

W. Howard
28/9/70

Dated 1st
October 1869

C^o of Hants

The Hon^{ble}
James K.

Howard a
Commis^r of
Her Majesty's
Woods, &

Articles of Agreement made the first day of October One thousand eight hundred and sixty nine Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests & Land Revenues having the management and direction of the Land Revenues of the Crown in the County of Hants on behalf of Her Majesty of the second part and Alexander Bagot of Bagmar Terrace, Southsea in the County of Hants a Colonel in Her Majesty's Army of the third part.

— and —
Colonel Bagot

Agreement
for the erection
of certain additions
and improvements
to Lady Cross
Lodge & buildings
in New Forest
and for the grant
of a Lease thereof

Whereas Her Majesty is seized in right of Her Crown of the inheritance in fee simple of all that messuage called Lady Cross Lodge with the Stable Barn New house Cart shed and Pig sty thereto belonging And also all these pieces of land held with the said messuage containing sixty nine acres one rood and twenty two perches or thereabouts which said premises are situate in Lady Cross Walk in the Parish of Boldre in the said County of Hants and are delineated and colored red on the plan annexed to these Presents And whereas the said Alexander Bagot has proposed to enlarge and improve the said messuage and buildings and to enter into the covenants hereinafter contained and improvements with reference thereto and also to take a lease of the said premises for the term hereinafter mentioned and subject to the covenants hereinafter contained which proposal has been assented to by the said James Kenneth Howard and has been approved of by the Commissioners of Her Majesty's Treasury signified by their Warrant dated the 30th day of September 1869 Now these Presents witness and the said James Kenneth Howard as such Comm^r as aforesaid doth hereby on behalf of the Queen's Majesty covenant with the said Alexander Bagot ^{his heirs & assigns and the said Alexander Bagot} doth hereby for himself his heirs execs and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say

1. The said Alexander Bagot will within the period hereinafter mentioned erect execute and perform such additions and improvements to the said messuage and buildings as shall be approved of by the Comm^r or Comm^{rs} hereinafter mentioned in a substantial and workmanlike manner with new and sound materials of all sorts according to such plans designs and specifications as shall have been previously proposed and submitted by the said Alexander Bagot to & approved of by the Comm^r or Comm^{rs} for the time being of Her Majesty's Woods Forests & Land Revenues having the management and direction of the said premises who are hereinafter called "the said Commissioner or Commissioners" and will erect complete and finish the said additions and improvements in all respects

Lease dated 21
March 1873 Int^l
at p. 278.

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Howard
the presence

to the satisfaction of the said Comm^r or Comm^s and will lay out and expend in building and completing the said additions and improvements the sum of One thousand pounds at the least previously to the tenth day of October in the year One thousand eight hundred and seventy one and if required will produce to the said Commissioner or Commissioners proper Vouchers for such expenditure.

2. If in the course of building and completing the said additions & improvements or the sewers and drains and other appurtenances thereto or in repairing the fences of the said land the said Alexander Bagot shall make use of any materials which in the judgment of the said Comm^r or Comm^s or his or their Architect shall be unsound or unfit for the purpose intended or if any deviation shall be made in the buildings from the plans, designs or specifications which may have been approved of as aforesaid the said Alexander Bagot will immediately upon notice signed by the said Comm^r or Comm^s or his or their Architect requiring him so to do remove all such materials as shall be considered unsound or unfit and substitute such sound and fit materials as shall be approved of by the said Comm^r or Comm^s or Architect and correct such deviation as aforesaid and if the said Alexander Bagot shall neglect to substitute such sound and fit materials in the room of such as may be unsound or unfit or to correct such deviation as aforesaid from the said approved designs plans or specifications for the space of seven days after notice then it shall be lawful for the Officers and Workmen acting under the authority and direction of the said Commissioner or Commissioners to remove such unsound and unfit materials and to substitute such as shall be sound and fit in the stead thereof and also to correct every such deviation from the said approved plans designs and specifications and all such monies and expenses as may be laid out and incurred by the said Commissioner or Commissioners or by his or their order in relation to such matters shall be paid by the said Alexander Bagot his execs or admors and may be recovered by distress in the same manner as the rents hereby agreed to be paid are recoverable.

3. The said Alexander Bagot will not undercut the said premises or any part thereof nor burn bricks or tiles thereon nor make any excavations upon any part of the said land nor remove any sand gravel clay or brick earth therefrom except for the purpose of forming the foundation of any building or of sinking wells or turning or making arch vaults sewers drains or cesspools and will not make any assignment of or any charge upon this Agreement.

4. The said Alexander Bagot will forthwith insure from damage by fire the said messuage and buildings and also will insure all other buildings

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NOTION

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to be erected on the said premises from the time at which such last ment^d buildings have been respectively roofed in in such Public Insurance Office as the said Comm^r or Comm^{rs} shall approve of in the joint names of the Queen's Majesty her heirs or successors and of the said Alexander Bagot in a sum of money equal to three fourths at the least of the full value thereof and will increase such insurance as the same messuage and buildings approach to completion and will whenever required produce to the said Comm^r or Comm^{rs} the Policy or Policies of such insurance and the receipt or receipts for the premium and duty for the current year and in case default shall be made in effecting such insurance or in producing such policy or policies and receipt or receipts the said Comm^r or Comm^{rs} may insure the said messuage and buildings or such of them as to which default shall have been so made in the insurance thereof and the monies and expenses to be paid and incurred in so doing may be recovered by distress and in case the said messuage and buildings or any of them shall be destroyed or damaged by fire the said Alexander Bagot will lay out to the satisfaction of the said Comm^r or Comm^{rs} or his or their Architect to be testified by some writing under his or their hand or hands all the monies which shall be received or recovered by virtue of any such insurance immediately after the receipt thereof together with ^{all} such further sum or sums of money as may be requisite for the purpose in rebuilding repairing or reinstating the messuage or building so destroyed or damaged.

5. Upon the production by the said Alexander Bagot of a Certificate signed by the Architect of the said Comm^r or Comm^{rs} testifying that the said additions and improvements have been built and completed and that the several stipulations herein contained have been complied with and fulfilled the said Comm^r or Comm^{rs} will grant to the said Alexander Bagot or his nominee or nominees and his or their executors and assigns a lease of the said messuage buildings and land to hold the said premises unto the said Alexander Bagot or his nominee or nominees and his or their executors and assigns from the tenth day of October 1819 for the term of thirty one years or for so many years of the said term as at the time of the granting of such lease may be unexpired at the yearly rent of Fifty pounds to be paid by quarterly payments on the 5th day of January the 5th day of April the 5th day of July and the 10th day of October in every year and such lease shall contain covenant on the part of the Lessee for the payment of the rent thereby reserved and of all taxes and assessments whatsoever for keeping the said messuage and buildings in good and substantial repair during the whole term and for the insurance thereof against loss or damage by fire in the amounts hereinbefore mentioned and in accordance with the covenant hereinbefore contained and not to

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N E W C O P P I C E P L A N T A T I O N



R E F E R E N C E

No.	Name and Description	State of Culture	Quantity
1	Dwelling house & Garden Yard Stables Barn Carpenters Dog Kennel &c	Roofed	2
2	Orchard		2
3	The Rails	Ro. Inct	56 2
4	Wood Ground	Drained	2 1
5	The Meadow		1 2
6	Front Ground		2 0
7	The House Ground	Mead	2 1
8	The Barre Ground	Ara	2 0
9	The Lower Field	Mead	2 2
TOTAL			69 1

SCALE. THREE

CHAINS TO AN INCH.

carry on any trade or business in the said messuage but to permit the same to be used as a private residence only unless with the consent in writing of the said Commissioner or Commissioners and such other covenants and conditions as are usually inserted in Leases of a similar nature granted of hereditaments forming part of the Land Revenues of the Crown.

6. The said Alexander Bagot will accept the Lease to be granted as aforesaid and will execute the same and a duplicate thereof and will during the period which may elapse between the 10th day of October One thousand eight hundred and sixty nine and the grant of such Lease pay to Her Majesty at the times and in the manner hereinbefore mentioned the same amount of yearly rent as is hereinbefore agreed to be reserved by such Lease and in case of default in payment of such rent for twenty days next after the same shall have become due it shall be lawful for the said Comm^r or Comm^{rs} to recover the same by distress upon any goods chattels and effects of the said Alexander Bagot wherever the same may be found and by the sale thereof and also the expenses of such distress and sale and will also during the like period pay all rates, taxes, tithes tithie rent charges and other outgoings for the said land and premises.

7. The said Alexander Bagot will not require any title to be shewn to the premises to be demised as aforesaid.

8. The Lease hereinbefore agreed to be granted shall be prepared in duplicate in the Office of the Commissioners of Woods, Forests and Land Revenues and the costs and expenses of drawing engrossing and completing the same and of this Agreement and of duplicates thereof and the costs and charges of the Architect of the said Comm^r or Comm^{rs} and all other costs and expenses incident to this Agreement shall be paid by the said Alexander Bagot.

9. In case the said Alexander Bagot shall make default in the performance of all or any of the covenants on his part hereinbefore contained it shall be lawful for Her Majesty Her Heirs and Successors and for the said Comm^r or Comm^{rs} to enter into and upon and retain possession of the said premises and of all such buildings and materials as may then be found upon the said land for the absolute use of Her Majesty her Heirs and Successors.

10. All notices consents and approvals to be given under this Agreement shall be in writing and (save as to such notices as are hereinbefore otherwise provided for) shall be signed by the Comm^r or Comm^{rs} and all such notices shall be either delivered to the said Alexander Bagot his executors or admors or left for him or them at his or their usual or last known place of residence or business in England or on the said premises hereby agreed to be demised.

11. Nothing in these presents contained shall be construed into a demise at law of the premises hereby agreed to be demised or any part thereof so as to vest any estate in the said Alexander Pagot his executors or admors but that he and they shall only have a right to enter upon the said premises for the purpose of performing this Agreement.

And the said James Kenneth Howard doth hereby direct that this Agreement 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 second and third parts have hereunto set their hands and seals the day and year first above written.

James K (Lt) Howard

Alexander (Lt) Pagot
Colonel B. P. C. H. M. S. I. Army

Signed sealed and delivered by the within named James Kenneth Howard in the presence of
Louisa Howard
East Woodhay - Hants.

Signed sealed and delivered by the within named Alexander Pagot in the presence of
Joseph S. Blake
4 Sussex Terrace, Southsea
Clerk in Holy Orders, M. A.

