

Dated 30<sup>th</sup>  
April 1870.

Ile of Alderney

The Hon<sup>ble</sup> J.  
H Howard a  
Commis<sup>r</sup> of H. M.  
Woods, &c

Search  
1870/71

Articles of Agreement made the 30<sup>th</sup>  
day of April One thousand eight hundred and seventy  
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 in charge of the Land Revenues of the  
Crown in the Isle of Alderney on behalf of Her Majesty of  
the second part and Henry Rowe of the Isle of  
Alderney of the third part.

and  
M<sup>r</sup> Henry Rowe

Agreement for  
letting Longy Semmon  
and a Building called  
the Nunnery on a  
yearly tenancy from  
the 25<sup>th</sup> March 1870.

Rent £6 per Annum

The said James Kenneth Howard as such Commissioner as aforesaid may  
hereby agrees to let to the said Henry Rowe and the said Henry Rowe hereby  
agrees to take as tenant to Her Majesty All that building known as the  
Nunnery And also all that piece of land near Church called or known as  
Longy Semmon respectively situate near Longy Bay in the Isle of Alderney  
Do hold the same subject nevertheless and without prejudice to the use of  
the said land as hereinafter provided unto the said Henry Rowe his executors  
and administrators from the twenty fifth day of March One thousand eight  
hundred and seventy as tenant from year to year At the yearly rent of Six  
pounds of lawful British money to be paid to Her Majesty's Receiver of  
Rents for the said Island free from all deductions except property tax by equal  
quarterly payments on the 24<sup>th</sup> day of June the 29<sup>th</sup> day of September the  
25<sup>th</sup> day of December and the 25<sup>th</sup> day of March in every year the first  
quarterly payment thereof to be made on the twenty fourth day of June One  
thousand eight hundred and seventy And the said Henry Rowe doth hereby  
for himself his heirs executors and admors covenant with the Queen's Majesty  
her heirs and successors that he the said Henry Rowe his executors and  
admors will pay to the Queen's Majesty her heirs and successors the said  
rent of Six pounds at the times and in manner aforesaid And will  
also pay the land tax and all other taxes rates tithes or tithie rent charges  
in respect of the said premises together with a proportionate part of the  
tithie 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 landlord's  
property tax) And will keep in good and tenantable repair and condition  
the said building hereby agreed to be let and all the hedges gates and  
fences belonging to the said premises and will keep and preserve the said  
land clean and in good condition And will not plough break up or  
convert into tillage or garden ground any part of the said land without



the consent in writing of the said James Kenneth Howard or other the  
 Commissioner or Commiss<sup>rs</sup> in charge of the said premises and also will  
 permit and suffer Her Majesty's troops from time to time Stationed in Fort  
 Albert Barracks to have the free use of the said land for rifle practice &  
 for the purposes of drill exercise and recreation 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 Comm<sup>r</sup> or  
 Comm<sup>rs</sup> in charge of the said premises or to whom she he or they may  
 appoint in such good and tenantable repair order and condition as aforesaid  
 And will permit the said Comm<sup>r</sup> or Comm<sup>rs</sup> 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 building or the fences  
 of the land shall be found out of repair and notice thereof shall be given  
 to or left upon the said premises for the said Henry Rowe his executors  
 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 Rowe his executors or admors the said building against loss  
 or damage by fire in some Insurance Office to be approved of by the said  
 Comm<sup>r</sup> or Comm<sup>rs</sup> in a sum of money equal to three fourths parts of the value  
 thereof And in case the said building 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 six pounds hereby reserved  
 or any part thereof shall be unpaid for twenty one days next after either  
 of the days whereon the same shall become payable Or if the said Henry  
 Rowe 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 Commissioner or Commiss<sup>rs</sup>  
 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 the said James Kenneth Howard doth hereby direct  
 that this Agreement 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 second and third parts have hereunto  
 set their hands and seals the day and year first above written.

James K. Howard Henry D. Rowe.

Signed



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

J Russell Lowrey  
Office of Woods &  
Mitchell Place

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

William Gauvain  
Alderman  
Merchant.

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.

19 May 1870.

Dated 18<sup>th</sup>  
May 1870

City of Southampton

The Hon<sup>ble</sup>  
J<sup>r</sup> K Howard  
a Commissioner  
of the Majesty's  
Woods &

Rich<sup>d</sup> Holman  
Esq<sup>r</sup>

Lease of  
a cottage and  
Land at Binstock  
and also the  
right of Spoken  
over Willow Green  
and Gleanbow  
Plantations in  
the late Forest  
of Alice Holt

Commenc<sup>d</sup> 1<sup>st</sup> Aug<sup>r</sup> 1870

Term of years

Expires 1<sup>st</sup> Aug<sup>r</sup> 187

Rent £60 per ann



Dated 1<sup>th</sup> May 1870.

**This Indenture**

made the sixth day of May One thousand eight hundred and seventy 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 Sand 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 hereditaments hereinafter mentioned) with the duties and powers appertaining thereto on behalf of Her Majesty of the second part and Richard Wolstan Dixie of Arford House near Lyphook 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 tenth year of the reign of His late Majesty King George the fourth Cap: 50 and of an Act passed in the 15<sup>th</sup> year of the reign of the present Majesty Cap: 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

The Hon<sup>ble</sup> J<sup>r</sup> K. Howard a Commissioner of Her Majesty's Woods &c.

Rich<sup>d</sup> Wolstan Dixie Esq<sup>r</sup>

**Lease**

Warrant demised and lease unto the said Richard Wolstan Dixie his executors administrators and assigns First All that cottage or tenement used as a keeper's cottage with the outbuildings garden and field thereto belonging situate in the Parish of Binsted in the County of Southampton And secondly the exclusive right of shooting and sporting upon and over All those two pieces of land containing together five hundred and sixty five acres and twenty four perches or thereabouts called Willows Green Plantation and Glenbowrie Plantation also situate in the said Parish of Binsted which said cottage and premises first hereinbefore described are delineated and colored pink on the plan in the margin of these presents and which said land secondly hereinbefore described is delineated and colored blue on the same plan To

a cottage and land at Binsted and also the right of sporting over Willow Green and Glenbowrie Plantations in the late Forest of Alice Holt.

