huntley, decd., made his will in December, 1792, and having afterwards purchased the premises above-named, died without making any disposition thereof, whereby said Richard the son became entitled thereto as heir at law, and reciting that said Sarah, the elder, had agreed with said Richard, her son, on behalf of said Sarah, her daughter, for the absolute purchase of said premises for 550*l.*, subject to her dower and thirds. Release accordingly.

1815. May 10.—Indenture between John Hodgson, esq., Elswick House, and Sarah his wife, and Percival Fenwick, esq., Newcastle. Whereas under the will of Richd. Huntley, late of New Road, Newcastle, father of said Sarah Hodgson, said John and Sarah Hodgson are entitled in right of said Sarah to various messuages, etc., the said John and Sarah agree to subject said properties to John alone and to levy a fine limiting same to certain uses to the intent that neither said Sarah nor any future wife of said John may become entitled to dower, etc. Fine levied accordingly, P. Fenwick, plaintiff, and John and Sarah Hodgson, deforciant, of 8 messuages in the parish of St. Nicholas, Newcastle.

1833. June 1 and 3.—Indentures of lease and release between (1) Sarah Hodgson of Elswick, widow of John Hodgson, esq., decd.; (2) John Hodgson, esq., Elswick, son and heir of said John, decd., and said Sarah; (3) Robert Leadbitter, gent., Newcastle, and (4) James Kirsopp, esq., The Spital, Hexham, whereby for a sum of 800*l.*, the messuage in Westgate Street was released to said Kirsopp in trust for said Leadbitter. Recital that Sarah Huntley intermarried with John Hodgson the father in 1803, and that he died in 1820, leaving said John his son and heir.

HOUSE IN WESTGATE STREET, NO. 2. [G.B.R.]

1724.—Indenture by which for 600*l.* George Ledgard conveyed to Utrick Whitfield, esq., both of Newcastle, a messuage in Westgate Street, formerly occupied by John Hutchinson, joiner, afterwards by John Rumney, mercht., decd., and now by said Ledgard, bounded by a messuage formerly occupied by Wm. Christian, esq., and now by Mary, widow of John Milbank, E., a messuage and garden formerly occupied by John Pace, butcher, and now by said Ledgard, W., the street of Westgate, N., and the town walls S., and also the messuage and garden above named as formerly occupied by John Pace, bounded by a chare leading from Westgate Street to the town wall, called 'Prover Chaire,' W.

1746. Dec. 10.—Will of Utrick Whitfield of Newburn, esq.:—To Edw. Collingwood of Chirton, esq., in trust for his widow during her life, his houses etc., at Newburn; to brother Matthew and wife 20*l.* each for mourning; to Ann, wife of nephew, Robt. Whitfield, 10*l.*; to Dorothy, widow of Thos. Lambton, gent., 50*l.*; to Barbara, daughter of said Thos. Lambton, 800*l.*; to Elizabeth, daughter of said nephew Robt. Whitfield, 1,200*l.*; to Mary, her sister, 800*l.*; to James Wilkinson, Newcastle, merchant, and his wife 10*l.* each for mourning; to Robt. Friend, 20*l.*; to Rev. Mr. Allison, 5*l.*; to Rev. Mr. Varty, 5*l.*; to godson, Wm. Brown, Throckley Pithouses, 10*l.*; to Mary, wife of M. Richardson, Newburn, 10*l.*; to servants, Will. Liddell, 5*l.*, Eliz. Alder, 5*l.*, and Will. Fawcus, gardener, 5*l.*; to wife's maid, 4*l.*; to Rev. Robt. Eden, 200*l.*; to Rev. Mr. Featherston, lecturer of All Saints, 5*l.*; to Hannah, daughter of

late nephew, Utrick Reay, 600*l.*; to said niece Whitfield 10*s.* weekly for separate use; to nephew Joseph Reay all the rest, etc., and he to be sole executor, also guardian of said Elizth. and Mary Whitfield during their minorities.

SNOWDON'S CLOSES. [G.B.R.]

1765. Aug. 12 and 13.—Indentures of lease and release, the release being of 16 parts, viz. :—(1) The Hon. Edward Montagu,* St. George's, Hanover Square, London, esq.; (2) Anthony Isaacson, sen., of Newcastle, esq., but then residing at Dover, and Hannah his wife; (3) Anthony Isaacson, jun., esq., son and heir apparent of Anthony Isaacson, sen.; (4) William Archdeacon, Newcastle, esq. and Mary his wife; (5) Snow Clayton, Newcastle, linen draper, and Catherine Clayton, spinster; (6) Charles Selbye of Earl, Northumberland, gent.; (7) Warren Maude, Sunnyside, Durham, gent.; (8) Christopher Fawcett, Newcastle, esq., and Rev. Jno. Ellison, curate of St. Nicholas; (9) Joseph Dodd, Staindrop, gent., and William Cuthbert, Newcastle, gent.; (10) Hugh Awdos, Sunderland near the Sea, gent.; (11) Elizabeth Heath, Newcastle, widow; (12) Rev. John Thompson, Newcastle, clerk; (13) Rowland Burdon, Newcastle, esq.; (14) Stephen Watson, North Seaton, Northumberland, esq.; (15) John Whitaker, Newcastle, gent.; (16) William Peareth, sen., Newcastle, esq.

Reciting that John Rogers, late of Newcastle, esq., died several years ago, leaving John Rogers, late of Newcastle, decd., his only son and heir and Mary and Sarah Rogers his only daughters of the whole blood; that Mary married Sir Wm. Creagh, knt., and Sarah married the hon. Charles Montagu; that Dame Mary Creagh had issue two daughters Mary and Margaret, which said Mary married Dominick Archdeacon, of Cork, merchant, father of said William Archdeacon, and Margaret married Anthony Isaacson, Newcastle, esq., father of said Anthony Isaacson, sen., and the said Mary Archdeacon died leaving said William Archdeacon, her eldest son and heir, and the said Margaret Isaacson died leaving said Anthony Isaacson, sen., her eldest son and heir, and said Sarah Montagu died leaving said Edward Montagu, her eldest son and heir. Reciting also that said John Rogers, the son, was at his death seised of a large estate—manors, collieries, etc., in Northumberland, Durham and Newcastle—and by his will, dated April 20, 1711, devised to his mother, Elizabeth Rogers, all his lands, etc., in Bramston, Lamesley, Ravensworth, Harburn, Parkhead and Jarrow, co. Durham, with his lands at Hinley, co. Northumberland, and his house in Newcastle, wherein

* Copious details respecting the families of Rogers, Montagu, Archdeacon, etc., are to be found in Tomlinson, *Denton Hall and its Associations*. Dr. Doran tells the story of Mrs. Elizabeth Montagu and her friends in *A Lady of the Last Century*, and biographies of Sir Wm. Creagh and Dr. Nathaniel Ellison appear in *Men of Mark 'Twixt Tyne and Tweed*.

his mother lived, and houses and shops at the Cross there, wherein Mr. Francis Salkeld and Mr. Ralph Mitford lived, and all other estate which came to him by his said mother, and he also gave to her his estates at Denton, Sugley, Throckley, Newbiggin, Scotchwood, Puncheon's Rigg and North Sheales, his collieries and saltpans at Cullercoats, Monkseaton, Whitley and Hartley, with all his lands and staiths at Mollsmeadows, his houses at Newcastle called My Lady Blackett's and Poyds House in the Close for life. But if she should marry again and have issue then he gave the same estates to her issue for ever; failing them the property to be distributed at her death as follows:—To his cousin, Francis Creagh, esq., and his heirs, the estates at Denton, Sugley colliery and staiths and the lease of Newbiggin intack; to his cousin Anthony Isaacson and his heirs the houses in the Close called My Lady Blackett's, with lands and staiths called Mollsmeadows; to his cousin, Sarah Creagh and her heirs, Poyds House in the Close, with his farm at Throckley and his wood at Lamesley; to his aunt Montagu's four children (Edward, Jemima, Crewe and John) in equal shares his lands, houses, mills, collieries, etc., at Chester and his interest in Bensham colliery; to Ann Delaval, daughter of Sir John Delaval, bart. [whom he married two years later], his lands, etc., at North Seaton to enter upon the day of her marriage, also his lands, etc., at Rudchester upon terms and conditions mentioned; to his three cousins Francis and Sarah Creagh and Margaret Isaacson two thirds of said estates equally amongst them and the other third to his four cousins Montagu in equal shares; to Col. Nathaniel Blackstone and his heirs all his interest at Cullercoats, collieries at Whitley and Monkseaton, saltpans, etc., to enter upon after his mother's decease.

And further reciting that said John Rogers, having cancelled his will after execution thereof, and being afterwards minded that the same should again take effect, did by a certain writing dated Oct. 10, 1715, declare that said will was agreeable to his mind and intent and thereby republished the same, with declaration, attestation, etc.

And also reciting that by codicil dated Oct. 10, 1715, he directed that the lands, etc., at Denton, Sugley, Throckley, Newbiggin, Scotchwood, Puncheon's Rigg, North Seaton, Mollsmeadows and houses in Newcastle heretofore bequeathed to his mother for life, with several remainders, should, together with his house and croft in Newcastle, continue to his mother for life, with remainder to his wife for life and after her death to the heirs of her body by any second husband, except such second husband should be Edward Delaval of Dissington, esq., or his son, and in default of such issue the will to remain as written; all lands, etc., not otherwise devised to go to his said mother.

And also reciting that all the devisees named in said will (except Edward Montagu and Jemima his sister) died in the lifetime of the testator; that the testator died on June 24, 1758, without altering his will, leaving said Edward

Montagu, Anthony Isaacson, sen., and William Archdeacon his coheirs at law, and entitled to a fourth of the lands devised to the children of testator's aunt Montagu, a fourth of a third of lands at North Seaton and Rudchester, and said Jemima having died without issue, or making a will, her interest became vested in said Edward Montagu as her only brother and heir at law.

And further reciting that the devises contained in said will of John Rogers, the son (except those to said Edward and Jemima) having lapsed through the death of the devisees in testator's lifetime, the lands, etc., became vested in said Edward Montagu, Anthony Isaacson, sen., and William Archdeacon, as heirs at law in the proportions following:—one half to Edward Montagu and one fourth each to Isaacson, sen., and Wm. Archdeacon.

And also reciting that by indenture, dated March 7 last, between (1) said Edward Montagu; (2) said Anthony Isaacson, sen., and Hannah, his wife, and Anthony Isaacson, jun.; and (3) said William Archdeacon and Mary his wife, it was agreed to divide the estate in manner therein provided, and said Anthony, sen. and jun., and Hannah, their assigns and mortgagees, and said Christopher Fawcett, John Ellison and John Thompson, agreed that on or before Sept. 29, at the request of the said Edward Montagu, they would by a fine and other sufficient conveyances assure to the use of the said Montagu and such other persons as he should appoint all those the several undivided parts, shares, purparties, etc., belonging to them, the said Isaacsons and the said Archdeacon, of and in (amongst divers manors, messuages, etc., therein described) all that close called Snowdon's close, in the parish of St. Andrew, Newcastle, without the walls, but within the liberties of the town.

It is by the indenture of 16 parts now in recital, among other things witnessed, that for the considerations therein mentioned, they, the said Selbye, Maude, Dodd, Cuthbert Awdos and Thompson, at the request of said Isaacsons and wife, Montagu, Archdeacon and wife, Fawcett and Ellison, did, according to their respective interests, release unto said Peareth, the said close, and Montagu, the Isaacsons and Archdeacons covenanted to levy a fine, etc.

Trinity Term, 1765.—Entry of a fine; Wm. Peareth, plaintiff, Edward Montagu, Anthony Isaacson, sen., and his wife, and William Archdeacon and his wife, deforciant, of 6 messuages, 6 stables, 2 coach-houses, 6 gardens and 15 acres of land, and of a moiety of 3 messuages, 3 stables, and 3 gardens with appurtenances in the parishes of St. Nicholas, St. John, All Saints and St. Andrew, Newcastle.

1774. March 16.—The said Edward Montagu made a codicil to his will, and taking notice that his brother James and sister Jemima (Lady Meadows) being dead, his dear wife would be entitled to the whole of his estate upon condition of paying certain legacies, did thereby give to his said dear wife, Elizabeth Montagu, all his real and personal estate whatsoever and where-soever, etc.

1782. June 27 and 28.—Indentures of lease and release by which Elizabeth, widow of Edward Montagu, decd., for 850*l.* 10*s.* released to Nathaniel Ellison, clerk, and Robert Thorp, clerk, one moiety of a piece of ground called Paws-ton's close, otherwise Snowdon's close and Pawton Dean, otherwise Pandon Dean, then in the occupation of William Loftus, as tenant of said Elizth. Montagu and said Nathaniel Ellison, owner of the other moiety thereof.

(Concerning the other Moiety.)

1762. April 20.—Indenture between Sir Thomas Clavering of Axwell Park, bart., maternal heir at law of John Rogers, decd. (the said Sir Thomas being eldest son and heir of Sir James Clavering, late of Whitehouse, bart., decd., who was the only son and heir of James Clavering of Greencroft, esq., by Jane his wife, sister of Elizabeth Rogers, mother of said John Rogers), and Leonard Martin of the Liberty of the Rolls, Middlesex, gent., whereby said Clavering covenanted with said Martin to levy a fine, *inter alia*, of one moiety of all those two closes [names as before] containing together about 14 acres in the several tenures of Giles Alcock and Mary Roe, widow.

Easter Term, 1762.—Entry of a fine: Leonard Martin, plaintiff, Sir Thos. Clavering, deforciant, of, *inter alia*, 10 acres of meadow and 10 acres of pasture with appurtenances in Newcastle.

1780. Nov. 1 and 2.—Indentures of lease and release by which, for 1,000*l.*, Sir Thomas Clavering released to Rev. Nathaniel Ellison, clerk, and Rev. Robt. Thorp, M.A., vicar of Chillingham, the said Clavering's moiety of the premises, to hold same in trust as to the estate granted to said Thorp for said Ellison.

(As to the whole.)

1796. June 17 and 18.—Indentures of lease, release and assignment by which Rev. Nathaniel Ellison conveyed to Charles Wren, esq., Newcastle, all those pieces of ground adjoining Saville Row purchased by him of Sir Thos. Clavering, Mrs. Montagu, Devergy Lisle and — Huntley and all his freehold messuages, lands, etc., in All Saints' and St. Andrew's parishes, Newcastle, to the use of said Ellison for life, then to the use of said Wren upon trust to sell the same and pay the money to the executors of said Ellison, to be by them applied as said Ellison should direct them to apply the residue of his personal estate.

1801. June 4 and 5.—Indentures of lease and release between (1) Cecilia Wren, Newcastle, spinster, and the Rev. John Bacon of Bishop Auckland, clerk, and Isabella his wife, sister of Cecilia, coheiresses of Charles Wren, decd.; (2) Jane Ellison, Newcastle, relict and surviving executor of said Nathaniel Ellison, decd., Mary Ellison, spinster, Jane Ellison, the younger, spinster, Ralph Bates, Newcastle, esq., and Sarah his wife, which said Mary, Jane, jun., and Sarah, were three of the daughters of said Nathaniel, and

(3) said Ralph Bates and Robert Shafto Hedley, esq., alderman of Newcastle. Reciting the indentures of June 17 and 18, 1796, and that said Nathaniel died about August 1, 1798, having made his will on June 22, 1796, whereby, after giving certain legacies, he gave the residue of his personal estate to his executors, viz., his widow Jane Ellison and Charles Wren, upon trust to call in and invest same as directed, which will they duly proved. And reciting that Charles Wren died about Jan. 29, 1799, without having acted in the execution of the trusts named in the deed of June, 1796, and the said Jane, sen., Mary, Jane, jun., and Sarah, being desirous that the trusts should be rendered effective, had requested said Cecilia Wren and John and Isabella Bacon to convey to said Bates and Hedley all the aforesaid premises. Conveyance accordingly, with covenant to levy a fine, etc.

Trinity Term, 1801.—Entry of a fine between Ralph Bates and R. S. Hedley, plaintiffs; John Bacon and Isabella his wife, deforciant, of, *inter alia*, 2 messuages, 1 water mill, 2 coach houses, 4 stables, 6 gardens, 6 orchards, 30 acres of land, 30 of meadow and 30 of pasture in the chapelries of All Saints and St Andrew, Newcastle.

[It appearing that Robert Thorp should have joined in the above indenture, another deed, dated April 15 and 16, 1803, was executed by him, conveying his interest in the premises to Bates and Hedley. Hedley died in the May following.]

1811. Feb. 3.—Ralph Bates, described as of Milbourne Hall, esq., by his will of this date, devised unto his brother in law Nathaniel Ellison, esq., and William Burrell of Broom Park, esq., all such real estate as was vested in him upon any trusts, to hold the same upon the several trusts affecting the same. Ralph Bates died June 6, 1813. Will proved at Durham, Nov. 3, 1813.

1816. April 24 and 25.—Indentures of lease and release between (1) William Burrell and Nathaniel Ellison; (2) Jane Ellison, widow of Nathaniel Ellison, clerk, decd., and Mary and Jane Ellison, spinsters, all of Newcastle, Sarah Bates, of Milbourne Hall, widow, Elizabeth Werge, Newcastle, widow, Alexander Innes, post captain in the navy and Ann his wife, Rev. Noel Thomas Ellison, of Baliol Coll., Oxon., and Margaret Ellison, Newcastle, spinster (which said Mary and Jane Ellison, jun., Sarah Bates, Elizth. Werge, Ann Innes, Noel Thomas, Margaret and Nathaniel Ellison, parties hereto; and Peregrine George Ellison, Newcastle, gent., survived Charles Ellison, their brother, and are children of said Nathaniel Ellison, decd.); (3) said Peregrine George Ellison. By this indenture, for convenience of administration of the trusts contained in the will of said Nathaniel, decd., the parties of the first and second parts released to said Peregrine George all those said 2 closes and all other lands, etc., to said Nathaniel formerly belonging, to hold same upon the several uses, trusts, etc., to which said premises stood liable under the indentures of June, 1796, and for no other purpose.

1825. Nov. 8.—Will of said Jane Ellison, sen., whereof she appointed said P. G. Ellison sole executor. Testatrix died Oct. 3, 1828. Will proved at Durham, April 4, 1829.

1839. March 9.—Indenture by which said P. G. Ellison conveyed to Anthony Barkas, Newcastle, tailor, a piece of the land above described, situate in Oxford Street, containing about 123 square yards for building purposes.

HOUSE IN PILGRIM STREET, NO. 1. [E.W.D.]

1703. April 12.—Will of John Humble, Newcastle, gent., whereby he gave to Jane his wife his house that he lived in and the house that Dr. Thos. Davison then lived in for life, and for the education, etc., of their 4 children—Arthur, Jane, Ralph and Robert—and after her death to Arthur and his heirs male, subject to portions of 100%. for Jane and 50%. each for Ralph and Robert. Wife sole executrix.

1714. May 11.—For 150%. advanced by Nicholas Burdon, South Shields, master and mariner, Jane Humble of Newcastle, widow, and Ralph Humble of London, bookbinder, mortgage to him all that messuage, etc., bought of John Potts, skinner and glover, Newcastle, decd., and Isabell his wife, by said Jno. Humble and by him newly erected in Pilgrim Street,* and now in possession of Elizth. Barnes, widow, Michael Bland and Ann Segull, bounded by Arrick Burn, E., Pilgrim Street, W., a tenement formerly held by Geo. Clarke and late by Thos. Golightly, N., and a tenement formerly held by Mary Dixfield, widow, and late by Wm. Sherwood, mason, and Richd. Donkin, baker, S.

1714-15. Feb. 1 and 2.—Indentures of lease and release from Ralph and Robt. Humble and Jane Humble, spinster, children of late Jno. Humble, to Isabell and Mary Sharper by which, for securing 100%. said Humbles granted to said Sharpers the house and garden in Pilgrim Street occupied formerly by Jane Humble, widow, Robt. Thomlinson, clerk, and Michael Bland, merchant, and now by Mrs. Elizth. Barnes, widow, Mr. Ralph Featherstonehaugh and Mr. Thos. Bigge.

1717. April 30 and May 1.—Indentures of lease and release between (1) I. and M. Sharper; (2) Ralph, Robt. and Jane Humble; (3) Jno. Cuthbert,

* The property herein described (rebuilt in 1906 and named 'Pilgrim House') is seen in these deeds passing through the hands of several public men in Newcastle. Notable among them are Dr. Robert Thomlinson, founder of the Thomlinson Library; John Cuthbert, William Cuthbert, Edward Collingwood and Christopher Fawcett, four of the recorders of Newcastle; Alderman Hugh Hornby, who wrote a MS. history of the town from which was taken Richardson's Imprint, *Extracts from the Municipal Accounts of Newcastle*; Nathaniel Clayton, town clerk, and Anthony Clapham, known far and wide as the owner of Friar's goose chimney, which was then the highest in England.

Newcastle, sergeant at law, by which, upon payment of the 100*l.* mortgage and interest, the property was released to said Cuthbert, who also agreed to purchase the same for 410*l.*

1717. May 1.—Assignment of 4 parts: (1) Nicholas Burdon; (2) Ralph Humble; (3) Robt. Cuthbert, Newcastle, gent., and (4) said Jno. Cuthbert, by which Jno. Cuthbert having paid to N. Burdon the 150*l.*, advanced May 11, 1714, acquired his interest in the property.—Similar deed tripartite between said Burdon, Humble and the two Cuthberts, by which the property was conveyed to said Robt. Cuthbert, as trustee for said John Cuthbert, for the remainder of the 500 years, etc.

1717. (Date missing).—Indenture between (1) Nicholas Burdon; (2) Thos. Robinson, Newcastle, merchant, and Jane his wife, formerly Jane Humble, spinster; (3) John Cuthbert. Reciting the will of Jno. Humble and that the legacy of 100*l.* therein named had not been paid to Jane Humble, now Robinson: reciting also the deed of May 11, 1714, and declaring that, for considerations therein named, said Nich. Burdon granted, etc., to said Jno. Cuthbert, his executors, etc., the said legacy of 100*l.*, and said Robinson and wife released to said Jno. Cuthbert all their right to said premises and the legacy thereon charged.

1731. June 14 and 15.—Indentures of lease and release between (1) Dorothy, widow of said Jno. Cuthbert, and Rev. Richd. Cuthbert, Fellow of Trin. Coll., Camb., one of the sons of said John Cuthbert by said Dorothy; (2) Wm. Cuthbert, Newcastle, eldest son and heir of said John; (3) Thos. Clennell, Newcastle, barrister, by which for 575*l.* to said Dorothy and Richard paid by said Clennell, and 5*s.* to said William the said premises, in his actual possession, were granted, etc., to said Clennell. [N.B.—This deed was not executed by Mrs. Cuthbert.]

1731. June 15.—Indenture of assignment (1) Wm. Cuthbert, administrator of said Robt. Cuthbert, decd.; (2) said Dorothy and Richd. Cuthbert; (3) Edwd. Collingwood, Newcastle, esq.; (4) said Thos. Clennell; by which for considerations named above and 5*s.* paid by Clennell to said Wm. Cuthbert, said William, at the request of said Dorothy and Richard, set over to said Collingwood, as trustee for said Clennell, the said premises for remainder of the 500 years.

1745. April 29 and 30.—Indentures of lease and release between (1) Wm. Cuthbert, Recorder, heir at law to Dorothy and Jno. Cuthbert, both decd.; (2) Thos. Clennell then of West Lilburn; (3) Edwd. Stewart, Newcastle, gent. Reciting that Jno. Cuthbert by his will devised said premises to Dorothy and that said Clennell bought them of her, but she died without executing the deed [of June, 1731]; also that by deed of July 13, 1733, the premises were duly assigned to Clennell by Rich., Geo. and Margt. Cuthbert, children named in said Dorothy's will; also that said Stewart had agreed to purchase same. Conveyance accordingly.

1745. April 30.—Similar conveyance whereby Edwd. Collingwood, at request of said Thos. Clennell, set over to Percival Clennell, Newcastle, esq., as trustee of said Thos., all estate, etc., in the premises for remainder of 500 years.

1746-7. Feb. 3 and 4.—Indentures of lease and release whereby said Collingwood granted to Julian and Ann Shaftoe, Newcastle, spinsters, all said premises, in actual possession of said Shaftoes, with proviso for avoidance upon payment by Edwd. Stewart of 150*l.* to Julian and 150*l.* to Ann Shaftoe with interest, etc.

1762. July 6 and 7.—Indentures of lease and release by which Edward Stewart, having borrowed of Christopher Fawcett, Newcastle, esq., 500*l.*, granted to said Fawcett all said premises. [Edw. Stewart is described as 'heretofore called Edwd. Clarke, eldest son and heir of Wm. Clarke, master and mariner, and elder brother of Wm. Clarke, master and mariner.']

1762. Nov. 20.—Deed by which Julian and Ann Shaftoe, Chris. Fawcett and Edwd. Stewart convey the premises for 910*l.* to Hugh Hornby, Newcastle, esq.

1790. Aug. 28.—Hugh Hornby assigned the premises in trust to Nathaniel Clayton, town clerk of Newcastle, and executor of Snow Clayton, decd., who by his will, dated Dec. 25, 1789, bequeathed to his sister Ann, wife of Hugh Hornby, 1,000*l.*, and she had requested that sum to be invested in purchase of the premises under settlement for her separate use.

1799. Feb. 5.—Will of Ann Hornby [*ob.* Oct. 24, 1802], widow of Hugh Hornby, bequeathing to daughter Ann the books, MSS. and prints of her late husband; to daughter Mary, wife of Bowes Fenwick, the portrait of her late husband and then to Hugh her son; the house and garden in Pilgrim Street to her son Hugh and James Jno. Davis in trust for sale, with other effects, and division in equal fourths to her children Ann, Mary, Hugh and Nathaniel, the latter in trust during joint lives of himself and wife.

1803. Feb. 11.—Deed by which Nath. Clayton, Hugh Hornby of St. Clement Danes, London, Edwd. Collingwood, executor of Edwd. Collingwood, and others, conveyed the premises to Anthony Clapham, common brewer.

1811. Jan. 30.—Deed by which out of natural love and affection, Anth. Clapham, sen., released to his son, Anth. Clapham, jun., chemist and druggist, and John Forster, oil and colourman, Newcastle, as trustees, all said premises, etc.

1831. March 17.—Deed by which Anthony Clapham, of Benwell Grove, gent., conveyed the premises to James Gilpin, chemist.

HOUSES IN PILGRIM STREET, NO. 2. [C.H.B.]

