For Original Lease – vide Deed Book No. 11 p: 319
For Deed of Covenant by Mr. Thompson to pay additional rents – vide, Book 12 p: 324
For Lease of Primrose Hill Lodge and land, vide page 401.

Dated 11th April 1865

Delamere Forest in the Co. Chester.

Mr. Henry Thompson to The Queen's Majesty.

Agreement for the maintenance & repair by Mr. Henry Thompson of the whole of the fences both external & internal upon the several pieces of land held by him under Lease dated 21st August 1863 – the Crown allowing him rough timber for the purpose.

This Indenture made the eleventh day of April One thousand eight hundred and sixty five Between The within named Henry Thompson of the first part the within named James Kenneth Howard of the second part and The Queen's Most Excellent Majesty of the third part Whereas by the within written Indenture which is dated the twenty first day of August One thousand eight hundred and sixty three and is made between The Queen's Majesty of the first part the said James Kenneth Howard of the second part and the said Henry Thompson of the third part the said Henry Thompson has covenanted to keep in good and substantial repair all the walls gates stiles mounds banks bridges drains hedges and fences belonging to the premises thereby demised and properly paint and tar such parts of the said fences as are usually painted and tarred and properly rear and maintain the quick fences and repair and preserve the guard fences thereto which might be planted and set up on the said premises in pursuance of the covenant hereinafter referred to be the said Henry Thompson being allowed rough timber in the Forest of Delamere for maintaining the said guard fences as hereinafter provided and in the said Indenture is also contained a covenant by the said James Kenneth Howard on behalf of The Queen's Majesty to erect upon the said premises a farm house with outbuildings thereto and eight Cottages at the least for a Foreman and for Labourers And also to plant a quick fence with proper guard fencing thereto along those parts of the external boundaries of the Land demised by the said Indenture where no fences then existed And also along the line extending from the letter A to the letter B. on the plan drawn in the margin of the within written Indenture or upon such other line or along such other boundaries between the land colored red and blue in the said plan as to the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues should seem meet And also to allow to the said Henry Thompson sufficient rough timber to be procured by him from Delamere Forest for maintaining and keeping in repair the guard fences to be set up for the protection of such last mentioned quick fences And whereas the farm house buildings and Cottages which by the within written Indenture are covenanted to be erected upon the land thereby demised have been erected and completed at the expense of the Crown and a quick fence with guard fences thereto has also been planted and set up at the like expense upon the external boundaries of the said land where no fences existed and also in the direction shewn by the letters A and B on the said plan And whereas the external fences of the land colored Blue in the plan in the within written Indenture have been hitherto kept in repair at the expense of the Crown and it was not intended that the covenant of the said Henry

Thompson contained in the said Indenture [have been hitherto kept in
repair at the expense of the Crown and it was not intended that the
covenant of the said Henry Thompson contained in the said Indenture]
should extend to the repair of such fences but it has since been agreed
that the said Henry Thompson shall keep in repair the whole of the
fences upon the said land both external and internal upon having such
allowance made to him as hereinafter mentioned Now this Indenture
witnesseth and the said Henry Thompson doth hereby for himself
his heirs executors and admors covenant with the Queen's Majesty her
heirs and successors that he the said Henry Thompson his exors
admors and assigns will from time to time and at all times during
the term granted by the within written Indenture as occasion may
require well and substantially repair and keep in good and substantial
repair all the walls gates stiles mounds banks bridges drains hedges
and fences whatsoever belonging to and surrounding the land demised
by the within written Indenture including the external fences of the
land colored blue in the plan in the margin of the same Indenture and
will properly paint and tar such parts of the said fences as are usually
painted and tarred and also will properly rear and maintain the quick
fences and keep in substantial repair and preserve the guard fences thereto
which have been or may be planted and set up on the said land he
the said Henry Thompson his exors admors and assigns being allowed
sufficient rough timber to be obtained by him and them from Delamere
Forest for the repairs of all the said fences And the said James Kenneth
Howard doth hereby on behalf of the Queen's Majesty covenant with the said
Henry Thompson his exors admors or assigns that he the said James
Kenneth Howard or other the Commiss.r or Commiss.rs within mentioned will
allow from time to time to the said Henry Thompson his exors admors
and assigns sufficient rough timber to be procured at the expense of the said
Henry Thompson his exors admors and assigns from the said Forest of
Delamere for the maintenance and repair of the fences belonging to and
surrounding the said farm And it is hereby agreed and declared
that the covenants hereinbefore contained shall be read and construed and
shall have the like force and effect as if the same had been inserted in
the within written Indenture instead of the covenants therein contained
relating to the maintenance and repair of the fences of the said Land
thereby demised And the said James Kenneth Howard doth hereby
direct that this deed shall be deemed to be fully and sufficiently inrolled
by the deposit of a duplicate thereof in the Office of Land Revenue Records
and Enrolments and the filing or making an entry of such deposit by the

keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.—

Henry Thompson (L.S.)
James K. Howard (L.S.)

Signed sealed and delivered by the above named Henry Thompson in the presence of

Edward Rush
Handbridge - Chester
Gardener.

Signed sealed and delivered by the above named James Kennett Howard in the presence of

Robert Maryman
Office of Woods &c
Whitehall Place

I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Enrolments, and an entry thereof made or filed by me.

A G Hewlett
Keeper of the Records.

9th June 1865.

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Dated 12th November 1866

Co. of Southampton

Sir Charles Hayes Miller Bart. and his Trustees

— to —

The Queen's Most Excellent Majesty.

Conveyance of Land at Bristed

Consn £1074

This Indenture made the twelfth day of November One thousand eight hundred and sixty six Between The Reverend Peter Aubertin the younger formerly of Froyle in the County of Hants but now of Chipstead in the County of Surrey Clerk and William Smith Nicholson formerly of Waverley in the said County of Surrey but now of Chillley near Lipbrook in the said County of Hants Esquire of the first part Sir Charles Hayes Miller of Froyle aforesaid Baronet of the second part Dame Martha Miller of No. 16 Lower Berkeley Street in the County of Middlesex Widow of the third part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom hath been assigned the management and direction of certain parts of the Land Revenues of the Crown with certain duties and powers appertaining thereto including a power to purchase on behalf of Her Majesty the hereditaments hereinafter described and intended to be hereby conveyed of the fourth part and The Queens Most Excellent Majesty of the fifth part Whereas by virtue of an Indenture dated the seventh day of April One thousand eight hundred and fifty six expressed to be made between Sir Thomas Combe Miller of the first part the said Sir Charles Hayes Miller of the second part and the said Peter Aubertin and William Smith Nicholson of the third part and by virtue also of an Indenture dated the 26th day of August 1864 endorsed on the said Indenture of the 7th day of April 1856 and expressed to be made between the said Sir Charles Hayes Miller of the one part and the said Peter Aubertin and William Smith Nicholson of the other part certain freehold messuages lands and hereditts situate in the Counties of Southampton and Surrey were limited & assured subject to a jointure Annuity of One thousand pounds charged on the said hereditaments in favor of the said Dame Martha Miller during her life in case she should survive her husband the said Sir Thomas Combe Miller (which event has happened) unto the said Peter Aubertin and William Smith Nicholson their heirs and assigns for ever To the uses therein mentioned And in the said Indenture of the seventh day of April 1856 is contained a power enabling the said Peter Aubertin and William Smith Nicholson at any time or times after the decease of the said Sir Thomas Combe Miller at the request and by the direction in writing of the said Sir Charles Hayes Miller to make sale of all or any part of the hereditaments thereby conveyed and the inheritance thereof in fee simple either together or in parcels for such price or prices as to them the said Peter Aubertin and William Smith Nicholson should seem reasonable And for the intent and purpose aforesaid at such request and by such direction as aforesaid by any deed or

