

## Bere Forest

Purchase of Mesuage, Lands &c. from P. Barfoot Esq<sup>r</sup>.

Account 1813.

This Indenture of five parts made the eighteenth day of December in the fifty fourth year of the Reign of our Sovereign Lord George the Third of the United Kingdom of Great Britain and Ireland King Defender of the Faith and in the year of our Lord One thousand eight hundred and Thirteen Between Peter Barfoot of Middleton Place in the County of Southampton Esquire and Frances his Wife of the first part Edward Brown of Hambleton in the same County Gentleman of the second part The King's Most Excellent Majesty of the third part The Right Honorable Sylvester Baron Glenbowie William Dacres Adams and Henry Dawkins Esquires Commissioners of His Majesty's Woods, Forests and Land Revenues of the fourth part and Gilbert Jones of Salisbury Square London Gentleman of the fifth part Whereas by Indenture bearing date the ninth day of January which was in the year of Lord one thousand seven hundred and eighty seven and made or mentioned to be made between William Ings of Wickham in the said County of Southampton yeoman of the one part and Thomas White of Hambleton aforesaid Barber and Peruke Maker of the other part, It is witnessed that the said William Ings in consideration of the sum of One hundred pounds to him paid by the said Thomas White did demise grant bargain and sell unto the said Thomas White his Executors and Administrators All that Mesuage or Tenement Orchard and Garden Granary two Stables Wood-house and Cow Pens And also all the arable and Pasture Lands thereto belonging containing by estimation Fourteen Acres were the same more or less that is to say eleven Acres of Pasture Land and three Acres of arable Land all which said Lands and Premises are situate in the Parish of Soberton in the County of Southampton in the then Forest of Bere and were then in the tenure of William Perckett with their appurtenances

To

To hold unto the said Thomas White his Executors Administrators  
and assigns for the term of one thousand years subject to a proviso  
therein contained for redemption of the said Premises on payment by  
the said William Ings his heirs executors or administrators unto the  
said Thomas White his Executors Administrators or assigns of the said  
sum of one hundred Pounds with lawful Interest for the same on  
the Day and Time and in manner therein mentioned And  
Whereas by divers mesuie assignments and other acts and assurances  
in the Law and particularly by a certain Indenture bearing date the  
second day of March which was in the year of our Lord one thousand  
seven hundred and eighty nine and made or mentioned to be made  
between Richard Brazier Pope (therein described) of the first part  
the said William Ings and Ann his Wife of the second part Phillip  
Lawrence of Goods Farm in the Parish of Oring in the said County of  
Southampton Yeoman of the third part and the said Edward Brown  
of the fourth part the said Mesuage or Tenement Land and Hereditaments  
were assigned to the said Phillip Lawrence for the residue of the  
said Term of one thousand years for securing the payment unto  
him the said Phillip Lawrence his Executors Administrators or assigns  
of the sum of Three hundred and fifty Pounds and Interest And  
Whereas by Indentures of Lease and Release bearing date respectively  
the twenty seventh and twenty eighth days of May which was in  
the year of our Lord one thousand seven hundred and ninety made  
or mentioned to be made between the said William Ings and Ann  
his Wife of the one part and the said Peter Barfoot of the other part  
It is by the said Release Witnessed that in consideration of the sum  
of one hundred Pounds to the said William Ings paid by the said  
Peter Barfoot and also in consideration that the said Peter Barfoot  
undertook to pay off the said sum of Three hundred and fifty Pounds  
so due to the said Phillip Lawrence the said William Ings and Ann  
his Wife (in pursuance of the powers to them reserved by a certain  
Indenture dated the twenty first day of May one thousand seven  
hundred and eighty seven) did grant bargain sell alien release and  
confirm limit direct and appoint unto the said Peter Barfoot the  
said Mesuage or Tenement Lands and Hereditaments hereinbefore  
particularly mentioned and described with their appurtenances  
To hold the same unto the said Peter Barfoot his Heirs and  
Assigns for ever (subject to the payment of the said sum of Three  
hundred

Barfoot Esq<sup>r</sup>  
the  
of the  
ited  
er of  
eight  
llington  
es his  
in the  
igs  
Right  
ces  
of  
fourth  
bearing  
of  
and  
ings of  
nan  
resaid  
itressed  
sum  
omas  
D  
that  
to Stables  
d Pasture  
een Acres  
Pasture  
Lands  
in the  
and  
d were  
tenances  
To