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

15th Nov: 1869.

H. G. Hewlett
Keeper of the Records

Sched 1869/70

Dated 19th
October 1869.

County of Hants.

M^r. Edward
Newman and
others

— (1) —

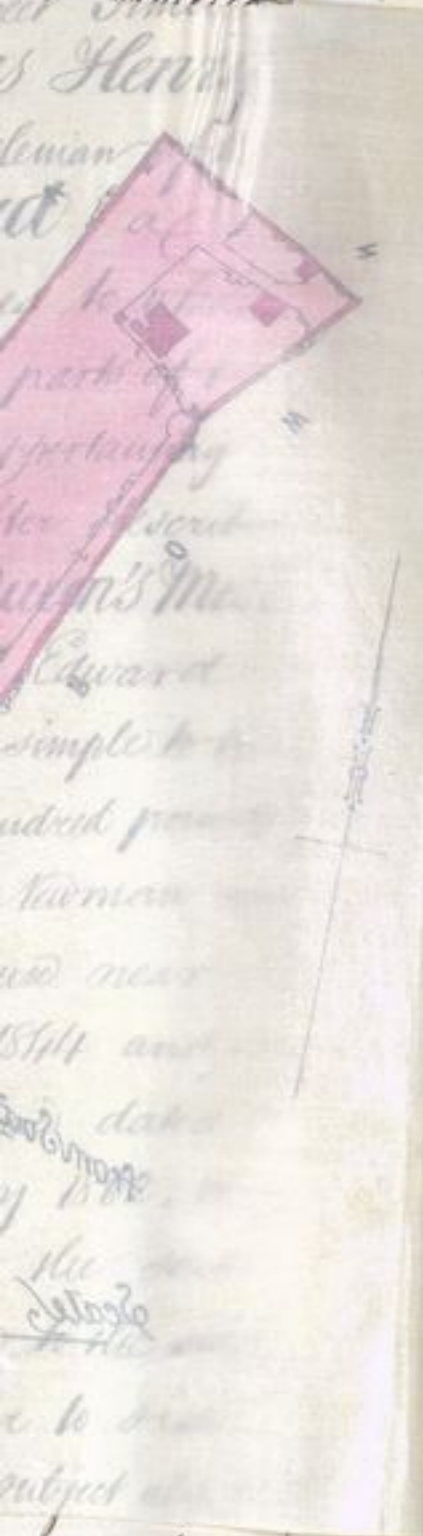
The Queen's
Most Excellent
MajestyConveyance
of a messuage and
Land at Creech near
Southwick.

Conson L450.

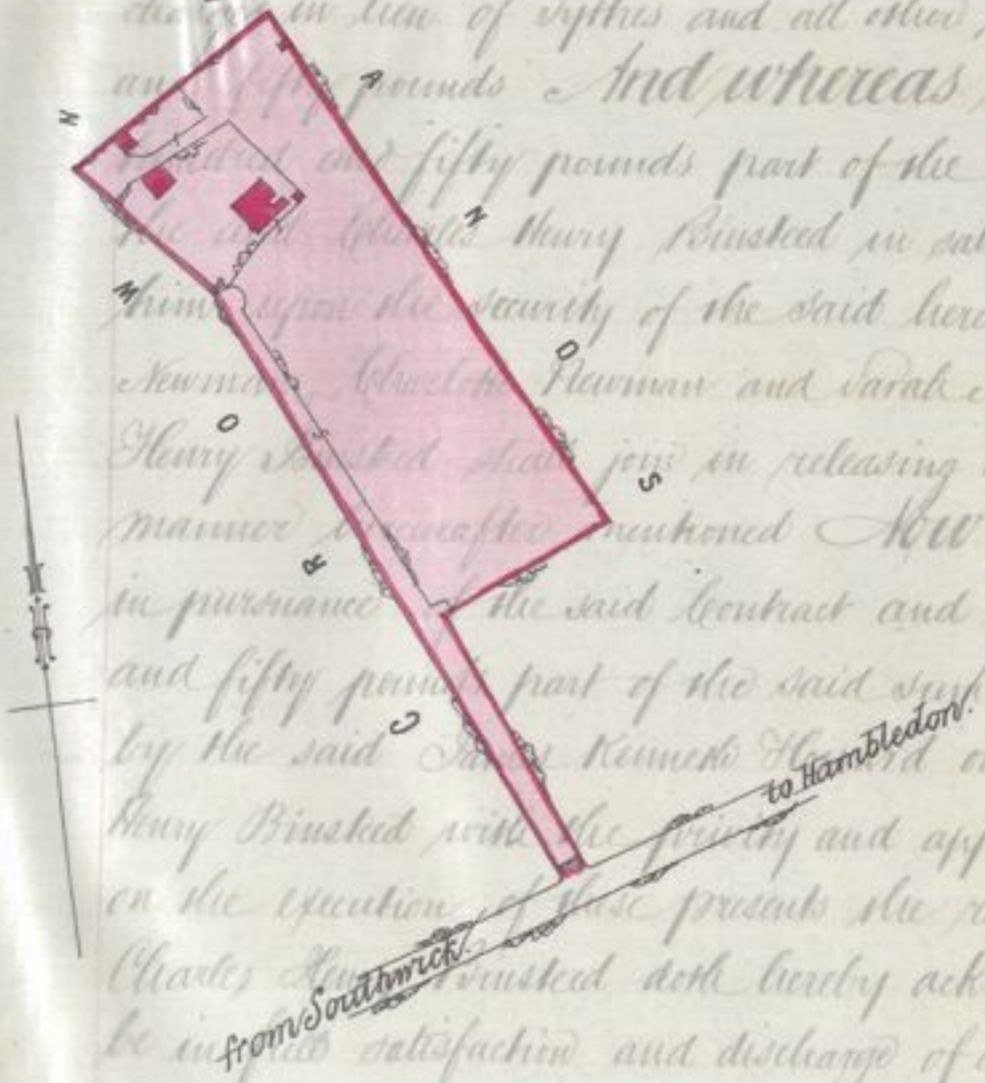
THIS INSTRUMENT made the 19th day of October One thousand eight hundred and sixty nine **Between** Edward Newman of Creech House Barn Green near Houndean in the County of Southampton Gentleman of the first part **Fanny Newman** of Creech House aforesaid Spinster **Charlotte Newman** of Creech House aforesaid Spinster and **Sarah Newman** of Creech House aforesaid Spinster of the second part **James White Morey** of Upper Elbury Street Simlico in the County of Middlesex Surgeon of the third part **Charles Henry Binsted** of Portsmouth in the County of Southampton Gentleman of the fourth part **The Honorable James Kenneth Howard** a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom have 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 the hereditaments hereinafter described on behalf of The Queen's Majesty of the fifth part and **The Queen's Most Excellent Majesty** of the sixth part **Whereas** the said Edward Newman is seized of or entitled for an estate of inheritance in fee simple to the hereditaments hereinafter described subject to a legacy of five hundred pounds bequeathed to each of them the said Fanny Newman, Charlotte Newman and Sarah Newman by the Will of Edward Newman late of Creech House near Southwick in the County of Hants dated the 9th day of January 1844 and subject also to certain Mortgages of the same hereditaments and legacies dated respectively the 31st day of January 1862 the 21st day of February 1862, the 16th day of May 1863 and the 16th day of March 1863 made by the said Edward Newman party hereto Fanny Newman and Sarah Newman to the said James White Morey for securing various sums amounting together to six hundred and sixty five pounds seven shillings and interest and subject also to certain mortgages dated the 28th day of August 1869 the 31st day of August 1869 and the 26th day of August 1869 of the same hereditaments and legacies made to the said Charles Henry Binsted for securing various sums amounting altogether to the sum of two hundred and thirty five pounds nineteen shillings and six pence and interest **And whereas** the legacies bequeathed to the said Fanny Newman Charlotte Newman and Sarah Newman have been fully paid and satisfied as they do hereby admit and acknowledge **And whereas** the said sum of six hundred and sixty five pounds seven shillings secured to the said James White Morey and all interest thereon have previously to the date of these presents been fully paid and satisfied as he doth hereby admit and acknowledge and the said Charles Henry Binsted has received the sum of one hundred pounds part of the said sum of two hundred and thirty five pounds nineteen shillings and six pence secured to him as

aforsaid as he doth hereby admit and acknowledge *And whereas* the said James Kenneth Howard under the powers of an Act of Parliament of the King George 4th Chapter 50 and of another Act of the 14th and 15th years of the reign of Her present Majesty Chapter 42 and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant has contracted with the said Edward Newman for the purchase on behalf of Her Majesty of the hereditaments hereinafter described and intended to be hereby conveyed and the fee simple and inheritance thereof free from titles and rent charges in lieu of tythes and all other incumbrances for the price of four hundred and fifty pounds *And whereas* it has been agreed that the sum of One hundred and fifty pounds part of the said purchase money shall be paid to the said Charles Henry Binsted in satisfaction of the balance remaining due to him upon the security of the said hereditaments and that the said Fanny Newman, Charlotte Newman and Sarah Newman James White Morey and Charles Henry Binsted shall join in releasing and conveying the said hereditaments in manner hereinafter mentioned *Now this Indenture witnesseth* that in pursuance of the said contract and in consideration of the sum of One hundred and fifty pounds part of the said sum of four hundred and fifty pounds paid by the said James Kenneth Howard on behalf of Her Majesty to the said Charles Henry Binsted with the privity and approbation of the said Edward Newman on the execution of these presents the receipt of which said sum the said Charles Henry Binsted doth hereby acknowledge and doth declare the same to be in full satisfaction and discharge of all principal and interest monies remaining due and owing to him upon security of the hereditaments hereinafter mentioned under or by virtue of the said Indentures of the 23rd day of August 1869 the 31st day of August 1869 and the 26th day of August 1869 as hereinbefore mentioned And also in consideration of the sum of three hundred pounds the remainder of the said sum of four hundred and fifty pounds paid by the said James Kenneth Howard on behalf of Her Majesty to the said Edward Newman party hereto on the execution of these presents the receipt of which said sum by the said Edward Newman doth hereby acknowledge and from the said respective sums of one hundred and fifty pounds and three hundred pounds the said Charles Henry Binsted and the said Edward Newman do respectively acquit & discharge the Queen's Majesty her heirs and successors and also the said James Kenneth Howard as such Commissioner as aforsaid They the said Fanny Newman Charlotte Newman and Sarah Newman and also the said James White Morey and Charles Henry Binsted so far as regards their respective estates rights and interests in the hereditaments hereinafter described and at the request of the said Edward Newman party hereto testified by his executing these Presents Do and every of them doth grant release and convey and the said Edward Newman