1725. July 31.—Draft of a deed for renewing a mortgage upon houses in the lower part of Pilgrim Street, but as no signatures are attached it is

doubtful whether the deed was ever executed.* The parties to it are (1) William Turner, smith and hardwareman, Thomas Armstrong, hostman, executor of Thomas Fenwick, joiner, decd., all of Newcastle, Anne Alder, widow, Wylam, sister and coheir of said Fenwick, Richard Brown, yeoman, Wylam, and Margaret his wife, another sister of said Fenwick, William Spooore, yeoman, Kibblesworth, nephew and another coheir of said Fenwick; (2) Henry Hills, gent., Black Callerton; (3) Joseph Weddle, gent., Mousen, co. Northumberland, devisee of Joseph Tulip, gent., Newcastle, decd. The premises are described as (1) a messuage, with summer house, garden, etc., sometime in possession of Thos. Fenwick and late in the occupation of Joseph Forster and Matthew Rogers; (2) a messuage, formerly occupied by Robt. Snawdon, Lewis Presise and Mary Trumble; (3) a messuage sometime occupied by Samuel London, mercht., Alexander Hall, house carpenter, and Anne Watson, widow, and late by Hen. Marshall and Jacob Denham; (4) a messuage in the occupation of Geo. Carr, sailor; bounding upon a messuage formerly occupied by Robt. Bullman and late of Wm. Preston, plumber, S., upon Nether Dean Bridge, N., the Wheat Market, E., and a messuage formerly occupied by Wm. Soulsby, plumber, and now by Mary Soulsby, widow, and Daniel Collingwood, W.

HOUSES IN PILGRIM STREET, NO. 3. [R.W.]

1735. May 1 and 2.—Indentures of lease and release by which, for 21*l.*, Dorothy Pattison, Newcastle, widow, released to Robt. Robson, Newcastle, smith, the messuages, yard, etc., opposite All Saints' Church, 28 feet long in front, 44 feet at back and 44 feet in breadth, bounding upon messuage of Wm. Johnson, bricklayer, E.; messuage of Thos. Slater, smith, W., Pilgrim Street, N., and a stable, late belonging to Rev. Leonard Shafto, decd., S.

1739. July 4.—Indenture between Robt. Robson, smith, and Sarah Davison, spinster, whereby for securing 60*l.* loan from Davison, Robson granted, etc., all that new built messuage of 10 firerooms, with two shops beneath and yard behind (28×44×44 as above), occupied by Thos. Wilkinson, joiner, Jas. Story, butcher, and others, to hold for 500 years at the yearly rent of a peppercorn.

1748. Oct. 18.—Letters of administration to Wm. Lake, jun., Newcastle, creditor of Sarah Davison, decd.

1751. July 4.—Indenture tripartite: (1) Wm. Lake; (2) Robt. Robson; (3) Margt. Halliday, Newcastle, widow. The said 60*l.* not having been paid, and arrears amounting to 93*l.* having accrued, Wm. Lake, for 93*l.* paid to him and 37*l.* paid to Robson (in all 130*l.*) by said Halliday conveyed to her all the said premises during residue of said term of 500 years.

* Inserted here for any value that may attach to the enumeration of names and places.

1755. Dec. 20.—Will of Robt. Robson, in which he gives his wife, Alice, the foreshop and back room, with the back shop belonging thereto at the foot of Pilgrim Street and all his household goods for life, with remainder to his daughter, Grace Robson, and his grand-daughter, Isabella Smith; also to said Grace and Isabella the 14 rooms to said messuage belonging. To Walter Smith, son-in-law, 21s. Sole executrix, daughter Grace.

1756. July 24.—Indenture tripartite—(1) Margt. Halliday; (2) Robt. Robson; (3) Chas. Ward, Newcastle, clerk. Reciting deeds of 1739 and 1751, and that interest, but not the 130*l.*, had been paid, and that Ward had advanced to Halliday 130*l.*, in consideration of which, Halliday, with Robson's consent, assigned to Ward the said premises for remainder of term.

1760. March 3.—Indenture between said Chas. Ward and Mary Brown, Newcastle, widow. Reciting previous deeds and that interest, but not the 130*l.*, had been paid, and that Mary Brown had agreed to advance the money. Assignment by Mary Brown accordingly. Bond of Grace Robson to Mary Brown in 260*l.*

1761. March 25.—Similar assignment by Mary Brown to Walter Smith, jun., Newcastle, victualler, for 130*l.*

1775. Aug. 7.—Indenture between (1) Tabitha, widow of said Walter Smith and Wm. Monkhouse, Newcastle, wine merchant, joint executors of said Smith; (2) Isabella Smith, Newcastle, spinster, grand-daughter and devisee of Robt. Robson, decd., and daughter and devisee of Walter Smith, decd. Reciting previous deeds and that Walter Smith bequeathed to said Isabella the 130*l.* mortgage, with all interest due, and that there was due 187*l.* 10s. 9*½d.* Assignment of the premises from Tabitha Smith and Wm. Monkhouse to said Isabella.

1776. Feb. 1 and 2.—Indentures of lease and release between (1) Isabella Smith, who had survived Grace Robson [buried March 18, 1762]; (2) James Ditchburn Slater, Newcastle, gent., whereby, for 260*l.*, said Isabella did absolutely sell to Slater all those messuages, containing 16 firerooms with 2 shops beneath and yard behind as rebuilt by Robt. Robson, decd., occupied by Jas. Tate, David Stuart, Jas. Cumberledge, Robt. Wilson and others, facing All Saints, bounded by messuage formerly Wm. Johnson's and now owned by Henry Sanderson, bricklayer, and Esther his wife, E.; a messuage of Thos. Slater, smith, W.; Pilgrim Street, N., and a stable, formerly Shafto's, then belonging to John Stephenson, esq., now to Aubone Surtees, esq., S. Free from encumbrance, save 13s. 8*d.* yearly to church wardens of All Saints, and 1s. yearly to said Henry and Esther Sanderson for liberty of placing timber on their wall.

1776. Feb. 3.—Indenture, whereby for 200*l.* at 4½ per cent. interest, Jas. Ditchburn Slater demised said premises for 1,000 years to Wm. Bulman of Dam Dykes, Northumberland, gent.

1778. Feb. 14.—Indenture between (1) Wm. Bulman; (2) J. D. Slater; (3) Mary Wilson, Newcastle, spinster, whereby Wilson advanced the 200*l.* and took an assignment of the property.

1787. March 6.—Indenture between (1) Chas. Roper, Octon Grange, Yorkshire, gent., and Mary his wife (formerly Mary Wilson); (2) Ann Slater, devisee of J. D. Slater, her son, decd.; (3) Fenwick Vickerson, Eslington Well Heads, Northumberland, farmer. Reciting deeds of 1776 and 1778, and that said Slater bequeathed the premises in Pilgrim Street to Thos. and Ann Slater his father and mother, that Thos. was dead and Ann his wife survived, that the 200*l.* was still due to Mary Roper and that Vickerson had agreed to advance the money. Assignment accordingly.

1810. July 15.—Lease for a year (release missing) from Robt. Yellowley, Newcastle, merchant, to Hen. Coward, of Preston, Northumberland, esq., Jonathan Hilton and John Gray, Newcastle, merchants, of all those messuages, shop and parcel of ground on the north side of High Street, North Shields, bounded by premises of Wm. Linskill, esq., W.; the executors of John Noble, decd., E., Shields Bank-top, N., and the town street aforesaid S.; and also of two messuages near the foot of Pilgrim Street to the intent that said Coward, Hilton and Gray might take a release of said premises bearing date the day after.

1810. Sep. 29.—Indenture of release between (1) Robt. Yellowley, Newcastle, devisee in the will of Ann Slater, decd.; (2) Hen. Coward, esq., Jonathan Hilton and John Gray, Newcastle, merchants; (3) James Robertson, Newcastle, gent. Reciting lease and release of July 15 and 16 last, by which 2 messuages in Pilgrim Street, being, with other premises, released to said Coward, Hilton and Gray upon trust to sell the same and apply the money in discharge of sums therein mentioned, they had contracted with Robertson to sell for 200*l.*, subject to the 1,000 years mortgage of 1776, now vested in F. Vickerson, now of Earsdon, farmer, for securing 200*l.* and interest. As the July lease and release related to other premises of far greater value, it was agreed that same should remain with Coward, Hilton and Gray, with covenant to produce.

1811. Nov. 2.—Indenture by which Jas. Robertson mortgaged for 100*l.* advanced by Thos. Harvey, Gateshead, esq., the aforesaid messuages, subject to the mortgage term of 1,000 years. Mem. Harvey died June 18, 1821, and on Sept. 6, 1822, administration was granted to Mary (wife of Peregrine Geo. Ellison), only child of Frederick Horn, surgeon, by Thomasine his wife, deceased, one of the residuary legatees. Mary Ellison died Dec. 9, 1827, and on Jan. 10, 1828, administration of Harvey's effects were granted to said P. G. Ellison.

1817. July 16.—Indenture between Fenwick Vickerson and Henry Wright, South Shields, shipwright. Reciting that the 200*l.* and small arrears of

interest being still due to F. Vickerson, and John Vickerson, his brother, having become indebted to Wright and his partners—Wm. Harle, Robt. Gothard, Jas. Craster, Robt. Ward Browell and Taylor Winship, who had since become bankrupt—in the sum of 215*l.* 10*s.*, for payment of which sum F. Vickerson (Nov. 13, 1815) joined with John in a promissory note to Wright (and the rest), he, the said F. Vickerson, for better securing of that sum had agreed to assign the premises to Wright.

1828. Sept. 11 and 12.—Indentures of lease and release between (1) Henry Wright; (2) Peregrine Geo. Ellison; (3) James Robertson, Newcastle, gent.; (4) John Falconer, Newcastle, baker; (5) Rev. Robt Arthur; (6) John Clayton, esq. Reciting previous documents and that 200*l.* was still due to H. Wright, and 100*l.* to P. G. Ellison as administrator aforesaid; that John Falconer had agreed to purchase the premises for 680*l.*; that thereout the 200*l.* should be paid to Wright and the term of 1,000 years should be assigned to Clayton; that the 100*l.* should be paid thereout to Ellison and the term of 500 years should be assigned to Falconer to be merged in the inheritance, and that in consideration of these payments and of 380*l.* to Robertson, he, the said Robertson, granted, etc., all those 16 fire rooms, shops, etc., occupied by himself, Parker and Emery, Jas. Barrass, John Clarke and others to said Falconer.*

1738. Oct. 9.—Lease for a year (release missing), whereby Henry Suffel, cordwainer, London, and Elizabeth his wife, daughter and heir of Wm. Wilson, Newcastle, baker, decd., granted to Zechariah Dunn, of Bridlington, merchant, a messuage on the west side of Pilgrim Street, formerly in possession of said Wilson, bounded by a messuage formerly of Anne Ledgard and now of Anne Burdus, widow, N.; a messuage formerly of Christopher Ellison, butcher, and now of the heir of the Rev. Leonard Shaftoe, decd., S., Pilgrim Street, E., a garden formerly of Anne Ledgard and now of Rev. L. Shaftoe's heir, and an old stone wall behind, W.

1790. Jan. 7.—Indentures of lease and release, whereby Thos. Robinson, Newcastle, merchant, grandson and one of the devisees of the will of Martha Huntley, Newcastle, widow, for 50*l.* 3*s.*, released to Eleanor, wife of Wm. Trotter, Newcastle, mariner, Martha, wife of Ralph Dixon, mariner, Hannah, wife of John Hogg, mariner, and Ann, wife of Robt. Grey, mariner, all of

* Parson and White's *Directory*, 1827, assigns to these shops the numbers 187 and 188 Pilgrim Street, thus:—'Parker and Amry [*sic*], cabt. makers, Dog Bank and 187, Pilgrim St.; James Robertson, umbrella maker, 188, Pilgrim St., h. 4 Albion St.' John Falconer, the purchaser, is described as a 'public baker,' at 184, Pilgrim Street. Peregrine Geo. Ellison, great-grandson of Dr. Nathaniel Ellison, vicar of Newcastle 1694-1721, known to many of us as a solicitor in the Royal Arcade, died Dec. 13, 1869, aged 83. See also *ante* p. 74.

North Shields, grand-daughters of said Martha Huntley, and daughters of Martha Akenhead, decd., another of Martha Huntley's devisees, all his third part of the messuage in Pilgrim Street, formerly Wm. Wilson's, and now in the tenure of Edwd. Henderson, baker, John Russell, tailor, and others.

1812. Aug. 5.—Lease for a year (release missing), whereby Wm. Trotter, Newcastle, flour merchant, and Eleanor his wife; James Dixon, Newcastle, cordwainer, son-and-heir of Martha Dixon, North Shields, decd., Hannah Hogg, North Shields, widow; John Veal and Ann his wife, widow of Robt. Grey, all daughters of Martha Akenhead, decd., grant the messuage above named to Wm. Summers of Newcastle, baker.

HOUSE IN PILGRIM STREET (EAST SIDE), NO. 4. [C.-E.]

1747-8. Feb. 25.—Lease for 9 years at 30*l.* per annum from Hester Williams, spinster, to Ann Thomlinson, widow, both of Newcastle, of the N. part of a messuage on the E. side of Pilgrim Street with stable and brewhouse and rooms and lofts above; also the summer house, with rooms above and below; the garden, etc., with liberty to use jointly with lessor the brewhouse, pump and court yard and 'the waste or convenient place used by the respective inhabitants of the same for laying and putting the ashes bred in their respective families,' with right of way for carriages, etc., along the passage on the N. side in as full manner as Mr. Langdale Sunderland* enjoyed the same but reserving the coach house. Lessor to pay all taxes except one half the window cess. Witnesses: John Thomlinson, Edwd. Williams, Thos. Williams.

Mem. that on Nov. 2, 1753, Wm. Peareth, alderman, administrator of Ann Thomlinson assigned the lease to Ralph Carr, Newcastle, merchant.

LAND NEAR PILGRIM STREET GATE. [R.W.]

1653. July 1.—Indenture between (1) Elizth. Midford, of Gateside Head, widow, Thos. Midford, gent., her son and heir, James Liddle, of the same and Jane his wife, and (2) Henry Wall of Newcastle, hostman, and Grace his wife, by which, for a competent sum the former granted, etc., to said Henry and Grace all that platt of ground or housestead whereupon a mansion house was formerly built, with garden on the E. side, now occupied by said Walls, standing without Pilgrim Street Gate on the west side thereof, bounded between the King's Dikes and the town wall S. and W., Pilgrim Street, E., and a burgage of said wall N. to hold, etc., for ever. Signed by the Midfords and Liddles. Witnesses to delivery of property: Richd. Readhead, Ambrose Speight, Thos. Henderson (his mark), Edward Holmes, scr.

* Cf. *Arch. Ael.*, 2nd ser. xxiv, 63.

SHOPS IN DEAN STREET. [C.B.]

1798. June 9.—Will of Ralph Morton of Newcastle, maltman. To be decently interred at the discretion of my daughter Hannah Hepple. To Mary, daughter of late John and Mary Ridley, 30*l.* at 21; to son-in-law George Hepple, 5*l.*; to grandson, Ralph Hepple, a silver tankard, silver watch, clock, bedstead and hangings, feather bed and bedding, 3 pair of sheets, desk and chest of drawers, also 200*l.* at 22. To daughter Hannah Hepple all other household goods, furniture, plate, linen, etc., for separate use. To executors, the Hare and Hounds in Colvin's Chare, with brewhouse and loft, in trust for grandson Ralph during life, and then to his children; also a messuage in Westgate Street, malting and premises in Hornby's Chare, and a share in the ship 'Britannia.' The residue of the estate to be held in trust to pay daughter Hannah Hepple 50*l.* a year for life, free of taxes, she to educate and maintain the three grandchildren till able to provide for themselves. Remainder to accumulate at compound interest till death of daughter (subject to payment of 10*l.* a year to son-in-law, Geo. Hepple, till grandchildren attain 21 and, at discretion, a portion of the cost of maintaining said grandchildren) and then to the grandchildren, or survivors. Executors: Peter Paxton, Hugh Spencer, Joseph Bainbridge and daughter Hannah. Witnesses: Robt. Cram, Thos. Greaves, E. Conyers. Codicil of same date, giving Hannah 10*l.* a year till Ralph becomes entitled to above mentioned legacy of 200*l.*

Proved at Durham, Aug. 13, 1798, by Paxton, Spencer and Bainbridge; power reserved to Hannah Hepple.

1799. Dec. 31.—Indenture between Hugh Spencer, of Newcastle, linen draper, and Joseph Bainbridge, of Newcastle, gent., of the one part, and Peter Paxton, of Newcastle, builder, of the other part. Reciting Morton's will and probate and that by indentures of lease and release dated respectively the day before and the day of these presents between Paxton (1) and Spencer and Bainbridge (2) (the latter having agreed to lend the former 1,220*l.* out of the estate of Ralph Morton at 5 per cent. interest) said Paxton conveyed to them, as security, all that parcel of freehold ground in a new street called Dean Street, Newcastle, containing in front, from N. to S. 34 ft. 6 in. and in breadth, W. to E. at N. end thereof 35 ft. and at S. end 40 ft., and all those 2 messuages and shops built upon said ground and now in the occupation of Messrs. Woodhouse and Smith, hatters, and David Dow, shoemaker, bounding on Dean Street, W., on a passage 10 ft. wide, E., on a piece of ground late belonging to John James of Newcastle, tobacconist, N., and on a piece of ground conveyed by the mayor and burgesses of Newcastle to Alexander Mackenzie of Newcastle, tin-plate worker, S. (Signed) Hugh Spencer, Jos. Bainbridge Witnesses: Hen. Ranson, Frans. Seymour,

HOUSE AND SHOPS ON THE SANDHILL. [F.W.D.]

1762. Nov. 23.—Indenture between (1) Susanna Swinburn, Felling Shore, widow, Isabel Wren, Bp. Auckland, widow, Barbara Ellison, Felling Shore, spinster, and Jno. Mills, Newcastle, clerk, and Jane his wife, said Susanna, Isabel, Barbara and Jane being daughters of Wm. Ellison, formerly of Newcastle, but late of Hebburn, and Cicely his wife, both decd., and (2) Bannister Bayles, Newcastle, merchant. Whereas Isabel,* wife of Wm. Wrightson, Newcastle, gent., decd., by deed between (1) said Isabel, then known as Isabel Matthews, widow of Thos. Matthews, Newcastle, gent., (2) Nathaniel Ellison, clerk, and Chas. Clark, gent., (3) said Wm. Wrightson, then of Cusworth, co. York, and (4) Geo. Cuthbertson and Jno. Bell, merchant, did provide that it should be lawful for said Isabel, notwithstanding the coverture between said Wm. Wrightson and said Isabel, his intended wife, to appoint, bequeath, etc., upon the death of said Wm. Wrightson and her, the said Isabel, without issue begotten between them, of and to 2 houses in Newcastle and a house near Durham city, and by virtue of said deed did in her last will give and devise to said Wm. Ellison (one of the aldermen of Newcastle) to hold for ever after the death of her said husband, all that messuage and 2 shops on the Sandhill then occupied by Mr. Francis Johnson and Mr. George Gatis and lately by Mr. Chas. Featherstonehaugh, chargeable with 50*l.* to Mrs. Frances Carr, grand-daughter of her kinsman Sir Ralph Carr of Cocken. And whereas said Wm. Ellison is dead and by his will, dated April 5, 1745, gave said messuage and shops, then in possession of said Bannister Bayles, to his wife Cicely Ellison, and after her death to such of their children as Cicely should appoint. And whereas said Cicely, by will dated Jan. 21, 1755, directed that after the death of said Wm. Wrightson the premises should be held by her 4 daughters upon trust to sell the same and pay thereout to Cuthbert, eldest, and Robert, youngest sons of her late husband, Wm. Ellison,

* In the cathedral church of Newcastle is a monument which Bourne terms 'beautiful,' to the memory of Francis Burton, merchant, and Anne his wife, who died in the closing years of the seventeenth century, and had issue one son and three daughters. Isabel, the second daughter, married Thomas Matthews, gent., and, losing him in 1697, erected this monument to his memory and that of her parents, brother and sisters. She afterwards married William Wrightson of Cusworth, near Northallerton, who represented Newcastle in three Parliaments (1710, 1713 and 1714-15). After her death, which occurred March 13, 1716, Mr. Wrightson married another Isabel, daughter and coheir of Wm. Fenwick of Bywell, and dying at Cusworth, December 4, 1760, aged 84, was buried in Sprotbrough church, where a monument enumerates his services. Bannister Bayles, named in a footnote *ante*, p. 66, is here seen purchasing property on the Sandhill which belonged to Isabel Matthews before she married Mr. Wrightson.

100*l.* each. And whereas said Wrightson is lately dead and the 50*l.* and two sums of 100*l.* have been paid, and said Bannister Bayles has contracted for purchase of the premises for 1,025*l.* Now, etc., the said Susanna, Isabel, Barbara, John and Jane convey to said Bayles all that messuage and 2 shops on the Sandhill, and 2 lofts and 1 cellar upon the N. side usually enjoyed with the same.

HOUSES IN SANDGATE. [C.B.]

1795. July 24.—Indentures of lease and release [the release missing] by which William Tinwell, schoolmaster,* Robert Kay, schoolmaster, both of Newcastle, and William Murray of Whitekirk, co. Haddington, schoolmaster, brother and heir of Alexander Murray, late of Newcastle, schoolmaster, dead, bargain and sell to Robert Clayton, merchant, Newcastle, a messuage on the north side of Sandgate occupied by Elizth. Scott and Christian and Margt. Borthwick, bounded by the messuage formerly belonging to Robt. Appleby and now to John Smith, W., a messuage late belonging to John Moses and now to Daniel McDonald, E., and extending from Sandgate before to the New Road (heretofore part of a close belonging to the mayor and burgesses called the Garth Heads); N. Also 2 messuages in Sandgate at the back of aforesaid messuage, heretofore in the occupation of said Alex. Murray, Wm. Wail, James Temple and others as tenants of said Borthwicks and now occupied by Wm. Peebles, Mary Cameron and others as tenants of said Tinwell and Kay. Also three rooms or chambers, formerly Borthwicks', afterwards Murray's and now belonging to said Tinwell and Kay, bounding on 6 low rooms, late in possession of said Moses, S., a messuage late of Richd. Chambers, N., the first mentioned messuage, W., and 3 messuages late in possession of Geo. Tyzack and now of said Dan. McDonald, E. Also a parcel of ground formerly part of the Garth Heads extending from the New Road N. to within 5 yards of certain messuages belonging to David Preston, S., and the messuage of Andrew Donaldson, E. The release is between (1) Tinwell and Kay, (2) Wm. Murray, (3) John Nicholson, Wm. Petre and Alexander Petre, (4) Robt. Clayton. Witnesses: Robert Walters, John A. Hodgson, Robt. Brown, Alex. Brown.

* A well-known Newcastle schoolmaster, author of the Arithmetic which bears his name and was in use down to our own time in most of the private and some of the public schools of Northumberland and Durham. Robert Kay, his partner at the date of this deed, published in 1801, at the press of M. Angus and Son, in the Side, *The New Preceptor, or, Young Lady's and Gentleman's True Instructor in the Rudiments of the English Tongue.*

HOUSES IN SANDGATE AND MAGDALEN FOLD.* [C.-E.]

1741. Nov. 6.—Partition deed between (1) Andrew Carruthers, joiner, eldest son and heir of Robt. Carruthers, joiner, decd. (who was grandson to Jno. Hutchinson, joiner, decd.); (2) Thos. Grey, bricklayer, only son and heir of Jos. Grey, bricklayer, by Jane his wife, grand-daughter to said Jno. Hutchinson; (3) Adam Sheal, tailor, and Walter Leadon, smith, trustees on behalf of Joseph, only son and heir of Wm. Greydon, smith, by Ann his wife, another grand-daughter of said Jno. Hutchinson, decd., all of Newcastle. Whereas said Jno. Hutchinson, by will dated Nov. 2, 1700, devised to Jane his wife for life and then to his grandchildren Robt. and John Carruthers, Jane Grey and Ann Carruthers, in equal shares his messuage in Sandgate, occupied by Nicholas Benson and now by Jno. Turnbull, bounded by a messuage of Francis Alder, W., a void piece of ground, S., Sandgate, N., and a messuage occupied by widow Taylor, E.; also a messuage wherein he then lived, bounded by the houses of John Gaire, E., Thos. Moorhead, W., and Rebecca Cook, S., and Sandgate, N.; also a messuage with garth and backside, and occupied by Thos. Huntley, Wm. Sherwood, Henry Middleton and others, near the Magdalene Fold held on lease from the mayor and burgesses. And whereas differences have arisen and Jos. Greydon is an infant, aged 19, and has appointed said Sheal and Leadon his guardians. It is agreed that Andrew Carruthers shall have Middleton's house, being in a way leading from Pilgrim Street Gate to the Barras Bridge, bounded by the Magdalene Fold, N.E., the way to Barras Bridge, W., house of Thos. Denham, N., and a house occupied by Thos. Grey, S., with a piece of the stackyard, 44 ft. 6 in. long by 20 ft. 6 in. broad, bounded by the pinfold, E., with liberty for a cart and horse by a passage 10 ft. wide from the way leading from Vine's Close to said stackyard; also all the rooms that front the forepart of the house in Sandgate, bounding on the houses of Gaire, Moorhead and Cook, and a low room in the back part of said house, occupied by Ann Armstrong, widow. Thomas Grey to have the messuage on the way

* An interesting partition deed relating to a house in Sandgate and a house and stackyard at the upper end of Northumberland Street, east side. This last-named property appears to have been situated between Vine Lane and the present St. Thomas's church, which was erected in 1829 in the Magdalen field. The pinfold, or at any rate a pinfold, lay to the east of this house. Brand, *Hist. Newcastle*, I, 424, describes Northumberland Street as passing 'a lane going eastward called Vine Lane, the Pinfold and Magdalen Hospital,' and uniting itself with Sidgate (Percy Street) a little on this side of the Barras Bridge. He quotes an order of the Common Council of Newcastle, dated October 3, 1645, for payment of a pension of 13s. 4d. to Alice Forster 'for the keeping of Maudlen Fould.' Cf. *Proceedings of the Society*, 2nd ser. VIII, 259, and footnote thereon.

to Barras Bridge now in his occupation, a yard near the house 74 ft. 10 in. long by 20 ft. 6 in. broad with house and stable built thereon, and the back rooms of the Sandgate house. Sheal and Leadon, in trust for Greydon, to have two stables in possession of Hen. Middleton and others, a garth 14 ft. long by 18 ft. 6 in. broad, adjoining, the stack garth 80 ft. broad on N., 73 ft. broad on S., 124 ft. long, W. and 123 ft. long, E. (Carruthers' piece excepted) bounded by Magdalene Fold, W., Magdalene Well Close, E., a lane to Magdalene Well, N., and Carruthers' and Grey's yards, S., also the messuage in Sandgate occupied by Turnbull. Witnesses: George Humble, Willm. Atkinson.

PROPERTY AT THE BALLAST HILLS AND THE OLD FORTH. [G.B.R.]