Purchase from M<sup>r</sup>. Barfoot

hundred and fifty Pounds unto the said Phillip Lawrence -  
 and the Interest due and to grow due thereon) And  
 Whereas by Indenture of assignment bearing date the eighteenth  
 day of December which was in the said year of Our Lord one  
 thousand seven hundred and ninety made or mentioned to be  
 made between Phillip Lawrence (therein described as being  
 the Executor named and appointed in and by the last Will  
 and Testament of the said first named Phillip Lawrence  
 Deceased) of the first part the said Peter Barfoot of the  
 second part and the said Edward Brown of the third part -  
 After reciting (amongst other things) that the said Phillip  
 Lawrence departed this Life on or about the first day of  
 June One thousand seven hundred and eighty nine having  
 first duly made and published his last Will and Testament  
 and thereby appointed his Grandson the said Phillip  
 Lawrence party thereto one of his Executors who alone duly  
 proved the same in the Consistory Court of the Bishop of  
 Cloucester and took upon himself the burthen of the execution  
 thereof And reciting that there was then due to the said  
 Phillip Lawrence Party thereto the Sum of Three hundred  
 and sixty three Pounds seventeen shillings and six pence  
 It is by the now reciting Indenture Witnessed that in  
 consideration of the said Sum of Three hundred and sixty  
 three Pounds seventeen Shillings and six Pence to the said  
 Phillip Lawrence party thereto paid by the said Peter Barfoot  
 and for other the considerations therein mentioned The said  
 Phillip Lawrence party thereto (at the request of the said Peter  
 Barfoot) did bargain sell assign transfer and set over unto the  
 said Edward Brown The said Messuage or Tenement Lands  
 and Hereditaments hereinbefore particularly mentioned and  
 described with the Appurtenances To hold the same unto the  
 said Edward Brown his Executors Administrators and assigns  
 for the remainder of the term of One thousand years In Trust  
 for the said Peter Barfoot his Heirs and assigns and to  
 attend the Inheritance of the said Premises And whereas -  
 under

of a Messuage F. V. in Bore Forest.

under and by virtue of an Act of Parliament made and passed in the fiftieth year of the reign of His present Majesty intituled "An Act for Disafforesting the Forest of South otherwise East Bore otherwise Bore in the County of Southampton and for inclosing the open commonable Lands within the said Forest" a certain Parcel of Land containing one acre three Roods and four Perches part of the open commonable Lands and Ground within the said Forest hath been set out and allotted to the said Peter Barfoot in lieu of his Right of Commonage in respect of the said Messuage or Tenement Lands and Hereditaments hereinbefore mentioned and described in or upon the said Commonable Lands or Ground.

And whereas under and by virtue of an Act of Parliament made and passed in the fifty second year of the Reign of His said Majesty King George the Third intituled "An Act for enabling His Majesty to grant Leases under certain Circumstances and for the better carrying into effect the Provisions of an Act passed in the thirty ninth and fortieth years of the reign of His present Majesty touching the formation of a Map of the New Forest in the County of Southampton and continuing and extending other Provisions of the said Act for further appropriating the Monies arisen or to arise from the Sale of certain Crown Lands under the Authority of divers Acts of Parliament for annexing certain Lands within the Forest of Rockingham to His Majesty's Manor of Kings Cliffe and for enabling the Commissioners of the Treasury to appropriate small portions of Land for ecclesiastical purposes"

After reciting various Acts of Parliament enabling His Majesty to make Grants in fee simple of the several Estates therein mentioned to John Earl of Upper Ossory, John Earl of Westmoreland Henry late Earl of Exeter and George Finch Hatton Esquire respectively their respective Heirs or Assigns the consideration of which Grants to the said Earl of Westmoreland had been paid and invested in the Name of the Lord High Treasurer of England in the purchase of seventeen thousand eight hundred and sixty seven Pounds and eight pence, three per cent consolidated Bank Annuities

And also reciting a certain other Act authorizing the Surveyor General

# Purchase from Mr. Darfoot

General of Crown Lands to sell the Rights and Interests of His Majesty in the Forest of Brecknock And further reciting that from the great and increasing difficulty of procuring a sufficient supply of Timber for the use of the Navy it would be of great benefit and advantage to the Public in general if the said Sum of money so received from the said John Earl of Westmoreland and the Monies to be paid by the Heirs of the said Henry late Earl of Exeter and the said George Finch Hatton and the said John Earl of Upper osory the same having arisen from the Sale of the Forrestal Rights belonging to His Majesty and also the Monies arising from the Sale of the Forest of Brecknock were laid out in the purchase of Lands fit and proper for the growth of Timber and of any Rights of Individuals to Lands fit for that purpose It is therefore (amongst other things) Enacted that it should be lawful for the Commissioners of His Majesty's Woods Forests and Land Revenues or the Surveyor General of Crown Lands for the time being with the approbation of and by the direction of the Lord High Treasurer or Commissioners of the Treasury for the time being or any three of them to contract and agree with any body or bodies politic or corporate or person or persons for the Sale of and to sell the said sum of Seventeen thousand eight hundred and sixty seven Pounds and eight Pence three per cent Consolidated Bank Annuities or any part thereof and apply the produce thereof and also the monies to be received from the said Heir or Heirs of the said Henry then late Earl of Exeter the said George Finch Hatton and the said John Earl of Upper osory or either of them (any thing in the said therein recited acts to the contrary notwithstanding) and all or any other Monies arising or which might arise from the Sale of the said Forest of Brecknock or any part thereof, or of Lands in any Forest reputed Forest or Waste belonging to His Majesty or of His Majesty's Rights and Interests therein in the