Commenc<sup>d</sup> 1<sup>st</sup> Aug<sup>r</sup> 1869

Term of years 5

Expires 1<sup>st</sup> Aug<sup>r</sup> 1874

Rent £60 per Ann<sup>o</sup>

have and to hold the said premises hereby demised unto the said Richard Wolstan Dixie his executors administrators and assigns from the first day of August One thousand eight hundred and sixty nine for the term of Five years Paying therefor unto the Queen's Majesty her heirs and successors during the said term the clear yearly rent of Sixty 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 February in the year One thousand eight hundred and seventy four 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 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 Richard  
 Wolstan Dixie 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 Richard Wolstan Dixie his  
 executors admors and assigns will pay unto His Majesty her  
 heirs and successors the said yearly rent of Sixty 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 cottage and land  
 hereby demised 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 cottage and buildings  
 hereby demised together with all fixtures therein and also the walls gates  
 Stiles hedges and fences belonging to the said cottage and land And  
 will properly paint and tar such parts of the said cottage and buildings  
 hereby demised together with all fixtures therein and also the walls  
 gates Stiles hedges and fences belonging to the said cottage and land  
 And will properly paint and tar such parts of the said cottage and  
 buildings and fences as have been usually painted and tarred 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 Richard Wolstan  
 Dixie his executors admors and assigns will forthwith insure and at all  
 times keep insured the said cottage 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 Richard Wolstan Dixie his executors admors and assigns in 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 hereinafter called "the said  
 Commissioner or Commissioners" in such sum or sums of money as will be  
 equal to three fourth parts at the least of the actual value thereof respectively  
 and will whenever required so to do show to His 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 or kept on foot by the said Richard Wolstan Dixie 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 Commisioner or Commisioners shall be at liberty to insure the said Cottage 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 Commr. or Commrs for such insurance shall be recoverable as rent hereby reserved and in arrear And in case the said Cottage 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 and reinstating the same to the satisfaction of the said Commr. or Commrs 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 Richard Wolstan Dixie his executors admors or assigns will make good the amount of every such deficiency And also with on the determination of the said term hereby granted yield up all the said first mentioned premises together with all new erections improvements and fishwees gates hedges and fences well and substantially repaired cleaved and kept in repair as aforesaid unto the Queen's Majesty her heirs and successors or to the said Commr. or Commrs. And further that he the said Richard Wolstan Dixie his exors admors and assigns will permit the said Commr. or Commrs 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 and condition thereof and to take any Map or plan of the said first mentioned premises and in case the said Cottage 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 Richard Wolstan Dixie his exors admors or assigns or left for him or them at the said Cottage he or they will within the space of three calendar months next after every such notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repair as aforesaid to the satisfaction of the said Commr. or Commrs 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 Commr. or Commrs 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 Richard Wolstan Dixie his exors 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 arrears **And further** that he the said Richard Wolstan Dixie his executors admors or assigns will not make any alteration in the said Cottage and buildings nor erect any building on the said first mentioned land without the previous consent in writing of the said Comm<sup>r</sup> or Comm<sup>rs</sup> **And further** that he the said Richard Wolstan Dixie 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 will preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the same land from injury and will not cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of ten pounds for every such tree tellar 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 raise or remove any mineral substance stone clay brick or tile earth gravel sand or substrate from the said premises first hereby demised nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said premises or any part thereof **And also** that he the said Richard Wolstan Dixie 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 or they shall neglect or omit so to do within seven days after being required by notice in writing signed by the said Comm<sup>r</sup> or Comm<sup>rs</sup> and delivered or left as aforesaid it shall be lawful for the said Comm<sup>r</sup> or Comm<sup>rs</sup> 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<sup>r</sup> or Comm<sup>rs</sup> 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 Richard Wolstan Dixie his executors admors or assigns as aforesaid be borne and paid by him or them **And further** that he the said Richard Wolstan Dixie his executors admors or assigns will not during the said term commit or suffer to be done any damage or injury to the lands trees fences or crops of Her



Majesty or of the tenants or occupiers of the lands and premises secondly  
 hereinafore described and in case of any such damage or injury being  
 done then he the said Richard Wolstan Dixie 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 Richard Wolstan Dixie 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 land  
 secondly described **And also** that he the said Richard Wolstan Dixie 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 Comm<sup>r</sup> or Comm<sup>s</sup>  
**And further** that he the said Richard Wolstan Dixie 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 Inrolments and a Minute or  
 Pocket thereof entered in the Office of the said Commissioner **Provided and**  
**these Presents are upon this express condition** notwithstanding that  
 if the said yearly rent of Sixty pounds or any part thereof shall be  
 unpaid for the space of forty days next after either of the said days  
 hereinafore appointed for the payment thereof respectively or in case the  
 said Richard Wolstan Dixie 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 Richard Wolstan Dixie 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 <sup>or the said Comm<sup>r</sup> or Comm<sup>s</sup> or behalf of Her Majesty</sup> 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 the right of sporting hereby  
 demised shall immediately thereupon cease and be determined **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 second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (H)  
Richard Wolstan Dixie (D)

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

J Russell Torray  
Office of Woods &  
Whitehall Place

Signed sealed and delivered by the within named Richard Wolstan Dixie in the presence of

Henry Clothier of  
Hazlemere  
Surgeon

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

19 May 1870

Dated 19th  
May 1870

County of Northampton

The Honble  
Sir James Kenneth  
Howard  
Baronet  
of the  
Majesty's Wood  
&c

to

Mr William  
James and  
others

Agreement  
letting the  
Pasturage of  
Sand Pit  
containing 114  
acres for one  
year from the  
25th March  
1870

Rent £15  
per Annum



deed shall  
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volments  
and of  
said  
herewrite  
v.  
D1  
meth

Dated 27th  
May 1870.  
Co. of Northampton

*Witnessed*  
1870/71

The Honble  
Sir Kenneth  
Howard a  
Commr. of Her  
Majesty's Woods,  
&c

**Articles of Agreement** made the seventh  
day of May One thousand eight hundred and seventy  
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 in charge of the land  
hereinafter mentioned on behalf of Her Majesty of the second  
part and William James of Hartwell in the County of  
Northampton Farmer William York of the same place  
Farmer and James Barford of the same place Farmer  
hereinafter called the said Tenants of the third part.

Welstan

to  
Mr. William  
James and  
others.

The said James Kenneth Howard as such Commissioner as aforesaid  
hereby agrees to let to the said Tenants who hereby agree to take as tenants  
to Her Majesty for One year from the 25th day of March 1870 the right  
and privilege of feeding off with horses and neat cattle only the grass of and  
upon All that piece or parcel of land containing One hundred and fourteen  
acres or thereabouts called or known as Sand Pit Lot being part of Salcey  
Woods in the County of Northampton which said land is delineated and  
colored Red on the Plan in the margin of these Presents Paying therefor  
unto the Queen's Majesty her heirs and Successors the clear rent of Fifteen  
pounds to be paid to the Receiver of the Crown Rents of the said land free  
from all deductions whatsoever except property tax by equal half yearly  
payments on the seventh month day of September and the twenty fifth day  
of March in such year And the said Tenants do for themselves their heirs  
executors and administrators jointly and each of them doth for himself his heirs executors  
and administrators covenant with the Queen's Majesty her heirs and successors that  
they the said Tenants will pay to the Queen's Majesty her heirs and successors  
the said rent of Fifteen pounds at the times and in the manner hereinafore  
appointed for the payment thereof free from all taxes and deductions whatsoever

Agreement for  
letting the  
Pasturage of  
Sand Pit Lot  
containing 114  
acres for one  
year from the  
25th March  
1870.