1733. Oct. 25.—Indenture between Rev. Thos. Orde, vicar of Kirknewton, and Sarah his wife, one of the daughters of Rev. Leonard Shafto, rector of Gateshead, decd., and Geo. Atkinson of Pandon, miller. Reciting that the mayor and burgesses of Newcastle, on Jan. 31, 1731, demised to said Leonard Shafto all those parcels of ground called the Ballast Hills and Coney Close, and that parcel of ground lying in the Coney Close and West Ballast Hills called the Old Forth, with a windmill thereon, all which premises were in the several tenures of said Shafto, and Henry Reay, esq., their under tenants, etc., excepting all messuages, etc., built upon the premises, *i.e.*, (1) a house and garth occupied by Alice Otway; (2) a house and garth in possession of Richd. Ridley, esq.; (3) two houses, stable and garth occupied by John Cutter; (4) two houses and garth occupied by Gilbert Turnbull; (5) two houses occupied by John Jopling and one house occupied by John Middleton; (6) the ropery* with its storehouses; (7) a piece of waste ground in said Ballast Hills, formerly demised by said mayor and burgesses to Jane Rowe, widow, and John Bone, shipwright, and now occupied by Cuthbert Preston, shipwright (13 yards E. and W., and 27 yards N. and S.), extending from said Preston's house in Sandgate to the Roper's house at the west end of the said Ballast Hills, to hold to said Shafto for 31 years at 7l. a year, with reservation of minerals. Reciting also that on July 9, 1731, said Shafto set over to his daughter Sarah Shafto all right to the premises, and said Sarah, now wife of Rev. Thos. Orde, had agreed with said Geo. Atkinson for full purchase by him of her estate, etc., in the said mill in the Old Forth and the miller's house with two little stables or teefalls adjoining, formerly in the occupation of Mrs. Ann Reay, widow, her tenants, etc., then of Mrs. Mary Reay, her tenants, etc., then of Henry Reay, esq., his tenants, etc., and now

* Coney Close, the mill and the ropery are shown in Corbridge's Map of Newcastle, 1724. Among the names in the deed are those of Orde, Shafto Reay and Ridley, representing old established families in the north of England.

in possession of said Thos. and Sarah Orde, with benefit of one horse to graze in Coney Close and West Ballast Hills, for the sum of 116*l.* 2*s.*, the said Atkinson paying 2*l.* yearly (part of said 7*l.*) being the rent formerly paid for said mill, house, teefalls and horse grass when held by separate lease. Conveyance accordingly. Signed by Thomas and Sarah Orde. Witness: Thos. Hawdon.

1747. April 27.—Licence from mayor and burgesses to Geo. Atkinson to assign the mill, house, etc., to Thos. Finley, weaver, or any other person. Signed, Nicholas Fenwick, mayor.

1757. Sept. 26.—Licence from mayor and burgesses to Thos. Finley to assign part of the premises in a lease to Robert Ratcliff, Windmill Hills, Gateshead, miller. Signed, W. [Sir Walter] Blackett, mayor.

HOUSE IN GALLOWGATE. [J.C.H.]

1702. Dec. 2.—Indenture of feoffment, with livery and seisin endorsed, by which Jane Tate of Newcastle, widow, out of natural love and affection and for 10*s.* conveyed to William Reid of Newcastle, her grandson, a messuage and yard lying on the south side of Gallowgate, bounding upon a messuage belonging to Edward Robinson, confectioner, E., a messuage belonging to John Andrew, W., Gallowgate, N., and a close occupied by John Bell, S. Witnesses: John Westgarth, Thomas Steward (his mark), Michael Ellison, Margaret Cutter (her mark), Lyonell Moore.

HOUSE, WHARF, ETC., AT THE BALLAST HILLS. [J.C.H.]

1756. August 10.—Indenture by which for 140*l.* William Lowes, esq., Newcastle, transfers to William Sisson all his interest in a lease which he held from the mayor and burgesses of Newcastle for 21 years from Michaelmas, 1746; of a messuage, with a key or wharf thereto belonging, at the Ballast Hills, Newcastle, near the limekilns, formerly in possession of Robert Crow, gent., decd., subject to payment of the rent reserved and payable to the said mayor and burgesses. Witnesses: John Cuthbert, John Richey.

BREWING UTENSILS IN BROAD CHAIRE. [R.W.]

1696. Aug. 5.—Agreement by which for 5*l.* Ralph Collingwood, gent., sold to Gorge Punshon, barber churgeon, both of Newcastle, one brewing lead, one masking tub, one couler, one iron pott, being part and parcel of the now dwelling house of said Collingwood in a lane called the Broadgarth in Newcastle. Witnesses: Thomas Ledgard, Wm. Moody, Wm. Gofton.

COPPERAS WORKS AT ST. ANTHONY'S. [C.B.]

1776. Dec. 30.—Indenture between James King of the glasshouses near Newcastle, merchant, and Anbone Surtees of Newcastle, esq. Reciting a deed

dated July 21, 1773, by which Thomas Lewin of Durham city, esq., leased for 63 years to said King a parcel of ground 100 yds. long and 80 yds. wide near St. Anthony's Quay, Newcastle, being part of the Oxclose, bounded by the Tyne, S., with liberty to enclose same and build thereon a boiling room, make a stone cellar, lay copperas beds, and erect houses, etc., for copperas work, burning cinders, etc., with liberty of shipping and landing copperas and brasses for making copperas on said Quay within 30 yards of the end of said Quay adjoining said parcel of ground, to erect a crane and to build a quay or wharf at the bottom of said demised ground next the river, 30 yards long and 25 yards from both the east and west boundaries of said ground, with proper wayleave and passage, subject to leave being obtained from the mayor and burgesses, and reserving to said Lewin for his tenants, servant's carriages, horses, etc., the like liberty of passing along said quay: Reciting also that said King is entitled to several shares in said copperas works and said Aubone Surtees hath agreed to purchase one third of the whole free from incumbrance. Now, in consideration of 762*l.* 4*s.* 6*d.* said King conveys to said Surtees his third part of said works as they stand on Dec. 30, 1776. Witnesses: Sarah Tyzack, Wm. Peters.

- BONDS FOR MARRIAGE PORTIONS. [R.W.]

1732. July 7.—Bond of 400*l.* given by John Punshon of Newcastle, upholsterer, and Timothy Punshon of the same town, gent., to William Arthur, gent., and Timothy Forster, chirurgion, both of Newcastle, for securing 200*l.* Whereas a marriage is intended shortly hereafter to be had and solemnized by and between the above bounden John Punshon and Mary Kell of Newcastle, spinster, and for the making some provision for the maintenance and support of the said Mary Kell in case the marriage shall take effect and she shall happen to survive the said John Punshon, he, the said John Punshon, hath agreed to settle the sum of 200*l.*, part of the said Mary Kell's fortune, in manner hereafter mentioned, etc. If, within six months next after the marriage, the said John pay to the said Arthur and Forster 200*l.*, or assign to them some or one of the securities belonging to the said Mary Kell for the said sum of 200*l.* to be put out or continued at interest by them in trust for the following uses:—to permit and suffer the said John, during the joint lives of himself and Mary his intended wife, to his and their proper use to receive and take the interest of the said 200*l.*, and after the death of either of them upon trust, that the said Arthur and Forster shall permit the survivor to receive all the said principal sum with the interest remaining due for the same to the only proper use of such survivor, then this obligation to be void, etc. (Signed) John Punshon, Timothy Punshon. Witnesses: John Widdrington, Wm. Lowes.

1733-4. Feb. 8.—Eleanor Liddell, Newcastle, widow, sister of late

Anthony Balmar, of Kirkland, Cumberland, yeoman, in anticipation of the marriage of her niece, Barbara Balmar, daughter of said Anthony, to John Stephenson, Newcastle, barber surgeon, assigns to Wm. Usher, Newcastle, house carpenter, a bond of 100*l.* due from Jno. Carrick, of Benwell, gent., and John Weare of Humshaugh, gent., in trust, to pay said Eleanor the interest of the same for life, and then to the separate use of said Barbara. Witnesses: Robt. Friend, Geo. Cuthbertson. [Barbara writes her name 'Bardara Balmra' and the deed is endorsed 'elinoer lidels satelement.']

CUTHBERT COLLINGWOOD'S ASSIGNMENT. [R.W.]

1744. Oct. 2.—Copy of indenture between Cuthbert Collingwood* of Newcastle, merchant, and Milcah his wife of the one part, and Edwd. Collingwood of Chirton, esq., and Wm. Wharton of Newcastle, gent., of the other part, Reciting that by indenture, dated Sept. 29 last, the said Cuthbert Collingwood of the first part, the said Edwd. Collingwood and Wm. Wharton of the second part, and

Robert Dennet, John Jenkinson and Thos. Steell, soapboilers and co-partners,

Nathaniel Newnham and Thos. Shepley, grocers and co-partners,

Joseph Dash, tobacconist,

William Stephenson, distiller,

James Nelson, sugarboiler,

Richard Bristowe, grocer,

Edward Neal and James Stratfield, druggists,

Wm. Mitchinson, drysalter,

Catherine Ewer, John Perkins and Wm. Ewer, grocers and co-partners,

Anna Hodgkin, distiller,

Luke Forwood and Ann Forwood, stationers,

Walker Pilgrim, oilman,

Wm. Hobson and Edward Hodgson, distillers,

Nicholas Nixon, oilman,

Richard Peers, Sherland Short and Thomas Peers, grocers and co-partners,

Jeremiah Wilde, confectioner,

Philippa Walton, Samuel Underhill and John Walton, gun-powder makers and co-partners,

Thomas Butterfield, distiller,

Thomas Bedingfield and John Dax, haberdashers,

Richard Wilson, haberdasher,

Joshua Brooks, gentlemen, all of London;

John Wilkinson, esq.,

* Father of Admiral Lord Collingwood.

Elizabeth Atkinson, widow,
 Thomas Ridley, tanner, exor. of the will of Peter Heath, tailor,
 Matthew Scafe, merchant,
 Francis Pemberton, master and mariner,
 Robt. Smith, merchant,
 Richard Hill, inn-holder,
 Robert Clark, inn-holder, all of Newcastle;
 Thomas Bigge, esq.,
 Elizabeth Hunter, widow, and administratrix of Matthew Hunter, yeoman,
 deceased, all of Byker;
 Robert Forster of North Shields, gentleman;
 Peter Russel of Newcastle, merchant, exor. of Robert Loadman of
 North Shields, gentleman, deceased;
 John Burrell of Hartley, Northumberland, gentleman;
 Joseph Pease of Hull, merchant;
 Francis Twist of Rotterdam, merchant;
 Sampson Coysgaru & Cornelius Loyd of the same, merchants;
 — Poelien of Dort, merchant;
 Hardus van Loon of the same, merchant;
 Thomas van Putten of the same, merchant;
 Richard Braithwaite, Newcastle, gent.;

the several creditors of the said Cuthbert Collingwood of the third part,
 did agree that as soon as a letter of licence for the freedom of person of the
 said Cuthbert Collingwood from all arrests should be delivered to him, signed
 and sealed by all the said creditors, he, the said Cuthbert Collingwood,
 would faithfully discover and make known to the said Edward Collingwood
 and Wm. Wharton all his real and personal estate, and would deliver to the
 said trustees all the debts, securities, books of account, etc., belonging to
 him and his estate. Now this indenture witnesseth that the said Cuthbert
 Collingwood and Milcah his wife, in discharge of the said agreement have
 given, granted, etc., all that messuage, etc., in a street called The Side,
 formerly in the occupation of John Brown, merchant, and now in the possession
 of the said Cuthbert Collingwood, bounding N. by a messuage of John
 Whitacres, S. by a messuage of Mrs. Alnwick, widow, E. by a messuage of
 John Richardson, W. by The Side; also all that capital messuage called
 Barwiss Hall, of the demesne lands of Chirt, Rough Pasture, Sleak Bank,
 Dove Cote Gards, Great Wood, Tenant Fields, Railing Bottom, Railing
 Top, Cherry Tree Brow, Middlegill, Hazelkeld Moor, Knockbank and Knock-
 bank Wood, lying near Barwiss, and heretofore the estate of Reginald Dobson,
 father of the said Milcah. To have and to hold in trust to sell the same and
 distribute the proceeds among the creditors of the said Cuthbert Collingwood;
 and as to the residue and surplus of such money (if any, shall be) or in case the

said message in Newcastle shall not be sold, then the said surplus and message shall be held in trust for the separate use of the said Milcah, with power to her, notwithstanding her coverture, to sell, bequeath, charge, settle or dispose of the same as she shall think fit. Witnesses: Josiah Robinson, John Elliott, Bartholomew Kent.

HOUSES AND SHOPS ON THE QUAYSIDE.*

1722. Oct. 21.—Indenture by which James Henzell of the Low Glasshouses, Newcastle, glassmaker, and Jane, his wife (niece of the late Jane Tyzack, of same place, widow), covenanted with Nicholas Tyzack of Newcastle, surgeon, to levy a fine to said Nicholas of 2 messages, etc., on the Quay, tenanted by James Lesley, Alexander Moody, — Hetherington, David Lamb, and John Snaith, bounding upon a message of James Richey, E., a message of Mrs. Sarah Tyzack, W., and extending from the Quay, S., to a message of Amos Wray, N. Witnesses: Charles Henzell, Ainess Henzell, William Rutter.

1800. March 10.—Will of Jane Henzell of North Shore, Newcastle, widow, by which she gave to her daughter Jane, widow of Peter Lambton, decd., all her personal estate and effects after payment of debts, etc.; to son, James Hare Henzell, one moiety of a message and shop on the Quay, tenanted by Robert Self, baker; to son, Peregrine Tyzack Henzell, the other moiety for life, and after his death to be divided equally between said Jane Lambton and James Hare Henzell; to her friends Richard Keenleyside of Newcastle, surgeon, and Stephen Humble of Chester-le-Street, gent., another message and shop on the Quay, tenanted by Jacob Ord, barber, upon trust to pay the rents, etc., to said Jane for life, and then to Jane's heirs for ever. Residue to said Jane. James Hare Henzell and said Jane appointed executors. Witnesses: William Kirkley, attorney, Elizabeth Pattison, George Barber. Proved at Durham, August 28, 1800.

1814. Oct. 7 and 8.—Indentures of lease and release between Edward Challoner of Morpeth, master mariner, and Jane Body Hare, his wife (niece and heiress of James Hare Henzell, late of Newcastle, master mariner, who died intestate, he being a son and devisee in fee of three undivided fourth parts of premises named in the will of Jane Henzell, widow, decd.) of the one part, and Margaret Isabella Lambton, of Islington, Middlesex, of the other part. Reciting indentures of lease and release, dated April 7 and 8 last,† between (1) Jane Body Hare Henzell; (2) said Edward Challoner; (3) John Challoner and Edward Stamp, by which in contemplation of marriage between

* Originals with Mr. Edwin Dodds, owner of the premises.

† Other property included in this indenture is noted in *Arch. Ael.*, 2nd ser., xxiv, 160, and *ante*, 64.

said Jane Body Hare Henzell and said Edward Challoner, all real estate of the said Henzell should be conveyed upon trust to said John Challoner and Edward Stamp. Reciting also that the marriage was duly solemnized and that said Edward Challoner, with consent of his wife, had agreed with said Margaret Isabella Lambton for the sale to her of the fee simple of the three-fourths of the house, shop and bakehouse on the Quay held by James Hood, baker, as tenant thereof. Now, for 562*l.* 10*s.*, he and his wife conveyed to said Margaret Isabella the said premises, bounded by a messuage of said Margaret Isabella, E., a house formerly Sarah Tyzack's, W., extending from the Quay, S., to a house formerly Amos Wray's and now Thomas Embleton's, with covenant to levy a fine, etc. Witnesses: Henry Brumell, Robert Coxon.

1814. Oct. 11.—Indenture whereby for 650*l.* Margaret Isabella Lambton mortgaged to George Readman of Kiplin, co. York, gent., the premises above mentioned. Witnesses: Jane Dade, George Body, jun.

1816. June 4 and 5.—Indentures of lease and release (1) Margaret Isabella Lambton of Hastings, co. Surrey, spinster; (2) George Body, jun., of Northallerton; (3) John Sanders Walton of Northallerton, gent., and John Bruce of Newcastle, gent. (being the marriage settlement of said Lambton to said Body, jun.) by which said Lambton conveyed to said Walton and Bruce all her estate, etc., upon usual trusts.

1817. Jan. 9.—Will of Margaret Isabella, wife of George Body, jun., solicitor, Northallerton, in which, subject to the life interest of her husband, she gave the premises on the Quay to John Bruce of Newcastle, esq., and Henry French, agent for the Broad and Crown Glasshouses, North Shore, upon trust that within 12 months after the death of her husband they should raise by way of mortgage, 400*l.*, and pay the same to her relations as follows: 100*l.* to Elizabeth Kell of Alnwick, widow, 100*l.* to Isabella, wife of William Embleton of Alnwick, 100*l.* to Jane, wife of George Thompson of Newcastle, and 100*l.* to Ann Bradley, spinster. Residue, upon same trust, to pay the annual profits thereof to her relation, Margaret, wife of James Morrison of Newcastle, for life, and after her death to said Margaret's children in equal shares. A sum of 100*l.* which before marriage she lent to — Humble of Liverpool, the interest of which was payable to her husband during his life, she bequeathed, after his death, to Mary, wife of said Humble. Witnesses: J. S. Walton, W. B. Dighton, Wm. Rigby.

1824. May 28.—Decree of the Court of Chancery in a suit, *Kell v. Bruce*, declaring the will of Margaret Isabella Body, dated January 9, 1817, to be well proved, and that the trusts thereof should be carried into execution. Directed the Master to compute interest at 4 per cent. upon the four legacies of 100*l.* each from the end of 12 months after the death of the husband, George Body, to tax the costs of all parties to the suit, and to raise the necessary funds to pay the whole by mortgage of the estate, etc.

1833. Jan. 25 and 26.—Indentures of lease, release, and assignment, (1) John Bruce, esq., and Henry French, agent, both of Newcastle; (2) George Readman, formerly of Kiplin and then of Northallerton; (3) Margaret Bradley Morrison of Newcastle, widow of James Morrison, decd.; (4) Humphrey, Isabella, John Bradley, Christiana Elizabeth, and Henry French Morrison, Robert Gilchrist, sailmaker, and Margaret Bradley (formerly Morrison), his wife, all (except Robt. Gilchrist) being children of Margaret Morrison, widow, and had all attained the age of 21, except Henry French, who was 15; (5) Thomas William Keenleyside of Newcastle, gent., Robert Boyd of Newcastle, banker, and Edward Potter of Cramlington, colliery viewer; (6) Nicholas Walton of Newcastle, gent. Reciting the indentures of Oct. 11, 1814, and June 4 and 5, 1816, and the will of Margaret Isabella Body; reciting also that said testatrix died in January, 1817, and her husband, Geo. Body, in June, 1822; that 650*l.* and 9*l.* 10*s.* 6*d.* interest was due to said Readman; that said Keenleyside, Boyd and Potter had agreed to lend 1,200*l.* to pay off the mortgage and the legacies (400*l.*) named in the will, and that Henry French Morrison should sign the deed on attaining the age of 21. Release, accordingly, of two messuages and a shop standing one upon another on the Quayside, in the occupation of James Hood and Lancelot and Matthew Atkinson; bounded as before, to said Keenleyside, Boyd and Potter. At same time said George Readman, by direction of the parties in the first, third and fourth parts named, and upon the nomination of said Keenleyside, Boyd and Potter, assigned the premises to said Nicholas Walton for the residue of a term of 1,000 years in trust to permit the said residue to attend the reversion, freehold, etc. Witnesses. William Richardson, R. B. Walton, George T. Gibson, John Scaife, William Hemming, Charles May, Theophilus Davison.

Mem. The said John Bruce died without executing the above indenture. H. F. Morrison attained the age of 21 in Sept., 1837, and signed the deed on the 3rd of November following.

1833. Jan. 26.—Indenture of bargain and sale whereby Robert Gilchrist and Margaret Bradley, his wife, confirmed to said Keenleyside, Boyd and Potter their interest in the above named premises. Acknowledged by said Margaret Bradley Gilchrist at the Guildhall, Newcastle, being first sworn and examined alone between the four benches, according to the custom of the town, before John Brandling, mayor; Henry Bell, sheriff; Geo. T. Gibson, Henry Cramlington, George Forster, R. Bell, James Arnott, and Matthew Gilpatrick, sheriff's sergeant.

1838. May 27 and 28.—Indentures of lease and release, (1) Henry French, late of Newcastle, agent, and then of Brighton; (2) Margaret Morrison of Newcastle, widow of James Morrison, agent, decd.; (3) Humphrey, Isabella, and John Bradley Morrison, Mark Thompson, agent, and Christiana Elizabeth, his wife (formerly Morrison), Henry French Morrison, all of Newcastle, and

Robert Gilchrist, sailmaker, and Margaret Bradley, his wife (formerly Morrison); (4) Thomas Wm. Keenleyside, Robert Boyd and Edward Potter, as before; (5) Matthew Stephenson Dodds of Newcastle, printer and stationer. Reciting indentures of Jan. 25 and 26, 1833, that the 1,200*l.* named therein had not been paid, and that said Matthew Stephenson Dodds had contracted for the purchase in fee simple of the premises therein mentioned for 2,500*l.* Conveyed accordingly. Witnesses: Charles Kosh, William Richardson, Daniel Green Thomas Kay.

Incidental Documents.

Certificate of the marriage of Peter Lambton and Jane Henzell, by licence, at All Saints, Newcastle, Feb. 9, 1782, by Geo. Stephenson, minister. Witnesses: James Henzell, Elizabeth Ferriar.

Ditto of the baptism at same church, May 2, 1787, of Margaret Isabella, daughter of Peter Lambton, master mariner.

Ditto of the marriage at same church, by licence, Feb. 15, 1791, of John Hare Henzell and Jane Rutherford by J. Hogarth, curate. Witnesses: Ann Henzell, Robert Moore, Peregrine Henzell.

Ditto of the baptism at same church, Jan. 5, 1792, of Jane Body Hare, daughter of John Hare Henzell, mariner, and Jane, his wife.

WESTGATE HILL CEMETERY.*

1831. August 22.—Indenture of bargain and sale: (1) John Hodgson, esq.; (2) Sarah Hodgson, widow; (3) George Anderson, esq., and (4) James Losh, esq., barrister; John Fenwick, gent.; Rev. Richard Pengilly, minister; George Fife Angus, merchant; William Angus, currier; James Baker, military engineer; George Bargate, tanner; William Beaumont, tanner; Thomas Bell, land surveyor; Nicholas Forster Bowmaker, tailor; Charles Bragg, linen draper; John Bruce, schoolmaster; George Atley Brumell, agent; John Burnup, builder; Anthony Clapham, merchant; Joseph Clark, stationer; John Moore Dent, printer; James Finlay, stationer; William Gray, merchant tailor; William Greaves, builder; John Green, architect; Joseph Grey, builder; David Guthrie, perfumer; Thomas Hogg, linen draper; Philip Nairn, merchant; John Nichol, confectioner; William Proctor, druggist; Robert Robinson, grocer; Richard Swan, butcher, all of Newcastle, and George Bell, merchant, Gateshead, trustees named and appointed by the subscribers of shares in the cemetery hereinafter mentioned. In consideration of 1,500*l.* the said John Hodgson conveyed to the said several persons parties to these presents, all that parcel of land, containing by estimation 3 acres, lying within the townships of Westgate and Elswick in the manor of Elswick, co

* From a pamphlet entitled *Declaration of the Trusts of the Westgate Hill General Cemetery, near Newcastle-upon-Tyne*. Newcastle: Printed for Messrs. Finlay and Charlton, By J. Clark, 11, Newgate Street, MDCCCXXXII. 8vo, 38 pp.

Northumberland, part of certain hereditaments formerly known by the names of Calf's Close, South Butts and East Butts, to hold the same (for the purposes of a general cemetery) upon the trusts and subject to the provisos of an indenture of even date, made between the several parties thereto and the several persons [shareholders] whose names appear in a schedule thereunder written, etc., etc.

COUNTY OF NORTHUMBERLAND.

MESSUAGE, ETC., AT ACKLINGTON. [J.C.H.]

1718-19. Jan. 15.—Indenture by which Charles, Duke of Somerset and Elizabeth, his Duchess, for 48*l.* to be paid for a fine, leased and to farm let to John James of Acklington, all that messuage, etc., in Acklington, late in the tenure of Thomas James, father of said John, reserving all mines and quarries, also woods, timber, trees, etc., other than necessary and convenient hedgebote and stakebote to be taken upon the premises by assignment of the bailiff of the manor; reserving also the right to dig and search for mines, quarries, etc., with wayleave to adjoining lands and liberty of hunting, hawking, fishing, etc. A yearly rent of 4*l.* to be paid at Alnwick castle by two equal instalments. Covenants to keep the premises, with the hedges, ditches, trenches, etc., in good repair, fill up bare places with quickset, and yearly plant or set upon some part of the premises, 4 seasonable plants of oak, ash, elm, apple or pear, apt and fit to grow to be timber and fruit trees, and keep them from hurt and spoil of cattle, and from lopping or topping, and in default of planting, or by allowing planted trees to decay and not replacing them, 12*d.* per tree to be paid as forfeit. Witnesses: Wm. Coles, Wm. Elton.

MESSAGES AND LANDS AT ALNWICK. [C.H.B.]

1706. May 25.—Articles of agreement indented between (1) William Stanton, sen., gent.; (2) George Potts, gent.; (3) Edward Grey, gent.; (4) William Stanton, jun., gent., all of Alnwick, and (5) William Reed, gent., Craister. Reciting articles dated Jan. 8 last, by which said Stanton, sen., is to convey to said Potts certain messuages, lands, etc., and articles dated Feb. 6 last, by which said Stanton, sen., is to convey to said Grey certain parcels of ground, and John Clavering, gent., and Jane his wife, and Nathaniel Ellison, D.D., all of Newcastle, are about to assign mortgages on said Stanton's lands in Alnwick to said Potts, and said Stanton, jun., is to advance such money as shall exceed the purchase money named in the agreement between said Stanton, sen., and said Potts. Now it is agreed that upon assignment of said mortgages said Potts and Stantons shall convey Hollis Close *alias* Algood's Closes, *alias* West Burne Closes, part of said mortgaged premises to said Grey, and the residue to such persons as said

Potts shall appoint for 500 years as collateral security that Mary and Anne, daughters of said Stanton, sen., upon attaining 21 years respectively, shall release to said Potts all their right, title, etc., to said lands, etc., and after said term, or sooner determination thereof the messuage, maltkiln and croft in Bondgate, Alnwick, to the use of said Stanton, sen., for life, with remainder to said Stanton, jun., and 14 ridges called Clayport Bank Ridges in Alnwick to use of said Stanton, jun., and 2 houses in Narrowgate, in possession of Geo. Wallace and Robt. Yellowley, 4 waste burgages in Baillygate and a close adjoining called Church Style Close, *alias* Bakehouse Close, and the Little Pottergate Close to said Stanton, sen., for life, with remainder as to one moiety to use of said Mary and the other moiety to use of said Anne Stanton—the residue, by deed of division, dated Sept. 27 last, between said Stanton, sen., and Matthew Alnwicke of Rennington, to said Alnwicke. Covenant that, at request of said Grey and Potts, said Reed shall release to them his right, title, etc., in the premises purchased by them. Judgments *re* Stanton, sen., and Grey and Robt. Skelley and Stanton, sen., shall be kept on foot to secure the premises from mesne incumbrances. Witnesses: Francis Dunn, Richd. Grieve.