Purchase

of a

of a Messuage Vc Vc in Bere Forest

Purchase of any Lands the property of Individuals or in the purchase of any Rights of Individuals where the Reversion of such Rights should be vested in His Majesty to or over any Lands which should in the judgment of the said Commissioners of His Majesty's Woods Forests and Land Revenues or the Surveyor General of Crown Lands for the time being be fit and proper for the growth and cultivation of Wood and Timber and that such Lands and Rights should when so purchased be held by and become the property of His Majesty his Heirs and Successors as by the said recited Deeds and other Instruments and Acts of Parliament reference being thereunto had will more fully appear. And whereas the said Lands being in the judgment of the said Sylvester Baron Glenberie William Dacres Adams and Henry Dawkins fit and proper for the growth and cultivation of Wood and Timber they have as such Commissioners of His Majesty's Woods Forests and Land Revenues in exercise of the Powers vested in them under the said last in part recited Act of Parliament and with the approbation and by the direction of three of the Commissioners of His Majesty's Treasury testified by their Minute in Writing bearing date the day of addressed to the said Sylvester Baron Glenberie William Dacres Adams and Henry Dawkins as Commissioners of His Majesty's Woods Forests and Land Revenues contracted and agreed with the said Peter Barfoot for the absolute purchase of the said Messuage or Tenement Orchard Garden Outhouses Lands and Hereditaments particularly mentioned and described in the said first above recited Indenture and of the Inheritance thereof in Fee simple in Possession free from Incumbrances and also of the said Piece or Parcel of Land so allotted unto him the said Peter Barfoot under or by virtue of the said first above recited Act of Parliament with their and every of their Rights Members and Appurtenances and all Timber and other Trees now standing growing and being upon the said Premises or any part thereof at or for the price of Sum of Nine hundred Pounds. And whereas upon the Treaty for such Purchase it was agreed that the said Edward Brown should assign the Premises comprized in the said term of one thousand years

Barfoot's Purchase

## Purchase from Mr. Barfoot of

years for all the residue thereof yet to come and unexpired unto a Trustee to be nominated by the said Sylvester Baron Glenbowie William Dacres Adams and Henry Dawkins as such Commissioners as aforesaid on behalf of His said Majesty In Trust for His said Majesty His Heirs and Successors in manner hereinafter mentioned Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the said sum of nine hundred Pounds of lawful money of Great Britain to the said Peter Barfoot in hand well and truly paid by the said Sylvester Baron Glenbowie William Dacres Adams and Henry Dawkins as such Commissioners as aforesaid on behalf of His said Majesty with the approbation and by the direction of three of the Commissioners of His Majesty's Treasury testified as aforesaid and which said sum of money is part of the Monies which they the said Commissioners of His Majesty's Woods Forests and Land Revenues with such approbation and by such direction of the Commissioners of His Majesty's Treasury or any three of them are by the said Act of the fifty second year of His Majesty's Reign authorized to apply in the purchase of Lands fit and proper for the growth and cultivation of Wood and Timber as aforesaid the receipt of which said sum of nine hundred Pounds in full for the purchase money of the said Premises the said Peter Barfoot doth hereby acknowledge and thereof and therefrom and of and from the same and every part thereof doth hereby acquit release and discharge His Majesty His Heirs and Successors and also the said Sylvester Baron Glenbowie William Dacres Adams and Henry Dawkins their Heirs and assigns for ever by these presents He the said Peter Barfoot hath granted bargained and sold and by these presents doth grant bargain and sell unto His said Majesty His Heirs

(and)

a Messuage V. V. in Bere Forest

and Successors All that said Messuage or Tenement Orchard  
and Garden Grange, two Stables Woodhouse and Cow pens And also  
all the arable and Pasture Lands shrotes belonging containing by  
estimation fourteen acres as aforesaid be the same little more or less  
which said Messuage or Tenement Lands and Premises are situate lying  
and being in the West Walk of the said late Forest of Bere in the  
Parish of Soberton in the said County of Southampton as aforesaid  
and now or heretofore were called or known by the name of Black Nest  
or Blakes Nest and now in the Tenure or Occupation of William  
Pestett And all that the said Piece or Parcel of Land containing  
by estimation one acre three Roods and four Perches be the same  
more or less which hath been so as aforesaid allotted to the said Peter  
Barfoot under and by virtue of the said Act of Parliament so made  
and passed in the fiftieth year of His Majesty's Reign as aforesaid  
Together with all ways paths passages lights easements waters watercourses  
sewers ditches drains lands meadows pastures feedings mines dells  
quarries commons common of pasture and turbarry trees woods underwoods  
and the ground and soil of the same hedges fences liberties easements  
profits privileges commodities advantages emoluments hereditaments  
and appurtenances whatsoever to the said Messuage or Tenement Land  
Hereditaments and all and singular the Premises hereinbefore mentioned  
and intended to be hereby granted bargained and sold or any part or  
parcel thereof belonging or in anywise appertaining or to or with the  
same or any part thereof now or at any time heretofore usually had  
used held occupied possessed or enjoyed or accepted reputed deemed taken  
or known as 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 of all and singular the said  
Hereditaments and Premises and all the estate right title interest  
use trust possession property claim and demand whatsoever of him  
the said Peter Barfoot of in to or out of the same Premises And  
also all Deeds Evidences and Writings whatsoever which concern or relate  
to the same Messuage or Tenement Lands and Hereditaments or any  
part or parcel thereof To have and to hold the said Messuage  
or Tenement Lands Hereditaments and all and singular other the

