



Mills, Stools and Drill Shafts .....	--	13	4			
				<u>39</u>	<u>12</u>	<u>5</u>
Carried Over				£60		9
NEIMME/Bud/4/2						
	£	s	D	£	s	d
Brought over _____				60	12	9
Mr Humphrey's Charge, the Superintendant						
273 Days Driving Piles, etc. _____ @ 2/-	27	6	0			
35 Ditto ..... @ 1/8	2	18	4			
18 Ditto _____ @ 1/6	1	7	--			
55 Ditto ..... @	3	4	2			
1/2	--	3	--			
1 Pair of Mittens _____	1	16	--			
Jon's Wherry 2 Weeks ..... @ 18/-	--	6	--			
2 Shovels _____ @ 3/-	1	3	--			
5½ Days Man and Horse (Nicholson) .....	--	9	--			
Southering's Large Boat ..... 1 Week @ 9/-	1	16	--			
Ditto _____ 6 Days @ 6/-	1	6	6			
Cordage .....	--	1	7			
Nails _____	1	7	--			
Corves, Rods, Carriage etc .....	--	1	6			
An Old Door _____	7	17	9½			
Ale given as Allowance .....	4	16	--			
Mr Humphrey's Attendance 8 Weeks @ 12/-per week.	--	8	6			
Short Charged in taking out the Labour from Bills				<u>56</u>	<u>7</u>	<u>4½</u>
Expense accrued before the Division Deed was						
executed _____ £				<u>117</u>	<u>0</u>	<u>1½</u>
The above Sum was expended in Pursuance of Mr Chapman's Report, copied on the following Pages.						

NEIMME/Bud 3 – 6 Blank Pages

NEIMME/Bud/4/7

### Copy of the Division Deed

Date  
31<sup>st</sup> Oct. 1796  
Parties  
1<sup>st</sup> part  
The Bishop of Durham  
2<sup>nd</sup> Part  
Dr Thorp, the Rector  
3<sup>rd</sup> Part

This Indenture of Five Parts made the 31<sup>st</sup> Day of October in the thirty-seventh Year of this Reign of our Sovereign Lord George the third by the Grace of God of Great Britain, France and Ireland King Defender of the Faith and so forth and in the Year of our Lord 1796. Between the Right Reverend Father in God Shute by divine Providence Lord Bishop of Durham of the first Part, Robert Thorp Doctor in Divinity Rector of Ryton in the County of Durham of the second Part Edward Townley Standish of Standish in the

E.T.Standish Esqr.  
Joseph Lamb Esqr.  
Crosier Surtees Esqr.  
Mary Stone Widow  
John Simpson Esqr.  
Walker Lawson Trustees  
of  
William Alder late Miss  
H.  
Walker Lawson  
Thomas Dodd  
Michael Humble  
George Lawson  
John Hutchinson  
John Brown and  
Henry Brown  
Robert Cox  
John Hutchinson Grieve  
4<sup>th</sup> Part  
Rev James Blackburn  
5<sup>th</sup> Part  
Arthur Mowbray  
John Buddle Senior  
Robert Snowball.

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Surrender to Mr  
Blackburn

A. r. p  
Quantity 154.1.11.  
Boundary described.

Habendum and  
Defeasance.

County of Lancaster Esquire Joseph Lamb of the Town and County of Newcastle upon Tyne Esquire Crosier Surtees of Ridworth Hall in the said County of Durham Esquire Mary Stone of Ryton aforesaid Widow John Simpson of Bradley in the said County Esq. Walker Lawson of Ryton aforesaid Gentleman and William Alder of Weatslet in the County of Northumberland Gentleman Divisees Trustees and Executors named and appointed in and by the last Will and Testament of Isabel Humble late of Ryton aforesaid Spinster deceased the said Walker Lawson of Ryton aforesaid Gentleman Thomas Dodd of Woodside in the Parish of Ryton aforesaid Gentleman Michael Humble of Ryton aforesaid Yeoman George Lawson of Ryton aforesaid Gentleman John Hutchinson of Ryton aforesaid Gentleman John Brown of Ryton aforesaid Yeoman Henry Brown of Ryton aforesaid Yeoman Robert Cox of Ryton aforesaid Gardener and the said John Hutchinson of Ryton aforesaid Gentleman the present Grieve of the Township of Ryton aforesaid of the third Part the Reverend James Blackbutn Master of Arts of Ryton aforesaid Clerk of the fourth Part and Arthur Mowbray of Shirburn in the said County of Durham Gentleman John Buddle the elder of Greenside in the said County Gentleman and Robert Snowball of Hedly in the County of Northumberland Gentleman of the fifth Part Whereas