FARM AT BEDLINGTON. [C.B.]

1711. Oct. 10.—Lease for three lives from Bishop Crewe to Peter Potts, gent., Newcastle, of Londoner's Farm in Bedlington with the appurtenances, etc., heretofore occupied by Gawen Milburne, afterwards by John Fenwick, gent., and lately by Joseph Newton, gent., to have and hold during the natural lives of Peter Potts and Robert Potts, twin sons of said Peter Potts, and aged about 16 years, and John Potts, another son of said Peter, aged about 13 years and the life of the longest liver of them, paying therefor 26s. 8½d. per annum, without abatement for any manner of taxes or assesses whatsoever. Covenants for repairing, performing services, paying tithes, etc. Appointment of Charles Clark, gent., Newcastle, as the Bishop's attorney to deliver seisin and possession. Witnesses: James Peter, Tho. Taylerson, Richd. Clapham.

THE MANOR OF BENWELL. [R.W.]

1770. July 4.—Exemplification of a fine. John Raper, gent., demandant; Robert Baxter, gent., tenant; Robert Shafto and Camilla his wife, vouchees, of and in the manor of Benwell with the appurtenances, 20 messuages, one water corn mill, 20 gardens, 400 acres of land, 400 acres of meadow, 500 acres of pasture, 20 acres of wood, common of pasture, common of turbarry, free fishing in the river Tyne, one ferry over the river Tyne, all mines and minerals and liberty of way and passage thereto, with the appurtenances in Benwell, Elswick, Denton, and the Parish of St. Nicholas, Newcastle. Great Seal of England attached. Witness: Sir John Eardley Wilmot, knight, at Westminster the 4th of July.

Return from the Sheriff of Newcastle, John Simpson, esq., on the morrow of All Souls, Nov. 3, that he had caused full seisin of the manor, etc., etc., to be delivered to the aforesaid John Raper, as, by writ to him directed on the 9th July last past, he was commanded.

LAND AT BIRTLEY. [J.C.H.]

1671. Sept. 6.—Indenture by which William Ley of Birtley, co. Northumberland, for 40*l.*, set over to his son, Richard Ley of same place, all his right, etc., in a close of arable land or meadow containing 2 or 3 acres within the town of Birtley, held of the manor of Alnwick Grange, and now in the tenure of said William Ley. Covenant that after the death of grantor the grantee shall possess said premises without lawful let or hindrance of any person challenging same by, from or under said grantor, for ever. Witnesses: C. Milborn (his mark), Thomas Robson (his mark).

LAND, ETC., AT BLACK HEDDON. [R.W.]

1692-93. Jan. 12.—Indenture between Richard Darby of Gray's Inn, and Elizabeth his wife, one of the daughters and coheirs of Wm. Widdrington, late of Cheeseburn Grange, esq., and Wm. Stringer of Gray's Inn. Whereas said Richd. and Elizabeth Darby in Trinity term last levied a fine of the 4th part of one messuage, 12 cottages, 800 acres of land, 100 acres of meadow, 800 acres of pasture and common of pasture in Black Heddon, parish of Stamfordham to said Stringer and his heirs for ever, which said 4th and the other 3 parts are now in possession of Barbary Widdrington of London, mother of said Elizabeth, and were, among other lands by said Wm. Widdrington in his lifetime, settled upon her as her jointure in lieu of dower, the reversion of which said 4th part did upon the death of said Wm. Widdrington descend to said Elizabeth. Now, etc., it is agreed that said fine and all other fines shall be construed to the only use of said Darby and his heirs for ever.

LANDS, ETC., AT CRESSWELL. [C.H.B.]

1693. April 29.—Indenture by which Henry Singleton,* yeoman, Cresswell, and John Singleton his heir apparent, for 90*l.*, convey to George Singleton, yeoman, Cresswell, (1) a cottage there occupied by Cuthbert Snawdon, with garth or little close on the backside thereof; (2) 8 acres of arable, lying in

* An earlier document (with C.H.B.) relating to the same family is the declaration of Edward Cooke, administrator of the estate of John Singleton, late of Cresswell, dated Oct. 31, 1677, as follows:—

Imprimis: Ye said accountant doth charge himself with all

several riggs within the town fields of Cresswell; (3) several parcels of ground called Killyards, Killyardheads, Havers, Flower Dykes, Moorland Hill and Moorlands; (4) 2 acres of meadow riggs in Thrisley-field, Cresswell; (5) 1 acre of meadow riggs between Thrisley-field and Flower Dykes; (6) a twelfth part of pasture ground in the Westfield, Ryehill, Long Detherish, Billish, Billish-headlands and the Side, containing 1,000 acres more or less; all which said cottage, garth, parcels of land and twelfth part lie at the W. end of Cresswell, now for the most part undivided in common fields and are in said Henry's occupation. Witnesses: Joseph Readhead, his mark, John Robbesone, his mark, J. Gilpatrick.

1704. July 3.—Indenture of lease for a year by which George Bell of Foxton Hall and Alice his wife for 5s. convey to Wm. Gallon of Alnwick the messuage and close in Cresswell and the lands thereto belonging (promiscuously intermixed with the lands of George Singleton, sen.), the closes now held by Jane Cook, widow, and all houses, lands, etc., to said messuage belonging for one year at a peppercorn rent, to the intent, etc. Witnesses: Wm. Bosworth, jun., Wm. Boswell.

1706-7. Jan. 27.—Indenture between Jane Cook, widow, Ambell, and William Browne, gent., Bolton (both in co. Northumberland). Reciting a

and singular the goods and chattels of the said deceased comprised in an inventory thereof	l. s. d. 124 5 0
	<i>l. s. d.</i>
Paid for the funeral and other charges about the same	10 0 0
Letters of administration	2 0 0
A mortuary and funeral sermon for deceased ...	0 18 0
Due to this accountant by deceased at time of his death for rent	30 0 0
Paid by this accountant to Mr. Nich. Forster of Buston which deceased owed him	4 6 0
Paid by this accountant for servants' wages which deceased was owing	7 0 0
Paid by this accountant to Mr. Woolfall for tithe rent due	3 0 0
This accountant craveth allowance for drawing and passing his account and other charges about the same	1 10 0
	<hr style="width: 10%; margin-left: auto; margin-right: 0;"/> 58 14 0
	65 11 0

Certif. of registration at Durham signed 'Gab. Newhouse, Registrar,
Oct. 31, 1677.'

bond in 200*l.*, dated April 27 last, by Clement Gourley, gent., North Charlton, John Chrispe, gent., Reeveley, Thomas Chrispe, yeoman, Gallow Law, Jacob Pearson, gent., Titlington, and Alexander Browne, gent., Doxford, for payment of 100*l.* with interest on Sept. 20 last, which sum, not having been paid, said Cook, for 101*l.* 10*s.*, assigns same to said Browne. Witnesses: John Cook, Robert Hope, Wm. Milbourne.

1729-30. Feb. 2.—Indenture of lease for a year by which George Bell, mariner, Newcastle (son and heir of Alice Bell, decd., formerly wife of Wm. Singleton of North Shields, mariner, and late wife of George Bell, yeoman, Alnwick, father of said George), transfers to Edward Cook, esq., Newcastle, the messuage, close and intermixed lands as above at Cresswell, and all other lands, etc., of said Geo. Bell, party hereto, in Cresswell, to the intent, etc. Witnesses: Tho. Davison, Tho. Cook, Geo. Davison.

1745. Aug. 9.—Indenture of lease for a year by which Eleanor Sadler, widow, Tritlington, conveyed to Thomas Cook, merchant, Newcastle, her moiety of the farmhold and lands within the fields of Cresswell which Oswald Brown farms of said Eleanor, to the intent, etc. Witnesses: William Brown, Thomas Salthouse.

1773. Sept. 30.—Indenture between (1) Edward Cook, esq., Blakemoor Hall, (2) Stephen Watson, esq., North Seaton and Edward Wilson, esq., Hepscode. Reciting lease and release dated 27th and 28th inst. between (1) Wm. Leaton, late of Gibside, but now of Whickham; (2) said Edwd. Cook; (3) said Watson and Wilson; (4) Chris. Fawcett, esq., Newcastle, by which, in consideration of 4,000*l.* to be paid by Fawcett to Leaton, by Cook's appointment, in part discharge of 5,165*l.* 4*s.* 8*d.* due from Cook to Leaton on mortgage of said premises, and a further sum of 1,165*l.* 4*s.* 8*d.*, the lands and tenements named below were granted to said Fawcett by way of mortgage. Reciting also that Watson and Wilson have become bound with Cook to Fawcett for payment of 4,000*l.* and interest, and that to induce said Watson and Wilson so to be bound, and Watson to lend Cook 1,000*l.*, Cook agreed to convey to them all his right, etc., in all those lands, etc., in the town fields of Cresswell, formerly in the tenure of said Cook, Ann Cook his mother, and others, then of said Cook, John Reed and Wm. Turner, and now of Isabel Cook and Thos. Appleby. Conveyance accordingly. Witnesses: Jacob Lambert, Nath. Clayton, jun.

LAND AT EAST DENTON. [C.B.]*

1790. July 16.—Indenture by which Elizabeth Montagu, widow, Portman square, London, leases for 21 years, from March 25 last, to John Sowler, brickmaker at Scotchwood, parish of Newburn, 2 cottages at the W. end

* Cf. the Rogers and Montagu deeds, *ante* p. 70.

of the Staith House erected by Sowler, 2 cottages at the E. end of his garden with dwelling house, brick kiln, etc., now in his occupation, and the following parcels of land, viz., the brick-garth and yards, the Mount, Captain's-close and West-close, containing together 21 acres, 10 perches in the township of East Denton. Reserving to the lessor all manner of timber and timber-like trees, stands, spires and bodies of trees, now, or during this demise, standing, growing or being upon said demised premises with free liberty of ingress, egress and regress to and for said Montagu, her heirs, etc., at all seasonable times in the year during this demise with workmen, horses, carts, etc., to fell, cut down, stub up, hew, saw, convert, cart, and carry away the said timber, etc. [Similar clause reserving minerals with right to make cartways and waggonways over said land, being paid a value in proportion to the rent of the whole and a proportion of all rates, taxes, etc.]. Also free liberty for the said Montagu, her heirs, etc., and her servants, friends and acquaintance to hunt, shoot, hawk and course, fish and fowl upon said premises at all seasonable times. Reserving also to said Montagu, her workmen, etc., liberty of passing with horses, carts, etc., upon the road leading from Scotchwood to Lemington. Rent 60*l.* a year; lessee to pay all parish rates, duties, tithes, taxes, and assessments; to keep the premises in good repair; to maintain all gates, styles, barrs, pales, posts, rails, whelms and bridges belonging to said premises; to sufficiently repair, cleanse, scour, maintain and keep all the hedges, ditches, watercourses, gripps and fences and not cut the hedges or lop the pollards therein without making the fences and scouring the ditches in a husband-like manner; to fodder and spend upon said premises, and not elsewhere, all the hay which shall grow thereon and all the dung therefrom arising, and also all the ashes and manure caused and bred in said dwelling house he shall lay, spread and bestow upon such part of the premises as shall have most occasion for the same, or buy and lay thereon two loads of good rotten dung for every ton of hay sold or carried off the same. Lessee further covenants not to plow, dig, break up, or convert into tillage, any of the lands except to obtain clay for making and burning potts, tiles and bricks, and not to dig the earth for said potts, tiles and bricks lower than within 4 yards of the high water mark of the Tyne opposite thereto without lessor's consent in writing, under penalty of 5*l.* per acre and at that rate for less than an acre so plowed, etc., and 10*s.* for every square yard of earth dug lower than the depth aforesaid. He also covenants to dig forward in a regular manner from where he began, to level the ground permitted to be dug, and lay thereon sufficient good earth fit to produce crops of corn or grass; not to keep rabbits on the premises but endeavour to prevent their destroying or damaging the hedges, fences or young trees; to mow at two proper seasons of the year the rushes, thistles and other weeds from off the pastures and lanes adjoining; and not at any time to gather,

or suffer to be gathered from off the premises any dung or manure for fuel or other purpose but in a husband-like manner break and scale the same thereon. Lessee reserves the right to plant trees or sow tree seeds in or near the hedgerows and in the groves and springs belonging to said premises and to secure and keep the same from damage by cattle or otherwise. Sowler agrees not to suffer or commit any wastes, spoils or damages to trees or seedlings so planted or sown, or to any other trees, seedlings or saplings upon the premises. Sowler covenants also to provide good pantiles for all such repairs as lessor thinks proper to do upon her estates in Northumberland at 45s. per 1,000, good building bricks at 12s. 6d. per 1,000 and stock bricks at 17s. 6d. per 1,000 to be delivered by him at 3 weeks' notice, but if he sells bricks or tiles at any lower price during the term he shall lower the price to said lessor in same proportion. In carrying on his business, lessee agrees to use no other small coals but those which come from the lessor's collieries, provided he can be supplied with the necessary quantity over and above such as shall be used by the lessor for the fire engines or other purposes for carrying on her colliery or any other purposes she may apply them to on her estates, paying for same yearly on or before Dec. 25, the yearly average price which such small coals shall be sold for at the staith belonging to the colliery which supplies the same. Witnesses: Joseph Woodhouse, Wm. Thomas.

ELFORD, BAMBOROUGH. [C.H.B.]

1662. Oct. 3.—Indenture tripartite. (1) Sir William Fenwick of Wallington, bart.; (2) Joseph Forster of Woodhouse, gent.; (3) Thos. Burrell of Broompark, gent., by which, for 1,250*l.* Sir William conveys to said Forster his farmhold, lands, etc., in Elford, parcel of the cell of Balmburgh, with all tithes, prædial and personal, and all rights to the only use of said Forster, his heirs, etc. Among the covenants is one specially excepting the estate from claims under the jointure and dower of Dame Jane Fenwick, Sir William's wife. Thos. Burrell is Sir William's attorney to give livery and seisin thereof. Witnesses: Will. Fenwick, George Burrell, Stephen Palfray, James Bilton, Thos. Bilton. Endorsement of livery and seisin signed by Rich. Pickel, Ma. Forster, Geo. Burrell, Stephen Palfray, James Bilton.

HEDDON ON THE WALL, ETC. [N.S.A.]

1590-91. March 21.—Lease from the crown for 21 years to George Mason, gent., of tithes at Heddon on the Wall, Eachwick, Whitchester, Houghton, etc. [See the document in full, *Arch. Ael.*, 2nd ser., xi., 292.]

THE KENTON ESTATE. [N.S.A.]

1284. July 11.—Copy of the pardon to Thomas Bennett, esq., of several misdemeanours, transgressions and offences.

1310. (No date.)—Inquisition that Kenton and other places are held of the manor of Walton, by knight service.

1370. (No date.)—Copy of an exemplification of inquisitions in the Tower of London that Sir Donald of Heslerigge and wife were seised of the manor of Brotherwick.

1370. (No date.)—Copy of an exemplification of an inquisition taken *post mortem* Alice, wife of John Ravingsworth, that the manor and town of Kenton *ex dono* William Cheseman and John of Toson descended to her for life, then to William Bennett her son in general tail, with remainders over to divers others; that one moiety thereof was held of the lord Scroop by a rose at Christmas, that the other moiety, formerly Ralph Newham's, was held of the same lord by service of a 20th part of a knight's fee and suit of court at Newham and 5s. yearly; that she was seised of common of pasture in South Gosforth for all manner of cattle at 20s. rent at Martinmas; that William Bennett is now seised of all the said premises.

1423. (No date.)—Exemplification of an inquisition that Thomas Haslerigge died, seised of the manor of Eslington, a moiety of the towns of Whittingham, Thornton and Barton, and that Thomas Haslerigge, aged 15 years, is his son and heir.

1520. (No date.)—Award between the prioress and convent of Nuns of St. Bartholomew of Newcastle, and William Bennett, esq., that Nun Moor bounded in the award belongs to the prioress and convent, and that they shall release all claims to any other lands in Kenton.

1537. (No date.)—Recovery, William Bennett to Gerard Fenwick and others, of lands in Kenton, Heddon-on-the-Wall, West Heddon and Cowpon.

1538. Michs. Term.—Copy of fine, William Bennett and Isabel his wife to Hugh Errington, of the lands recovered. In the said fine Hugh Errington re-grants to Bennett and wife the lands in Heddon-on-the-Wall, West Heddon and Cowpon and a messuage in Kenton of the value of 20s. in possession of Robert Thomson for life, then to Isabel and Margaret Bennett and their heirs.

1540. May 15.—Deed of Roger Errington and others to whom the recovery in 1637 was suffered, executed with livery and seisin, declaring that the lands in Kenton are in that recovery to the use of John Widdrington and Elisabeth his wife, John Fenwick and Margaret his wife, daughters of the said Wm. Bennett, then deceased, and the heirs of the bodies of the said Elisabeth [and Margaret?] lawfully to be begotten.

1542. July 18.—Copy of an exemplification of an inquisition wherein the inquisitors find that William Bennett died seised of the manor of Kenton a

third of West Heddon, a tenement in Heddon-on-the-Wall and a tenement in Cowpon and common of pasture in South Gosforth; that he suffered a recovery (28 Hen. viii.) as above; that said trustee executed the above deed and that Gerard Widdrington and Robert Fenwick are heirs of William Bennett as sons of the said Isabella and Margaret, his daughters.

1567. Michs. Term.—John Fenwick, John Widdrington and Robert Fenwick, son-and-heir of John, suffered a recovery to Martin Fenwick and Cuthbert Midford, esqrs., of these lands in Kenton, Heddon and Cowpon.

1580. (No date.)—Exemplification of depositions in a cause between Richard Hodgson, farmer of the Queen's coalmines in Benwell, plaintiff, and John Fenwick, owner of Kenton and his lessees about the wastes and bounds of Kenton and Benwell, by which it appears that "foot Balmoor," *alias* Whitby Moor, is parcel of Kenton.

1582. (No date.)—Copy of information against John Fenwick and his lessees for working coals in the wastes and moors of Kenton which they pretended to be in the bounds of Benwell and a verdict thereon, *exparte* Fenwick.

1609. July 17.—Copy of settlement, by Robt. Fenwick of Kenton, on the marriage of his youngest daughter, Elizabeth, with Martin Fenwick of Butterley, with covenants to suffer a recovery of his lands in Kenton, Gunner-ton, Heddon-on-the-Wall, West Heddon and Cowpon, and six messuages in Newcastle to himself for life, then as to one moiety thereof to Martin Fenwick and Elizabeth for their lives and the heirs of the body of Elizabeth, lawfully to be begotten, with remainders over to Magdalen Fenwick his third daughter, Margaret his eldest daughter, wife of Hector Ogle, Barbara his second daughter, wife of Robt. Errington, and then to his own right heirs for ever. As to the other moiety, to Magdalen his third daughter and heirs of her body, with remainder to Martin and Elizabeth his wife for their lives, then to the heirs of Elizabeth's body, with remainders over to Margaret Ogle and Barbara Errington and the heirs of their bodies, and then to the right heirs of Robert, with an annuity of 40*l.* p. ann. to Margaret and Barbara out of the colliery.

1609. Michs. and Xmas Terms.—Copies of recoveries in pursuance of the foregoing deed.

1610. July 30.—Copy of Robt. Fenwick's covenants to levy a fine to the uses named in that deed.

1610. Nov. 26.—Copy of decree in Chancery that Robert Errington and Barbara his wife, and Barbara's heirs and assigns shall for ever enjoy the annuity of 20*l.*, payable out of the lands, and not of the colliery.

1611. May 31.—Copy of feoffment with livery and seisin from Thos. Thomson to Tristram and Martin Fenwick and their heirs of certain lands in Kenton, late belonging to the priory of St. John Baptist, which lands pay an outrent of 4*s.* yearly to the king.

1614. April 23.—Copy of release of an annuity of 28*l.* [20*l.*?] p. ann. out of Kenton from Hector Ogle and Margaret his wife to John and Tristram Fenwick and their heirs for ever.

1618-19. March 19.—Feoffment with livery and seisin from Tristram Fenwick to Martin Fenwick of his share and interest in the lands conveyed as above by deed dated May 31, 1611.

1631-32. Jany. 16.—Copy of assignment of an annuity of 20*l.* p. ann. out of Kenton from Barbara Errington to her son Cuth. Errington and his heirs.

1631-32. March 17.—Copy of agreement between Robert Lisle and Martin Fenwick, dividing Gosforth or Coxlodge Moor, the west part thereof being assigned to Kenton and separated from the other.

1632. May 18.—Copy of an assignment from Cuth. Errington to Martin Fenwick of 8*l.*, parcel of an annuity of 20*l.*, with a proviso to be void on paying 100*l.* at Pentecost, 1635.

1634. May 30.—Copy of a grant from Cuth. Errington to Martin Fenwick, in consideration of 149*l.*, of 10*l.* parcel of his annuity of 20*l.* out of Kenton.

1636. Nov. 28.—Copy of recovery by Martin Fenwick to Sir Wm. Bellasis and Cuth. Heron, esq., of lands in Kenton, Gunnerton, Heddon-on-the-Wall, East Heddon and Cowpon.

1649. (No date.)—Copy of exemplification of a verdict obtained against Arthur Twizell by John Pye upon the demise of Sir Arthur Haslerigge for a 6th part of 30 acres of meadow in a close called Clowburn in Kenton.

1650. April 30.—Deed from Martin Fenwick and Elizabeth his wife to Edward Grey and others, to levy a fine of their moiety of Kenton for such uses and limitations as Martin Fenwick, by any deed, will or otherwise shall declare.

1650. Trinity Term.—Copy of the fine so levied.

1658. May 1.—Martin Fenwick's deed declaring the uses of the fine to be to himself and wife for lives then to the heirs males of the body of his eldest son, Lance. Fenwick, with several remainders over and power to charge 1,000*l.* on the estate.

1659. July 20.—Grant from Martin Fenwick, the grandfather, to his two younger grandchildren, Robert and Tristram Fenwick, of 100*l.* p. ann., after his and his wife's decease, until they receive 800*l.* out of Kenton estate.

1659. Aug. 20.—Administration of Lance. Fenwick's estate granted to Dorcas, his widow.

1659-60. Feb. 14.—Feoffment, with livery and seisin from Martin Fenwick, the elder, and Elizabeth his wife, to their son, Martin Fenwick, of all those lands in Kenton called St. John's, or Temple lands, and to his heirs for ever.

1666. Nov. 12.—Grant of a rent charge from Martin Fenwick, the elder,

and his first and second sons, then living, to Dorcas Rutter, widow of his late eldest son, Lance., of 60*l.* p. ann. for life, and then to Elizabeth, wife of said Martin and her heirs for ever, payable out of the lands in Gunnerton and Kenton called Northfield, Longfield, Whinnyfield and Eastfield; remainder of the rents of those lands, if any be, to go to the maintenance of the 3 sons of Lance., decd., late husband of the said Dorcas.

1669. May 1.—Deed of confirmation of the division of Kenton "made about 40 years ago." The wester part is allotted to Tristram, son of Robert, and the easter to Martin and his wife, the estate in law being in her as a coheir. Executed by both parties.

1670. Nov. 5.—Deed of covenants between Martin Fenwick the elder, Elizabeth his wife and Martin his grandson, eldest son of Lancelot Fenwick (eldest son of Martin the elder) to Nicholas Fenwick. Reciting a lease to said Nicholas of a moiety of Kenton colliery and that he then stood engaged to several persons for Martin, for the several sums in a schedule mentioned; therefore, said Martin, the elder and younger, covenant that Nicholas shall keep the colliery rents, by him payable, in his hands, and apply the same to the payment of these debts, and that they shall not demand any rents of him till the said debts and interest be paid.

1672. Nov. 22.—Dismission of Robt. Errington's bill against Martin and Tristram Fenwick on a full hearing, plaintiff claiming Kenton estate as grandchild of Barb. Errington, one of the daughters of Robt. Fenwick by his first wife.

1674. Oct. 20.—Deed of covenants between Martin Fenwick, the younger, of Kenton (his grandfather then living), and his two younger brothers, Robert and Tristram, to levy a fine to them of all his lands in Kenton, then in his possession, and of his lands in Gunnerton, to use that they shall each take thereout, after death of Martin the elder, an annuity of 36*l.*, subject to voidance on paying each of them 50*l.*, and they covenant not to resort to, or take any benefit of, the deed of July 20, 1659, granting them 100*l.* annuity, but release all their claim to the estate on performance of the covenants. Executed by both parties.

1674. Hilary Term.—Indenture of a fine pursuant to foregoing deed. Robert and Tristram Fenwick, plaintiffs, Martin Fenwick, deforciant.

1675. June 23.—Deed of sale, or confirmation, from Martin Fenwick, the elder, to Martin, the younger, of St. John's lands in Kenton, as mentioned in deed dated Feb. 14, 1659-60.

1676. Oct. 20.—Lease for 99 years from Martin Fenwick, the younger, to Martin the elder and Nicholas Fenwick of his lands and colliery in Kenton, to indemnify them against 650*l.* for which they stand bound to him to James Metham and others.

1676. Oct. 23.—A rent-charge of 50*l.* p. ann. from Martin Fenwick, the younger, to Martin, the elder, for life, out of Gunnerton and Kenton,

1676. Nov. 1.—Deed to levy a fine and suffer a recovery by Martin, the younger, of Kenton lands. (On this deed is written that in Easter, 1677, a fine and recovery was levied and suffered.)

1677. March 30.—Lease and release from Martin Fenwick to Mr. Jos. Carr of his moiety of the lands and coalmines in Kenton.—Same date, deed enrolled, Martin Fenwick to Mr. Jos. Carr and his heirs of the foregoing lands, etc., and his lands at Gunnerton.—Same date, defeasance, to be void on payment of 742*l.* on April 2, 1678.

1678. April 9.—Martin Fenwick having demised his colliery to Wm. Auboyne for 7 years at 36*l.* p. ann. [agrees] about water courses, keel-room and other things.

1680. Oct. 26-27.—Lease and release from Jos. Carr, Martin Fenwick and Elizabeth his wife to Wm. Bigge of the moiety of Kenton lying to the east, and of the coalmines under the same, with bond for payment of 1,200*l.* and interest, dated Sept. 20, 1680.

1680. Mich. Term.—Indenture of a fine, Wm. Bigge and Wm. Lilburn, plaintiffs, Martin Fenwick and Elizabeth, his wife, defendants. Defeasance to be void on payment of 1,200*l.*, with interest half yearly, at Michaelmas, 1683.

1680. Dec. 14.—Assignment of annuity of 36*l.* out of Kenton; Tristram Fenwick of Overgrass, to his brother Robt. Fenwick and his heirs. (This deed was acknowledged to be enrolled but never was.)

1688. Dec. 14.—Deed enrolled. Robt. Fenwick, one of the younger sons of Lancelot Fenwick, to Frederick Newton, in trust for Mr. Lilburn, being a grant of his annuity of 36*l.* out of Kenton, and all his benefit thereof, together with the grant and interest thereof.