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Binsted has
two hundred
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aforsaid as he doth hereby admit and acknowledge *And whereas* the said James Kenneth Howard under the power of an Act of Parliament of the King George 4th Chapter 50 and of another Act of the 11th and 15th years of the reign of Her present Majesty Chapter 42 and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant has contracted with the said Edward Newman for the purchase on behalf of Her Majesty of the hereditaments hereinafter described and intended to be hereby conveyed and the fee simple and inheritance thereof free from titles and rent charges in lieu of tithes and all other incumbrances for the price of four hundred and fifty pounds *And whereas* it has been agreed that the sum of One



hundred and fifty pounds part of the said purchase money shall be paid to the said Charles Henry Binsted in satisfaction of the balance remaining due to him upon the security of the said hereditaments and that the said James Newman Charlotte Newman and Sarah Newman James White Morey and Charles Henry Binsted shall join in releasing and conveying the said hereditaments in manner hereinafter mentioned *Now this Indenture witnesseth* that in pursuance of the said contract and in consideration of the sum of One hundred and fifty pounds part of the said sum of four hundred and fifty pounds paid by the said James Kenneth Howard on behalf of Her Majesty to the said Charles Henry Binsted with the joining and approbation of the said Edward Newman on the execution of these presents the receipt of which said sum the said Charles Henry Binsted doth hereby acknowledge and doth declare the same to be in full satisfaction and discharge of all principal and interest monies remaining due and owing to him upon security of the hereditaments hereinafter mentioned and Scate's 3 Chains to an Inch indentures of the 28th day of August 1869 the 31st day of August 1869 and the 26th day of August 1869 as hereinbefore mentioned and also in consideration of the sum of three hundred pounds the remainder of the

said sum of four hundred and fifty pounds paid by the said James Kenneth Howard on behalf of The Queen's Majesty to the said Edward Newman party hereto on the execution of these presents the receipt of which said sum by the said Edward Newman doth hereby acknowledge and from the said respective sums of one hundred and fifty pounds and three hundred pounds the said Charles Henry Binsted and the said Edward Newman do respectively acquit & discharge the Queen's Majesty her heirs and successors and also the said James Kenneth Howard as such Commissioner as aforesaid They the said James Newman Charlotte Newman and Sarah Newman and also the said James White Morey and Charles Henry Binsted so far as regards their respective estates rights and interests in the hereditaments hereinafter described and at the request of the said Edward Newman party hereto testified by his executing these Presents Do and every of them doth grant release and convey and the said Edward Newman

Both grant release and confirm unto The Queen's Majesty her heirs and
 successors **All that** messuage or tenement known as Cruck House with
 the Coachhouse Stable Cart and few shed gardens and pasture land thereto
 belonging And also the road or lane leading thereto on the west side thereof
 containing altogether three acres and eleven perches or thereabouts situate within
 the liberty of Cruck being Extra parochial in the County of Southampton and
 now or lately in the occupation of Mr Reeves Together with all buildings &
 fisheries trees hedges ditches ways waters watercourses mines minerals easements
 rights members and appurtenances whatsoever to the said hereditaments belonging
 or reputed to belong And all the estate right title interest property claim and
 demand whatsoever of the said several parties hereto of the first, second, third
 and fourth parts in or to the said hereditaments which said messuage and land
 intended to be hereby conveyed are delineated and colored pink on the plan in
 the margin hereof **To have and to hold** the said hereditaments and
 premises hereinbefore expressed to be hereby conveyed freed and discharged
 from all tithes and rent charges in lieu of tithes and also freed & discharged
 from the said Legacies of five hundred pounds each bequeathed to the said
 Fanny Newman, Charlotte Newman and Sarah Newman as aforesaid and all
 claims and demands in respect thereof and freed and discharged from all
 principal monies and interest secured to the said James White Morey and
 Charles Henry Binsted respectively by the several Indentures hereinbefore
 mentioned or referred to and from all claims and demands on account thereof
 unto and to the use of The Queen's Majesty her heirs and successors for ever
 as part of the Possessions and good Revenues of the Crown **And** each of
 them the said parties to these presents of the second, third and fourth parts
 so far only as regards her and his acts and deeds doth hereby for herself &
 himself and her and his heirs executors and administrators covenant with The Queen's Majesty
 her heirs and successors that they the said covenanting parties have not done
 or been party or privy to any act or thing whereby they or either of them
 are or is or can be prevented from conveying the hereditaments hereinbefore expressed
 to be hereby conveyed in manner aforesaid or whereby the said hereditaments are
 or may be impeached charged affected or incumbered in title estate or otherwise
And the said Edward Newman doth hereby for himself his heirs executors
 and administrators covenant with The Queen's Majesty her heirs and successors that
 notwithstanding any act or thing done or permitted by the said Edward Newman
 or by Edward Newman deceased the Testator hereinbefore mentioned he the
 said Edward Newman party hereto and also the said parties to these
 presents of the second third and fourth parts now have good right and
 full power to grant and convey the hereditaments hereinbefore expressed
 to be hereby conveyed to the use of The Queen's Majesty her heirs and

successors in manner aforesaid and that the same premises shall at all
 times remain and be to the use of The Queen's Majesty her heirs and successors
 and be quietly entered into and held and enjoyed and the rents and
 profits thereof received accordingly without any lawful interruption or
 disturbance by the said Edward Newman party hereto or any person lawfully
 or equitably claiming through or in trust for him or through or in trust for
 the said Edward Newman deceased and that free and discharged from or
 otherwise by the said Edward Newman party hereto his heirs executors or
 administrators sufficiently indemnified against all estates incumbrances claims
 and demands created occasioned or made by the said Edward Newman party
 hereto or the said Edward Newman deceased or either of them or any person
 lawfully or equitably claiming through or in trust for them or either of them
 And further that he the said Edward Newman and his heirs and every
 person having or lawfully or equitably claiming any estate right title or interest
 in or to the said premises through or in trust for the said Edward Newman
 party hereto or the said Edward Newman deceased will at all times at the
 request of the Commissioners for the time being of Her Majesty's Woods, Forests,
 and Land Revenues or either of them or 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 the further or more perfectly assigning all or
 any part of the said premises to the use of The Queen's Majesty her heirs
 and successors as by the said Commissioner or Commissioners or Law Officers
 shall be required And lastly that he the said Edward Newman party hereto
 his heirs or assigns will at all times at the like request and costs produce
 to the said Commissioner or Commissioners or Law Officers or to such person or
 persons as he or they may require or at any trial or hearing or examination in
 any Court of Law or other judicature or elsewhere as occasion may require all
 or any or either of the several herinbefore recited Indentures and all other
 deeds and instruments relating to the said hereditaments and premises intended
 to be hereby conveyed for the support of the title and possession of The Queen's
 Majesty her heirs and successors or any such person as aforesaid and will at
 all times at the like request and costs make and furnish to the said
 Commissioner or Commissioners or Law Officers or such person as aforesaid such
 true copies attested or unattested of the same deeds and writings or any of
 them as he or they may require and will in the meantime keep the
 same deeds and writings safe and undefaced unless prevented 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 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 fourth and fifth parts have hereunto set their hands and seals the day and year first above written.

Edward (H) Newman Sarah (S) Newman
Fanny (H) Newman James White (H) Morey James K (S) Howard
Charlotte (S) Newman (S) C H Binsteed

Signed sealed and delivered by the within named Edward Newman in the presence of - W. Hoakes, Clerk to Messrs Binsteed & Elliott, Solicitors, Portsmouth.

Signed sealed and delivered by the within named Fanny Newman in the presence of - W. Hoakes, Clerk to Messrs Binsteed & Elliott, Solicitors, Portsmouth.

Signed sealed and delivered by the within named Charlotte Newman in the presence of - W. Hoakes, Clerk to Messrs Binsteed & Elliott, Solicitors, Portsmouth.

Signed sealed and delivered by the within named Sarah Newman in the presence of - W. Hoakes, Clerk to Messrs Binsteed & Elliott, Solicitors, Portsmouth.

Signed sealed and delivered by the within named James White Morey in the presence of - Edwin Low, Sol^r 12 Bread St. London

Signed sealed and delivered by the within named Charles Henry Binsteed in the presence of J. J. Elliott, Sol^r, Portsmouth.

Signed sealed and delivered by the within named James Kenneth Howard in the presence of J. Russell Sowray - Office of Woods, P. - Whitehall Place.

Received the day and year first within written of the within named James Kenneth Howard the sum of One hundred and fifty pounds being the consideration money within mentioned to be paid by him to me } £150

Witnesses C. H. Binsteed
J. J. Elliott

Received the day and year first within written of the within named James Kenneth Howard the sum of three hundred pounds being the consideration money within mentioned to be paid by him to me. } £300

Witnesses W. Hoakes Edward Newman } £450

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.
17th Nov^r 1869
H. G. Hewlett
Keeper of the Records.

Dated 20th October 1869

C^o of Southampton

The Acting Executor of the Will of Sir Charles Newthorpe Bart., deceased

(to)

The Queen's most Excellent Majesty.

Surrender of Lease

(See in original)

For Indenture of Lease dated 2nd April 1863, vide Deed Book 11 pp: 266.
Ditto — Ditto — 20th Feb^r 1865 - vide, Deed Book 12 pp: 54.

Dated 29th October 1869.

