

This Indenture

Dated 19th Nov^r 1883.

made the nineteenth day of November in the year of Our Lord One thousand eight hundred and eighty three Between The Queen's Most Excellent Majesty of the first part Sir Henry Brougham Loch

Dean Forest

H.C.B., the Commissioner of Her Majesty's Woods Forests and Land

Sir H.B.

Revenues to whom the management and direction of certain parts of

Loch, H.C.B.

the Land Revenues of the Crown, including (amongst other parts thereof)

the Commissioner

the hereditaments hereinafter described together with the duties and

in charge of

powers appertaining thereto have been assigned by Order under the

Forest

hands of the Commissioners of Her Majesty's Treasury of the second

to

part and Maynard Willoughby Colchester-Wemyss

Maynard

of Wilderness House near Mitcheldean in the County of Gloucester

Willoughby

Esquire of the third part Witnesseth that in consideration of the

Colchester

yearly rent duties or royalties hereinafter reserved and of the covenants

Wemyss Esq^r

conditions and restrictions hereinafter contained on the part of the

LEASE

said Maynard Willoughby Colchester-Wemyss his executors administrators

of

and assigns to be paid observed performed and kept The said Sir

Clay & Sand

Henry Brougham Loch as such Commissioner as aforesaid by virtue

within & under

and in exercise of the powers in him vested in and by certain Acts of

a piece of open

Parliament passed in a Session held in the first and second years of

Wick Land at

the reign of Her present Majesty Chapter 113 and in another Session

Plump Hill

held in the fourteenth and fifteenth years of the reign of Her present

in Ruardean or

Majesty Chapter 112 and in another Session held in the twenty fourth

Herbert Walkin

and twenty fifth years of the reign of Her present Majesty Chapter

the Forest of Dean

110 or some or one of them and of all other powers in him vested

or in anywise enabling him so to do Both by these Presents for

and on behalf of the Queen's Majesty grant and demise unto the

Term grants of 21

said Maynard Willoughby Colchester-Wemyss his executors admors

Expises 26 March 1883

and assigns All the Clay and Sand within and under All

that piece or parcel of land part of the

inclosed waste land of

Her Majesty's Forest of Dean in the County of Gloucester situate

lying and being at Plump Hill in Ruardean or Herbert Walk in the

Forest of Dean and County of Gloucester near to the High Road leading

from the Wilderness into the Turnpike Road leading from Nailbridge

to Mitcheldean and containing by recent admeasurement as now

staked out One acre one rood and thirty seven perches with full

power to dig and get and carry away the same which said piece or

parcel of land is with the boundaries and abutals thereof more

particularly delineated and described on the plan drawn in the

margin hereof and thereon colored red To hold use exercise

Reut 3 per ann: 1/2 of the price or value of all raw clay & sand & a royalty of 2s per ton on all clay and sand removed for any other purpose than for sale in its raw state.