Premises

Property Survey

Purchase of Mesuage V. V. in

Premises hereinafore granted bargained and sold or mentioned or intended so to be with their appurtenances unto the King's - most Excellent Majesty his Heirs and Successors To the <sup>proper</sup> only use and behoof of His said Majesty his Heirs and Successors for ever and for the better and more effectually conveying - and assuring the said Mesuage or Tenement Lands - Hereditaments and Premises hereby or mentioned or intended - to be hereby granted bargained and sold The said Peter - Barfoot for himself his Heirs Executors and Administrators and for the said Frances his Wife (with her Privy consent and approbation testified by her sealing and delivering these presents) doth covenant promise and agree to and with the - said Sylvester Baron Glenbowie William Dacres Adams - and Henry Dawkins as such Commissioners as aforesaid - and their Heirs that the said Peter Barfoot and the - said Frances his Wife shall and will as of this present - Michaelmas or before the end of Hilary Term next ensuing - at the proper costs and charges of His said Majesty his Heirs and Successors acknowledge and levy in due form of Law before the Justices of His Majesty's Court of Common Pleas at Westminster one or more Fine or Fines Sur Conuzance de droit come ceo &c. whereupon Proclamations shall be had and - made according to the form of the Statute in that Case - made and provided and the usual course of Fines for assurance of Lands in such cases used unto the said - Sylvester Baron Glenbowie William Dacres Adams and - Henry Dawkins and their Heirs of the said Mesuage or - Tenement Lands Hereditaments and Premises with the - appurtenances by such apt and convenient names quantities qualities contents number of Mesuages and Acres and such - other descriptions as shall be sufficient to comprize and pass - the same And it is hereby declared and agreed by and between all the said Parties to these Presents that the said fine or fines so as aforesaid or in any other manner or at any other time to be had and levied of the same Hereditaments

(and)

Bere Forest from M<sup>r</sup> Barfoot

and Premises and all and every other fine and fines, common recovery  
 and common recoveries conveyances and assurances in the law whatsoever  
 heretofore had made levied acknowledged suffered or executed or hereafter  
 to be had made levied acknowledged suffered or executed of or concerning  
 the said Mesuage Hereditaments and Premises hereby or intended to be  
 lawfully granted bargained and sold or any part thereof by or between  
 the said Parties to these presents or any of them or whereunto they or any  
 of them are or is or shall or may be Parties or Party privies or privy  
 shall as to for and concerning the same Premises) be and enure and  
 shall be adjudged deemed and taken to be and enure and so are, and  
 were meant and intended and are hereby declared to be and enure **To**  
 the only proper use and behoof of His said Majesty His Heirs and Successors  
 for ever and to or for no other use intent or purpose whatsoever **And**  
 the said Peter Barfoot for himself his Heirs Executors and Administrators  
 doth Covenant Promise and agree to and with His said Majesty his  
 Heirs and Successors by these Presents in manner following, that is to  
 say that he the said Peter Barfoot at the time of the Sealing and  
 Delivering these Presents is and stands lawfully rightfully and absolutely  
 seized of and in the said Mesuage or Tenement Lands Hereditament  
 and Premises hereinbefore bargained and sold or mentioned or intended  
 so to be with the appurtenances and of and in every part thereof for a  
 good sure perfect lawful absolute and indefeasible estate of inheritance  
 in fee simple in possession and that he the said Peter Barfoot now  
 hath in himself good right full power and lawful and absolute  
 authority by these Presents and the fine so covenanted to be levied  
 thereof as aforesaid to grant bargain and sell and convey the said  
 Mesuage or Tenement Lands Hereditaments and Premises hereinbefore  
 granted bargained and sold or mentioned or intended so to be with  
 their appurtenances and every part thereof unto and to the use of  
 His said Majesty His Heirs and Successors for ever in manner and  
 form aforesaid and according to the true intent and meaning of  
 these Presents **And** also that His said Majesty His Heirs and  
 Successors shall and lawfully may from time to time and at all  
 times for ever hereafter peaceably and quietly enter into have hold  
 use occupy possess and enjoy the said Mesuage or Tenement Lands

Heredit

Remains by Barfoot

Purchase of Mesuage V<sup>o</sup>. V<sup>o</sup>. from

Hereditaments and Premises hereinbefore granted bargained and sold or mentioned or intended so to be with the appurtenances - and every part and parcel thereof and receive and take the Rents Issues and Profits thereof and of every part thereof to and for his and their own use and benefit without any let suit trouble denial eviction ejection molestation or interruption of from or by the said Peter Barfoot or any Person or Persons whomsoever claiming or to claim any estate right title trust or interest in to or out of the same Premises or any part or parcel thereof And that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by him the said Peter Barfoot his Heirs Executors or Administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other gifts grants bargains sales leases mortgages jointures dowers the dower of the said Frances Barfoot the Wife of the said Peter Barfoot right and title of dower - uses trusts wills entails recognizances judgments extents executions forfeitures seizures escheats rents arrears of rents - annuities legacies sums of money and all other estates titles charges liens and incumbrances whatsoever had made done committed executed or suffered by him the said Peter Barfoot or any other Person or Persons whomsoever And further that he the said Peter Barfoot and his Heirs and all and every other Person and Persons whomsoever having or claiming or who shall or may have or claim any estate - right title trust or interest whatsoever at Law or in Equity - of in to or out of the said Mesuage or Tenement Lands - Hereditaments and Premises hereinbefore granted bargained and sold or mentioned or intended so to be or any part thereof with the appurtenances shall and will from time to time - and at all times hereafter at the request costs and charges - of His said Majesty His Heirs or Successors or of the Surveyor General or Commissioners for the time being of His Majesty's

