

Preston Parish

Parish of Preston



PRESTON BOUNDARY ROAD

Bear

PRESTON BOUNDARY ROAD

5<sup>th</sup> Portion  
TRK  
4 R P  
7.1.11

TRK  
4 R P  
3.1.35

L.W. N.K.  
12.2.11.15

L.W. N.K.  
11.1.25

6<sup>th</sup> Portion  
TRK  
A R P  
28 0 23

4<sup>th</sup> Portion  
TRK  
15.0.15

2<sup>d</sup> Portion  
T.R.K.  
22 0 28

First Portion  
R. H. A. R. P.  
1. 42 2 95

T.A. P.M.  
ARD ARD  
10.23.16.3.8

7<sup>th</sup> Portion  
C. S. D.  
A R P  
82 3 21

RACE  
GROUND  
A R P  
105 0 30

Hand

9<sup>th</sup> Portion  
TRK  
5 3 0

3<sup>d</sup> Portion  
TRK  
4 3 30

11<sup>th</sup> Portion 2<sup>d</sup> Parcel  
N.K.  
21.2.4

11<sup>th</sup> Portion 1<sup>st</sup> Parcel  
L.W.  
6.2.18

Part of the 11<sup>th</sup> Portion  
T. R. K.  
7 3 13

10<sup>th</sup> Portion  
T. R. K.  
9 0 10

8<sup>th</sup> Portion  
T. R. K.  
12.1.5

HILLY  
LAINE

EAST  
LAINE

dean parish  
5150

Black Rock Farm of T.R. Kemp Esq

to Rottingdean

Cricket Ground  
Lower Road  
Ditcheling Road  
North Buffs  
Prospect Rd

Richmond Arms  
Richmond Green  
North Enclosure  
North Enclosure

Church Street  
Edward Street  
St James Street

Marine Parade

S E A

Parish of Preston

Parish of Presto



6<sup>th</sup> Portion  
T. R. K.  
28. 8. 23.

7<sup>th</sup> Portion  
C. S. D.  
A. R. P.  
82. 3. 21

RACE  
GROUNDS  
A. R. P.  
105. 0. 30

9<sup>th</sup> Portion  
T. R. K.  
5. 3. 0

3<sup>rd</sup> Portion  
T. R. K.  
4. 3. 30

First Portion  
R. K.  
42. 2. 33

11<sup>th</sup> Portion 2<sup>d</sup> Parcel  
N. K.  
21. 2. 4

11<sup>th</sup> Portion 1<sup>st</sup> Parcel  
I. W.  
6. 2. 18

Part of the 11<sup>th</sup> Portion  
T. R. K.  
71. 3. 13

10<sup>th</sup> Portion  
T. R. K.  
90. 8. 10

8<sup>th</sup> Portion  
T. R. K.  
12. 1. 5

HILLY  
LAINE

EAST  
LAINE

SEA

Nottingham

*Fair Copy*  
*Abstract of Bargain and Sale to Mr. George*  
*Hoper of the Tenantry Down in Brighton Intend*  
*to convey to the respective proprietors the respective*  
*shares allotted to them on the division thereof.*

**This Indenture**

made the seventeenth day of April, in the Third Year of the Reign of our Sovereign Lord King George the Fourth, and in the year of our Lord, One Thousand, Eight Hundred, and Twenty-two, **Between** THOMAS READ KEMP, of Brighthelmston, in the County of Sussex, Esquire, and FRANCES, his Wife, of the First Part; CHARLES SCRASE DICKINS, the Elder, of West-Stoke House, in the said County, Esquire, and ELIZABETH, his Wife, and CHARLES SCRASE DICKINS, the Younger, of West-Stoke House, aforesaid, Esquire, of the Second Part; JOHN WHICHELO, of the City of Bristol, Esquire, of the Third Part; NATHANIEL KEMP, of Oringdean, in the said County, Esquire, of the Fourth Part; PHILIP MIGHELL, of Brighthelmston aforesaid, Esquire, of the Fifth Part; THOMAS ATTREE, of Brighthelmston aforesaid, Esquire, of the Sixth Part; ISAAC TREE RICH, of Brighthelmston aforesaid, Gentleman, and MARY, his Wife, of the Seventh Part; and GEORGE HOPER, of Lewes, in the said County, Gentleman, of the Eighth Part:

Whereas there is within the Parish of Brighthelmston, in the County of Sussex, a certain large Tract or Piece of uninclosed Land, commonly called or known by the name of the Eastern or Tenantry Down, containing six hundred and thirty-two acres, or thereabouts (whereof about two hundred and thirty-two acres have been cultivated, and about four hundred acres are still sheep-down) which is delineated in the Map annexed to these Presents; and there are also within the same Parish, a Piece of inclosed Land, called The Old Steine, containing two acres, or thereabouts, formerly part of the said Down; and two other Pieces of inclosed Land, called the North Inclosures, containing together, five acres, or thereabouts, also formerly part of the said Down; which three several Pieces of Land are also delineated in the said Map; And there are within the Tenantry Laines in the same Parish, six Parcels of uninclosed Land, hereinafter particularly described.