Rent £15  
per Annum

And also will pay all rates taxes and assessments in respect of the  
Pasturage of the said Land except the Landlord's Property tax And  
further that if default shall be made in payment of the said rent for  
the space of twenty one days next after either of the days upon which  
the same is hereinafore made payable it shall be lawful for the Queen's  
Majesty her heirs and successors or the said James Kenneth Howard or  
other the Commissioner or Commissioners of Her Majesty's Woods Forests and  
Land Revenues for the time being having the management of the said  
Land who are hereinafter called the said Commisr. or Commisrs. to  
distrain any cattle or other live or dead stock and effects upon the said

in the  
hereof



land and all other goods chattels and effects of the said Tenants or of any or either of them or of their or any or either of their executors or admors, wheresoever the same may be found and to sell and dispose of the same towards satisfaction or payment of the said rent and all costs and charges, incident to or occasioned by such distress & sale And also that they the said Tenants their executors or admors will during the continuance of the said tenancy maintain and keep in good and substantial repair all the fences and hedges but not the gates belonging to or upon the said land And also the fences hereinafter mentioned And also will not (except as hereinafter provided) at any time cut or injure or take away any timber trees bushes underwood or fern growing or being upon the said land and in case of any infringement of this present covenant the person or persons who may have committed any such act shall be deemed a trespasser or trespassers and may be proceeded against and dealt with as such before any Justice of Peace in the neighbourhood Provided nevertheless And it is hereby agreed and declared that the said Tenants may cut sufficient underwood from the said land for making and may set up upon the said land in the direction shewn from A to B on the plan a stake fence of one hundred and fifty yards in length for the purpose of subdividing the said land on that side thereof but such quantity of underwood shall be cut only under the superintendence and direction of the Woodman appointed to the said land And also that they the said Tenants their executors or admors will not at any time turn into or depasture upon or permit or suffer to be turned into or depastured upon the said land any sheep pig or other animal except horses and such animals as are usually known as neat cattle and will not do or suffer to be done any waste spoil or destruction upon the said land And also that the said Tenants will make satisfaction and recompense to all persons entitled thereto for or in respect of any damage or injury to be done to the crops or fences of any adjoining Crown land by the straying of cattle the amount of which compensation shall be settled and determined by the Receiver of Crown Rents of the said Land And further that the said Tenants will not assign the benefit of this Agreement or underlet the Pasturage of the said land to any person or persons without the previous consent in writing of the said Commissioners or Commissioners Provided always And these Presents are upon this condition that if the said rent of fifteen pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days hereinbefore appointed for payment



thereof or if the said tenants their executors or admors shall at any time make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the said Commr or Commrs on behalf of the Queens Majesty to enter upon and resume possession of the said land and thereupon this Agreement and the tenancy hereby created shall cease and determine but without prejudice to any right of action that may belong to Her Majesty for the breach of any of the covenants hereinbefore contained previously committed 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 Howard *[Signature]*  
 William James *[Signature]*  
 William York *[Signature]*  
 James Barford *[Signature]*

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

Russell Suray  
 Office of Woods,  
 Mitchell Place

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

William Griggs  
 Hartwell - Farmer.

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

William Griggs  
 Hartwell - Farmer

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

Smith Wickins  
 Hartwell - Local Merchant

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.

H. G. Hewlett  
 Keeper of the Records

21<sup>st</sup> May 1870



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 of fifteen  
 entry one  
 yment







67  
Dated 11<sup>th</sup>  
May 1870.

Co<sup>t</sup> of Northampton

The Hon<sup>ble</sup>  
James K.  
Howard a  
Commissioner of  
Her Majesty's Woods  
&c.

to  
Mr Jonathan  
Robinson

Agreement  
for letting the  
pasturage of Oakley  
Land Lot containing  
177 acres for one year  
from 25<sup>th</sup> March 1870.

Rent £15  
per Annum

Articles of Agreement made the  
eleventh day of May one thousand eight hundred and  
seventy 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 in charge of the Land  
hereinafter mentioned on behalf of Her Majesty of the  
second part and Jonathan Robinson of Ashwood  
Lodge Hartwell in the County of Northampton Farmer  
hereinafter called the said Tenant of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid  
herby agrees to let to the said Tenant who herby agrees to take as tenant  
to Her Majesty for one year from the 25<sup>th</sup> day of March 1870  
the right and privilege of feeding off with horses and neat cattle only  
the grass of and upon All that piece or parcel of land containing  
One hundred and seventy seven acres or thereabouts called or known as  
Oakley Lane Lot being part of Salcey Woods in the County of Northampton  
which said land is delineated and colored red on the plan in the margin  
of these Presents Paying therefore unto The Queen's Majesty her heirs  
and successors the clear yearly rent of Fifteen pounds to be paid to the  
Receiver of Crown Rents of the said Land free from all deductions whatsoever  
except property tax by equal half yearly payments on the 29<sup>th</sup> day of  
September and the 25<sup>th</sup> day of March in such year And the said  
Tenant doth for himself his heirs executors and assigns covenant with the  
Queen's Majesty her heirs and successors that he the said Tenant will pay  
to the Queen's Majesty her heirs & successors the said yearly rent of  
Fifteen pounds at the times and in the manner hereinbefore appointed  
for the payment thereof free from all taxes and deductions whatsoever  
And also will pay all rates, taxes and assessments in respect of the  
pasturage of the said Land except the Landlords Property tax And  
further that if default shall be made in payment of the said rent for  
the space of twenty one days next after either of the days upon which  
the same is hereinbefore made payable it shall be lawful for the Queen's  
Majesty her heirs and successors or the said James Kenneth Howard or  
other the Comm<sup>r</sup> or Comm<sup>s</sup> of Her Majesty's Woods, Forests and Land Revenues  
for the time being having the management of the said Land who are  
hereinafter called the said Comm<sup>r</sup> or Comm<sup>s</sup> to distrain any horses cattle  
or other live or dead Stock and effects upon the said Land and all other  
goods chattels and effects of the said Tenant his executors or assigns whatsoever



