

Schedule

Dated 17th June 1878.

This Indenture

made the seventeenth day of June One thousand eight hundred and seventy eight Between the Right Honourable Charles George Earl of Egmont and The Reverend George Frederick Pearson of Tuntingdon in the County of Sussex Clerk in Holy Orders of the first part The Reverend Henry Legge of East Lavant in the County of Sussex Clerk in Holy Orders Rector of that place of the second part The Honourable Charles Alexander Gore a Commissioner of Her Majesty's Woods Forests and Land Revenues of the third part and The Queens Most Excellent Majesty of the fourth part Whereas by the Will and Codicils of the Honorable Henry Legge who died on the nineteenth day of April One thousand eight hundred and forty four the uncle of the said Henry Legge party hereto which will bears date the twenty ninth day of June One thousand eight hundred and thirty five and which Codicils bear date the fourth day of June One thousand eight hundred and thirty six the fourteenth day of January One thousand eight hundred and thirty nine the twenty second day of January One thousand eight hundred and forty one and the eighteenth day of August One thousand eight hundred and forty two the freehold lands tenements and hereditaments and real estate of the Testator in the County of Southampton and elsewhere were devised To the use of the Testator's Nephew The Reverend William Legge during his life with remainder To the use of Trustees during the life of the said William Legge upon the usual trust to preserve contingent remainders with remainder To the use of the first and other sons of the said William Legge severally and successively in tail male with remainder To the use of the Testator's Nephew the said Henry Legge and his assigns during his life with remainder To the use of Trustees during the life of the said Henry Legge upon the usual trust to preserve contingent remainders with remainder To the use of the first son of the Testator's Nephew the said Henry Legge in tail male with divers remainders over And whereas the said Henry Legge party hereto being a bachelor intermarried in the year One thousand eight hundred and thirty with Elizabeth Louisa Douglas Spinster and there were issue of such marriage six children and no more videlicet Henry Edward Legge the eldest son and three younger sons and two daughters And whereas by an indenture dated the thirty first day of August one thousand eight hundred and sixty one enrolled in the High Court of Chancery on the twentieth day of November following made between the said Henry Edward Legge the first or eldest son of the said Henry Legge party hereto of the first part the said William Legge of the second part the said Henry Legge of the third part and Robert Wood Lucas of the fourth part for the

Cot of Southampton

The Trustees of the Revd H^{ty} Legge's Settlement with his assent

The Queen's Most Excellent Majesty.

Conveyance of two Allotments of Land containing 17^a 0^s 5^d and a part of Woodmead Pond containing about 8. 2. 39 in the parish of Pellone.

of such witness cond parts trust above

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purpose of defeating and destroying all estates in tail of the said Henry Edward Legge of or in the several hereditaments thereby expressed to be granted disposed of and otherwise assured and all remainders limitations estates and interests depending or expectant thereupon or to take effect in defeazance thereof the said Henry Edward Legge with the consent of the said William Legge as the protector of the settlement subsisting in the same several hereditaments and also with the consent of the said Henry Legge did grant alien release dispose of and convey unto the said Robert Wood Lucas and his heirs All and singular the manors messuages lands tenements and other hereditaments of or to which under or by virtue of the said Will and Codicils of the Honorable Henry Legge deceased or by reason or in consequence of purchases made since the decease of the said Henry Legge the Testator with moneys produced by the sale of hereditaments by his said Will and Codicils devised or by reason or in consequence of exchanges of any such last mentioned hereditaments or of allotments or enclosures in respect of the same or any of them or otherwise he the said Henry Edward Legge was seized or entitled either at law or in Equity for any estate or interest of freehold in tail male or in tail in remainder expectant upon the respective deceases of the said William Legge and Henry Legge and the want or failure of issue male of the body of the said William Legge To hold the same subject and without prejudice to all such estates or interests or charges upon and powers over the same or any of them as were then subsisting and capable of arising or being exercised in priority to or in derogation of the aforesaid estates or interests in tail of the said Henry Edward Legge whether under or by virtue of the said Will and Codicils of the said Henry Legge the Testator or under or by virtue of the exercise of the powers therein contained all which estates interests charges and powers have since ceased To such uses upon such trusts and with under and subject to such powers provisions and declarations as the said Henry Legge party hereto and Henry Edward Legge by any deed or deeds with or without power of revocation and new appointment should from time to time or at any time jointly direct limit or appoint and in default of and subject to such appointment To the uses therein mentioned And whereas by an Indenture of Settlement dated the thirtieth day of November One thousand eight hundred and sixty one made between the said Henry Legge of the first part the said Henry Edward Legge of the second part Augustus George Legge William Douglas Legge and Charles Egerton Legge of the third part John George Phillimore

and James Fitzherbert De Teissier of the fourth part and Charles Bagot
 Phillimore and John Eldad Walters of the fifth part after reciting
 among other matters that the said William Legge was then a Bachelor
 and of the age of Fifty nine years or thereabouts the said Henry Legge
 and Henry Edward Legge did in exercise of the power created by the lastly
 hereinbefore recited Indenture irrevocably direct limit and appoint that the
 freehold hereditaments thereinafter expressed to be thereby granted ^{in trust} assured
 with the appurtenances should (subject only as thereinafter mentioned) thence-
 forth go and remain and accordingly that subject as last aforesaid the
 lastly hereinbefore recited Indenture should as regards the same thenceforth
 operate and enure To the uses upon the trusts and with and subject to
 the powers provisoes agreements and declarations thereinafter declared
 and contained of and concerning the same And the said Henry Legge
 according to his aforesaid estate for his life and all other if any his estate
 and interest did grant alien surrender release and convey and the said
 Henry Edward Legge did grant alien release convey and confirm
 unto the said John George Phillimore and James Fitzherbert De Teissier
 and their heirs All and so much as were or was of freehold tenure of
 or in the manors messuages lands tenements and other hereditaments
 the short particulars of which respectively were specified in the first
 Schedule to the Indenture now in recital and which were situate in the
 County of Southampton and elsewhere And all other the hereditaments
 of or to which by virtue of the said Will and Codicils of the said Henry
 Legge and the lastly hereinbefore recited Indenture the said Henry
 Legge party hereto and Henry Edward Legge or either of them were or
 was seized or entitled for any estate or interest of freehold tenure in
 remainder or expectancy or otherwise or over which they or either of
 them had any power of appointment Together with all heaths moors
 marshes folds feedings wastes commons common of pasture and turbarne
 waters watercourses and other appurtenances thereto And which first
 Schedule to the Indenture now in recital contains the short particulars
 of Manors and estates in the County of Southampton and elsewhere
 devised by the Will of the said Henry Legge the Testator or then subject
 to the limitations by the same Will declared of the estates thereby devised and
 which first Schedule includes the manor and Manors of Hough alias
 Southey and Blackmere in the Parishes of Binsted and Selborne in the
 County of Southampton with their and each of their rights members and
 appurtenances and also considerable freehold estates in the Parishes of
 Selborne Binsted and Greatnam in the County of Southampton and
 elsewhere And it was by the Indenture now in recital declared that the

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elsewhere And it was by the machine now in actual declared that the



that the appointment and conveyance or other assurance thereinbefore contained
 should respectively operate and enure and accordingly that the freehold
 premises therein comprised should thenceforth go and remain (subject
 always and without prejudice to all such estates or interests or charges
 upon and powers over the same or any of them respectively as were
 then respectively subsisting and capable of arising or being exercised
 in priority to or derogation of the said estate or interest therein of the
 said Henry Legge party hereto for his life (all which estates interests
 charges and powers have since ceased) but freed and discharged of and
 from all powers annexed or appurtenant to the same life estate or interest
 or exercisable by the said Henry Legge as tenant thereof.) To the uses
 therein mentioned and in part hereinafter set forth that is to say To the
 use of the said Charles Dagot Phillimore and John Eldad Walters their
 executors administrators and assigns for a term of Five Hundred
 Years from the day before the date of the Indenture now in recital Upon
 the trusts therein declared and subject as aforesaid from and after
 the expiration or sooner determination of the said term and in
 the meantime subject thereto and to the trusts thereof To the use or
 intent that the said Henry Edward Legge and his assigns should as
 from the day of the decease of the said William Legge and thenceforth
 during the joint lives of the said Henry Legge party hereto and the
 said Henry Edward Legge receive and take one annual sum or
 rent charge of Four hundred pounds to be charged upon and yearly
 issuing out of such of the freehold hereditaments comprised in the
 Indenture now in recital as consist of corporeal hereditaments And
 to the further use and intent that if the said Henry Edward Legge
 should die in the lifetime of the said Henry Legge party hereto and
 should leave surviving him a Widow and a Child or Children or a
 Child or Children only Then that the executors or administrators of the
 said Henry Edward Legge should as from the day of his decease if that
 event should happen after the decease of the said William Legge but
 otherwise as from the day of the decease of the said William Legge and
 thenceforth during the life of the said Henry Legge party hereto receive and
 take an annual sum or rent charge of Three hundred pounds to be
 charged upon and yearly issuing out of such of the said Freehold
 Hereditaments as consist of corporeal hereditaments with usual powers
 of distress and entry and perception of profits in case of the said
 annuities or either of them being in arrear and subject and charged
 as aforesaid To the use of the said Henry Legge party hereto and his
 assigns for his life with divers remainders over And it was thereby