And whereas the said Thomas Read Kemp, Charles Scrase Dickins the elder, and Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, are in exclusion of all other Persons, seized or entitled, as tenants in common, in fee simple, of or to the soil of the said Down, and Pieces or Parcels of Land hereinbefore mentioned or referred to; And also of and to the right of Common or Pasturage, in, over, or upon the said Down and Lands (except so far as such right hath been relinquished with respect to the said North Inclosures) in such shares and proportions as (in case the said Soil and right of Pasturage were divided into five hundred and forty-four shares) are hereinafter mentioned, (that is to say) the said Thomas Read Kemp, is seized of, or entitled to, three hundred and thirty-five of such shares; the said Charles Scrase Dickins the elder, and Charles Scrase Dickins the younger, are seized of, or entitled to eighty-three of such shares, and one quarter of another of such shares, as tenants in common between themselves; the said John Whichelo is seized of, or entitled to fifty of such shares, and one quarter of another of such shares; the said Nathaniel Kemp is seized of, or entitled to forty-one of such shares; the said Philip Mighell is seized of, or entitled to twenty of such shares; the said Thomas Attree is seized of, or entitled to eight of such shares, and one half of another of such shares; and the said Isaac Tree Rich is seized of, or entitled to six (being the remainder) of such shares.

And whereas the said Piece of Land called the Old Steine, has, for many years, been appropriated to the use of the Inhabitants and Visitors of the Town of Brighthelmston, as a public Promenade, and the said two Pieces of Land called the North Inclosures, have within a few years past, been inclosed as Pleasure Grounds, at the expence, and for the use and benefit of the Proprietors of Houses in the neighbourhood, with the consent of the persons entitled to the soil, and right of pasturage thereof, as aforesaid, to whom a pecuniary compensation for the abridgement of their right of Pasturage, occasioned by such inclosure, was made by the Proprietors of such Houses; And whereas the Piece of Land containing one hundred and

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see last

five acres, and three perches, or thereabouts, part of the said Down (but of which a small portion at the eastern side thereof, containing six acres, or thereabouts, is now cultivated with the plough) has for some years been used by the Inhabitants and Visitors of the town of Brighthelmston, and others, as a Race Ground, and for purposes of exercise and diversion; And the Piece of Land containing ten acres, or thereabouts (being also part of the said Down) and described in the said Map, as "The Cricket Ground" has been suffered by the said proprietors thereof, to be occasionally used by the said Inhabitants and Visitors as a Cricket Ground, and for other pedestrian exercise and diversion, and the parties hereto interested therein as aforesaid, are desirous of appropriating the said Piece of Land for those purposes: And whereas the Piece of Land, containing about three acres (being also part of the said Down, and described in the said Map, as "Richmond Green," is well adapted for a Pleasure Ground, for the convenience of the Inhabitants of the said Town of Brighthelmston, and for the scite of a Church or Chapel (in case of the Parish Church).

And whereas it was lately agreed between the parties to these Presents, so interested as aforesaid, as well for their mutual benefit, as with a view to the improvement of the said Town of Brighthelmston, and the accommodation of the Inhabitants and Visitors thereof, that the said Pieces of Land, called respectively, the Old Steine, and the North Inclosures; and also the said Pieces of Land, called the Cricket Ground and Richmond Green, should be vested in the said Thomas Read Kemp, in Fee Simple, free from all the aforesaid rights of Pasturage thereon, upon certain Trusts, for the benefit of the Inhabitants and Visitors of Brighthelmston, or for the improvement of that Town. And it was further agreed, that the said Race Ground should also be vested in the said Thomas Read Kemp, in Fee Simple, or otherwise conveyed, as he should direct, free from all the rights of Soil and Pasturage, or other Rights therein or thereto, of the other parties hereto interested therein as aforesaid, on condition that such part thereof as is now uncultivated, should never be broken up or subdivided, and that the Inhabitants and Visitors of the Town of Brighthelmston, and the Public in general, should have the use of it for the purpose of racing, and other purposes of exercise and diversion as heretofore, and should also have the use of the Race Stand, and other buildings thereon, as heretofore (subject nevertheless to such regulations as are hereinafter referred to) but that the said Thomas Read Kemp, his Heirs, and Assigns, should have the full and exclusive right to depasture the same Piece of Land with sheep and other cattle, and that he should pay into the hands of the said George Horen, as Trustee for the purposes hereinafter mentioned, the sum of seven hundred and eighty-nine pounds, being the sum at which the said right of Pasturage, including the present right of the said Thomas Read Kemp has been valued. And it was further agreed that the residue of the said Down (after deducting the said Race Ground, and the said two Pieces of Land, called the Cricket Ground and Richmond Green, and exclusive of one rood of Land, or thereabouts, lying at the North-western side of Islingword Furlong, and exclusive also of a small triangular Piece of uninclosed Land, bounded westward by Land of the said Nathaniel Kemp, at the east end of the Third Furlong, in the North Laine, in Brighthelmston aforesaid) should be divided into eleven distinct portions, intersected by such Roads (exclusive of the present Turnpike and Parish Roads) as are set out on the said Map, and are hereinafter mentioned (that is to say) the Race Course road, seventy feet wide; the Hilly Laine road, fifty feet wide; the Union road, fifty feet wide; the Preston Boundary road, thirty feet wide; the Black Rock road, forty feet wide; the Headland road, thirty feet wide; the East Laine road, sixty feet wide; the White Hawk road, thirty feet wide; the Islingword road, forty feet wide; the Cross road, thirty feet wide; and the Prospect road, sixty feet wide; and that the said portions should be subdivided by lot amongst the parties interested as aforesaid, according to their respective rights of pasturage upon or over the same. And it was further agreed, that the soil of all the roads marked on the said Map (except the said Turnpike and Parish Roads) should be vested in the said Thomas Read Kemp, in Fee Simple, subject to a general right of way over the same, to be given or reserved to the other parties hereto so interested as aforesaid, and their respective Heirs and Assigns, and also to the Public as after mentioned. And it was further agreed, that the said one rood of Land lying at the North-western side of Islingword Furlong, should be vested in the said Thomas Read Kemp, in Fee Simple, or otherwise conveyed, as he should direct, to the intent that he might by means of an exchange thereof, for part of the Land belonging to Henry Brooker, Gentleman, be enabled to make a more convenient approach to the Race-Ground, and that the said triangular piece of Land, bounded westward by Land belonging to the said Nathaniel Kemp, in the third Furlong in the North Tenantry Laine should be conveyed to, and vested in, the said Nathaniel Kemp, as purchaser thereof, discharged from the rights and interests of the other parties interested therein as aforesaid, and that he should pay to the said GEORGE HOREN, as Trustee, as aforesaid, as a consideration for the same, the sum of Two Hundred Pounds, being the sum at which the said last mentioned piece of Land, including the right and interest of the