This Indenture

made the twenty ninth day of October One thousand eight hundred and sixty nine Between Sir Charles Wentworth Dilke of Slough Bart in the County of Middlesex Baronet of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of certain parts of the Land Revenues of the Crown including the hereditaments hereinafter described acting under the powers of an Act of the 10th George 4th Chapter 50 and of another Act of the 14th and 15th years of the reign of Her present Majesty Chap: 112 of the second part and The Queen's Most Excellent Majesty of the third part Whereas by an Indenture of lease dated the 2nd day of April 1863 expressed to be made between the Queen's Majesty of the first part the said James Kenneth Howard of the second part and Sir Charles Wentworth Dilke Baronet since deceased of the third part the right of shooting killing and carrying away the game upon certain enclosures belonging to Her Majesty in Alice Holt Forest in the County of Southampton called Glenberie Willow Green Abbots Wood Goose Green and the Straights containing together One thousand two hundred and fifty six acres and within several pieces of land containing forty four acres adjoining Glenberie Enclosure was demised to the said Sir Charles Wentworth Dilke his executors admors and assigns from the fifth day of April One thousand eight hundred and sixty three for the term of six years and three hundred and two days at the yearly rents thereby reserved and subject to the covenants therein contained And whereas by another Indenture of Lease dated the twentieth day of February One thousand eight hundred and sixty five expressed to be made between the same persons as are parties to the before recited Indenture a messuage called Holt Lodge with the Cottages and buildings adjoining situate in the Parish of Binstead in the County of Southampton and certain pieces of land containing 35 acres therein particularly described and also the right of hunting shooting and sporting over certain plantations within the boundaries of the then late Forest of Alice Holt known as Great Lodge and Holt Pound enclosures and within seven hundred acres of land adjoining and also the right of fishing in Holt Pond were demised to the said Sir Charles Wentworth Dilke his executors admors and assigns from the twenty ninth day of September One thousand eight hundred and sixty three for twenty one years and one hundred and twenty five days at the yearly rents thereby reserved and subject to the covenants therein contained And whereas the said Sir Charles Wentworth Dilke died on the tenth day of May 1869 having made his Will dated the 24th day of November 1864 and appointed his eldest son the said Sir Charles Wentworth Dilke party hereto and also Henry Inoche and John Inoche Executors thereof and the said Will was duly proved in the Principal Registry of Her Majesty's Court of

C^o of Southampton

The Acting Executor of the Will of Sir Charles Wentworth Dilke Bart, deceased

(to)

The Queen's Most Excellent Majesty.

Surrender of Leases

(sic in orig)

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of land

Probat on the 20th day of July 1869 by the said Sir Charles Wentworth
 Dilke party hereto alone a power being reserved to the other Executors to
 prove the same **And whereas** shortly before the death of the said
 Sir Charles Wentworth Dilke proposals were made by him to and
 accepted by the said James Kenneth Howard for the surrender of the
 hereinafore recited Indenture of the second day of April 1863 and for the
 grant to him of a new lease of certain other land belonging to Her Majesty
 containing one hundred and seven acres one rood and ten perches in the
 said Parish of Binsted and the right of sporting over the land containing
 one thousand two hundred and fifty six acres hereinafore mentioned for the
 term of sixteen years from the first day of February one thousand eight
 hundred and sixty nine but such Surrender and new Lease have not been
 completed **And whereas** the said Sir Charles Wentworth Dilke party hereto
 has requested the said James Kenneth Howard to accept on behalf of Her
 Majesty a Surrender of the Leases hereinafore recited and to release the
 Executors of the said Sir Charles Wentworth Dilke deceased from the contract
 made by the said Testator for the grant of a new lease as aforesaid and
 the said James Kenneth Howard with the approbation of the Commissioners
 of Her Majesty's Treasury has agreed so to do **Now this Indenture**
witnesseth that in pursuance of the said Agreement He the said
 Sir Charles Wentworth Dilke party hereto **Doth** hereby with the consent of
 the said James Kenneth Howard testified by his executing these Presents and
 also with the consent of the Commissioners of Her Majesty's Treasury signified
 by their Warrant Surrender and yield up to the Queen's Majesty her heirs
 and successors **All and singular** the rights of Shooting hunting
 and sporting **And all and singular** the mesuages lands and hereditaments
 demised by the several Leases of the 2nd day of April 1863 and the
 20th day of February 1865 hereinafore recited and all the term right &
 interest of the said Sir Charles Wentworth Dilke party hereto therein and
 thereto and doth also release to the Queen's Majesty her heirs and successors
 all the right and interest of the said Sir Charles Wentworth Dilke
 party hereto in the contract made with the said Sir Charles Wentworth Dilke
 deceased for the grant of a new lease as hereinafore is mentioned **To**
the intent and purpose that the term and interest granted by the said
 Indentures and all such other right and interest as aforesaid may be merged
 and extinguished in the freehold and inheritance of the said premises now
 vested in the Queen's Majesty **And this Indenture further witnesseth**
 that for the consideration aforesaid He the said James Kenneth Howard
 doth on behalf of Her Majesty and with the consent of the Commissioners
 of Her Majesty's Treasury release the said Sir Charles Wentworth Dilke party
 hereto his heirs executors and assigns and also the estate of the said

Sir Charles Wentworth Dilke deceased from the Contract made by the said Sir Charles Wentworth Dilke deceased for the acceptance of the Lease hereinafore mentioned and from all claims and demands in respect of the said Contract. And the said Sir Charles Wentworth Dilke party hereto doth hereby for himself his heirs executors and admors covenant with the Queen's Majesty her heirs and successors that he the said Sir Charles Wentworth Dilke party hereto hath not done or been party or privy to any act or thing whereby he is or can be prevented from surrendering and releasing the premises hereinafore expressed to be hereby surrendered and released in manner aforesaid. 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 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 and second parts have hereunto set their hands and seals the day and year first above written.

Charles W. Dilke (S)
 James K Howard (S)

Signed sealed and delivered by the above named Sir Charles Wentworth Dilke in the presence of

W M Hadgate
 110 Craven Street
 Strand
 Solicitor.

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

J Russell Sowray
 Office of Woods &
 Whitehall Place

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.

H. G. Hewlett
 Keeper of the Records

5th November 1869

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Dated 18th November 1869.
Dean Forest
Gavellers House
and Premises
Lindsey Winterbotham Esq^r with the direction of the Trustees of the Gloucestershire Banking Company

The Queen's Majesty.

Covenant for payment of an additional rent of £12 for these premises from 29th September 1869

His Indenture made the eighteenth day of November One thousand eight hundred and sixty nine **Between** the within named Lindsey Winterbotham of the first part the said Lindsey Winterbotham, Samuel Bowly of the Horse Pools in the Parish of Sainswick in the County of Gloucester and Thomas Marling of the City of Gloucester Esquires (the Trustees of the Gloucestershire Banking Company) of the second part the within named James Kenneth Howard as such Commissioner as within expressed of the third part and **The Queen's Majesty** of the fourth part **Whereas** since the date and execution of the within written Indenture of Lease (which is dated the twenty second day of June 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 Nathaniel Hartland the said Lindsey Winterbotham and Samuel Jones of the third part) the within named Nathaniel Hartland and Samuel Jones have died, and the said Samuel Bowly and Thomas Marling have been appointed Trustees (jointly with the said Lindsey Winterbotham) of the said Banking Company in the place of such two deceased Trustees **And whereas** the said Trustees having lately laid out and expended the sum of Three hundred pounds and upwards in certain additions and improvements to the within demised messuage buildings and premises have requested the said James Kenneth Howard as such Commissioner as within expressed to repay them the sum of Two hundred pounds towards such outlay which he with the assent of the Lords Commissioners of Her Majesty's Treasury hath agreed to do upon the said Lindsey Winterbotham entering into the Covenant hereinafter contained for payment of an additional yearly rent of Twelve pounds for the said premises from the twenty ninth day of September last **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the sum of Two hundred pounds to them the said Lindsey Winterbotham, Samuel Bowly and Thomas Marling as such Trustees as aforesaid in hand well and truly paid by the said James Kenneth Howard as such Commissioner as aforesaid the receipt whereof is hereby acknowledged He the said Lindsey Winterbotham at the request and by and with the consent and approbation of the said Samuel Bowly and Thomas Marling testified by their executing these presents **Doth** hereby for himself his heirs executors and admors covenant with The Queen's Majesty her heirs and successors that he the said Lindsey Winterbotham his executors admors or assigns or the Trustees or Trustee for the time being of the Gloucestershire Banking Company will pay to The Queen's Majesty her heirs and successors from and after the twenty ninth day of September One thousand eight hundred

I certify that a duplicate of this deed has been deposited in the office of
Said Record Records and Shroton and an entry hereof made & filed by me.
1st Decr 1869
W. G. Stewart
Keeper of the Records

and sixty nine during the remainder of the term granted by the within
 written Indenture in addition to the yearly rents thereby reserved the further
 yearly rent of Twelve pounds on the days and in the manner mentioned in
 the said Indenture for payment of the yearly rent of Fifty pounds thereby
 reserved without any deduction or abatement whatsoever except Property tax
 And further that His Queen's Majesty her heirs and successors shall and
 may have and exercise the same right of recovry in to and upon the heredit
 demised by the within written Indenture under the power for that purpose
 therein contained in case of non payment of the said yearly rent of Twelve
 pounds for the space of twenty days and all other rights and remedies for
 recovering the same additional rent as are now existing with reference to the
 yearly rent of Fifty pounds reserved by the same Indenture in the same
 manner in all respects as if the said additional yearly rent of Twelve pounds
 had been reserved by the said Indenture 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 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
 and third parts have hereunto set their hands and seals the day and year
 first above written.

L. Winterbotham
 Saml Bowly
 Thomas Marling
 James K Howard

Signed sealed and delivered by the above named Lindsey Winterbotham in
 the presence of - G. A. Tucker of Gloucester, Banker

Signed sealed and delivered by the above named Samuel Bowly in the presence
 of - G. A. Tucker

Signed sealed and delivered by the above named Thomas Marling in the
 presence of - G. A. Tucker

Signed sealed and delivered by the above named James Kenneth Howard in
 the presence of - A. Russell Lowry, Office of Woods & Whitehall Place

Received the day and year first above written of and from the
 above named James Kenneth Howard the sum of Two hundred
 pounds being the consideration money above mentioned to be
 paid by him to us

£200

Witness
 G. A. Tucker
 L. Winterbotham
 Saml Bowly
 Thomas Marling

I certify that a duplicate of this deed has been deposited in the office of
 Land Revenue Records and Inrolments and an entry hereof made or put by me.
 1st Decr 1869
 W. H. Stewart
 Keeper of the Records

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Dated 30th November 1869.

Co^y of Southampton

The Hon^{ble} James H. Howard as Commis^r of Her Majesty's Woods &

To

William Henry Melvill Esq^r

Lease of Holt Lodge and Land in the Parish of Binsted and also the right of shooting over certain Land in the late Forest of Alice Holt.