provided and declared that it should be lawful for the said John George Phillimore and James Fitzherbert De Teissier at any time or times during the lives and life of the said Henry Legge party hereto and of the successive tenants for life therein named at the request in writing of such one of them as should for the time being be tenant for his life in possession of the said freehold premises by virtue of the limitations therein before contained or as would be such tenant for life in case the said William Legge were dead without leaving issue male of his body to dispose of all or any part of the said freehold premises and the fee simple and inheritance thereof by absolute sale for such price or prices in money as to them the said John George Phillimore and James Fitzherbert De Teissier should seem reasonable And for the purpose of completing any such sale as aforesaid by any deed or deeds absolutely to revoke the uses and trusts which under or by virtue of the Indenture now in recital should be then subsisting in the hereditaments which should be sold and to declare such new or other use or uses of the same as should be necessary or expedient or as the person or persons by whom the same should be respectively purchased should direct and it was thereby declared that when all or any part of the said freehold premises should be sold for a consideration in money the said John George Phillimore and James Fitzherbert De Teissier should lay out and invest the same money as therein mentioned And it was thereby declared that every receipt in writing which should be given by any person or persons thereby or thereafter appointed to be or acting de facto or de jure as trustees or a trustee of or for any of the several purposes of the Indenture now in recital in or about the execution of the several trusts and powers thereby declared and created or any of them should effectually discharge the person or persons to whom the same should be given from the monies in or by such receipt acknowledged to have been received and from the necessity of seeing to the application of the same and from all liability by reason of the loss misapplication or nonapplication of the same or any part thereof And it was thereby provided that if the several trustees for the time being of the purposes of the trusts and powers thereby respectively reposed in the said John George Phillimore and James Fitzherbert De Teissier should die or be desirous to be discharged from the trusts and powers thereby reposed in them respectively before such trusts and powers should be fully performed it should be lawful for the one of them the said Henry Legge party hereto and other successive tenants for life therein named who should for the time be tenant for his life in possession of the said

freehold premises by virtue of the limitations thereinbefore contained or who would be such tenant for life if the said William Legge were dead without leaving issue male of his body to substitute or appoint by any deed or deeds any one or more person or persons to be a Trustee or Trustees in the place of any or every Trustee so dying or desiring to be discharged as aforesaid for the purpose of executing and exercising all and every of the trusts and powers originally or by appointment vested or reposed in such last mentioned Trustee either solely or jointly with any other Trustee or Trustees or such of the same trusts and powers as should for the time being be in existence or capable of arising And that every new Trustee appointed pursuant to the power now being recited should and might in all things act and assist in the management and execution of the trusts to which he shall be appointed as effectually and should have all the same powers authorities and discretions as if he had been thereby nominated a Trustee for the purposes of the same trust And whereas in or shortly previous to the year One thousand eight hundred and sixty five persons interested in certain lands called or known as Southey Common and Ridges Greens in the Parishes of Selborne and Greatthorn in the County of Southampton within the said Manor or Manors of Southey and Blackmore and proposing to enclose the same lands under the Acts for the Inclosure Exchange and Improvement of land made due application to the Inclosure Commissioners for England and Wales to sanction such Inclosure And whereas the said Inclosure Commissioners on the statements contained in the said application thought the Inclosure of the said lands might be found expedient and accordingly referred the said application to Nathaniel Wetherell Esquire (an Assistant Commissioner duly appointed under the said acts for the Inclosure Exchange and improvement of land) And whereas the said assistant Commissioner after having caused due notice to be given and having inspected the said lands held pursuant to the said notice a meeting on the twenty seventh day of April One thousand eight hundred and sixty five at the Queens Arms Inn in the said Parish of Selborne to hear any objections which might be made to the said proposed Inclosure and any information or evidence which might be offered in relation thereto and inquired into the correctness of the statements in the said application and otherwise into the expediency of the said proposed Inclosure And whereas the said Assistant Commissioner duly reported in writing to the said Inclosure Commissioners the result of his enquiries as to the statements contained in the said Application and his opinion as to the expediency of the said proposed Inclosure with his reasons for such opinion and annexed to his report a sketch or plan of the said lands and with regard to that part of

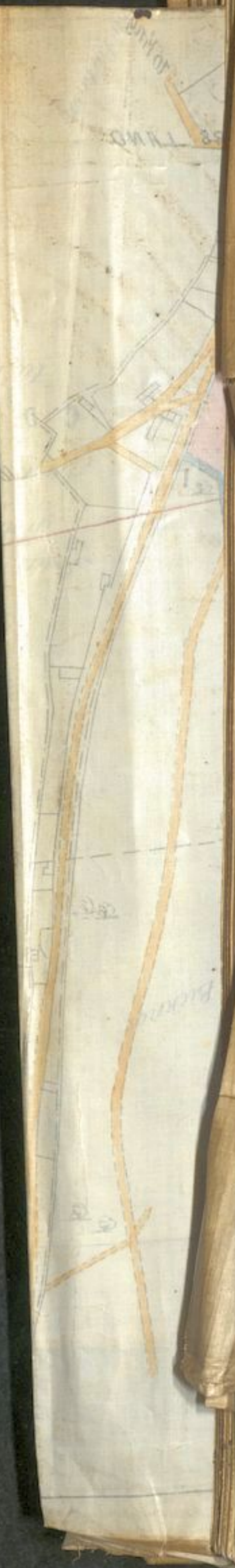


Wootmer Pond which is hereinafter described and intended to be hereby assumed
 We reported as follows "The land mentioned in the application was intended to
 comprise part of Wootmer Pond nine acres three roods and fourteen perches but
 this portion of the land cannot be considered as legally commonable for although
 of late years the District has been drained and the Southey portion of the Pond
 has been thereby laid sufficiently dry to allow cattle to feed there occasionally still
 anterior to the drainage it was constantly covered with water And under these
 circumstances the Lord withdrew it from the application; The remainder of the
 land lies in one tract divided only by a road and its acreable extent as taken from
 the Parish map is as follows Southey Common one hundred and fifty four acres
 three roods and eight perches Ridges Green Twenty four acres and thirty three perches
 add about two acres in the parish of Lyeatham Two acres Total one hundred and eighty
 one acres and one perch" And whereas in the sketch or plan annexed to the said
 Assistant Commissioners Report the said portion of Wootmer pond so withdrawn
 from the application is not included the same being scored through and marked
 "omit" And whereas the said Inclosure Commissioners issued their provisional
 order bearing date the twenty fifth day of May One thousand eight hundred and
 sixty five for and concerning the said proposed inclosure whereby after reciting among
 other things that the said Assistant Commissioner had held the said meeting on
 the twenty seventh day of April One thousand eight hundred and sixty five and
 had duly reported in writing to the said Inclosure Commissioners the result of
 his enquiries as to the statements contained in the said application and his
 opinion as to the expediency of the said proposed Inclosure with his reasons
 for such opinion and annexed to his Report a sketch or plan of the said
 lands and that a copy of that sketch or plan was annexed to the said provisi-
 onal order (but which copy was not in fact an accurate copy) and reciting that
 the said Inclosure Commissioners were of Opinion that the said proposed
 Inclosure would be expedient and in case the necessary consents should be
 given and the requisites of the Acts for the Inclosure Exchange and Improvement
 were otherwise complied with intended to certify in their Annual General Report
 the expediency of such Inclosure upon the terms hereinafter mentioned The said
 Inclosure Commissioners did by that Provisional Order declare the terms and con-
 ditions on which they were of opinion that the said proposed Inclosure should be
 made And whereas by the twenty first Annual Report of the said Inclosure
 Commissioners dated the thirty first day of January One thousand eight hundred
 and sixty six addressed to the Right Honorable the Secretary of State for the Home
 Department the said Inclosure Commissioners certified that they had received the
 necessary consents to the following proposed Inclosures to which they had severally
 appended the grounds on which they were of opinion that they were expedient
 that is to say among others Southey Common and Ridges Green in the Parishes