said Nathaniel Kemp therein has been valued ; And as to the said six parcels of Land in the Tenantry Laines, it was agreed that the parcel of Land, (being one of the said six parcels) called the Shepherd's Acre, in Shepherd's Acre Furlong, and which heads all the Pieces in that Furlong, should be vested in the said Thomas Read Kemp, in Fee Simple, or otherwise conveyed as he should direct, Upon the Trusts hereinafter expressed concerning the same. And that the said five other parcels of Land, in the Tenantry Laines, should be conveyed to, and vested in the said Thomas Read Kemp as purchaser thereof, or otherwise conveyed as he should direct, discharged of the rights and interests of the other parties interested therein as aforesaid ; and that he should pay to the said George Hoper, as Trustee, as aforesaid, as the consideration for the same, the sum of two hundred and thirty Pounds, being the sum at which the same several last mentioned parcels of Land, including the right and interest of the said Thomas Read Kemp therein, have been valued ; And it was agreed that the said two several sums to be paid by the said Thomas Read Kemp, and the said sum to be paid by the said Nathaniel Kemp, as aforesaid, and also the said compensation so paid as aforesaid by the proprietors of houses contiguous to the said North Inclosures, should be applied in or towards discharge of the costs and expences of making and carrying into effect the partition so agreed to be made as aforesaid, and the several other arrangements connected therewith, and that the surplus, if any, should be paid rateably to the persons interested as aforesaid, according to their respective rights in the pasturage of the said Down ; And whereas the said Thomas Read Kemp hath paid the aforesaid sums of seven hundred and eighty-nine pounds, and two hundred and thirty pounds, and the said Nathaniel Kemp hath paid the aforesaid sum of two hundred pounds, pursuant to the said recited agreements in that behalf, unto the said George Hoper, as is hereby acknowledged, and the *ad valorem* stamps in respect of such consideration monies, are intended to be affixed to the conveyances hereinafter directed to be made to the said Thomas Read Kemp and Nathaniel Kemp respectively.

And whereas in pursuance of the said recited agreement in this behalf, a division and allotment hath been made of the said residue of the said Down amongst the said Thomas Read Kemp, and the said several other persons interested as aforesaid, and by means of such division and allotment, the said Thomas Read Kemp, and the said other persons so interested as aforesaid, are now respectively entitled in severalty to such portions or shares of the said residue of the said Down as are hereinafter directed to be conveyed to them respectively, or as they shall respectively direct. And whereas the said several Parties hereto so interested as aforesaid, being desirous that the shares of the said Down, to which they have so become entitled in severalty as aforesaid, should be respectively conveyed to the several Uses hereinafter directed to be limited and declared concerning the same respectively ; and that the said several Pieces of Land of which no division hath been made, should also be conveyed to the several Uses, and upon the several Trusts hereinafter directed to be limited and declared, concerning the same respectively : and it was in order to effect such desire, agreed that the Fee Simple and Inheritance thereof, should be legally vested in the said George Hoper, to the intent that he or his Heirs, might, by proper conveyances and assurances in the Law, and by the direction of all necessary or proper parties, convey and assure the said several Hereditaments, to, for, and upon such Uses, Trusts, Intents, and Purposes, and in such manner as are and is hereinafter more particularly expressed concerning the same respectively.

**Now this Indenture witnesseth** that in pursuance of the said recited Agreements, and in consideration of the Premises, and of the sum of Ten Shillings of lawful English Money to each of them the said Thomas Read Kemp, Charles Scrase Dickins the elder, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, in hand, paid by the said George Hoper, at or before the execution of these Presents (the receipts whereof are hereby acknowledged) They the said Thomas Read Kemp, Charles Scrase Dickins the elder, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, (according to their respective shares, rights, and interests, of, and in, the Pieces or Parcels of Land and Hereditaments hereby bargained and sold, or intended so to be, and not further or otherwise) **Have**, and every of them **Have** granted, bargained, sold, and confirmed, and by these Presents **Do**, and every of them **Doth**, grant, bargain, sell, and confirm, unto the said George Hoper, his Heirs and Assigns, All that Down, or large Tract or Piece of uninclosed Land, situate within the parish of Brighthelmston, in the county of Sussex, commonly called or known by the name of the Eastern or Tenantry Down, containing, by admeasurement, exclusively of the Turnpike and other Roads, marked on the said Map as intersecting the same, six hundred, and thirty-two acres (be the same more or less) which Down is particularly delineated or described in the Map