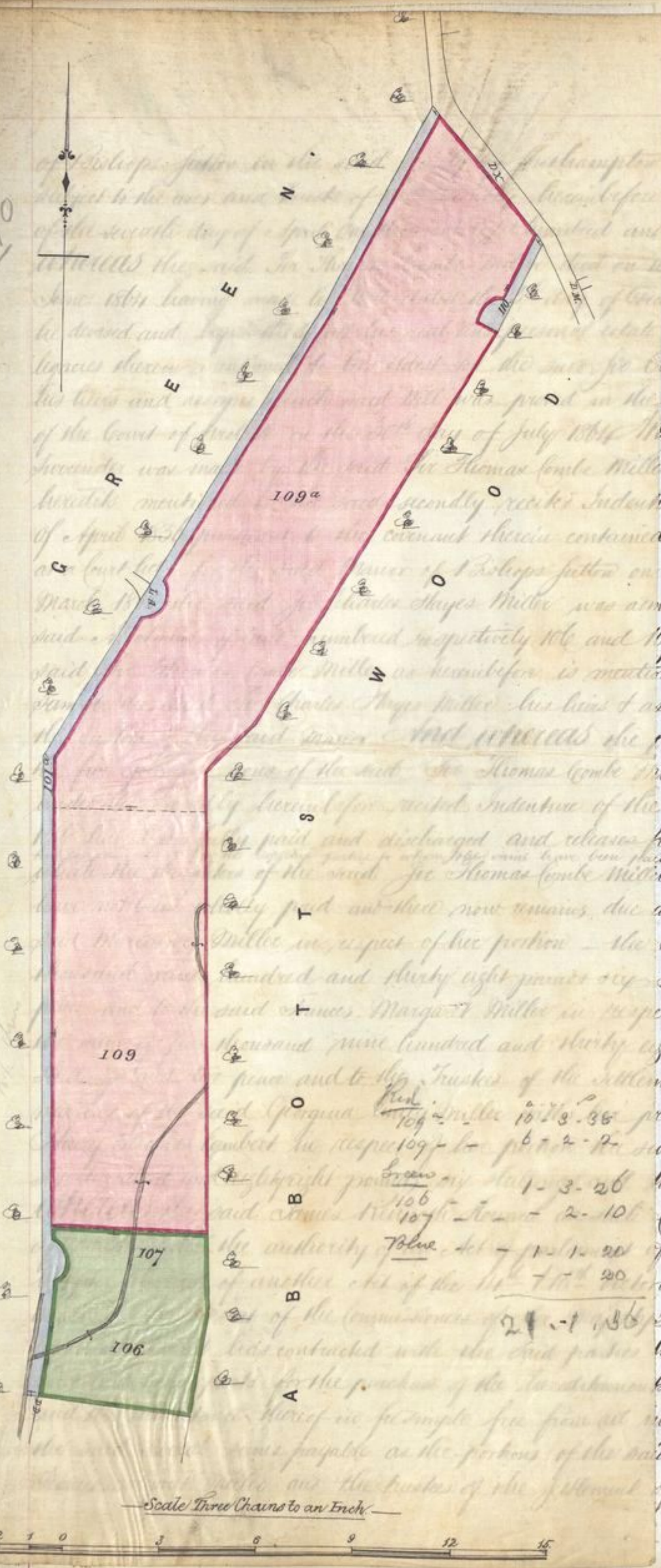
deeds legally executed to revoke determine and make void all and every the uses estates trusts limitations and powers thereinbefore limited and expressed and by the same or any other deed or deeds legally executed to limit and appoint direct and declare such use or uses estate or estates trust or trusts of the hereditaments the uses whereof should be so revoked which it should be thought necessary or expedient to limit declare or appoint in order to effect such sale And it was thereby declared that the receipt or receipts in writing of the Trustees or Trustee for the time being acting in execution of the trusts thereby created such be a sufficient discharge for any monies payable to them or him under the Indenture now in recital or any of the trusts or powers therein contained **And whereas** by another Indenture dated the 7th day of April One thousand eight hundred and fifty six expressed to be made between the said Sir Thomas Combe Miller of the first part the said Sir Charles Hayes Miller of the second part and the said Peter Aubertin and The Reverend Joseph Williams Blakesley of the third part certain other hereditaments situate in the Counties of Southampton, Sussex and Surrey of and to which the said Sir Thomas Combe Miller was then seized and absolutely entitled in fee simple including two pieces of land containing respectively one acre one rood and twenty perches and twenty perches hereinafter conveyed which had been purchased by the said Sir Thomas Combe Miller from the Inclosure Commissioners for England and Wales were conveyed and assured to the use of the said Sir Thomas Combe Miller for his life and after his decease To the use of the said Peter Aubertin and Joseph Williams Blakesley their executors admors and assigns for the term of seven hundred years commencing from the day of the death of the said Sir Thomas Combe Miller and subject thereto To the use of the said Sir Charles Hayes Miller his heirs and assigns for ever And it is by the Indenture now in recital declared that the said term of seven hundred years was so limited as aforesaid In trust in the first place to indemnify the hereditaments comprised in the first hereinbefore recited Indenture of the 7th day of April 1856 from the sum of Ten thousand pounds charged on the said hereditaments as portions for the younger children of the said Sir Thomas Combe Miller (all of which have been since fully paid and discharged) And subject thereto upon trust to raise as an additional portion for each of the following Children of the said Sir Thomas Combe Miller namely for Henry John Miller Thomas Edmund Miller and George Miller so much money as with the portion to which each of them then was or might become entitled under the said first recited Indenture And also for each of the other two sons of the said Sir Thomas Combe Miller namely William Uvedale Miller and Richard Combe Miller if he should attain the age of twenty one years so

much money as they respectively might become entitled to under the same Indenture together also with any share to which (if any) each of such respective sons might as one of the next of kin of the said Sir Thomas Combe Miller become entitled in the personal Estate of the said Sir Thomas Combe Miller in the event of his death either wholly or partially intestate would make up for each such child the sum of Eight thousand pounds And also for each of the other Children of the said Sir Thomas Combe Miller namely Marianne Miller and Frances Margaret Miller and for Georgina Emily Miller if she should attain the age of twenty one years such an additional portion as together with her share of the said sum of Ten thousand pounds and of the personal Estate of the said Sir Thomas Combe Miller as aforesaid would make up the sum of Six thousand pounds for each such daughter & by the same Indenture the said Sir Thomas Combe Miller covenanted to surrender certain copyhold hereditts therein described held of the Manor of Bishops Sutton in the County of Southampton And all other the Copyhold hereditaments of him the said Sir Thomas Combe Miller held of the same Manor To the use of the said Peter Aubertin and Joseph Williams Blakesley their heirs and assigns Upon such trusts intents and purposes and subject to such powers provisoes and declarations as according to the rules of law and equity would best correspond with the uses estates trusts powers provisions and declarations by the Indenture now in recital limited and declared concerning the freehold hereditaments thereby conveyed but so that no gross or other sum of money be thereby doubled or increased And whereas by the Award of Edward Hewitt the Valuer appointed in the matter of the Inclosure of Binsted Common and other lands in the parish of Binsted in the County of Southampton and which Award was duly confirmed by two of the Inclosure Commissioners the said Valuer did allot and award to the said Sir Thomas Combe Miller a piece of land No. 109a containing ten acres three roods and thirty eight perches and another piece of land No. 109 containing six acres two roods and two perches hereinafter respectively conveyed which said land was allotted and awarded partly in respect of freehold land comprised in the first hereinbefore recited Indenture of the seventh day of April One thousand eight hundred and fifty six and partly in respect of other freehold land comprised in the secondly recited Indenture of the same date And the said Valuer did also allot and award to the said Sir Thomas Combe Miller a piece of land No. 106 containing 1 acre 3 roods and 26 perches and another piece of land No. 107 containing 2 roods and ten perches hereinafter covenanted to be surrendered which said last mentioned pieces of land were awarded in respect of certain copyhold lands held of the Manor

	a. r. p.
No. 109a -	10 - 3 - 38
109 -	6 . 2 - 2

106 -	1 - 3 - 26
107 -	0 - 2 - 10

of Bishops Sutton in the said County of Southampton which were subject to the uses and trusts of the secondly hereinbefore recited Indenture of the seventh day of April One thousand eight hundred and fifty six And whereas the said Sir Thomas Combe Miller died on the 29th day of June 1864 having made his Will dated the 5th day of December 1856 whereby he devised and bequeathed all his real and personal Estate subject to the legacies therein mentioned to his eldest son the said Sir Charles Hayes Miller his heirs and assigns which said Will was proved in the Principal Registry of the Court of Probate on the 30th day of July 1864 And whereas no Surrender was made by the said Sir Thomas Combe Miller of the copyhold hereditts mentioned in the said secondly recited Indenture of the 7th day of April 1856 pursuant to the covenant therein contained And whereas at a Court held for the said Manor of Bishops Sutton on the 9th day of March 1865 the said Sir Charles Hayes Miller was admitted tenant to the said Allotments of land numbered respectively 106 and 107 awarded to the said Sir Thomas Combe Miller as hereinbefore is mentioned To hold the same to the said Sir Charles Hayes Miller his heirs & assigns according to the custom of the said Manor And whereas the portions to which the five younger sons of the said Sir Thomas Combe Miller became entitled under the secondly hereinbefore recited Indenture of the 7th day of April 1856 have been fully paid and discharged and releases from such portions have been duly executed by the respective parties to whom the same have been paid but the portions to which the daughters of the said Sir Thomas Combe Miller became entitled have not been wholly paid and there now remains due and owing to the said Marianne Miller in respect of her portion the sum of five thousand nine hundred and thirty eight pounds six shillings and two pence and to the said Frances Margaret Miller in respect of her portion the sum of five thousand nine hundred and thirty eight pounds six shillings and two pence and to the Trustees of the Settlement made on the marriage of the said Georgina Emily Miller with her present husband Henry Thomas Lambert in respect of her portion the sum of five thousand six hundred and eighty eight pounds six shillings and two pence And whereas the said James Kenneth Howard as such Commissioner as aforesaid under the authority of an Act of parliament of the 10th George 4th Chapter 50 and of another Act of the 14th & 15th Victoria Chapter 42 and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant has contracted with the said parties to these presents of the first and second parts for the purchase of the hereditaments hereinafter described and the inheritance thereof in fee simple free from all incumbrances except the said several sums payable as the portions of the said Marianne Miller, Frances Margaret Miller and the trustees of the settlement of the said Georgina