1680-81. Jan. 26.—Assignment by Martin Fenwick of Kenton to Martin Fenwick, his uncle, of Elswick, of the rent of 36*l.* p. ann. reserved on the lease made to Mr. Aubone of Kenton Colliery for securing to him the payment of 100*l.*, on Jan. 26, 1681-82.

1681. Aug. 9.—New defeasance. William Bigge to Martin Fenwick, on Mr. Bigge advancing 100*l.* more, wherein it is covenanted that all securities shall be delivered up, paying 1,300*l.* with interest at Martinmas, 1683.

1681. Nov. 9 and 10.—Lease and release from Martin Fenwick to William Lilburn, esq.; of $\frac{1}{2}$ of Kenton colliery.

1681. Nov. 10.—Deed confirming the annuity transferred by deed of Dec. 14, 1680, from Robt. Fenwick and his brothers Martin and Tristram to Fred. Newton with receipt for 450*l.* consideration money.

Same date. Assignment of Tristram Fenwick's annuity of 36*l.* from Tristram, Robert and Martin Fenwick to Fred. Newton in trust for Mr. Lilburn, with receipt for 450*l.* as above.

1681. Nov. 11.—Counterpart of defeasance. Wm. Lilburn to Martin Fenwick to re-convey the annuities of 36*l.* and the $\frac{1}{2}$ part of the colliery to Martin Fenwick and his heirs on payment of 1,100*l.* and interest.

1682. May 12.—Lease for 21 years, Martin Fenwick to Doro. Milbanke, of his colliery at Kenton for securing 100*l.* and interest, May 11, 1683, and bond to perform.

1683. Nov. 22.—Lease from Martin Fenwick to John Blackett of Harton Grange, of his moiety of Kenton colliery for 7 years from May 1, 1685, to be void upon Fenwick paying 500*l.* at any time before the commencement, with interest, first giving 3 months' notice of his intention to pay the same.

1683-4. March 12.—Deed enrolled from Frederick Newton and Mrs. Lilburn, widow of Wm. Lilburn, to Wm. Aubone and his heirs of the several annuities of 36*l.* a piece, formerly Robt. and Tristram Fenwick's for securing 700*l.* and interest.

1672 (?). April 11 and 12.—Lease and release from Elis. Lilburn, widow, by directon of Martin Fenwick, to Edward Collingwood, in trust for Mr. Bigge of $\frac{1}{3}$ of Kenton colliery, for a competent sum, with covenants that her sons, when of age, shall convey and release. (It is not signed by Fenwick, neither is there any receipt. A copy only.)

1685. April 13.—Assignment from Wm. Aubone, Fred. Newton, Martin Fenwick and Elizabeth Lilburn of the annuities of 36*l.*, to Thos. Frewen and Jno. Bowles, esq., in trust for Wm. Bigge.—Same date, defeasance from Wm. Bigge to Martin Fenwick of all the above mentioned securities to be assigned, etc., on payment of 3,000*l.*, with interest half yearly, on Nov. 11, 1686.

1687. Nov. 29.—Statute Staple, Martin Fenwick to Sir John Williams for 300*l.*

1688. March 29.—Deed in which Dorcas Rutter, *alias* Werge, states that she claims but 60*l.* per ann. out of Kenton for life.

1688. Dec. 8.—Assignment from Dorcas Werge to Timothy Davison of her rent-charge out of Kenton and all her interest therein, in consideration of the quarterly sum of 15*l.* for life.

1688. Dec. 11.—Articles betwixt Mr. Martin Fenwick and Mr. John Douglas for the purchase of his moiety of Kenton lands and colliery for 6,000*l.*

1688. Dec. 19.—Assignment from Mr. John Blackett to Timothy Davison of his term of years in Kenton colliery.

1688. Dec. 27 and 28.—Conveyance from Mr. Wm. Bigge and his trustees, to Sir Wm. Blackett and his trustees, of the $\frac{1}{3}$ part of Kenton colliery which Mr. Lilburn had, and the two several annuities of 36*l.* apiece which Robert and Tristram Fenwick had, and the judgment for 2,400*l.* which Mr. Bigge had against Mr. Martin Fenwick, with a lease *per anno* from Collingwood Bigge and Fenwicks of $\frac{1}{3}$ part of the colliery to Davison, Ridley and another, and from Bowles and Frewen to Lumney and Ramsay of the two annuities.

Same dates. Release from Mr. Wm. Bigge, Martin Fenwick, Col. Sal-

keld, and others, to Sir Wm. Blackett of a moiety of Kenton and the colliery, with receipts for purchase money annexed and a lease *per anno*, Bigge and Fenwick, to Sir Wm. Blackett and another from Col. Salkeld and others.

1688-9. Jan. 12.—A schedule of writings relating to Kenton for which Sir Wm. Blackett gave Mr. Bigge a receipt.

1688-9. Jan. 17.—Sir Robt. Shaftoe's note to Col. Strother and trustees to sign the covenants in the deed about Kenton.

1688. Trinity Term.—Exemplification of a recovery of a moiety of Kenton, Cuth. Snow and Jno. Cook, demandants, Sir Wm. Blackett, tenant, Martin Fenwick and Elizabeth, his wife, vouchees.

1688-9. Feb. 5.—Bill of sale, John Blackett of Wylam to Sir Wm. Blackett, of coals and work gear at Kenton colliery.

1689. April 23.—Assignment from Dorcas Werge to Sir Wm. Blackett of the benefit of a lease, by her made to Wm. Cook, of lands in Kenton, with Cook's bond to perform.

1689. Aug. 1.—Mr. Douglas's notes about Kenton estate, with some abstracts and his state of Fenwick's title.

1689. Sept. 23. Lease from the Mayor and Burgesses of Newcastle Sir Wm. Blackett, of a way-leave through the Town Moor for ever, in consideration that he is to repair that part of the Moor hedge adjoining to Kenton grounds, under a peppercorn rent.

1689. Mich Term.—Indenture of a fine of a moiety of Kenton; Sir Wm. Blackett, plaintiff, Bigge, and others, deforciant.

1689. Sept. 28 and 29.—Lease and release of a moiety of the manor of Kenton from Sir Wm. Blackett to Mr. Thynne, in consideration of a competent sum. Cancelled.

1689. Sept. 28 and 29.—Lease and release from Sir Wm. Blackett and his trustees to Mr. Thynne and trustees of $\frac{1}{3}$ of Kenton colliery and the annuities and assignment of Bigge's judgment. Cancelled as to Sir William's seal.

1689. Dec. 17.—Mr. Nicholls, his receipt for Kenton writings as trustee to Henry Frederick Thynne, esq.

1689-90. Feb.—*Quietas p.* Kenton estate.

1690. Oct. 23.—Assignment of a bond and letter of attorney from Martin Fenwick to Wm. Strother, in trust for his wife and children with the bond annexed, both cancelled. Attached are a deed dated Feb. 6, 1693, to release to Sir Wm. Blackett all claims on the above bond, and a copy of a new bond given by Sir William, Feb. 14, 1693.

1693-4. Jan. 10.—Deed of covenants to suffer a recovery, Martin Fenwick and John Fenwick to Sir Wm. Blackett and his heirs, of a moiety of Kenton.

1696. Trinity Term.—Exemplification of a recovery of a moiety of Kenton, Cuthbert Snow and John Cook, demandants, Sir Wm. Blackett, tenant, and John Fenwick, vouchee.

1700. March 29 and 30.—Lease and release from Hen. Fred. Thynne, esq., to Sir Wm. Blackett, of a moiety of Kenton and a receipt endorsed for the consideration money.

1703. March 29 and 30.—Reconveyance, Mr. Thynne and his trustees of $\frac{1}{2}$ of Kenton colliery and of the two annuities and Bigge's judgment. The two leases for a year annexed.

1691. Nov. 18.—Assignment of a term of 99 years from Sir Robt. Shafto and another to Robt. Shafto, esq., of wayleaves and staithroom.

1693-4. Jan. 20.—Lease from Mr. Robt. Lilburn to Sir Wm. Blackett of a moiety of Kenton colliery.

1707. May 1.—Articles betwixt Sir Wm. Blackett and Stephen Raw and another touching Kenton waggonway, etc.

1702-3. March 4.—Counterpart of lease of closes in Kenton to Wm. Jobling and another expired.

1704. June 27.—Counterpart of lease of Kenton quarry to Wm. Shaw, expired.

1704. Sep. 25.—Counterpart of lease of several closes in Kenton to Thos. Gibson, expired.

1704. Nov. 30.—Articles with Mr. Bowman and another touching the leading of coals from Kenton.

1692. Mich. Term.—Indentures of a fine, *sur concessit*, from Robt. Shafto, esq., to Sir Wm. Blackett of staithroom and wayleaves from Kenton.

1704-5. Jan. 20.—Counterpart of lease of several closes in Kenton to Thos. Savan, expired.

1705. May 21.—Article with Richd. Martin touching working of coals out of Kenton west waste.

KIRK NEWTON. [C.H.B.]

1664. June 3.—Indenture by which, for 720*l.*, Wm. Burrell, sen., of Howtell, Northumberland, gent., Thos. Trotter of Eglington, Northumberland, clerk, Gilbert Swinhoe of Berrington, co. Durham, esq., and James Swinhoe of Chatton, Northumberland, gent., grant to John Reede, jun., of Kirk Newton, gent., the farmhold of Reedsforde, in Howtell, late in occupation of David Eadeington, gent., and the farmhold called Anthoney's land, in Howtell, occupied by John Nesbett and Stephen Anderson; also the closes called Thorneydykes, *alias* Wills Close, Symms Close, and Johns Lands in Howtell, occupied severally by William, son of Lancelot Burrell, Geo. Davison, Ralph Pott and Geo. Tully. Witnesses: Lu. Collingwood, Robert Reed, David Edington, Thomas Watson, his \times mark, George Trumbulle. Endorsement of livery and seisin witnessed by Collingwood, Watson and Trumbulle and by William Currell, or Cowell, and Mark Scott, scrivener.

OTTERCAPS, REDESDALE. [R.W.]

1544. Dec. 20.—Deed by which Alexander Hall of Munkridge within the liberties of Redesdale, co. Northumberland, yeoman, gives to Gabriel Hall and William Hall, his sons, all his title, interest, etc., in the vill or hamlet of Attercopps* within the said liberties, which he had by the concession of William Swinburne of Capelheton, in said county, together with an annual rent of 12s. arising out of the land and tenement of Gilbert Foster of Widburne in said county, with appurtenances, etc., to have and hold, etc., for ever.

1611. Oct. 16.—Indenture by which, for 13*l.* 6*s.* 8*d.*, William Swinburne of Capheaton, esq., conveyed to Thomas Hall of Attercopps, in the parish of Ellesden, yeoman, all that messuage, etc., in Attercopps, now in the occupation of Gabriel Hall, gent., with all mines of coal, quarries of stone, land, etc.

1613. Oct. 9.—Record of fine made at Westminster in the octave of St. Michael, 11 James I., before Edward Coke, Peter Warburton, Humphrey Wynche and Augustus Nicolls, justices and others there present, between Gabriel Hall, Thomas Hall and William Hall, plaintiffs, and William Swinburne, esq., defendant, of 4 messuages, 4 cottages, 300 acres meadow, 500 acres pasture, 500 acres of gorse and brushwood, and 500 acres of waste, with common of pasture, and the appurtenances in Attercopps, Reyleys and Ellesden. Whereof a plea of covenant was summoned between them, to wit that the said William Swinburne acknowledged the said holdings and common of pasture, with the appurtenances, to be the right of said Thomas Hall, and the same as the said Gabriel, Thomas and William Hall held of the gift of the said William Swinburne, and he remitted and quit claimed the same, for himself and his heirs, to the said Gabriel, Thomas and William Hall, and the heirs of the said Thomas, for ever. For which remission said Gabriel, Thomas and William Hall gave said Wm. Swinburne 600*l.* sterling.

CHANTRY LANDS AT Ovingham. [R.W.]

1590. Dec. 30.—Indenture whereby William Tipper and Robert Dawe, London, for a certain sum, alienate to Arthur Baynbrigg, gent., Eskrigg, co. York, cottages, lands, etc., in Ovingham, heretofore given to the sustentation of the chantry of St. Mary of Ovingham in the parish church there, now or late in the several tenures of Arthur Lee, Robert Lee, Matthew Carr, John Richardson, Henry Harrison, Thomas Lumley, Robert Simpson, John Newton, Jared Bell, Richard Feninge and John Swallowe, to have and hold the same in as large and ample manner as said Tipper and Dawe lately held them among other lands and tenements of the gift and grant of our sovereign

* See Hodgson, *Hist. Northd.* Pt. II. vol. i. p. 102.

lady the Queen's Majesty that now is, by letters patent, dated Richmond, Dec. 22, the 33rd year of her reign, and to hold the same of our said lady the Queen as of her manor of East Greenwich, by fealty only, in free and common socage and not in chief, nor by knight service, paying to our sovereign lady, yearly, 2s. 6d. at the feasts of the Annunciation and St. Michael, at the receipt of the Exchequer or to the hands of the General Receiver of the co. of Northumberland in equal portions for ever.

OVINGHAM MILL. [N.S.A.]

1634-5. Feb. 2.—Indenture by which Algernon, earl of Northumberland, demised to Roger Fenwick of Shortflatt, co. Northumberland, his water corn-mill at Ovingham, commonly called Ovingham Mill, also one overfall mill near adjoining (now or late in the occupation of Wm. Lee at the yearly rent of 18*l.*), with tolls, weirs, fishings, etc., to said mill belonging, for 21 years from Michaelmas last past, paying at the said earl's castle of Alnwick a yearly rent of 25*l.* secured by bond of 50*l.* Usual covenants for repairs, payment of cesses, etc., follow. Provision that, if during the term of the said lease, the lessor shall new build the great dam of Ovingham, at the one end whereof the said mill now standeth, either there or at some more convenient place, a year's warning shall be given and the lease shall cease and determine.

LANDS AT PONTELAND, FELTON, ETC.—MARRIAGE SETTLEMENT. [C.H.B.]

1703. May 1.—Indenture tripartite: (1) Isabel Rumney, widow, Newcastle; (2) Rev. Thos. Tully, spiritual chancellor, Carlisle, Thos. Wasse, esq., alderman, Newcastle, John Stephenson, Jonathan Roddam and John Wilkinson, merchants, Newcastle; (3) George Ledgard, esq., Newcastle. Reciting that Robt. Fenwick, merchant, Newcastle, by indentures dated Dec. 27 and 28, 1700, conveyed to said Rumney, Brenkley High House farm, Ponteland, conditioned upon payment of 500*l.* and interest, which is still owing; that John Wilkinson, gent., Newcastle, Edwd. Manners of Acton, parish of Felton, and Jane his wife, by indentures, dated March 27 and 28, 12 Wm. III., released to said Rumney the capital messuage called Acton, heretofore in possession of said Manners (he covenanting to levy a fine, etc.), defeasible upon paying 200*l.* and interest, which is still owing; that Michael Fenwick, gent., Newton Garths, Durham (son and heir of Wm. Fenwick, late of Nunn-kirk, gent., and grandson of Ralph Fenwick, gent., late of Newton Garths, decd.), and Jane his wife by indentures dated June 16 and 17, 1702, for 200*l.*, released to said Rumney, Newton Garths, parishes of Bowdon and Whitburn, co. Durham, with lands as follows:—the East-fields, 140 acres, Hope's Close, 3 acres, Christopher's Close, 24 acres, Gards or Dams, 26 acres, the Horse-

meadows, 17 acres, Cow Close, 28 acres, the Fence, 38 acres, grounds about the house, 6 acres, Harding's Close, 60 acres, a walk mill, a malt barn and kiln and the East-field's house, formerly occupied by said Ralph Fenwick and Catherine his wife, and of late by said Michael Fenwick, his tenants, etc., conditioned upon said Michael and Jane paying 6*l.* before July 6 following, and 200*l.* by January 7, 1703. And whereas a marriage, by God's grace, is shortly to be solemnized between said Isabel Rumney and said Geo. Ledgard, and it is agreed that all sums of money due thereon and all securities in the names of John and Isabell Rumney shall be settled upon trust, etc., so that said Ledgard shall not meddle therewith. Now said Rumney releases unto said Tully, Wasse, Roddam, Stephenson and Wilkinson the lands, etc., in Acton, Newton Garths, Ponteland, etc., upon trust to the use of said Isabell until the marriage, and afterwards said Tully (and the rest) shall receive the profits, etc., paying to said Isabell 60*l.* a year and to said Ledgard the residue, but, if said Isabell survive said George, she shall receive the whole. Various covenants providing for issue, etc., and one from Ledgard that he will not commit any act by which the provisions of the deed may be barred or defeated. Witnesses: John Ord, Thos. Ord, jun., Philip Middleton.

LANDS, ETC., AT PLESSEY AND SHOTTON. [R.W.]

1673-74. Feb. 21.—Indenture between (1) Richard Neile, esq., Durham, Anne his wife and John Morland, esq., Durham; (2) Robert Brandling, esq., Alnwick; (3) Edward Widdrington, esq., Felton, John Tempest, esq., Old Durham, Thos. Selby, esq., Biddleston and Thos. Featherstonehaugh, esq., Stanhope, in pursuance of agreement, dated Feb. 11 last, by which said Neile and wife and said Morland undertook to levy to said Brandling a fine or fines of messuages, lands, etc., in Shotton (part of Plessey), occupied by Elinor Mitford, widow, Fenwick Middleton, gent., Isabel Hall, widow, and Thos. Humble; also messuages, 3 gardens, 100 acres of land, 100 acres of meadow, 200 acres of pasture, 400 acres of heath and moor; said Brandling and his heirs to be seised of said premises to use of said Widdrington, Tempest, Selby and Featherstonehaugh for 99 years from date hereof (if Ralph and Charles Brandling; brothers of said Robert, shall so long live) to pay said Ralph and Charles, yearly, in the church porch of St. Nicholas,* 30*l.* each.

* A comparatively modern illustration of the ancient practice of making payments within the precincts of a parish church. In 1459 a bequest under the will of one Agnes Bedford was to be paid 'at St. Nicholas's style'; in 1474 it was provided that the dowry of Cecile, daughter of Edwd. iv., in a projected marriage with prince James of Scotland, was to be repaid if no marriage took place, 'such repayments to be made in the parish church of St. Nicholas, Newcastle,' and so on.

WAYLEAVE AT PRUDHOE. [R.W.]

1737-38. March 6.—Agreement by which Reginald Bell, gent., Prudhoe, and William Bell, his son, let to John Humble, hostman, Newcastle, six closes called Eastwood, with liberty to make one sufficient waggonway and byway through the same, and to lead coals wrought at the collieries belonging to his Grace the Duke of Somerset called Prudhoe Lordship and The Hagg; to hold the same from Mayday next during the rest of a term of years granted by said duke to said Reginald Bell, paying yearly to said Reginald and Wm. Bell, 20*l*. Covenant that Humble shall fallow and manure the tillage grounds of said premises according to the best course of husbandry and custom of that part of the country, and build there a dwelling house, barn and stable, and leave the same at the end of the term. Further covenant that if the Bells should obtain a new lease from the duke at the end of current term they should let the premises to Humble at same rent and for such period as, with residue of present term, would make up 21 years. Witnesses: Michael Humble, John Widdrington.

PARTITION DEED.—PRUDHOE [R.W.]

1750. Sept. 8.—Articles of agreement between Mark Wright, wheelwright, Prudhoe, and Mary his wife, and William Hutchinson, parish clerk, Ryton, and Hannah his wife. Reciting that said persons are interested as joint tenants for 19 years from March 25, 1749, in certain premises by two leases, dated Sept. 19 last, to them made by the most noble prince Algernon, late Duke of Somerset, and the Hon. Sir Hugh Smithson, bart., of Stanwick, co. York, and the right hon. the Lady Elizabeth Smithson his wife, and that they have agreed to divide the premises. Now, said Hutchinson and wife agree to occupy and enjoy in severalty the bakehouse, part of the premises, and the south half of the barn and one half of the byer with a moiety of the stackgarth, and the lands lying about a mile east of the houses belonging to the same and the village of Prudhoe, called the East Wood, or Milkwood haugh and all wayleaves for the same, bounding on lands belonging to Robt. Ord, esq., and Mr. Edwd. Weatherby, W., lands of Thos. Robson, E., the road from Prudhoe to Crawcrook, N., and Stanley Burn, S., said Wright and wife agree to take the dwelling house now in his possession, the north half of the barn, the other half of the byre and stackgarth and all the garth or garden behind the stackgarth, with liberty to use the bakehouse at seasonable times, and the lands on the west of said houses and village of Prudhoe, bounding by lands of James Hutchinson and Stephen Ellrington, W., lands of Mr. Ord, E., the road aforesaid, N., and the road to Mickley, S. Wright to pay the rents reserved in the leases, towards which Hutchinson is to pay Wright 20*s*. a year.

Memorandum. It is agreed that before executing the above articles said Wright is to hold Hutchinson's part of the premises from date of the articles till March 25 next, and the cartage on the S. side of the waggon-way until May 1 next, paying Hutchinson 10*l*.

1750. Oct. 13.—Mark Wright and Wm. Hutchinson, above named, agree that until March 25 next Wright shall maintain his mother-in-law Mary Sisterson, Hutchinson paying him 3*l*., and further, that which of them shall maintain said Sisterson from March 25 shall receive from the other at the rate of 3*l*. a year, and that the expense of her burial shall be equally borne between them. Witnesses to both documents: Geo. Humble and John Richmond.

LANDS, ETC., AT RYAL. [R.W.]

1752. Oct. 6 and 7.—Indentures of lease and release between (1) Nathaniel Johnson of Flass, co. Durham; (2) Robert Bewicke of Close House, esq., and Jane Bewicke of the same, widow; (3) Robert Lynn, gent., Urpeth, and (4) William Lee, Leicester Street, Golden Square, London, of lands at Ryal with covenant for suffering a recovery. Exemplification of recovery accordingly, Robt. Lynn, demandant, Wm. Lee, tenant, Nath. Johnson, vouchee.

1755. August 20.—In consideration of 800*l*. paid by said Jane Bewicke, said Robt. Bewicke assigned to her the lands at Ryal to hold for remainder of a term of 1,000 years.

1763. Nov. 30.—Indorsement of release of Oct. 7 whereby the lands at Ryal are charged with a further sum of 400*l*. advanced to said Johnson by the Rev. Wilson Bewicke, one of the sons of the executors of said Jane Bewicke making a total sum of 2,000*l*. Bond from Johnson to Bewicke, bearing same date, for 400*l*.

1765. March 14.—Deed of assignment between (1) Wilson Bewicke; (2) Nath. Johnson, and (3) John Simpson, esq., Newcastle, whereby in consideration of 2,000*l*. paid by Simpson to Bewicke and 200*l*. to Nath. Johnson, said premises are assigned to Simpson for remainder of the term of 1,000 years as security for repayment of 2,000*l*.

SEGHILL, ETC.—MARRIAGE SETTLEMENT. [C.H.B.]

1669. Nov. 22.—Indenture between Robert Mitford, Sighill, and William Blackett, merchant and alderman, Newcastle, by which said Mitford, in consideration of a marriage shortly, by God's grace, to be solemnized between him and Christian, daughter of said Blackett, and 1,000*l*. paid by said Blackett as her marriage portion, and for providing her jointure and sufficient maintenance, if it shall please God that she survive him, and in satisfaction of dower and continuance of the lands, etc., hereinafter mentioned in his heirs male, said Mitford covenants to levy a fine or make feoffment of his

manor of Sighill and all his lands at Ryall, Ingoe, Kearsley, Heaton and Highham Dykes so that said Blackett shall be seised of same: (1) To use of said Mitford for life, and after his death that said Christian shall receive 200*l.* a year from said lands, with power to distrain, etc., and, if insufficient distress be found to enter upon Marke Close, Stoney Lands, Two Dodd-ridges, Sandy Flat, Hodgson's Hole, New Close, Rough Close, North Field, Eight-penny Butts, and Sighill Moor, part of said lands, etc.; (2) to use that said Christian shall enjoy, for life, the capital messuage of Sighill, but if she outlive her husband, with heir male by her surviving, she shall have the messuage till the heir be 21, and then receive 10*l.* a year added to the 200*l.* abovenamed; (3) to use of heirs male of the marriage,* and in default to heirs male of said Robert with successive remainders to Michael, son of Thos. Mitford of Heaton, gent., Wm. Mitford of Peespool, gent., Thomas, son of said William and the right heirs. If said Robert die without male issue by said Christian, leaving a daughter, then out of the profits of said lands her portion shall be 1,000*l.*; if two daughters 800*l.* to the elder and 600*l.* to the younger, if three daughters, 700*l.*, 600*l.* and 500*l.* respectively; if more than three 2,000*l.* to be raised and divided equally among them. Daughters marrying without his consent while living, or Christian's consent after his death to receive only one half their portions. Witnesses: Will. Carr, Wm. Lilburne, Tim. Davison, Richd. Wright, Richd. Inglesby, Gerrard Stokeld.

HOUSE AND LAND AT SIMONBURN. [R.W.]

1686. April 20.—Agreement by which, for a yearly rent of 50*l.*, Sir Francis Radcliffe, bart., Dilston, demises to John Heron, esq., Chipchase Park House and William Errington, gent., Walwick Grange, a messuage, tenement and farmhold in Simonburn called Blackaburn from May 1 next. The said Sir Francis to put on what goods and cattle he pleases to eat all such ricks and stacks of hay as are now standing upon the same; the said Heron and Errington to pay all taxes, sesses and impositions, and yield up at the end of the tenancy the houses, hedges, fences and ditches in good

* See Hodgson, *Hist. Northd.*, part II, vol. i, page 259, for further items respecting this marriage.

1711-12. March 17. Will of Robert Mitford above-named. To be buried in the chapel of Earsdon among my ancestors. To wife Christian, my chariot and 5 coach mares, plate, linen and household goods; to daughters Dorothy, Mary and Barbara, 100*l.* each. All other goods, corn, hay, cattle, sheep, wool, implements of husbandry, ready money, bills, leases, etc. (debts and legacies being duly paid), to said wife and youngest son, Christopher, joint executors. To George Midford, barber chirurgion, *5*l.** for a token. Witnesses: Wm. Greene, Charles Clarke, John Richardson. Proved at Durham, Nov. 4, 1714.

and sufficient repair together with the above demised premises. Bond for faithful performance of same date. Witnesses to both documents: Matt. Gill, John Pearson and Richd. Hayles.

STAMFORDHAM, ETC. [C.H.B.]

1604. Nov. 1.—Indenture between Wm. Bigg of Newcastle, gent., and Robt. Mitford of Seghill, esq. Reciting that said Mitford conveyed to said Bigg all his moiety of Kearsley, parish of Stannerton, *alias* Stamfordham, including mines, quarries, coalmines, coalpits, colliery seams, etc., and two messuages in Pilgrim Street, Newcastle, now in possession of said Mitford, bounding upon the messuages of Geo. Pattison, N., and Wm. Davidson, S., Pilgrim Street, E., and the common sewer called Lort Burn, W. Fee simple to revert to Mitford on payment of 500*l.* with interest on May 2 next. Witnesses: Jon. Hindmarsh, Tim. Hickeringill, Mark Browell.