annexed to these Presents, <sup>14</sup> And also all that Piece of Land, situate in the Parish of Brighthelmston aforesaid, commonly called or known by the name of The Old Steine, containing two acres, be the same more or less, formerly part of the said Down. And also all those two other Pieces of Land, situate in the said Parish of Brighthelmston, commonly called or known by the names of The North Inclosures, containing together, by admeasurement, five acres, be the same more or less, also formerly part of the said Down; which three last mentioned Pieces of Land are also particularly delineated or described in the said Map. And also all those six several Parcels of uninclosed Land, situate within the Tenantry Laines, in the said Parish of Brighthelmston, and respectively called or known by the several names or descriptions, and containing by estimation the several quantities (be the same more or less) following; (that is to say) The Green Bank, near the upper end of the Third Furlong, in the East Laine, containing thirty four perches: The Green Bank, adjoining to the North-western part of the Fifth Furlong, in the North Laine, and Land belonging thereto, containing one acre, three roods, and eight perches; The Green Bank, adjoining the upper parts of the Third, Fourth, and Fifth Furlongs, in the North Laine, containing one acre, two roods, and eight perches; The Shepherd's Acre, at the Western side of the Third Furlong, in the North Laine; The Shepherd's Acre, at the Northern side of the Combe Furlong, in the East Laine; and the Shepherd's Acre, at the North of the Shepherd's Acre Furlong, in the Hilly Laine, together with the Race Stand, now being in or upon the said Piece of Land hereinbefore referred to, called The Race Ground, and all other erections and buildings, and all ways, waters, watercourses, ditches, drains, mines, delfs, quarries, trees, hedges, fences, liberties, easements, privileges, advantages, and appurtenances whatsoever, to the same Down, Pieces or Parcels of Land, and other the Premises hereinbefore bargained and sold, or intended so to be, or any of them, or any part thereof, belonging or appertaining, or usually held, occupied, or enjoyed therewith, or with any of them, or reputed to be part, parcel, or member thereof, or of any part thereof; And the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof; And all the estate, right, title, interest, use, trust, possession, property, claim, and demand whatsoever, both at Law and in Equity, of them the said Thomas Read Kemp, Charles Scrase Dickins the elder, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, respectively, of, in, to, or out of, the same Premises, every or any Part or Parcel thereof;

To have and to hold the said Down, and several Pieces or Parcels of Land hereinbefore described, and all and singular other the Hereditaments and Premises hereby bargained and sold, or intended so to be, with their respective rights, members, and appurtenances, unto, and to the use of the said George Hoper, his Heirs, and Assigns for ever;

Upon the Trusts hereinafter expressed, of or concerning the same respectively, (that is to say)

As for and concerning the said Piece of Land called The Old Steine, and the said two other Pieces of Land called the North Inclosures; And also as for and concerning the Piece of Land hereinbefore referred to, containing ten acres or thereabouts (being part of the said Down) bounded Northward by the Union Road, Southward by the Prospect Road, Eastward by the Lewes Turnpike Road, and Westward by the Ditcheling Turnpike Road, which Piece of Land is described in the said Map as The Cricket Ground; And also the Piece of Land hereinbefore referred to, containing three acres or thereabouts (being also part of the said Down) bounded Northward by the Prospect Road, Eastward by the Lewes Turnpike Road, Westward by the London Turnpike Road, and Southward by the Point at which both the said Turnpike Roads unite, and which Piece of Land is described in the said Map as Richmond Green,

Upon Trust to convey and assure the same, with the appurtenances, unto, and to the use of the said Thomas Read Kemp, his Heirs, and Assigns, Upon such Trusts, for the benefit of the Inhabitants and Visitors of the Town of Brighthelmston, and for the improvement of the said Town, as in and by an Indenture of Bargain and Sale, already prepared, and intended to be made between the said George Hoper of the first part, the said Thomas Read Kemp, Charles Scrase Dickins the elder, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, of the second part, and the said Thomas Read Kemp, of the third part, and intended to be enrolled in the High Court of Chancery, are or shall be expressed or declared of or concerning the same several Hereditaments and Premises respectively.

And as for and concerning all that the before-mentioned Piece of Land called The Race Ground, containing one hundred and five acres and thirty perches (be the same more or less) being part of the said Down, together with the Race Stand,

No quantity revised?

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and other Buildings thereon, which Piece of Land lies at the North-eastern extremity of the said Down, and is bounded Northward partly by the parish of Preston, and partly by the parish of Ovingdean; Southward by the Pieces of Land hereinafter described, containing ninety acres and ten perches; Eastward by the parish of Ovingdean; and Westward, partly by the Piece of Land hereinafter described, containing eighty-two acres, three roods, and twenty-one perches, and partly by the Piece of Land hereinafter described, containing seventy-one acres, three roods, and thirteen perches. And also as for and concerning all those several strips or parcels of Land, being parts of the said Down, and which have been lately set out for Roads, and are described in the said Map, as the Race Course Road, the Hilly Laine Road, the Union Road, the Preston Boundary Road, the Black Rock Road, the Headland Road, the East Laine Road, the White Hawk Road, the Islingword Road, the Cross Road, and the Prospect Road,

Upon Trust to convey and assure the said Race Ground, with the Buildings thereon; and also the said other Pieces or Parcels of Land, with the appurtenances, unto, and to the use of the said Thomas Read Kemp, his Heirs, and Assigns, or as he or they shall direct; Subject, nevertheless, to general rights of way over the said Roads, intended to be reserved or granted to the said Charles Scrase Dickins the elder, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich respectively, and their respective Heirs and Assigns, he the said Thomas Read Kemp, entering into a covenant with the said Charles Scrase Dickins the elder, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, and Thomas Attree, their Executors, Administrators, and Assigns, that he the said Thomas Read Kemp, his Heirs and Assigns, shall and will for ever thereafter, permit and suffer the Inhabitants and Visitors of Brighthelmston, and the Public in general, to use and enjoy the said Race-Ground, for the purposes of racing, or of exercise, or other diversion, and to use the Stand and other Buildings on the said Race-Ground, and to use and enjoy general right of way, in, over, and upon the said several Roads, so set out as aforesaid, and hereinbefore mentioned, su to such orders and regulations as the Trustees or Managers for the time being, of the Lands agreed to be exclusively appropriated for the benefit of the Inhabitants and Visitors of Brighthelmston as aforesaid, or the majority of them, with the concurrence of the Lords for the time being, of the Manor or Manors of Brighthelmston, and of the Manor of Atlingworth, if adult and competent to act, and of the Vicar for the time being of the Parish of Brighthelmston, if resident in that parish, but if not, then as such Trustees solely, or the majority of them shall from time to time devise and ordain. And also entering into a covenant that he, his Heirs or Assigns, shall not at any time thereafter break up, convert into tillage, or divide the said Race Ground, and that he, his Heirs, or Assigns, shall, when required by such persons as last aforesaid, lay down in grass the portion at the Eastern side thereof, containing six acres or thereabouts, now cultivated with the plough, or any part thereof, and shall not at any time thereafter, again break up and convert into tillage the said portion, containing six acres, or so much thereof as shall have been so laid down in grass.