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Red 109	10 - 3 - 38	
109	6 - 2 - 12	
Green 106	1 - 3 - 26	
107	2 - 10	
Blue	1 - 1 - 20	
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Emily Lambert charged on the said hereditaments or some part thereof as aforesaid for the price of One thousand and seventy four pounds and upon the treaty for the said purchase it was agreed that the sum of One thousand pounds part of the said purchase money should be paid to the said Peter Auberlin and William Smith Nicholson as the trustees of the said first mentioned Indenture of the 7th day of April 1856 And that the remainder of the purchase money should be paid to the said Sir Charles Hayes Miller And also that the said Dame Martha Miller should release the said hereditaments from the jointure Annuity of One thousand pounds to which she is entitled as aforesaid And that the said Sir Charles Hayes Miller should indemnify the Queen's Majesty from the payment of the said sums charged on the said hereditts for portions remaining due as aforesaid and should also enter into absolute covenants for the Title to the said hereditts as hereinafter expressed Now this Indenture witnesseth that in pursuance of the said Contract and in consideration of the sum of One thousand pounds part of the said purchase money of One thousand and seventy four pounds paid by the said James Kenneth Howard on behalf of the Queen's Majesty to the said Peter Auberlin and William Smith Nicholson on the execution of these presents the receipt of which said sum of One thousand pounds they do hereby acknowledge and from the same do hereby release and discharge the Queen's Majesty her heirs and successors and also the said James Kenneth Howard as such Commissioner as aforesaid They the said Peter Auberlin and William Smith Nicholson in exercise of the power of sale contained in the first hereinbefore recited Indenture of the 7th day of April 1856 and of all other powers enabling them in this behalf at the request and by the direction of the said Sir Charles Hayes Miller testified by his being a party to and executing these presents Do by this Deed revoke determine and make void all and every the uses estates trusts limitations powers provisoes and agreements in and by the said first recited Indenture of the 7th day of April 1856 limited expressed declared and contained concerning such part of the hereditaments hereinafter described as is subject to the same uses estates trusts limitations powers and agreements and do at the like request and by the like directions limit and appoint direct and declare that all such part as aforesaid of All those two pieces or parcels of land containing respectively ten acres three roods and thirty eight perches and six acres two roods and two perches or thereabouts situate in the parish of Bristed in the County of Southampton being the pieces of land No. 109a and 109 on the Inclosure Award hereinbefore

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	a. r. p.
109a	10. 0. 38
109	6. 2. 2

Cleared Blue

recited and which are delineated and colored pink on the plan in the margin of these presents Together with all trees hedges ditches fences ways waters watercourses mines minerals commons profits easements rights members and appurtenances whatsoever to the said land & hereditts belonging or reputed to belong or to be parcel or member thereof shall henceforth go remain and be To the use of The Queen's Majesty her heirs and successors for ever as part of the possessions and Land Revenues of the Crown And in further pursuance to the said Contract she the said Dame Martha Miller doth hereby release and discharge the hereditaments hereinbefore appointed and also the Queen's Majesty her heirs and successors from the payment of the Annuity of One thousand pounds to which she is entitled as aforesaid and from all claims and demands in respect thereof And each of them the said Peter Aubertin and William Smith Nicholson doth hereby for himself his heirs executors and admors and so far as concerns his own acts and defaults only and not the one for the other of them covenant with The Queen's Majesty her heirs and successors that they the said Peter Aubertin and William Smith Nicholson have not done or executed or been party or privy to anything whereby they or either of them are or is prevented from making such sale as hereinbefore mentioned or from exercising the powers hereinbefore expressed to be exercised by them in manner aforesaid **And this Indenture further witnesseth** that in further pursuance of the said Contract and in consideration of the sum of Seventy four pounds the remainder of the said purchase money of One thousand and seventy four pounds paid by the said James Kennett Howard on behalf of the Queen's Majesty to the said Sir Charles Hayes Miller on the execution of these presents the receipt of which said sum the said Sir Charles Hayes Miller doth hereby acknowledge and doth therefrom release and discharge the Queen's Majesty her heirs and successors and also the said James Kennett Howard as such Commissioner as aforesaid He the said Sir Charles Hayes Miller **Doth** hereby grant and convey to The Queen's Majesty her heirs and successors **All** so much and such part of the land and hereditts hereinbefore described and appointed as is comprised in or subject to the uses and trusts of the secondly hereinbefore recited Indenture of the 7th day of April 1856 And also all those two other pieces or parcels of land containing respectively one acre one rood and twenty perches and twenty perches or thereabouts situate in the parish of Binsted aforesaid being the Allotments of land hereinbefore mentioned to have been purchased by the said Sir Thomas Combe Miller of the Inclosure Commissioners and which are delineated and colored blue on the plan in the margin of these presents Together with all Trees hedges ditches

Colored Blue } 1 - 1 - 20 / - - 20

fences ways waters watercourses mines minerals commons profits easements rights members and appurtenances whatsoever to the said land belonging or reputed to belong or to be parcel or member thereof And all the estate right title interest property claim and demand whatsoever of the said Sir Charles Hayes Miller in and to the same hereditaments **To have** and **to hold** the said land and hereditts lastly hereinbefore expressed to be hereby conveyed unto and to the use of the Queen's Majesty her heirs and successors as part of the possessions and land Revenues of the Crown **Now this Indenture further witnesseth** that for the considerations aforesaid He the said Sir Charles Hayes Miller doth hereby for himself his heirs executors and admors covenant with The Queens Majesty her heirs and successors that he the said Sir Charles Hayes Miller or his heirs and all other necessary parties (if any) will forthwith at the cost of the said Sir Charles Hayes Miller surrender into the hands of the Lord of the Manor of Bishops Sutton in the said County of Southampton according to the custom thereof **All that** piece or parcel of land containing one acre three roods and twenty six perches or thereabouts situate at Brinsted aforesaid being the piece of land numbered 106 on the Inclosure Award hereinbefore recited And also all that piece or parcel of land containing two roods and ten perches or thereabouts situate at Brinsted aforesaid being the piece of land numbered 107 on the said Inclosure Award Which said pieces of land are delineated and colored green on the plan in the margin of these presents Together with all trees hedges ditches fences ways waters watercourses mines minerals commons profits easements rights members and appurts whatsoever to the said last mentioned hereditts belonging or reputed to belong or to be parcel or member thereof And all the Estate right title interest property claim and demand whatsoever of the said Sir Charles Hayes Miller in and to the same hereditts To the use of the said James Kenneth Howard his heirs and assigns according to the custom of the said Manor by and under the rents fines suits and services therefore due and of right accustomed In trust nevertheless for The Queens Majesty her heirs and successors as part of the possessions and land revenues of the Crown **And further** that the said Peter Auberlin and William Smith Nicholson and the said Sir Charles Hayes Miller respectively now have good right and full power to appoint and convey in manner aforesaid the said freehold hereditts hereinbefore expressed to be hereby conveyed and that the said Sir Charles Hayes Miller has good right and full power to surrender the said copyhold hereditts hereinbefore covenanted to be surrendered in manner aforesaid And that the same freehold and Copyhold premises shall at all times remain and be to the uses hereinbefore expressed and declared concerning the same respectively

Green
106 — 1. 3. 26
107 — — 2. 10

Exonerated and Release pursuant 1800 see W. L. B. 21. p. 299

and be peaceably and quietly entered into and upon and held and enjoyed and the rents and profits thereof received and taken by the Queen's Majesty her heirs and successors accordingly without any lawful interruption or disturbance by any person or persons whomsoever And that free and discharged from or otherwise by the said Sir Charles Hayes Miller his heirs executors or assigns sufficiently indemnified against all estates incumbrances claims and demands whatsoever and particularly against the said sums of money now due and payable to the said Marianne Miller, Frances Margaret Miller and the trustees of the settlement of the said Georgina Emily Lambert on account of portions charged on the said hereditaments as hereinbefore is mentioned and from all interest claims and demands in respect thereof **And further** that the said Peter Aubertin and William Smith Nicholson and also the said Sir Charles Hayes Miller and their respective heirs and every other person having or lawfully or equitably claiming any estate right title or interest in or to the said premises or any part thereof (other than the said Marianne Miller, Frances Margaret Miller and the trustees of the settlement of the said Georgina Emily Lambert so long as any of the monies due or payable to them as aforesaid shall remain unpaid) will at all times hereafter at the request of the said James Kenneth Howard or other the Commiss.r or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown but at the cost of the Queen's Majesty her heirs or successors execute and do every such lawful Assurance and thing for further or more perfectly assuring all or any of the said hereditaments To the use of or in trust for the Queen's Majesty her heirs and successors as by the said James Kenneth Howard or other the said Commissioner or Commissioners or Law Officers shall be reasonably required **And** the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments **In witness** whereof the said parties to these presents of the first second third and fourth parts have hereunto set their hands and seals the day and year first above written.

Peter Aubertin the younger (L.S.)
William Smith Nicholson (L.S.)
Charles Hayes Miller (L.S.)
Martha Miller (L.S.)
James K Howard (L.S.)

Signed sealed and delivered by the within named Peter Aubertin in

the presence of

Wm. Ford

of Grays Inn - Solr.

Signed sealed and delivered by the within named William Smith Nicholson in the presence of

William Stepto

Gardener - Chillley - Siplock.

Signed sealed and delivered by the within named Sir Charles Hayes Miller in the presence of

James W. Clement - Solr., Alton, Hants

Signed sealed and delivered by the within named Dame Martha Miller in the presence of

Wm. Ford

Signed sealed and delivered by the within named James Kenneth Howard in the presence of -

Robert Maryman

Office of Works &c

Whitehall Place.

Received as within expressed of and from the within named James Kenneth Howard the sum of One thousand pounds being the consideration money within expressed to be paid by him to us. — £1000

Witness to the signature of Peter Auberlin — Wm. Ford

Witness to the signature of William Smith Nicholson — William Stepto.

Peter Auberlin the younger

William Smith Nicholson

Received as within expressed of and from the within named James Kenneth Howard the sum of Seventy four pounds being the consideration money within expressed to be paid by him to me — £74.

Witness, James W. Clement

Charles Hayes Miller

Dated November

Ct. of Ha

Sir Chas. H. Mille Bart.

to

The Que Most Excel Majesty.