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of Selborne and Lytcham containing about one hundred and eighty one acres And whereas by the Annual Inclosure Act 1866 after reciting that the Inclosure Commissioners for England and Wales had in pursuance of the Acts for the Inclosure Exchange and Improvement of Land issued their provisional order for and concerning the proposed inclosures mentioned in the Schedule to that Act and had in their twenty first Annual General Report certified their opinion that such inclosures would be expedient it was enacted that the said several proposed inclosures mentioned in the Schedule to that Act be proceeded with And in the Schedule to that Act is contained as follows.

Inclosure - Southey - County Southampton - Date of provisional order twenty fifth May one thousand eight hundred and sixty five And whereas by the award of William Bryan Wood the valuer in the matter of the said Inclosure which said Award bears date the thirtieth day of October one thousand eight hundred and sixty eight and was confirmed by the said Inclosure Commissioners on the thirty first day of December in the same year after reciting that the Inclosure of certain lands called or known as Southey Common and Ridges Green situate in the Parishes of Selborne and Lytcham in the County of Southampton had been duly authorized under the provisions of the Acts for the Inclosure Exchange and improvement of Land the said Valuer did set out allot and award unto the said William Legge the Lord of the Manor of Southey and Blackmere All that piece or parcel of Land N^o 29 on the map annexed to the said Award and containing sixteen acres one rood and thirty nine perches which he the said Valuer adjudged and declared to be equal in value to one fourteenth part of the residue of the lands to be enclosed and to be in lieu and in full compensation for the right and interest of the said William Legge in the soil of the said Lands inclusively of his right and interest in all mines minerals stone and other substrata under the same and the said Valuer directed that the fences on the north western south western and north eastern sides thereof should be made and maintained by the owner for the time being of the said Allotment And the said Valuer did set out allot and award unto the said William Legge the allotment N^o 30 on the said map containing two roods and six perches and he directed that the fences on the north western and north eastern sides thereof were to be made and maintained by the Owner for the time being and he declared that the said allotment No. 30 with other allotments were made to the said William Legge in respect of rights of Common appurtenant to Old Inclosures numbered on the Title Apportionment plan of the Parishes of Selborne 472-473-474-475-476-477 and on the title apportionment plan of the Parish of Rinsted 47-60 332-197-345 containing together twelve acres one rood and thirty seven perches and the Furze Field in the



Parish of Greattham numbered 60 in the Woolmer Disafforesting Award containing one acre two roods and thirty nine perches And the said Valuer did thereby order direct and appoint that good and sufficient fences for enclosing the several allotments thereinbefore described if not already set up and made should be made within the space of two months from the confirmation by the said Inclosure Commissioners of that his Award by the several persons owners for the time being of the said several Allotments on the sides thereinbefore in that behalf prescribed or which sides respectively a mark is drawn thus T on the said map which mark is shown on the plan drawn hereon And whereas the said William Legge departed this life on the sixth day of November One thousand eight hundred and seventy two without having been married And whereas the said William Legge by his Will dated the sixth day of September One thousand eight hundred and sixty seven gave devised and appointed all hereditaments and real estates of any tenure belonging to or capable of being disposed of by him at the time of his decease either at Law or in Equity only in manner following (that is to say) as to and concerning all such of the same hereditaments and real estates as were of freehold tenure and so holden as to be by law capable of being settled to uses by that his Will To the same or the like uses upon the same or the like trusts and with under and subject to the same or the like powers provisions and declarations as those which by the hereinbefore recited Indenture of settlement were expressed declared and contained of and concerning the hereditaments in the first Schedule thereto mentioned and described And whereas the said lauds in respect of the rights of common appurtenant whereunto the said allotment No. 30 was made were either originally comprised in and assured by the hereinbefore recited Indenture of Settlement or became subject thereto by reason of the said Will of the said William Legge And whereas by an Indenture dated the thirtieth day of December One thousand eight hundred and seventy six endorsed on the hereinbefore recited Indenture of Settlement and made between the said Henry Legge of the first part the said James Fitzherbert De Teissier (therein by mistake called De Tessier) of the second part and the said Charles George Earl of Egmont and George Frederick Pearson of the third part after reciting that the said John George Phillimore had died and that the said James Fitzherbert De Teissier was desirous of being discharged from the trusts reposed in him by the hereinbefore recited Indenture of Settlement the said Henry Legge did thereby substitute and appoint the said Charles George Earl of Egmont and George Frederick Pearson respectively to be Trustees in the place of the said John George Phillimore deceased and James Fitzherbert De Teissier respectively for the purpose of executing and exercising all and every of the trusts and powers vested or reposed in the said John George Phillimore and James Fitzherbert De Teissier by the hereinbefore recited Indenture of

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Settlement and the heretofore recited Will of the said William Legge or such of the same trusts and powers as were then subsisting or capable of arising And whereas the said Charles George Earl of Egmont and George Frederick Pearson in exercise of the powers of the heretofore recited Indenture of Settlement at the request in writing of the said Henry Legge testified by his executing these presents caused the hereditaments hereinafter described and intended to be hereby assured to be put up for sale by auction at the Red Lion Hotel Petersfield on the sixth day of June one thousand eight hundred and seventy seven And it was a condition of the said Sale that the Purchaser should not require the Vendors and the Tenant for life to make fences in accordance with the said Inclosure Award And whereas the said Charles Alexander Gore in exercise of the powers of the Act of Parliament of the tenth year of the reign of King George the Fourth Chapter 50 and of the Act of the fourteenth and fifteenth years of the reign of Her present Majesty and with the consent of the Commissioners of Her Majestys Treasury signified by their Warrant contracted at the said Auction for the purchase on behalf of Her Majesty of the said Hereditaments hereinafter described and intended to be hereby assured being Lot 2 at the said Sale and the fee simple and inheritance thereof for the sum of Three hundred and Sixty pounds Now this Indenture witnesseth that in pursuance of and for effectuating the said Sale and in consideration of the sum of Three hundred and sixty pounds on or before the execution of these presents paid by the said Charles Alexander Gore on behalf of the Queens Majesty to the said Charles George ^{Earl of} Egmont and George Frederick Pearson the receipt whereof the said Charles George Earl of Egmont and George Frederick Pearson do hereby acknowledge and from the same do hereby acquit and discharge the Queens Majesty and the said Charles Alexander Gore as such Commissioner as aforesaid They the said Charles George Earl of Egmont and George Frederick Pearson at the request in writing of the said Henry Legge testified by his executing these presents do by this deed so far as regards the hereditaments hereinafter described and intended to be hereby assured absolutely revoke all and singular the uses and trusts which under and by virtue of the heretofore recited Indenture of Settlement or of the said Will of the said William Legge are now subsisting of and concerning the said hereditaments hereinafter described and intended to be hereby assured And the said Charles George Earl of Egmont and George Frederick Pearson on the direction of the said Charles Alexander Gore testified by his executing these presents do declare that All that allotment No 30 awarded under the Inclosure of Pouthey Common and Ridges Green containing two roods and six perches or thereabouts and also all that allotment No 29 awarded under the same Inclosure