And as for and concerning all that Parcel of uninclosed Land, part of the said Down, containing one rood or thereabouts, situate at the North-western side of Islingword Furlong, and now lying open to the Lewes Turnpike Road, and which is delineated in the said Map; And also all those the said six several Parcels of Land, situate within the Tenantry Laines, of Brighthelmston aforesaid (that is to say) The Green Bank, near the upper end of the Third Furlong, in the East Laine, containing thirty-four perches; The Green Bank, adjoining to the North-western part of the Fifth Furlong, in the North Laine, and Land belonging thereto, containing one acre, three roods, and eight perches; The Green Bank, adjoining the upper parts of the third, fourth, and fifth Furlongs, in the North Laine, containing one acre, two roods, and eight perches; The Shepherd's Acre, at the Western side of the Third Furlong, in the North Laine: The Shepherd's Acre, at the Northern side of the Combe Furlong, in the East Laine; and the Shepherd's Acre, at the North of the Shepherd's Acre Furlong, in the Hilly Laine,

Upon Trust to convey and assure the same several Parcels of Land, with the appurtenances, unto, and to the use of the said Thomas Read Kemp, his Heirs, and Assigns, for ever, or as he or they shall direct; but, nevertheless, as to the said Parcel of Land, called Shepherd's Acre, in Shepherd's Acre Furlong, Upon Trust that he or they do and shall stand seized thereof, In Trust for the Proprietors, for the time being, of the several Pieces of Land in Shepherd's Acre Furlong, and their respective Heirs and Assigns, in order that the same Parcel of Land may, at the expence of such Proprietors, be added to and thenceforth form parts of the said Pieces of Land respectively, in that Furlong, so that the Proprietors of such Pieces of

Land respectively, may extend their respective Pieces to the road running between the same Furlong, and the Pieces of Land containing seventy one acres, three roods, and thirteen perches, hereinafter described, and may individually hold in severalty a part of the said Shepherd's Acre, proportionate to his Piece in the said last-mentioned Furlong, in lieu of his now existing right of Leakway or Headland over the whole of such acre, provided such Proprietors do, in consideration of such intended Benefits, release, or consent not to exercise such their respective rights of Leakway or Headland.

And as for and concerning all those several Pieces of Land hereinafter particularly described (that is to say) All that triangular Piece of Land, containing five acres and three roods, bounded Northward by the Shoreham Road, South-eastward by the Piece of Land containing two roods and eighteen perches, and South-westward by Ground adjoining the London Road. And all that other Piece of Land containing thirty-nine perches, adjoining North-westward to the said Piece of Land containing two roods and eighteen perches, and bounded South-eastward by the North Butts, Eastward by the Ditcheling Turnpike Road, and Westward by the said Ground adjoining the London Road. And all that other Piece of Land, containing four acres, three roods, and thirty perches, bounded Westward by the Ditcheling Turnpike Road, Northward partly by the Shoreham Road, and partly by the Piece of Land next hereinafter described, and Southward by the Union Road. And all that other triangular Piece of Land, containing twenty-two acres and twenty-eight perches, adjoining Southward on the Piece of Land last hereinbefore described, and bounded Eastward by the Lewes Turnpike Road, and Westward by the Shoreham Road. And all that other long Piece of Land, containing fifteen acres and fifteen perches, bounded South-eastward by the said Shoreham Road, and lying opposite to the Piece of Land last hereinbefore described, and bounded North-westward by the Piece of Land next hereinafter described, North-eastward by the Piece of Land containing one acre, two roods, and twenty-eight perches, hereinafter described, and South-westward by the said Ditcheling Turnpike Road. And all that other triangular Piece of Land, containing twenty-eight acres and twenty-three perches, adjoining South-eastward on the Piece of Land last hereinbefore described, and bounded Northward partly by the Piece of Land containing one acre and seventeen perches hereinafter described, and partly by the Piece of Land containing seven acres, one rood, and eleven perches, hereinafter described, and partly by the Piece of Land next hereinafter described, and Westward by the said Ditcheling Turnpike Road. And all that other Piece of Land containing three acres, one rood, and thirty-five perches, bounded Northward by the Preston Boundary Road; Southward by the Piece of Land last hereinbefore described, Eastward partly by the said Piece of Land containing one acre, two roods, and twenty-eight perches, and partly by the Piece of Land containing one acre, one rood, and eighteen perches, hereinafter described, and Westward by the said Piece of Land, containing seven acres, one rood, and eleven perches. And all those two other Pieces of Land separated from each other by the Race Course Road, and containing together forty-two acres, two roods, and thirty-five perches, bounded Northward by the Piece of Land hereinafter described, containing thirteen acres, three roods, and twenty perches, Southward by the Islingword Road, Eastward partly by the Piece of Land hereinafter described, containing ten acres and twenty three perches, and partly by the Piece of Land hereinafter described, containing sixteen acres, two roods, and twenty nine perches, and Westward by the Lewes Turnpike Road. And all that other Piece of Land intersected by the East Laine Road and the Cross Road, and containing seventy one acres, three roods, and thirteen perches, bounded North westward by the Hilly Laine Road, Southward by the Headland Road, and Eastward partly by the Race Ground, and partly by the Piece of Land containing ninety acres and ten perches hereinafter described. And all that other Piece of Land intersected by the White Hawk Road containing ninety acres and ten perches, bounded Northward by the said Race Ground, Westward partly by the Piece of Land last hereinbefore described, and partly by the Headland Road, Southward partly by the same Road, and partly by the Piece of Land containing twelve acres, one rood, and five perches hereinafter described, and partly by Black Rock Bottom, and Eastward partly by Ovingdean Parish, and partly by Black Rock Bottom. And all that Piece of Land containing twelve acres, one rood, and five perches, bounded Northward by the Piece of Land lastly hereinbefore described, Southward by the Black Rock Road, Eastward by the said Black Rock Bottom, and Westward by the White Hawk Road (all which Pieces of Land last hereinbefore described, contain together two hundred and ninety-six acres, two roods, and thirty three perches, or thereabouts, and are such parts of the said Down, so divided as aforesaid, as by virtue of the said division and allotment have become, or are intended to become the exclusive property of the said Thomas Read Kemp)