Comm^d 1st Aug^t 1869 Term of years 15² Expires 1st Feb^r 1885

Rent £250 per Annum

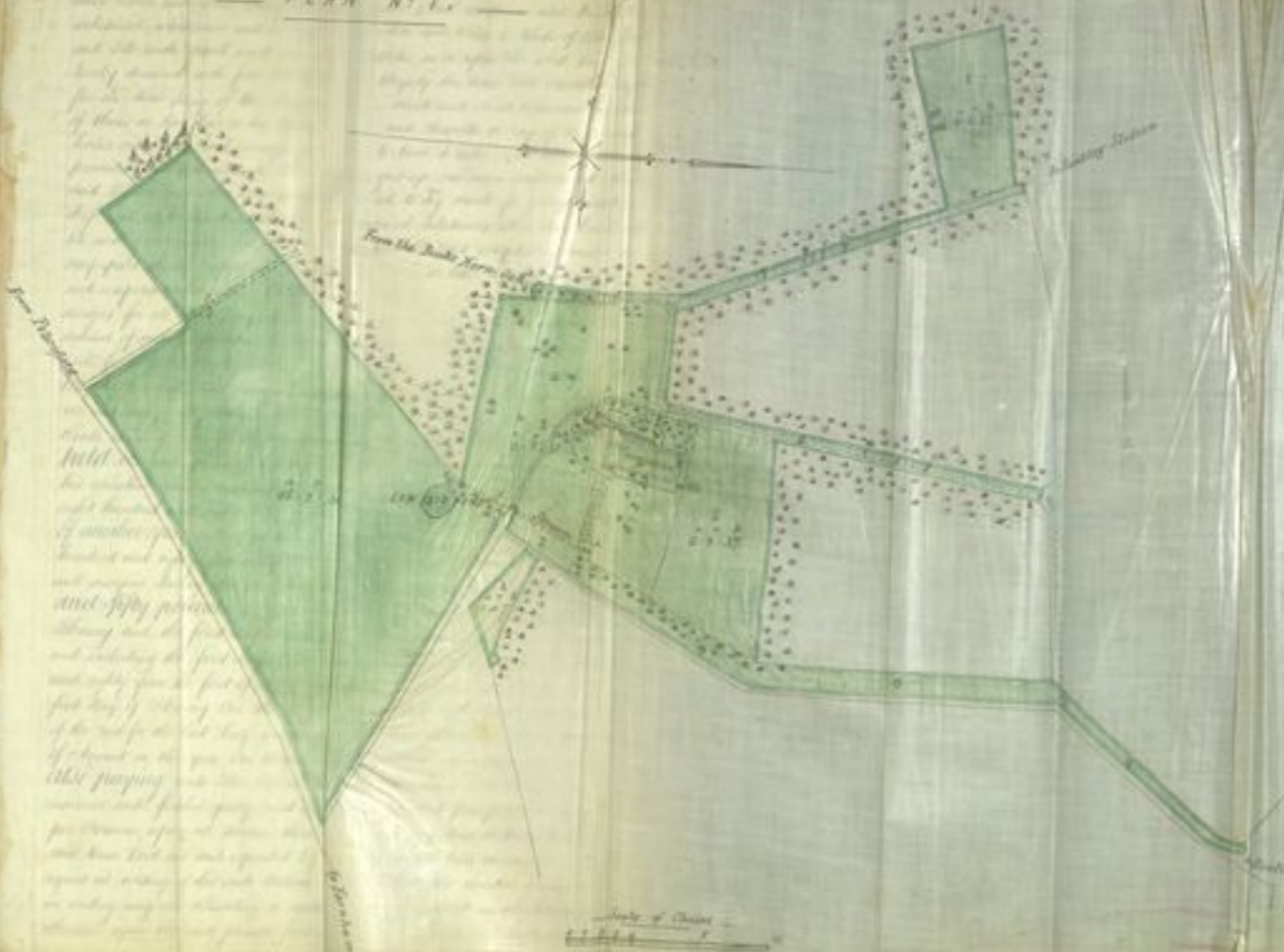
This Indenture made the thirtieth day of November One thousand eight hundred and sixty nine Between **The Queen's Most Excellent Majesty** of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom have been assigned the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the Land and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto 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 **William Henry Melvill** of Beaufort Gardens, Brompton in the County of Middlesex Esquire Barrister at Law of the third part **Witnesseth** that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said William Henry Melvill to be paid and performed the said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament passed in the tenth year of the reign of His late Majesty King George the fourth Cap: 50 and of an Act passed in the fifteenth year of the reign of Her present Majesty Chapter 112 and of all other powers and authorities enabling him so to do **Doth** on behalf of The Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrants demise and lease unto the said William Henry Melvill his executors admors and assigns **First All that** Messuage or dwellinghouse called Holt Lodge with the Cottages and Outbuildings adjoining and belonging thereto or held therewith **And also All those** several pieces or parcels of land near or adjoining thereto containing together thirty nine acres three roods and thirty perches or thereabouts **And also** all that piece of land containing forty five acres two roods and twenty perches or thereabouts called Lodge Plain Piece which said heredit^s are situate in the Parish of Binsted in the County of Southampton and are specified in the Schedule hereunder written together with the exclusive right of hunting fowling shooting and sporting within and over the said piece of land called Lodge Plain piece **And secondly** the exclusive right of hunting fowling shooting and sporting upon and over **All those** pieces of land called Great Lodge Inclosure and Holt Pond Inclosure containing together with the said Lodge Plain piece Seven hundred acres or thereabouts situate at Alice Holt in the County of Southampton **And also** the right of fishing in Holt Pond near to the said last mentioned land which said first mentioned messuage and land are delineated and colored green on the plan N^o 1 and which said land secondly hereinafore described is colored red on the plan N^o 2 respectively annexed to these presents Except and reserving unto The Queen's Majesty her heirs and

From

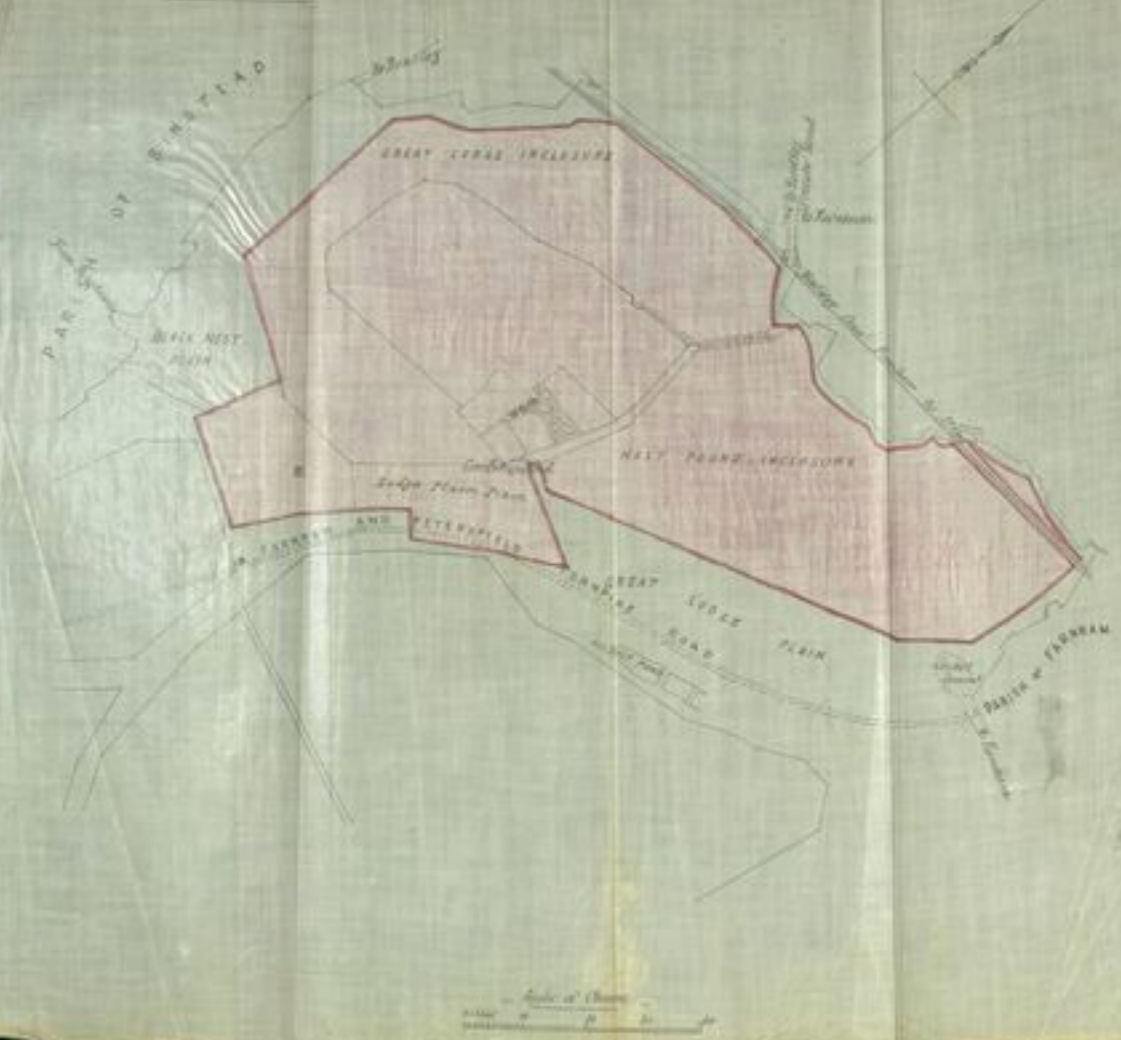
42

successors out of the premises first hereinafore described All Timber and
other Trees and Trees likely to become Timber And all Mines and Mineral
substances whatsoever and all quarries of Stone and Veins or Beds of Clay brick
and Tile earth gravel sand and other substrata in or upon the said land
and hereby demised with full liberty for Her Majesty her heirs and successors and
for the time being of Her Majesty's Woods Forests and Land Revenues or either
of them or her them or his Officers Agents and Servants or any of them with
horses cattle carts and carriages from time to time to enter upon the said
premises hereby demised to view cut down grub up saw work and convert the
said Timber and other trees as aforesaid and to dig search for get up work
dref and make merchantable the said mineral substances Stone clay brick and
tile earth gravel sand and other substrata and the said excepted premises or
any part thereof respectively to carry away doing as little damage as may be
and compensating the said William Henry Melvill his executors admors and
assigns for all such (if any) damage that may be done to him or them the
amount of such Compensation being in every case settled by the Receiver of Crown
rents for the County of Hants in case of difference And also reserving to Her
Majesty her heirs and successors and to her and their Tenants and Agents the
use and enjoyment jointly with the said William Henry Melvill of the several
Roads running through the said land hereby demised **To have and to**
hold the said premises hereby demised unto the said William Henry Melvill
his executors admors and assigns from the first day of August One thousand
eight hundred and sixty nine for the term of **Fifteen years and one half**
of another year ending on the first day of February One thousand eight
hundred and eighty five **Paying** therefor unto The Queen's Majesty her heirs
and successors during the said term the clear yearly rent of **Two hundred**
and fifty pounds by equal half yearly payments upon the first day of
February and the first day of August in every year of the said term up to
and including the first day of August in the year One thousand eight hundred
and eighty four the first of such payments to become due and be made on the
first day of February One thousand eight hundred and seventy and the payment
of the rent for the last half year of the said term to be made on the first day
of August in the year One thousand eight hundred and eighty four **And**
also paying unto The Queen's Majesty her heirs and successors in like
manner such further yearly rent as will be equal to five pounds per Centum
per Annum upon all Monies that may be at any time or times during the
said term laid out and expended by Her Majesty her heirs or successors at the
request in writing of the said William Henry Melvill his executors admors or assigns
in erecting any new Building or making any improvement in the Buildings or
otherwise upon the said premises first hereinafore described such last mentioned

PLAN N^o 1.



