

Dated 23rd February 1904

Lord Dysart &
others

to

The Corporation of
Kingston-upon-Thames

Conveyance

of lands in the parish of
Ham in the county of
Surrey

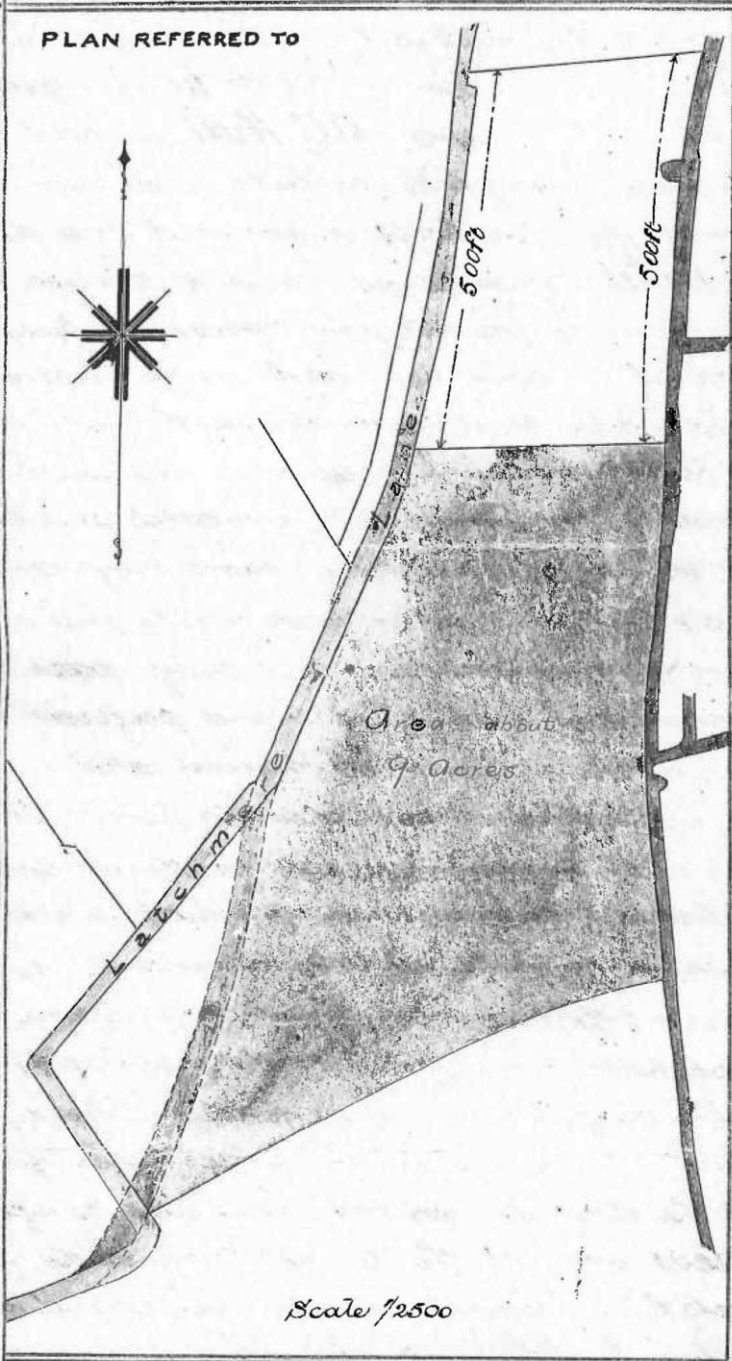


This Indenture


made the
Twenty Third day of February One thousand nine
hundred and four Between The Right Honourable
Sir William John Manners Earl of Dysart (hereinafter
called "Lord Dysart") of the first part Charles Edmund
Webber of No. 17 Egeston Gardens South Kensington in the

County of London a
Major-General on the
Retired List in His
Majesty's Army and
Companion of the
Most Honourable Order
of the Bath George
Journey Biddulph
of No. 43 Charing Cross
in the City of Westminster
Banker and The
Honourable Stanhope
Tollemache of North
Leigh Spwick in the
County of Suffolk
(hereinafter called "the
Trustees") of the second
part and The
Mayor Aldermen
and Burgesses of the
Borough of Kingston
upon Thames in the
County of Surrey
(hereinafter called "the
Corporation") of the third
part Whereas this
Indenture of Conveyance
is entered into by the
parties hereto pursuant

PLAN REFERRED TO



to the Richmond Petersham and Ham. Open Spaces Act 1902
And whereas the piece of land hereby conveyed or
intended so to be is the piece of land by virtue of the said