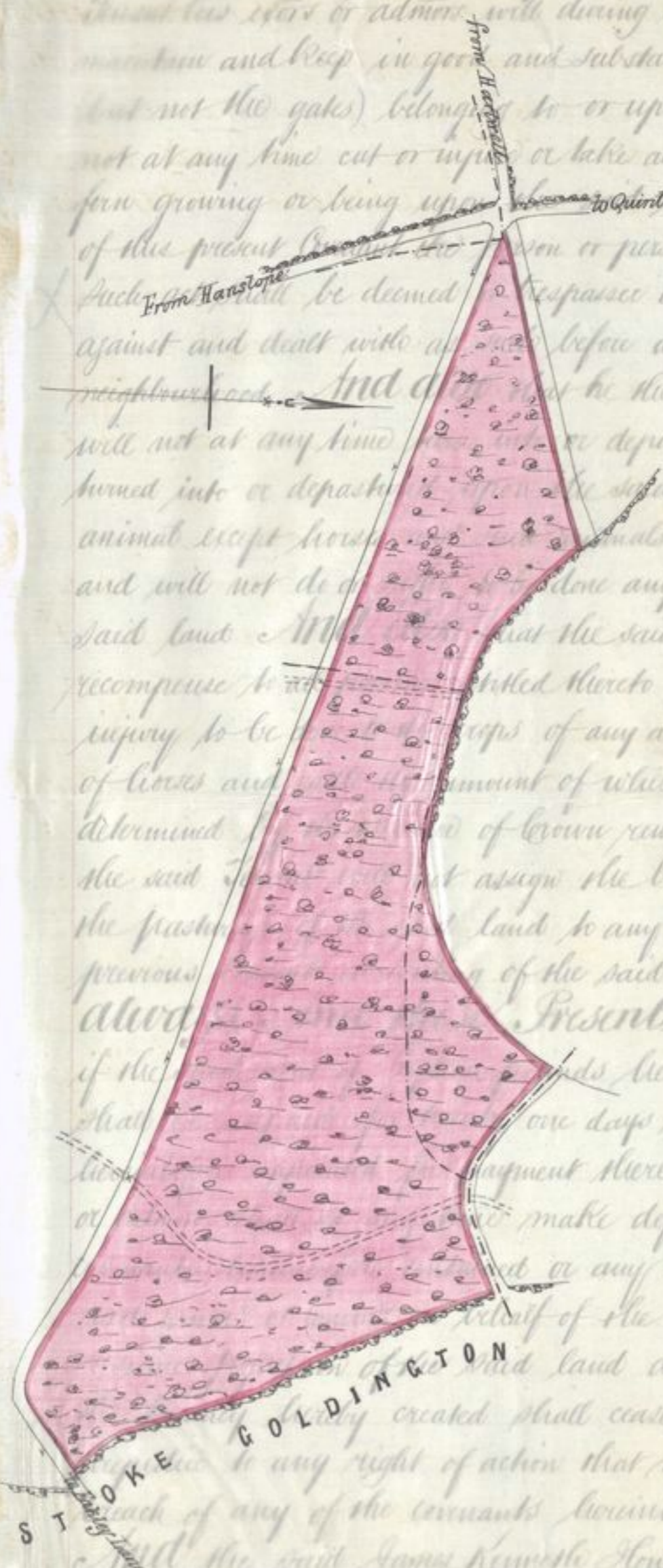
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the same may be found and to sell and dispose of the same towards satisfaction or payment of the said rent and all costs and charges incident to or occasioned by such distress and sale And also that he the said Tenant his execs or admors will during the continuance of the said tenancy maintain and keep in good and substantial repair all the fences and hedges (but not the gates) belonging to or upon the said land And also will not at any time cut or injure or take away any timber trees underwood or fern growing or being upon the said land and in case of any infringement of this present Covenant the person or persons who may have committed any such act shall be deemed a trespasser or trespassers and may be proceeded against and dealt with as such before any Justice of the Peace in the neighbourhood And also that he the said Tenant his execs or admors will not at any time turn into or depasture upon or permit or suffer to be turned into or depastured upon the said land any sheep pig or any other animal except horses and such animals as are usually known as neat cattle and will not do or suffer to be done any waste spoil or destruction upon the said land And also that the said Tenant will make satisfaction and recompense to all persons entitled thereto for or in respect of any damage or injury to be done to the crops of any adjoining Crown land by the straying of horses and cattle the amount of which compensation shall be settled and determined by the Receiver of Crown rents of the said land And further the said Tenant will not assign the benefit of this Agreement or underlet the pasturage of the said land to any person or persons without the previous consent in writing of the said Commr or Commrs Provided always And these Presents are on this Condition that if the said rent of Fifteen pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days hereinbefore appointed for payment thereof or if the said Tenant his executors or admors shall at any time make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the said Commr or Commrs on behalf of the Queen's Majesty to enter upon and resume possession of the said land and thenceforth this Agreement and the tenancy hereby created shall cease and determine but without prejudice to any right of action that may belong to Her Majesty for the breach of any of the covenants hereinbefore contained previously committed 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



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the same may be found and to sell and dispose of the same towards  
 satisfaction or payment of the said rent and all costs and charges incident  
 to or occasioned by such distress and sale And also that the said  
 tenant his executors or admors will during the continuance of the said tenancy  
 maintain and keep in good and substantial repair all the fences and hedges  
 (but not the gates) belonging to or upon the said land And also will  
 not at any time cut or improve or take away any timber trees underwood or  
 fern growing or being upon the said land and in case of any infringement  
 of this present Covenant by any person or persons who may have committed any  
 trespasses or trespasses any may be proceeded  
 against and dealt with as before any Justice of the Peace in the  
 neighbourhood. And also that the said Tenant his executors or admors  
 will not at any time suffer or depasture upon or permit or suffer to be  
 turned into or depastured upon the said land any sheep pig or any other  
 animal except horses and will not do any waste spoil or destruction upon the  
 said land And also that the said Tenant will make satisfaction and  
 recompense to the Crown for or in respect of any damage or  
 injury to be done by the straying of any adjoining Crown land by the straying  
 of horses and animals of which compensation shall be settled and  
 determined by the said Commrs of Crown rents of the said land And further  
 the said Tenant shall not assign the benefit of this Agreement or underlet  
 the pasture of the said land to any person or persons without the  
 consent of the said Commrs or Commrs Provided  
 always that if the said Tenant or any part thereof  
 shall make default in the performance of the  
 covenants or any of them it shall be lawful for the  
 relief of the Queen's Majesty to enter upon and  
 take possession of the said land and therefore this Agreement and  
 any right of action that may belong to Her Majesty for the  
 breach of any of the covenants hereinbefore contained previously committed  
 shall be deemed to be null and void 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



SCALE  
 0 10 20 30 40 chains



parts of the second and third parts have hereunto set their hands and seals the day and year first above written.