Woods

Mr. Barfoot in Bere Forest

Woods Forests and Land Revenues make do perform acknowledge -  
 levy suffer and execute or cause or procure to be made done performed  
 acknowledged levied suffered and executed all and every such  
 further and other lawful and reasonable act and acts thing and  
 things devices conveyances and assurances in the Law whatsoever  
 for the further better and more perfectly and absolutely granting  
 conveying and assuring the same Messuage or Tenement Lands  
 Hereditaments and Premises and every part thereof with their  
 and every of their appurtenances unto and to the use of His said  
 Majesty His Heirs and Successors for ever according to the true intent  
 and meaning of these Presents as by His said Majesty His Heirs and  
 Successors or his their or any of their Counsel learned in the Law  
 shall be reasonably advised or required **And this Indenture**  
**further Witnesseth** that in further pursuance and performance  
 of the said agreement and in consideration of the sum of ten shillings  
 of lawful money of Great Britain to the said Edward Brown in  
 hand paid by the said Gilbert Jones at or before the sealing and  
 delivering of these Presents (the receipt whereof is hereby acknowledged)  
 He the said Edward Brown (at the request and by the direction and  
 appointment of the said Peter Barfoot<sup>sr</sup> at the nomination and by  
 the direction of the said Sylvester Baron Glenberie William Dacres  
 Adams and Henry Dawkins on behalf of His said Majesty testified  
 by their being Parties to and sealing and delivering these Presents)  
 Hath bargained sold assigned transferred and set over and by these  
 Presents Doth bargain sell assign transfer and set over unto the  
 said Gilbert Jones his Executors Administrators and assigns All and  
 singular the said Messuage or Tenement and all and singular the  
 Land Hereditaments and Premises which were comprized in and  
 granted and demised by the above in part recited Indenture of the  
 ninth day of January One thousand seven hundred and eighty seven  
 and which were assigned to him the said Edward Brown in and by  
 the said recited Indenture of the eighteenth day of October One thousand  
 seven hundred and ninety with their respective rights members and  
 appurtenances And all the Estate right title interest trust term and  
 terms of years yet to come and unexpired possession property claim  
 and demand whatsoever both at Law and in Equity of him the  
 said

Peter Barfoot

Purchase of Messuage V. V. from M<sup>r</sup>.

said Edward Brown of in and to the said Messuage or Tenement Lands Hereditaments and Premises and every part and parcel thereof To have and to hold the said Messuage or Tenement Lands Hereditaments and all and singular other the Premises hereby assigned or mentioned or intended so to be with the appurtenances thereto belonging unto the said Gilbert Jones his Executors Administrators and assigns henceforth for all the rest residue and remainder of the said term of One thousand years by the said recited Indenture of the ninth day of January One thousand seven hundred and eighty seven granted and demised therein yet to come and unexpired - In trust nevertheless for His said Majesty His Heirs and Successors To the intent that the residue of the said term may attend wait upon and go along with the reversion freehold and inheritance of the said Hereditaments and Premises so bargained and sold or intended to be bargained and sold unto and to the use of His said Majesty His Heirs and Successors as aforesaid in order to protect and preserve the same from and against all mesne and intervening charges and incumbrances if any such there be And the said Edward Brown doth hereby for himself his Heirs Executors and Admors covenant and declare to and with the said Gilbert Jones his Executors Administrators and assigns that He the said Edward Brown hath not at any time heretofore made done committed or executed or willingly or knowingly suffered any act deed matter or thing whatsoever whereby or by reason or means whereof the said Messuage or Tenement Lands Hereditaments and Premises hereby assigned or mentioned or intended so to be or the residue of the said Term of One thousand years or any part thereof respectively are or shall or may be impeached charged assigned surrendered forfeited or incumbered in anywise howsoever In witness whereof the said Parties to these Presents have hereunto set their hands and seals the day and year first above

Barfoot in Bere Forest

above written. — Pr. Barfoot (S) — Frances Barfoot (S) —  
Edw Brown (S) — Glenborvie (S) — Wm Dacres Adams (S) —  
Henry Dawkins (S) — Gilb. Jones (S) —

Signed Sealed and Delivered by the within named Peter  
Barfoot, Frances Barfoot and Edward Brown in the Presence of  
John Cotman  
Willm. Stares of Bps Waltham Hawks

Signed Sealed and Delivered by the within named Gilbert  
Jones in the presence of —  
Wm. Green Salisbury Square London  
Wm. Charlton etc to Messrs Jones & Green

Signed Sealed and Delivered by the within named Sylvester  
Baron Glenborvie in the presence of  
W. D. White

Signed Sealed and Delivered by the within named William  
Dacres Adams and Henry Dawkins in the presence of  
A Milne

Received the day and year first within written of — and from  
Account 1813. the within named Sylvester Baron Glenborvie William Dacres Adams  
and Henry Dawkins the Sum of Nine hundred Pounds being the full  
consideration money within mentioned to be paid by them to me, As —  
£900.. —  
Witness my hand. —

Pr. Barfoot

Witness.  
John Cotman.  
Willm. Stares.

Taken and acknowledged by Peter Barfoot Party hereto at Hambledon  
in the County of Southampton this twenty fourth day of December in the year of  
our Lord one thousand eight hundred and thirteen.

Before me  
Edw. Brown a Master extraordinary in Chancery

Enrolled in His Majesty's High Court of Chancery the fourteenth day of January  
in the year of our Lord one thousand eight hundred and fourteen being first duly stamped  
according to the tenor of the Statutes made for that purpose.

John Mitford.

14. P. E.  
C. J.

Barfoot's Barfoot

## Bere Forest

Receipt for the Purchase of an Allotment (Lot 6) of  
Land, from the Forest Commissioners, made under the Inclosure  
Act.