PLAN N^o 2.



rent to commence from the half yearly day of payment next after the day
 or respective days on which such new Buildings or improvements shall
 have been completed and thenceforth to continue payable on the days aforesaid
 during the remainder of the said term And also paying yearly in
 like manner during the said term unto the Queen's Majesty her heirs and
 successors the further yearly rent of Forty pounds for every acre of land
 hereby demised which consists of meadow or pasture land and so in
 proportion for any less quantity than an acre thereof which at any time
 shall be ploughed broken up or used otherwise than as meadow or pasture
 land without the license in writing of the said James Kenneth Howard
 or other the Commr. or Commrs. for the time being of Her Majesty's Woods Forests
 and Land Revenue, having the management and direction of the premises
 hereby demised who are hereinafter called the said Commr. or Commrs.
 the said additional rent of forty pounds per acre to be paid half yearly
 at or upon the days of payment aforesaid the first payment thereof to
 begin and be made on such of the said days of payment as shall next
 happen after the said additional rent shall have been incurred which
 said rent of forty pounds per acre is not to be considered as reserved by way
 of penalty but as a liquidated and fixed rent agreed to be paid in the case
 aforesaid all which said several rents hereinbefore reserved or such of them
 as may from time to time be payable are to be paid into the hands of
 Her Majesty's Receiver for the time being of the rents and profits of the
 said premises free from all present and future rates charges assessments and
 other impositions whatsoever excepting Landlords Property Tax And the
 said William Henry Melvill for himself his heirs executors and admors
 doth hereby covenant with the Queen's Majesty her heirs and successors
 in manner following that is to say that he the said William Henry
 Melvill his heirs admors and assigns will pay unto the Queen's Majesty
 her heirs and successors the said yearly rents or sums hereby reserved
 and (if and when the same shall become payable) the said several
 additional rents hereby reserved upon the respective days and in the
 manner aforesaid and will during the said term pay the land tax tithes
 rent charges in lieu of tithes drainage or sewer rates and all other taxes
 charges rates assessments and impositions whatsoever now or at any time
 hereafter to be taxed charged rated assessed or imposed in respect of the
 said first mentioned premises except the Landlords Property tax together
 with a proportionate part of such rates taxes and assessments up to the
 day of the expiration or determination of the said term And will from
 time to time as occasion may require well and substantially repair and
 keep in good and substantial repair the said messuage and other buildings

Kenneth

and premises first hereby demised together with all fixtures therein and also the walls gates stiles mounds banks and bridges hedges and fences thereto belonging And also the several roads running through or upon the said land hereby demised except the road leading from Bucks Horn Oak to Bentley Station and will properly paint and tar such parts of the said first mentioned messuage buildings and fences as have been usually painted and tarred And will once in every year in a proper manner clear out & cleanse all the ditches watercourses sluices sewers and drains belonging to the said first mentioned premises And in case the said William Henry Melvill his executors admors or assigns shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid it shall be lawful for the said Comm^r or Comm^{rs} to cause the same to be done and to charge the expense thereof to the said William Henry Melvill his executors admors or assigns which may be recovered as rent hereby reserved and in arrear And also that he the said William Henry Melvill his executors admors and assigns will forthwith insure and at all times keep insured the said messuage and buildings hereby demised and other buildings that may at any time during the said term be erected on the said first mentioned premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said William Henry Melvill his executors admors and assigns in one of the public Offices of Insurance to be approved of in writing by the said Comm^r or Comm^{rs} in the sum of seven hundred and fifty pounds at the least and will whenever required so to do shew to Her Majesty's said Receiver of the said premises for the time being the Policy of Insurance and the receipt for the premium which shall have become payable in respect of such insurance for the current year And in default of such insurance being effected by the said William Henry Melvill his executors admors or assigns or of his or their producing such Policy or receipt as aforesaid then the Queen's Majesty her heirs or successors or the said Comm^r or Comm^{rs} shall be at liberty to insure the said messuage and buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned And all monies to be paid by Her Majesty her heirs or successors or by the said Comm^r or Comm^{rs} for such insurance shall be recoverable as rent hereby reserved and in arrear And in case the said messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such insurance shall forthwith be applied in rebuilding & reinstating the same to the satisfaction of the said Comm^r or Comm^{rs} or his or their Surveyor and in case the monies to be received by virtue of such

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the day shall as aforesaid only in his and of land so in time pasture toward Woods Forests premises annually roof to next which by way in the case of them ends of of the rents and and the admors successors Henry Majesty owed several in the titles or taxes by time of the together to the from in and buildings

insurance shall not be sufficient for that purpose he the said William
 Henry Melvill his executors admors or assigns will make good the amount
 of every such deficiency **And further** that he the said William Henry
 Melvill his executors admors and assigns will permit the said Comm^r or
 Comm^{rs} or his or their Agent at all reasonable times in the day time to
 enter into and upon the said first mentioned premises and to examine the
 state of the repairs cultivation and condition thereof and to take any map
 or plan of the said premises and in case the said messuage and buildings
 or any part thereof or the fences of the said first mentioned land or any
 part thereof shall upon such examination be found defective or out of repair
 or in case the said land shall be found not in a proper state of
 cultivation and notice in writing of any such matters shall be given
 to the said William Henry Melvill his executors admors or assigns or left for
 him or them at the said messuage he or they will within the space of
 three Calendar months next after any such notice shall have been so given
 or left as aforesaid supply and make good all such defects and wants of
 repair and amend such state of cultivation as aforesaid to the satisfaction
 of the said Comm^r or Comm^{rs} and if the said repairs and amendments
 shall not be well and sufficiently made good within the time expressed in
 any such notice as aforesaid it shall be lawful for the said Comm^r or
 Comm^{rs} to cause the same to be done by such person or persons as he or
 they shall think fit to employ therein and to charge the said William
 Henry Melvill his executors admors and assigns with the expense of such repairs
 and amendments the amount of which may be recovered by distress or
 otherwise as rent hereby reserved and in arrear **And further** that he
 the said William Henry Melvill his executors admors and assigns will at all
 times during the said term cultivate and manage the said lands hereby
 demised in accordance with the best and most approved system and due
 course of husbandry practised in the County of Southampton and will
 keep the same clean and in good heart and condition **And also** will
 preserve all the trees for the time being standing or growing upon the
 said premises first hereinbefore demised from bite of Cattle or other
 injury and will not cut down fell or destroy lop top or prune any of
 such trees under the penalty of twenty pounds for every such tree to
 be from time to time paid to the Queen's Majesty her heirs and
 successors as a liquidated fine in addition to the actual amount of the
 damage so done as aforesaid and will not at any time during the
 continuance of this demise raise or remove any mineral substance stone
 clay brick or tile earth gravel sand or substrata from the said premises
 first hereby demised except materials for making new roads or repairing

existing roads in or upon the said premises And will not commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but on the contrary will use and manage the lands and premises hereby demised in a fair and husbandlike manner And will once or oftener in every year spud and destroy the thistles and docks upon the meadow land hereby demised And will not in any one year during the said term cut more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made on the said premises the said William Henry Melvill his executors admors or assigns will spread and bestow upon the said meadow land ten cart loads per acre of good dung or other manure equivalent thereto and will not plough or break up any part of the meadow land hereby demised without the previous consent in writing of the said Commis^r or Commis^{rs} And also will on the expiration or other sooner determination of the said term hereby granted yield up to the Queen's Majesty her heirs and successors to the said Comm^r or Commis^{rs} possession of the said premises first hereinbefore described and all buildings & improvements to be erected thereon with such consent as aforesaid and the fixtures hedges gates and fences thereof in good and substantial repair and the said land hereby demised in a clean and good state and condition) And also will from time to time during the said term kill and destroy and effectually keep down the hares and rabbits in and upon the Woods and lands secondly hereinbefore described so as to prevent the number of them from increasing or impeding the good management of the said lands or injuring the crops trees and fences thereon And in case by the said William Henry Melvill his executors admors or assigns shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the said Comm^r or Commis^{rs} to be so great as to render it expedient for him or them so to do it shall be lawful for the said Commis^r or Commis^{rs} at his or their discretion after giving to or leaving for the said William Henry Melvill his executors admors or assigns as hereinbefore mentioned seven days notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing and reducing the said rabbits and hares to such extent as shall in the opinion of the said Commis^r or Commis^{rs} be consistent with the good management of the said woods lands and premises and the costs and charges thereof together with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the said William Henry Melvill his executors admors or assigns as aforesaid be borne and paid by him or them And further that by the said William Henry Melvill his executors admors or assigns will not during the said term in exercising the right of sporting hereby granted or otherwise commit or suffer any damage or injury to be done to the lands