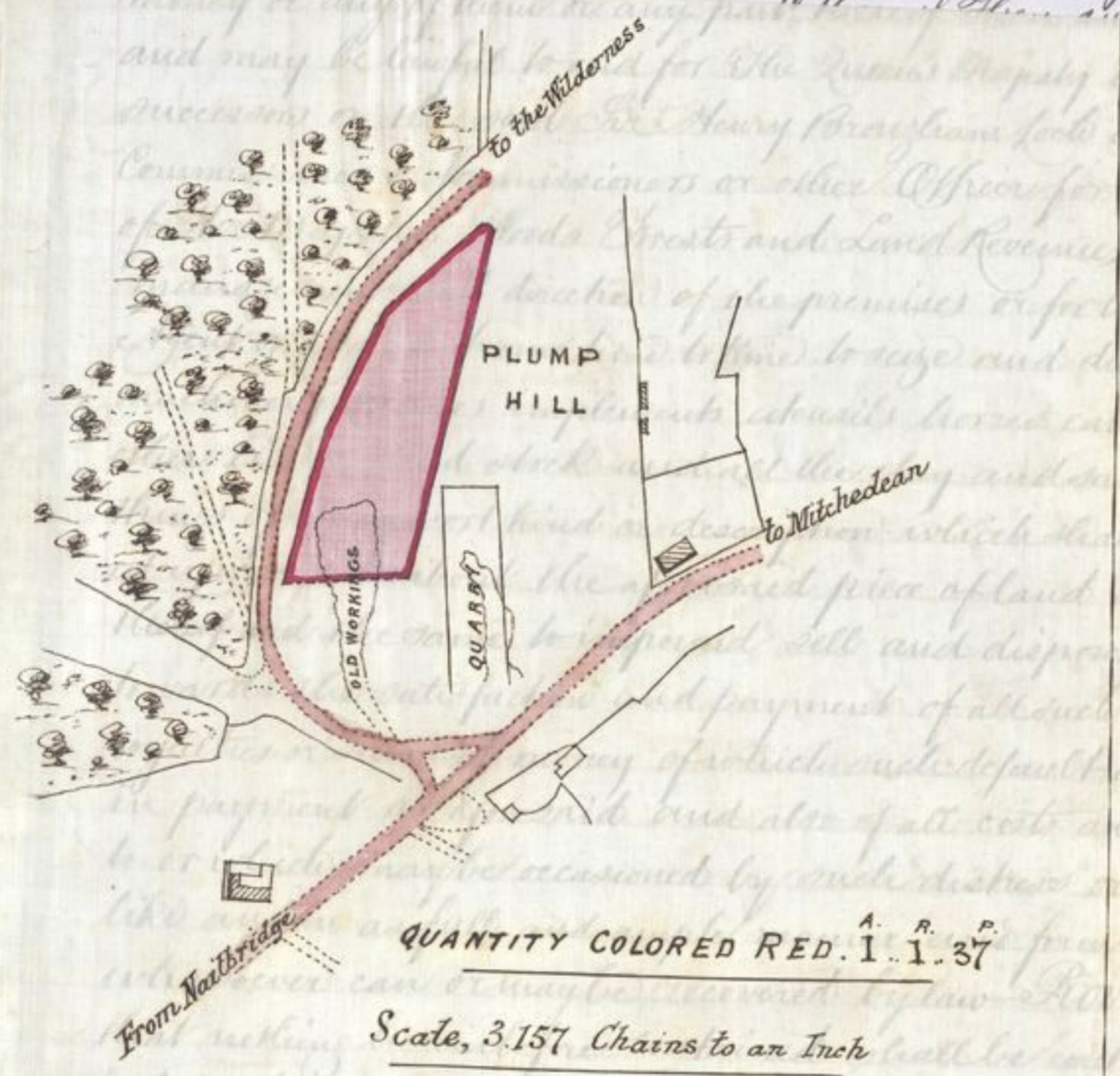
Schedule 1884

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and enjoy the premises hereby granted unto the said
Maynard Willoughby Colchester Wenys his executors admors
and assigns from the twenty fifth day of March One thousand
eight hundred and eighty three for the term of Twenty one
years Paying therefor during the said term unto the Queen's
Majesty her heirs and successors the clear yearly rent or sum of
Three pounds to be paid half yearly on the twenty ninth day
of September and the twenty fifth day of March in every year
by equal payments free and clear of land tax and of all other
taxes rates charges and assessments whatsoever which now are or
at any time hereafter during the said term shall be imposed
upon or in respect of the said premises the first half yearly payment
thereof to begin and be made on the twenty ninth day of September
One thousand eight hundred and eighty three And also paying
unto the Queen's Majesty her heirs and successors for and in respect
of all clay and sand which shall be dug or gotten off or from the
the piece of land hereinbefore described during the said term hereby
granted over and above the said yearly rent hereinbefore reserved
such further rents or duties royalties or sums of money as hereinafter
mentioned namely for and in respect of all such clay and sand
sold in its raw or unmanufactured state such a rent duty royalty
or sum of money as shall be equal to one full twelfth part in value
thereof respectively (the value of the clay or sand when sold to be
accounted for according to the price or prices for which the same
shall actually be sold) And for and in respect of all such clay
and sand removed off the land hereinbefore described for any
other purpose than for sale in its raw state a royalty or tonnage
duty of two pence per ton all such rents or duties royalties or
sums of money to be paid and accounted for half yearly on the
twenty ninth day of September and the twenty fifth day of
March in every year free from any deduction as aforesaid
And the said Maynard Willoughby Colchester Wenys 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) That he the said Maynard
Willoughby Colchester Wenys his executors administrators and
assigns shall and will from time to time during the said
term hereby granted well and truly pay or cause to be paid
unto Her Majesty her heirs and successors the said
yearly rent duties or royalties sum or sums of money hereinbefore

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respectively reserved and made payable as aforesaid upon the
respective days and times in the manner and proportions hereinbefore
appointed for payment thereof respectively free and clear of all and
all manner of rates taxes charges and assessments whatsoever And
Also that if default shall be made for the space of twenty one days
in payment of the aforesaid yearly rent duties royalties or sums of
money or any of them or any part thereof Then and so often it shall
and may be lawful to and for The Queen's Majesty her heirs and
successors or the said Sir Henry Brougham Knt or other the
Commissioner or Commissioners or other Officer for the time being
of Her Majesty's Woods Forests and Land Revenues having the
management and direction of the premises or for his or their
Agent or Agents from time to time to seize and distrain all or any
machinery engines implements utensils horses carts carriages or
other live or dead stock and all the clay and sand and other
things of every sort kind or description which shall be remaining
at upon in or about the aforesaid piece of land or any part of
thereof and the same to impound sell and dispose of for and
towards the satisfaction and payment of all such rents duties
royalties or sums of money of which such default shall be made
in payment as aforesaid and also of all costs and charges incident
to or which may be occasioned by such distress or distresses in the
like and in as full and ample manner and form as any rent
whatsoever can or may be recovered by law Provided always
that nothing hereinbefore contained shall be construed or is
intended in any manner to abridge alter or take away any
legal remedy whatsoever by distress or otherwise which Her
Majesty or Her Officers aforesaid might otherwise have had or
exercised for the recovery of the said rents and duties or sums of
money or any of them And also that he the said Maynard
Willoughby Colchester Wemyss his executors administrators and
assigns shall and will from time to time and during the said
term hereby granted bear pay and discharge the Land tax (if
any) and all other taxes rates tithes charges payments assessments
impositions and outgoings of what nature or kind soever in
respect of the premises hereby demised and every part thereof
And also will during the continuance of the said term
fairly and effectually work and carry on all and every pits and
works for the time being open or to be opened in and upon the
said piece of land for the purpose of getting clay or sand off

respectively reserved and made payable as aforesaid upon the respective days and times in the manner and proportions hereinbefore appointed for payment thereof respectively free and clear of all and all manner of rates taxes charges and assessments whatsoever AND ALSO that if default shall be made for the space of twenty one days in payment of the aforesaid yearly rent duties royalties or sums of