*Part of this Down  
into the North-East  
Corner of the Park.*



Upon Trust to convey and assure the same several Pieces or Parcels of Land, with the appurtenances, unto and to the use of the said Thomas Read Kemp, his Heirs and Assigns, or as he or they shall direct, in lieu of his undivided shares, rights, and interests in, to, or over the said Down and Lands, of which a partition hath been or is intended to be made.

And as for and concerning all that Piece of Land, containing eighty-two acres, three roods, and twenty-one perches, more or less, and bounded Northward by the Preston Boundary Road, Southward by the Race Course Road, Eastward by the Race Ground, and Westward by the Piece of Land hereinafter described, containing sixteen acres, three roods, and eight perches (being such part of the said Down as by virtue of the said division and allotment has become, or is intended to become the exclusive property of the said Charles Scrase Dickins the elder and Charles Scrase Dickins the younger,

Upon Trust to convey and assure the same Piece of Land with the appurtenances, and with a general Right of Way over the said several Roads so lately set out as aforesaid, and marked in the said Map, unto, and to the use of the said Charles Scrase Dickins the elder and Charles Scrase Dickins the younger, and their respective Heirs and Assigns, for ever, or as they shall direct, in lieu of their undivided shares, rights, and interests, in, to, or over, the said Down and Lands, of which a partition hath been, or is intended to be made.

And as for and concerning all those several Pieces of Land hereinafter particularly described (that is to say) All that Piece of Land, containing two roods and eighteen perches, bounded Northward by the said Piece of Land, containing five acres and three roods, and Southward by the said Piece of Land, containing thirty-nine perches, hereinbefore severally described, Eastward by the Ditcheling Turnpike Road, and Westward by the said Ground adjoining the London Road. And all that other Piece of Land containing one acre and seventeen perches, bounded Northward by the Preston Boundary Road, Southward by a Piece of Land containing twenty-eight acres and twenty-three perches, Eastward by a Piece of Land containing seven acres, one rood, and eleven perches, and Westward by the Ditcheling Turnpike Road. And all that other Piece of Land containing one acre, two roods, and twenty-eight perches, bounded Northward by the beforementioned Piece of Land, containing one acre, one rood, and eighteen perches, Eastward partly by the Lewes Turnpike Road, and partly by the said Shoreham Road, Southward by the said Piece of Land containing fifteen acres and fifteen perches, and Westward by the said Piece of Land containing three acres, one rood, and thirty-five perches hereinbefore severally described. And all that other Piece of Land containing eleven acres, one rood, and twenty-five perches, bounded Northward by the Preston Boundary Road, Southward by the said Piece of Land containing thirteen acres, three roods, and twenty perches, hereinafter described, Eastward by the said Piece of Land containing ten acres and twenty three perches hereinafter described, and Westward by the Lewes Turnpike Road. And all that other Piece of Land containing sixteen acres, two roods, and twenty-nine perches, bounded Northward by the Race Course Road, Southward partly by the Islingword Road, and partly by the Hilly Laine Road, Eastward by the Piece of Land hereinafter described, containing twenty-one acres, two roods, and four perches, and Westward by the Piece of Land containing forty-two acres, two roods, and thirty-five perches, hereinbefore described. And all that other Piece of Land containing six acres, two roods, and eighteen perches, situate opposite to the Piece of Land last hereinbefore described, bounded Northward by the Islingword Road, Eastward by the Hilly Laine Road, and Southward and Westward by the Headland Road (All which several Pieces of Land last hereinbefore described contain together thirty-eight acres and fifteen perches, be the same more or less, and are such parts of the said Down as by virtue of the said Division and Allotment have become, or are intended to become the exclusive property of the said John Whichelo)

Upon Trust to convey and assure the same Pieces of Land with the appurtenances, with a general Right of Way over the said several Roads so lately set out as aforesaid, and marked in the said Map, unto, and to the use of the said John Whichelo, his Heirs, and Assigns, for ever, or as he or they shall direct, in lieu of his undivided shares, rights, and interests in, to, or over the said Down and Lands, of which a partition hath been, or is intended to be made.

