

409

Surrendered by Deed dated 20th March 1890 vide L.B. 18 p. 350^a

Schedule
Dated 25th June 1879
Co of Southampton
The Hon^{ble} J. K. Howard
a Comm^r of Her Majesty's Woods &c
to
Her Majesty's Principal Secretary of State for the War Depart^t

His Indenture made the 25th day of June in the year of Our Lord 1879 Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests & Land Revenues in charge of certain parts of the Land Revenues of the Crown (including the land and hereditaments hereinafter mentioned) on behalf of Her Majesty of the 2nd part and Her Majesty's Principal Secretary of State for the War Department of the 3rd part Witnesseth that in consideration of the rent and covenants hereinafter reserved & contained on the part of the said Secretary of State and his successors to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament passed in the 4th year of the reign of His late Majesty King George the 4th Cap 50 and of an Act of Parliament passed in the 14th and 15th years of the reign of Her Present Majesty Cap 112 and of all other powers enabling him so to do Doth on behalf of The Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by a Warrant dated the 9th day of November 1878 demise and lease unto the said Secretary of State and his successors

LEASE of lands and hereditaments at Woolmer in the County of Southampton
Commences 10 October 1879
Term of years 21
Expires 10th October 1900

All those several pieces of open Heath & Plantation and Woodland containing in the whole 1988 acres and 21 perches or thereabouts together with the houses and buildings thereon & which said lands and premises are situate in the County of Southampton and are more particularly described in the Schedule annexed to these Presents and are delineated and colored purple in the plan annexed to these Presents Together with the rights members and appurtenances thereto belonging (Except and Reserving unto The Queen's Majesty her heirs and successors All timber fir and other trees tallars pollards spires and saplings whether on stools or otherwise plantations and all mines and mineral substances whatsoever and all quarries of Stone and Veins or beds of Clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for Her Majesty her heirs and successors and for the Comm^r or Comm^{rs} for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Comm^r or Comm^{rs} her his or their Officers, Agents, and Servants or any of them with or without horses, cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and to dig search for get up work dress and make merchantable the said mines and mineral substances Stone clay brick and tile earth

Rent £118
Plan deposited with Drawing Clerk
Form 666
21 Dec 58
D.P. 570-358

gravel sand and other substrata and the said excepted premises or 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 unto the said Secretary of State and his successors from the 10th day of October 1879 for the term of Twenty one years determinable nevertheless as hereinafter mentioned Paying therefor during the said term unto the Queen's Majesty her heirs and successors the clear yearly rent of Six hundred and eighteen pounds by equal quarterly payments upon the 5th day of January the 5th day of April the 5th day of July and the 10th day of October in every year during the first twenty years and three quarters of a year of the said term the first of such payments being due on the 5th day of January 1880 and the rent for the last quarter of a year of the said term to be paid in advance on the 5th day of July next preceding the expiration of the same term All which said rent 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 and outgoings whatsoever except Landlords property tax And the said Secretary of State doth for himself and his successors covenant with the Queen's Majesty her heirs and successors in manner following that is to say

1. To pay unto the Queen's Majesty her heirs and successors the said yearly rent or sum of £618 upon the respective days and in manner aforesaid.
2. To pay the Land tax tithes rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments and impositions and outgoings whatsoever (properly chargeable on hereditaments occupied by the said Secretary of State for the public service) now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except the Landlords property tax) Together with a proportionate part thereof up to the day of the end of this demise
3. To keep in good & substantial repair during the said term the said messuages and other buildings hereby demised and all other buildings from time to time erected on the said land together with all fixtures therein and also the Walls gates stiles mounds banks and bridges hedges fences boundary stones and posts on the

said land being previously furnished with or allowed to cut necessary and proper timber rough wood stumps stakes and bushes for all such repairs.

4 To clear out and cleause once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises and in case the said Secretary of State or his successors shall at any time neglect or omit to cleause the said ditches watercourses sluices drains as aforesaid the said Comm^r or Comm^s may cause the same to be done and charge the expense thereof to the said Secretary of State or his successors which may be recovered as rent hereby reserved and in arrears.

5 To insure forthwith and at all times keep insured the said messuages 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 the said Secretary of State and his successors in some or one of the public Offices of Insurance against fire to be approved of in writing by the said Comm^r or Comm^s in such sum or sums of money as shall be equal to $\frac{3}{4}$ parts at the least of the actual value thereof 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 so effected or of the production of the policy or receipt or receipts as aforesaid the Queen's Majesty her heirs or successors or the said Comm^r or Comm^s may insure the said messuages and buildings in such name or names as she he or they may think fit in such amount as hereinbefore mentioned or in any less amount and all monies so paid for such insurance shall be recoverable as rent hereby reserved and in arrears. And in case the said messuages 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 paid to the said Comm^r or Comm^s to be applied in rebuilding and reinstating the same to the satisfaction of the said Comm^r or Comm^s or his or their Surveyor and in case the monies to be received by virtue of such insurance shall not be sufficient for that purpose the said Secretary of State and his successors will make good the amount of every such deficiency.

6 To permit the said Comm^r or Comm^s or his or their Agent at all

seasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs and the condition thereof and to take any Map or plan of the said premises and in case the said premises or any part thereof shall upon such examination be found defective out of repair or not in a proper state and condition and notice in writing of any such matters shall be given to the said Secretary of State or his successors or left for him or them at his or their Office the said Secretary of State or his successors 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 Commis^{rs} or Commis^{rs} and if the said repairs shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said Commis^{rs} or Commis^{rs} may cause the same to be done and charge the said Secretary of State and his successors with the expense of such repairs the amount of which may be recovered as rent hereby reserved and in arrears.

7. To yield up on the expiration or other sooner determination of the said term to Her Majesty her heirs or successors or to the said Commis^{rs} or Commis^{rs} all the said premises hereby demised together with all new erections improvements and fixtures in good and substantial repair.

8. To preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said premises from bite of Cattle or other injury and not to 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 & successors as a liquidated fine in addition to the actual amount of damage done and to pay the said Commis^{rs} or Commis^{rs} the value or amount of any damage or injury which may be done or occasioned to the said trees tellars pollards spires or saplings during the continuance of this demise either by fire or in any other manner whatsoever except only such (if any) injury or damage as may be done by any servants or agents of the said Commis^{rs} or Commis^{rs} such value or amount to be from time to time ascertained by the Deputy Surveyor for the time being of Her Majesty's Woodland Estate or the Deputy Surveyor of the New Forest or such other person as the said Commissioners or

62/10/29



Commissioners may appoint.