by one Surrender bearing even Date with these Present the said Parties hereto of the third Part together with John Townley Devonshire Place in the County of Middlesex Esquire and Peregrine Edward Townley of Charing Cross in the same County Esquire their respective Trustees have surrendered into the hands of the Lord and according to the Custom of the Manor of Chester in in the said County of Durham to the Use of the said James Blackburn all that open and common Town Field called Ryton Haugh containing by admeasurement one hundred and fifty four Acres one Road and eleven Perches or thereabouts situate in the Township Precincts or Territories and Parish of Ryton aforesaid and bounded by the River Tyne on or towards the East by Lands called the Spetchels belonging to his Grace the Duke of Northumberland other Lands called the Parsons haugh belonging to the Rector of Ryton aforesaid a certain Land or Road called the Path and certain ancient inclosed Grounds in Ryton aforesaid belonging to the said Joseph Lamb on or towards the West by other Part of the said Lands called the Spetchels and the said River Tyne on or towards the North and by ancient inclosed Grounds belonging to the said Edward Townley Standish and Joseph Lamb and to Mr Robert Longridge on or towards the South being Parcel of and held by Cope of Court Roll under the said Lord Bishop of Durham as Lord of the Manor of Chester aforesaid To have to the said James Blackburn and his Sequels in Right in which said Surrender is subscribed a Memorandum or Agreement whereby it is declared that the said Premises were so surrendered to the wife of the said James Blackckburn and his Sequels in Right upon such Trusts and to and for such Intents and Purposes and under and subject to such Declarations and Agreements as are mentioned expressed or declared of and concerning the same in and by one Indenture of five Parts then prepared and intended to bear even Date with the said Surrender and expressed to be made between the said Shute

Lord Bishop of Durham of the first Part the said Robert Thorp of the second Part the said Edward Townley Standish Joseph Lamb Crosier Surtees Mary Stowe John Simpson Walker and William Alder Walker Lawson Thomas Dodd Michael Humble George Lawson

NEIMME/Bud/4/9

John Hutchinson John Brown and Henry Brown Robert Cox and John Hutchinson as Grieve of Ryton aforesaid of the third Part the said James Blackburn of the fourth Part and the said Arthur Mowbray John Buddle and Robert Snowball of the fifth Part ( meaning and intending this present Indenture) and whereas the whole of the common Town Field called Ryton Haugh is not comprised in the said Surrender but a small Part thereof containing together One Acre and three Roods belongs to the Rector of the Parish Church of Ryton for the Time being and is of Freehold Tenure and Whereas the said open and common Town Field has for many Years past during Part of each and every Year (to wit) from the fifth Day of April to the Time of Cutting and taking off the Corn or Grain which may yearly grow thereon been held and enjoyed by the respective Owners or Proprietors in the several distinct and specific Parts or Shares hereinafter mentioned that is to say ) the said One Acre and three Roods by the said Robert Thorpe seventy one Acres three Roods and twenty five Perches and an half by the said Edward Townley Standish thirty seven Acres and fifteen Perches and an Half by the said Joseph Lamb six Acres and ten Perches by the said Crozier Surtees six Acres and thirty Perches by the said Mary Stowe two Acres and twenty Perches and one half by the said John Simpson five Acres two Roods and three Perches by the said Walker Lawson and William Alder six Acres and thirty one Perches by the said Walker Lawson five Acres one Rood and four Perches and an half by the said Thomas Dodd three Acres one Rood and thirty Perches by the said Michael Humble two Acres two Roods and two Perches by the said George Lawson two Acres and five Perches by the said John Hutchinson one Acre three Roods and thirty Perches by the said John Brown and Henry Brown two Roods and three perches by the said Robert Cox one Acre and seven Perches by the said John Hutchinson as Grieve for the tie being of the Township of Ryton aforesaid called the Bull Meadows and about one Rood and thirty Perches of Waste or common Land and

Specific Shares

	A r p
The Rector	1. 3. 0
E.T. Standish	71.3.25½
Joseph Lamb	37.0.15½
Cro. Surtees	6. 0.10
Mary Stowe	6.0.30
Jn. Simpson	2. 0. 20½
Lawson /Alder	5.2.3
W. Lawson	6. 0.31
Thos. Dodd	5. 1. 4½
M. Humble	3. 1.30
G. Lawson	2. 2. 2
J. Hutchinson	2.0.5
Messrs Brown	1.3.30
R. Cox	-. 2. 3
Grieve	1. 0. 7
<u>Waste</u>	<u>1.30</u>
	<u>154.0. 7</u>