James K Howard (H)  
Jonathan Robinson (R)

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 Jonathan Robinson in the presence of  
Thomas Jones Robinson  
Milton Lodge  
Farmer

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.  
30<sup>th</sup> May 1870  
N G Hewlett  
Keeper of the Records

Subscribed  
1870

Dated 20  
May 1870

C. of Southam

The Hon  
J. K. Howard  
a Comr of  
Majesty's Woods

to

Robert Hyde  
Barrett Esq

Lease of  
containing 1/4  
in the Parish  
Bisshed and  
the right of  
sporting over  
same land as  
other land  
containing 1/2  
within the bounds  
of the late Forest  
of Alice Holt

Comm: 1<sup>st</sup> Aug 1870  
Term of years

Expires 1<sup>st</sup> Feb 1871

Rent £103. 10  
Per Annum



Sched  
1870/71

lands

me

Robinson

in  
thereof

Dated 23<sup>rd</sup> May 1870

# This Indenture

made the 23<sup>rd</sup> day of May 1870 Between

C. of Southampton

The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Comm<sup>r</sup> 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 among other parts thereof the land and hereditaments hereinafter mentioned) with the duties and powers

The Hon<sup>ble</sup> J. K. Howard a Comm<sup>r</sup> of Her Majesty's Woods

appertaining thereto have been assigned by order under the hands of two of the Comm<sup>rs</sup> of Her Majesty's Treasury on behalf of Her Majesty of the second part and Robert Tyler Barrett of Fittle End Kingsley near Alton in the County of Hants Esquire of the third part Witnesses that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Robert Tyler Barrett to be paid and performed

Robert Tyler Barrett Esq.

to The said James Kenneth Howard as such Comm<sup>r</sup> 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 Chap: 50 and of an Act passed in the 15<sup>th</sup> year of the reign of Her present Majesty Chap: 42 and of all other powers and authorities enabling him so to do Both on behalf of the Queen's Majesty demise and lease unto the said Robert Tyler Barrett his executors

Lease of land

and assigns First All that piece of land called Millers Piece containing 19. 5. 31 twenty one acres one rood and thirty six perches or thereabouts colored yellow in the plan annexed to these presents And also All that other piece

the right of

of land called Holt Pond Piece containing twenty seven acres two roods and thirty five perches or thereabouts colored green on the plan annexed to these presents respectively situate in the Parish of Binsted in the County of Southampton And also All that cottage or tenement used as a

other land

keeper's cottage with the garden and field thereto adjoining situate within the boundaries described And secondly the exclusive right of shooting and sporting of the late Forest of Alice Holt near thereto called Goose Green and Abbots Wood Plantations situate within the boundaries of the late Forest of Alice Holt in the said County of Southampton

Comm<sup>r</sup> 1<sup>st</sup> Aug<sup>t</sup> 1869 Term of years 15 1/2

And also All that cottage or tenement used as a keeper's cottage with the garden and field thereto adjoining situate within the boundaries described And secondly the exclusive right of shooting and sporting of the late Forest of Alice Holt near thereto called Goose Green and Abbots Wood Plantations situate within the boundaries of the late Forest of Alice Holt in the said County of Southampton

Expire 1<sup>st</sup> Feb<sup>r</sup> 1885

containing with the above mentioned cottage garden and field Four hundred and fifty six acres three roods and thirty four perches or thereabouts which said last mentioned lands and premises are colored red on the plan annexed to these presents Except and reserving unto the Queen's Majesty her heirs and successors the Pond called Holt Pond situate within the said piece of land called Holt Pond piece And also full right and liberty for the Queen's Majesty her heirs and successors and for her and their executors tenants servants and agents of fishing in the said Pond And also liberty of ingress and egress from the Turnpike Road on the North side of Holt

Rent £103. 10. 0 Per Annum

containing with the above mentioned cottage garden and field Four hundred and fifty six acres three roods and thirty four perches or thereabouts which said last mentioned lands and premises are colored red on the plan annexed to these presents Except and reserving unto the Queen's Majesty her heirs and successors the Pond called Holt Pond situate within the said piece of land called Holt Pond piece And also full right and liberty for the Queen's Majesty her heirs and successors and for her and their executors tenants servants and agents of fishing in the said Pond And also liberty of ingress and egress from the Turnpike Road on the North side of Holt



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Pond piece through and over the said last mentioned piece of land to  
the said pond for the purpose of fishing therein and also the right  
of landing nets and angling on any part of the banks of the said  
Pond and also reserving to Her Majesty her heirs and successors  
a right of way and passage for her and them and her and their  
lessees tenants servants and agents with or without horses cattle carts  
and carriages across the lower or southern end of Miller's Piece and  
across Holt Pond piece at the points shewn by the blue lines on the  
said plan and also reserving to Her Majesty her heirs and  
successors All timber and other trees sellars pollards spires and saplings  
whether on stools or otherwise and all mines and minerals 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  
premises first heretofore described with full liberty for Her Majesty  
her heirs and successors and for the Comm<sup>r</sup> or Comm<sup>rs</sup> for the time  
being of Her Majesty's Woods Forests and Land Revenues or either of  
them or her their or his officers grantees agents and servants or any of  
them with or without horses cattle carts and carriages from time to  
time to take upon the said premises hereby demised to view cut down  
grub up work and convert the said trees sellars pollards spires and  
saplings and to dig search for & get up work dress & make merchantable  
the said mineral substances Stone clay brick and tile earth gravel sand  
and other substrata and the said excepted premises and any part thereof  
respectively to carry away and for the several purposes aforesaid to  
make and erect all requisite warehouses engines machines sheds sawpits  
and other conveniences on the said demised premises **To have and to  
hold** the said premises hereby demised subject to all roads and  
right of road now existing over the said land hereby demised or any  
part thereof other than and besides the rights of road hereby reserved  
unto the said Robert Tyler Barrett his executors administrators 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** Paying therefor unto the Queen's Majesty her heirs &  
successors during the said term the clear yearly rent of **One hundred  
and three pounds ten shillings** by equal quarterly payments  
upon the first day of November the first day of February the first day  
of May and the first day of August in every year during the first fifteen  
years and one quarter of a year of the said term the first of such  
payments having become due on the first day of November One thousand  
eight hundred and sixty nine and the rent for the last quarter of a