Account 1814.

Whereas in and by a certain Act of Parliament made  
and passed in the fifthth year of the Reign of His present  
Majesty intituled "An Act for Disafforesting the Forest of South  
"otherwise East Bere otherwise Bier in the County of Southampton  
"and for inclosing the open commonable lands within the said  
"Forest" Thomas Bainbridge of Guilford Street in the Parish of  
St. Pancras in the County of Middlesex Gentleman, William  
Pearce of Craig Court in the City and Liberty of Westminster  
Gentleman, and George Barnes of Andover in the County of  
Hants Land Surveyor and their Successors were nominated and  
appointed the Commissioners for carrying the said Act into  
execution who accordingly met at Golden Lion Inn at Southwick  
in the County of Hants on the twenty third day of July one  
thousand eight hundred and ten and took and subscribed the  
Oath appointed to be taken by the Act of the forty first year of the  
Reign of His present Majesty intituled An Act for Consolidating in  
one Act certain provisions usually inserted in Acts of Inclosure  
and for facilitating the mode of proving the several Facts usually  
required on the passing of such Acts. And whereas in and  
by the said first recited Act It is amongst other things Enacted  
That the said Commissioners should mark and set out such  
part and parts of the Public or open Commonable Lands and  
grounds thereby directed to be divided allotted and inclosed then  
than and except His Majesty's lands and the six hundred Acres  
so thereafter vested in and awarded to the King's Majesty and  
to Thomas Thistlethwaite Esquire in compensation of his Rights  
as Warden of the said Forest as aforesaid as by the Title thereof  
would in the Judgment of the said Commissioners raise a  
sufficient sum of money to defray and discharge all the costs  
charges and expences incident to and attending the obtaining and  
passing of the said recited Act and of preparing and inrolling  
the award to be made by the said Commissioners and of  
Surveying admeasuring Planning Valuing Dividing Fencing  
and allotting the Lands and grounds to be divided fenced

allotted

allotted and inclosed by virtue of the said Act and of Surveying  
 admeasuring and planning such other lands as should by virtue of  
 the said Act be Surveyed measured and planned and all the Charges  
 of the said Commissioners their Assessors Clerks Assistants and Servants  
 and all other necessary expences of the several persons so to be  
 employed by the said Commissioners in and about the same and  
 all the expences of forming completing and repairing the public  
 Roads and Highways to be set out by the said Commissioners as aforesaid  
 and all other expences of carrying the said Act into Execution and  
 that it should be lawful for the said Commissioners as soon after  
 the passing of the said Act as they should think proper and so from  
 time to time as often as they should think necessary to sell by Public  
 Sale by Auction in the manner and subject to the directions and  
 regulations mentioned and described in and by the said recited Act  
 unto any person or persons such part or parts of the said open com-  
 munal Lands and Grounds thereby recited to be divided allotted and  
 inclosed as they should think and deem sufficient for  
 the purposes aforesaid and the Purchase Money of the said Lands so to  
 be sold as aforesaid should be paid into the hands of the said Commis-  
 sioners and the receipt or receipts of the said Commissioners for such  
 Purchase Money should be a sufficient discharge to the Purchaser or  
 Purchasers for the same and immediately after such Receipt or Receipts  
 should be given to such Purchaser or Purchasers the Allotments pieces  
 or parcels of Land so purchased by him or them should by virtue of  
 the said Acts become vested in him her or them and his her and their  
 Heirs and assigns in absolute fee simple, and should be inclosed and  
 held in severally for the Purchaser or Purchasers thereof respectively  
 as his her or their private and absolute property and should be  
 allotted accordingly by the said Commissioners and the said Purchase  
 Money should be applied in defraying such charges and expences  
 as aforesaid And whereas in pursuance of the said recited Act the  
 said Commissioners advertised for Sale by Public Auction on the fifth  
 day of April last at the Ship and Bell Inn in Hounden in the  
 said County of Southampton Seventy five acres of Freehold Land  
 situate in the East and West Walks in the said Forest in nine  
 separate Lots according to certain printed Particulars and Conditions  
 of Sale then and there produced, and by the second of such Conditions

Particulars - Burrows

) of -  
 Inclosure  
 ent made  
 sent -  
 South  
 Hampton  
 re said  
 ish of -  
 lliam  
 rster -  
 ty of  
 ted and  
 into -  
 Southwick  
 ly one  
 ived the  
 of the  
 ating in  
 ure -  
 usually  
 in and  
 Enacted  
 such -  
 and  
 other -  
 id Acres  
 ty and  
 Rights  
 thereof  
 use a -  
 Costs  
 ing and  
 elling -  
 of -  
 Fencing  
 fences  
 lotted

