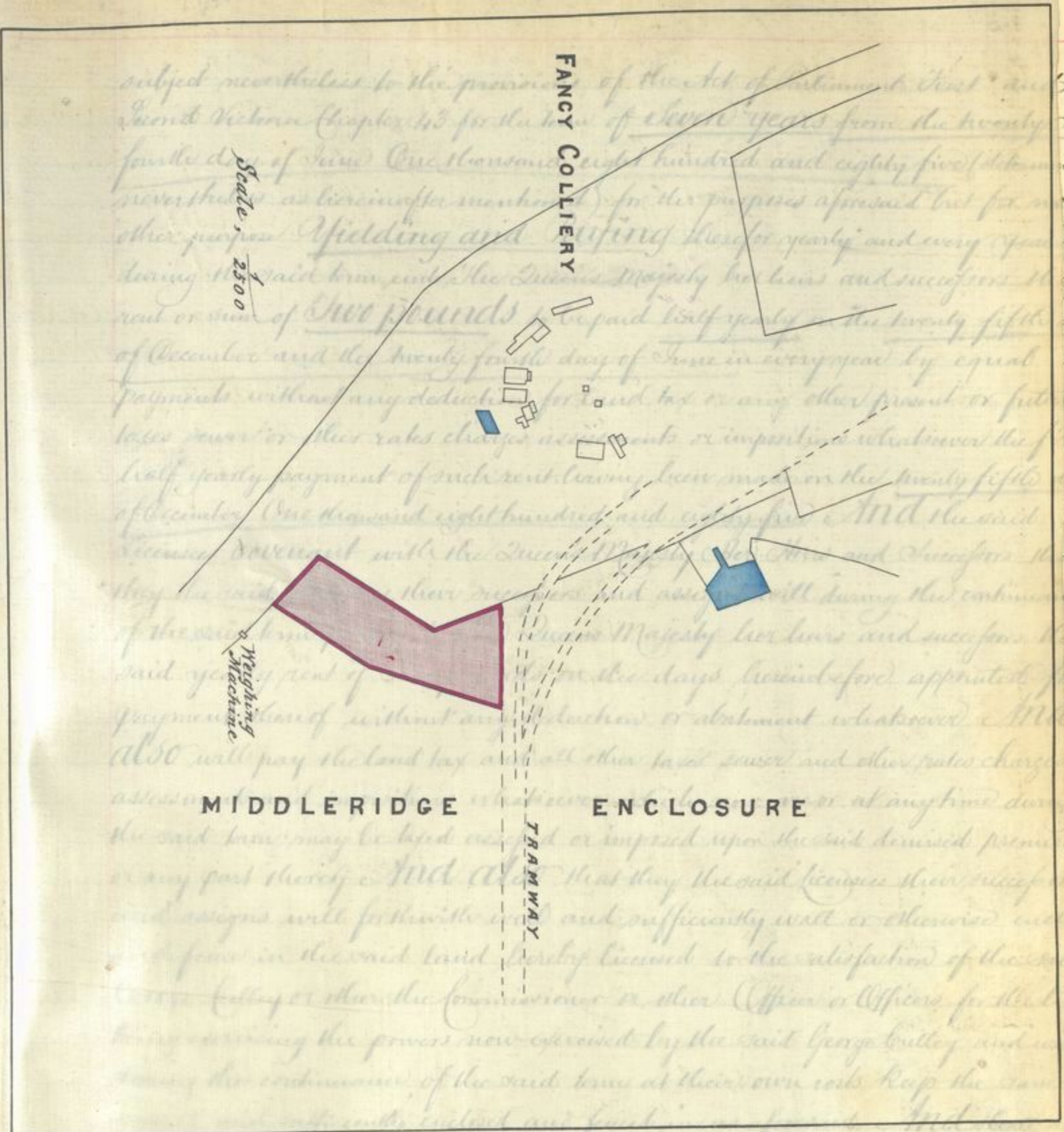


Dated 31st March 1886 **This Indenture** made the thirty first day of
 March One thousand eight hundred and eighty six Between The
Queen's Most Excellent Majesty of the first part George
Dean Forest Culley Esquire the Commissioner of Her Majesty's Woods Forests
 and Land Revenues to whom the management and direction of the
George Culley Esq Royal Forest of Dean with the duties and powers appertaining thereto
 a Commissioner of have been duly assigned under the Act fourteenth and fifteenth
 Her Majesty's Woods Victoria Chapter 42 Section 5 of the second part and The Park End
and New Fancy Collieries Company Limited (hereinafter
 called The said Licensees) of the third part Whereas the said
Licensees are the Registered Owners or parties entitled to a certain
The Park End Gate or Colliery in the said Forest of Dean called or known as the
and New Fancy New Fancy Colliery, and they have lately applied to the said George
Collieries Comp^y, Culley as such Commissioner as aforesaid (in whom the powers given
Limited to the Commissioners for the time being of Her Majesty's Woods, Forests
 and Land Revenues Works and Buildings by the Act First and Second
License to use Victoria Chapter 43 are now vested) to grant to them a license to
 a piece of land in use the piece or parcel of land in the Forest of Dean and County of
 Middelridge Endow Gloucester hereinafter more particularly described for the purposes
 in the Forest of hereinafter mentioned And whereas the said George Culley as
Dean for the purpose such Commissioner as aforesaid hath agreed to grant such license to
of Tiproom in the said Licensees for such term at such rent upon such conditions and
connection with the subject to such covenants and restrictions as are hereinafter reserved
New Fancy Colliery and contained Now this Indenture witnesseth that
 in pursuance of the said Agreement and in consideration of the
Commencing premises The said George Culley as such Commissioner as aforesaid
24 June ... 1885 acting under the authority of the fifteenth Section of the twenty fourth
For years 7 and twenty fifth Victoria Chapter 40 and of every other power or
Expires 24 June 1892 authority in anywise enabling him in this behalf Doth by these
Rent £2 per presents give and grant unto the said Licensees and their
Annium successors full power license and authority to use the piece or parcel
 of land being part of an enclosure in the Forest of Dean in the
 County of Gloucester called The Middle Ridge Endow containing
 One acre and one rood or thereabouts and colored red on the plan
 drawn hereon for the purpose of tip room or such other easements
 for the more convenient working and enjoyment and disposal of
 the produce of the said Gate or Colliery as are specified in the
 said Act of the twenty fourth and twenty fifth Victoria Chapter
 40 Section 15 To hold use exercise and enjoy the said power
 and authority unto the said Licensees and their successors

subject nevertheless to the provisions of the Act of Parliament First and
 Second Victoria Chapter 43 for the term of Seven years from the twenty-
 fourth day of June One thousand eight hundred and eighty five (determined
 nevertheless as hereinafter mentioned) for the purposes aforesaid but for no
 other purpose yielding and Paying therefor yearly and every year