Deed Covena for produc of Deeds.

Dated 12th November 1866.

Co. of Hants.

Sir Charles H. Miller Bart.

to

The Queen's Most Excellent Majesty.

Deed of Covenant for production of Deeds.

This Indenture made the twelfth day of November One thousand eight hundred and sixty six Between Sir Charles Hayes Miller of Froyle in the County of Hants Baronet of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Land Revenues of the Crown in the County of Hants of the second part and The Queen's Most Excellent Majesty of the third part Whereas by an Indenture bearing even date herewith expressed to be made between The Reverend Peter Aubertin the younger and William Smith Nicholson of the first part the said Sir Charles Hayes Miller of the second part Dame Martha Miller Widow of the third part the said James Kenneth Howard of the fourth part and The Queen's Majesty of the fifth part for the consideration therein mentioned certain pieces of freehold land containing together nineteen acres or thereabouts have been conveyed and assured to The Queens Majesty her heirs and successors and certain pieces of copyhold land containing together two acres one rood and thirty six perches or thereabouts situate at Bruited in the said County of Hants have been covenanted to be surrendered To the use of the said James Kenneth Howard his heirs and assigns In trust for The Queen's Majesty her heirs and successors as part of the possessions and Land Revenues of the Crown And whereas the deeds mentioned in the Schedule hereunder written relate to the Title to the land conveyed and covenanted to be surrendered as aforesaid and also to other estates belonging to the said Sir Charles Hayes Miller and it has been agreed that he shall enter into the covenant hereinafter contained for the production of the said deeds and otherwise with reference thereto Now this Indenture witnesseth that in pursuance of the said Agreement He the said Sir Charles Hayes Miller doth hereby for himself his heirs executors admors and assigns covenant with The Queen's Majesty her heirs and successors that he the said Sir Charles Hayes Miller his heirs and assigns will upon every reasonable request in writing by the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the hereditaments comprised in the hereinbefore recited Indenture or of the Law Officers of the Crown but at the cost of The Queen's Majesty Her Heirs or successors produce and shew to the said Commissioner or Commissioners or Law Officers or to such person or persons as he or they may require at any trial hearing or examination in any Court of Law or other Judicature or in the execution of any commission or elsewhere as occasion shall require every or any of the said deeds specified in the Schedule hereto for the manifestation defence and support of the title and possession of The Queen's Majesty her heirs and successors And will at all times at her like request and costs make and

furnish to the said Commissioner or Commissioners or Law Officers true copies attested or unattested of or extracts from all or any of the same Deeds as he or they may require and will in the meantime keep and preserve the same deeds safe whole uncancelled and uninjured unless prevented from so doing by fire or other inevitable accident And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to.

5th April 1856. **Indenture** between The Reverend Sir Thomas Combe Miller Clerk and Baronet of the first part Charles Hayes Miller Esquire of the second part and Richard Garth of the third part.

7th April 1856. **Indenture** between Sir Thomas Combe Miller of the first part Charles Hayes Miller of the second part The Reverend Peter Auberlin the younger and William Smith Nicholson of the third part.

25th August 1864. **Indenture** endorsed on the before mentioned Indenture of the fifth April one thousand eight hundred and fifty six between Sir Charles Hayes Miller of the one part and Richard Garth of the other part.

26th August 1864. **Indenture** endorsed on the before mentioned Indenture of the seventh April One thousand eight hundred and fifty six between Sir Charles Hayes Miller of the one part and peter Auberlin and William Smith Nicholson of the other part.

27th August 1864. **Deed Poll** endorsed on the before mentioned Indenture of the seventh April One thousand eight hundred and fifty six under the hands and seals of William Smith Nicholson and Charlotte Elizabeth his Wife, George Miller and Richard Combe Miller.

9th September 1864. **Deed Poll** also endorsed on the before mentioned Indenture of the seventh April One thousand eight hundred and fifty six under the hand and seal of Marianne Miller Frances Margaret Miller and Georgina Emily Miller.

16th November 1864. **Deed Poll** under the hand and seal of William Ulredale Miller.

17th November 1864. Ditto under the hand and seal of Henry John Miller.

29th December 1864. Ditto under the hand and seal of Thomas Edmund Miller.

7th April 1856. **Indenture** between Sir Thomas Combe Miller of the first part Charles

Hayes Miller of the second part and The Reverend Peter Aubertin the younger and The Reverend Joseph Williams Blakesley of the third part

27th August 1864. **Indenture** endorsed on the last mentioned Deed of seventh April one thousand eight hundred and fifty six between William Smith Nicholson and Charlotte Elizabeth his wife of the first part George Miller of the second part Richard Combe Miller of the third part Peter Aubertin the younger and Joseph Williams Blakesley of the fourth part and Sir Charles Hayes Miller of the fifth part.

18th November 1864 **Indenture** between Henry John Miller of the first part Peter Aubertin and Joseph Williams Blakesley of the second part and Sir Charles Hayes Miller of the third part.

29th July 1865. **Indenture** between William Uvedale Miller of the first part Peter Aubertin and Joseph Williams Blakesley of the second part and Sir Charles Hayes Miller of the third part.

6th September 1865. **Indenture** between Thomas Edmund Miller of the first part Peter Aubertin and Joseph Williams Blakesley of the second part and Sir Charles Hayes Miller of the third part.

9th March 1865. **Stewards Copy Admission** of Sir Charles Hayes Miller at a Court held for the Manor of Bishops Sutton.

Charles Hayes Miller (H)
James K Howard (H.)

Signed sealed and delivered by the within named Sir Charles Hayes Miller in the presence of

James W. Clement – Solr – Alton – Hants.

Signed sealed and delivered by the within named James Kenneth Howard in the presence of

Robert Maryman
Office of Woods, &c – Whitehall place.

I Certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof has been made or filed by me.

Keeper of the Records.

279.

Dated 17th November 1866.

Isle of Alderney.

The Honble James Kenneth Howard a Commr of Her Majesty's Woods &c

— to —

Mr. Henry Wilcocks.

Agreement for letting a messuage and land adjoining containing 3. 3. 30 known as Corbets Barracks on a yearly tenancy from the 29th day of September 1866.

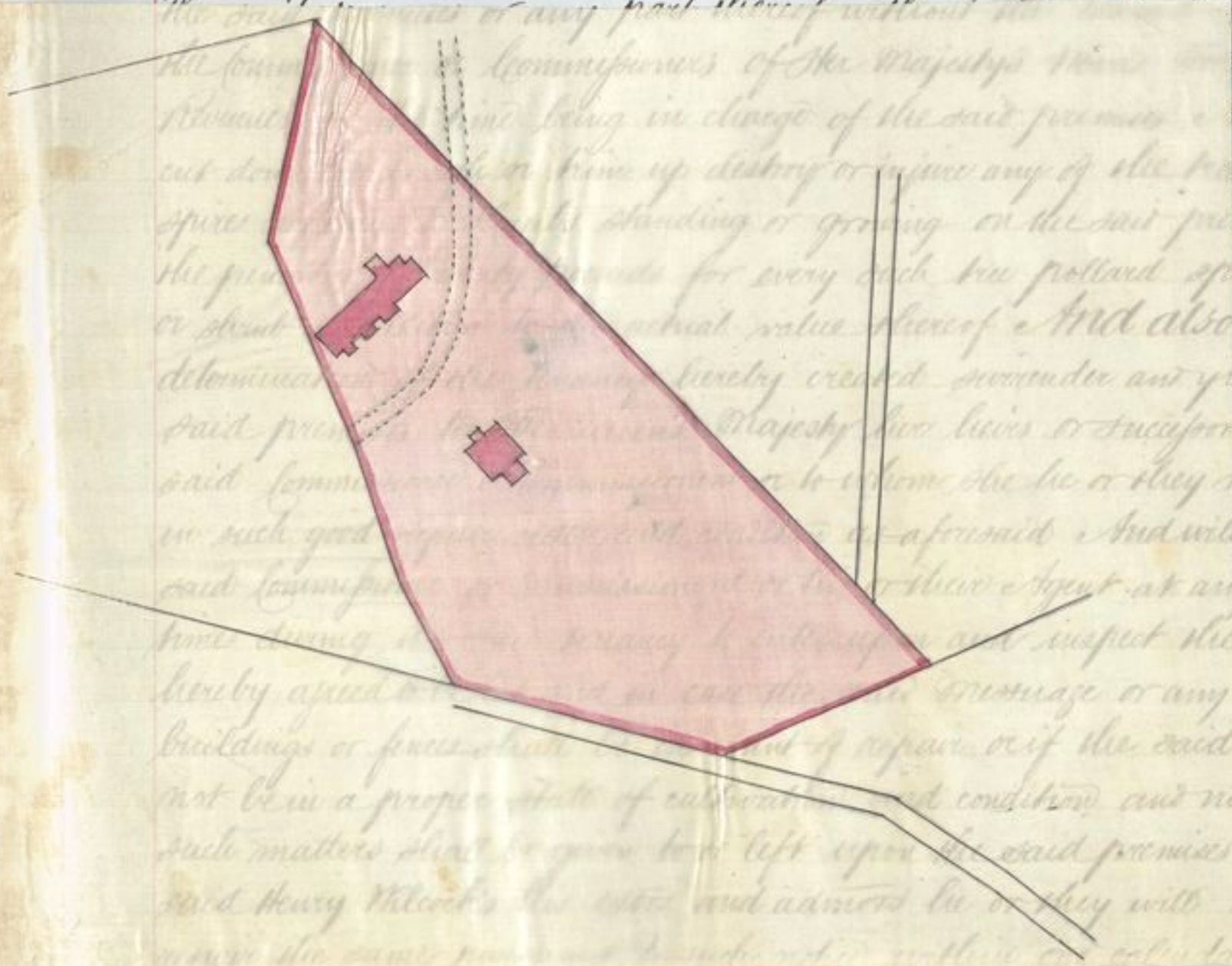
Rent £5 per Ann:

