

G. J. & W. Abram
Law Stationers.
TEMPLE.

made the Twelfth day of August one thousand eight hundred and forty three Between the slight Honorable John Charles Earl Spencer of the one part and John Augustus Beaumont of Westhill Warrinor in the County of Glumry Esquire of the other part Whereas the said John Charles ^{Earl} Spencer is seized in fee simple in possession free from all incumbrances of the profits or parts of Land and hereditaments hereinafter described and expressed to be thereby granted and released or otherwise assured with their appurtenances And whereas the said John Charles

[illegible]

Whereof

and being in the Manor of Down Our piece or parcel of Land containing by estimation three woods and twelve better more or less Land late belonging to the said Peter Daggon and then to Humphrey Morice living and being on the North side thereof and Land then belonging to the said Daggon on the South side thereof being part of the Manor of Sunnyside Also that piece or parcel of Land in the said shire containing by estimation one acre and seven better bounding on Land of Glamp on the South part thereof and being in the Manor of Sunnyside Our piece or parcel of Land containing by estimation one acre three woods and twenty four better the same more or less Land late belonging to the said Peter Daggon and then to the said

Morice North and being in the Manor of Sunnyside And all houses outbuildings ditches buildings barns stables yards gardens orchards closes and pieces or parcels of Land capable of Meadow Pasture trees woods underwoods and the ground and soil thereof seedings commonable common of pasture and of husbandry and other commonable rights minus minerals quarries ridges ditches fairs markets ways passages waters watercourses liberties privileges profits caruages commodities advantages annuities and appurtenances whatsoever to the said pieces or parcels of Land and other hereditaments thereby granted and released or otherwise assured or expressed to be belonging or in any wise appertaining or with the same or any part thereof now or hereafter claimed and used occupied or enjoyed or accepted reputed deemed taken or enjoyed as part parcel or member thereof or appurtenant thereto (except out of the Grant and Release herebefore expressed to be thereby made and received unto the said John Charles Earl Spencer his heirs and assigns owners and owners for the time being of the Capital Mesnage or Manour House called Wimbeldon Park House and the Tenants or Occupiers for the time being of the same Mesnage or Manour House and his and their respective heirs Executors Administrators and assigns the free and uninterrupted use and enjoyment thereof until the twenty fifth day of January one thousand eight hundred and forty eight as and for a footway horseway and carriage way but not as or for a Driveway and next use and enjoyment to be in common with the said John Augustus Beaumont his heirs or assigns of the Carriage Road leading from Wimbeldon West Gate at the Entrance Lodge there now or hereafter commonly called the Capital Mesnage or Manour House so far as that Road lies within the boundaries of the said Land and hereditaments thereby granted and released or otherwise assured or intended to be and so far only and next Entrance Lodge with the Gate there and next Road within the said limits aforesaid to be during the time last aforesaid maintained upreared and kept in repair by and at the charge of the said John Augustus Beaumont his heirs or assigns) And the reversion and remainders and remainders issues and other rents issues and profits of the hereditaments and Premises thereby granted and released or otherwise assured or intended to be and all the estate right title interest property possibility benefit advantage claim and demand whatsoever both at Law and in Equity of them the said John Charles Earl Spencer in to out of or upon the same hereditaments and Premises or any and every part thereof

To have and to hold the said pieces or parcels of Land hereditaments and Premises thereby granted and released or otherwise assured or intended to be unto the said John Augustus Beaumont his heirs and assigns for ever To the said John Augustus Beaumont his heirs and assigns for ever **And** the said John Charles Earl Spencer doth hereby for himself his heirs Executors and administrators covenant agree and promise with and to the said John Augustus Beaumont his heirs and assigns in manner following (that is to say) that notwithstanding any art or thing whatsoever by him the said John Charles Earl Spencer or by any of his Executors or Testators done committed or willingly suffered to the contrary the said John Charles Earl Spencer now being in himself good right full power and lawful authority to grant release and convey the hereditaments and Premises thereby granted and released or intended to be unto and to the use of the said John Augustus Beaumont his heirs and assigns for ever in manner aforesaid according to the true intent of these presents And that notwithstanding any such art or thing as aforesaid it shall be lawful for the said John Augustus Beaumont his heirs and assigns hereafter and from time to time and at all times hereafter peaceably and quietly to enter upon hold occupy and enjoy the said hereditaments and Premises thereby granted or intended to be and to receive and take to and for his and their own use the rent and profits thereof without any let hindrance disturbance or interruption whatsoever of them or by the said John Charles Earl Spencer or his heirs or any other person or persons whatsoever lawfully or equitably claiming or to claim by from through under or in trust for him or them or any of his Executors or Testators And that free and clear and freely and clearly exonerated and discharged otherwise by the said John Charles Earl Spencer his heirs Executors administrators or assigns at his and their own expense well and sufficiently saved defended kept harmless and indemnified from and against all and all manner of estate right title interest possibility troubles liens charges debts and incumbrances whatsoever then already or to be hereafter had made ordained or suffered by the said John Charles Earl Spencer or his heirs or by any other person or persons lawfully or equitably claiming or to claim by from through under or in trust for him or them or any of his Executors or Testators or by his heirs or any of their acts means defaults privities or promissures And further that the said John Charles Earl Spencer and his heirs and every other person now or hereafter having or lawfully or equitably claiming any estate right title interest charge or interest whatsoever in to or out of the said hereditaments and Premises thereby granted or intended to be or any of them or any part thereof by from through under or in trust for him or them or by and at the charge of the said John Augustus Beaumont his heirs or assigns make do acknowledge and execute or cause and promise to be made done acknowledged and executed all such further and other lawful and reasonable acts deeds and assurances in the Law whatsoever for the further better more perfectly and absolutely or satisfactorily granting releasing confirming aforesaid and according to the true intent of these presents As by the said John Augustus Beaumont his heirs or assigns or his or their Counsel in the Law shall be reasonably devised or advised and required and shall be tendered to be made done and executed **And this Indenture also witnesseth** that in consideration of the Consideration herebefore contained the said John Augustus Beaumont for himself his heirs Executors administrators and assigns doth hereby covenant and agree with the said John Charles Earl Spencer his heirs and assigns that the said John Augustus Beaumont his heirs or assigns will and shall at his and their own expense on or before the

same day of next coming the day of the date of these presents fence off and divide all parts of the said Land thereby granted and released or otherwise assured or intended to be as it situate within what now is or heretofore was or was called Wimbeldon Park from the remainder and retained by the said John Charles Earl Spencer of the same Park by a good and sufficient fence and from time to time and at all times hereafter at the expense of the said John Augustus Beaumont his heirs or assigns keep the same Land well and sufficiently fenced off and divided from the remainder of the same Park And also that the said John Augustus Beaumont his heirs or assigns will and shall at his or their own expense until the said twenty fifth day of January one thousand eight hundred and forty eight keep the Road the use and enjoyment whereof is herebefore excepted and received as aforesaid in good and sufficient repair and the said Entrance Lodge to that Road and the said Gate there well and sufficiently maintained and upreared **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written -

John Augustus Beaumont

Dated 12th August 1843

The Right Honble The
Earl Spencer

Counterpart
Convergence in fee of
part of Wimbledon Park and of
Lands in Gloucester's lots in
Wandsworth Comm. Survey -

of A. Beaumont Esq.



By the said
Henry Beaumont
Witness my hand and seal
this 12th day of August 1843