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Containing sixteen acres one rood and thirty nine perches or thereabouts which
said allotments have a frontage of about One thousand two hundred and
seventy feet to the main road from Petersfield to Farnham and are delineated
on the plan drawn hereon and are thereon colored Green and are subject to
the directions now in force contained in the said Award relating to fencing
the said Allotments. And also all that land and land covered with water
being that part of Woolmer Pond which is delineated on the said plan drawn
hereon and thereon colored blue containing eight acres two roods and thirty
nine perches or thereabouts bounded on the east by other part of Woolmer Pond
and on all other sides as follows that is to say in part by the allotment No. 29 here-
inbefore conveyed and in the remaining part by allotments Nos 28. 27. 26 and 25
which said hereditaments intended to be hereby assured contain together twenty
five acres three roods and four perches or thereabouts and are situate in the Parish
of Selborne in the County of Southampton Together with all trees fences hedges
ditches mines minerals ways waters water courses land covered with water rights
easements advantages and appurtenances to the said hereditaments or any
part thereof appertaining or with the same or any part thereof held or enjoyed
or reputed as part thereof or appurtenant thereto shall henceforth be and
remain to the use of the Queens Majesty her heirs and successors in right
of Her Crown And each of them the said Charles George Earl of Egmont
and George Frederick Pearson as to his own acts and deeds only doth hereby
for himself his heirs executors and administrators Covenant with the
Queens Majesty her heirs and successors that he the covenanting party respect-
ively hath not done or knowingly suffered or been party or privy to anything
whereby they are prevented from making such revocation and appointment
as are hereinbefore contained or whereby the hereditaments and premises hereby
appointed or expressed so to be or any of them are or can or may be incum-
bered And whereas the documents mentioned in the Schedule to these
presents relate to the title to the said hereditaments intended to be hereby assured
and to other property and the said documents are now in the possession of the
said Charles George Earl of Egmont and George Frederick Pearson and
upon treaty for the said Sale and Purchase it was agreed that such covenant
as is hereinafter contained should be entered into in respect of the said documents
Now this Indenture further Witnesseth that in pursuance of the
said arrangement the said Charles George Earl of Egmont and George Frederick
Pearson do hereby for themselves their heirs executors ~~and~~ administrators and
assigns but so far only as relates to their own respective acts and so as to bind
themselves and their representatives only while having the actual custody
of the documents hereby covenanted to be produced and so far as practicable
to bind such documents into whosoever hands the same may come and not

as to bind themselves or their representatives or to incur any liability in relation thereto further or otherwise covenant with the Queen's Majesty her heirs and successors that they the covenanting parties respectively their heirs executors administrators and assigns will at all times hereafter at the request of the said Charles Alexander Gore or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the premises (hereinafter called the said Commissioner or Commissioners) or of the Law Officers of the Crown * * * * * at the cost of the Queen's Majesty her heirs and successors unless prevented by fire or other inevitable accident produce to the said Commissioner or Commissioners or to the Law Officers of the Crown or to such person or persons as they or any of them respectively shall direct or at any trial hearing or examination or in the execution of any commission or elsewhere in England as occasion shall require the documents mentioned in the Schedule hereunder written and will at all times at the like request make and furnish to the said Commissioner or Commissioners or to the Law Officers of the Crown or to such person or persons as any of them respectively shall direct true copy or copies attested or unattested of the same documents or any of them and will in the meantime unless prevented as aforesaid keep and preserve the same documents safe and undefaced And the said Charles Alexander Gore 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.

The Schedule above referred to

- 31st August 1861. The Disentailing Assurance ^{of this date} heretofore recited
- 30th November 1861 The Indenture of Settlement of this date heretofore recited
- 30th December 1876 The Indenture of Appointment of Trustees of this date heretofore recited indorsed on the said Indenture of Settlement.

Egmont (S) George Frederick (S) Pearson Charles A. (S) Gore.
Henry (S) Legge

Signed Sealed and Delivered by the within named Charles George Earl of Egmont in the presence of

Aug. Fred. Coe
14 Fleet Street Bloomsbury Square. Solr.

Signed Sealed and Delivered by the within named George Frederick Pearson in the presence of

Charles Egerton Legge
of East Lavant Sussex Esq.



Signed Sealed and Delivered by the within named Henry Legge in the presence of

Reginald Cager, M.D. Northwoods Bristol

Signed Sealed and Delivered by the within named Charles Alexander Gore in the presence of

J. F. Redgrave
Office of Woods &
London

Received the day and year first within written of and from the within named Charles Alexander Gore the sum of Three hundred and sixty pounds being the consideration of money within expressed to be paid by him to us } £360

Witness to the signature of the Earl of Egmont }
Aug: Fred: Coe }
Egmont }
George Frederick Pearson }

Witness to the signature of }
George Frederick Pearson }
Charles Egerton Legge }

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

2nd July 1878.

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Agreement

Dated 11th
July 1878.

The Hon^{ble}
Jas^t Kenneth
Howard of
Commissioner of
Her Majesty's
Woods

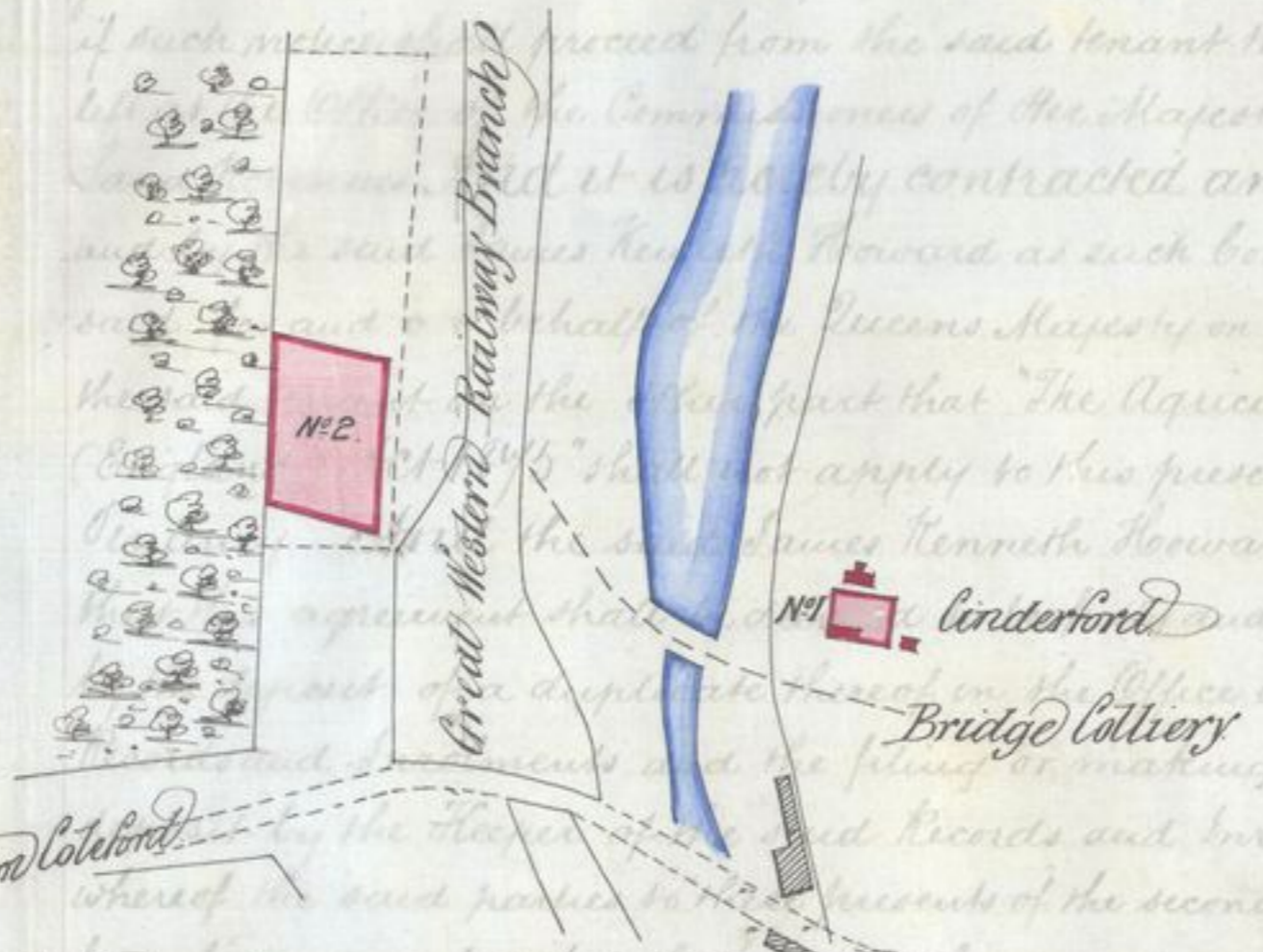
— and —
M^r Will^m
Marfell.