Articles of Agreement made the 17th day of November One thousand eight hundred and sixty six **Between The Queen's Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including the lands and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and **Henry Wilcocks** of the Isle of Alderney Farmer of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Henry Wilcocks and the said Henry Wilcocks for himself his heirs executors and admors hereby agrees to take as Tenant to Her Majesty **All that** Messuage with the buildings adjoining situate in the Isle of Alderney and known as Corbets Barracks together with the land adjoining containing three acres three roods and thirty perches or thereabouts which premises are delineated and colored pink on the plan in the margin hereof **To hold** the same unto the said Henry Wilcocks his executors and admors from the 29th day of September 1866 as tenant from year to year at the yearly rent of **Five pounds** to be paid to Her Majesty's Receiver of rents for the said Island of Alderney free from all deductions except property tax by equal quarterly payments on the 25th day of December the 25th day of March the 24th day of June and the 29th day of September in every year the first quarterly payment thereof to be made on the twenty fifth day of December one thousand eight hundred and sixty six **And** the said Henry Wilcocks doth hereby for himself his heirs executors and admors covenant with The Queen's Majesty her heirs and successors that he the said Henry Wilcocks his executors and admors will pay to The Queen's Majesty her heirs and successors the said rent of Five pounds at the times and in manner aforesaid And will also pay the land tax and all other taxes rates tithes or tithe rent charges in respect of the said premises together with a proportionate part of the tithe rent charge for the period which shall elapse between the half yearly day of payment thereof next preceding the expiration of the said tenancy and the day on which the tenancy shall expire and all

other assessments whatsoever whether present or future (except the Landlords property tax) And will keep in good repair and condition the said messuage and buildings hereby agreed to be let and all the hedges gates and fences belonging to the said premises And will paint all such parts of the said messuage and buildings as have been usually painted as often as occasion may require And also will properly manure the said land and keep and preserve the same clean and in good condition And will not plough break up or convert into tillage or garden ground any part of the said land nor erect any building thereon nor assign or underlet the said premises or any part thereof without the consent in writing of the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the said premises And will not cut down lop bough or trim up destroy or injure any of the trees pollards spires saplings or shrubs standing or growing on the said premises under the penalty of Twenty pounds for every such tree pollard spire sapling or shrub in addition to the actual value thereof And also will on the determination of the tenancy hereby created surrender and yield up the said premises to The Queen's Majesty her heirs or successors or to the said Commissioner or Commissioners or to whom she he or they may appoint in such good repair order and condition as aforesaid And will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter upon and inspect the said premises hereby agreed to be let and in case the said Messuage or any of the buildings or fences shall be in want of repair or if the said land shall not be in a proper state of cultivation and condition and notice of any such matters shall be given to or left upon the said premises for the said Henry Wilcocks his exors and admors he or they will sufficiently repair the same pursuant to such notice within one calendar month from the delivery thereof And also will insure and keep insured in the joint names of Her Majesty her heirs or successors and of the said Henry Wilcocks his exors or admors the said messuage and the buildings thereto belonging against loss or damage by fire in some insurance office to be approved of by the said Commissioner or Commissioners in the sum of Five hundred pounds And in case the said messuage and buildings or any part thereof shall be destroyed or damaged by fire will lay out the insurance money when received in rebuilding or reinstating the same immediately after such destruction or damage shall happen Provided always and these presents are upon this condition that if the said rent of Five pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days whereon the

other assessments whatsoever whether present or future (except the Landlords property tax) And will keep in good repair and condition the said messuage and buildings hereby agreed to be let and all the hedges gates and fences belonging to the said premises And will paint all such parts of the said messuage and buildings as have been usually painted as often as occasion may require And also will properly manure the said land and keep and preserve the same clean and in good condition And will not plough break up or convert into tillage or garden ground any part of the said land nor erect any building thereon nor assign or underlet the said premises or any part thereof without the [illegible] writing of the Commissioners of Her Majesty's Woods Forests and Land Revenues [illegible] being in charge of the said premises And will not cut down [illegible] or lop up destroy or injure any of the [illegible] pollards spires [illegible] standing or growing on the said premises under the penalty [illegible] for every such tree pollard spire sapling or shrub [illegible] actual value thereof And also will on the determination [illegible] hereby created surrender and yield up the said premises [illegible] Majesty her heirs or successors or to the said Commissioners [illegible] to whom she he or they may appoint in such good repair [illegible] aforesaid And will permit the said Commissioners [illegible] agent at any time or times during [illegible] to enter upon and inspect the said premises hereby agreed to be [illegible] the messuage or any of the buildings or fences shall [illegible] in repair or if the said land shall not be in a proper state of cultivation and condition and notice of any such matters shall be given to or left upon the said premises for the said Henry Wilcocks his executors and admors he or they will sufficiently repair the same [illegible] months from the delivery thereof And also will insure and keep insured in the joint names of Her Majesty her heirs or successors and of the said Henry Wilcocks his exors or admors the said messuage and the buildings thereto belonging against loss or damage by fire in some insurance office to be approved of by the said Commissioner or Commissioners in the sum of Five hundred pounds And in case the said messuage and buildings or any part thereof shall be destroyed or damaged by fire will lay out the insurance money when received in rebuilding or reinstating the same immediately after such destruction or damage shall happen Provided always and these presents are upon this condition that if the said rent of Five pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days whereon the



same respectively shall become payable or if the said Henry Wilcocks his executors or admors shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the Queen's Majesty her heirs and successors or the said Commiss^rs or Commissioners on behalf of The Queen's Majesty into or upon the said hereditaments and premises to reenter and retain possession thereof as if these presents had not been made And it is hereby agreed that it shall be lawful for the said Commissioner or Commiss^rs and also for the said Henry Wilcocks to determine this tenancy by giving to the other of them six calendar months previous notice in writing for that purpose which notice may expire at any time of the year And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.—

James K Howard (L.S.)
Henry Wilcocks (L.S.)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
Robert Maryman
Office of Woods, &c
Whitehall place.

Signed sealed and delivered by the within named Henry Wilcocks in the presence of
William Gauvain
Merchant
Alderney

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.

Keeper of the Records.

Correct. 21

Minute or Docquet of Lease dated 31st May 1867 – (Thomas Lawes to Mary Harley Fisher and Jane Fisher) – of Whitley Ridge Lodge and 38. 3. 39 of land. – Term granted – 6¼ years from 1st November 1865 – Rent £200 per ann: and £40 per ann! for each Acre of Meadow or pasture land demised. – Assigned to Miss Jane Fisher – 1 August 1872 – Deed Book 13 p: 282.

Dated 17th November 1866.

New Forest

The Hon.ble James K. Howard (a Commissioner of Her Majesty's Woods, &c)

— to —

Mr Thomas Lawes. –

Lease of Whitley Ridge Lodge and land attached thereto in the New Forest in the County of Hants.

Term – 31 years Commences 25th March 1863. – Expires 25th March 1894.