MANOR OF STANTON, LONG HORSLEY. [R.W.]

1639. August 15.—Indenture between (1) Francis Nevill, esq., of Cheete, or Chevet, co. York, William Fenwick, esq., of Stanton, and Edward Fenwick, his son and heir apparent and (2) William Rea, gent., of Camma [Cambois] and Robert Watson, gent., Wallington, Northumberland. Reciting a deed dated July 8, 1636, by which said Fenwicks and Nevill granted to John Heron and Edward Burdett the manor of Stanton, comprising closes named Horse Riggs, Birkes, Fence, Weet-butts, Hall-meadow, Mill-closes, Mill-bankes with the mills and mill houses, closes called Briggamore, Furniss close, the close before the gates, Middle close, Burnehawes, and Cleckhoole, the West Yeard and houses there, the East Yeard and houses there, the Pea-field, Long Crofte, Priorfield, Middlefield, Southfield, Fawyett Knowes, one hamlet called Limekiln field, closes called Reseley Meadows, Townlawe Hill and the Intake hamlets called Birrie Hill, Absheldes and Trew-whetley-sheldes and all other their lands in Stanton, with all woods, underwoods, commons, wastes, colepits, colemines, myneralls, quarries, delfes of ironstone or other stone, waifes and straires, goods of felons, deodands, and all other profits, etc., to said manor belonging to the use, etc., that said Nevill should have a yearly rent of 50*l.* at Michaelmas with power of distraint, etc. Now, etc., for a certain sum of money paid by Rea and Watson, Nevill, with consent of Fenwicks has set over to them said rent charge. Witnesses: Jo. Ffenwicke, Rog. Ffenwicke, Rog. Lyohn, and others.

1659-60. Feb. 21.—Indenture between (1) Edwd. Fenwick, esq., Stanton high sheriff of Northumberland, and Sara his wife, William his eldest and Peter his second son and Francis Nevill, esq., of Cheete; (2) Robert Ellison esq., Hebburne, co. Durham, high sheriff of said county and Benjamin

Ellison, merchant, Newcastle; and (3) William Fenwick, bart., Wallington, and Christopher Nicholson, merchant and alderman, Newcastle. For and in consideration of a marriage by the grace of God to be had and solemnized between said Wm. Fenwick and Elizabeth, daughter of said Robt. Ellison,* and for seven hundred pounds to be paid by said Robert as a marriage portion and providing a jointure in case said Elizabeth should outlive said William, her intended husband, they, the said Fenwicks and Nevill, will convey to said Ellisons the manor of Stanton till a common recovery shall be had, and after said recovery, said premises shall be to the uses following: the messuage of Berry Hill to use of said William and Elizabeth his intended wife during her life, and after to use of said Sara for life; Berry Hill farmhold with closes, etc., called Berry Hill, Absheald, Trewetlysheald, Limekilnfield (or Grainesham), Northfield, Middlefield, Priorfield, Smithfield, Townelaw, Highfield, and Beaconsfield to use of said William for life and after to use of said Elizabeth for her jointure in lieu of dower, and after the death of William and Elizabeth to use of their first son, and so on, down to the 10th son (with provision for raising portions for daughters), and in default to son or sons of any other wife said William may marry, with remainders to Peter, Robert, James and Thomas, successively sons, and John and Ralph, brothers of said Edwd. Fenwick. Provided always that said Edward may enjoy all coal mines in said lands, and the manor house of Stanton during his life, then to said William and Elizabeth for life; the residue of said manor to use of said Nevill to secure a rent charge of 30l., until 500l. with arrearages be paid, then to said Edward and Sara, and after their death to said William, with remainder to sons of said William and Elizabeth down to the tenth, then to sons by any other wife, his brothers and uncles as before. Provision for other contingencies follow.

1668. Nov. 9.—Indenture between (1) John Fenwick, gent., Benfield, co: York; (2) Edward and William Fenwick of Stanton; and (3) Mark Milbanke, esq., of Newcastle. Reciting that by Chancery decree, dated June 29, 1664, it was ordered that said Edward and William should pay said John 800l., arrears of rent charge, and that William Rea, gent., of Cammo (to whom said rent charge had been granted in trust for said John), should convey it to him; that said John had proceeded to a sequestration of the manor, and that said moneys and arrears had been adjusted. Reciting also that said John, with William Fenwick, gent., of Nunriding, Northumberland, John Stainsby, gent., of Clement's Inn and William Syme, gent., of Lincoln's Inn, three of the sequestrators, by deed dated April 3, 1667, demised to said Wm. Fenwick, Thos. Spratt, Jas. Fenwick, Wm. Hull, Thos. Forster, Thos. Robinson, Nich.

* The interest attaching to this marriage receives fuller consideration in *Arch. Ael.*, 2 ser., vol. XI, pp. 65-81.

Bartram, Hen. Henderson and Richd. Martin, the said manor then in their possession, paying to said sequestrators, for use of said John a yearly rent of 100*l.*; that there was still due under the decree 1,200*l.* besides a sum of 700*l.*, former arrears and money due, and that said Rea, by indenture of April 1, 1668, granted said rent charge to said John. Now said John, in consideration of 700*l.* paid by said William Fenwick (200*l.*) and Mark Milbanke (500*l.*) grants unto said Milbanke the said rent charge of 50*l.* It is, nevertheless, hereby declared that neither these presents nor the fine herein to be levied by said John and his wife, formerly dame Mary Rogers, shall hinder said John from levying said 1,200*l.*, which was due before the rent charge was agreed to be granted.

1672. Sept. 20.—Indenture between (1) Sir Thomas Wolstenholme, bart., London; (2) William Lilburne, esq., Newcastle; (3) Sandford Nevill, esq., of Cheete, Edward Fenwick, esq., Stanton, William Fenwick his son and heir, Robert Ellison, esq., Hebburn, and Benjamin Ellison, merchant, Newcastle. Reciting the marriage settlement and the rent charge of 30*l.* therein provided: that Francis Nevill is dead and Robt. and Benj. Ellison have sued Sandford Nevill for breach of covenant and intend to try same at ensuing Northumberland assizes; that said Nevill, Edwd. and Wm. Fenwick and Robt. and Benj. Ellison have come to an amicable agreement for transferring the rent charge from Nevill to Wm. Fenwick or his appointees; that Wm. Fenwick hath appointed the rent charge to be granted to Wm. Lilburne, and that Nevill hath granted it to said Wolstenholme. Now the said Fenwicks and Ellisons release unto said Nevill all manner of actions arising before the date of these presents, and said Nevill and Wolstenholme for 5*s.* apiece paid by said Lilburne, with consent of the rest grant to said Lilburne the annuity of 30*l.* and the aforesaid sum of 500*l.* in case the same should happen to be paid. Enrolled in Chancery Feb. 13, 1672-73.

LANDS AT SWARLAND, JESMOND, ETC. [N.S.A.]

1585. Aug. 12.—Indenture between Roger Heslerigge, late of Swarland, co. Northumberland, gent., and his kinsman, Michael Weldon, gent., by which said Roger confirms a deed of the previous day, whereby he gave to John Heron of Chipchase, Mich. Ridley of Willimonteswick, and Ralph Whitfield of Whitfield, esquires, all in co. Northumberland, and George Lumley of Axwell Houses in co. Durham, gent., all his messuages, lands, etc., in Swarland, Le Firth, Le Glantles, Jesemonde and Jesemonde fields, and also all his messuages, lands, etc., within the town of Newcastle to hold the same to his own use for 60 years, or while living, and then to the use of the said Michael Weldon, his heirs and assigns for ever.

COAL MINES NEAR TWEEDMOUTH. [R.W.]

1761. July 31.—Articles of agreement between (1) William Cresswell, esq., Cresswell, and Robert Lisle, gent., Morpeth, and George Lisle, gent., Newcastle, residuary legatee of the real estate of Robert Bulman, gent., Morpeth, decd., and (2) Sir Walter Blackett, bart., Wallington. Reciting that said Bulman was entitled to three fifths of the coal and coalmines, etc., under lands called the 'Threap or Plea grounds between Murton and Unthank [parish of Tweedmouth] and the other two fifths belong to Sir Walter Blackett, and that said Bulman by his will devised his coalmines, etc., to said Cresswell and Lisle upon trust and then to use of said Geo. Lisle and his heirs for ever. Reciting also that said Geo. Lisle, for 300*l.*, hath agreed to convey to said Blackett the three fifths aforesaid. Now, said Cresswell and the Lisles agree that they will, at the request of said Blackett, on, or before Nov. 11, convey to him all the colliery, seams of coal, etc., with power to erect fire engines and hovels and houses for workmen, sink pits, drive drifts, lay coal and rubbish upon said grounds with wayleaves, rights of passage, etc., the use of all houses built upon the same, etc., without payment for spoil or damage to said grounds. Further, said Cresswell and Lisles shall not work for 12 years from Nov. 11 next, the seam called the splint coal seam lying in Murton grounds, within 100 yards of the boundary of said Threap grounds unless let to said Blackett. Witness: Hen. Richmond.

HOUSES AT TYNEMOUTH.* [C.B.]

1791. Sept. 9.—Indenture between (1) Thomas Ross, cordwainer, Newcastle, Thomas Armstrong, cordwainer, Stamfordham, and Francis his wife, formerly Francis Watson, spinster, which said Ross and Frances Armstrong were nephew and niece and legatees under the will of William Milbourn, plumber, Newcastle, decd.; (2) George Brumwell, cabinetmaker, Newcastle. Reciting indentures dated Jan. 27 and 28, 1783, of eleven parts, viz., (1) Thomas Heath, esq., Newcastle, and Edward Hall, gent., Whitley, trustees of said Wm. Milbourn's will; (2) Sarah Ianson, widow, Newcastle; (3) Mary Lundy, widow, Newcastle, and Wm. and Jno. Milbourn, plumbers, Newcastle; (4) Jos. Watson, carpenter, and Matthew Wilkinson, distiller, both of London; (5) James Peter Janet, yeoman, Westminster, and Mary his wife, and Henry Liddell, hardwareman, Hexham; (6) William, Mary and said Thos. Ross; (7) said Frances Watson, now Armstrong; (8) said Wm. Milbourn; (9) Chris. Fawcett, esq., Newcastle, (10) Thos. Marshall, glazier, Newcastle, and (11) Thos. Davidson, gent., Newcastle, whereby certain messuages, etc., in Tynemouth were duly limited in use to said Wm. Milbourn, and the then residue of a term

* A long and complicated deed, epitomized for the names it contains.

of 500 years, created Oct. 23 and 24, 1761 (between (1) Wm. Haxton, gent., Tynemouth, and Posthuma, his wife; (2) Geo. Anderson, bricklayer, Newcastle, and Ann his wife daughter of said Haxton; (3) Rowland Burdon, esq., Newcastle, which by several mesne assignments, etc., was then vested in said Marshall), was duly assigned to said Davidson in trust for said Heath and Hall for securing payment of 700*l.* and interest, and, after payment, in trust for said Wm. Milbourn, with proviso that if said Milbourn paid said Heath and Hall 100*l.* (being the shares at 25*l.* each of said William, Mary and Thomas Ross, and Frances Watson, now Armstrong, in 275*l.*) then the residue of said term should remain to other interests therein declared; and whereas said Rosses and Frances Watson did not execute said deed, being minors, and whereas by indentures of Feb. 14 and 15, 1780, between (1) said Edwd. Hall; (2) Robt. Grey, bricklayer, and Thos. Hunt, tinplate worker, (3) John Fenwick, gent., (4) said Wm. Ross; (5) said Mary Ross; (6) David Stephenson, architect; (7) said Geo. Brumell; (8) Wm. Wilson, gent., all of Newcastle; (9) said Heath and Hall; (10) said Thos. Davidson, all that new built messuage and several messuages and cottages at Tynemouth were released to said Wilson to the uses following, viz., a piece of ground 16 ft. 6in. broad towards Tynemouth street and backwards 100 ft. to use of said David Stephenson and the rest (except a passage 100 ft. by 10 ft.) to said Brumell, said Davidson to stand possessed of remainder of term of 500 years in trust for said Heath and Hall for securing payment of 50*l.*, remainder of 100*l.* mortgage money, and, after payment thereof, in trust for said Brumell with proviso that on Brumell paying said Heath and Hall 50*l.*, the shares of said Thos. Ross, and Frances Watson, said term should remain for other uses as provided; and whereas said Thos. Ross and Frances Watson have received their 50*l.*, and said Frances has since married Thos. Armstrong; and whereas the premises limited in use to Brumell are equitably discharged. Now it is witnessed that said Thos. Ross and Armstrong and wife absolutely release to said Brumell all interest or claim which they may have under the will of said Mm. Milbourn, deed. Witness, Thos. Bedlington.

FARM AT WALLSEND. [N.S.A.]

1564. July 18.—Indenture whereby Dean Whittingham and the Chapter of Durham lease to Richard, son of Robert Stott of Wallsend, yeoman, and Edmond, Robert and William, sons of the same Robert Stott and the longer liver of them all that their farmhold or seventh part of the township of Wallsend with its appurtenances (one parcel of ground called Wallsend Wood, now in the tenure of the said Robert except and reserved) to hold to said Richard for 21 years from Michaelmas next ensuing, and if he die before the end of the term, then to Edmond, Robert and William, or the longer liver of them, from Michaelmas next after his death till the expiration of the

years. Paying yearly 34s. 7d. at two terms, Martinmas and Pentecost, and all other by rents, customs, fruits and duties, which of antiquity have been accustomed to be paid. Various covenants follow, including security of 20l. given by William Brown of Wårdelye and Ralph Harle of Heworth for faithful performance.

WHELPINGTON BOUNDARY. [N.S.A.]

1732. Sept. 13.—Agreement between John Wetheritt of Birtley, co. Durham, gent., on behalf of Mark Milbank of Barningham, co. York, esq., of the one part, and Charles Francis Howard of Over Acres, esq., Robt. Widdrington of Morpeth, gent., and Archibald Forster of Monkridge, gent., all in co. Northumberland, for themselves and on behalf of the several other freeholders or proprietors of lands adjoining to West Whelpington Common of the other part. Whereas doubts and differences were like to arise between the parties relating to that part of the boundary of Whelpington and Ridsdale lordships adjoining on Reasey Burn; now it is hereby agreed that the said burn shall for ever be taken to be the certain boundary between the said lordships on that side where the said burn runs, and that all that part of the ground called Threap ground on the side of the burn next to Ridsdale shall be peaceably enjoyed by the said Howard, Widdrington and Forster and the other freeholders, their heirs, etc., and that all that part of the Threap ground on the side of the burn next to Whelpington shall be peaceably enjoyed by the said Mark Milbank, his heirs, etc. Covenants for further assurance, etc. (Signed) Chas. Howard, John Wetheritt, Antho. Forster, Robert Widdrington, Edward Forster (his mark). Witnesses: Thos. Umfreville, Robert Forster (his mark), Micaell Widdrington, William brown.

EAST WOODBURN. [N.S.A.]

No date. Agreement among the lords, owners and proprietors of all the lands and grounds in the several townships of Woodburn, Whetstone-house, Stidlehill, Highshaw, Lowshaw, and Broomhill, and of the fells and commons called Woodburn-fell, Whetstone-house, Stidlehill, Highshaw, Lowshaw and Broomhill fells, whereby it was declared that the place called Loaningmires was the march and boundary between Woodburn-fell and the five other fells, and that all the freeholders in East Woodburn should have free liberty for them and their heirs for ever to win and carry away limestones out of the Stidlehill fell for their own proper use but not otherwise. It was further declared that not only the freeholders of East Woodburn but likewise those of the Hill Heads Horrads (?), Blakelaw and Linheads should have free liberty to pull and lead away heather or ling from any part of the said fell for ever. (Signed) Jno. Reed, Da. Graham, vicar of Corsenside, Jon.

fforster, Marjory Forster (her mark), Thomas forster, Anthony Foster, Archibald (?), John fforster, Gabriell forster, John Thomson, John Thomson for William Hedly, infant, Arch. Charlton (his mark), Thos. Forster (his mark), Geo. Fletcher, James Forster, John Reed, Michl. Forster, John Hewit.

THE MANOR OF WYLAM. [N.S.A.]

1630. July 19.—Indenture of bargain and sale between (1) Sir William Hewit, of Brightwell, co. Suffolk, and Thomas Hewit his son and heir apparent, and (2) Arthur Lee, Richard Fenwick, and Edward Surtees of Wylam, gentlemen, and John Slater, John Walker, William Browne, Richard Cogden and Thomas Thompson of same place, yeomen. Reciting a deed dated March 8, 1629-30, by which Edward Ditchfield, John Highelords, Humphrey Clarke and Francis Mosse, being duly authorized under the common seal of the mayor and citizens of London to dispose of all that manor and lordship of Wylam, lately granted by the king to said Ditchfield, Highelords, Clarke and Mosse, and in consideration of 20s. to them paid by Sir William and Thomas Hewit and of a competent sum of money paid by said Sir William Hewit to Robert Bateman, chamberlain of the city of London, to the use of said mayor and citizens, did convey to the said Hewits the manor or town of Wylam, and all lands, tenements, etc., there in the hands of divers tenants at the will of the lord, of an annual value of 9*l.* 16*s.*; fishing in water of Tyne, in the occupation of George Whitehead, esq.—annual value 4*l.* 8*s.* with 6*s.* 8*d.* of new increased rent; the pits of coal in Wylam to be got, digged or won in the fields and territories there, now in the occupation of Timothy Draper—annual value 18*s.* 6*d.*, with 5*s.* 2*d.* of increased rent; the fire house there—annual value 10*d.*; a piece of waste land in Wylam granted to George Ward, general surveyor there, in the 11th of late king James—annual rent 12*d.*; the water course newly made running by the South wood of Wylam to the mill there occupied by Thomas Newton, miller, at a rent of 12*d.* per ann., and the swine tack there of the annual value of 2*s.*, all to be held in feefarm of the king's manor of East Greenwich by fealty only, in free and common socage, and not in capite nor by knight service. Now this indenture witnesseth that the said Sir Wm. and Thos. Hewit, in consideration of 513*l.* 6*s.* 8*d.* to be paid, 166*l.* 13*s.* 4*d.* at Whitsuntide next, 166*l.* 13*s.* 4*d.* at Martinmas, 1631, and 180*l.* at Martinmas, 1632, have granted to said Lee, Fenwick, and the rest all that manor of Wylam, with all rights they can have as well under above recited indenture as by force of two several letters patent, one under the seal of the duchy of Lancaster, dated Sept. 9, 4 Chas. I., and the other under the great seal of England, dated Sept. 25 in the same year.

COUNTY OF DURHAM

HOUSE IN GATESHEAD. [H.H.E.C.]

1323. August.—John, son of Gilbert Gategang of Gateshead, gave, etc., to Robert the dyer of the same town, 14s. rent from a tenement in Gateshead in which Richard Haverkake dwelt, formerly Walter Craike's, lying between the vennels of Kirkegate chare and Helgate chare. Witnesses: John Gategang, Thomas de Caus, Geoffrey de Kibblesworth, bailiffs; Ralph Bridok, John Larden'r, Walter Potter, Stephen Pedler, and Richard de Tesdal.

LANDS, ETC., IN GATESHEAD. [H.H.E.C.]

1366. November.—Thomas Horn, son and heir of John Horn of Gateshead, decd., remitted to Agnes Horum all right which he had by inheritance, etc., in Gateshead. Witnesses: Walter de Hesilden, John Plom'r, bailiffs; William de Bedyng'h'm, John de Layburn, Walter Pateson, Roger of Stanyngton, Henry of Wadsworth, William Bower, Thomas Bower, Roger Pott, Richard Lightbirkis, Thomas de Cliff, underbailiffs, and others.

1375. January.—William Gategang and Katharine his wife, conceded and to fee farm let to Walter de Hesilden and Elizabeth his wife, a messuage in Gateshead which John de Bardenay formerly held of the grantors and forfeited because of waste, nonpayment, etc. Witnesses: John de Bischopdall, John de Dolphanby, William Mareschall, Walter Patesone, William Forest'r, William Toller, William Milner, Thomas de Clyff, and others.

1375.—Henry Gategang, rector of the church of Belton, heir of John Gategang, and John of Castle Bernard, gave, etc., to John de Dolphanby, his heirs and assigns, all that land in Gateshead which lies between the land of sir Thomas Surteys, knight, S., the street called Hellegate, N., and extending in length from the king's highway, W., to the land occupied by Robert de Beltoft, E., paying 13s. 4d., etc. Witnesses: Walter de Hesilden, bailiff; John de Bischopdall, William Gategang, Walter Patesone, William Mareschall, William Donne, Thomas de Clyff, and others:

HOUSES IN PIPEWELLGATE, GATESHEAD. [H.H.E.C.]

1379.—William Gategang, son of Alan Gategang, gave, etc., to John of Gylddefurth, junior, all that tenement in Pipewellgate which formerly was Roger Yede's for life, paying 20s. Witnesses: sir Marm. de Lumley, sir William de Wessyngton, knight, Walter Pateson, William Forster, John de Dolphanby, Robert Smeth of Wynl'ton (Winlaton), and others.

LAND IN COLLIER CHARE, GATESHEAD. [H.H.E.C.]

1402. September.—William Gategang of Gateshead, gave, etc., to John de Dolphanby of same town, and Richard de Huton, tailor (*cissor*), one acre lying in Colier chare, abutting in length upon the demesne lands of the Bishop of Durham, and in width upon land formerly John of Aukeland's, W., and land of John of Dolphanby, E. Witnesses: Thomas of Redheugh, John Figge, William Wodeland, John Cuke, Thomas Chapman.

HOUSE IN PIPEWELLGATE, GATESHEAD. [R.W.]

1640. May 4.—Deed by which, out of natural love and affection, John Gilbert, glover, Gateshead, and Winifred his wife, daughter and heir of Mabel Carlile, widow, Gateshead, decd. give to Ralph Bowrie,* wherryman, Gateshead, and Mabel, his wife, a messuage in Bowrie's occupation, in Pipewellgate, bounded by house of John Wreay, chapman, W., house of Edward Cowley, E., Pipewellgate, N. and the Whitehill behind, S.

1647. May 15. Indenture with livery and seisin endorsed, by which, for a competent sum, Christopher Bowman, mariner, Gateshead, son and heir of Samuel Bowman, and Elizabeth his wife, decd., conveys to John Gilbert, skinner and glover, Gateshead, and Winifred, his wife, a messuage in Pipewellgate, late in possession of Ann Lighton, decd., bounded by tenement of Alex. Weatwood, E., house of Eleanor Sharper, W., Pipewellgate, N. and the Whitehill, S.

1648. Aug. 10.—John Gilbert pays 2*d.* acknowledgment for this property to Thos. Ledgard, sitting at Gateshead as mayor of Newcastle and lord of the manor of Gateshead and Whickham.

1743. July 21 and 22.—Indenture of lease and release by which Surtees Bowrey, gentleman, Ryton Woodside, eldest son and heir of John Bowrey, hardwareman, Gateshead, decd., and Robert, eldest son of said Surtees Bowrey, for 5*s.* paid to Surtees and 30*l.* to Robert, convey to Hauxley Bowrey, barber surgeon, Newcastle, second son of said Surtees Bowrey, a messuage in Pipewellgate, occupied by Eleanor Jackson, George Hay and James Pile, bounded by certain banks, S., a lane leading from said banks, E., another lane or passage, N., and another lane, on which has been an old house, W. Also a messuage held by Robt. Bainbridge and — Fouterup, in Pipewellgate, bounded by a lane or passage, S., a house now ruinous belonging to Thos. Mather, currier, E., Pipewellgate, N., and a lane or passage, W.

* The Bowrie family herein named, and that of Bulman in the next abstract, figure somewhat conspicuously in Mr. Edwin Dodd's Supplement to *Northern Notes and Queries*, edited by Mr. H. R. Leighton, 1906-7.

HOUSES IN FORE STREET, GATESHEAD. [C.-E.]

1643. Dec. 5.—Indenture of feoffment with livery and seisin endorsed, by which William Gray,* merchant, son and heir of Cuthbert Gray, merchant, Newcastle, decd., conveys to John Bulman, cordwainer, three waste cottage houses and one close thereto belonging, lying upon the E. side of the Fore Street, Gateshead.

1704. Sept. 15 and 16.—Indentures of lease and release by which for 20*l.* George Bulman, felt maker, son and heir of John Bulman, felt maker, decd., released to Anthony and Benjamin Bulman, brothers of said George, messuages, etc., in Fore Street, Gateshead, then in possession of Richd. Pattison and others, tenants of said George.

1709-10. Jan. 8.—General release from said Anthony and Benjamin to said George Bulman.

1709-10. Jan. 27 and 28.—Indentures of lease and release by which, for 100*l.*, said Anthony Bulman and Elizth., his wife, release to said Geo. Bulman and wife all said premises.

1727. Nov. 7 and 8.—Indentures of lease and release by which said George Bulman and wife for 117*l.* 10*s.*, release to John Day, joiner, and Isabel his wife, said premises, and by endorsement confirm to said Day and wife 'all manner of mines, pits and veins of coals which thereafter should be found out by digging, sinking or otherwise within the said premises.'

1728. July 31 and Aug. 1.—Indentures of lease and release to secure a loan of 50*l.* made by Sarah Manlove to said Day, with covenant to levy a fine, etc.

1728. Sept. 12.—Fine levied in Court of Common Pleas at Durham.

1730. July 5.—Articles of agreement between said John Day, and Timothy Forster, surgeon, Newcastle, for the purchase of said premises for 107*l.* 2*s.*

1730. July 28 and 29.—Indentures of lease and release by which for 107*l.* 2*s.*, Sarah Manlove, and John Day with Isabel his wife, release to said Timothy Forster the several messuages, garden and backside, then in possession of said John Day and his tenants—Richd. Pattison, Wm. Anderson, Geo. Johnson and Francis Dobson, in Gateshead.

1733. April 19.—Timothy Forster admitted a borough holder of Gateshead by virtue of said premises.

1757. Nov. 2.—Bond from Wm. Forster, brewer, son and heir of John Forster, gent., a devisee named in the will of Timothy Forster, decd., to John Fenwick, gent., for securing 150*l.* lent on mortgage.

* Author of the *Chorographia*. See *Arch. Ael.*, 2nd ser. vol. xi, pp. 61-87, and *Men of Mark 'Twixt Tyne and Tweed*, s.v. William Gray,

SUGAR HOUSE IN HILLGATE, GATESHEAD. [R.W.]

1639. May 7.—Feoffment, with livery and seisin endorsed, from Robt. Young, Newcastle, master and mariner, to Wm. Portus, Gateshead, shipwright, of all that burgage, etc., in the tenure of Cuthbert Gardiner, mariner, on N. side of Hillgate, *alias* St. Mary Gate, bounded by a tenement occupied by Martin Baystall, mariner, W.; a lane or chare leading from Hillgate to the Tyne, E., Hillgate, S.; and low water mark, N.