Majesty or Her Officers aforesaid might otherwise have had or exercised for the recovery of the said rents and duties or sums of money or any of them AND ALSO that he the said Magistrate Willoughby Colchester Wenys his executors administrators and assigns shall and will from time to time and during the said term hereby granted bear pay and discharge the Land tax (if any) and all other taxes rates tithes charges payments assessments impositions and outgoings of what nature or kind soever in respect of the premises hereby demised and every part thereof AND also will during the continuance of the said term fairly and effectually work and carry on all and every pits and works for the time being open or to be opened in and upon the said piece of land for the purpose of getting clay or sand off

or from the same to the satisfaction of the said Sir Henry
 Brougham Loch or other the Commissioner or other Officer or Officers
 aforesaid and shall not in any manner use the said land except
 for the purpose of digging or getting such clay or sand off and
 from the same as aforesaid And also shall and will keep fair
 and legible books of account with true regular and exact entries
 of the quantity of clay and sand which shall be dug or gotten
 off and from the said land herebefore described under or by
 virtue of these Presents and of the quantity sold in its raw state
 and of the person or persons to whom and of the time and prices
 at and for which the same shall be sold And also of the
 quantity of all clay and sand removed off the said land for any
 purposes except for sale in its raw state and the times of such removal
 And shall and will at all times whenever required so to do produce and
 shew such books of account to Her Majesty's Agent or Agents for the
 time being and to other the person or persons who may from time to time
 be authorized or appointed by the said Sir Henry Brougham Loch or other
 the Commissioner or Commissioners or other Officer for the time being as
 aforesaid to inspect or examine the same and permit and suffer him
 and them to take any extracts therefrom or copies thereof and shall
 give any explanations which may be required in relation thereto And
 also shall and will within ten days next after the expiration of
 each year during the said term hereby granted and also at such other
 time to times during the said term as the said Sir Henry Brougham
 Loch or other the Commissioner or Commissioners or other Officer for the
 time being as aforesaid shall by notice in writing under his or their
 hand or hands require the same and also within ten days next after
 the expiration of the said term deliver into the Office of the said
 Sir Henry Brougham Loch or other the Commissioner or Commissioners
 or other Officer for the time being as aforesaid or to other the
 person or persons who shall be authorized by him or them to receive
 the same a true and fair account in writing of all the clay and
 sand which during the preceding year and during such time as shall
 be required by such notice aforesaid shall have been dug or gotten
 off and from the said land herebefore described and of the quantity
 sold in its raw state and of the person or persons to whom and of the
 times and prices at or for which the same shall be sold And
 also of the quantity of all clay and sand removed off the said pieces
 of land for any purpose except for sale in its raw state and the time
 of such removal And also that it shall be lawful for the Queen's

Majesty her heirs and successors and also for the said Sir Henry
 Brougham Lock or other the Commissioner or Commissioners or other
 Officer for the time being as aforesaid or the Deputy Surveyor or Deputy
 Gaveler for the time being of the said Forest with or by their workmen
 agents or servants from time to time and at all times during the said
 term to enter into and upon the said piece of land for the purpose of
 viewing and examining the state and condition thereof And also
 that he the said Maynard Willoughby Colchester Wenys his executors
 admors and assigns shall not nor will at any time or times during the
 said term hereby granted erect build or set up upon the said land or
 any part thereof any manufactory or other building for the burning or
 making of bricks or any other erection or building whatsoever
 And shall not nor will commit any unnecessary damage spoil
 or waste in or upon the aforesaid land and premises or any part
 thereof in the exercise of the powers hereinbefore contained and
 shall not nor will in the exercise of the powers hereby granted do
 or permit or suffer to be done any damage spoil or injury to any
 of the Inclosures Wood Timber or other trees lands property or
 possessions of Her Majesty within the said Forest of Dean And shall
 and will at the end or other sooner determination of the said term
 hereby granted fill up in a proper and substantial manner and
 to the satisfaction of the said Sir Henry Brougham Lock or other
 the Commissioner or Commissioners or other Officer for the time being
 as aforesaid or his or their Agent all such pits as may have been
 made in digging and getting clay or sand off and from the said
 land and shall and will level and restore such land as far as
 practicable to its present state and condition And also that
 he the said Maynard Willoughby Colchester Wenys his executors
 and administrators shall not nor will at any time or times transfer
 or assign over grant or underlet or otherwise part with to any person
 or persons whomsoever the premises hereby demised or any of them
 or any part thereof for the whole or any part of the term hereby
 granted without the consent and approbation in writing of the
 Queen's Majesty her heirs or successors or of the said Sir Henry
 Brougham Lock or other the Commissioner or Commissioners or other
 Officer for the time being as aforesaid on behalf of Her Majesty
 for that purpose first had and obtained And also that he
 the said Maynard Willoughby Colchester Wenys his executors admors
 or assigns will at his and their own expense cause and procure
 every Assignment which with the consent and approbation