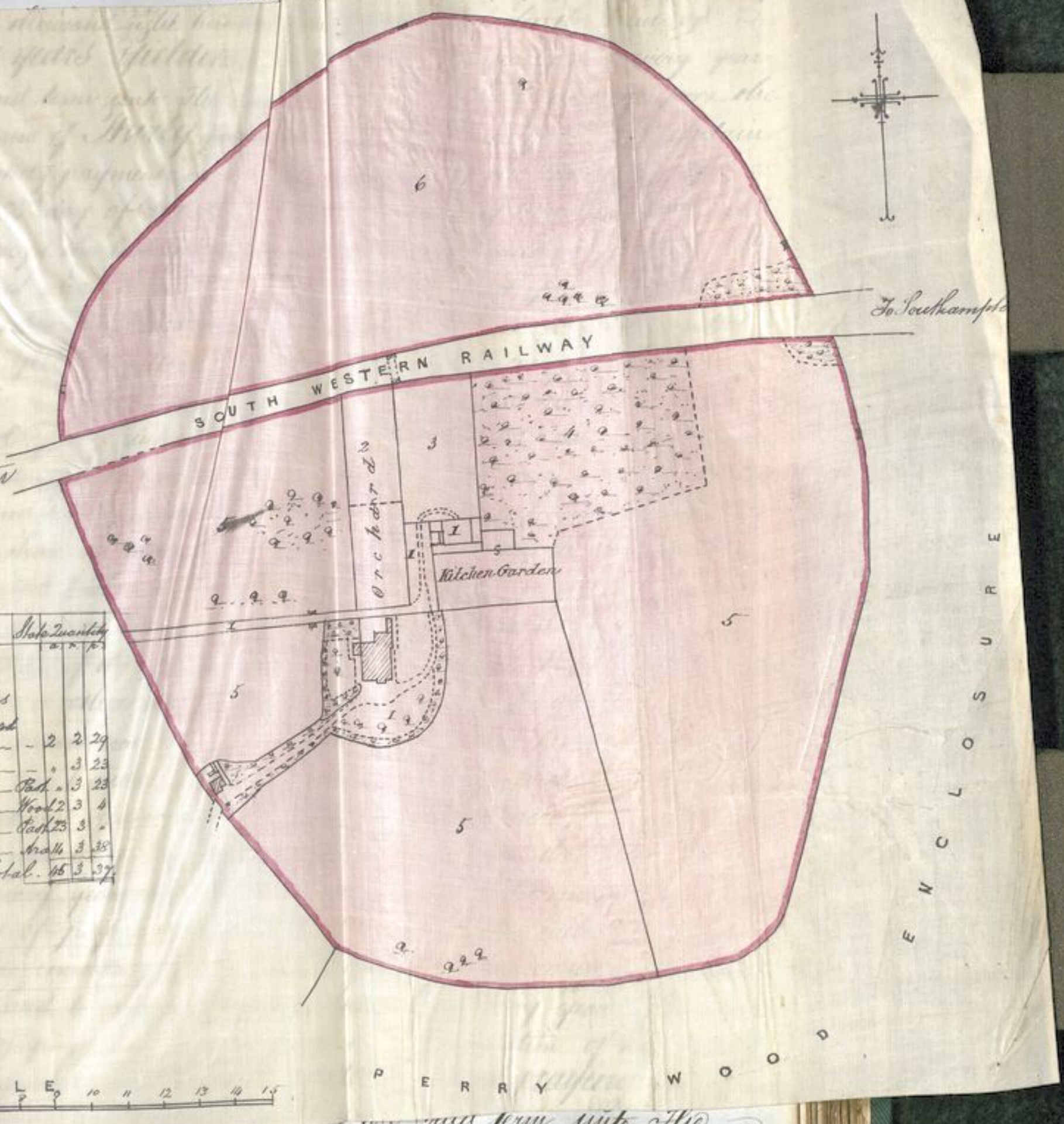
Rent £30 per Annum payable quarterly

This Indenture made the seventeenth day of November One thousand eight hundred and sixty six Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard (the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of (amongst other parts of the Land Revenues of the Crown) Her Majesty's New Forest in the County of Hants with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury) of the second part and Thomas Lawes of No. 65 City Road in the County of Middlesex Feather Merchant of the third part Whereas by an Agreement dated the twenty second day of April One thousand eight hundred and sixty one the said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty in consideration of the Buildings alterations and improvements thereby agreed to be done and executed by the said Thomas Lawes on Whitley Ridge Lodge Farm in Whitley Ridge Walk in the New Forest and for other considerations therein mentioned did agree with the said Thomas Lawes to grant him a Lease of the said Farm in the said Agreement stated to contain by estimation Forty five acres one rood and four perches upon the terms and conditions and subject to the stipulations contained in the said Agreement and one of the conditions of the said Agreement was that on the completion of certain works therein particularly mentioned the said James Kenneth Howard would on behalf of Her Majesty pay to the said Thomas Lawes the sum of One hundred and twenty five pounds And whereas since the date of the said Agreement the terms and conditions thereof have been modified and varied and it has been agreed that the said James Kenneth Howard shall pay to the said Thomas Lawes the sum of One hundred pounds only in full discharge of all and every sum and sums of money so agreed to be paid to him as aforesaid and that the said James Kenneth Howard as such Commissioner as aforesaid shall grant to the said Thomas Lawes a Lease of the messuage tenement or dwelling house called Whitley Ridge Lodge with the Land and premises hereinafter particularly described upon the terms and subject to the covenants conditions and agreements hereinafter particularly set forth Now this Indenture witnesseth that in consideration of the sum of One hundred pounds to the said Thomas Lawes paid by the said James Kenneth Howard on behalf of Her Majesty at or immediately before the execution of these presents the receipt whereof is hereby acknowledged He the said Thomas Lawes Doth hereby acquit release and for ever discharge Her Majesty her heirs and successors and the said Commissioners of Her Majesty's Woods Forests and Land Revenues

and also the said James Kenneth Howard as such Commissioner as aforesaid from all and every sum and sums of money due and owing to him under the said recited Agreement **And this Indenture further witnesseth** that in consideration of the rents hereinafter reserved and of the covenants hereinafter contained on the part of the said Thomas Lawes his executors admors and assigns to be paid observed and performed The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities in him vested or in anywise enabling him in that behalf **Doth** for and on behalf of The Queen's Majesty (by and with the consent & approbation of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under their hands) by these presents demise lease and to farm let unto the said Thomas Lawes his executors admors and assigns **All that** messuage tenement or dwellinghouse called or known as Whitley Ridge Lodge with the entrance lodge, yard garden orchard out houses & buildings and land thereto adjoining and belonging containing by recent admeasurement forty five acres three roods and thirty seven perches or thereabouts situate in Whitley Ridge Walk in the New Forest in the County of Hants as the same are particularly described in the schedule hereunder written and delineated on the plan drawn in the margin hereof and thereon colored red Together with all ways paths passages easements privileges and appurts to the said messuage and premises belonging or appertaining (except nevertheless and always reserved unto the Queen's Majesty Her Heirs and successors all timber and other trees spires saplings and pollards whatsoever growing and being in and upon the said premises and all mines minerals and mineral substances and all stone clay brick and tile earth sand and gravel now being or which shall hereafter be found or discovered in or upon the said premises with full liberty of ingress egress and regress to and for the Officers Agents and Servants of Her Majesty Her heirs and successors by themselves and their Workmen or Servants or Laborers with or without horses carts and carriages from time to time and at all times hereafter to enter into and upon the said premises and there to view fell cut down grub up saw and convert the said timber and other Trees spires saplings and pollards and to dig search for get work dress and make merchantable the said mines minerals mineral substances stone clay brick and tile earth sand and gravel or any part thereof and the said excepted premises or any part thereof respectively to take and carry away and also full liberty of ingress egress and regress for all other reasonable purposes and also to make plans and take surveys of the said premises and of the works erections and buildings from time to time erected

or being thereon **To have and to hold** the said messuage tenement or dwellinghouse yard garden orchard outhouses outbuildings land and premises hereby demised or intended so to be with the appurtenances unto the said Thomas Lawes his executors admors and assigns from the twenty fifth day of March One thousand eight hundred and sixty three for the term of Thirty one years **Yielding and Paying** yearly and every year during the said term unto The Queen's Majesty her heirs and successors the clear rent or sum of **Thirty pounds** of lawful money of Great Britain in equal quarterly payments on the 24th day of June the 29th day of September the 25th day of December and the 25th day of March in each and every year (except the last quarterly payment of the said rent which it is hereby agreed shall be paid on the quarter day next preceding the expiration or other sooner determination of the said term hereby granted) **And also Yielding and paying** yearly and every year during the said term unto The Queens Majesty Her heirs and successors over and above the said yearly rent or sum hereinbefore reserved the rent or sum of Forty pounds of like lawful money aforesaid for every acre of Meadow or pasture Land hereby demised and so in proportion for any greater or less quantity than an acre which at any time during the said term shall be ploughed broken up or converted into tillage or garden ground or used otherwise than as Meadow or pasture land without the license and consent in writing of the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer for the time being exercising the powers now exercised by the said James Kenneth Howard under their or his hands or hand for that purpose first had and obtained the said additional rent or sum of Forty pounds an acre to be from time to time paid quarterly by equal portions at or upon the days of payment aforesaid in every year the first payment thereof to be made on such of the said days of payment as shall first happen after such ploughing breaking up or converting into tillage or garden ground or using the same as aforesaid and to continue payable yearly and every year afterwards on the days of payment aforesaid until the determination of the said term hereby granted **And also Yielding and paying** yearly and every year during the last five years of the said term unto The Queens Majesty Her Heirs and successors over and above the said rents hereinbefore reserved the rent or sum of Ten pounds of like lawful money aforesaid for every acre of Land hereby demised and so in proportion for any greater or less quantity than an acre which the said Thomas Lawes his executors admors or assigns shall during the last five years of the said term without such License or Consent as aforesaid neglect or discontinue to

or being thereon **To have and to hold** the said messuage tenement or dwellinghouse yard garden orchard outhouses outbuildings land and premises hereby demised or intended so to be with the appurtenances unto the said Thomas Lawes his executors admors and assigns from the twenty fifth day of March [illegible] for the term of Thirty one years yielding during the said term yearly the clear rent or sum of [illegible] in equal yearly payments [illegible] Lady Day [illegible] and also [illegible] above the said [illegible] of [illegible] Crops [illegible] as aforesaid [illegible] on the days [illegible] from the date [illegible] said term unto the Queen's Majesty Her Heirs and Successors over and above the said rents hereinbefore reserved the rent or sum of Ten pounds of like lawful money aforesaid for every acre of Land hereby demised and so in proportion for any greater or less quantity than an acre which the said Thomas Lawes his executors admors or assigns shall during the last five years of the said term without such License or Consent as aforesaid neglect or discontinue to



Reference.