NEIMME/Bud/4/10

the said open and common Town Field has during the Remainder of each and every of the said years been held and enjoyed by the said several Owners or Proprietors as Tenants in Common and by them accordingly stinted agisted or depastured with Cattle in the Number or Stints herein after mentioned ( that is to say ) four Stints by the said Robert Thorp as Rector of Ryton aforesaid seventy five Stints by the said Edward Townley Standish eighty six and one Quarter Stints by the said Joseph Lamb twenty three Stints by the said Crozier Surtees eleven and three Quarters Stints by the said Mary Stowe three and one quarter Stints by the said John Simpson twenty two and one quarter Stints by the said Walker Lawson and William Alder as Divisees [?]of the said Isabel Humble eleven Stints by the said Walker Lawson eleven and one quarter Stints by the said Thomas Dodd twelve Stints by the said Michael Humble four and one quarter Stints by the

No. of Stints

The Rector .....	4
E.T.Standish .....	75
Jos. Lamb .....	86¼
Crozier Surtees	23
Mary Stowe .....	11¾
John Simpson ..	¾

Lawson/Alder ..	22¼
Walter Lawson	11
Thomas Dodd	11¼
Mich. Humble	12
Geo. Lawson ....	4¼
Jn. Hutchinson	8½
The Browns .....	4½
Robert Cox .....	3¼
The Grieve .....	<u>1</u>
Total ...	<u>281 ¼</u>

said George Lawson eight and one half Stints by the said John Hutchinson four and one half Stints by the said John Brown and Henry Brown three and one quarter Stints by the said John Simpson three and one quarter Stints by the said Robert Cox and one Stint by the said John Hutchinson as Grieve and the Grieve for the Time being of the said Township of Ryton and to which said several distinct and specific Parts Shares or Quantities and the said several Stints of and in the said open and common Town-Field they the said several Parties hereto of the second and third Parts do hereby respectively admit and acknowledge each of them to be entitled as Owners or Proprietors as aforesaid **and** the said Shute Lord Bishop of Durham is Lord of the Manor of Chester aforesaid and also the Patron and Ordinary and the said Robert Thorp is the Rector of the Parish and Parish Church of Ryton aforesaid **and whereas** the Part or Share of each and every of the said several Owners or Proprietors of and in the said open and common Town Field doth not lie altogether in one Plot or Parcel of Ground but is composed of divers small Pieces or Parcels lying dispersedly or intermixed with each other and therefore the said several Shares of the said several Owners or

NEIMME/Bud/4/11

Proprietors so long as the same remain in their present State & Situation and subject to such Right of Stinting as aforesaid are not so capable of Improvement as they might be if divided laid together and inclosed and such Stinting were discontinued in Consideration whereof they the said Parties hereto of the second and third Parts have mutually proposed and agreed that the said open and common Town Field called Ryton Haugh shall be divided and inclosed and specific Parts thereof set out and allotted to them respectively in Proportion to their respective Shares and Interests therein and in Manner hereinafter expressed and that all Right of Stinting in and upon the said open and common Town Field shall cease or be extinguished and for effectuating these Purposes they the said Parties hereto of the third Part together with their respective Trustees have in and by the said recited Surrender conveyed surrendered and assured such Part of the said open & common Town Field as is of Copyhold Tenure to the Use of the said James Blackburn and his Sequels ion Right to the End and Intent that he or they shall or may resurrender the same from and after the Division or Partition thereof to the several Persons and in Manner and subject to the Declarations and Agreements hereinafter mentioned expressed or declared of or concerning the same **and whereas the** said Parties hereto of the first, second, and third Parts having nominated and appointed the said Arthur Mowbray John Buddle and Robert Snowball Commissioners for Dividing and Inclosing the said open and common Town Field they the said Arthur Mowbray John Buddle and Robert Snowball have at the Request of the said Parties hereto of the first second and third Parts surveyed the said open and common Townfield called Ryton haugh and are now fully informed and apprised of the respective Situation Quality and Condition and other Value of the present Shares of the said several Owners or Proprietors thereof **and** the said Shute Lord Bishop of Durham and Robert Thorp being now well satisfied that it will be of great and general Advantage to the said several Owners and Proprietors of the said open and common Town Field that the same shall be forthwith divided and inclosed

and all future Right of Stinting extinguished **and** being also satisfied that such Division and Inclosure will not in the least prejudice or diminish in Value the respective Rights and Interests of them or their respective Successors in the same Townfield they the said Shute Lord Bishop of Durham and Robert Thorp have agreed to consent to and concur in such Division