Agreement
for letting Cottage
situate near Cinderford
Bridge Colliery
on a monthly
tenancy from the
1st April 1878.

Rent 8^s 4^d per month

Articles of Agreement made the fourth day of July one thousand eight hundred and seventy eight Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and William Marfell of Cinderford Hawker hereinafter called the said Tenant of the third part The said James Kenneth Howard as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said Tenant who hereby agrees with Her Majesty to take and rent as Tenant to Her Majesty All that cottage stable and offices situate near Cinderford Bridge Colliery in the Forest of Dean containing thirteen perches or thereabouts colored pink and numbered 1 on the plan drawn on the fourth page of this Agreement And also all that piece of land near to the last mentioned premises containing one rood thirty three perches or thereabouts colored pink and numbered 2 on the said plan together with the fixtures therein To hold the same hereditaments to the said tenant from the first day of April one thousand eight hundred and seventy eight as monthly tenant (the tenancy being however determinable as after mentioned) at the monthly rent of eight shillings and four pence to be paid to the Crown Receiver of Dean Forest free from all taxes rates and deductions whatsoever (except Landlords property tax) by equal payments on the first day of every month the first payment to be due on the first day of May next And the said Tenant hereby agrees that he will pay to the Queens Majesty the said monthly rent of eight shillings and four pence on the days and in manner aforesaid And will also pay the land tax sewer rates tithes or tithe rent charge and all other rates taxes and assessments whatsoever (except the Landlords property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire And also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queens Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having

the management of the said premises (hereinafter called the said
 Commissioner or Commissioners) or to whom he or they may appoint
 And will permit the said Commissioner or Commissioners to his or their
 Agent at any time or times during the said tenancy to enter into and
 inspect the state and condition of the said premises and to execute any
 works thereon or to place thereon any notice And it is hereby
 agreed that it shall be lawful for the said Commissioner or Commissioners
 or the said tenant to determine this tenancy on the first of any month
 by giving to the other of them one calendar months previous notice
 in writing of his or their intention so to do and if such notice shall
 proceed from the said Commissioner or Commissioners the same may be
 given to the said tenant or left for him upon the said premises and
 if such notice shall proceed from the said tenant the same shall be



left for the said tenant. The Commissioner of Her Majesty's Woods Forests and
 Parks and the said tenant have contracted and agreed between
 themselves and Her Majesty's Woods Forests and Parks as such Commissioner as afore-
 said and the said tenant that the Statute in that behalf made by Her Majesty on the one part and
 the said Commissioner as afore-said on the other part that "The Agricultural Holdings
 Act 1875" shall not apply to this present Contract of
 agreement between the said James Kenneth Howard doth hereby direct
 that a duplicate of this agreement shall be filed in the Office of Land Revenue
 Records and Inrolments and the filing or making an entry of such
 duplicate shall be sufficient to give effect to the provisions of the second and third parts
 of the Statute in that behalf made by Her Majesty on the one part and the said
 Commissioner as afore-said on the other part the day and year first above written

Scale 3 Chains to an Inch

Signed by the above named James Kenneth Howard in the presence
 of J. Russell Souray

Office of Woods &c.
 Whitehall Place

Signed by the above named William Marfell in the presence of
 Marmaduke Lowe

Whitehead Park

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.

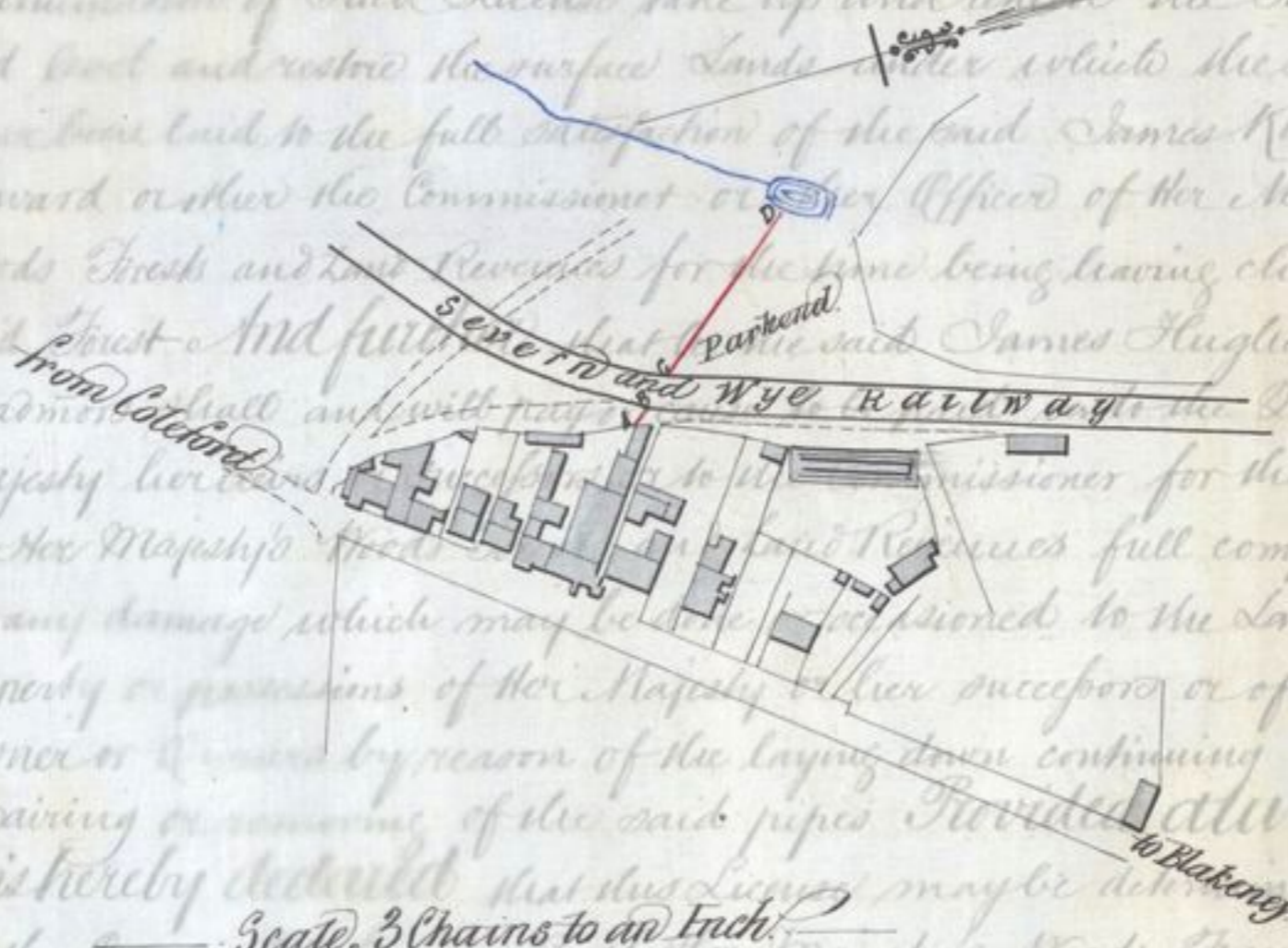
5th July 1848.