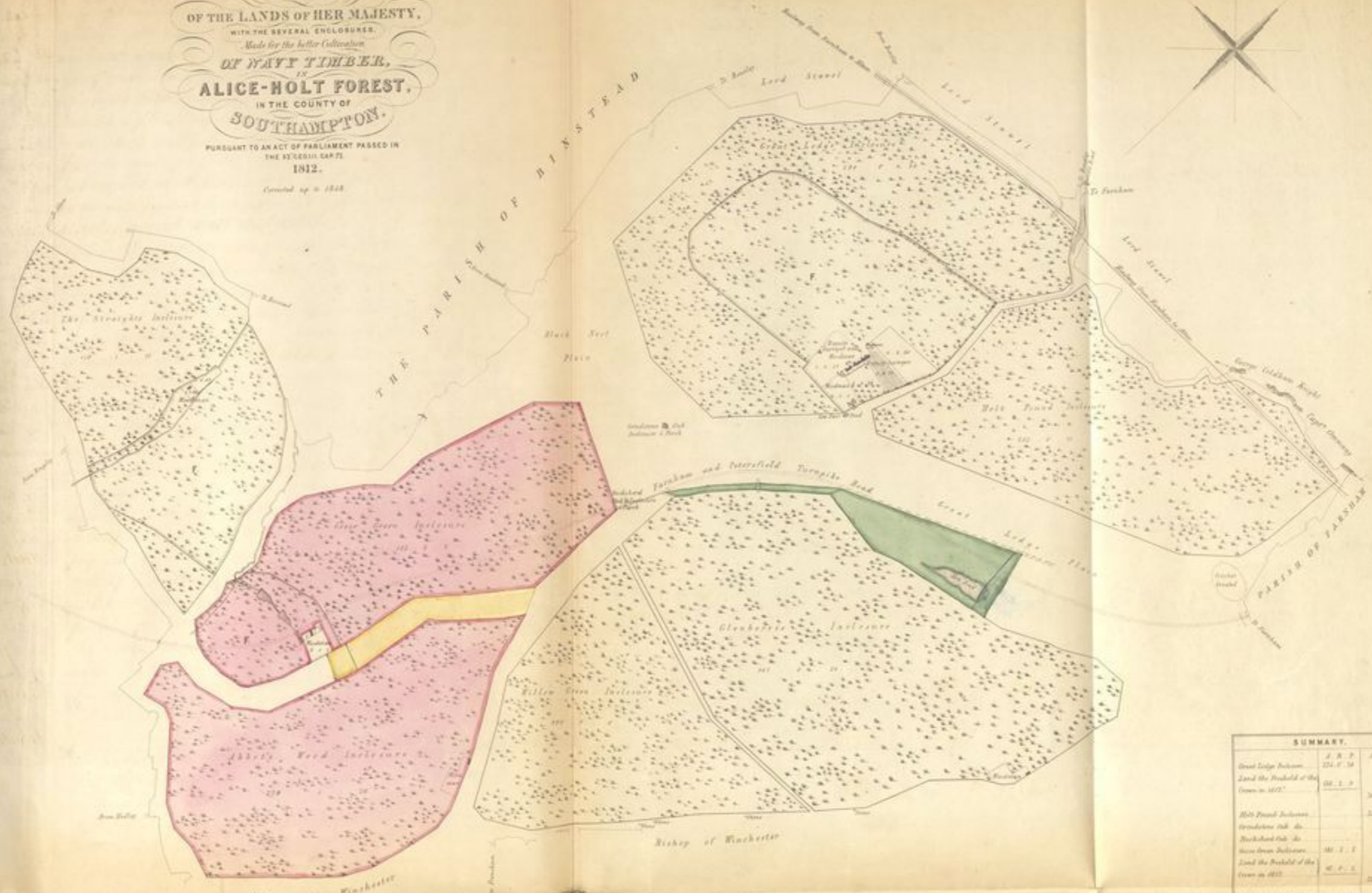


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year of the said term to be paid on the first day of August next  
preceding the expiration of the same term And also paying to  
the Queen's Majesty her heirs and successors in like manner such further  
yearly rent as will be equal to six pounds per Centum pro Annum upon  
all monies charges and expenses that may be laid out and expended or  
incurred by Her Majesty in or incidental to the enlargement & improvement  
of the Cottage hereby demised such last mentioned yearly rent to commence  
from the quarter day next after the day on which such enlargement and  
improvement shall have been completed and thenceforth to continue payable  
on the days aforesaid during the remainder of the said term And it is  
herely agreed and declared that as to the amount of the  
monies charges & expenses expended or incurred as hereinbefore mentioned  
and as to the fact of the same having been expended or incurred as  
aforesaid and the time of the completion of the said enlargement and  
improvement the Certificate in writing of the Deputy Surveyor or Receiver  
for the time being of the rents of the said premises hereby demised shall  
be conclusive evidence And also paying yearly in like manner to  
the Queen's Majesty her heirs and successors during the last five years  
of the said term the further rent of ten pounds for every acre of land  
hereby demised and so in proportion for any less quantity than an acre  
thereof which he the said Robert Tyler Barrett his executors or  
assigns shall during that period without the license in writing of the  
said Comm<sup>r</sup> or Comm<sup>rs</sup> neglect or discontinue to manage and cultivate in  
conformity with the covenants hereinafter contained the said additional rent  
of ten pounds per acre to be paid quarterly at or upon the days of  
payment aforesaid the first payment thereof to begin and to 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 Ten  
pounds per Acre is not to be considered as reserved by way of penalty  
but as liquidated and fixed rent agreed to be paid in the case aforesaid  
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 taxes charges assessments and  
other impositions whatsoever except Landlord's property tax And the  
said Robert Tyler Barrett for himself his heirs executors and assigns doth  
covenant with the Queen's Majesty her heirs & successors in manner  
following that is to say that he the said Robert Tyler Barrett his executors  
and assigns will pay unto the Queen's Majesty her heirs &  
successors the said yearly rent or sum of One hundred and three pounds



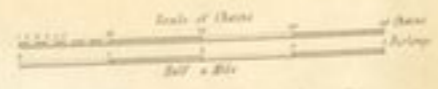
**A MAP**  
 OF THE LANDS OF HER MAJESTY,  
 WITH THE SEVERAL ENCLOSURES,  
*Made for the better Cultivation*  
**OF WATTY TIMBER,**  
 IN THE COUNTY OF  
**SOUTHAMPTON.**  
 PURSUANT TO AN ACT OF PARLIAMENT PASSED IN  
 THE SEVENTH YEAR OF  
 1812.  
*Corrected up to 1828*



**SUMMARY.**

	A. R. P.	A. R. P.
Great Lodge Inclosure	254. 7. 14	
Land the Freehold of the Crown in 1677	62. 2. 2	316. 9. 1
Black Hill Inclosure		22. 8. 11
Widdowes Hill do.		1. 0. 0
Blackland Hill do.		1. 0. 0
Three Acres Inclosure	30. 2. 2	
Land the Freehold of the Crown in 1812	47. 8. 2	267. 2. 4
The Doughty Inclosure	12. 2. 4	
Land the Freehold of the Crown in 1812	22. 1. 22	139. 3. 16
White Wood Inclosure		229. 1. 26
Willesdon Hill do.		200. 0. 0
Blackland do.		467. 2. 24
<b>Total</b>		<b>1476. 2. 52</b>