NEIMME/Bud/4/12

and Inclosure thereof **Now this Indenture witnesseth** and it is hereby agreed and declared by and between the said Parties to these Present that it shall and may be lawful to and for the said Arthur Mowbray John Buddle and Robert Snowball or the Commissioners or Commissioner to be appointed as hereinafter mentioned or the major Part of them for the Time being and he and they are hereby authorised instructed and required on or before the fifth Day of April now next ensuing or as soon afterwards as conveniently may be to set out divide and allot the whole of the said open and common Townfield called Ryton haugh by proper Stakes Meetes and Land Marks unto and amongst the said Parties hereto of the second and third Parts or the respective Persons who shall for the Time being be entitled thereto in such Quantities Parts Shares and Proportions and in such Places there as such Commissioners or the major Part of them for the Time being shall adjudge and determine to be equal in Value to and a just Recompense and Satisfaction for the said respective Parcels of Land of them the said Owners or Proprietors in the said open and common Townfield and for the Number or Stints or Cattlegates to which they are respectively entitled as aforesaid **Provided always** and the said Commissioners are hereby directed in making the said Division and Allotment of the Lands and Grounds hereby intended to be divided and inclosed to have due Regard to the Quality and Situation as well as the Quantity of the Lands so to be divided and inclosed and also to the Convenience of the several Parties concerned so as to lay the several Allotments as commodiously to every of them as the general Partition and Exchange of Property will in the Judgment of the said Commissioners admit of without Preference or Partiality of or to any of the Parties or Persons interested in the said Division and Inclosure of the said open and common Townfield **provided** nevertheless and it is hereby agreed and declared that the said Commissioners shall and they are hereby directed and required in Making the said Division and Allotment to set out and allot unto the said Crosier Surtees the whole of his Allotment or Share of the said open or common Townfield in one entire Plot in or near adjoining to his present largest Plot or Parcel of the same Field adjoining to the River Tyne and to the said Lands called the Spetchels belonging to the said Duke of Northumberland **and** it is hereby further agreed and declared by and between the said Parties to these Present that

NEIMMNE/Bud/4/13

when and as soon as the said Arthur Mowbray John Buddle and Robert Snowball or the Commissioners or Commissioner to be appointed as hereinafter is mentioned or the major Part of them for the Time being shall have divided the said open and common Townfield in pursuance of the Powers and Authorities herein before contained it shall and may be lawful to and for them the said Arthur Mowbray John Buddle and Robert Snowball

or the said last mentioned Commissioners or Commissioner or the major Part of them and he and they is and are hereby authorised and directed to form and draw up an Award or Instrument in Writing which shall express and specify the Quantity ( in Statute Measure ) of the Acres Roods and Perches allotted to each and every of them the said Parties hereto of the second and third Parts or the respective Persons for the Time being entitled hereto and shall contain a Description of the Situation and Boundaries of each and every Part Parcel and Allotment respectively **and** it is hereby also agreed and declared that it shall and may be lawful to and for them the said Arthur Mowbray John Buddle and Robert Snowball or the Commissioners or Commissioner to be appointed as hereinafter mentioned or the major Part of them for the Time being in and by the said Award to give such Orders and Directions for Hedging Fencing and Ditching the Boundaries of the respective Allotments respectively and for the Making and Forming such Ponds Watering Places and Water Courses and for Making Scouring Maintaining and Keeping in Condition such Hedges Fences Ditches and Drains and also to appoint set out and describe all such private Roads and Ways to be made in over and within the said open and common Townfield and also to give such Orders and Directions for or concerning the laying out making repairing maintaining cleansing and keeping in Repair of all the private Roads Ways Passages Gates Stiles Drains Sewers Ponds Watering Places and Water Courses in over and through the same and also such Orders and Directions for Wearing and Guarding at any Time or Times within the Space of two Years next after the Date and Execution of the said Commissioners Award from and against the Floods and Tides of the River Tyne such Part of the said open and common Townfield called Ryton Haugh as adjoined or is contiguous to the said River and from and against all Damage and Prejudice which such Lands so adjoining the said River are liable to sustain by Reason of the overflowing of the said River and the Rapidity of the Current thereof **and** further to make give ordain and prescribe such other Rules Orders Regulations Matters and Things as to them the