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trees fences or crops of Her Majesty or of the Tenants or Occupiers of the
 lands and premises secondly hereinbefore described and in case of any damage
 or injury being done to the said lands trees fences or crops then he the said
 William Henry Melvill his exors admors or assigns will make full compensation
 and recompense to Her Majesty her heirs and successors or to the Tenants or
 Occupiers of the said premises as the case may be for all such damage or
 injury as aforesaid And also will at the end or other sooner determination
 of the said term hereby granted leave a fair and reasonable stock of game
 on the said land secondly hereinbefore described And also that he the
 said William Henry Melvill his executors or admors will not assign this Lease
 or underlet the said premises hereby demised or any part thereof or part with
 the possession of the said premises without the previous license and consent
 in writing of the said Commis^r or Commis^{rs} And further that he and
 they will at his or their costs and charges procure every Assignment which
 may with such license as aforesaid be made of these presents or of the premises
 hereby demised or any part thereof all Probates of Wills and Letters of
 Administration affecting this lease or the premises hereby demised or any part
 thereof to be within six calendar months from the date thereof enrolled in
 the Office of Land Revenue Records and Involvements and a minute or docket thereof
 entered in the Office of the said Commis^r or Commis^{rs} Provided always and these
 presents are upon this express condition nevertheless that if the said
 yearly rent of two hundred pounds or the said additional rents hereby
 severally reserved or either of them or any part of the same respectively
 shall be unpaid for the space of forty days next after either of the said
 days hereinbefore appointed for the payment thereof respectively or in case
 the said William Henry Melvill his executors admors or assigns shall not
 observe and perform the several covenants agreements and conditions herein
 contained and which on his or their part ought to be observed or performed
 or in case he or they shall be declared or adjudged Bankrupt or shall
 either voluntarily or involuntarily do or suffer to be done any act matter or
 thing whereby or in consequence whereof this present Lease or the estate or
 interest of the said William Henry Melvill his exors admors or assigns in
 the premises hereby demised shall become vested in any person or persons
 whomsoever except by bequest or by representation as Executor or admor
 without such consent as aforesaid then and in any of the said cases it
 shall be lawful for Her Majesty her heirs and successors or the said
 Commis^r or Commis^{rs} on behalf of Her Majesty her heirs and successors
 to enter into and upon and retain possession of the said first hereby
 demised premises as fully and effectually in all respects as if these
 presents had not been made and after such reentry as aforesaid the

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right of hunting shooting and sporting hereby granted shall cease and determine And it is hereby covenanted and declared that in case any recovery and determination shall be made under the proviso lastly hereinbefore contained there shall be payable by the said William Henry Melvill his executors admors or assigns to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current half year from the last half yearly day for payment up to the day which such recovery and determination shall have been made 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 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.

The Schedule above referred to

No. in Plan	Description	State of Cultivation	Contents		
			A	r	p
1.	Holt Pond Enclosure piece	Arable	1	0	7
2 & 3.	Front Meadow	Meadow	13	1	31
4	House Garden &		5	2	23
5	Back Meadow	Meadow	6	3	37
6	Avenue	Road	1	3	8
7	Avenue	"	1	1	2
8	Kennel Field and Cottage	Arable	14	3	22
9	Strip of land - the road to Bentley		14	3	20
10.	Lodge Plain piece		145	2	20
			Acres		
			85	2	10

James K (H) Howard W Henry (H) Melvill

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - J Russell Torray, Office of Woods P, Whitehall Place.

Signed sealed and delivered by the within named William Henry Melvill in the presence of - Bern^d Lucas, Office of Woods - Whitehall

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.

H G Hewlett
Keeper of the Records

18th Decr. 1869.

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Docquet of Probate of Will - vide Deed Book 16 p. 75

Dated 20th
December 1869.

This Indenture

Gov of Southampton

The Hon^{ble}
Jas K Howard
a Comm^r of Her
Majesty's Woods &c

Henry Wheeler
Junior Esquire

Lease of a
Cottage and land
at Binsted, and also
the right of sporting
over Straights plantation
Commences 1st Aug^t 1869
Term of years 15 1/2
Expires 1st Feb^r 1885
Rent £35 per Ann^o

made the twentieth day of December
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 have been assigned the
management and direction of certain parts of the Land Revenues of the
Crown (including among other parts thereof the land and hereditaments
hereinafter mentioned) with the duties and powers appertaining thereto 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 Wheeler the
Younger of Wheatley near Binsted in the County of Hants Esquire of the
third part Witnesseth that in consideration of the rent and covenants
hereinafter reserved and contained The said James Kenneth Howard as
such Commissioner as aforesaid in exercise of the powers of an Act of Parliament
passed in the 10th year of the reign of His late Majesty King George the 4th
Chapter 50 and of an Act passed in the fiftieth year of the reign of Her
present Majesty Chap: 112 and of all other powers and authorities enabling
him so to do Both on behalf of the Queen's Majesty and with the consent of
the Commissioners of Her Majesty's Treasury signified by their Warrant dated
the seventh day of October One thousand eight hundred and sixty nine
do hereby demise and lease unto the said Henry Wheeler his executors admors and
assigns First All that Cottage or Tenement used as a Keepers Cottage
with the outbuildings Garden and Field thereto belonging situate in
the Parish of Binsted in the County of Southampton colored Blue on the
Plan in the margin of the Presents And secondly The exclusive right
of shooting and sporting upon and over all that piece of land containing
Two hundred and thirty acres three roods and thirty eight perches or
thereabouts called Straights plantation also situate in the said
Parish of Binsted delineated and colored Pink on the Plan in the
margin of these presents To have and to hold the said premises
herby demised unto the said Henry Wheeler his exors admors & assigns
from the first day of August One thousand eight hundred and sixty nine
for the term of Fifteen years and one half of another year Saying
therefor unto The Queen's Majesty her heirs and successors during the
said term the clear yearly rent of Thirty five pounds by equal
half yearly payments upon the first day of February and the first day of
August in every year of the said term up to and including the first day
of August in every year One thousand eight hundred and eighty the first
of such payments to become due on the first day of February One thousand
eight hundred and seventy which said rent hereinbefore reserved is to be

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paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever excepting Landlords Property tax

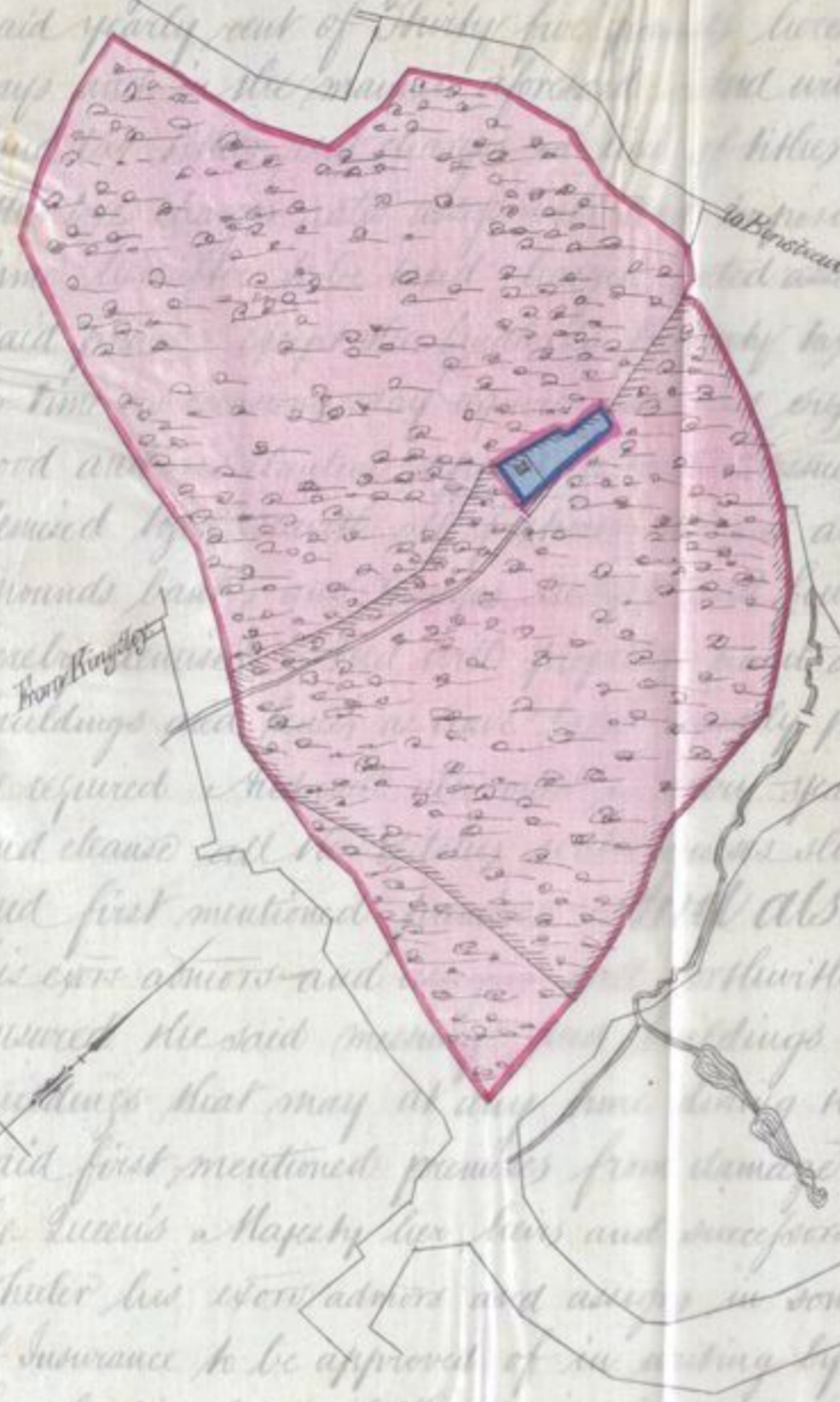
And the said Henry Wheeler for himself his heirs executors and admors doth hereby covenant with the Queen's Majesty her heirs and successors in manner following that is to say that he the said Henry Wheeler his executors, admors, and assigns will pay unto the Queen's Majesty her heirs and successors the said yearly rent of Thirty five pounds hereby reserved upon the respective days and in the manner aforesaid And will during the said term pay the land tax tithes rent charges in lieu of tithes drainage or sewer rates and all other taxes charges rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises except the Landlords property tax And also will from time to time as occasion may require well and sufficiently repair and keep in good and substantial repair the said messuage and buildings first hereby demised together with all fixtures therein and also the walls gates stiles mounds banks and bridges hedges and fences belonging to the land first hereby demised And will properly paint and tar such parts of the said buildings and fences as have been usually painted and tarred as often as may be required And will also once in every year in a proper manner clear out and cleanse all the ditches watercourses sluices ^{sewers} and drains belonging to the said first mentioned premises