H. G. Hewlett
 Keeper of the Records

Dated 14th August 1878
 Forest of Dean
 The Hon^{ble} Jas Kenneth Howard
 Commissioner of Her Majesty's Woods & Forests
 and James Hughes
 in the County of Gloucester Timber Merchant of the third part
 Witnesseth that the said James Kenneth Howard under the
 powers of an Act of the 10th George the 4th Chapter 50 and of
 another Act of the 11th and 15th of Victoria Cap: 42 Doth hereby
 grant to the said James Hughes his executors admors and assigns
 his License and permission to take and use for the purpose
 of his Steam Saw Mills at Parkend in the said Forest So
 much of the Waters of a certain Pond situate at Parkend in
 Parkend or York Walk in the said Forest indicated and shown
 by blue color on the plan drawn in the margin hereof And
 so much also of the Waters of the Brook or Stream running or
 flowing into the said Pond as does not pass through certain pipes
 lay down pipes leading from the said Brook or Stream which were laid down by
 from a Pond at the Forest of Dean Iron Company and are maintained by them
 Parkend through wastes in the Forest of Dean
 for the purpose of supplying water to his Saw Mill
 License
 under the authority of a License from the said James Kenneth
 Howard as such Commissioner as aforesaid bearing date on or about
 the fifteenth day of October One thousand eight hundred and sixty
 six And with like liberty and permission to the said James
 Hughes his executors admors and assigns for the purpose of
 conveying such Water from the said Pond as aforesaid to lay down
 pipes two inches in diameter under through or across the wastes of
 the said Forest belonging to Her Majesty from the said Pond to
 his Saw Mills as indicated and shown by red lines and by
 the letters A to B and C to D. on the aforesaid plan drawn
 in the margin hereof To hold and enjoy the said License
 unto the said James Hughes his exors admors and assigns from
 the twenty fifth day of December One thousand eight hundred
 and seventy seven until this License shall be determined as
 hereinafter provided Paying therefor to the Queen's Majesty
 her heirs and successors during the subsistence of the said License
 the clear yearly rent of Ten Shillings on the twenty fifth day
 of December in every year the first payment thereof to be made on
 the twenty fifth day of December One thousand eight hundred and

seventy eight And the said James Hughes doth hereby for
 himself his heirs executors and assigns covenant with the Queen's Majesty
 her heirs and successors That he the said James Hughes his executors
 and assigns will pay to the Queen's Majesty her heirs and
 successors during the continuance of this License the said yearly rent
 of Ten shillings on the day hereinafore mentioned for payment
 thereof without any deduction or abatement whatsoever And further
 that he the said James Hughes his executors or assigns will lay down
 the requisite pipes in a proper manner and to the full satisfaction
 of the Deputy Surveyor for the time being of the said Forest of Dean
 and will at all times during the continuance of this License keep the
 same in good and proper repair and condition and will on the
 determination of such License take up and remove the said pipes
 and level and restore the surface Lands under which the same may
 have been laid to the full satisfaction of the said James Kenneth
 Howard or other the Commissioner or other Officer of Her Majesty's
 Woods Forests and Land Revenues for the time being having charge of the
 said Forest And further that he the said James Hughes his executors
 or assigns shall and will pay or cause to be paid unto the Queen's
 Majesty her heirs or successors or to the Commissioner for the time being
 of Her Majesty's Woods Forests and Land Revenues full compensation
 for any damage which may be done or occasioned to the Lands trees
 property or possessions of Her Majesty or her successors or of any adjoining
 Owner or Owners by reason of the laying down continuing or using
 repairing or removing of the said pipes Provided always and
 it is hereby declared that this License may be determined either
 by the Commis^r or Commis^{rs} of Her Majesty's Woods Forests and Land
 Revenues for the time being in charge of the said Forest of Dean
 or by the said James Hughes his executors or assigns on giving
 six months notice in writing which may expire at any time of
 the year and if the said Notice be given by the said Commissioner
 or Commissioners the same may be left at the workshop of the said
 James Hughes at Parkend or at his residence and if such notice be given
 by the said James Hughes the same may be left at the Office of
 the said Commissioner 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 Records and Inrolments
 In witness whereof the said parties to these presents of the second

seventy eight And the said James Hughes doth hereby for
 himself his heirs executors admors covenant with the Queen's Majesty
 her heirs and successors That he the said James Hughes his executors
 admors and assigns will pay to the Queen's Majesty her heirs and
 successors during the continuance of this License the said yearly rent
 of Ten Shillings on the day hereinafore mentioned for payment
 thereof without any deduction or abatement whatsoever And further
 that he the said James Hughes his executors or admors will lay down
 the requisite pipes in a proper manner and to the full satisfaction
 of the Deputy Surveyor for the time being of the said Forest of Dean
 and will at all times during the continuance of this License keep the
 same in good and proper repair and condition and will on the
 determination of such License take up and remove the said pipes
 and level and restore the surface Lands which the same may
 have been laid to the full satisfaction of the said James Kenneth
 Howard or other the Commissioner or other Officer of Her Majesty's
 Woods Forests and Revenues for the time being leaving charge of the
 said Forest And further that the said James Hughes his executors
 or admors shall and will pay to the said Commissioner for the time being
 of Her Majesty's Woods Forests and Revenues full compensation
 for any damage which may be done or occasioned to the Lands trees
 property or possessions of Her Majesty or her successors or of any adjoining
 Owner or Tenant by reason of the laying down continuing or using
 repairing or removing of the said pipes Provided always and
 it is hereby declared that this License may be determined either
 by the Commissioner of Her Majesty's Woods Forests and Revenues
 or by the said James Hughes his executors or assigns on giving
 six months notice in writing which may expire at any time of
 the year and if the said Notice be given by the said Commissioner
 or Commissioners the same may be left at the workshop of the said
 James Hughes at Parkend or at his residence and if such notice be given
 by the said James Hughes the same may be left at the Office of
 the said Commissioner 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 Records and Inrolments
 In witness whereof the said parties to these presents of the second



MS. XXXIX. 9. 4-10

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

James K (S.) Howard

James (S.) Hughes

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

J Russell Lowray
Office of Woods &
Mitchell Place

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

William John White
Partner near Sydney
Accountant

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

15th August 1878

A G Hewlett
Keeper of the Records

ex

Dean
Coke

at H. G.

J. A. Brain

Dean Forest 1097
Coke burning
All Profit Gate
— " —

Office of Woods
9th August 1878.

J. A. Brain Sir,

Having terms on
which privilege
to burn coke
may be exercised

— Dean Forest —

With reference to your application of the 17th July last for permission to make coke on the open forest land in connection with the "All Profit Colliery" for a short period

9th Aug '78 during the hop season, I have to inform you that I am willing to grant you permission to burn coke within the piece of land enclosed by red dotted lines on the annexed tracing on your paying an annual acknowledgment of 5/-

It will be distinctly understood that you will be responsible for and make good any damage occasioned to the Crown plantations by reason of such coke burning and that the privilege is to be exercised during the pleasure of this department and to be revocable at any time -

You will be good enough to state within a fortnight whether you accept these terms.

I am, &c.