No on Plan	Description	State	Quantity a.	r.	p.
1	Whitley Ridge Lodge and Offices Lodge Gate, Lawn Shrubberries Kitchen Garden, Road, Farm Yard and Buildings		2	2	29
2	Orchard			3	23
3	Paddock	Pad.		3	23
4	The Wood	Wood	2	3	4
5	The Park	Pad.	23	3	
6	Part of the Rails	Arable	14	3	38
		Total	45	3	37

cultivate and manure according to the order or course of husbandry hereinafter mentioned the said additional rent of Ten pounds an acre to be from time to time paid quarterly by equal portions at or upon the days of payment aforesaid and the first payment thereof to be made on such of the said days of payment as shall first happen after such neglect as aforesaid and to continue payable yearly and every year on the days of payment aforesaid until the determination of the said term **And also Yielding and Paying** yearly and every year during the said term unto The Queen's Majesty her heirs and Successors over and above the said rents hereinbefore reserved such further yearly rent as will be equal to Five pounds per Cent per Annum upon every one hundred pounds which may from time to time during the said term be laid out or expended by the Commissioners of Her Majesty's Woods Forests and Land Revenues in draining or under draining any part of the land hereby demised the said additional rent of Five pounds per Cent to be from time to time paid quarterly by equal portions at or upon the days of payment aforesaid and the first payment thereof to be made on such of the said days of payment as shall first happen after the day or respective days on which any monies shall have been laid out or expended in draining or underdraining as aforesaid and to continue payable yearly and every year afterwards on the days of payment aforesaid until the determination of the said term which said additional rents or sums of Forty pounds an acre Ten pounds an acre and Five pounds per Cent are not to be considered as reserved by way of penalty or in terrorem but as liquidated and fixed rents agreed to be paid in the cases aforesaid the said yearly rent or sum of Thirty pounds and the said respective additional rents of Forty pounds an acre ten pounds an acre and Five pounds per Cent to be from time to time paid into the hands of the Deputy Surveyor of the New Forest for the time being free and clear of Land tax sewers rate and all other taxes rates charges assessments and impositions whatsoever already taxed charged assessed or imposed or which at any time during the said term may be taxed charged assessed or imposed upon the said premises or any part thereof or upon the said Thomas Lawes his executors admors or assigns in respect thereof or upon the said respective rents or sums hereby respectively reserved or any part of the same by authority of Parliament or otherwise howsoever (Landlords property tax only excepted) **And** the said Thomas Lawes doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty her heirs successors and assigns in manner following viz.t That he the said Thomas Lawes his executors admors and assigns will during the

said term hereby granted well and truly pay unto the Queen's Majesty her heirs and successors the said several rents hereby respectively reserved on the respective days and times and in the manner and proportions hereinbefore appointed for payment thereof and will during the continuance of the said term bear pay and discharge the land tax sewers rate and all other taxes rates charges assessments and impositions of what nature or kind soever already taxed charged rated assessed or imposed or which at any time during the said term shall be taxed charged rated assessed or imposed upon the said premises or any part thereof or upon the said Thomas Lawes his executors admors or assigns in respect thereof or upon the said respective rents or sums hereby severally reserved or any part of the same respectively by authority of Parliament or otherwise howsoever (Landlords property tax only excepted) And will from time to time and at all times during the said term when and as often as need or occasion shall require at his and their own proper costs and charges well and sufficiently repair or cause to be repaired and kept in good and substantial repair the said dwellinghouse outhouses entrance Lodge and outbuildings and all and singular other the premises hereby demised and all new and additional erections buildings or other works which may at any time hereafter during the said term hereby granted be erected or built in or upon the said premises together with all fixtures and other things thereunto belonging And will well and sufficiently repair maintain scour cleanse drain and keep all and every the ways paths passages waters watercourses walls gates stiles posts pales rails hedges ditches sluices sewers drains gutters bridges fences mounds banks embankments and inclosures of or belonging to the said premises or any part thereof or which shall be made erected or set up in or upon the same at any time during the said term in by and with all manner of needful and necessary reparations and amendments whatsoever (without having or taking off or from the said premises any timber — bole, hedge — bole or any other bole or boles or any estovers or Timber whatsoever for the same being allowed by the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid for the time being sufficient Timber in the rough for and towards all such repairs And will at the end or other sooner determination of the said term leave surrender and yield up all and singular the said premises and all new erections fixtures and other things therein in good and sufficient repair and condition unto the Queen's Majesty her heirs or successors And will permit and suffer the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or

Officer aforesaid or their or his Surveyors or surveyor Agent or Agents at reasonable and convenient times in the daytime once in every year or oftener as they or he may think fit during the said term to enter into and upon and to survey examine and inspect the said premises hereby demised and see the state of the repairs and condition thereof and to take any Map or plan of the same and see the cultivation of the said Lands and in case the same or any part thereof shall be found defective out of repair or not in good order and condition as aforesaid and notice thereof in writing from the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer as aforesaid or their or his Surveyors or Surveyor for the time being respectively or such other person or persons as they or he shall appoint shall be given to the said Thomas Lawes his executors admors or assigns or be left at or on the said premises to or for the said Thomas Lawes his executors admors or assigns together with a particular account of the repairs and amendments necessary or proper to be done in and upon the same premises then and in every such case the said Thomas Lawes his executors admors and assigns shall within the space of three Calendar months next after every such notice shall have been so given or left as aforesaid or such further time as shall be specified in every such Notice repair amend and put all and every the same premises in good order repair and condition pursuant to such notice under the inspection and to the satisfaction of the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid or their or his Surveyors or Surveyor for the time being respectively or such other person or persons as shall be appointed by them or him for that purpose (notice for the repairs of Buildings to be delivered sometime in March April or May and Notice for repairing hedges ditches and other fences to be delivered in October or November) and in case such repairs shall not be well and sufficiently done within the time expressed in any such Notice as aforesaid it shall be lawful for the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid or their or his Surveyors or Surveyor for the time being respectively to direct the same to be done by such person or persons as they or he shall think fit to employ therein and it shall be lawful for such person or persons with Servants Workmen and others to enter into or upon the said premises or any part thereof to make the repairs aforesaid in accordance with such directions as aforesaid and it shall be lawful for the Commissioners

of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Office aforesaid on behalf of Her Majesty respectively to charge the said Thomas Lawes his executors admors and assigns with the expense of such repairs as additional rent due in respect of the said premises and the same shall and may be recovered by distress or otherwise as rents in arrear are recoverable And that the said Thomas Lawes his executors admors and assigns will at his and their own costs and charges insure and during the continuance of the term hereby granted keep insured in some Insurance Office in London or Westminster to be approved of by the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Office aforesaid the said messuage tenement or dwellinghouse outhouses out-buildings and all other erections and buildings now or at any time hereafter to be erected standing or being in or upon the said premises against loss or damage by fire in a sum which the said Commissioners or other the Commissioner or Officer aforesaid shall deem to be not less than three fourths of the value of the said messuage tenement or dwellinghouse and buildings such Insurance to be effected in such name or names as the said Commiss^rs or other the Commissioner or Officer aforesaid shall direct And in default of any such direction in the name of the said Thomas Lawes his executors admors or assigns and will from time to time produce to the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid for the time being if and when required so to do the policy of Insurance and the receipt for the premium which shall have last become payable thereon And that in case the whole or any part of the said premises shall be destroyed or damaged by fire the money that shall be received by virtue of such Insurance shall be applied in making good the damage sustained by the said premises but the said yearly rent or rents or any part thereof shall not be discontinued but shall be paid as if no such fire had happened, and that if the money to be received in respect of such Insurance shall be found insufficient for that purpose then and in that case the said Thomas Lawes his executors admors or assigns shall and will make good the deficiency out of his or their own monies and shall within one year from the date of such fire happening complete the repairs required in consequence of any such damage And that he the said Thomas Lawes his executors admors or assigns shall and will yearly during the said Term imbarn lay up and stack in the Barns Outhouses and other convenient places upon or belonging to the said premises all the Corn Grain and Hay which shall grow or be produced or gotten upon the said Farm and lands and will from time to time consume upon the said premises all the hay and straw Chaff and other fodder arising from such Corn and Grain and shall in a proper and

husbandlike manner yearly during the said term carry out spread expend and bestow in and upon the said premises or such part or parts thereof as shall most need or require the same all the Dung Compost and Manure arising or proceeding from such Hay Straw Chaff or other Fodder as aforesaid or which shall be made or gathered in or upon the same premises And will at all times during the said term drep manure improve farm cultivate and manage all and singular the said lands according to the best and most improved system of modern husbandry and according to their several natures and qualities and in particular not to have more than one half of the arable land under White Crop in the same year or take two successive white or exhausting crops from the same land unless preceded by two successive green crops both properly cleaned drilled and manured or after a green crop cleaned drilled and manured which shall have followed in immediate succession after a clover crop fully manured and unless both such white crops shall be sown in rows and be horse or hand hoed and cleaned and that the second of such white crops and also each White crop when taken without having been preceded by two such drilled green crops shall always be succeeded by a drilled green crop properly cleaned and manured or by sown Grasses or Clover And will during the said term use his and their best endeavours to preserve and keep from destruction spoil and damage all the Timber Trees and other Trees Spires and Saplings growing or standing on the said demised premises but the said Thomas Lawes his executors admors or assigns shall not be required to enclose such Trees in rails or other Fences And will permit and suffer the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid or their or his Surveyors or Surveyor for the time being or any of them and all other necessary parties at any time or times during the said term to enter into and upon the said premises to fell or cut down or cause to be felled or cut down any Timber or other Trees Pollards Spires or Saplings standing growing or being in or upon the said premises and (if necessary) to sell and dispose of the same by Public Auction or otherwise upon the said premises and to carry away the same without making any allowance to the said Thomas Lawes his executors admors or assigns for any damage which shall or may be occasioned thereby provided the same be done at the proper and accustomed seasons of the year and with proper care so as not to cause any unnecessary or avoidable injury to the said lands and premises And will not at any time during the said term plough break up or convert into tillage or garden ground or use otherwise than as meadow or pasture land any