9. Not to raise or remove or suffer to be raised or removed any mineral substance stone clay brick or tile earth gravel sand or soil from the said premises except materials for making new roads or repairing existing roads upon the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof.
10. Not to assign or underlet the said premises hereby demised or any part thereof or part with the possession of this lease without the license and consent in writing of the said Comm^r or Comm^{rs}.
11. To 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 Administrⁿ 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 Inrolments and a Minute or docket thereof entered in the Office of the said Comm^r or Comm^{rs}.
12. Provided always and these presents are upon this express condition nevertheless that if the said yearly rent of £108 or any part thereof 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 Secretary of State his successors or assigns shall not observe & perform the several Covenants Agreements and conditions herein contained and which on his or their part ought to be observed and performed Then and in any of the said cases it shall be lawful for Her Majesty her heirs & successors or the said Comm^r or Comm^{rs} on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised premises as fully & effectually in all respects as if these presents had never been made.
13. Provided also and it is hereby further agreed and declared that this Lease may be determined either by the said Comm^r or Comm^{rs} or by the said Secretary of State or his successors at the expiration of the first seven or fourteen years of the term hereby granted by leaving for the said Secretary of State at the War Office or for the said Comm^r or Comm^{rs} at his or their Office as the case may be six Calendar months previous notice in writing of such his or their intention And the said James Kenneth Howard as such Comm^r as aforesaid doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue

114

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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

No on plan		A	r	p
1	Lynchborough Lodge Park and Wood	106	0	9
2	Forked Pond Inclosure	231	1	15
3	Brimstone Lodge and Inclosure	1495	2	9
4	Fishing House and Garden	1	1	33
5	Open Lands	1153	2	35
Total A		1988	0	21

James K (S) Howard Frederick Arthur (S) Stanley

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

Signed sealed and delivered by Her Majesty's Principal Secretary of State for the War Department in the presence of
Ralph Ditzell
Private Secretary
War Office

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

28th June 1879

H G Hewlett
Keeper of the Records

114

Assignment to W. M. Acworth
W. D. R. 17. 11

Schedule

This Indenture

made the 11th day of July 1879 Between The Queens

Dated 11th July 1879

Most Excellent Majesty of the 1st part the within Coy of Hants named James Kenneth Howard of the 2nd part & the within named Clement Milward of the 3rd part

The Honble Witnesseth that in consideration of the additional yearly rent of 5^s 3^d hereinafter reserved and of the covenants hereinafter contained and on the Howard a part of the said Clement Milward who is hereinafter called the said Lessee

Commissioner of H. M. to be paid and performed the said James Kenneth Howard as such words & in the within written Indenture of Lease which bears date the 10th day of October 1877 and is made between the Queens Majesty of the 1st part the said James Kenneth Howard of the 2nd part and the within named Clement Milward of the 3rd part and which said Indenture of Lease is now vested in the said Clement Milward for all the unexpired residue

Lease of of the term of 30 years granted thereby and with the consent of the Commission of Her Majesty's Treasury signified by their Warrant dated the 30th day of May 1879 DOW on behalf of the Queens Majesty demise and lease unto the said Lessee his executors admors and assigns. All that land containing 5. 3. 19 or thereabouts situate near Bucks Horn Oak in the Parish of Binstead in the County of Hants which s^d premises intended to be hereby demised are delineated and colored

Red on the Plan drawn in the margin of these presents Except & reserving unto the Queens Majesty her heirs and successors all timber and other trees tallars pollards spires and saplings whether on stovls or otherwise plantations and all mines and mineral substances whatsoever and all quarries of stone and veins or beds of clay

Original lease brick and tile earth gravel sand and other substrata in or upon the said premises with all such powers with regard thereto in respect of the land demised by these presents as are contained in the within written Indenture in respect of the land thereby demised To have & to hold the said premises hereby demised

unto the said Lessee his executors admors and assigns (who are hereinafter unless otherwise mentioned included in the word Lessee) from the 1st day of May 1879 for the term of 28 years and one quarter of another year being a term commensurate with the unexpired residue of the term granted by the within written Indenture as part of the premises demised by the within written Indenture

Saying therefor and for the premises demised by the within written Indenture unto the Queens Majesty her

Original lease cut at p. 97

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James

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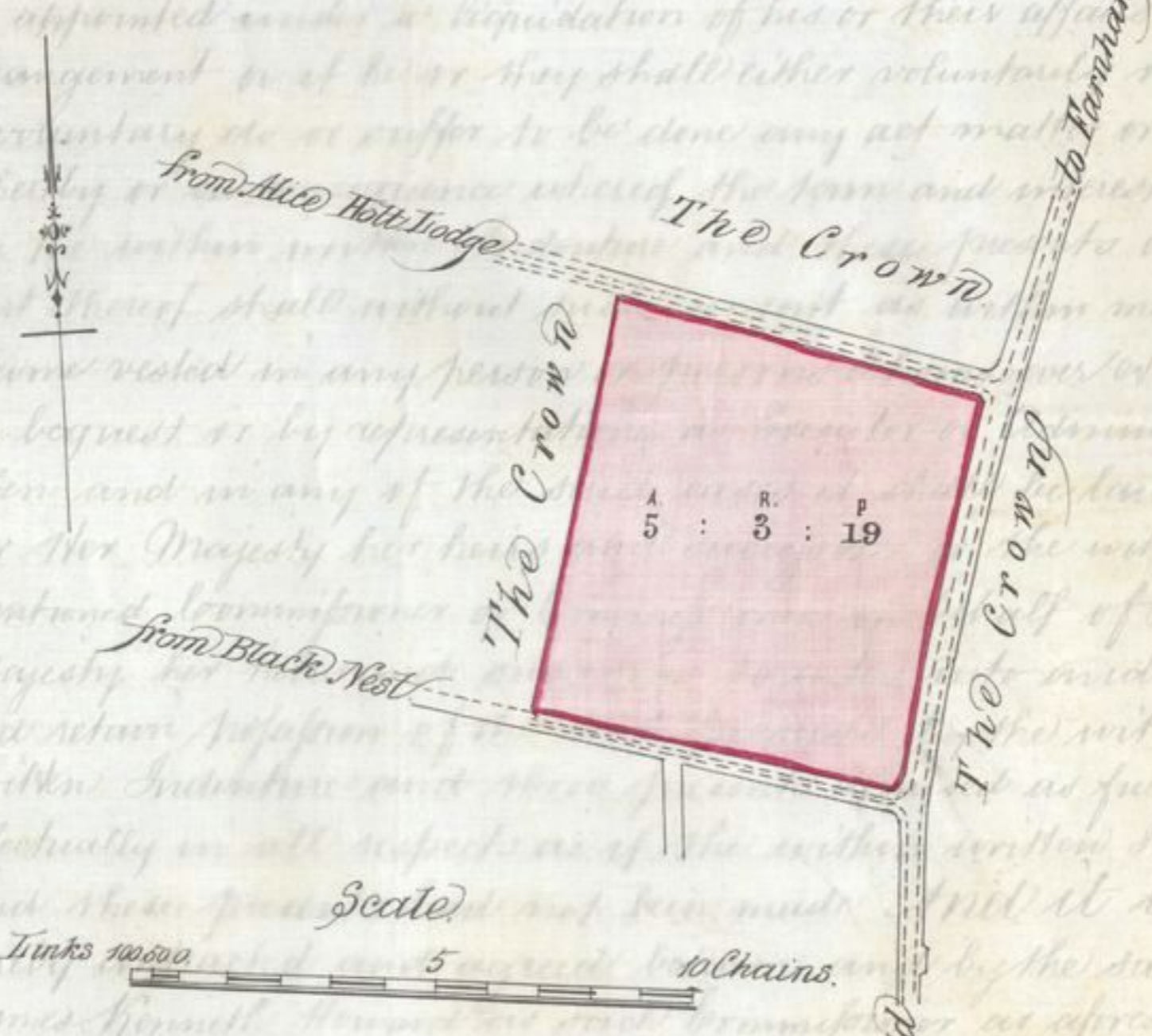
4 116
heirs and successors during the residue of the term granted by
the within written Indenture not only the clear yearly rent
of £290 and £10 and other rents reserved by the within written
Indenture but also in respect of the first quarter of a year
of the term hereby granted the additional rent of £2. 5. 0 and
after the 1st day of August 1879 the additional clear yearly
rent of £9. by equal half yearly payments upon the days
mentioned in the within written Indenture for payment of the
rent thereby reserved the said rent of £2. 5. 0 to be paid on
the said 1st day of August 1879 and the 1st payment of
the said additional clear yearly rent of £9 to be made on the
1st day of February 1880. And the said Lessee doth for
himself his heirs executors and admors hereby covenant with
the Queens Majesty her heirs and successors that from and
after the said 1st day of May 1879 all and singular the
reservations of rents and all and singular the covenants
agreements powers and provisos (other than the proviso for
reentry) in the within written Indenture contained shall
be read and shall have effect as if the premises by these
presents demised had been inserted and described in the
within written Indenture and on the plan in the margin
thereof and had been ^{as part of the premises thereby demised} thereby demised, and as if the clear
yearly rent of £9 had been by the within written Indenture
reserved in addition to the clear yearly rents of £290 and £10.
And further that the said rents of £290 £10 and £9 shall
together be charged upon the whole of the premises demised
by the within written Indenture and by these presents and
may be recovered by entry and distress upon the whole or any
part of the said premises. And further that he the said
Lessee his executors administrators and assigns will from
the said 1st day of May 1879 pay the yearly rents of
£290. £10 and £9 and all other rents by the joint
effect of the within written Indenture and these presents
reserved at the times and in manner mentioned in the
within written Indenture and observe and perform all and
every the covenants and conditions contained in the within
written Indenture as varied by these presents. Provided
always that if the several rents by the joint effect of the
within written Indenture and these presents reserved or any of
them or any part thereof respectively shall be unpaid for