J. A. Brain, Esq.
Drybrook,
Mitcheldean,
Glos.

(S^t) James K. Howard

seals the

110



Asst

Clear Forest
Coke burning

1097

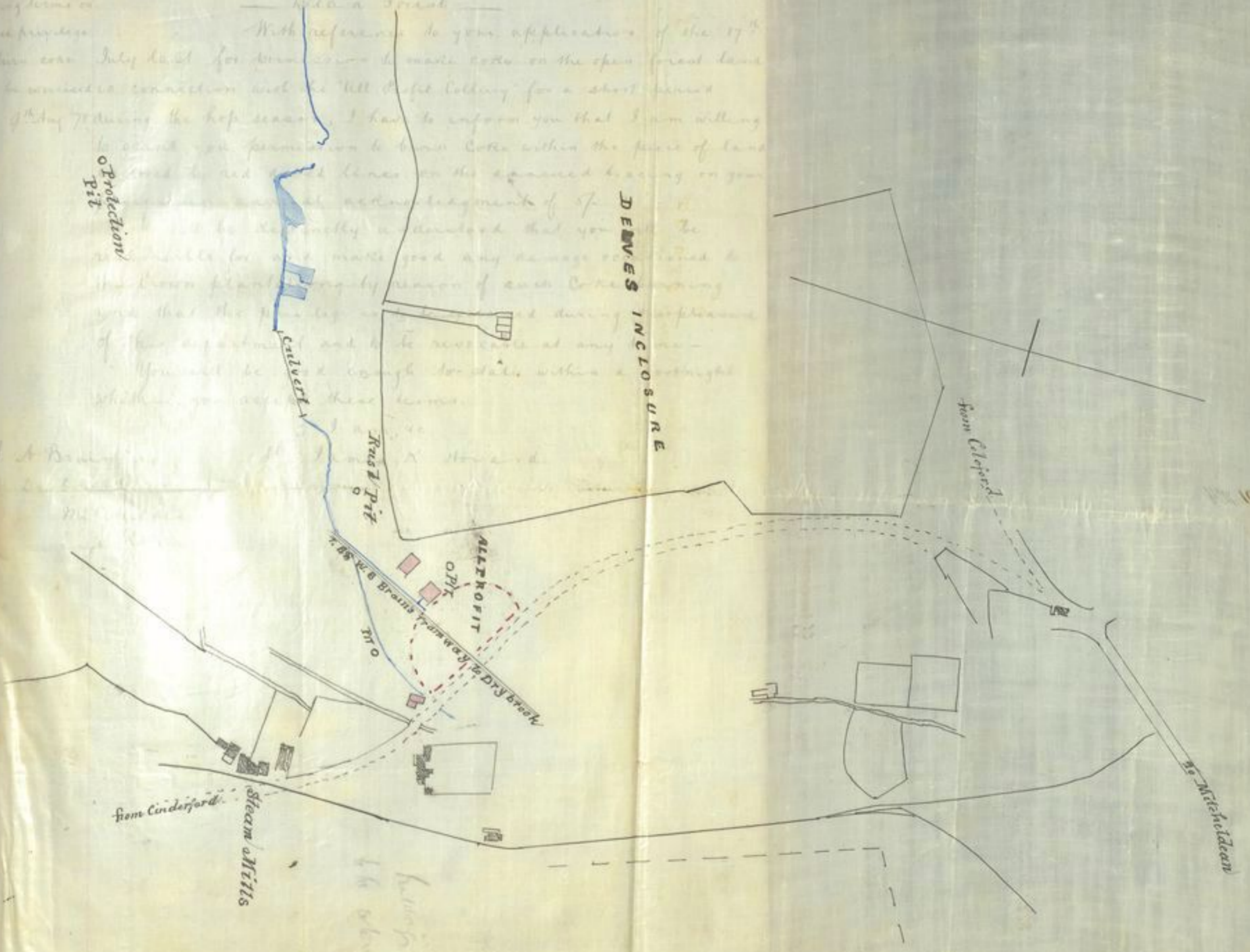
Office of Woods
9th August 1878

Dear Sir,

With reference to your application of the 17th July last for permission to make cuts on the open forest land in connection with the "All Profit Colliery" for a short period of time during the hop season, I have to inform you that I am willing to grant you permission to burn coals within the fence of land marked by red lines on the enclosed bearing on your acknowledgment of the 17th July last. It will be desirable to be generally understood that you will be held liable for any damage or injury to the trees or plants on any of the open forest land during the burning of coals. You will be held liable to state within a fortnight whether you accept these terms.

Protection
Pit

DEEVES
INCLOSURE



Asst
1097

Dated 22nd
August 18th 78

The Hon^{ble}
Sa^r J. Howard
a Commissioner of
Her Majesty's
Woods &

and

The Rev^d
Edw^d. Henry
Elers & others.

Agreement

for letting several
pieces & parcels of
land in the parish
of Boldre in the
New Forest in the
County of Hants
on a yearly tenancy
from the 10th day
of October 18th 78.

Rent L^{ts} per
Ann^{um}.

Articles of Agreement made the twenty second day of August One thousand eight hundred and seventy eight Between The Queen's Most Excellent Majesty of the first part The Honorable James Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues — Reverend Edward Henry Elers, Clerk, Sir Henry Paul Burrard Baronet, and John Lane Shrubbs Esquire all of Boldre in the County of Hants hereinafter called "the said Tenants" of the third part.

The said James Kenneth Howard as such Commissioner as pieces & parcels of aforesaid on behalf of Her Majesty hereby agrees to let to the land in the parish said tenants who hereby agree, with Her Majesty to take and of Boldre in the rent as tenants to Her Majesty. All those eight several pieces New Forest in the or parcels of land situate lying and being in the Parish of Boldre County of Hants in the New Forest in the said County of Hants containing by on a yearly tenancy by admeasurement fifty acres and more particularly described from the 10th day and delineated on the plan annexed hereto and thereon colored of October 18th 78. green with the appurtenances lately in the occupation of The Reverend A. J. Knappton and others or their undertenants To hold the same hereditaments to the said tenants from the tenth day of October 18th 78 as tenants from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Thirty four pounds to be paid to the Deputy Surveyor of the New Forest free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal quarterly payments on the tenth day of January the tenth day of April the tenth day of July and the tenth day of October in every year the first quarterly payment to be due on the tenth day of January 18th 79 And the said tenants hereby agree that they will pay to the Queen's Majesty the said yearly rent of Thirty four pounds on the days and in manner aforesaid And will also pay the Land tax sewer rates tithes or tithe rent charge and all other rates taxes and assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect

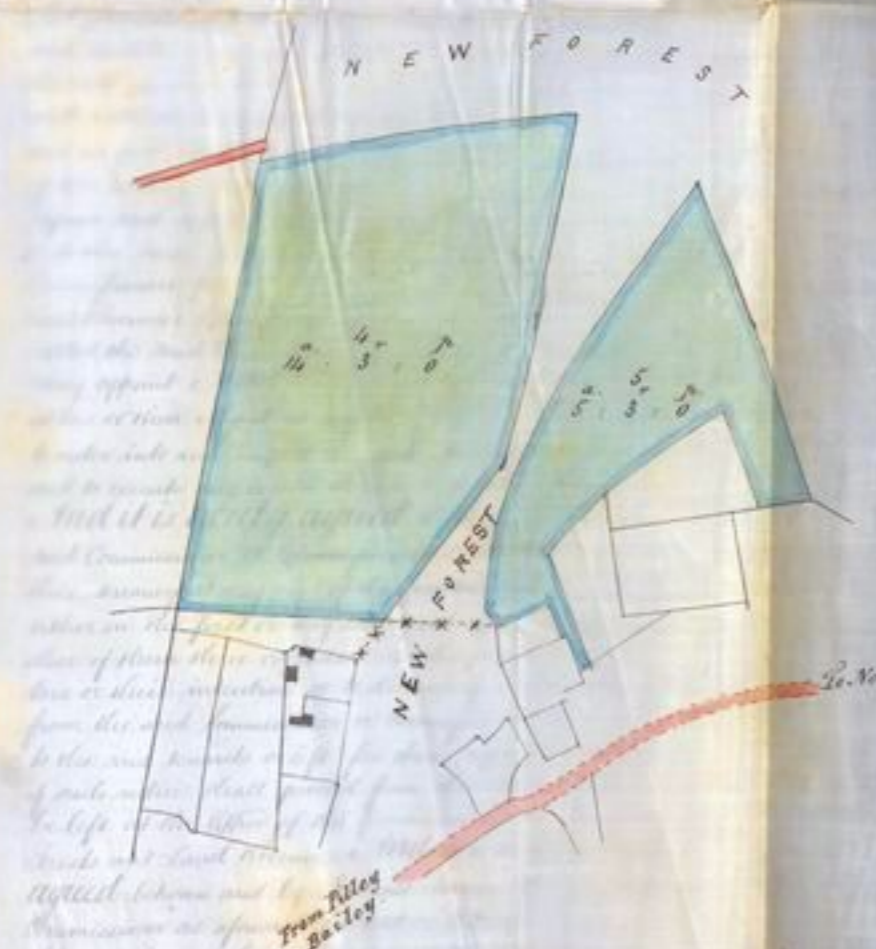
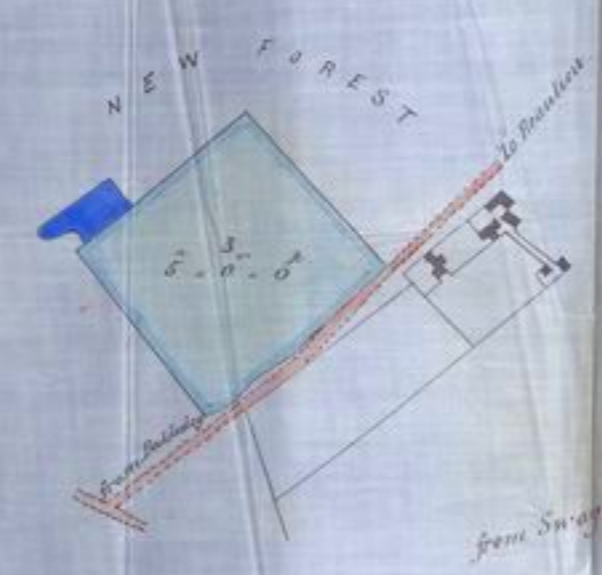
the twenty
and
Excellent
James