aforesaid shall at any time hereafter be made of these Presents
 or of the premises hereby granted or any part thereof and also all
 Probates of Wills and Letters of Administration affecting the term hereby
 granted to be within six calendar months from the respective
 dates thereof inrolled in the said Office of Land Revenue Records and
 Inrolments and Minutes or doquets thereof respectively to be entered in
 the Office of the said Commissioners for the time being of Her Majesty's
 Woods Forests and Land Revenues. **Provided** lastly that if it
 shall happen that the aforesaid yearly rent duties or royalties or
 sums of money or any of them or any part thereof shall not be duly
 accounted for or shall be behind or unpaid for the space of thirty
 days next over or after any of the days or times respectively whereon
 the same ought to be paid according to the true intent and meaning
 of these Presents Or in case the said Maynard Willoughby Colchester
 Wemyss his executors administrators and assigns shall not well and
 effectually observe perform and keep all and every the covenants
 conditions and agreements hereinbefore contained then and in any
 of the said cases it shall and may be lawful for the Queen's Majesty
 her heirs or successors or for the said Sir Henry Brougham Loch or
 other the Commissioner or Commissioners or other Officer for the time
 being as aforesaid on behalf of the Queen's Majesty her heirs and
 successors to reenter into and upon all and singular the said
 land hereinbefore described or any part thereof in the name of
 the whole and thenceforth to repossess and enjoy the same together
 with all engines tools machinery and other working gear and other
 matters and things then being thereon or gotten from the said land
 as fully and effectually to all intents and purposes as if these
 Presents had never been made and thereupon all interest rights
 and powers of the said Maynard Willoughby Colchester Wemyss his
 executors administrators and assigns under these Presents shall
 absolutely cease. **And** the said Sir Henry Brougham Loch as such
 Commissioner as aforesaid 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 of 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.

Henry B (to) Loch

M. W. Colchester St. Wemyss

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of
I Russell Sowray
Office of Woods, &c.
Whitehall Place

Signed sealed and delivered by the within named Maynard Willoughby Colchester Wemyss in the presence of
A Jenner Trust Jr.
Hill Cottage, Falfield
J.P. Colchester

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

21st November 1883

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Dated 3rd
December 1883

Forest of Dean
and Hundred
of St Briavels

The Registered
Owner of the
Gale of Coal
called the
Ellwood
Colliery

The Queen's
Most Excellent
Majesty

Release
of
Shortworkings

This Indenture made the third day of December One thousand eight hundred and eighty three Between **William Henry Chapman** of 49 Myton Street in the Town and County of Kingston upon Hull Commission Agent of the first part **Sir Arthur James Ruggé Price** of 511 Eumismore Gardens Hyde Park in the County of Middlesex Baronet of the second part **Sir Henry Brougham Loch** KCB, a Commissioner of Her Majesty's Woods, Forests and Land Revenues, and Her Majesty's Gavelor of and for the Forest of Dean in the County of Gloucester of the third part and **The Queen's Most Excellent Majesty** of the fourth part Whereas the said William Henry Chapman is the registered Owner of the Gale of Coal called the Ellwood Colliery granted to Samuel Morgan on the fourth day of June One thousand eight hundred and sixty and the said Sir Arthur James Ruggé Price has an equitable charge thereon for money advanced to the said William Henry Chapman and to James Goulton And whereas the holders of the said Gale have not bona fide commenced opening the same in violation of the fourth Rule specified in the third Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and of the Award of the Forest of Dean Mining Commissioners of One thousand eight hundred and seventy one dated the eleventh day of June One thousand eight hundred and seventy two And the said Gale has become liable to be forfeited to Her Majesty And whereas it has been agreed between the said parties hereto of the first and second parts and the said Sir Henry Brougham Loch as such Commissioner and Gavelor as aforesaid that in consideration of the forbearance until the eleventh day of June One thousand eight hundred and eighty four of the execution of the right of reentry so accrued as aforesaid to Her Majesty such release and Surrender of Shortworkings and such Covenants and Grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the first and second parts Do by these presents for themselves their heirs and assigns and according to their several estates and interests respectively release surrender and renounce unto Her Majesty her heirs and successors All right and liberty of them the said parties hereto of the first and second parts their heirs and assigns and all persons holding through or under them of

making up the accumulated shortworkings in respect of the said Gale of the years prior to the thirty first day of December One thousand eight hundred and eighty one and which amount to the sum of One hundred and twenty pounds Provided always and the said parties hereto of the first and second parts do for themselves their heirs and assigns covenant and agree with and to Her Queen's Most Excellent Majesty her heirs and successors in manner following that is to say

- 1 That the said right of reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any Transfer of the said Gale before the registered Owners of the said Gale shall have bona fide commenced the opening thereof.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.
- 3 That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the registered Owners shall on the eleventh day of June One thousand eight hundred and eighty four have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide commenced the opening thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised And the said Sir Henry Brougham hath doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In

witness whereof the said parties hereto of the first and second and third parts have hereunto set their hands and seals the day and year first above written.