the space of 40 days next after any of the days by the within written Indenture appointed for payment or if the said Lessee his executors admors or assigns shall not observe and perform the several covenants and conditions in the within written Indenture or in these presents contained according to the joint effect of the within written Indenture and these presents and which on his or their part ought to be observed or performed or in case whilst the premises demised by the within written Indenture and these presents respectively or any part thereof are vested in him or them for all or any part of the said term he or they shall be adjudged Bankrupt or a Trustee shall be appointed under a liquidation of his or their affairs by arrangement or if he or they 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 granted by the within written Indenture and these presents or any part thereof shall without such consent as within mentioned become vested in any person or persons whomsoever except by bequest or by representation as Executor or Administrator Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the within mentioned Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said premises by the within written Indenture and these presents demised as fully and effectually in all respects as if the within written Indenture and these presents had not been made. AND it is hereby contracted and agreed between and by the said Mr James Kenneth Howard as such Commissioner as aforesaid for and on behalf of the Queens Majesty on the one part and the said Lessee on the other part that the Agricultural Holdings (England) Act 1875 shall not apply to this present Lease or Contract of Tenancy nor to any Contract of Tenancy from year to year which may arise on the expiration or new determination of the term hereby granted. 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

the space of 40 days next after any of the days by the within written Indenture appointed for payment or if the

said Indenture... and perform the several covenants and conditions in the within written Indenture... of the within written Indenture and these presents and which or where they first ought to be observed or performed... and these presents respectively or any part thereof are vested in him or them for all or any part of the said term... be appointed under a liquidation of his or their affairs... arrangement or if he or they shall either voluntarily or... do or suffer to be done any act matter or thing... by the within written Indenture... as and in and to the intent... part thereof shall without... become vested in any person... by bequest or by representation... them and in any of the... for Her Majesty her heirs and assigns... mentioned Commission... Majesty her heirs and assigns... and return possession of... written Indenture and these presents... effectually in all respects as if the within written Indenture... and these presents had been made... by the said... James Kenneth Howard and... as aforesaid... for and in behalf of the Queen Majesty on the one part and... the said lands on the other part that the agricultural... Holdings (England) Act 1875 shall not apply to this present... lease or contract of any nature to any lease or contract of tenancy... five years or more which may arise in the operation or... determination of the lease hereby granted. All the said James Kenneth Howard and hereby and that this deed shall be deemed to be fully and sufficiently executed by the deposit of

101B 15 p 417



a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements

witness whereof the said parties to these presents
of the second and third parts have herunto set their
hands and seals the day and year first above written

James K. Howard
Clement Milward

Signed Sealed and Delivered by the above named
James Kenneth Howard in the presence of

Russell Sowray
Office of Woods &c
Whitehall Place

Signed Sealed and Delivered by the above named Clement
Milward in the presence of

Henry Hall
7 Fig Tree Court,
Temple, London
Clerk to the s^r Clement Milward

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

17th July 1879

H. G. Hewlett
Keeper of the Records.

6/14/79



Sumner

Dated 14th July 1879
Dean Forest
Quarry
No. 493.
The Executors
of M^r. Ephraim
Parsons, dec^d
M^r. E. Brain
— to —
The Queen's
Most Excellent
Majesty
Surrender
of Quarry
No. 493
under lease
dated the 6th
of November
1869.

His Indenture made the fourteenth day of July
One thousand eight hundred and seventy nine **Between Joseph
Baldwin** of Nailbridge in the Township of East Dean in the
County of Gloucester, Collier, and **Timothy Parsons** of Ruardean
Hill in the Township of East Dean aforesaid Collier the Executors of
Ephraim Parsons late of Ruardean Hill in the said County Quarryman
deceased and **Ephraim Brain** of The Hoathorns near Drybrook
in the said County Colliery Proprietor of the first part **The Honorable
James Kenneth Howard** the Commissioner of Her Majesty's
Woods Forests and Land Revenues having the management and
direction of the Royal Forest of Dean in the County of Gloucester with
the duties and powers appertaining thereto and being also the Gavelor
of the said Forest of the second part and **The Queen's Most
Excellent Majesty** of the third part **Whereas** by an Indenture
of lease bearing date on or about the 6th day of November 1869 and
made between **The Queen's Majesty** of the first part the said **James
Kenneth Howard** as such Commissioner as aforesaid of the second part
and the said **Ephraim Parsons** and **Ephraim Brain** of the third part
All that Stone Quarry situate at Ferridge Green in Ruardean or
Herbert Walk in the Forest of Dean and County of Gloucester N^o. 493
N^o. 493 held the boundaries and abutments whereof are more particularly delineated
and described on the plan drawn at the foot of the said Indenture
dated the 6th of lease and thereon colored Red was demised and leased unto the said
Ephraim Parsons and Ephraim Brain their Executors admors and assigns
for the term of Twenty one years from the 29th day of September 1868
subject nevertheless to the payment of the rent and the observance
and performance of the severall Covenants and conditions in the said
Indenture of lease reserved and contained **And whereas** the said
Ephraim Parsons departed this life on the 10th day of September 1877
having first duly made and executed his last Will and Testament
in writing bearing date on or about the 14th day of August 1877
whereby he appointed the said **Joseph Baldwin** and **Timothy
Parsons** to be Executors of his said Will who duly proved the same
in the District Registry attached to the Probate Division of Her Majesty's
High Court of Justice at Gloucester on the 9th day of January 1878.
And whereas the said **Joseph Baldwin** and **Timothy Parsons**
and **Ephraim Brain** have requested the said **James Kenneth Howard**
as such Comm^r and Gavelor as aforesaid to accept and take a surrender
of the said Quarry as and from the 29th day of September 1878 which
he hath accordingly agreed to do as hereinafter appears **Now this**