of the said premises Together with a proportionate part thereof
 for the period which shall elapse between the quarterly day of
 payment next preceding the expiration of the said tenancy and the
 day on which the same shall expire And also will keep the
 said premises and any fences and gates thereon in good repair,
 and condition and will not do or suffer any waste or damage to
 the said premises and will at all times well and properly manage
 and cultivate the said land and keep and leave the same clear
 and in good heart and condition and will on the determination
 of the tenancy hereby created deliver up the said premises in good
 repair and condition to the Queen's Majesty her heirs or successors
 or to the said James Kenneth Howard or other the Commissioner or
 Commissioners for the time being of Her Majesty's Woods Forests and
 Land Revenues having the management of the said premises (hereinafter
 called the said Commissioner or Commissioners) or to whom he or they
 may appoint And will permit the said Commissioner or Commis^{rs}
 or his or their Agent at any time or times during the said tenancy
 to enter into and inspect the state and condition of the said premises
 and to execute any works thereon or to place thereon any notices
 And it is hereby agreed that it shall be lawful for the
 said Commissioner or Commissioners or the said tenants to determine
 this tenancy at any one of the quarterly days hereinbefore mentioned
 either in the first or any subsequent year thereof by giving to the
 other of them three calendar months previous notice in writing of
 his or their intention so to do and if such notice shall proceed
 from the said Commissioner or Commissioners the same may be given
 to the said tenants or left for them upon the said premises and
 if such notice shall proceed from the said tenants the same shall
 be left at the Office of the Commissioners of Her Majesty's Woods
 Forests and Land Revenues And it is hereby Contracted and
 agreed between and by the said James Kenneth Howard as such
 Commissioner as aforesaid for and on behalf of the Queen's Majesty on
 the one part and the said tenants on the other part that "The Agricultural
 Holdings (England) Act 1875" shall not apply to this present
 Contract of Tenancy 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

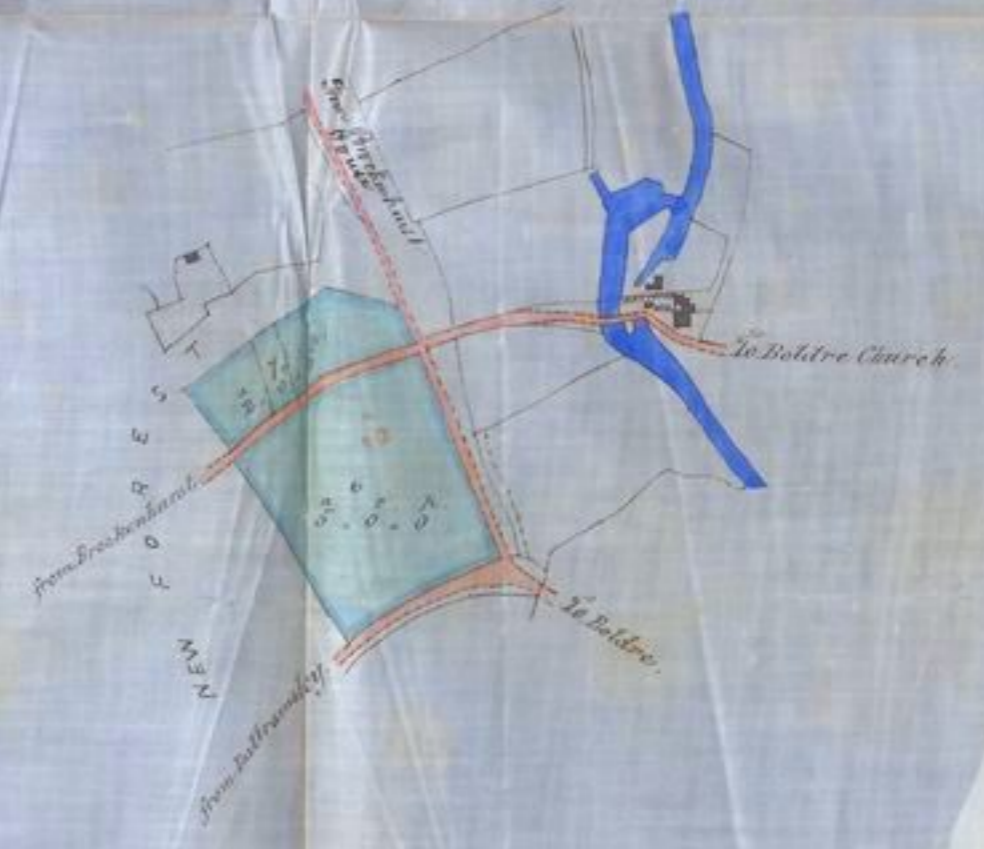
James Kenneth Howard
Commissioner

James Kenneth Howard
Commissioner

in respect



Scale, 3 Chains to an Inch.



Making an entry of such reports of all such...
and Parliaments In witness whereof the said parties to this

presents of the second and third parts have herewith
subscribed their names the day and year first above written

James K Howard
Henry P. Burrard
Edward Henry Elers
John Lane Shrubbs

Signed by the above named James Kenneth Howard in
the presence of

Maurice Howard
Architect
East Woodhay - Hants

Signed by the above named Edward Henry Elers in the
presence of

J. Patton - General
Vicars Hill Cottage
Lymington

Signed by the above named Sir Henry Paul Burrard Baronet
in the presence of

Richard R. Holmes
Librarian to the Queen
Windsor Castle

Signed by the above named John Lane Shrubbs in the
presence of

C. Louis A. Ramus
Gentleman Cadet
R. N. College - Farnborough

I Certify that a duplicate of this Agreement 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

Annual Agreement

Dated 23rd
August 18th 78

The Hon^{ble}
J K Howard
a Commissioner
of Her Majesty's
Woods &

and
Benjⁿ Legg

Agreement
for letting the
Signal House
and Garden
Parkhurst
Woods - on a
yearly tenancy
from the 25th
March 1878.

Rent £5
per Annum

Articles of Agreement made the
twenty third day of August One thousand eight hundred and
seventy eight 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 of the second part and
Benjamin Legg Labourer of Parkhurst Woods hereinafter
called "the said Tenant" of the third part.

The said James Kenneth Howard as such Commissioner as
aforesaid on behalf of Her Majesty hereby agrees to let to the said
tenant who hereby agrees with Her Majesty to take and rent as tenant
to Her Majesty **All that** piece or parcel of land with Cottage and
buildings thereon containing together two roods twelve perches or thereabouts
known as the "Signal House" and as shewn by green and pink
colors respectively on the plan drawn on the back hereof with the
appurtenances situate at Parkhurst Woods in the Isle of Wight lately
in the occupation of the said Tenant together with the fisheries therein
To hold the same hereditaments to the said tenant from the twenty
fifth day of March 1878 as tenant from year to year (the tenancy
being however determinable as after mentioned) at the yearly rent of
Five pounds to be paid to the Deputy Surveyor of the New Forest
free from all taxes rates and deductions whatsoever (except Landlord's
property tax) by equal quarterly payments on the twenty fourth day of
June the twenty ninth day of September the twenty fifth day of
December and the twenty fifth day of March in every year the first
quarterly payment to be due on the twenty fourth day of June 1878
And the said tenant hereby agrees that he will pay to the Queen's
Majesty the said yearly rent of Five pounds on the days and in
manner aforesaid And will also pay the land tax sewer rates tithes
or tithe rent charge and all other rates taxes and assessments whatsoever
(except the Landlord's property tax) now or hereafter to be imposed in
respect of the said premises Together with a proportionate part thereof
for the period which shall elapse between the quarterly day of payment
next preceding the expiration of the said tenancy and the day on
which the same shall expire And also will keep the said
premises and any fences and gates thereon in good repair and condition
and will not do or suffer any waste or damage to the said premises and
will at all times well and properly manage and cultivate the said land
and keep and leave the same clean and in good heart and condition

and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said James Kenneth Howard or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint And will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice And it is hereby agreed that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues And it is hereby contracted and agreed between and by the said James Kenneth Howard as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy 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 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 subscribed their names the day and year first above written.

James K Howard
Benjamin Legg

Signed by the above named James Kenneth Howard in the presence of
Maurice Howard
Architect - East Woodhay - Hants

Signed by the above named Benjamin Legg in the presence of
Thomas Gulliver
Parkhurst Lodge
Isle of Wight
Foreman

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.

A. G. Hewlett
Keeper of the Records

24th August 1878