And as for and concerning all those several Pieces of Land hereinafter particularly described (that is to say) All that Piece of Land containing one acre, one rood, and eighteen perches, bounded Northward by the Preston Boundary Road, Southward by the said Piece of Land, containing one acre, two roods, and twenty-eight perches, hereinbefore described, Eastward by the Lewes Turnpike Road, and Westward by the said Piece of Land containing three acres, one rood, and thirty-five perches, hereinbefore described. And all that other Piece of Land containing thirteen acres, three roods, and twenty perches,

bounded Northward by the said Piece of Land containing eleven acres, one rood, and twenty-five perches, hereinbefore described, Southward by the said Piece of Land containing forty-two acres, two roods, and thirty-five perches, hereinbefore described, Eastward by the Piece of Land containing ten acres and twenty-three perches, hereinafter described, and Westward by the said Lewes Turnpike Road. And all that other Piece of Land containing twenty-one acres, two roods, and four perches, abutting Eastward on the Race-Ground, and bounded Northward by the Race-Course Road, Southward by the Hilly Laine Road, and Westward by the said Piece of Land containing sixteen acres, two roods, and twenty-nine perches, hereinbefore described (which three several Pieces of Land, last hereinbefore described, contain together thirty-six acres, three roods, and two perches, be the same more or less, and are such parts of the said Down, as by virtue of the said division and allotment have become, or are intended to become the exclusive property of the said Nathaniel Kemp.) And also as for and concerning all that triangular Piece of uninclosed Land, part of the said Down, containing by admeasurement on the West side two hundred and ninety-eight feet, on the East side three hundred and twenty feet, on the South side ninety-five feet, and running to a point on the North, bounded Westward by Land of the said Nathaniel Kemp, at the East end of the Third Furlong, in the North Laine in Brighthelmston aforesaid, and Eastward by the London Turnpike Road, which Piece of Land is also delineated in the said Map,

Upon Trust to convey and assure the same several Pieces of Land last hereinbefore described with the appurtenances, with a general Right of Way over the said several Roads, so lately set out as aforesaid and marked in the said Map, unto and to the use of the said Nathaniel Kemp, his Heirs, and Assigns for ever, or as he or they shall direct, the said Pieces of Land, containing thirty-six acres, three roods, and two perches, to be in lieu of his undivided shares, rights, and interests, in, to, or over, the said Down and Lands, of which a partition hath been, or is intended to be made.

And as for and concerning all that Piece of Land containing sixteen acres, three roods, and eight perches, be the same more or less, bounded Northward by the Preston Boundary Road, Southward by the Race Course Road, Eastward by the said Piece of Land containing eighty-two acres, three roods, and twenty-one perches, hereinbefore described, and Westward by the said Piece of Land containing ten acres and twenty-three perches hereinafter described (being such part of the said Down as by virtue of the said division and allotment, hath become, or is intended to become the exclusive property of the said Philip Mighell.)

Upon Trust to convey and assure the same Piece of Land with the appurtenances, unto, and to the use of the said Philip Mighell, his Heirs, and Assigns, for ever, or as he or they shall direct, in lieu of his undivided shares, rights, and interests, in, to, or over the said Down and Lands, of which a partition hath been, or is intended to be made.

And as for and concerning all that Piece of Land containing ten acres and twenty-three perches, be the same more or less, bounded Northward by the Preston Boundary Road, Southward by the Race Course Road, Eastward by the said Piece of Land containing sixteen acres, three roods, and eight perches, hereinbefore described, and Westward partly by the two several Pieces of Land containing respectively eleven acres, one rood, and twenty-five perches, and thirteen acres, three roods, and twenty perches hereinbefore described, and partly by the Piece of Land containing forty-two acres, two roods, and thirty-five perches herein before described (being such part of the said Down, as by virtue of the said division and allotment hath become or is intended to become the exclusive property of the said Thomas Attree.)

Upon Trust to convey and assure the same Piece of Land, with the Appurtenances, unto, and to the use of the said Thomas Attree, his Heirs, and Assigns, for ever, or as he or they shall direct, in lieu of his undivided shares, rights, and interests in, to, or over the said Down and Lands, of which a partition hath been, or is intended to be made.

And as for and concerning all that Piece of Land containing seven acres, one rood, and eleven perches, be the same more or less, bounded Northward by the Preston Boundary Road, Southward and Eastward by the said two Pieces of Land, containing respectively twenty-eight acres, and twenty-three perches, and three acres, one rood, and thirty-five perches, hereinbefore described, and Westward by the said Piece of Land containing one acre and seventeen perches, hereinbefore described (being such part of the said Down, as by virtue of the said division and allotment, hath become, or is intended to become the exclusive property of the said Isaac Tree Rich.)

Upon Trust to convey and assure the same Piece or Parcel of Land, with the appurtenances, unto, and to the use of the said Isaac Tree Rich, his Heirs, and Assigns for ever, or as he or they shall direct, in lieu of his undivided shares and interests in, to, or over, the said Down and Lands, of which a partition hath been, or is intended to be made.

And for better effecting the Intention of the Parties to these Presents, they, the said Thomas Read Kemp, and Frances his Wife, Charles Scrase Dickins the elder, and Elizabeth his Wife, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, and Mary his Wife, did, in or as of Hilary Term last acknowledge, and levy in due form of law, before the Justices of His Majesty's Court of Common Pleas at Westminster, one Fine Sur Cognizance de droit come ceo, &c. with Proclamations unto the said George Hoper, of the said Down, and the said several Pieces or Parcels of Land, Hereditaments, and Premises, hereinbefore bargained and sold, or intended so to be, with the Right of Common for Sheep and other Cattle thereon, with the Appurtenances, but no Use or Uses hath or have yet been declared of the said Fine; Now it is hereby agreed and declared that the said Fine so levied as aforesaid, and all other Fines, common Recoveries, and Assurances, had levied, suffered, or executed, of the said Down, and Pieces or Parcels of Land, Hereditaments, and Premises hereinbefore bargained and sold, or intended so to be, or any part or parts thereof, by, or between the said Parties to these Presents, or any of them, or whereunto they or any of them were or was Parties or Privies, Party or Privy shall be and enure, and shall be adjudged, construed, deemed, and taken to be and enure (as for and concerning the Hereditaments and Premises, hereinbefore bargained and sold, or intended so to be discharged by means of such Fine, of all Right and Title, which they the said Frances Kemp, Elizabeth Dickins, and Mary Rich, or either or any of them, have or hath, or could or might claim to dower, out of the said several Hereditaments, or any of them, or any part thereof)

To the Use and Behoof of the said George Hoper, his Heirs, and Assigns, upon and for the Trusts, Intents, and Purposes hereinbefore reposed in him and them as aforesaid, and upon and for no other Trust, Intent, or Purpose whatsoever.