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Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises They the said Joseph Baldwin and Timothy Parsons as such Executors of the said Ephraim Parsons deceased as aforesaid And the said Ephraim Brain Do and each of them Doth hereby (at the request and by the direction of the said James Kenneth Howard as such Commissioner and Gavelled as aforesaid) Surrender and give up unto The Queen's Majesty her heirs and successors All that the said Quarry N^o 493 as aforesaid and comprised and described in the said Indenture of Lease And all the estate term and interest of them the said Joseph Baldwin and Timothy Parsons as such Executors as aforesaid and the said Ephraim Brain therein or thereto To the end and intent that all the residue and remainder now to come and unexpired of the said term of Twenty one years by the said Indenture of Lease granted may as and from the 29th day of September 1878 be merged in the freehold and inheritance of the same premises And the said James Kenneth Howard Doth hereby direct that this Deed shall be deemed to be well and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments

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

Joseph Baldwin (S)
 Timothy Parsons (S)
 Ephraim Brain (S)
 James K Howard (S)

Signed sealed and delivered by the above named Joseph Baldwin in the presence of - John Robinson, Solicitor, Mitcheldean

Signed sealed and delivered by the above named Timothy Parsons in the presence of - John Robinson, Solicitor, Mitcheldean.

Signed sealed and delivered by the above named Ephraim Brain in the presence of - John Robinson, Solicitor, Mitcheldean

Signed sealed and delivered by the above named James Kenneth Howard in the presence of - J Russell Sowray, Office of Woods &c, Whitehall Place

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

A G Hewlett
 Keeper of the Records

18th July 1879

Schedule

Dated 11th July 1879
County of Hants

This Indenture made the 11th day of July 1879
 Between The Queens Most Excellent Majesty of the 1st part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the lands and hereditaments hereinafter mentioned) with the duties & powers appertaining thereto have been assigned by order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the 2nd part and Henry Jame of Still Farm Ringwood in the County of Hants and ~~also~~ hereinafter called the said Lessee of the 3rd part Witnesseth that in conformance of the covenants hereinafter inserted & contained on the part of the said Lessee to be paid & performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the 10th George 4th Chapter 50 and of a Statute in a Statute of the 14th and 15th years of the reign of Her present Majesty Chapter 42 and of all other powers and authorities enabling him so to do and by and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant 25th Mar: 1879 dated the 10th day of May 1879 Both on behalf of the Queens Majesty demise and lease unto the said Lessee his executors administrators and assigns All that messuage or dwellinghouse with the outbuildings & appurtenances belonging thereto situate in the New Forest in the County of Southampton. And also all those several pieces or parcels of land held therewith containing together ^a ⁿ 3. 15 which said premises are more particularly described in the Schedule hereunder written and are delineated on the plan in the margin of these presents and are known as Boldwood Lodge & Eyecot Reserving unto the Queens Majesty her heirs and successors all timber and other trees tallies pollards spurs and saplings whether on stools or otherwise plantations & all mines & mineral substances whatsoever and all quarries of stone and veins or beds of clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for Her Majesty her heirs and successors & for the Commis^r or Commissioners for the time being of Her Majesty's Woods Forests & Land Revenues in charge of the said premises hereinafter called the s^d Commis^r or Commissioners or his her or their officers grantees agents and

The Honble J. K. Howard
a Comm^r of
H. M. Woods

Mr. Henry Jame

LEASE of
Premises called
Boldwood Lodge
in the New
Forest.

Commencing
25th Mar: 1879
Term of 7
Years
Expires 25th Mar: 1886

Rent
£38 per
annum.

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servants or any of them with or without horses cattle carts and
 carriages from time to time to enter upon the said premises
 heuly demised to view cut down grub up saw work and convert
 the said trees tellars pollards spires and saplings & plantations
 and to dig search for and get up work druff & make merchantable
 the said mines and mineral substances stone clay brick and
 tile earth gravel sand and other substata and the said two
 excepted premises or any part thereof respectudy to carry away
 and for the several purposes aforesaid to make and erect
 all requisite warehouses engines machines sheds sawpits & other
 conveniences on the sd demised premises reasonable compensation
 being made to the sd Lessee his executors administrators or assigns for
 all damage that may be done to the crops growing on the
 said land by the exercise of any of the foregoing powers the
 amount of such compensation if not agreed upon to be fixed
 by arbitration in the manner hereinafter provided. **To have**
and to hold the said premises heuly demised unto the
 said Lessee his executors administrators and assigns (herein-
 after unless otherwise mentioned included in the word Lessee)
 from the 25th day of March 1879 for the term of 7 years
Paying therefor unto the Queens Majesty her heirs & successors
 during the said term the clear yearly rent of £38. by equal
 quarterly payments upon the 24th day of June the 29th day
 of September the 25th day of December and the 25th day of
 March in every year during the first 6 years and three
 quarters of a year of the said term the first of such ~~two~~
 payments to be made on the 24th day of June 1879 and
 the rent for the last quarter of a year of the said term
 to be paid on the 25th day of December next preceding the
 expiration of the said term. And also paying yearly in
 like manner during the said term unto the Queens Majesty
 her heirs and successors the further yearly rent of £40. for
 every acre of land heuly demised which consists of meadow
 or pasture land and so in proportion for any less quantity
 than an acre thereof which at any time shall be ploughed
 broken up or used otherwise than as meadow or pasture land
 without the previous license in writing of the sd Commissioner
 or Commissioners And also paying yearly in like manner
 to the Queens Majesty her heirs & successors during the last 3
 years of the said term the further rent of £10. for every

acre of land hereby demised and so in proportion for any less quantity than an acre thereof which the said lessee shall during that period without such license as aforesaid neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained the said additional rents of £40 per acre and £10 per acre or such of them as shall from time to time be payable 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 or rents shall have been incurred which said several rents of £40 per acre and £10 per acre are not to be considered as reserved by way of penalty but as liquidated and fixed rents agreed to be paid in the cases aforesaid. All which said or 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 and outgoings whatsoever except Landlords Property Tax. And the said lessee doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say:-

- 1 To pay unto the Queen's Majesty her heirs & successors the said yearly rent or sum of £38. and (if and when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in manner aforesaid.
- 2 To pay the Land Tax tithes rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments impositions and outgoings whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except the Landlords Property Tax) together with a proportionable part thereof up to the day of the end of this demise.
- 3 To keep in good and substantial repair during the said term all buildings on the land hereby demised and all other buildings from time to time erected on the said land together with all fixtures and also the walls gates stiles mounds banks and bridges drains outfalls culverts hedges ditches and fences now being or that may hereafter be on the said land and to paint paper whitewash colour and tax (once at least during the said

term) in a proper manner such parts of the said buildings (inside as well as outside) and fences as have been or are usually painted papered whitewashed colored or tarred.