William Henry (to) Chapman A. J. Ruggie (to) Price
Henry B (to) Lock

Signed sealed and delivered by the within named William Henry Chapman in the presence of
Thomas R Till
Solicitor
Hull

Signed sealed and delivered by the within named Sir Arthur ^{James} Ruggie Price in the presence of
Henry M^r Sharp
Clerk to Mr. Francis Fearon
Solicitor
25 Parliament Street
Westminster

Signed sealed and delivered by the within named Sir Henry Brougham Lock in the presence of
Gerald W Lascelles
Deputy Surveyor. New Forest

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

10th December 1883

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Schedule

Dated 29th Nov: 1883.

This Indenture made the twenty ninth day of November in the year of Our Lord One thousand eight hundred and eighty three

Between Benjamin Beale of Frensham County of Hants in the County of Surrey Yeoman James Alden of Aldershot in the County of Southampton Yeoman and Richard Beale

Mr Benjamin Beale and others of Frensham aforesaid Miller and Farmer hereinafter called the Vendors of the first part Sir Henry Brougham Loch

H.C.B. one of the Commissioners of Her Majesty's Woods, Forests and Land Revenues of the second part and The Queen's Most Excellent Majesty of the third part Whereas Richard

The Queen's Beale late of Frensham in the County of Surrey Miller and Farmer Most Excellent Majesty.

being at the time of his death seized in fee of the piece of land and hereditaments hereinafter described and intended to be hereby

assured duly made his Will dated the twenty sixth day of May One thousand eight hundred and seventy four and thereby

Conveyance appointed James Simmons the said Benjamin Beale and the of a piece of said James & Alden his Trustees and Executors and devised and

Land containing bequeathed all the Real and Personal Estate which should belong 5.0.26 or to him at his decease Unto and to the use of the said James

hereabouts in Simmons Benjamin Beale and James Alden their heirs executors

the parish of adorns and assigns respectively As to the Real and personal Estate belonging to him beneficially and which was thereafter

Purchase money £120 comprised under the denomination of his "Trust Property" Upon trust when and as his Trustees in order to effectuate any of the

purposes of his Will or with a view to the advantage of his estate or the more convenient division thereof among the persons entitled

thereto should in their discretion find it necessary or expedient so to do to sell and convert into money his trust property or such parts

thereof as should be of a saleable or convertible nature and to get in the other parts thereof with full discretionary power to

sell by Public Auction or private Contract together or in parcels subject to such terms and conditions as to the title or the evidence

or commencement of title or the time or mode of payment of the purchase money or as to any other matters relating to the sale

conversion and getting in of his Trust property as his Trustees should judge expedient also to fix reserved biddings and to buy in property

offered for sale and vacate or vary Contracts for Sale and to resell as aforesaid without liability to answer for any consequential loss

and also to execute give and do all necessary assurances and things and generally to effect the sale and conversion of his trust property

Seals

William

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Trust

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Schedule
1884

on such terms and in such manner as they should deem most advantageous. **And whereas** the said Richard Beale made a Codicil to his said Will which Codicil bears date the second day of August One thousand eight hundred and seventy nine and thereby declared that his friend John Nash of Fournham in the County of Surrey Auctioneer and his son the said Richard Beale party hereto should also be Trustees and Executors of his said Will and he appointed them Trustees and Executors thereof in addition to and jointly with the said James Simmons Benjamin Beale and James Alden. And he declared that his said Will should take effect in the same manner as if the names James Simmons Benjamin Beale James Alden John Nash and his said son Richard had been originally inserted throughout his said Will in lieu of the names of the said James Simmons Benjamin Beale and James Alden. **And whereas** the said Testator died on the third day of May One thousand eight hundred and eighty three without having altered or revoked his said Will except by the said recited Codicil and without having altered or revoked his said Codicil and the said Will and Codicil were on the sixth day of June One thousand eight hundred and eighty three duly proved in the Principal Registry of the Probate Division of Her Majesty's High Court of Justice by the Vendors the said James Simmons and John Nash having renounced Probate thereof. **And whereas** by a Deed Poll under the hands and seals of the said James Simmons and John Nash and dated the fourteenth day of June One thousand eight hundred and eighty three after reciting that the said James Simmons and John Nash had not in anywise administered or intermeddled with the Real or Personal Estate of the said Testator nor acted or interfered in the execution of the said Will and Codicil or of the trusts or powers thereof It was witnessed that they the said James Simmons and John Nash did thereby disclaim All the real and personal Estate whatsoever and wheresoever devised or bequeathed by the said Will and Codicil and all devises bequests trusts powers and authorities expressed to be made or created or conferred by the said Will and Codicil or either of them and the Office of Trustees and Executors of the said Will and Codicil. **And whereas** the Vendors as such Trustees as aforesaid on the twenty third day of August One thousand eight hundred and eighty three offered the said piece of land intended to be hereby assured with other hereditaments