Provided always, and it is hereby agreed and declared, that nothing in these Presents contained, shall extend, or be construed to comprize or affect any Tithes or Rents whatsoever, yearly or otherwise issuing out of, or payable in respect of the said Down and Pieces or Parcels of Land, hereinbefore bargained and sold, or any of them, and of or to which the said Thomas Read Kemp is seized or entitled, or any moduses, compositions, or other payments in lieu of Tithe, or to prejudice or affect the Right or Title of the said Thomas Read Kemp, his Heirs, or Assigns, to such Tithes, moduses, compositions, or other payments.

And whereas the several Parties hereto interested under the said Partition, have been accustomed to suffer the joint Flock which they were intituled to keep on the said Eastern or Tenantry Down, to feed over their respective Tenantry Arable Lands, in the said Parish of Brighthelmston, or some of them, and it is expedient that such custom should be discontinued.

Now therefore in order to discharge the said Tenantry Arable Lands of the said Parties respectively, from such customary mode of pasturage, each of them the said Thomas Read Kemp, Charles Scrase Dickins the elder, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, doth hereby for himself, his Heirs, and Assigns, remise and release, unto the others of them and their respective Heirs and Assigns, all such Right, Title, Privilege, or Usage, which they, the said releasing parties respectively, or any of them now have, or ever had, or could or might claim, as proprietors of the said Eastern or Tenantry Down, or of the Right of Pasturage over the same, or as Proprietors of any of the allotments made on the Division thereof as aforesaid, or otherwise howsoever, to turn or depasture sheep or other cattle, upon or over any of the Tenantry Arable Lands or Grounds, in the Parish of Brighthelmston aforesaid, of or belonging to the other and others of the said Parties, or any Part thereof.

In witness whereof the said Parties to these Presents, have hereunto set their Hands and Seals, the Day and Year first above written:—THO. READ (L. S.) KEMP—FRANCES (L. S.) KEMP—CHAS. SCRASE (L. S.) DICKINS—ELIZTH. (L. S.) DICKINS—CHARLES SCRASE (L. S.) DICKINS, JUNIOR—JNO. WHICHLO (L. S.)—NATHL. (L. S.) KEMP—PHILIP (L. S.) MIGHELL—THOS. (L. S.) ATTREE—ISAAC TREE (L. S.) RICH—MARY (L. S.) RICH—GEORGE (L. S.) HOPER.

*All signatures witnessed*

Signed, sealed, and delivered by the within-named Charles Scrase Dickins the elder, and Elizabeth his Wife, in the presence of *George Taylor*, Butler to C. S. Dickins, esq.—*C. Ewens*.

Signed, sealed, and delivered by the within-named Charles Scrase Dickins the younger, in the presence of *Reuben Newington*, Servant to C. S. Dickins, esq.—*C. Ewens*.

Signed, sealed, and delivered, by the within-named Thomas Read Kemp and Frances his Wife, Nathaniel Kemp, Philip Mighell, Thomas Attree, Isaac Tree Rich, and Mary his Wife, and George Hoper, in the presence of *C. Ewens*—*J. Blunden*, Clks. to Messrs. Attree & Cooper, Brighton.

Signed, sealed, and delivered, by the within-named John Whichelo, in the presence of *James Powell*, Bristol—*C. Ewens*.

*Note*—This Deed was enrolled in Chancery, 7th May, 1822.

*Note also*—That the Fine referred to was levied as of Hilary Term, 1822, Between the said George Hoper, Plaintiff, and the said Thomas Read Kemp, and Frances his Wife, Charles Scrase Dickins the elder, and Elizabeth his Wife, Charles Scrase Dickins the younger, John Whichelo, Nathaniel Kemp, Philip Mighell, Thomas Attree, and Isaac Tree Rich, and Mary his Wife, Deforceants, of Two Messuages, 300A. of Land, 100A. of Meadow, 500A. of Pasture, and Common Pasture for all manner of Cattle, and of Pasture for eleven hundred Sheep, with the Appurtenances, in Brighthelmston.

17<sup>th</sup> April 1822

*Fair copy  
Abstract of Bargain  
Sale to Wilsons Messrs  
of the Society Down the  
Brighton In trust to convey  
to the Proprietors the respective  
Shares allotted to them on  
the division thereof.*

*Plan annexed.*

*Part*

BOX 71975  
BUNDLE 5

*Racecourse  
area*

*First*

*FIRST*

1975



I hereby certify this document to be a true copy of the original  
[Redacted]  
SOLICITOR TO  
BRIGHTON & HOVE CITY COUNCIL  
KINGS HOUSE, GRAND AVENUE,  
HOVE BN3 2SR 30 MAY 2008

TOWN CLERK, BRIGHTON.  
BOX  
BUNDLE 5  
REGISTER FOLIO

REFERRED TO AS  
THE FIRST INDENTURE  
PT 1 6th 30th  
BRIGHTON CORPORATION  
ACT 1931 & IN  
PART 1 OF  
SCHEDULE 2 TO  
EAST SUSSEX ACT  
1981