**NOTE.**  
 [Symbol] Freehold of the Crown before the passing of the Act 1812 (Slip 7)  
 [Symbol] Crown Allotments  
 [Symbol] Occupied with Lodges



*Surveyed by Richard Kyte, Surveyor of the Forest, 1812.*



to urban  
boundary  
fences -

ten shillings and (if & when the same shall become payable) the said additional rent 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 (together with a proportionate part of the accruing payments thereof up to the day of the expiration or determination of this demise) and all 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 landlord's property tax and also will from time to time as occasion may require well and substantially repair and keep in good and substantial repair the said messuage and buildings hereby demised and all other buildings from time to time to be erected on the said land hereby demised together with all fixtures therein and also the walls gates stiles mounds banks and bridges hedges and fences belonging to the said land hereby demised and also the several roads running through or upon the said land hereby demised

Nevertheless it is hereby agreed and declared that if the said roads shall during any year or years of the said term be used by the Agents of the Crown for the purpose of drawing materials the said Robert Tyler Barrett his executors or assigns shall during the year or years in which the same shall be so used only be required to pay a proportion of the expense of repairing the said roads such proportion to be ascertained and determined by the Deputy Surveyor of the said land or the Receiver of the Rents thereof And also that he the said Robert Tyler Barrett his executors or assigns will properly paint and tar such parts of the said messuage 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 <sup>sewers</sup> and drains belonging to the land hereby demised And in case the said Robert Tyler Barrett his executors 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 Lord or Commrs to cause the same to be done and to charge the expense thereof to the said Robert Tyler Barrett his executors or assigns which may be recovered as rent hereby reserved and in arrear And also that he the said Robert Tyler Barrett his executors 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 premises from damage by fire in the



joint names of the Queen's Majesty her heirs and successors and of him  
the said Robert Tyler Barrett his executors admors and assigns in some or  
one of the Public Offices of Insurance to be approved of in writing by  
the said Comm<sup>rs</sup> or Comm<sup>rs</sup> 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 Robert Tyler  
Barrett 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<sup>rs</sup> or Comm<sup>rs</sup> 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 heretofore is mentioned or in any  
less amount and all monies paid by Her Majesty her heirs or successors  
or by the said Comm<sup>rs</sup> or Comm<sup>rs</sup> 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 and reinstating the same messuage or buildings  
to the satisfaction of the said Comm<sup>rs</sup> or Comm<sup>rs</sup> 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 Robert Tyler Barrett  
his executors admors or assigns will make good the amount of every such  
deficiency And also that he the said Robert Tyler Barrett his executors  
admors or assigns will at all times during the said term cultivate manure  
and manage all the said land hereby demised in accordance with the  
best and most approved system and due course of husbandry practised  
in the said County of Southampton so far as such system may not be  
inconsistent with any of the specified provisions hereinafter mentioned  
and will keep the said land clean and in good heart and condition &  
will permit the said Comm<sup>rs</sup> or Comm<sup>rs</sup> or his or their Agent at all reasonable  
times in the day time to enter into and upon the said premises first  
hereby demised and to examine the state and condition thereof and to  
take any map or plan of the said premises and in case the said  
messuage and buildings and the fences - gates & hedges of the said land  
or any part thereof respectively shall upon such examination be found  
defective or out of repair or in case the land hereby demised shall be found



not in a good and proper state of cultivation and condition and notice in writing of any such matters shall be given to the said Robert Tyler Barrett his executors admors or assigns or left for him or them on the same premises he or they will within the space of three calendar months next after every 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 condition or state of cultivation as aforesaid to the satisfaction of the said Comm<sup>r</sup> or Comm<sup>rs</sup> 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<sup>r</sup> or Comm<sup>rs</sup> 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 Robert Tyler Barrett 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 rest hereby reserved and in arrears And also that he the said Robert Tyler Barrett his executors admors or assigns will on the expiration or other sooner determination of the said term yield up to the Queen's Majesty her heirs or successors or to the said Comm<sup>r</sup> or Comm<sup>rs</sup> all the said Mesnage buildings and land hereby demised as to the mesnage buildings fences gates and hedges thereof in good and substantial repair and as to the said land in a good and proper state of cultivation and in good heart and condition And further that he the said Robert Tyler Barrett his executors admors and assigns will yearly during the said term bring upon and spread and bestow in a husbandlike manner upon the said land hereby demised two full waggon loads of good dung or of other manure equivalent thereto for every load of hay or wheat straw which may be sold or carried off the said premises And also that he the said Robert Tyler Barrett 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 fellar or 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 raise or remove any mineral substance stone clay brick or tile earth gravel sand or substrata from the said land hereby demised except materials for making new roads or repairing existing Roads in or upon the said premises and will



not erect any building upon the said first mentioned premises nor make any alteration in the said messuage and buildings hereby demised without the consent in writing of the said Comm<sup>r</sup> or Comm<sup>rs</sup> nor will commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised messuage and land or any part thereof And will not sow plant or cultivate any part of the land hereby demised with hemp flax hazles or wood or other unusual or exhausting crops without the previous consent in writing of the said Comm<sup>r</sup> or Comm<sup>rs</sup> And also that he the said Robert Tyler Barrett his exors admors and assigns will at all times during the said term use his and their best endeavours to prevent any person or persons from inclosing any waste land lying contiguous to or in front of the premises first hereby demised or any part thereof and will give notice to the said Comm<sup>r</sup> or Comm<sup>rs</sup> of any attempt to inclose the same within one month next after such attempt shall have been made And further that he the said Robert Tyler Barrett his exors admors or assigns will not during the last five years of the said term sow or plant any part of the Land hereby demised with two crops in succession of any of the descriptions usually called white or exhausting crops including therein wheat oats barley and rye without a fallow or a green crop properly hoed and cleaned intervening between such two white crops every such green or intervening crop to be eaten and consumed on the premises and will not plant or cultivate more than one crop of potatoes in or on any one field or parcel of the said land hereby demised within the said space of five years And will cultivate the land hereby demised in a good and husbandlike manner according to the custom of the country And also will from time to time during the said term kill and destroy & effectually keep down the hares and rabbits in and upon the said land 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 Robert Tyler Barrett his exors admors or assigns shall neglect or omit to kill and destroy the said hares and rabbits within seven days after being required so to do by notice in writing signed by the said Comm<sup>r</sup> or Comm<sup>rs</sup> and delivered or left as aforesaid it shall be lawful for the said Comm<sup>r</sup> or Comm<sup>rs</sup> at his or their discretion after giving to or leaving for the said Robert Tyler Barrett his exors 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 numbers as shall in the opinion of the said Comm<sup>r</sup> or Comm<sup>rs</sup> be consistent with