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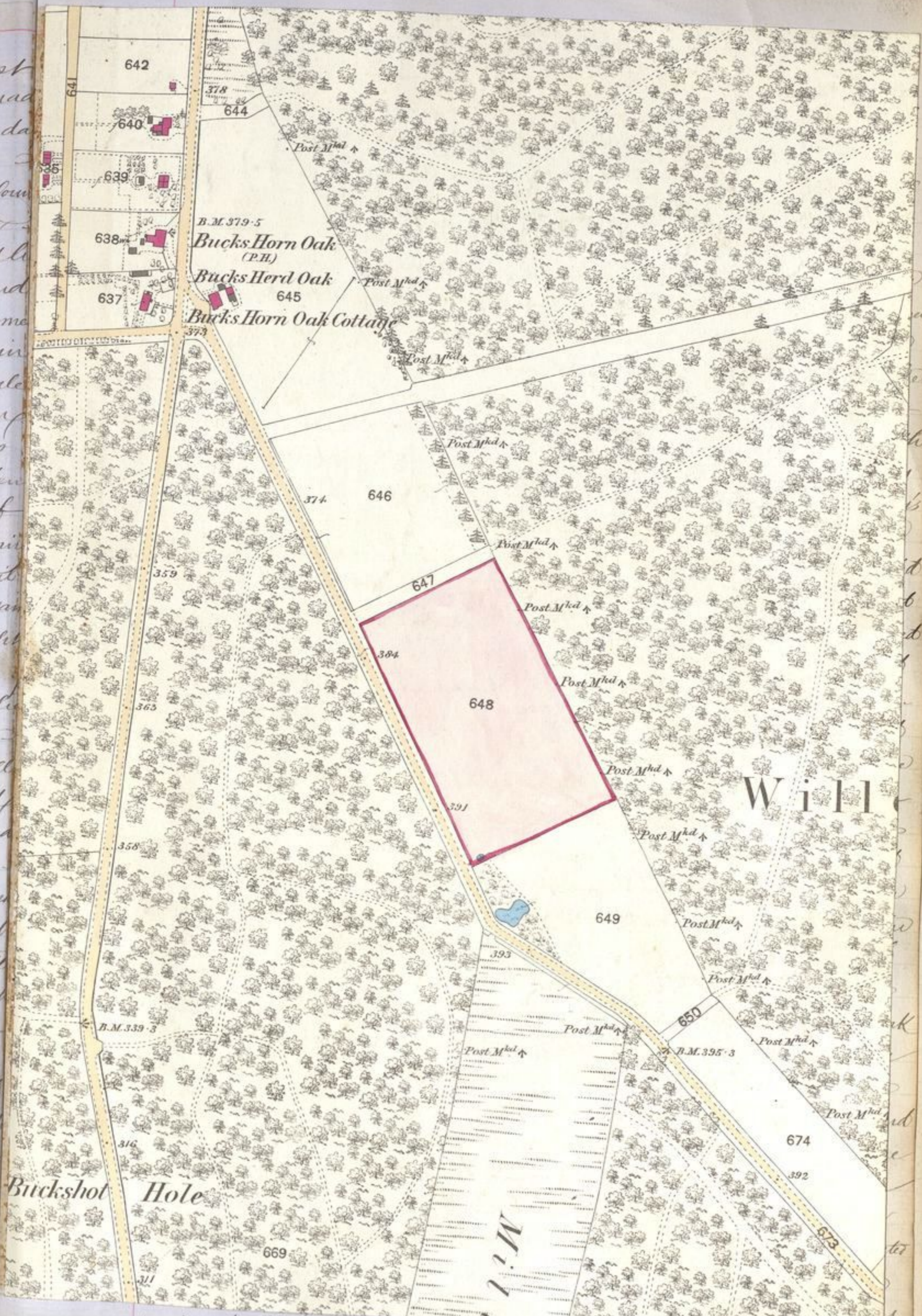
for sale by Public Auction and at such sale the said Sir Henry Brougham Esq as such Commissioner as aforesaid was declared the purchaser on behalf of Her Majesty of the said piece of land at the price of four hundred and thirty pounds but which price was subsequently for divers sufficient reasons reduced by the Vendors to the sum of four hundred and twenty pounds and the said Sir Henry Brougham Esq thereupon paid to the Vendors the sum of One hundred pounds by way of deposit and in part payment of the said purchase money. **And whereas** the said Sir Henry Brougham Esq has made such purchase in exercise of the powers of the Act of Parliament of the tenth year of the reign of King George the fourth Chapter fifty and of the Act of the fourteenth and fifteenth years of the reign of Her present Majesty Chapter forty second and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant. **Now this Indenture witnesseth** that in pursuance of and for effectuating the said sale and in consideration of the sum of One hundred pounds paid by way of deposit as aforesaid and of the further sum of Three hundred and twenty pounds on or before the execution of these presents paid by the said Sir Henry Brougham Esq on behalf of The Queen's Majesty to the Vendors the receipt of which said sums of One hundred pounds and three hundred and twenty pounds making together the said purchase money or sum of Four hundred and twenty pounds the Vendors do hereby acknowledge They the Vendors as Trustees and in exercise of the power of Sale conferred on them by the said recited Will and Codicil and of all other powers and authorities in anywise enabling them so to do **DO** by these presents grant bargain and sell unto The Queen's Majesty her heirs and successors **All that** piece or parcel of Pasture land containing five acres and twenty six perches or thereabouts situate near the Bucks Horn Oak and in the parish of Binsted in the County of Hants bounded on the south west by the public road from Binsted to Fensham on the south east by premises formerly belonging to Richard Hammond on the north east by an Inclosure known as Willow Green Inclosure and on the north west by a private or Occupation Road as the same was lately in the occupation of James Brownjohn but is now unoccupied and which said piece of land is approximately delineated on the plan annexed to these presents being thereon colored red. **To have and to hold** the said piece of land and premises unto Her Majesty her heirs and successors in right of Her Crown