NEIMME/Bud/4/14

said Arthur Mowbray John Buddle and Robert Snowball or the Commissioners or Commissioner to be appointed as hereinafter mentioned or the major Part of them for the Time being shall seem necessary or proper to be inserted in such Award which said Award shall be fairly ingrossed or written on Parchment and signed and sealed by the said Arthur Mowbray John Buddle and Robert Snowball or such Commissioners or Commissioner or the major Part of them for the Time being and these Present and also the said Award shall within six Calendar Months next after the Date of the said Award be respectively deposited and inrolled in the Office of the Clerk of the Halmot Court of the Bishop of Durham in the Exchequer of Durham and it is hereby further agreed and directed that from and after the said Division shall be made the said Arthur Mowbray John Buddle and Robert Snowball or the Commissioners or Commissioner to be appointed as hereinafter mentioned or the major Part of them for the Time being shall make or cause or procure to be made a new Survey and Plan of the said open and common Townfield and shall sign the said Survey and Plan and shall annex the same to said Award and on which Survey and Plan the said Allotment Private Roads Ways Passages Ponds Watering

Places and Water Courses and other Matters and Things which they shall think proper to be described thereon pursuant to the Directions hereinbefore contained shall be fairly delineated marked out and expressed **and** it is hereby agreed by and between the said Parties hereto of the second and third Parts and particularly each of them for him and herself his and her respective Heirs and Executors and Administrators doth covenant promise and agree to and with the others of them respectively their respective Heirs and Assigns by these Presents in Manner following ( that is to say ) that the several Lands and Grounds to be set out and allotted as aforesaid unto and amongst them the said Parties hereto of the second and third Parts respectively or the respective Persons who shall for the Time being be entitled to the same shall be and they do hereby agree to accept the same in full Satisfaction and Compensation or in Lieu and Exchange of and for the several detached Pieces or Parcels Estates Stints of Cattlegates and Interests in which at or immediately before the Execution of these Presents they respectively were entitled of and into or upon the same open or common Town Field **and further** that each of the said Parties hereto of the second and third Parts and that Heirs of each of them shall and will observe perform fulfil and keep all such Orders and Directions concerning the Hedges Fences Ditches Drains Private Roads Ways Passages Gates

NEIMME/Bud/4/15

Stiles Sewers Ponds Watering Places and Water Courses and the Defending the said open and common Townfield from the Overflowing of the said River within the space of two Years as aforesaid and all such other Orders Rules Regulations Matters and Things as the said Arthur Mowbray John Buddle and Robert Snowball or the Commissioners or Commissioner to be appointed as hereinafter mentioned or the major Part of them for the Time being shall in and by their said Award order direct appoint or prescribe in Pursuance of the Powers or Authorities hereby in them vested or to be vested as aforesaid **Provided always** and it is hereby agreed and declared that if any of them the said Arthur Mowbray John Buddle and Robert Snowball shall before the Execution of and Performance of the Powers and Authorities hereby vested in them as aforesaid either die or refuse or neglect to act it shall and may be lawful to and for the surviving or remaining Commissioners or Commissioner and he and they are hereby authorised and required from Time to Time by Writing under their respective Hands and Seals or Hand and Seal within one Calendar Month next after such Death Neglect or Refusal to appoint another Commissioner or Commissioners not interested in the said Division in the Place of the Commissioner or Commissioners so dying neglecting or refusing to act as aforesaid and that every such Commissioner so to be appointed shall have the like Powers and Authorities to all Intents and Purposes whatsoever as were vested in the Commissioner or Commissioners so dying neglecting or refusing to act as aforesaid at the Time of such Death Neglect or Refusal **and** it is hereby agreed and declared by and between the said Parties to these Presents that the Costs Charges and Expenses of the Admittances and Surrender of the said Edward Townley Standish and of his Trustees customary and necessary in Order to enable them to surrender their respective Estates and Interests of and in the said open and common Townfield to the said James Blackburn and his Heirs for the Purposes

aforesaid shall be born and paid by the said Edward Townley Standish and that the Costs Charges and Expenses of the Admittances and Surrender of the said Joseph Lamb and of his Trustees customary and necessary in Order to enable them to surrender their respective Estates and Interests of and in the said open and common Townfield to the said James Blackburn and his Heirs for the Purposes aforesaid shall be born and paid by the said Joseph Lamb etc etc.

N.B. Similar Clauses for every Proprietor.