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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 Robert Tyler  
Barrett his exors admors or assigns as aforesaid be borne and paid by  
him or them And further that he the said Robert Tyler Barrett his  
exors 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  
Robert Tyler Barrett 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 that he the  
said Robert Tyler Barrett his exors admors or assigns will at the end or  
sooner determination of the said term hereby granted leave a fair &  
reasonable stock of game on the said land secondly described And  
also that he the said Robert Tyler Barrett his exors or admors will  
not assign or underlet the said premises hereby demised or any part  
thereof or part with the profession of this Indenture without the license  
and consent in writing of the said Comm<sup>r</sup> or Comm<sup>rs</sup> And further  
that he the said Robert Tyler Barrett his exors admors or assigns will  
at his or their own 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 Probes of  
Mills and Letters of Administration affecting this Lease or the term  
hereby granted 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 Comm<sup>r</sup> for  
the time being of Her Majesty's Woods Forests and Land Revenues  
Provided always And these Presents are upon this condition  
that if the said yearly rent of One hundred and three pounds ten  
shillings or any part thereof or the said additional rent hereby reserved  
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 Robert Tyler  
Barrett his exors 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 found or adjudged Bankrupt or shall be arrested and confined in Prison for debt for fourteen days or shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executor or adm<sup>r</sup> then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Comm<sup>r</sup> or Comm<sup>r</sup> on behalf of Her Majesty her heirs and successors to enter into and upon & retain possession of the said land first hereby demised as fully and effectually in all respects as if these Presents had not been made and immediately upon such reentry being made the right of Sporting secondly hereby granted shall cease and determine And it is hereby covenanted & declared that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Robert Tyler Barrett his executors adm<sup>r</sup>s or assigns to Her Majesty her heirs & successors in addition to any rent then due in respect of the said premises proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made Provided lastly And it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said Robert Tyler Barrett his exors adm<sup>r</sup>s or assigns shall not be entitled to any payment allowance compensation or right of any nature or kind soever and whether founded upon the custom of the District in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinbefore expressly defined and to which the said Robert Tyler Barrett his exors adm<sup>r</sup>s or assigns may be entitled under these Presents 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 second and third parts have hereunto set their hands and seals the day and year first above written.

James K (St.) Howard      Robert Tyler (St.) Barrett

Signed sealed and delivered by the within named James Kenneth Howard in the presence of - J Russell Lowry, Office of Woods & Mitchell place  
Signed



Signed sealed and delivered by the within named Robert Tyler Barnett  
in the presence of

Robert Legg  
Tax Collector  
Farnham

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.

4<sup>th</sup> June 1870

A G Hewlett  
Keeper of the Records

+

Filed  
1870

Dated 13  
June 1870

of Farnham

The Hon  
James K  
Howard a  
Counr of He  
Majesty's Wood  
F. and Mill  
Henry Melvill  
Esq

Giles Muntz  
Esq

License

use a private  
road from Mr  
Cottage at Al  
Holt to the  
Station at Bont

Print  
paid  
Doubled

1871/2

1872

187

See 10

m



Filed  
1870/71

Barrett  
in  
entry

Dated 13<sup>th</sup> June 1870. **Giles Howard** made the thirteenth day of June One thousand eight hundred and seventy Between **The Queen's Most Excellent Majesty** 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 mentioned of the second part **William Henry Melvill** of Beaumont Gardens Brompton in the County of Middlesex Esquire & Barrister at Law of the third part and **Giles Munby** of Mary Cottage Alice Holt in the County of Southampton Esquire of the fourth part Whereas the Queen's Majesty is seized in fee in right of Her Crown of the land and hereditaments hereinafter described subject to a Lease of part thereof and of the right of Sporting over other part granted to the said William Henry Melvill for a term which will expire on the first day of February One thousand eight hundred and eighty five And whereas the said Giles Munby has requested the said parties hereto of the second and third parts to grant to him a License to use the Road hereinafter mentioned which they have agreed to do upon the terms hereinafter expressed

**License** is expressed Now this Indenture witnesseth that in pursuance of the said Agreement He the said James Kenneth Howard both hereby on behalf of Her Majesty and under the powers of an Act of the tenth George fourth Chapter 50 and of another Act of the 11<sup>th</sup> Victoria and 15<sup>th</sup> Victoria Chap: 112 and with the consent of the said William Henry Melvill grant and the said William Henry Melvill doth ratify and confirm unto the said Giles Munby license and permission for him and his family friends and servants from time to time residing or visiting at Mary Cottage aforesaid to pass and repass either on foot or with horses and carriages upon and over a private Road leading from the residence of the said Giles Munby at Alice Holt aforesaid through the grounds at Holt Lodge from the South East Entrance Gate thereof passing in front of the said Lodge and from thence through Great Lodge Plantation to the Railway Station at Bentley Saying therefore to the Queen's Majesty her heirs and successors the yearly rent of One shilling on the 24<sup>th</sup> day of June in every year during the continuance of this License And it is hereby agreed and declared that this License may be determined at any time either by the Commissioner of Her Majesty's Woods, Forests and Land Revenues for the time being in charge of the said premises or by the said William Henry Melvill his executors or assigns by giving to the said Giles Munby or leaving for him at his place of residence at Mary Cottage

use a private road from Mary Cottage at Alice Holt to the Railway Station at Bentley.

Print  
Hants  
1871/2  
1872/3  
1873/4  
See 1052  
while  
28932



aforesaid one month's Notice in writing for that purpose which notice may expire at any time of the year And the said Giles Munby doth hereby for himself his heirs execs and admors covenant with the Queen's Majesty her heirs and successors that he or they will pay the said yearly rent in manner aforesaid And also will contribute and pay to Her Majesty her heirs and successors a reasonable share to be from time to time fixed by the Deputy Surveyor of Alice Holt Woods of the expense of keeping the said road in good and substantial repair 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, third and fourth parts have hereunto set their hands and seals the day and year first above written.

James K. Howard (S)  
 W. Henry Melvill (S)  
 Giles Munby (S)

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

J. Russell Towray  
 Office of Woods, &  
 Mitchell Place

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

William Sewington  
 Office of Woods  
 1 Mitchell Place

Signed sealed and delivered by the above named Giles Munby in the presence of

William Amos  
 Rowledge  
 Lieut<sup>m</sup>

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.

4<sup>th</sup> July 1870.

H. G. Hewlett  
 Keeper of the Records

Schedule  
 1870  
 Dated 22  
 June 1870  
 Isle of Alderney  
 The Hon<sup>ble</sup>  
 Sir K. Howard  
 a Comm<sup>r</sup> of  
 Majesty's Wo  
 &c.  
 Her Majesty  
 Principal  
 Secretary  
 State for  
 War Depar<sup>t</sup>

License  
 use Longy  
 Common of  
 the purpose  
 Rifle Practi  
 Drill and Ex  
 by Her Maje  
 Troops.