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May 24th 1883



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unto Her Majesty her heirs and successors in right of Her Crown

Deed B^t No p: 580

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piece of land intended to be hereby assured with other

And the vendors hereby acknowledge the right of Her
 Queen's Majesty her heirs successors and assigns to production
 and delivery of copies of a certain Deed Poll dated the twenty
 second day of November One thousand eight hundred and seventy
 seven under the hand and Official Seal of the Copyhold Commissioners
 and the said recited Deed Poll of the fourteenth day of June
 One thousand eight hundred and eighty three which are retained
 by the vendors and do hereby covenant with Her Queen's Majesty
 that all the obligations and liabilities imposed by Law in respect
 of the said Deeds shall be observed and performed not only at
 the request in writing of Her Majesty or of any person claiming
 through or under her but also at the request in writing of a
 Commissioner for the time being of Her Majesty's Woods Forests and
 Land Revenues or of the Law Officers of the Crown And the said
 Sir Henry Bromham Lock 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 hereto of the first
 and second parts respectively have hereunto set their hands
 and seals the day and year first above written.

Benjⁿ (H) Beale James (H) Alden Henry B (H) Lock
 Richard (H) Beale

Signed sealed and delivered by the within named Benjamin
 Beale in the presence of

Henry Potter
 Sol^r

Farulham

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

J Robert Perkes
 Sol^r

Farulham

Clerk to Mr. Potter

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

J. Robert Perkes

Sheet LXXII. S. Inrolments. 178

Signed sealed and delivered by the within named Sir Henry
Brougham Loch in the presence of
Gerald W Lascelles
Deputy Surveyor New Forest

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.
10 December 1883

1827
New Forest
Drain at
Bank

24th May 1883.

Sir,

In: Maxwell
Accepting offer of
Permission
to make drain
24 May 1883

I hereby accept your offer of permission to
lay down a drain at Bank in the New Forest, subject
to the payment of an annual acknowledgment of
10/- and upon the conditions set forth in your
letter of the 3rd instant by which I agree to be
bound.

The plan showing the course of the drain
enclosed in your said letter is returned herewith.

I am,
Sir,

Your obedient Servant
(per) John Maxwell

Sir Henry B. Loch, K.C.B.
Commissioner of
Her Majesty's Woods, &c.



Signed sealed and delivered by the within named Sir Henry
Brougham Lock in the presence of
Gerald W Lascelles
Deputy Surveyor New Forest

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.