4. To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises. And in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Commissioner or Commissioners may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrear.

5. To insure forthwith and at all times keep insured the buildings hereby demised and all other buildings that may at any time during the said term be erected on the s^t premises from damage by fire in the joint names of the Queens Majesty her heirs and successors and of him the said Lessee or his executors administrators or assigns in some or one of the Public Offices of insurance to be approved of in writing by the said Commissioner or Commissioners 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 to show whenever required so to do to Her Majesty's said Receiver of the said premises the policy of insurance and the receipt or receipts for the premium in respect of ^{such} insurance for the current year. And in default of such insurance being so effected or of the production of the Policy or Receipt or Receipts as aforesaid the Queens Majesty her heirs or successors or the said Commissioner or Commissioners may insure the said buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount. And all monies paid by Her Majesty her heirs or successors or by the said Commissioner or Commissioners for such insurance shall be recoverable as rent hereby reserved and in arrear. And in case the said 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 paid to the said Commissioner or Commissioners to be applied in rebuilding and reinstating the same buildings to the

satisfaction of the said Commiss^r or Commiss^{rs} 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 - the s^d Lessee will make good the amount of every such deficiency.

- 6 To cultivate and manage all the s^d land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the s^d County of Stants so far, as such system may not be inconsistent with any of the special provisions hereina^r mentioned and to keep the said land clean and in good heart and condition.
- 7 To permit the s^d Commissioner or Commiss^r or his or their Agents at all seasonable times in the day time to enter into and upon the s^d premises and to examine the state of the repairs cultivation and condition thereof & to take any map or plan of the said premises and in case the said buildings or the fences of the said 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 good and proper state of cultivation and condition and notice in writing of any such matters shall be given to the s^d Lessee or left on the said premises the said Lessee will make good in a substantial manner within the space of 3 calendar moth next after every such notice shall have been so given or left as aforesaid all such defects & wants of repair and amend such condition or state of cultivation as aforesaid to the satisfaction of the said Commiss^r or Commiss^{rs} and if the s^d repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the s^d Commissioner or Commissioners may cause the same to be done and charge the said Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as and hereby reserved and in arrears.
- 8 To yield up on the expiration or other sooner determination of the said term to the Queens Majesty her heirs or successors or to the s^d Commissioner or Commissioners all the said premises hereby demised together with all new erections ~~and~~ improvements and fixtures as to the buildings walls gates stiles mounds banks bridges drains outfalls culverts hedges ditches and fences in good and substantial repair and properly painted and taxed and as to the land in a good and proper state of cultivation and clean and in good heart and condition.
- 9 To inbarn lay up and stack in every year in the barns outhouses or

other convenient places upon the said premises all the corn grain hay and straw produced upon the said land.

10. To consume and spend upon the said land or some part thereof all the said hay and straw and all the chaff and other fodder arising from the said corn and grain and consume upon the said premises all the wet crops and green crops grown upon the said land.

11. To spread and expend yearly in every year of the said term upon the said land or upon such part thereof as may most require the same in a good and husbandlike manner all the dung compost and manure from time to time arising from and brought upon the said premises.

11^a. And in case any hay straw chaff fodder wet crops green crops dung compost or manure shall be sold or carried off the said premises without the previous consent in writing of the said Commissioner or Commissioners to forfeit and pay to the Queens Majesty her heirs or successors the sum of £5 for every load of such articles respectively so sold or carried off as aforesaid to be paid us and for liquidated damages in every such case.

12. On the expiration or sooner determination of the term hereby granted to leave in the usual and proper places upon the said premises for the use of Her Majesty her heirs and successors all the dung compost and manure made or brought upon the said premises during the last year of the said term and not to require any allowance or other compensation for the same.

13. To reside in or upon some part of the premises hereby demised unless the said Commissioner or Commissioners shall think fit by some writing under his or their hand or hands to dispense either wholly or partially with such residence.

14. To keep upon the said premises a field book showing how every field or parcel of land hereby demised has been cropped and cultivated in every year of the said term and permit the said Commissioner or Commissioners or any person or persons to be from time to time appointed by him or them to inspect the said book and to take a copy or copies thereof or extracts therefrom and to deliver to him or them when required a true copy or copies of or extracts from such field book and also if required to verify the same by a declaration in writing under the hand of the said Officer.

15. Not to cut any coppice wood or underwood growing upon the said

land at any other periods than at the intervals and seasons fixed by the custom of the county nor without giving to the said Commissioner or Commissioners one calendar months previous notice in writing of the intention of the said Lessee to cut the same, and the said Commissioner or Comm^{rs} or his or their Surveyor may from time to time make to stand all such tellars as he or they may think proper whether the same shall be growing from stools or otherwise and may plant upon the said copse or wood land any quantity of young trees that he or they may think proper to plant.

16. To preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said premises from bite of cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of £10 for every such tree tellar pollard spire or sapling to be from time to time paid to the Queens Majesty her heirs or successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.

17. Not to raise or remove or suffer to be raised or removed any mineral substance stone clay bricks or tile earth gravel sand or substrate from the said premises except materials for making new roads or repairing existing roads upon the said premises. Nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but to use and manage the lands hereby demised in a good husbandlike manner.

18. Not to sow plant or cultivate any part of the land hereby demised with hemp flax teazals or wood or other unusual or exhausting crops without the previous consent in writing of the said Commissioner or Commissioners nor without such consent leave for seed in any year on the said premises any turnips rape mustard or rye grass or any such plants except so much as may be necessary for seeding the said farm from year to year.

19. To plant at the Lessees expense from time to time^m the orchards hereby demised such good and proper and healthy young fruit trees as may be required to supply the place of those which may die or be decayed or have become unproductive so as to keep the said orchards well stocked with fruit trees as the same are now.

20. To use his best endeavours to prevent any person or persons from enclosing any waste land lying contiguous to or in front of the land hereby demised or any part thereof. And to give notice to the said Comm^r or Comm^{rs} of any attempt to enclose the same within one week

next after such attempt shall have been made.

21. Not to cut for hay any of the feeding or pasture lands hereby demised but once or oftener in every year to spud and destroy the thistles and docks thereon and to cut and level and keep cut and levelled from time to time during the said term in a workmanlike manner all the anthills in the pasture & meadow land hereby demised.
22. Not to cut in any one year more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made in the said land to spread and bestow thereon ten cart loads per acre of good dung or other manure equivalent thereto.
23. Not to sow or plant during the last three years of the said term any part of the land and premises 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 green crop properly hoed and cleaned intervening between such two white crops every such green crop to be eaten and consumed on the premises. Not to plant or cultivate more than one crop of potatoes in or on any one field or parcel of the said premises hereby demised within the said space of 3 years.
24. In each of the last 2 years of the said term hereby granted in sowing the Spring or Lent Corn (such as of barley or oats) also to sow such parts of the land as shall have been cultivated for green crops or fallow and properly manured in the preceding season not being less than one sixth part at the least of the lands hereby demised which shall then be cultivated as arable land with a sufficient quantity of good clover or other grass seeds and properly harrow in the same. Such clover and grass seeds as shall be sown in the last year of the said term shall be paid for by the said Commissioner or Commissioners or the succeeding or incoming tenant and the amount to be so paid shall in case of difference be settled by a valuation to be made by two arbitrators or in case of their disagreement by an Umpire to be by them chosen one of such Arbitrators being appointed by the said Commissioner or Comms and the other being appointed by the said Lessee.
25. And will in the last year of the said term either fallow for or leave to be fallowed for turnips or other root crop or green crop the one fourth part of the arable lands hereby

demised which shall in such last year be in course of sereption to be cultivated for root crops green crops or fallows.