of the Meadow or pasture lands hereby demised without the license and consent in writing of the said Commissioners of Her Majesty's Woods Forests & Land Revenues or other the Commissioner or Officer aforesaid or their or his Surveyor's or Surveyor for the time being respectively for that purpose first had and obtained And will not cut down fell or destroy any Timber or other Tree Spire Saplings or pollards which now are or at any time hereafter during the said term shall be growing standing or being upon the said premises And that in case the said Thomas Lawes his executors admors and assigns or any of them shall cut down fell or destroy any Timber or other Tree Spire Sapling or pollard then and in every such case the said Thomas Lawes his executors admors and assigns shall and will forfeit and pay unto The Queen's Majesty her heirs and successors the sum of Twenty pounds for every timber tree and the sum of Ten pounds for every other tree spire sapling or pollard which shall be so cut down felled or destroyed over and above and in addition to the actual value of each of such Timber or other Tree Spires Saplings or pollards respectively which said sums of Twenty pounds for each Timber Tree and Ten pounds for each other Tree Spire Sapling or pollard shall be so paid not by way of penalty but as liquidated damages now agreed to be paid in every such case and shall not be liable to be reduced altered or diminished by any Court of Law or Equity under any pretence whatever And will not at any time during the said term strip lop top or otherwise damage or cause or suffer to be stripped lopped topped or otherwise damaged any timber trees or other trees spires or saplings fit or likely to be become timber And will not at any time during the said term commit any waste spoil or destruction whatsoever upon the said lands and premises or any part thereof by digging any pit or pits in or upon the said lands and premises or any part thereof (except pits for drinking places for cattle or for marling the said lands) and will not take or remove or suffer to be taken or removed from the said premises any mineral coal marble lime-stone or other stone gravel sand brick-earth clay loam marl or other soil or material whatsoever (except marl for dressing the said lands and materials for repairing the roads) without the License and Consent in writing of the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid or their or his Surveyors or Surveyor first had and obtained and will not do suffer or commit any other waste spoil or destruction whatsoever in or upon the said demised premises And will not during the last five years of the said term sow plant or cultivate on any part of the said lands and premises two crops in succession of any of the kinds or description usually denominated white or exhausting crops (that is to say) wheat oats barley rye hemp flax

stazles or wood in any two successive years without a fallow or a green or ameliorating crop properly hoed intervening between such two white crops (every such green or ameliorating crop to be eaten and consumed on the said premises) and will not plant or cultivate more than one crop of potatoes in any one field or parcel of the said premises (garden ground only excepted) during the last five years of the said term **And** will not at any time during the said term cut any of the trees shoots from stools or young plants to be left or planted upon the said premises under pretence of thinning them or their being decayed or for any other reason whatsoever without the authority of the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid for the time being or their or his surveyors or surveyor for the time being first had and obtained and that all such trees or plants as shall be cut under such authority shall belong to the Queen's Majesty her heirs and successors **And** will at the commencement of the last year of the said term lay down or cause to be laid down with Spring or Lent Corn (such as Barley or Oats) such part of the land and premises as shall have been cultivated for Green Crops or fallow in the preceding season with a sufficient quantity of good Clover and other Grass seeds to be paid for by Her Majesty her heirs or successors or by the succeeding or incoming Tenant of the said premises provided the same shall not have been fed or depastured with Sheep Horses or any kind of Cattle (other than Pigs well ringed) after the twenty ninth day of September next preceding the expiration of the said term hereby granted **And** will permit and suffer Her Majesty her heirs and successors or the succeeding or incoming Tenant or Tenants as aforesaid on or at any time after the 24th day of August next preceding the expiration of the said term and his or their Servants or Agents with Carts Horses ploughs and other necessary implements to enter upon the lands which shall have been in Corn or pulse Crops during the previous season or from which a Clover Crop shall have been twice mown or which shall have been sown in the last year of the term with green crops after the same shall have been taken and break up fallow plough dung manure sow and otherwise prepare the same for cultivation without making any recompense or satisfaction to the said Thomas Sawes his executors admors or assigns in respect thereof and will find and provide in the Farm-house or Homestead and Outhouses on the said premises necessary convenient and reasonable room and accommodation for the Officers and Workmen of Her Majesty her heirs and successors or for such succeeding or incoming Tenant or Tenants and for his her or their Servants and Horses from and after the respective times of entry aforesaid to the

end of the said term without any abatement of rent or other deduction or allowance to him the said Thomas Lawes his executors admors or assigns for the same and will permit and suffer the Officers Servants and Workmen of Her Majesty her heirs or successors or such succeeding or incoming Tenant or Tenants and her his or their Servants or Agents to carry out and spread the dung and manure remaining and being in the Farmyards and other parts of the said premises to and upon the lands so to be ploughed upon as aforesaid the value of such dung and manure being paid for according to a valuation to be made as hereinafter mentioned **And** will on the determination of the term hereby granted leave and yield up to Her Majesty her heirs or successors or to the succeeding or incoming Tenant such part of the last year's crop of Hay and Straw and all such dung compost or manure as shall then be remaining and shall not have been consumed on the premises upon being paid for the same according to the valuation to be made by two competent persons one to be chosen by the said Thomas Lawes his executors admors or assigns and the other to be chosen by or on behalf of Her Majesty her heirs or successors or other the person or persons taking or entering upon the said premises And in case the said two persons so named shall disagree as to the amount of such valuation then the same shall be referred to the valuation of a third competent person to be chosen by the two so first chosen before entering upon their valuation And in case either party shall neglect or refuse to name a Valuer for the purposes aforesaid for fourteen days next after notice in writing from the other of them requiring the same (such Notice to be left at the last known or usual place of abode or business of the party to whom the same may be directed and to contain the name and description of the Valuer appointed by the party giving such Notice) then such Valuation shall be made by the party named in such Notice and the Valuation so to be made by the said two Valuers or by one of them in case of default as aforesaid or by their Umpire as the case may be shall be binding and conclusive upon all parties And the submission hereby made may be made a Rule of Her Majesty's Court of Exchequer **And** that he the said Thomas Lawes his executors admors or assigns will not at any time or times during the said term erect build or set up upon the said farm and lands or any part thereof any erection or building whatsoever without the previous consent in writing of the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or other Officer for the time being aforesaid first had and obtained **And** will not at any time during the said term assign or underlet to any person or persons whomsoever the said messuage tenement or dwellinghouse land and premises hereby demised or any part thereof for

all or any part of the term hereby granted without the licence and consent in writing of the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid first had and obtained And will at his and their own costs and charges within the space of six Calendar months from the date hereof cause or procure this present Indenture of Lease to be inrolled in the Office of Land Revenue Records and Inrolments and a Minute or Docket thereof to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues and at his and their like costs and charges cause or procure every Assignment and Underlease which may at any time hereafter be made of the premises hereby demised to be in like manner within six Calendar months from the respective date thereof inrolled in the said Office of Land Revenue Records and Inrolments and Minutes or Dockets thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided **always And it is hereby declared and agreed** that if it shall happen that the said yearly rent or sum of Thirty pounds or any part of the same or the said additional rents or sums of Forty pounds an Acre Ten pounds an Acre and Five pounds per Cent or any part or parts of the same respectively shall be unpaid for the space of Sixty days next over or after any of the days or times hereinbefore appointed for payment thereof or in case the said Thomas Lawes his executors admors and assigns shall not well truly and effectually observe perform and keep all and every the covenants conditions and agreements in these Presents contained and which on the part and behalf of the said Thomas Lawes his executors admors and assigns are or ought to be observed performed fulfilled and kept or in case the said Thomas Lawes his executors admors or assigns shall be found or declared Bankrupt or Insolvent under any Act relating to Bankrupts or Insolvents or in case any vesting order shall be obtained against him or them in any proceedings in Bankruptcy or Insolvency whether any declaration or adjudication in Bankruptcy or Insolvency shall be afterwards superseded or annulled or such vesting Order shall be discharged or a revesting Order be obtained or not then and in any of the said cases it shall and may be lawful for Her Majesty her heirs successors or assigns into and upon all and singular the said demised premises or any part thereof in the name of the whole to reenter and therefrom to expel put out and remove the said Thomas Lawes his executors admors and assigns and all other occupiers of the said demised premises and thenceforth to retain repossess and reenjoy the same as fully and

Inrolled pursuant to an order thereof made or filed by me. 5th December 1866. Stavell Keeper of the Records.

effectually to all intents and purposes as if these presents had never been made **And** the said James Kenneth Howard as * * * * * * * such Commissioner as aforesaid **Doth** hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments **In witness** whereof the said James Kenneth Howard and Thomas Lawes have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

No. on plan	Description	State	Quantity A	R	P.
1.	House and Offices Entrance Lodge Lawn Shrubberies, Kitchen Garden Road, Farm Yard and Buildings		2	2	29.
2	Orchard		"	3	23
3	Paddock	Pasture	"	3	23
4	The Wood	Wood	2	3	4
5	The Park	Pasture	23	3	0
6	Part of the Rails	Arable	14	3	38
		A	45	3	37

I Certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me. H.G. Howlett Keeper of the Records. 5th December 1866.

James K. Howard (L.S.)
Thomas Lawes (L.S.)

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Robert Maryman, Office of Woods &c - Whitehall place.

Signed sealed and delivered by the within named Thomas Lawes in the presence of - Robert Maryman, Office of Woods &c., Whitehall Place

Received the day and year first within written of and from the within named James Kenneth Howard the sum of One hundred pounds being the consideration money within expressed to be paid by him to me. — £100.

Thomas Lawes.

Witness
Robert Maryman