10 December 1883

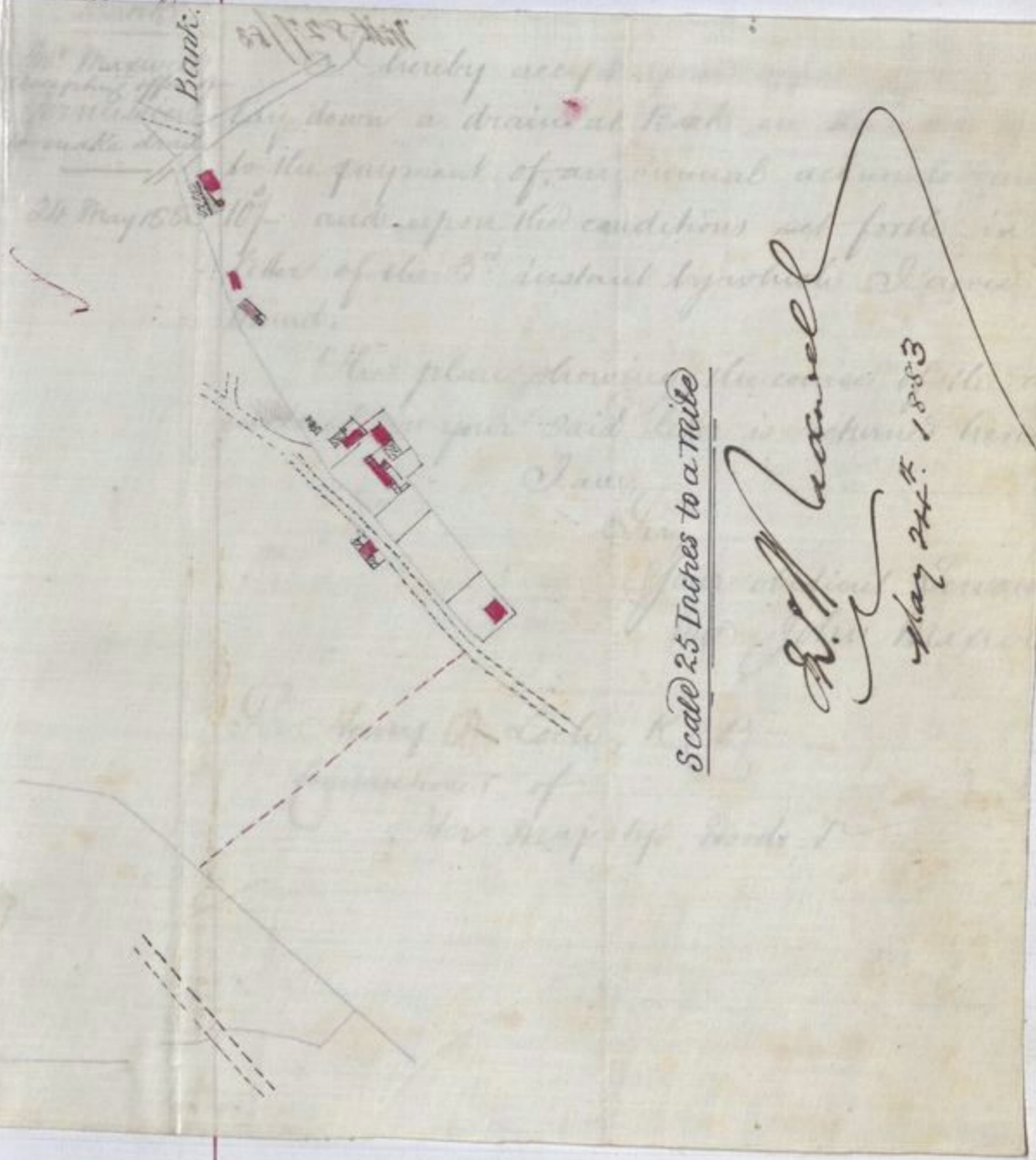
H. G. Hewlett
Keeper of the Records.

1887
New Forest
Drain at

Sir,

24th May 1883.

Sheet LXXII. S. Tynemouth. 17h



Scale 2.5 Inches to a Mile

R. A. Lascelles
May 24th 1883

nd to
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Dated 14th
May 1883

New Forest

Proposal for
Lease of House,
Buildings & Land
situate at Castle
Malwood

Tracing not
to be inserted

Proposal for Lease of House, Buildings and Land containing together 22. 1. 19 or thereabouts situate at Castle Malwood in the New Forest described in the Schedule hereto and enclosed with a Red verge on the annexed tracing.

- I The Right Hon^{ble} Sir William Vernon Harcourt, M.P., do hereby offer to take from the Commissioner of Woods & in charge of the property a Lease for the Term of 99 years from the 10th day of October 1883 of the property above described, subject to the following conditions:
1. The Rent to be for the first two years £35 per Annum, and thereafter £100 per annum, payable quarterly on the usual quarter days.
 2. I will erect and build on the Land in such situation and according to such plans and specifications as shall be approved in writing by the said Commissioner a House with Stables and Offices of the cost value of £3000 at the least - such House to be roofed in within 3 years from the date of this proposal, and I will pay a fee of £5. 5. 0 to the Crown Surveyor for the approval of the plans and specifications, a copy of which when approved is to be deposited in the Office of Woods &c.
 3. I will forthwith put into good repair to the satisfaction of the Commissioner all the fences belonging to the above mentioned land.
 4. Upon the Certificate of the Crown Surveyor that the said House and Offices have been erected and in accordance with Condition 2 and roofed in and that the fences have been repaired in accordance with Condition 3, a Lease of the premises is to be granted to me for the Term aforesaid, in the form and subject to the covenants and provisions contained in the form of Lease signed and approved by me and deposited in the said Office of Woods, at the yearly rent above mentioned, and the other contingent additional rent mentioned in the said form of lease.
 5. I will if required by the Commissioner so to do, enter into a formal Agreement with the Crown to the effect of this proposal; and the charges for such Agreement (if required) amounting to £3. 3. 0 and for the Lease to be granted as aforesaid amounting to £21 are to be paid by me.
 6. In case any default shall be made by me in the perform

of any of these conditions, the Crown may (without prejudice to any other remedy) re-enter upon the premises before described; and during the period which may elapse between the said 10th day of October 1883 and the date of the grant of the lease, I agree to observe and perform the covenants and Provisions to be contained in the said Lease and to pay the rents before mentioned (which may be recovered by distress or otherwise) in the same way in all respects as if the Lease had been actually granted to me.

Dated this 11th day of May 1883.

W. V. Harcourt

The Schedule above referred to.

N ^o on Plan	Description	Quantity		
		a	r	l
277	House, Garden, Orchard &c.	3	3	9
278				
279				
276	Pasture	8	3	21
175	d ^o	2	1	2
176	d ^o	1	3	34
177	d ^o	2	2	4
178	d ^o	1	0	9
179	d ^o	1	3	20
		A. 22 1 19		

I hereby accept the offer embodied in the foregoing proposal.
Henry B. Lock

Office of Woods, &c.
5th June 1883.