And also that he the said Henry Wheeler his executors admors and assigns will forthwith insure and at all times keep insured the said messuage and buildings hereby demised and all other buildings that may at any time during the said term be erected on the said first mentioned premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said Henry Wheeler his executors admors and assigns in some or one of the Public Offices of Insurance to be approved of in writing by the Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests and Land Revenues in charge of the said premises in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof respectively and will whenever required so to do show to Her Majesty's said Receiver of the said premises for the time being the Policy of Insurance and the receipt or receipts for the premium which shall have become payable in respect of such insurance for the current year And in default of such insurance being effected by the said Henry Wheeler his executors admors or assigns or of his or their producing such Policy or receipt or receipts as aforesaid then the Queen's Majesty her heirs or successors or the said Comm^r or Comm^s shall be at liberty to insure the said messuage and buildings in such name or names as she he or they

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paid into the hands of Her Majesty's Receiver for the time being of the rents
 and profits of the said premises free from all present and future rates charges
 assessments and other impositions whatsoever excepting Landlords Property tax
 And the said Henry Wheeler for himself his heirs executors and admors doth
 hereby covenant with the Queen's Majesty her heirs and successors in manner
 following that is to say that he the said Henry Wheeler his executors, admors,
 and assigns will pay unto Her Majesty her heirs and successors the
 said yearly rent of thirty five pounds yearly reserved upon the respective
 days the said premises and will during the said term pay the
 rates drainage or sewer rates and all
 impositions whatsoever now or at any
 time imposed or imposed in respect of the
 said premises and also will from time
 to time sufficiently repair and keep in
 good and sufficient repair all messuages and buildings first hereby
 demised by him the said Henry Wheeler and also the walls gates stiles
 and other things belonging to the land first
 demised by him the said Henry Wheeler and also tax such parts of the said
 buildings as shall be required to be painted and taxed as often as may
 be required and also shall in a proper manner clear out
 and cleanse all the sluices and drains belonging to the
 said first mentioned premises And also that he the said Henry Wheeler
 his heirs admors and assigns shall with insure and at all times keep
 insured the said messuages and buildings hereby demised and all other
 buildings that may at any time be erected on the
 said first mentioned premises from damage by fire in the joint names of
 the Queen's Majesty her heirs and successors and of him the said Henry
 Wheeler his heirs admors and assigns in some or some of the
 of Insurance to be approved of in writing by the Lord Treasurer or Commissioners
 for the time being of Her Majesty's Woods, Parks and Revenues in charge
 of the said premises in such sum or sums of money as shall be equal to three
 fourth parts at the least of the actual value of the said premises and will whenever
 required so to do show to Her Majesty's said Receiver of the said premises for
 the time being the Policy of Insurance and the receipt or receipts for the
 premium which shall have become payable in respect of such insurance for the
 current year And in default of such insurance being effected by the said
 Henry Wheeler his heirs admors or assigns or of his or their producing such
 Policy or receipt or receipts as aforesaid then the Queen's Majesty her heirs
 or successors or the said Comm^r or Comm^s shall be at liberty to insure the
 said messuage and buildings in such name or names as she he or they



may think fit in such amount as herebefore is mentioned And all
 monies to be paid by Her Majesty her heirs or successors or by the said
 Comm^r or Comm^s for such Insurance shall be recoverable as rent hereby
 reserved and in arrear And in case the said messuage and buildings or
 any part thereof shall during the said term be destroyed or damaged by
 fire then and as often as the same shall happen all such sums of money
 as shall be received by virtue of such insurance shall forthwith be applied
 in rebuilding and reinstating the same to the satisfaction of the said
 Comm^r or Comm^s or his or their Surveyor and in case the monies to be
 received by virtue of such insurance shall not be sufficient for that purpose
 he the said Henry Wheeler his executors admors or assigns will make good
 the amount of every such deficiency And also will on the determination
 of the said term hereby granted yield up all the said first mentioned premises
 together with all new erections improvements and fixtures gates hedges and fences
 well and substantially repaired cleansed and kept in repair as aforesaid unto
 the Queen's Majesty her heirs and successors or to the said Comm^r or Comm^s
 And further that he the said Henry Wheeler his executors admors and
 assigns will permit the said Comm^r or Comm^s or his or their Agent at all
 reasonable times in the day time to enter into and upon the said first
 mentioned premises and to examine the state of the repairs cultivation and
 condition thereof and to take any map or plan of the said premises and
 in case the said messuage and buildings or the fences of the said first
 mentioned land or any part thereof shall upon such examination be found
 defective or out of repair or in case the said land shall be found not in a
 proper state of cultivation and notice in writing of any such matters shall
 be given to the said Henry Wheeler his executors admors or left for
 him or them at the said messuage the said Henry Wheeler his executors
 admors or assigns will within the space of three calendar months next after
 every such notice shall have been or given or left as aforesaid supply and
 make good all such defects and wants of repair and amend such state of
 cultivation as aforesaid to the satisfaction of the said Comm^r or Comm^s
 And if the said repairs and amendments shall not be well & sufficiently
 made good within the time expressed in any such notice as aforesaid it shall
 be lawful for the said Comm^r or Comm^s to cause the same to be done by such
 person or persons as he or they shall think fit to employ therein and to charge
 the said Henry Wheeler his executors admors and assigns with the expense of
 such repairs and amendments the amount of which may be recovered by
 distress or otherwise as rent hereby reserved and in arrear And further
 that he the said Henry Wheeler his executors admors and assigns will at all
 times during the said term keep the said land hereby demised clean and

in good heart and condition And also that he the said Henry Wheeler
 his executors admors and assigns will preserve all the trees tallars pollards spires
 and saplings for the time being standing or growing upon the said premises
 from bite of fettle or other injury and will not cut down fell or destroy lop
 top or prune any of such trees tallars pollards spires or saplings under the
 penalty of ten pounds for every such tree tallar pollard spire or sapling to be
 from time to time paid to the Queen's Majesty her heirs and successors as a
 liquidated Fine in addition to the actual amount of the damage so done as
 aforesaid And will not at any time during the continuance of this demise erect
 any building upon the premises first mentioned nor make any alteration in
 the buildings hereby demised without the consent of the said Comm^r or
 Comm^s in writing nor raise or remove any mineral substance stone clay brick
 or tile earth gravel sand or substrata from the said premises first hereby
 demised except materials for repairing existing roads in or upon the said
 premises and will not commit or suffer any wilful or voluntary waste or spoil
 or destruction in or upon the said demised premises or any part thereof And
 Also that he the said Henry Wheeler his executors admors and assigns will from
 time to time during the said term kill and destroy and effectually keep down
 the hares and rabbits in and upon the said lands secondly hereinbefore
 described so as to prevent the number of them from increasing or impeding the
 good management of the said lands or injuring the crops trees shrubs and
 fences thereon And in case he the said Henry Wheeler his executors admors
 and assigns shall neglect or omit to kill and destroy the said hares and
rabbits within seven days after being required so to do by a notice in writing
 signed by the said Comm^r or Comm^s and delivered or left as aforesaid it
 shall be lawful for the said Comm^r or Comm^s at his or their discretion to
 appoint any person or persons to take such steps as he or they shall think fit
 for killing and reducing the said rabbits and hares to such number as
 shall in the opinion of the said Comm^r or Comm^s be consistent with the
 good management of the said Woods lands and premises and the costs and
 charges thereof together with the amount of all damage occasioned by such
 neglect or omission shall on an account thereof in writing being delivered to or
 left for the said Henry Wheeler his executors admors or assigns as aforesaid be borne
 and paid by him or them And further that he the said Henry Wheeler
 his executors admors or assigns will not during the said term commit or suffer
 any damage or injury to be done to the lands trees fences or crops of Her
Majesty or of the Tenants or Occupiers of the lands and premises secondly
hereinbefore described and in case of any damage or injury being done to
 the said lands trees fences or crops then he the said Henry Wheeler his
 executors admors or assigns will make full compensation and recompense to Her

Majesty her heirs and successors or to the Tenants or Occupiers of the said
 premises as the case may be for all such damage or injury as aforesaid
 And also that he the said Henry Wheeler his executors admors or assigns
 will at the end or other sooner determination of the said term hereby
 granted leave a fair and reasonable Stock of game on the said land secondly
 described And also that he the said Henry Wheeler his executors or admors
 will not assign or underlet the said premises hereby demised or any part thereof
 or part with the possession of this Indenture without the license and consent in
 writing of the said Commr or Commrs And further that he the said Henry
 Wheeler his executors admors or assigns will at his or their costs and charges procure
 every assignment which may with such license as aforesaid be made of these
 Presents or of the premises hereby demised or any part thereof and all
 Probates of Wills and Letters of Administration affecting this Lease to be within
 six calendar months from the dates thereof respectively enrolled in the Office
 of Land Revenue Records and Involments and a minute or Docket thereof entered
 in the Office of the said Commr or Commrs Provided And these Presents are
 upon this express condition nevertheless that if the said yearly rent of
 Thirty five pounds or any part thereof shall be unpaid for the space of
 forty days next after either of the said days hereinbefore appointed for payment
 thereof or in case the said Henry Wheeler his executors admors or assigns shall
 not observe and perform the several covenants agreements and conditions herein
 contained and which on his or their part ought to be observed or performed or
 in case the said Henry Wheeler his executors admors or assigns shall be declared
 or adjudged Bankrupt or shall either voluntarily or involuntarily do or suffer
 to be done any act matter or thing whereby or in consequence whereof this
 present lease or the estate or interest of the said Henry Wheeler his executors
 admors or assigns in the premises hereby demised shall become vested in any
 person or persons whomsoever except by bequest or by representation as executor
 or admor without such consent as aforesaid Then and in any of the said
 cases it shall be lawful for Her Majesty her heirs and successors or the said
 Commr or Commrs on behalf of Her Majesty her heirs or successors to enter
 into and upon and retain possession of the said first hereby demised premises
 as fully and effectually in all respects as if these Presents had never been made
 And it is hereby covenanted and declared that in case any recovery
 shall be made under the proviso lastly hereinbefore contained the right of
 sporting hereby demised shall immediately thereupon cease to be determined
 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 Involments and
 the filing or making an entry of such deposit by the Keeper of the said

Records and Involvements 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 R Howard (St.)
Henry Wheeler Junr: (St.)

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

Louisa Howard
Hazleby. — East Woodbay. Hauts

Signed sealed and delivered by the within named Henry Wheeler in the presence of

J. N. Higginbotham
Office of Woods &
Whitehall Place
London

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

H. G. Hewlett
Keeper of the Records

6 January 1870.