26 And will permit the s^d Comm^r or Comm^{rs} or his or their Agent or the incoming tenant to enter upon one fourth part of the arable lands intended or suitable for wheat on the 24th day of August in the last year of the said term to cultivate manage and sow the same and to enter upon the lands intended for fallow on the 10th day of Oct^r in such last year (or as soon after as the green crops then being on the said lands shall have been fed off) to till cultivate manage and plough the same should he or they think proper and will permit the said Commissioner or Commiss^{rs} or his or their Agent or the incoming tenant to enter upon all such lands as may be intended for spring corn or garden ground on the 2nd day of February preceeding the expiration of the said term to plough cultivate manage and sow the same in the usual course of tillage and will provide in the farmhouse and outbuildings necessary and convenient accommodation for the said Commissioner or Commissioners or his or their Agent or the incoming tenant and his or their servants and horses on and after the times above mentioned for the purposes hereinbefore described without requiring any payment or allowance in respect thereof. Provided always that in case the s^d Comm^r or Comm^{rs} or the incoming tenant shall not claim such privilege of entry for ploughing cultivating managing and sowing at the times and periods aforesaid then and in such case the s^d Lessee shall and will plough cultivate manage and sow the lands according to the provisions hereinbefore contained being afterwards paid and allowed a reasonable sum for the labor and seed employed in therein to be settled in case of difference by a valuation to be made in the manner before provided.

27 And it is hereby further agreed and declared that upon the expiration of the said term and upon delivering up possession of the said premises the s^d Lessee shall be entitled in addition to the other allowances herein specified to be paid a sum equal to one half of the money expended by the s^d Lessee in the purchase of linseed cotton and rape cake eaten and consumed on the s^d premises in a proper and husbandlike manner by the cattle of the s^d Lessee (therein after called consumed cake) in the last year of the said term or provided that the said Lessee shall not by virtue of this clause be paid a sum exceeding one half of the average annual expenditure for consumed cake during the last 3 years of the said term.

- 28 *Provided* always and it is hereby agreed and declared that no allowance or compensation shall be made to the said Lessee his executors admors or assigns under any of the provisions of this lease except upon the production by him or them of the invoices receipts for the articles in respect of which any allow^{ce} or compensation may be claimed and with such evidence as to the application or consumption thereof upon the sd land as may be satisfactory to the said Commiss^r or Comm^{rs} or the Arbitrators or Umpire to be appointed as hereinbefore mentioned. And further that all money due to Her Majesty from the said Lessee his executors admors or assigns for rent dilapidations defects of cultivation or breaches of covenant or otherwise shall be deducted from any claim to which he or they may be entitled under this demise.
- 29 Not to assign or underlet the sd premises hereby demised or any part thereof (except as hereinafter mentioned) or part with the possession of this lease without the License and consent in writing of the said Commissioner or Commissioners.
- 30 To 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 or the term hereby granted to be within 6 calendar months from the date thereof respectively enrolled in the Office of Land Revenue Records & Inrolments and a minute or docket thereof entered in the Office of the sd Comm^r.
- 31 *Provided* always and these presents are upon this condition that if the said yearly rent of £38. or any part thereof or the sd additional rents hereby reserved or any of them or any part of the same respectively shall be unpaid for the space of 10 days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee his executors admors or assigns shall not observe and perform the several covenants agreements and conditions herein cont^d and which on his or their part ought to be observed or performed or in case whilst the demised premises or any part thereof are vested in him or them for all or any part of the term hereby granted he or they shall be adjudged bankrupt or a Trustee shall be appointed under a liquidation of his or their affairs by arrangement or if he or they 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 admor. Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the s^d Commr or Commrs on behalf of Her Majesty her heirs & successors to enter into and upon and retain possession of the s^d hereby demised premises as fully and effectually in all respects as if these presents had not been made. And it is hereby covenanted and declared that in case any rent shall be made under the proviso lastly hereinbefore contained there shall be payable by the s^d Lessee to Her Majesty her heirs & successors in addition to any rent then due in respect of the s^d premises a 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 rent shall have been made.

32. *Provided* always and it is hereby agreed and declared that the powers in this lease given to the said Commissioner or Commissioners to do divers acts and to take divers proceedings in case the s^d Lessee does not perform and keep certain of the covenants hereinbefore cont^d shall be in every case deemed to be in addition to and not in substitution for the rights of the Crown in respect of or consequent upon the breach of any covenant by the said Lessee and all such rights may be enforced in due course of law either by proceedings to recover possession of the said demised premises or to recover damages or by other proceedings notwithstanding any of the provisions in this lease cont^d.

33. *Provided* lastly and it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said Lessee shall not be entitled to any payment allowance or compensation or right of any nature or kind over 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 Lessee may be entitled under these presents. And it is hereby contracted and agreed between and by the s^d James Kenneth Howard as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said Lessee on the other part that the Agricultural Holdings (England) Act 1875 shall not apply to this present lease or contract of tenancy nor to any contract of tenancy from year to year which may arise on the expiration or determination of the term hereby granted. 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 Inclosures and the filing or making an entry of such deposit by the Keeper of the said Records and Inclosures. In witness whereof the said parties to these presents of the 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written &c.

The Schedule above referred to.

No. on Plan	Description	Cultivation	Quantity		
			a	r	p.
1 and 2	Houses, Garden, Orchard &c.		1	"	32
3		Pasture	0	2	4
4		Pasture	0	1	31
5		Arable	1	"	38
6		Pasture	3	"	29
7		Pasture	2	1	34
8		Arable	"	2	38
9		Pasture	1	"	21
10		Pasture	2	2	13
11		Arable	1	2	19
12		Arable	1	0	36
13		Rough Pasture (also rails)	10	2	0
Total A			26	3	15

James K. D. Howard Henry D. Jame
Signed Sealed & Delivered by the within named James Kenneth Howard in the presence of J. Russell Savray

Office of Woods &c., Whitehall Place
Signed Sealed & Delivered by the within named Henry Jame in the presence of John Holloway
Holmsley Lodge, New Forest, Hampshire, Surveyor.