1654-55. Jan. 13.—Feoffment with livery and seisin endorsed from Wm. Portus to Thos. Gammell, Newcastle, brazier, and Thos. Tweddell, Gateshead, parish clerk, of all the above named premises in trust, after death of Portus, to the use of his wife for life, and after her death to his right heirs.

1671. Nov. 24 and 25.—Indentures of lease and release between (1) said Wm. Portus, and (2) Peter Astell, gent., and John Wilson, gardener, both of Newcastle, in consideration of a marriage to be solemnized between Patience, daughter of said Portus and Cuthbert Hilton, Gateshead, tobacco pipe maker, Portus conveys to Astell and Wilson, all said premises, to use of Portus and Margt. his wife for their lives, with remainder to said Cuth. Hilton and Patience his intended wife and their heirs, in default to the heirs of Patience, in default to use of Margery, wife of Thos. Redhead, taylor, another daughter of said Portus and her heirs; remainder to Portus's right heirs.

1685. July 8.—Feoffment, with livery and seisin endorsed by which, for 20*l.* 10*s.*, said Cuth. and Patience Hilton grant to use of Jno. Rochester, boatwright, Gateshead, a key or wharf (except 2 yards thereof) adjoining the N. part of the dwelling house of said Hiltons and then in said Jno. Rochester's occupation.

1685-6. Feb. 16 and 17.—Indentures of lease and release, by which, in consideration of 70*l.* said Cuth. and Patience Hilton convey to use of said Jno. Rochester all the said messuage, etc., with a general warranty. (Attached is a deed dated March 9, 1685-6, by which for 70*l.* Rochester purchases the property.)

1685-6. March 9.—Indenture tripartite: (1) Cuth. Hilton, tobacco pipe maker, and Patience his wife; (2) Jno. Rochester, boatwright; (3) Thos. Bowtyman, tanner, and Thos. Moore, tanner, all of Gateshead, whereby it is covenanted that Hilton and wife should levy a fine, etc., of the premises, wherein Rochester is tenant, Bowtyman and Moore demandants and Hilton and wife vouchees. (Indentures of a fine levied, and exemplification of a recovery suffered, 2 Jas. II.)

1703. Oct. 8.—Will of John Rochester, Gateshead, boatwright, whereby (*inter alia*) he devised said messuage with the key or wharf, also his other messuage in possession of James Snowdon, with the key or wharf thereto belonging, both in Hillgate, to Henry and Matthew, sons of John Rochester, Gateshead, tobacco pipe maker, and their heirs in equal shares, and

failing them to his right heirs, charged with payment of 10*l.* apiece to Elizabeth and Barbara, sisters of said Hen. and Matt.; at age of 21 or marriage, and appointed his nephew, John Rochester, pipe maker, sole-executor.

1718. June 6.—Indenture of demise from Hen. Rochester to Robt. Wheldon, Easington Low Farm, co. Durham, of 2 messuages in Hillgate for 99 years for securing 50*l.* and interest lent by Wheldon to Rochester on bond dated herewith. (Cancelled.)

1718. July 31 and Aug. 1.—Indentures of lease and release whereby in consideration of 70*l.* Hen. Rochester, Gateshead, tobacco pipe maker, one of the nephews, and surviving devisee, of John Rochester, boatwright, decd., and Mary, his wife, John Rochester of Wapping, mariner, another of the nephews, and Robert Wheldon, release to Joseph Taylor, Newcastle, boatwright, and Elizth., his wife, all that messuage and key or wharf purchased by Jno. Rochester, uncle of Cuthbert Hilton, and Patience, his wife, in Hillgate. [The said John Rochester, party to the deed, did not execute it.]

1719-20. Feb. 20.—Indenture by which, for securing 50*l.*, Jos. Taylor and Elizth., his wife, demise for 999 years to Jane Blackett, of Stockley, co. Durham, widow, all the said messuage, key or wharf purchased by them of Hen. Rochester and others, subject to redemption on payment of 50*l.* and interest.

1734. Sept. 17 and 18.—Indentures of lease and release by which, for 50*l.*, Jos. Taylor and wife released to Wm. Kent, Newcastle, hostman, the premises purchased of Rochester and Weldon.

1734. Sept. 19.—Indenture between (1) John Newby, Brancepeth, butcher, administrator, with will annexed, of Jane Blackett and Chas. Pearson of Durham, gent., devisee named in the will of said Jane Blackett; (2) Jos. Taylor and Eliz., his wife; (3) Wm. Kent, Newcastle, and John Kent, Gateshead, boat builder, whereby to preserve the term of 999 years and protect the same from incumbrances, the said premises are set over to said John Kent for residue of said term, in trust for said Wm. Kent and his heirs. [John Kent died intestate, leaving a widow, who took out letters of administration.]

1740. Sept. 15.—Will of Wm. Kent, whereby he devised to his wife, Mary Kent, sole executrix, all his real and personal estate, chargeable with his debts, etc., and certain legacies to his son William, and daughters Ann, Jane, and Elizabeth.

1749. April 25 and 26.—Indentures of lease and release by which Mary Kent, Newcastle, widow of Wm., in consideration of 120*l.* releases to James Orton, Newcastle, sugarbaker, all said messuage, wharf, etc. On same date Ann and Jane, daughters of Mary Kent, release to Orton all their interest in the premises. (Elizabeth married Captain John Fairless, South Shields.)

1757. Jan. 17 and 18.—Indentures of lease and release whereby, for 63l. James Orton releases to Nicholas Fairless, South Shields, merchant, one moiety of the messuage and wharf purchased by Jos. Taylor and Elizth., his wife, of Hen. Rochester and others.

1761. Sept. 29.—Indenture between (1) John Fairless of South Shields, master and mariner, and Elizth., his wife, one of the daughters and devisees named in the will of Wm. Kent, and (2) Thomas Doubleday, merchant, Francis Forster, merchant, Lancelot Stout, hatter, Jonathan Ormston, gent., George Westgarth, dyer, and Peregrine Tyzack, gent., all of Newcastle. Reciting Wm. Kent's will, and that the messuage and wharf in Hillgate has become legally vested in the said Doubleday, Forster, Stout, Ormston, Westgarth and Tyzack and that said John Fairless and Elizth., his wife, have received satisfaction of a legacy bequeathed to said Elizabeth. It is witnessed that in consideration of the legacy and 5s. paid by said Doubleday and the others, John Fairless and Elizabeth, his wife, released to them all estate, title, etc., which the said John Fairless and his wife had in the said messuage and wharf, either by reason of the legacy charged upon the said premises, or otherwise.

THE MAGPIE HOUSE, GATESHEAD. [R.W.]

1704. June 23.—Indenture between (1) James Wallas, of Birkclose, co. Durham, smith, and (2) Lough Wallas, of Chollerton, yeoman, son and heir of John Wallas, late of Newcastle, butcher, decd., who was eldest son and heir of James Wallace, late of Birkclose, smith, decd., and Elizth. Armstrong of Chollerton, widow. Reciting that by indenture dated Nov. 14, 1654, Sir Francis Liddell, bart., by name of Francis Liddell, the younger, gent., demised to said Jas. Wallas, the elder, a messuage called the Magpie House in the Squares, Gateshead, a parcel of ground in the manor of Readhouse, Gateshead, 40 yards long by 8 yards broad, to build a house and shop thereon, abutting upon the highway called Cawsey-side leading to Newcastle, S., and a field within said manor of Readhouse, N., for 99 years under a yearly rent of 2 capons or hens at Christmas if demanded. Reciting also that said Jas. Wallas, jun., by agreement with said Elizth. Armstrong, on behalf of said Lough Wallas, covenanted to convey to said Lough Wallas, among other lands, a full moiety of the above recited premises. Conveyance accordingly. Witnesses: Nat. Hargrave, Jo. Aynsley, Geo. Green.

MILLS AND WATER AT GATESHEAD. [R.W.]

1623. Nov. 25.—Lease from Dean and Chapter of Durham for 21 years at 21s. per annum of their water corn mills at Heworth, to Cuthbert Ellison, Newcastle, merchant, said mills having been formerly in the occupation of Sir. Robt. Brandling, knt., and late of Elizth. Ellison, widow, mother of said Cuthbert. Bondmen for Ellison: Geo. Watson, Durham, gent., and Ralph Kemp, Framwellgate, yeoman.

1656. March 25.—Indenture* by which Robt. Ellison, Newcastle, merchant, grants to Jno. London, distiller, Hen. Alder, fuller and dyer, and Thos. Arrowsmith, yeoman, all of Gateshead, on behalf of themselves and the rest of the burgesses, two springs of water, on the E. side of Gateshead Moor, which heretofore ran to Heworth Mills and were lately granted by Elizth. Ellison, widow, and Cuthbert Ellison, merchant, decd., to Sir Thos. Riddell, knt., Nicholas and Ralph Cole, Cuthbert Chambers and Tho. Arrowsmith, and all other the inhabitants of Gateshead, and by them diverted to the same town for common use, to have and hold, etc., from March 25, 1656, for 41 years, paying yearly to said Robt. Ellison, his heirs, etc., 6s. 8d. by two instalments, viz., at Lady Day and Michaelmas.

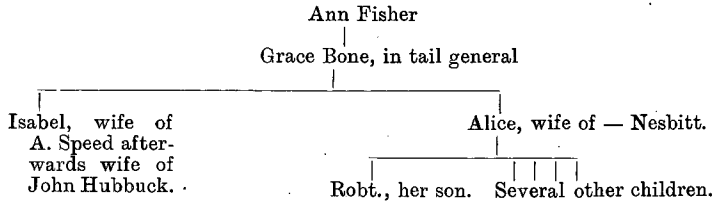
N.B.—The rent was not duly paid, and in 1701 Heworth received its ancient bell from Gateshead Church, by order of the vestry, who presented it to Robt. Ellison, esq., in lieu of arrearages for the 'Blue Quarry Spring.'

HOUSES AND LAND IN FORE STREET, GATESHEAD. [F.W.D.]

1656. Dec. 29.—Indenture of feoffment, with livery and seisin, by which Wm. Watt, Newcastle, yeoman, and Barbara his wife, in consideration of 60*l.* convey to Christopher Sanderson,† Gateshead, mercer, and Isabel, his wife, 3 messuages, with garth behind, on W. side of the fore street.

1656. Hilary term.—Fine of said premises. Chris. Sanderson and wife, plaintiffs; Wm. Watt and wife, deforciant.

1666-7. March 8.—Indenture of feoffment, with livery and seisin, between (1) Isabel Sanderson, widow; (2) Cuthbert Beckwith, Newcastle, shipwright, and Thos. Moor, Gateshead, tanner, to use of said Isabel for life, afterwards to use of Ann Fisher, Gateshead, widow, for life, then to use of Grace, wife of Edwd. Bone, daughter of said Fisher and her heirs. Remainder to use of Robt., son of said Cuthb. Beckwith and his heirs.



* Communicated by the courtesy of Mr. Geo. Smith, secretary of the Newcastle and Gateshead Water Company, and a member of this Society, from the original in Gateshead vestry.

† Christopher Sanderson was one of the wardens of the Gateshead Incorporated Company of Drapers, etc., named in the Constitution and Byelaws granted by Parliament in 1658. *Northern Notes and Queries Supplement*,

1741-2. Jan. 15 and 16.—Indentures of lease and release, quadrupartite; (1) John Hubbuck of Hallgarth, Durham, and Isabel, his wife, Robt. Nesbitt, Gateshead, and Barbara, his wife; (2) Richd. Hendry, gent.; (3) John Lewen, Durham, gent.; (4) Elizth. Brumell, Newcastle, widow. For 50*l.* paid by Brumell, the premises are conveyed to Lewen to make him tenant for suffering a recovery to use of Brumell till payment of the 50*l.* and interest.

1742. April 6 and 7.—Indentures of lease and release by which Nesbitt for 10*l.* gave Hubbuck all his moiety of said premises.

1742. April 15.—Indentures between Hubbuck and Brumell whereby Hubbuck charged said premises with a further sum of 10*l.*

Mem.: Barbara Nesbitt buried at Gateshead, Feb. 28, 1762.

1742-3. Feb. 26.—Fine of said premises, Lewen, plaintiff; Nesbitt and Hubbuck, and wives, deforciantes.—March 15. Exemplification of a recovery.

1763. Jan. 22.—John Hubbuck by his will devised said premises (subject to said mortgage) to John Abernethy, gardener, and John Huntley, gent., both of Gateshead, to hold for use of Eleanor, second wife of said Hubbuck for life, with remainder to his daughter, Isabel, subject to annuities of 20*s.* each to his other daughters, Jane, wife of Geo. Pattison, and Ann, wife of Rich. Wiggam. [Isabel married James Ewan, who purchased the two annuities, and the mortgage being called in, the house was sold by auction to Thos. Sill for 195*l.*]

1766. May 9 and 10.—Indentures of lease and release between (1) Elizth. Brumell; widow; (2) John Abernethy and John Huntley; (3) James and Isabel Ewan, Geo. and Jane Pattinson and Richd. and Ann Wiggam; and (4) Thos. and Mary Sill, by which for payment of 65*l.* 6*s.* 6*d.* to Brumell, 10*l.* to Pattisons, 109*l.* 13*s.* 6*d.* to the Ewans, and 10*l.* to Wiggams, the premises were conveyed to Thos. and Mary Sill, and a fine levied according to covenant.

1767. Oct. 26.—Admittance of Thos. Sill and wife as boroughholders of Gateshead.

1800. May 13 and 14.—Indentures of lease and release by which for 312*l.* Sill (his wife being long dead) released the premises to Robt. Simm, Gateshead, smith, and Jane, his wife.

1807. Oct. 23.—Admittance of Robt. Simm as a boroughholder.

1809. Jan. 31 and Feb. 1.—Indentures of lease and release by which, for 470*l.* Simm and wife conveyed the premises to John Bee, Newcastle, tallow Chandler.—Feb. 10. Fine levied, as per covenant, of one messuage, two acres of land and common of pasture for all cattle in the parish of Gateshead.

1809. April 13.—Admittance of John Bee as a boroughholder.

1813. May 24.—Indentures of demise by which, for 400*l.*, Bee demised to John Atkinson, Gateshead, the said premises for 1,000 years.

1815. May 23.—Indenture of bargain and sale enrolled in the Court of Chancery by which Robt. Hopper Williamson, Matthew Forster and Thos.

Brown (3 of 5 commissioners appointed in a commission of bankruptcy against said John Bee) set over to Thos. Nutt and Wm. Cowan, assignees of Bee's estate, all messuages, etc., of Bee, subject to Atkinson's mortgage, in trust for the benefit of Bee's creditors.

1815. Oct. 30.—Indenture by which for 400*l.* Atkinson assigned the premises to the use of Nutt and Cowan to the intent that the residue of the term of 1,000 years might be merged and extinguished.

1815. Nov. 7 and 8.—Indentures of lease and release between (1) Nutt and Cowan; (2) John and Mary Bee; (3) Thos. Atkinson; and (4) Stephen Reed, Newcastle, gent., by which Nutt, Cowan and John and Mary Bee released said premises to Reed upon trust for certain uses, and a fine was levied as per covenant.

1815. Nov. 9 and 10.—Indentures of lease, release and appointment between (1) Stephen Reed; (2) Thos. Atkinson; and (3) Margt. Rowand, by which said Atkinson, for 510*l.*, conveyed a part of the premises to Rowand and undertook to build a separation wall to divide the property.

1816. August 5.—Probate of will of Margt. Rowand, whereby she devised to her executors, Matthew Forster, grocer, and John Potter, brewer, both of Newcastle, all her estate, etc., to convert into money and invest as her daughter, Margaret, wife of John Roddam, Gateshead, mustard manufacturer, should direct.

1827. Feb. 1 and 2.—Indentures of lease and release between (1) said Matt. Forster, late grocer, Newcastle, but then of Gateshead, spirit merchant, and said John Potter; (2) John Roddam, gent., Gateshead, administrator of Margaret, his late wife. Reciting that Margt. Rowand died August 9, 1824, and that Margt. Roddam died Dec. 23, 1826, and that the premises remaining unsold, Roddam was desirous that they should be conveyed to him. Witnesseth that in consideration of 10*s.* said Forster and Potter released to said Roddam all those messuages, gardens, etc., on the W. side of the fore street of Gateshead, occupied by James Wardhaugh, Chas. Mallaby, James Young and others, bounded by said street E., thence westward 98 yards to a stone boundary wall between said premises and premises late Thos. Atkinson's, and then Henry Smith's, W.; a messuage successively held by Wm. Cuthbertson, Wm. Fenwick, joiner, John Parkins, and the late Christopher Fairs, N., and by tenements successively held by Wm. Seymour, Robt. Spence, gardener, Ralph Stokoe, and then by James Leonard, gardener, S., being formerly part of John Bee's estate.

1827. Feb. 6.—Will of Jno. Roddam whereby he gave his messuages, etc., in Gateshead to his executors, Michael Hall, draper, Gateshead, and Wm. Allen, drysalter, Newcastle, upon trust to sell same and hold residue in trust for purposes thereafter declared. (Proved at Durham, Sept. 29, 1832).

1828. Oct. 21.—Admittance of John Roddam at a court of frankpledge and courtbaron of the manor of Gateshead as a boroughholder,

OTHER HOUSES IN FORE STREET, GATESHEAD. [C.-E.]

1726-7. Jan. 6 and 7.—Indentures of lease and release by which, for 14l., Thos. Gaines, yeoman, Gateshead, releases to Jane Gaines, widow, Gateshead, two messuages, with the cross house and a space 2 yards broad and 11 yards long out of the yard of said premises for a coalhole; also the use and occupation of a piece of waste ground, 9 yards square, for a midding-stand, bounding by the High or Fore Street, E., by a lane or common highway, W., by a cottage in possession of Sarah Maine, widow, N., and by a cottage in possession of Dorothy Carr, S.

1730. April 2.—Indenture by which Jane Lambert, *alias* Gaines, to secure 129l. 9s., lent by Wm. Leighton of Newcastle, merchant, mortgages to him the two messuages in Gateshead, bounded as above.

POWELL'S ALMSHOUSES, GATESHEAD. [C.-E.]

1730. May 1.—Indenture between (1) John Doubleday, gent., Alnwick Abbey, brother and heir of Thomas Doubleday, late of Jarrow Grange, decd., Robert Westgarth, fuller and dyer, Newcastle, and Isabel, his wife (daughter and heir of Richard Ewbank, late of Gateshead, decd.), and (2) Charles Jordan, mercer, George Surtees, grocer, both of Gateshead, and William Stephenson, cheesemonger, Newcastle.

Recital—Thomas Powell, late of Newcastle, gent., by his will dated July 16, 1728, gave (*inter alia*) all his messuages, bonds, mortgages, notes, debts, etc., towards erecting and building an almshouse for poor men and women in the parish of Gateshead, to be built in the street that leads from Newcastle to Durham, between the Goat on the top of the steep hill and the tolbooth or popish chapel, and to purchase a piece of ground there of free land to be for the use of the poor of Gateshead for ever. He appointed as his executors the said Jordan, Surtees and Stephenson, together with Mr. John Maddison of Newcastle, hostman. The said Jordan, Surtees and Stephenson proved the will, and taking upon them the burthen and execution of the trusts in them reposed, have agreed to purchase with part of the money, the fee simple of the messuage, garden, yard, backside, and appurtenances hereinafter mentioned, in order to build an almshouse in accordance with the will of the testator.

Now this indenture witnesseth that for 100l., paid by the executors, the said John Doubleday hath sold to them all that messuage, etc., situated in Gateshead, formerly belonging to Richard Ewbank of Gateshead, tailor, decd., bounded by a messuage belonging to the heirs of John Marley Smith, decd., N.; by a messuage belonging to Mary Atkinson, widow, S., and extending from the king's street called Gateshead Fore Street, W., to a street called Oakwellgate, E.

Covenant to levy a fine. Livery and seisin witnessed by James Harrop, Robt. Chambers and John Fern.

'THE KEEL INN,' GATESHEAD. [C.-E.]

1753. Jan. 26.—Indenture by which Mark Cook, smith, late of Newcastle and now of Gateshead, grants to James Barras, as security for a debt of 40*l.* 9*s.* 7*d.*; all his goods, chattels, malt, linen, working tools in a warehouse at the head of the Bottle Bank, Gateshead, 60 bushels of malt in High Church Chare, 16 half hogsheads of ale, household furniture, tools and utensils in Mark Cooke's house in Pipewellgate, 4 chaldrons of coals in the yard of Pipewellgate, other goods and chattels in Sandgate, Newcastle; 'and the said Mark Cook hath put them into the possession of the said James Barras by delivery of one pewter quart pot.' 'And whereas by lease dated Oct. 26, 1752, James Clark, innkeeper, Newcastle, demised to said Mark Cook, the messuage known by the name of the Keel Inn, Gateshead, for 9 years at a yearly rent of 6*l.* 10*s.* this indenture witnesseth that said Cook hath set over to said Barras, the remainder of the term of 9 years and the following debts due to him, viz., Henry Lampton of Lampton, 5*l.*; Nicholas Lampton, South Biddick, 40*l.*; and James Smithson, Monkwearmouth, 20*l.*'

GATESHEAD FELL RECTORY.*

1836. June 16 and 17.—Indentures of lease and release and bargain and sale of land and messuage for the augmentation of Gateshead Fell rectory, between (1) Sir Robt. Shafto Hawks, Newcastle, *knt.*; (2) Thos. Swinburne, Gateshead, *gent.*; (3) Joseph Willis, Gateshead, *gent.*; (4) the Governors of Queen Anne's Bounty; (5) Rev. Wm. Hawks, clerk, rector of Gateshead Fell; (6) John Dyeley of Gray's Inn, Middlesex, *esq.* Reciting that in 1827 the said Governors agreed to augment the rectory of Gateshead Fell with three grants of 300*l.* added to a public subscription of 600*l.*, making 1,500*l.*, which was converted into 1,697*l.* 6*s.* 3*d.* 3% reduced annuities of the Bank of England, and by sale and re-investment has been increased to 1,714*l.* 9*s.* 5*d.* like annuities, which is now to be settled for the perpetual augmentation of the rectory. Reciting also that by indentures of lease and release dated Feb. 1 and 2, 1828, between (1) Robert Harvey, *sen.*; (2) Mary Harvey; (3) Wm. Mountain; (4) said Robt. Harvey and Wm. Mountain; (5) Alexander Anderson; (6) said Robt. Harvey; (7) Robt. Harvey, *jun.*; (8) Wm. Thompson and Mary his wife; (9) Francis Harvey; (10) said Wm. and Mary Thompson; (11) John Errington; (12) Sir Robt. Shafto Hawks; (13) Thos. Swinburne; (14) Ralph Park Philipson; (15) Jno. Trotter Brockett; (16) Joseph Willis; and by a fine levied Sept. 30, 9 Geo. iv, Sir R. S. Hawks and Thos. Swinburne, plaintiffs, and Wm. Thompson and Mary, his wife, and Robt. Harvey, *sen.*, deforciant, several parcels of land and hereditaments therein described, were conveyed to the use of said Sir Robt. and Thos. Swinburne, their heirs and

* Contributed by courtesy of Mr. T. Bowden, a member of this Society.

assigns for ever, nevertheless as to the estate and interest of the said Thos. Swinburne, in trust for said Sir Robt., his heirs, etc.; and by the said indenture the residue of a term of 999 years was assigned to Jos. Willis in trust for said Sir Robt. to attend the inheritance of said hereditaments. Reciting further that said Sir Robt. hath offered the dwelling-house and offices, gardens, etc., for sale to said Governors for augmentation as aforesaid and for more convenient use hath agreed to grant right of way as hereinafter described, for the sum of 1,500*l.* and same is approved by Governors, etc. Now this indenture witnesseth that for 1,500*l.*, paid by the Governors to Sir Robt. Hawks as mentioned in an indenture of bargain and sale bearing even date herewith made between (1) Sir Robt.; (2) Thos. Swinburne; (3) the Governors; (4) Wm. Hawks, which is intended to be enrolled in the Court of Chancery, and also for 5*s.* paid to said Thos. Swinburne by said Wm. Hawks, the said Thos. Swinburne and Sir Robt. by direction of said Governors, releases to said Wm. Hawks and his successors, rectors of Gateshead Fell, all that messuage with parts of gardens, shrubberies, and plantations, as are comprised within the plan annexed, the part coloured red, lately part of a certain allotment containing 1 acre 3 roods and 33 perches formerly part of a tract of common land called Gateshead Fell, or a part thereof called the High Fell, and lately occupied by Christopher Fairs, which last mentioned allotment, with another allotment containing 1 rood and 27 perches were by the Commissioners for dividing the said common by their award of Dec. 26, 1822, awarded to the representatives of the late Thos. Harvey, for and in respect of a burgage or ancient tenement in Gateshead belonging to said William Harvey. The part coloured blue was lately part of an allotment of 1 acre, 3 roods, and 38 perches, occupied by said Fairs, and awarded to the representatives of said Thos. Harvey, in respect of a burgage belonging to James Ellis, who had sold his interest to said Thos. Harvey. The part coloured yellow was lately part of an allotment of 2 acres, 2 roods, and 11 perches, occupied by said Fairs and awarded to representatives of said Thos. Harvey, in respect of a burgage belonging to Jno. Errington, who sold it to said Thos. Harvey. To have and hold the said messuage, etc., to use of said Wm. Hawks and his successors, rectors of Gateshead Fell, for ever for perpetual augmentation of the same rectory. Covenants (1) for right of way along a road 18 feet wide leading from the Newcastle and Durham turnpike, to said messuage, etc., to be kept in repair by said Wm. Hawks and his successors; (2) that sir Robt. and Swinburne were lawfully seised, etc.; (3) had good right to convey and grant right of way; (4) for peaceable possession and right of way to the rectory, etc. Other covenants relating to a mortgage dated Sep. 29, 1738, to Ann Weatherley by Elizabeth Redhead, of part of the premises for 60*l.*, which became vested in Joseph Willis and is now assigned by Willis to John Dynely in consideration of 5*s.* paid by Dynely.

COLLIERIES AT GIBSIDE, MARLEY HILL, ETC. [R.W.]