it was stipulated that no bidding for either of the said Lots should  
 be less than five Guineas at a bidding) And whereas at the  
 said Sale the Lot hereinafter mentioned and described as Lot 6,  
 in the said Printed Particulars of Sale was accordingly put  
 up for Sale by the said Commissioners at the price of four  
 hundred and thirty Pounds but no further bidding or  
 advance was made by or on the behalf of any Person at such  
 Sale for the same And whereas in and by the said Act of  
 the forty first year of the Reign of His said present Majesty,  
 It is enacted that in case it should be provided by any Act that  
 the expences attending the same should be paid by sale of  
 any parts of the Land so to be inclosed the said Commissioner  
 or Commissioners should mark and set out such part or  
 parts of the said waste or commonable Lands as in his or  
 their opinion would by sale thereof raise a sum of money  
 sufficient to pay and discharge all such Costs Charges and  
 Expences as might by any such Act directed to be paid and  
 defrayed out of the same and the said Commissioner or  
 Commissioners should sell such part or parts of the said  
 Lands to any Person or Persons for the best price or prices that  
 could be gotten for the same by Private Contract or by  
 Public Auction or Auctions to be holden for that purpose of  
 which six Weeks previous Notice should be given in such  
 manner as should by any such Act be directed with respect  
 to the other Notices hereby required and the Person or Persons  
 so purchasing the same should immediately pay by way  
 of deposit into the hands of the said Commissioners or  
 Commissioner or such Person or Persons as he or they should  
 direct and appoint one tenth part of his her or their purchase  
 money and pay the remainder thereof within three Calendar  
 Months next after or at such other time as the said  
 Commissioner or Commissioners shall appoint and in default  
 thereof the money so deposited should be forfeited and should be  
 applied in carrying such Act into execution and the said  
 allotment or allotments for which the whole of such purchase  
 money

17  
 2  
 6

LHO  
 Acco  
 18



the appurtenances by virtue of the said recited Acts or one of them  
is henceforth vested in His Majesty His Heirs and Successors for -  
ever freed and discharged of and from all Forestal Rights, Common  
Rights, and all other Rights whatsoever And we do further - -  
declare that the Fences on the North and South sides of the said  
Piece or Parcel of Land are to be made and for ever thereafter  
repaired at the Expence of His Majesty his heirs and successors.

Witness  
Alex<sup>r</sup> Hale Strong. -

(signed) Tho: Bainbridge  
Geo: Baines

*End of*

Entered in 23<sup>rd</sup> Dec<sup>r</sup> of 1709  
1709 - before me  
Rich<sup>d</sup> Green D. Aud<sup>r</sup>

Deed of Covenant as to Title to Fuel Rights by Joseph Weld Esq. and for the production of Deeds.

The Deed

This Indenture made the sixteenth day of August in the year of Our Lord one thousand eight hundred and fourteen Between Joseph Weld of Pilewell in the Parish of Boldre in the County of Southampton Esquire and John Jones of Llanarth in the County of Monmouth Esquire of the one part and The King's most excellent Majesty of the other part Whereas by a certain Certificate under the hand of the said John Jones bearing even date herewith It is Certified that the Right Honorable Sylvester Baron Glenbowie, William Doeres Adams and Henry Dawkins Esquires Commissioners of His Majesty's Woods Forests and Land Revenues had on the part and behalf of His Majesty and with the approbation of three of the Lords Commiss<sup>rs</sup> of His Majesty's Treasury testified by Warrant under their Hands bearing date the Eleventh day of August instant contracted and agreed with the said John Jones the surviving Trustee for sale named in the Indenture of release and Settlement therein after mentioned for the purchase, release and extinguishment of the several quantities of Fuel Wood and all other Rights of Common of Estovers for Firewood and Fuel to be had and taken in and from the Woods of His said Majesty of and in the Forest called the New Forest situate in the County of Southampton for or in respect of the several Dwelling Houses, Cottages or Ancient Tenements or Hereditaments mentioned and described in the Schedule to the now reciting Certificate at or for the price or sum of One thousand two hundred pounds which sum the said Commissioners had paid for and on behalf of His Majesty unto the said John Jones upon the trusts mentioned and expressed in a certain Indenture of release bearing date the seventeenth day of November one thousand eight hundred and two, made between Thomas Weld (since deceased) and the said Joseph Weld of the first part The Right Honorable Charles Philip Lord Stourton Baron of Stourton and The Right Honorable Mary Lady Stourton his Wife of the second part, The Honorable Charlotte Stourton Spinster of the third part The Right Honorable Robert Edward Lord Pitt since deceased and the said John Jones of the fourth part, Philip Langdale Esquire of the fifth part The Right Honorable Charles Lord Clifford and Nicholas Tinte Selby Esquire of the sixth part and Marmaduke <sup>Suggerston</sup> Constable Maxwell and George Blount of the seventh part being the Settlement made previous to and in contemplation of a Marriage then intended and which was afterwards

fo. 50.

Part of the Book

146  
afterwards duly had and solemnized between the said Joseph  
Weld and the said Charlotte Stovon in full for the purchase release  
or extinguishment of such Rights of Common of Estovers for  
Firewood which rights should for ever thereafter be merged and  
extinguished in the Freehold and Inheritance of the said Woods  
now vested in His Majesty in Right of His Crown. And whereas  
the said Joseph Weld is Tenant for life in possession of the said  
Estates and is the Person in receipt of the several Quantities of Fuel  
Wood so sold as aforesaid, and such Sale hath been made by and  
the said Consideration money hath been paid to the said John  
Jones at the request and by and with the consent direction and  
approbation of the said Joseph Weld as he doth hereby admit  
testify and declare. And whereas the said Indentures of  
Release and Settlement relate to the said Manors Messuages  
Lands Tenements and Hereditaments which are of much  
greater value than the said Fuel Wood and the said Right  
of Common of Estovers for Fire Wood and Fuel so sold released  
and extinguished as aforesaid and upon the treaty for the  
purchase of the said fuel rights, It was agreed that the said  
Indentures and all other Deeds and Writings relating to the  
said Estates should remain in the Custody of the said Joseph  
Weld or the said John Jones and that they or one of them  
should Govern in manner hereinafter mentioned to produce  
the same and to permit Copies thereof to be taken from time  
to time as occasion may require And it was also upon such  
Treaty agreed that the said Joseph Weld and John Jones  
should enter into such Covenants as are hereinafter contained  
in regard to the right and title to the said Fuel Wood and other  
Rights so sold as aforesaid. Now therefore this Indenture  
Witnesseth and the said John Jones doth hereby for himself  
his Heirs Executors and Admors Covenant Promise and agree to  
and with His Majesty His Heirs and Successors that he the  
said John Jones hath not at any time heretofore made done  
committed or executed or willingly or knowingly permitted or suffered  
any Act Deed, Matter or thing whatsoever, whereby or by means  
whereof any of the said fuel rights or other rights in the said  
Certificate or the Schedule thereto mentioned and thereby sold or  
contracted