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

25th July 1879

H. G. Hewlett
Keeper of the Records

Schedule

This Indenture made the 26th day of July 1879

Dated 26 July 1879

Between The Queens

County of Stants

Most Excellent Majesty of the 1st part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of certain parts of the Land Revenues of the Crown (including among other parts thereof the land and hereditaments hereinafter mentioned) on behalf of Her Majesty of the 2nd part

The Hon^{ble} J.K. Howard

and Laura Emmeline Lady Dickson of Wilverley Park Lindhurst in the County of Stants hereinafter called the said Lessee

a Comm^r of Her Majesty's Woods

Witnesseth that in conson of the rent and covenants hereinafter reserved and contained on the part of the said Lessee to be paid and performed

to Lady Dickson

as such Commissioner as aforesaid and in exercise of the powers of an Act of Parliament of the 10th year of the reign of King George the 4th Cap: 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Cap: 42 and of all other powers and authorities enabling him so to do and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the 17th day of April 1879

Lease of Grazing and Right of Sporting over Land in the New Forest

doth on behalf of Her Majesty demise and lease unto the said Lessee her executors admors and assigns All that the right and privilege of feeding off with horses and neat cattle only the grass of and upon All that parcel of land belonging to Her Majesty containing 90^a 2^r 0^p 5 April 1879 or thereabouts situate within the New Forest in the County of Stants and known as Buck Kiln Plantation And also the right of sporting fowling and shooting within and over the same land which said land is delineated and colored Pink on the Plan in the margin of these presents To have and to hold the said premises hereby demised unto the said Lessee her executors admors and assigns from the 5th day of April 1879 for the term of 5 years

Expire 5 April 1884

the said term the clear yearly rent of £20 by equal quarterly payments on the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year the said rent 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 the Landlord's Property Tax the first payment thereof to be made on the 5th day of July 1879 and the payment of the rent for the last

Rest £20 per ann:

her executors admors and assigns from the 5th day of April 1879 for the term of 5 years

per ann:

SAYING therefor unto the Queens Majesty her heirs and successors during the said term the clear yearly rent of £20 by equal quarterly payments on the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year the said rent 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 the Landlord's Property Tax the first payment thereof to be made on the 5th day of July 1879 and the payment of the rent for the last

Rest £20 per ann:

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Rest £20 per ann:

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Rest £20 per ann:

the said term the clear yearly rent of £20 by equal quarterly payments on the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year the said rent 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 the Landlord's Property Tax the first payment thereof to be made on the 5th day of July 1879 and the payment of the rent for the last

Rest £20 per ann:

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Rest £20 per ann:

the said term the clear yearly rent of £20 by equal quarterly payments on the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year the said rent 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 the Landlord's Property Tax the first payment thereof to be made on the 5th day of July 1879 and the payment of the rent for the last

Rest £20 per ann:

the said term the clear yearly rent of £20 by equal quarterly payments on the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year the said rent 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 the Landlord's Property Tax the first payment thereof to be made on the 5th day of July 1879 and the payment of the rent for the last

Rest £20 per ann:

the said term the clear yearly rent of £20 by equal quarterly payments on the 5th day of July the 10th day of October the 5th day of January and the 5th day of April in every year the said rent 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 the Landlord's Property Tax the first payment thereof to be made on the 5th day of July 1879 and the payment of the rent for the last

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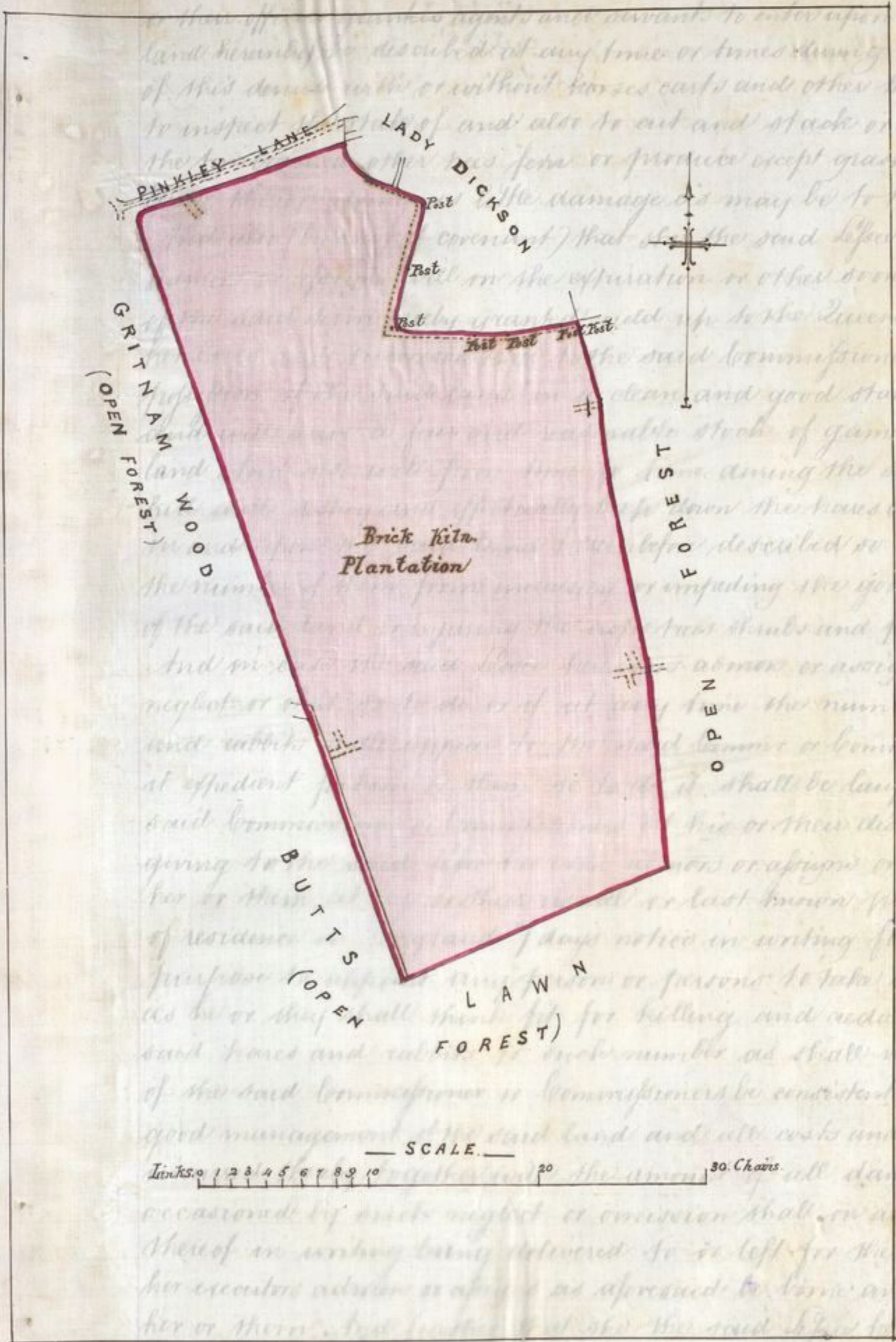
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Quantity	a	r	p.
1	.		32
0	2		4
0	1		31
1	.		38
3	.		29
2	1		34
.	2		38
1	.		21
2	2		13
1	2		19
1	0		36
10	2		0
26	3		15