NEIMME/Bud/4/16

And it is hereby further agreed and declared by and between the said Parties hereto that the Costs Charges and Expenses of Making Preparing and executing these Presents and of Inrolling the same as aforesaid and of the said Arthur Mowbray John Buddle and Robert Snowball or of the said Commissioners for the Time being already incurred or to be incurred in the Surveying Planning Measuring Valuing Laying out and Dividing of the said open and common Townfield and of Wearing and Guarding the same against the Overflowing of the River Tyne and of Making Preparing and Inrolling the Award heretofore directed to be made as aforesaid and for all other Matters and Things incident to or attending or necessary for the perfecting and completing of the said intended Partition or Division of the said open and common Townfield shall be born and paid by the said Parties hereto of the second and third Parts in Proportion and according to the Value of the respective Allotments to be made to them respectively by the said Arthur Mowbray John Buddle and Robert Snowball or the Commissioners or Commissioner to be appointed as heretofore mentioned or the major Part of them for the Time being in and by their said Award as aforesaid such Proportion to be settled and ascertained by such Commissioners or the major Part of them by a Rate or Assessment to be made and signed by them **Provided always** and it is hereby mutually agreed and declared by and between the said Parties hereto of the third Part that from and after the Making and Executing of the said Award when and so often as the said River Tyne shall overflow that Part of the said open and common Town Field called Ryton haugh adjoining the said River in such case the Person or Persons to whom the Lands so overflowed by the said River shall by the said Award be allotted shall have full and free Liberty and Power to enter upon any other Part of the same said Town Field and to remove his or their Cattle or Stock thereto until such Overflowing of the said River shall cease or subside or until such Cattle or Stock can be conveniently removed or taken away by the Owner or Owners thereof or his her or their Servants so as in the Exercise of such Liberty or Power as little Injury or Damage as may be shall be done or committed in or to the Lands to or upon which such Cattle or Stock shall be so removed during such Inundation **Provided also** and it is hereby further agreed and declared by and between the said Parties hereto of the third Part that the Owners and Occupiers of Fisheries in the River Tyne adjoining the said open and common Town Field called Ryton haugh shall from Time to Time and at all Times from and after the Making and executing of the said Award have and enjoy all their ancient and accustomed Rights

NEIMME/Bud/4/17

Privileges and Liberties in and upon the Banks of the same Town Field in the same Manner as such Owners and Occupiers of such Fisheries have

heretofore had held and enjoyed the same such Owners or Occupiers doing or committing in the Exercise of such rights Privileges and Liberties as little Damage or Prejudice in or to the Corn Grass and herbage growing or being in or upon the said open and common Townfield as the Nature of the Case will admit and making a reasonable Satisfaction to the Owner or Proprietor of such Part of the said open and common Town field in which any Damage or Prejudice shall be done or committed as last mentioned such Satisfaction to be ascertained and determined by two indifferent Persons (one to be chosen by the Party injured and the other by the Party doing or committing such Damage or Prejudice ) if they the same Parties shall differ about the same **and** it is hereby further mutually covenanted agreed and declared by and between the said Parties hereto of the first second and third Parts that they the same Parties hereto shall and will use their best Endeavours to obtain as soon as the same can be done either an Act of Parliament or a Decree of the Court of chancery of Durham or some other court of competent Jurisdiction to establish and confirm the said Partition or Division of the said open and common Town Field called Ryton Haugh and the Award hereby directed to be made and executed as aforesaid and that the Costs Charges and Expenses attending the obtaining or soliciting for the said Act of Parliament or attending the Proceedings to obtain said Decree (as the Case shall happen) shall be born and paid by the said Parties hereto of the second and third Parts in Proportion and according to the Value of the respective Allotments to be made to them respectively by the said intended Award and to be settled and ascertained by the said Commissioners or the major Part of them in and by a Rate or Assessment to be for that Purpose made and signed by them **and** the said Robert Thorp for himself his Heirs Executors and Administrators doth hereby cocovenant promise and agree to and with the said Parties hereto of the third Part that the said Robert Thorp shall and will at any Time from and after the making and executing of the said Award and before the said Act of Parliament or Decree shall be obtained convey and assure in a legal and effectual Manner unto the Person or Persons to whom the said one Acre and three Roods belonging to him the said Robert Thorp and Parcel of the said open and common Town Field as aforesaid shall by the said Award be allotted All the Estate and Interest of him the said Robert Thorp of and in the same open and common Town Field to the Intent that the said One Acre and three Roods may be held and enjoyed by the Person or Persons to whom the same shall be awarded freed and