1712. Dec. 10.—Deed by which Joseph Weatherburn, gent., West Denton, covenanted with Charles Atkinson, hostman, Newcastle, on behalf of the lessees and proprietors of the collieries of Gibside, Marley on the Hill and North Bank, co. Durham, that for 9 years from Dec. 25 following he would uphold, maintain, etc., the waggon-way and its branches from the several pits, heaps, etc., then working in good repair with sound oak rails and sleepers, and repair all bridges, banks, risings and mounts as necessary, making also sufficient waggons with good and sufficient wheels, iron axle trees, to lead all the coals wrought from the pits to the staiths, as said Atkinson or the proprietors should direct, also level, build and make convenient heapsteads at every pit, and lay from the main waggonway into every heapstead branches as necessary, also level and beat the heapsteads, and cast as many trenches and gutters about the same as said Atkinson should think necessary, and maintain, at said Atkinson's cost, the byway between the pits and staiths in good repair, and keep the mainway and byway well filled with good hard ballast, or pann rubbish, and clear, dress and cleanse the same as often as needful to preserve the same dry hard and clean, and more convenient for the horses to be employed therein; in consideration of which Atkinson covenanted with Weatherburn that he or the proprietors would pay, at the dwelling house of John Ord, Newcastle, unto said Weatherburn 13s. per tenn of coals led from said collieries to the staiths, the same to be paid every 4 weeks by so much at a time as the coals led in the previous 4 weeks should amount to, and if the owners, etc., should not yearly lead down 1,200 tenns, said Atkinson every 25th December should pay said Weatherburn such sums as would complete payment for the full number of 1,200 tenns at 10s. for every tenn short of 1,200. Bond of Joseph Weatherburn, Wm. Kelley and Robt. Robson in 2,000*l.* for performance of agreement and statement that Weatherburn, Kelley, Robson and Thos. Deanham are joint partners in the business.

1714. May 27. Indenture between (1) Joseph Weatherburn, gent., West Denton; (2) William Kelley, gent., Whorlton Moor; (3) Robert Robson, gent., Prudhoe; (4) Thomas Deanham, gent., Dunston, by which said Weatherburn acknowledges that foregoing agreement was made on special trust for said Kelley, Robson, Deanham and himself, that he is not to receive profit from the business outside the partnership, but take one quarter of same, the others to have equal parts during the 9 years' term. Covenants to continue the partnership for 9 years, to bear their several shares of expenses and loss or damage, and yearly in December to show forth to each other a true account of wages, timber, iron and other expenditure, and of profit received, and take their respective shares of same, to bear equally the cost of any action against them, and to prevent claims to survivorship if partner die during the term. Separate covenants with Thos. Deanham to bear his share of above.

BOND OF AN OVERMAN AT BLAYDON. [R.W.]

1681. Oct. 27.—Agreement between William Blackett, merchant, Newcastle, executor of the will of his late father, Sir William Blackett, bart., and Richard Leake, gent., Newcastle. Reciting that John Gillery of Blaydon was employed by Sir Wm. Blackett, bart., as overman in the winning and working of coals out of a colliery within the lordship of Winlaton, of which Sir William held seven full eight parts, and that said Gillery and Ralph Collingwood, gent., of South Cawsey, by a bond dated Dec. 16, 1670, became jointly and severally bound to said Sir William in a sum of 100*l.* conditioned for said Gillery's true delivery of all coals wrought from the pits at which he should be overman. Reciting also that said Gillery owed to said Sir William, upon an account, 80*l.* and upwards for coals presented but not delivered. Now, for 80*l.* paid by said Leake, said Wm. Blackett assigns to him the said bond. Witnesses: Tim. Davison, Jon. Davidson. Bond attached, witnessed by Pet. Bell and George Pinckney.

LANDS AT NETHER HEWORTH. [R.W.]

1749. Nov. 11.—Agreement for securing to Elizabeth Gother, widow, an annuity of 20*l.* charged upon a farmhold, etc., at Nether Heworth, co. Durham, held by lease from the Dean and Chapter of Durham, and purchased this day for the remainder of the term by George Wilson, of Bill Quay, gent., from Samuel Kirton of North Shields, sailmaker, for the sum of 1,780*l.*

LANDS AT SUNNYSIDE AND FELLSIDE, WHICKHAM. [R.W.]

1733-34. March 2.—Indenture tripartite; (1) Elizabeth Jopling, Sunnyside, widow and administratrix of William Cooke, yeoman, Sunnyside, her former husband; (2) William Lake, gent., Newcastle; (3) Robt. Davison, wheelwright, Fern Acres, and Isabell, his wife, only daughter now living of said Cooke by said Elizth. Jopling. Reciting that Richd. Harding of Hollingside, by lease dated June 25, 1688, demised to said Cooke a parcel of ground, 25 yards long by 7 yards broad within the Rydeing-field, near Rydeing house, parish of Whickham, for 99 years, paying a yearly rent of 12*s.* at Midsummer and one fat hen at Christmas, if demanded; reciting further, that several buildings have been made upon said ground, one of which is occupied by said Elizth. Jopling, and said Davison by bond of this date is bound in 90*l.* for payment of 45*l.* Now for better security of the 45*l.* and for natural love and affection of said Elizth. Jopling to her daughter Isabell Davison, said Jopling grants, etc., to said Lake the said ground and buildings, to be void upon payment of 45*l.* and interest on Aug. 2 next.

1750. March 26.—The said sum of 45*l.* and interest not being paid, and Wm. Lake, baker and brewer, Newcastle, being willing to accept 17*l.* in

full payment thereof, conveys, by indenture of this date, to Nicholas Andrew of Byer Moor Lonning, Whickham, for 17*l.* paid by him, all that piece of ground and buildings thereon for the residue of the lease.

1753. July 7.—Indenture whereby Brignal Grainge of Howden Pans, for 5*l.* 5*s.* leases to Nicholas Andrew of Fellside, yeoman, for 99 years at 5*s.* a year and one good rent hen, two under rooms, with the chambers above, being about 10 yards in length, with the addition of half the thickness of the east gavel, and in breadth 6 yards, being part of a building late in possession of Christopher Rutter, bounding upon other part of said house let to Percival Pickering, E., the common, S., a half or sham gavel only a brick in length now in possession of Isabel Elliott, W., and by an orchard belonging to said Grainge, N. Provided that said Pickering rebuild said east gavel, with such reasonable satisfaction to be given him (not exceeding half the value of rebuilding said gavel for resting timber upon) as two indifferent persons may appoint, with liberty to said Mich. Andrew to rebuild or repair as occasion requires. No sash slide, transom, window-casement or door to be on N. side, but if said Grainge give leave in writing for a window there, the same is to be fitted with iron not less than 4 inches apart.

1759. Nov. 21.—Deed of bargain and sale by which, in consideration of 5*s.* paid by Nicholas Andrew of Fellside, Whickham, William Laybarn of Fellside, grants to said Andrew, his son-in-law, a cottage in the Low Row, near Fellside, for ever. 'Provided, nevertheless, that if I, Nicholas Andrew, shall find the said Wm. Laybarn sufficient meat, drink, lodging, washing and wearing apparel during his life this deed to remain in full force, otherwise to be void,' etc.

WAYLEAVE AT WHICKHAM. [J.C.H.]

1711. Dec. 1.—Indenture quadripartite, between (1) John Jacob of London, gent., and John Gascoyne of London, gent.; (2) Thomas Gibson of London, gent.; (3) Francis Bassett of Tehiddy, co. Cornwall, esq.; (4) sir John Clavering of Whitehouse, co. Durham, bart., and Thomas Brumell of Newcastle, gent. Reciting an agreement dated 1st June last, between Henry Jackson of Newcastle, gent., steward for sir Francis Bassett, and others interested in lands, etc., there held by lease from the Bishop of Durham, and said Clavering and Brumell, whereby in consideration of 200*l.*, said Clavering and Brumell should have wayleave across the commons, moors, etc., held by said lease, and that a lease should be made thereof to said Clavering and Brumell for 12 years from that date. And whereas said Clavering and Brumell in confidence of such agreement have at great cost laid a waggonway over part of said commons, etc., but since then said Bassett and others have judged it more convenient to accept a yearly rent of 25*l.* Now this indenture witnesseth that said Jacob and Gascoyne for 12*l.* 10*s.* paid by said Clavering and Brumell for rent due Sept. 29 next, have leased, by direction of said Bassett

and Gibson, to said Clavering and Brumell the said waggonway already finished, with authority to make any other waggonway over said commons, etc., not to exceed 10 yards in width providing there be no more than one waggonway at a time betwixt the collieries and the staiths, and no obstruction occur to copyholders and tenants, or any other person having rights of way to any houses, gardens, etc., upon said commons, etc., for 12 years from 1st Jube last, paying yearly at Gateside Park House, 25*l.*, with liberty of voidance by lessees at 12 months' notice. Witnesses: Jon. Bradley, Samuel Leamon, William French.

SALTPANS AT SOUTH SHIELDS: [C.-E.]

1637. July 21.—License from the Dean and Chapter of Durham to William Harle of the Wester Saltpans, South Shields, merchant, their lessee from this date for 21 years at a yearly rent of 50*s.* of a piece of ground at the Wester Saltpans, 20 yards in length (boundering upon pans demised to Katherine Harle, widow, W., pans of Roger Harper, E., from top of the bank there, S., to low water mark of the Tyne, N.), to assign said premises to any person or persons of honest, lawful and good demeanour, other than a popish recusant, or popish recusants, without forfeiture of said lease.

1673. May 20.—Indenture between (1) John Hornsby, slater, Blackcleugh, county Durham, and Gabriel Reed, esq., Dunnshouses, county Northumberland; (2) Michael Coatsworth, hostman, Newcastle. Reciting indenture of lease dated Oct. 11, 1662, by which the Dean and Chapter of Durham let to Margaret Allan, widow, South Shields, now wife of Isaac Johnson, butcher, Newcastle, their little house, housestead and houses at South Shields (before the chief house formerly demised amongst other things by said Dean and Chapter to Christopher Reaseley, and Jane, his wife), together with one saltpan, salter's house and garner, and part of the quay to the said pann belonging, and a part of one shop, outshot and well, with all commodities, ways, etc., then in the tenure of said Margt. Allan, for 21 years, at 10*s.* yearly, and 10*s.* yearly for every saltpan thereafter built; that said Issac and Margaret Johnson, for 46*l.* 6*s.* 8*d.* leased to said Coatsworth, June 24, 1670, all above recited premises for 11 years; that a full moiety of another saltpan held by lease of said Dean and Chapter was given by the will of Jane Reasley to her daughter, the said Margaret Johnson; that said Isaac Johnson by bond dated March 1, 1672, is bound to said Hornsby and Reed in 100*l.* for payment of 51*l.* 10*s.* for better securing of which sum said Johnson and wife on same date demised to said Hornsby and Reed all the said little house, etc., as above, and the moiety of the other saltpan, for 21 years, etc., and that the said sum of 51*l.* 10*s.* is still unpaid. Now, for a certain sum of money, said Hornsby and Reed grant to said Coatsworth all the premises for the remainder of said term. Witnesses: Edwd. Heslope, David Shiriffe, John Pickells, and Edwd. Arrowsmith.

1686. May 1.—Indenture between Thomas Liddell, gent., Ravensworth, co. Durham, and Michael Coatsworth, gent., South Shields. Reciting a lease for 21 years, dated March 21, 1683, by which the Dean and Chapter of Durham let to said Liddell their parcel of ground at the Wester Saltpans, in length 20 yards, bounding certain pans demised to Katherine Harle, W., Roger Harper's pans, E., from the top of the bank, S., to low water mark, N., whereon were built 4 saltpans, with houses, sumps, tails, staiths, garners, etc., then in the occupation of said Coatsworth, also a parcel of ground above the bank in front of said 4 pans, 20 yards in length and 12 yards in breadth, bounding on Edwd. Raw's waste, W., and ground belonging to said Liddell, E., at a yearly rental of 40s. for the saltpans, and 2s. 6d. for the ground, and 10s. yearly for every other saltpan erected there. Reciting also an indenture of same date by which said Dean and Chapter leased to said Liddell their 4th part of a farmhold in Westoe, occupied by said Coatsworth, and a 4th part of certain pastures or oxgates in Simonside, to said farmhold belonging, occupied by Dorothy Harper, said Liddell paying yearly 25s. for the farmhold, and 2s. 6d. for the pastures, also suit of court, byrents, custom services and duties, and to the keeper of Haining Wood certain bowl corn as accustomed. Reciting also that by indenture of same date they demised to said Liddell for 21 years a parcel of waste ground on the S. side of the Tyne, nigh South Shields, 10 yards in length, bounded by John Rand's saltpan, W., waste ground from bank top, S., to low water mark, N., whereon were formerly built 2 saltpans, 1 seat house and a little house on the S. side of the street there, 6 yards long, with 2 yards on the backside thereof, also a little cowhouse at the S. end of a row of houses belonging to Edwd. Raw, standing in the Rubbish Side, said Liddell paying therefor, yearly, 20s., 5s., 2s. and 1s. Reciting further that said Coatsworth being at said date possessed of the said three several tenements, etc., in the 3 leases mentioned, gave bond to said Liddell for payment of 200*l.* with interest and for better securing same surrendered the 3 in part recited indentures to said Dean and Chapter and procured same to be granted to said Liddell. Now, said Liddell, in discharge of his trust and for 5s. paid by said Coatsworth, doth hereby covenant that upon payment of the said 200*l.* with interest, he will one month after request, transfer to said Coatsworth said premises, the indentures of lease, etc.

1689. April 15.—Indenture between John March of Newcastle, clerk, and John Coatsworth, South Shields, master and mariner. Reciting a lease for 21 years dated December 11, 1679, from the Dean and Chapter to Robert Story, tanner, Newcastle, decd., and Ann, his wife, of 2 saltpans at South Shields, with salter's houses, garner and quay, which dip in Jane Sotheron's sump, and the ground from the west garner to the shop's end, and from Ann Carr's ground to the head house, leaving a passage to put rubbish up the bank, etc., the same being heretofore demised to Chris. Reasley and Jane, his wife, paying yearly 20s. and 10s. for every new saltpan.

Reciting also an indenture dated July 4, 1687, by which to secure loan of 40*l.* made to Ann Storey, widow, Newcastle, by John March, clerk, said Storey assigned to said March, the 2 saltpans, etc., above named. Now, for 94*l.* 8*s.*, said March hath granted and set over to said John Coatsworth, all the premises aforesaid. Witnesses: Ann Finn, Margery Mould, Percival Vipont, scrivener. Endorsement that John Coatsworth acts in trust for his father, Michael Coatsworth, whose money it is, and that he now transfers all his right, etc., to his father. Witnesses: Jno. Harrison, John Pickells, not. pub.

1690. May 29.—Indenture between Michael Coatsworth and Edwd. Heslopp,* both of South Shields. Reciting that said Heslopp, by letters of attorney had surrendered according to the custom of the manor of Hexham, all his parcels of copyhold land and estate within the said manor, to said Michael Coatsworth, and doth hereby declare that said surrender was taken in his name upon the special trusts and confidences following:— (1) Heslopp to have the rents, issues, etc., for life; then (2) Michael Coatsworth and Elizabeth, his wife, and the longer liver of them, and at their death, (3) John, Caleb, William, Edward, Charles, and Michael Coatsworth, and their heirs male, to receive the same, and also the charter and freehold land conveyed by said Heslopp, to Thomas Liddell of Ravensworth castle, by indenture dated 26th and 27th inst. But if said Heslopp do recover of 'the sickness wherein he is now languishing,' said Coatsworth shall re-surrender said copyholds, or stand seised of them to such use, person or estate, as said Heslopp by deed or will signed by three witnesses shall appoint. Witnesses: Robert Heslop, Cuthbert Stokoe, Peter Astell.

Indenture (mutilated) by which John Fin, tanner, Newcastle, and Ann, his wife, demise to Mich. Coatsworth, 2 saltpans in Coatsworth's occupation at South Shields with houses, garners, staiths, quays, sumps, pumps, etc., to same belonging, for 3 years from Christmas next ensuing, paying yearly 28*l.* and maintaining same in good repair. Witnesses: William Varey, John Pickells, not. pub.

1660. Nov. 1.—Indenture by which Anthony, son of Anthony Smith, late of South Shields, for a competent sum, conveys to Edwd. Rowe of West Panns, South Shields, a parcel of ground and 4 saltpans thereon, 27 yards in length at West Panns aforesaid, bounding upon saltpans of Roger Harper, E., saltpans of said Rowe, W., top of the bank, S., and low water mark, N., with the seat or mansion house at top of the bank in possession of said Rowe, and all other houses, etc. Covenant for peaceable possession free from molestation of said Smith, Anthony, his father, John Greene, merchant, London, or the heirs of Susanna, late wife of said Anthony, formerly wife of Wm. Bluett, decd. Witnesses: Laurence Blythman, Wm. Lawson, Wm. Cuthbertson.

* See the curious will of Edward Heslopp in the Society's *Proceedings*, 2nd ser., VI, 142,

1661. July 10.—Indenture between Ralph Fell, master and mariner, Newcastle, and Edwd. Rowe, West Panns, South Shields. Reciting a deed dated June 20, last past, by which said Rowe conveyed to said Fell the ground, 4 salt pans, etc., above described. Now the true meaning of this deed is that if said Rowe pay annually for 4 years 6*l.* 10*s.*, and said Fell procure a new lease of the premises from the Dean and Chapter, said Rowe shall pay the sum actually disbursed in procuring such lease, with interest from date of disbursement.

HOUSE AT ST. HELEN'S, AUCKLAND. [R.W.]

1579. Sept. 17.—Indenture of release by which, for 60*l.*, Peter Maddison* of Unthanke, parish of Stanhope, gent., released to Lancelot Robinson of 'Ruke hopesid' in same parish, yeoman, a messuage, etc., occupied by Ralph Cargrave [Gargrave?] and — Wren, widow, situate in 'St. Ellen Awkeland,' rendering to the lord of the fee service, etc., due and accustomed. Constitutes Richard Robinson of 'Rotenburne' and Lancelot Chapman, yeoman, his attorneys, to give possession, etc.

Endorsed: 'Seylled & delyvered the 29 day of September in the pressens of Thomas Wall, John Wall, Robt. Stele, Anthonie Newby, Mychaell Awld, Rychard Auld, & Ambrose Newby, with others mo.'

'Memorandum, that possession is given by Richard Robinson and Lanslot Chappman unto Lanslot Robinson the viij daye of October and in the xxi yeare of the most happy Rygne of our most gracyous sovering ladie Elizabeth, etc., before these witnesses hear endorsed, Henrie Garmansway, John Mayeson, Rawffe Garyriffe, Thomas Briskew, Rawfe Atkinson, Thomas Topias, Cuthbart Willinson, Richard Willson, Thomas Maysson, William Cradock, Thomas Gibson, Edward Wilson, Georg Willinson, Rawfe Garyriffe, John Corrie, Robert Briskew.'

'Memorandum, that Rawffe Garyriffe and wedow Wren hath ether of them geven unto ther landelord Lanslot Robinson one pennie whereby they acknowledged him to be ther landelord.'

HOUSE AND LAND AT HEIGHINGTON. [C.B.]

1703. Sept. 11.—Lease for 21 years from Nathaniel, Lord Crewe, bishop of Durham to John Welford, yeoman, Heighington, of a mansion house and garth, with the close called Garr Enos Close, containing 5 acres, in Heighington (late in possession of Richd. Robinson, decd.) at a rental of 7*s.* 8*d.* per annum. Covenants for repairing same, performing all accustomed services and payment of tithes, taxes, etc., by lessee. Witnesses: James Peter, Thomas Potts.

* Peter Maddison of this deed appears to have been the eighth in line from the first Maddison, owner of Unthank, and brother of Lionel Maddison who founded the Tyneside branch of the family. See *Men of Mark*, s.v. Maddison, and Egglestone, *Stanhope and its Neighbourhood*, p. 100.

LANDS AT COLEPIKE HILL AND THORNABY.*

1726. June 14.—Indenture tripartite: (1) Ester Bates, spinster; (2) Nicholas Fenwick, esq. and alderman, and Hugh Farington, clerk; (3) Cuthbert Fenwick, merchant, all of Newcastle. Reciting that a marriage is agreed and intended by God's permission to be shortly had and solemnized between said Cuthbert Fenwick and said Ester Bates, and that said Ester Bates had lent to Thomas Boulby of Durham city, gent., a sum of 2,000*l.*, secured by indentures of lease and release dated July 1 and 2, 1724, whereby Bowlby released to her certain lands, etc., subject to voidance upon payment of said sum and interest upon a day long since past. Now, in consideration of said intended marriage, said Ester Bates, with consent of said Cuthbert Fenwick, assigns to said Nicholas Fenwick and Hugh Farington a messuage, and farm with lands, etc., at Colepighill, parish of Lanchester, now or late in possession of — Willen and John Willen; another messuage and farm, etc., at same place, in the occupation of George Darnell, another messuage and farm, etc., at same place occupied by Robert Fulthorpe; a messuage and farm at Thornaby, *alias* Thormonby, *alias* Thormanby, co. York, with closes thereto belonging, known as the Cock-close, Newlaid-field, Great-pasture, Winter-close, Village-field, South-pasture and Cock-garth, containing about 78 acres now in possession of John Mewburne; also the tithes of hay arising out of all the lands at Thornaby, except those of a farm belonging to Wm. Denton, gent., occupied by Wm. Rowntree and of another farm there belonging to said Bowlby, occupied by Wm. Page. Witnesses: John Ellison, Wm. Smith.

HOUSES, ETC., AT TANFIELD. [R.W.]

1600. Sept. 20.—Indenture of livery and seisin by which Henry Jackman of the city of London, esq., conveys to John Blearton, jun., of Kyopeth, co. Durham, yeoman, and John Blearton, jun., of Kyopeth, yeoman, his son and heir, a messuage in Middle Cawsey lately in the tenure of Willm. Appleby and Margaret, his wife, and Willm. Hunter; another messuage in same place lately in the tenure of John Catcheside; a cottage in Tanfield lately in tenure of Edwd. Bell; another cottage in Tanfield now in tenure of Clement Stobbart, all within the manor of Beamish, holding of our lady the queen by rent and service due and of right accustomed. Appoints his beloved in Christ, Anthony Meaborne of Pontop and Cuthbert Ponterley, yeomen, his lawful attorneys to deliver, etc. Livery and seisin endorsed with numerous witnesses.

* From a copy kindly made by Mr. H. Willington.

LANDS AT WINLATON AND STOTFIELD. [R.W.]

1660. July 16.—Deedpoll of George Selby* of Winlaton, esq., Roger Bradshaigh of the Hay, co. Lancaster, knt., and Francis Bagshaw of the Middle Temple, London, esq. Reciting an indenture made Jan. 21, 1654-5 between (1) said Geo. Selby and Dame Mary, his wife; (2) Barnabas Horsman; (3) said Roger Bradshaigh and Francis Bagshaw; (4) Henry Lampton, Geoffrey Sharkesby, John Barton and Robert Glover, by which it was agreed that if said Geo. Selby should before the end of Easter term next ensuing, sell to said Horsman the manor of Stotfield and the moiety of the manor of East and West Winlaton, both in co. Durham, and that a perfect recovery should be executed, to be and inure, etc., to divers uses therein expressed, provided that if said Selby within four years next ensuing, with consent, etc., should be minded to revoke, alter or change the uses by said indenture limited and by writing under his hand and seal, with consent, etc., declare such intent, that then the said uses should be utterly void, which recovery was duly executed accordingly. Reciting also an indenture tripartite made August 14, 1655, between (1) said George and Mary Selby; (2) said Bradshaigh and Bagshaw; (3) said Horsman, by which said Selby, with consent, etc., revoked and made void the uses contained in the indenture of Jan. 21, 1654-5, and further declared that said recovery should henceforth be and inure to the uses expressed in this indenture tripartite, with proviso that if said Selby within seven years should be minded to revoke (as above) the uses, etc., should be utterly void, etc., and from thenceforth said Selby should stand and be seised of the said manors to the use of him and his heirs for ever. And reciting further that said Selby is minded to sell all that close called the Huttocks, parcel of said moiety of East and West Winlaton. Wherefore said Selby, with consent, etc., revokes the uses contained in the indenture tripartite concerning said close and hereby declares that said recovery shall from henceforth be and inure to the only proper use of him, the said Selby, his heirs, etc., thereby to enable him to sell said close to such person or persons as he shall think fit. (Signed) Roger Bradshaigh, Francis Bagshaw, George Selby.

* See pedigree of Selby in Surtees, *Hist. Durham*, II, 274. By his will, proved at Durham Oct. 27, 1668, Sir George Selby (created a baronet in 1664-5), appointed Lord Mollineux, Francis Bagshaw of London, and Wm. Riddell of Gateshead, his executors; bequeathed to his wife, Mary, dau. of Lord Mollineux, a rent charge of 400*l.* a year out of his lands, collieries, etc., at Winlaton; to his brothers Henry and John rent charges of 30*l.* each out of same; to said brother Henry a house and close at Winlaton formerly called Tempest House. His executors to raise portions of 500*l.* each for his five daughters, Frances, Mary, Charlotte, Julian and Elizabeth; the rest of the estates to his son, William, but if William die without issue the surviving daughters to have 1,500*l.* a year each, and the residue to go to his brother Henry, and in default to his own right heirs.

THE MANORS OF WINLATON, HEBBURN, ETC. [J.C.H.]

1647. April 1.—Indenture between Susan, Lady Hodgson of Durham city, widow, and Richard Wolfe of Hebborne, co. Durham, yeoman. Whereas Sir Robert Hodgson, late husband of said Susan, by deed dated the 22nd February, 1637-8, granted one full part in three of all his three parts of the manor of Winlato in eight parts to be divided, with all houses, lands, etc., to the said three parts belonging, and also his manor, capital messuage, etc., of North Hebborne, with free fishing in the water of Tyne and all other privileges, profits, etc., and also all that his capital messuage, or mansion in the Cloth market, Newcastle, and also all that his other messuage in said street, sometime in the tenure of Peter Bewicke, and also all those his two mills and two closes in the castle field, Newcastle, the said third part and so much of all the other manor, messuages, mills, lands, etc., as he, the said Sir Robt., might, by virtue of any proviso of power to him reserved, grant for a jointure and provision for any wife, or wives, to remain and be to the only use of the said Susan, his wife, during the term of her natural life in satisfaction of dower, etc., as by said deed more fully appears. And whereas the said Sir Robert is now deceased, and the said third part belongs to said Susan, and she hath entered thereinto and is become seised thereof in her demesne as of freehold for the term of her life. And whereas two parts of the said third part of the premises belonging to said Susan are seised or seisable unto his Majesty's use in respect of her recusancy. Now this indenture witnesseth that said Susan, for divers good causes, and especially in consideration of fourscore pounds paid by said Richard Wolfe, hath demised, etc., to said Wolfe one full third part of one full third part of all that manor, etc., of North Hebborne, with free fishing, etc., and doth covenant with said Wolfe that if at any time hereafter the other two parts of said full third part shall be seized upon or sequestered by reason of her recusancy that the said Wolfe shall have, hold, etc., that third part thereof which is not seizable, and that in the meantime the said Wolfe shall hold, etc., that third part now set out and allotted to said Susan by the Committees of Sequestration for the co. Durham, to have and hold the same from the 20th of March last, for 99 years, if said Susan do so long live, yielding and paying therefor yearly unto said Susan at Pentecost, a rent of one penny if lawfully demanded. Covenant also that if said Susan compound for her recusancy or otherwise be in condition to enjoy her full jointure and estate in the other two parts of the said third part of said manor, etc., of North Hebborne, she shall forthwith demise, etc., the same to said Wolfe for 99 years, he paying a like proportionable sum for the said two parts as he hath paid for the said third part. Witnesses: Chr. Nickleson, Bridgett Forster, Raph Lee (his mark), Tho. Maskall.