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quarter of a year of the term to be made in advance on the 5th day of January 1884. And the said Lessee doth hereby for herself her heirs executors and admors covenant with the Queens Majesty her heirs and successors in manner following (that is to say) That she the sd Lessee her executors admors and assigns will pay to the Queens Majesty her heirs and successors the said yearly rent of £20 hereby reserved upon the respective days and in the manner aforesaid free from all present and future taxes charges and assessments whatsoever (except the Landlords Property Tax) And further that if default is made in payment of the sd rent for the space of 21 days next after either of the days upon which the same is hereinbefore made payable it shall be lawful for the Queens Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commiss^{rs} 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 Commissioner or Comms to distrain any cattle and other live and dead stock and effects upon the said land and all other goods chattels and effects of the said Lessee her executors admors or assigns wherever the same may be found and to sell and dispose of the same towards satisfaction and payment of the said rent and all other costs and charges incident to or occasioned by such distress and sale And also that she the said Lessee her executors admors or assigns will at all times during the said term pay all the taxes rates and assessments whatsoever now or hereafter charged or imposed in respect of the said rights hereby demised or the said rent hereby reserved either under any existing or future Act of Parliament together with a proportionate part of such rates and taxes up to the expiration of this demise except the Landlords Property or Income Tax And also that she and they 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 & 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 or any injury or damage to the hedges or trees thereon or the fences thereof **Provided** always and it is hereby agreed & declared that it shall be lawful for the Queens Majesty her heirs

and successors or the said Commissioner or Commissioners or her his
 or their officers grantees agents and servants to enter upon the said
 land hereinbefore described at any time or times during the contin^{ce}
 of this demise with or without horses carts and other things except
 to inspect the state of and also to cut and stack or carry away
 the timber and other trees fern or produce except grass growing or
 being thereon doing as little damage as may be to the grass
 And also (by way of covenant) that she the said Lessee her executors
 admors or assigns will on the expiration or other sooner determinatⁿ
 of the said term hereby granted yield up to the Queens Majesty
 her heirs and successors and to the said Commissioner or Commrs
 possession of the said land in a clean and good state & conditⁿ
 and will leave a fair and reasonable stock of game on the same
 land And also will from time to time during the said term
 kill and destroy and effectually keep down the hares and rabbits
 in and upon the said land hereinbefore described so as to prevent
 the number of them from increasing or impeding the good managem^t
 of the said land or injuring the crops trees shrubs and fences thereon
 And in case the said Lessee her executors admors or assigns shall
 neglect or omit so to do or if at any time the number of hares
 and rabbits shall appear to the said Commr or Commrs to render
 it expedient for him or them so to do it shall be lawful for the
 said Commissioner or Commissioners at his or their discretion after
 giving to the said Lessee her executors admors or assigns or learning for
 her or them at her or their usual or last known place or places
 of residence in England 7 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 hares and rabbits to such number as shall in the opinion
 of the said Commissioner or Commissioners be consistent with the
 good management of the said land and all costs and expenses
 incurred thereby 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 Lessee
 her executors admors or assigns as aforesaid be borne and paid by
 her or them And further that she the said Lessee her executors
 admors or assigns will not during the said term commit or
 suffer any damage or injury to be done to any lands trees fences
 or crops of Her Majesty or of her tenants in the exercise of the rights
 hereby granted and in case of any damage or injury being done



and execution of the said Commission or Commission or her his
 to that effect, her rights and advantage to enter upon the said
 land hereunto described at any time or times during the contin^{ce}
 of this demurrance or without horses carts and other things except
 to inspect the same and also to cut and stack or carry away
 the timber or other fern or produce except grass growing or
 the damage as may be to the grass
 (covenant) that the said lessee her executors
 in the expiration or other event determinatⁿ
 by grant made up to the Queen Majesty
 the said Commission or Commis
 clear and good state of conditⁿ
 and good state of the same
 stock of game in the same
 during the said term
 the houses and rabbits
 described herein to prevent
 the good management
 of the said land and the trees and grass thereon
 and in case the said lessee or assignee shall or
 neglect or refuse to do or if at any time the number of hares
 and rabbits shall exceed the number of hares
 at sufficient to be kept in the said land to render
 the said Commission or Commission or her his
 giving to the said lessee or assignee or learning for
 her or their use or last known place or places
 of residence or any other place or places
 purpose of the said Commission or Commission or her his
 as here they shall think fit for killing and adding the
 said hares and rabbits such number as shall in the opinion
 of the said Commission or Commission or her his be consistent with the
 good management of the said land and all costs and interest
 occasioned by such neglect or omission shall on account
 thereof in writing being delivered to or left for the said lessee
 her executors or assignee as aforesaid to be paid by
 her or their executors or assignee and the said lessee her executors
 or assignee shall be liable to pay the said lessee her executors
 or assignee or
 suffer any damage or injury to be done to any lands trees fences
 or crops of Her Majesty or of her tenants in the exercise of the rights
 hereby granted and in case of any damage or injury being done

to the said lands trees fences or crops then the s^d Lessee her
 executors admors or assigns will make full compensation & recompense
 as aforesaid the amount of which compensation & recompense shall in
 case of difference be settled & determined by the Deputy Surveyor of
 the s^d Forest And also that the s^d Lessee her executors or admors
 will not assign or underlet the s^d rights and privileges hereby
 demised or any part thereof or part with the person of these
 presents without the previous license & consent in writing of the
 s^d Comm^r or Commrs. And further that the s^d Lessee her
 executors admors or assigns will at her or their costs & 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 Probatos of Wills & Letters
 of Administration affecting this Lease to be within 6 calendar
 months from the dates thereof respectively enrolled in the Office
 of Land Revenue Records & Inrolments and a Minute or
 Docket thereof entered in the Office of the s^d Commissioner
 or Commrs. Provided and these presents are upon this
 express condition nevertheless that if the s^d yearly rent hereby
 reserved or any part thereof shall be unpaid for the space
 of 21 days next after either of the said days hereinbefore
 appointed for the payment thereof or in case the said Lessee her
 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 and
 performed or in case the s^d Lessee shall either voluntary or
 involuntary 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 Lessee her executors administrators
 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 Administrator without such
 License as aforesaid then and in any of the said cases it
 shall be lawful for the said Commissioner or Commissioners
 on behalf of Her Majesty her heirs and successors to enter
 into and upon and retain possession of the said land
 and thereupon these presents shall cease determine and be
 absolutely void as fully and effectually in all respects as if
 these presents had not been made but without prejudice to any
 right of action which may then have accrued to the Queens

Majesty her heirs or successors for arrears of rent or breach of any covenant
And further that no acceptance of rent after any such right of reentry
has accrued shall be deemed to be a waiver of such right. 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 & Inrolments
and the filing or making an entry of such deposit by the Keeper of the
said Records and Inrolments IN WITNESS whereof the said parties
to these presents of the second and third parts have hereunto set
their hands and seals the day and year first above written.

James K. Howard. L. Emmeline Dickson.
Signed Sealed and Delivered by the within named James
Kenneth Howard in the presence of

Russell Lowray
Office of Woods &c
Whitehall Place

Signed Sealed and Delivered by the within named Laura
Emmeline Lady Dickson in the presence of

James C. Butt
Wilverley Park
Lynnhurst

Butler to
Laura Emmeline Lady Dickson

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.

30th July 1879

M. G. Mewlett
Keeper of the Records.

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