NEIMME/Bud/4/18

Discharged of and from all claims and Demands of him the said Robert Thorp thereto and **this Indenture** also witnesseth and it is hereby covenanted agreed and declared by and between the said Parties to these Presents that the said James Blackburn his Heirs and Sequels in Right shall from and immediately after the said Award shall be made and executed as hereinbefore mentioned stand and be seized of and in the said Premises comprised and described in the said recited Surrender In Trust to surrender convey and assure the Lands and Grounds which by the said Award shall be set out and allotted to the said Robert Thorp and to each of the said Parties hereto of the third Part or the Persons for the Time being entitled to such Lands and Grounds to the Use of such and the same Persons and to for and upon such and the same Trusts Estates and Interests and under and subject

to and charged and chargeable with such and the same Powers Provisos Limitations Declarations and Agreements and to the same Debts and other charges and Incumbrances Rents Reservations and Services as the respective Lands and Hereditaments in Respect whereof such respective Allotments shall be made as last mentioned stood settled conveyed limited or assured unto for and upon or were charged or affected with or subject or liable to at or immediately before the Execution of these Presents or **In Lieu of or in Exchange** for the same respective Lands and Hereditaments **and** it is hereby further covenanted agreed and declared by and between the said Parties to these Presents that in the meantime and until the said Award shall be made and executed as aforesaid the said James Blackburn his Heirs Sequels in right and Assigns shall (subject and without Prejudice to the Powers and Authorities hereby given to the said Commissioners as aforesaid) stand and be seized of the said Premises comprised in the said recited Surrender **In Trust** for such and the same Persons and to and for such and the same Estates and Interests and in the same Proportion and Manner and under and subject to and charged and chargeable with such and the same Powers Provisos Limitations Declarations and Agreements Debts, Charges and Incumbrances Rents Reservations and Services as the same Premises do now stand settled conveyed limited or assured unto for and upon or are charged or affected with or subject or liable to **provided always** and it is hereby agreed and declared by and between the said Parties hereto that neither these Presents nor the said Partition or Division hereby directed to be made of the said open and common Town Field shall prejudice defeat lessen or affect the Right Title or Interest of the said Shute Lord Bishop of Durham and his Successors in or to the Mines or Quarries within or under the said open and common Town Field

NEIMME/Bud/4/19

Or any Part thereof or any other of his or their manorial Rights and Interests therein but that he the said Shute Lord Bishop of Durham and his Successors or his or their Lessees shall and may open win and work the said Mines and Quarries and have and enjoy all Ways Liberties Powers and Privileges respecting the same all other his or their Rights and Interests in or to the said open and common town Field in as full ample and beneficial Manner as if these Presents and the said Partition or Division had not been made and executed **provided also** and it is hereby further agreed and declared by and between the said Parties hereto that neither these Presents nor the said Partition or Division shall prejudice defeat or lessen or be deemed or construed to prejudice defeat or lessen the Right Title or Interest of the said Rector of the said Parish Church of Ryton and his Successors in or to any rectorial pridial or mixed Tithes arising or renewing out of or within the said open and common Town Field or any part thereof but that the said Rector and his Successors shall have the same Right to and may receive all such tithes in as full ample and beneficial Manner to all Intents and Purposes as if these Presents or the said Partition or Division had not been made and executed and the said Parties hereto of the second and third Parts separately and apart each for him and herself and his and her respective Heirs Executors and Administrators and not jointly or the one for the others or other of them nor for the Heirs Executors or

Administrators or Acts of the others or other of them but each of them for his and her own Acts only do covenant promise and agree to and with the said Arthur Mowbray John Buddle and Robert Snowball their Heirs and Assigns by these Presents in Manner following ( that is to say) that from and immediately after the Making Executing and Perfecting of the said Partition or Division as before mentioned the Lands and Grounds which shall be allotted as and for the specific Part or Share of each of them the said Parties hereto of the second and third Parts with the Appurtenances shall or lawfully may from Time to Time and at all times hereafter remain continue and be to for and upon and under and subject to the several Trusts Estates and Interests herein before mentioned or referred to concerning the same and in Manner and Form aforesaid according to the true Intent and Meaning of these Presents and shall and may be peaceably and quietly had held and enjoyed without any lawful Suit Denial Eviction Interruption Disturbance Claim or Demand whatsoever of from or by the other of the said Parties respectively or their respective Heirs