contracted or agreed to be sold released merged or extinguished or any part thereof or is or can shall or may be impeached charged affected or incumbered in anywise howsoever And the said Joseph Weld doth hereby for himself his heirs executors and admors Covenant promise and agree to and with His Majesty his heirs and successors by these presents in manner following that is to say That the said John Jones at the time of his signing the said Certificate had in himself as surviving Trustee under the said Indenture of Settlement good right full power and lawful and absolute authority to sell release surrender and extinguish the several quantities of fuel wood in the said Certificate or the Schedule thereto mentioned and described and thereby sold released surrendered and extinguished or mentioned or intended so to be unto His Majesty His heirs and successors in manner and form therein mentioned, and according to the true intent and meaning thereof And also that they the said Joseph Weld and John Jones and each of them their and each of their heirs executors and admors and all and every other person or persons having or lawfully claiming any estates right title trust or interest of in or to the said several quantities of fuel wood or Rights of Common of Estovers for fire wood and fuel in the said Certificate or the Schedule therein mentioned and described and thereby or mentioned or intended so to be or of in or to any part or parts thereof shall and will from time to time and at all times hereafter at the request of the said Commissioners or the Commissioners for the time being of His Majesty's Woods Forests and Land Revenues or the Surveyor general of His Majesty's Woods Forests Parks and Chaces for the time being and at the costs and charges of His Majesty His heirs and successors make do acknowledge buy suffer and execute or cause and procure to be made done acknowledged lived suffered and executed all and every such further and other lawful and reasonable act and acts deed and deeds conveyances and assurance in the law whatsoever for the further better and more perfectly and absolutely granting releasing surrendering and extinguishing of the said several quantities of fuel wood or Rights of Common of Estovers for fire wood and fuel in the said Certificate or the Schedule thereto mentioned and thereby sold and contracted to be sold released or merged extinguished or intended so to be with the appurtenances unto His Majesty His heirs and successors for ever as by His said Majesty His heirs or successors or His or Their Council learned in the Law shall be

reasonably

Paraphrase - Burley

reasonably required or advised. And also that he the said Joseph Weld his heirs or assigns or the said John Jones his heirs or assigns shall and will (unless hindered or prevented by fire or some other inevitable accident) from time to time and at any time or times hereafter on every reasonable request in writing of the Commissioners of His Majesty's Woods, Forests and Land Revenues or of the Surveyor General of His Majesty's Woods Forests Parks and Chaces for the time being for or on the behalf of His Majesty His Heirs and Successors and at the costs and charges in all things of His said Majesty His Heirs or Successors produce or show forth or cause or procure to be produced and shown forth unto His said Majesty His Heirs or Successors or to the said Commissioners or Surveyor General or to any other person or persons whom he or they shall direct or appoint or to or before any Court or Courts of Law or equity or at or upon any trial or trials hearing or hearings Commission or Commissions for the examination of Witnesses or otherwise, as occasion shall be and require the said Indentures of Lease and Release and Settlement above mentioned and all other Deeds Instruments and Writings relating to the said Manors or Estates which shall be needful or requisite for the manifestation of the right and title of the said John Jones as such surviving Trustee as aforesaid to all and for the support and defence of the Title of His Majesty His Heirs and Successors to hold and enjoy the said several quantities of Fuel Wood and all other Rights of Common of Estovers for Firewood and Fuel in the said recited Certificate or the Schedule thereto mentioned and described, and thereby sold released surrendered and extinguished or mentioned or intended so to be. And also that they the said Joseph Weld and John Jones or one of them their or one of their Heirs or assigns shall and will from time to time on the like request and at the like costs and charges give or deliver to His Majesty His Heirs or Successors or to the said

Comm<sup>rs</sup>

Commissioners or Surveyor General for the time being true and attested  
 Copies or Extracts of and from the same Deeds and Writings respectively  
 or either of them and permit and suffer such Copies and Extracts  
 respectively to be examined and compared with the originals thereof by  
 the said Commissioners or Surveyor General or by any Person or Persons  
 whom they or he shall appoint in writing under their or his hands or  
 hand for that purpose In Witness whereof the said Joseph Weld  
 and John Jones have hereunto set their hands and seals the day and  
 year first above written.

Joseph (D) Weld

John Jones

Signed Sealed and Delivered by the within named Joseph Weld being  
 first duly stamped, in the presence of

John Richman  
 James Weld

Signed, Sealed and Delivered by the within named John Jones being  
 first duly stamped, in the presence of:

John Richman  
 Wm. Gerard

Partially Buried