Act vested in the Corporation and the reservations herein contained are the reservations for the protection of Lord Dysart and the owners for the time being of the Estates referred to in the said Act as the Dysart Estates as are provided for by the Agreement set forth in Part Three of the Schedule referred to in the said Act and in such Schedule referred to as the Hingston upon Thames Agreement **Now this Indenture witnesseth** that pursuant to the said Act and in consideration of the premises Lord Dysart as Trustee **Doth hereby grant and convey** unto the Corporation **All that** freehold land ~~now~~ comprising nine acres or thereabouts be the same more or less and shewn on the plan hereunto annexed and thereon coloured pink **To hold** the same unto and to the use of the Corporation their successors and assigns subject to the reservations and provisions set forth in the first Schedule hereto **And** the Corporation hereby covenant with Lord Dysart with intent that the reservations hereinafter contained may so far as possible bind the premises hereby conveyed and every part thereof into whosoever hands the same may come and may ensure for the benefit of the owner or owners and occupiers for the time being of the Dysart Estates and every part thereof and that they the Corporation will observe and perform the several stipulations on their part to be observed and performed and contained in the said First Schedule hereto **And** Lord Dysart as to the first document firstly set forth in the Second Schedule hereto (the possession of which is retained by him) and the Trustees as to all the other documents set forth in the same Schedule (the possession of which is retained by them) hereby respectively acknowledge the right of the Corporation to production of the ^{same} documents and to delivery of copies thereof and Lord Dysart hereby undertakes for the safe custody of the document in his possession as aforesaid **In witness** whereof the parties hereto of the first and second parts have hereunto set their hands and seals and the Corporation have hereunto affixed their corporate Seal the day and year first above written.

The First Schedule above referred to.

1. There shall be reserved to Lord Dysart and his successors

in title the owners for the time being of the Dysart Estates or any part thereof his and their assigns (1) the free and uninterrupted access of light and air at all times over the said piece of land and every part thereof to the buildings of whatsoever height and in whatsoever position which shall for the time being be erected or standing on the Dysart Estates or any part thereof and to all windows and openings which may from time to time and at any time exist in such buildings (2) all such rights of passage of water drainage and soil in respect of the said piece of land as are or may be necessary or convenient for the purpose of developing any portion of the Dysart Estates and in particular the right of constructing across the said lands in such direction as shall be agreed upon between the parties hereto and in such manner as shall not permanently injure or interfere with the use of the said land a drain from any land of Lord Dysart adjoining the said land to the Latchmere Brook shown upon the said plan.

2. The Corporation shall at all times retain and preserve the said piece of land as a cricket and athletic ground or other place of exercise and recreation for the use of the inhabitants of the said Borough and other persons in conjunction with such inhabitants authorised by the Corporation and subject to the reservations mentioned in this Schedule and under such conditions and regulations as the Corporation may from time to time prescribe and the Corporation shall not suffer any building to be erected thereon or on any part thereof except a pavilion or such other building or buildings as may conduce to the more convenient user of the said piece of land as aforesaid and subject as aforesaid shall not permit any act or thing to be done upon the said piece of land or upon any part thereof which shall or may be or become a nuisance damage or injury to Lord Dysart or the owners or occupiers for the time being of any portion of the Dysart Estates.

The Second Schedule above referred to

30th August 1883. Indenture of this date made between Charles Henry Markin, William Eustace Revell and Peter Paget of the first part William Hazlitt of the second part Frederick Ales Hantkey of the third part Solomon

Speyer of the fourth part The Honourable Frederick James Tollemache and the Honourable Algernon Gray Tollemache and the Right Honourable Charles Douglas Richard Baron Sudeley of the fifth part.

11th March 1889.

Indenture of this date made between the Honourable Algernon Gray Tollemache and the Right Honourable Charles Douglas Richard Baron Sudeley of the one part and Mr Charles Edmund Webber of the other part.

18th November 1891.

Indenture of this date made between Algernon Gray Tollemache of the one part and Baron Sudeley and Charles Edmund Webber of the other part.

30th November 1892.

Indenture of this date made between Lord ^{Sudeley} ~~Sudeley~~ and Charles Edmund Webber of the one part and George Jounay Biddulph of the other part.

28th December 1893.

Indenture of this date made between Lord Sudeley of the one part and Charles Edmund Webber and George Jounay Biddulph of the other part.

14th April 1896.

Indenture of this date made between Charles Edmund Webber and George Jounay Biddulph of the one part and Stanhope Tollemache of the other part.

Edmund

Ch. E. Webber

G. J. Biddulph

Stanhope Tollemache