NEIMME/Bud/4/20

Or by any Person or Persons lawfully claiming or to claim by from or under or in Trust for the other of the same Parties respectively or their respective heirs **and** free and clear or freely and clearly acquitted exonerated and discharged or otherwise by the other of the same Parties respectively their respective Heirs Executors or Administrators well and sufficiently saved defended kept harmless and indemnified of from and against all former and other Gifts Grants Bargains Sales Leases Mortgages Estates Trusts Wills Entails Titles Charges and Incumbrances whatsoever had made done committed or suffered or to be had made done committed or suffered by the other of the same Parties respectively or their respective Heirs or by any Person or Persons lawfully claiming or to claim by from or under or in Trust for them respectively **and further** that they the said Parties hereto of the second and third Parts respectively and their respective Heirs and all and every Person or Persons having or lawfully claiming or who shall or may have or lawfully claim any Estate Right title Trust Interest or Incumbrance either at Law or in Equity of in to or out of the said open and common Town Field or any Part thereof by from or under or in Trust for them respectively shall and will from Time to Time and at all Times from and after the Making executing and perfecting of the said Partition or Division and of the said Award upon every reasonable Request of the said Arthur Mowbray John Buddle and Robert Snowball or of the Commissioners or Commissioner for the Time being appointed as hereinbefore mentioned make do acknowledge levy suffer and execute or cause or procure to be made done acknowledged levied suffered and executed all such further and other lawful and reasonable Acts, Deeds, Conveyances and Assurances in the Law whatsoever for the further better more perfect and absolute conveying assuring and confirming of the several specific Shares which in and by the said Award shall be allotted to each of the said Parties hereto of the second and third Parts with the Appurtenances to for and upon and under and subject to the several Trusts Estates and Interests hereinbefore mentioned or referred to concerning the same respectively and in Manner and Form aforesaid according to the true Intent and

NEIMME/Bud/4/21

Meaning of these Presents as by the said Arthur Mowbray John Buddle and Robert Snowball or such Commissioners or Commissioner or their or any of their Counsel learned in the Law shall be reasonably advised or devised and required so as no such further Assurance contain any further or other Warranty or Covenant than against the Person or Persons who shall be requested to make the same his her or their respective Heirs Executors or Administrators and as the Party or Parties who shall be requested to make such further Assurances being not compelled or compellable for the making or performing thereof to go or travel from his her or their then respective Dwellings of Places of abode In Witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the Day and Year first within written.

NEIMME/Bud/4/22

Some Doubts having arisen among the Commissioners respecting the Powers given them by the foregoing Deed; these Doubts were stated to Mr Pearson which, together with his Answers appear below, viz:

1. Do the Clauses inserted in this Deed empower the Commissioners to make Wears, jetties etc.etc. to prevent the future Damage from the River by washing away the Soil of the Banks; or only to prevent the "overflowing" thereof as expressed in the said Deed?

Answer

In Page 16, the Commissioners are empowered by their Award to give such Orders and Directions as they may think necessary or proper for wearing and guarding at any Time within two Years after the Date and Execution of their Award from and against the Floods and Tides of the River Tyne such Part of the Townfield as adjoins or is contiguous to the River and from and against all Damage and Prejudice which such Lands are liable to sustain by Reason of the Overflowing of the River and the Rapidity of the Current thereof:- These are general Terms and I think authorise the Commissioners to order such Works to be made as may appear necessary to prevent the River whether by Overflowing or Underflowing or by any other Means injuring or endamaging the adjoining Grounds.

2. How are the Commissioners to be indemnified from any Charges that may be brought against them by such Persons as they may employ to execute any of the Works mentioned in the said Deed?

Answer.

The Commissioners are indemnified as much as may be in that Mode by the Covenant and Agreement of the Proprietors:- But as the Works upon the River need not be done by the Commissioners themselves nor by Workmen employed by them and whom they might, prima facie,

be liable to pay, but need only be ordered by their Award and may be done at any Time within two Years after :- They may make an Estimate of the Expense and include it in the Rate, and raise the Money before there is a Necessity for expending it.

NEIMME/Bud/4/23

3. Can they, the Commissioners, under this Deed, allot such an additional Quantity of Ground to any Proprietor, whose Property adjoins the River, as, in their Judgment may be adequate to the Risk of such Proprietor from the Washing away of his Soil, or to enable him to make the necessary Wear for the future Security of his Property?

Answer.

If the Wears, Jetties so proposed should be made at the Expense of the Proprietors at large, perhaps there may not be much Risk to be run by the Proprietors of the Allotments adjoining the River :- But if the Commissioners should think there is still a Risk and no Chance of Gain either by their Contiguity to the River and the Advantage of Staiths, Landings etc. or by an Accretion of Land from the Waters leaving it, I do not see why the Commissioners may not take the Matter into their Consideration in the Valuing of the Land and proportioning of the Allotments:- But I think this should be done with Caution and Circumspection.

Signed

George Pearson

3<sup>rd</sup> April 1797