 during the said term unto The Queen's Majesty her heirs and successors the
 rent or sum of Two pounds to be paid half yearly on the twenty fifth day
 of December and the twenty fourth day of June in every year by equal
 payments without any deduction for land tax or any other present or future
 taxes sewer or other rates charges assessments or impositions whatsoever the first
 half yearly payment of such rent having been made on the twenty fifth day
 of December One thousand eight hundred and eighty five And the said
 Licensees Covenant with the Queen's Majesty her Heirs and Successors that
 they the said Licensees their successors and assigns will during the continuance
 of the said term pay unto The Queen's Majesty her heirs and successors the
 said yearly rent of Two pounds on the days hereinafore appointed for
 payment thereof without any deduction or abatement whatsoever And
 also will pay the land tax and all other taxes sewer and other rates charges
 assessments and impositions whatsoever which now are or at any time during
 the said term may be taxed assessed or imposed upon the said demised premises
 or any part thereof And also that they the said Licensees their successors
 and assigns will forthwith well and sufficiently wall or otherwise enclose
 and fence in the said land hereby licensed to the satisfaction of the said
 George Hulley or other the Commissioner or other Officer or Officers for the time
 being exercising the powers now exercised by the said George Hulley and will
 during the continuance of the said term at their own costs keep the same
 so well and sufficiently enclosed and fenced in as aforesaid And shall and
 will at all times maintain and keep the said lands in good and proper
 order and condition and with all necessary and requisite drains sewers
 watercourses and amendments whatsoever and will make good all damage or
 injury which at any time or times during the term hereby granted may
 happen or be occasioned to the lands trees property or possessions of Her
 Majesty or of any adjoining owner or owners by reason of the use or occupation of
 the said lands for the purposes aforesaid the amount of every such damage or
 injury to be from time to time ascertained and finally settled by the Valuation
 on Oath or other affirmation of the Deputy Surveyor or Deputy Gaveler for the
 time being of the said Forest or by such other person or persons as may at
 any time be appointed by the said George Hulley or by the Commissioner or
 other Officer or Officers for the time being in charge of the said Forest to make
 the said Valuation and the same to be paid by the said Licensees or their

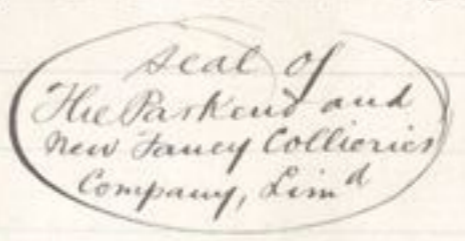


watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the term hereby granted may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining owner or owners by reason of the use or occupation of the said lands for the purposes aforesaid the amount of every such damage or injury to be from time to time ascertained and finally settled by the Valuation on oath or other affirmation of the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest or by such other person or persons as may at any time be appointed by the said George Selley or by the Commissioner or other Officer or Officers for the time being in charge of the said Forest to make the said Valuation and the same to be paid by the said Licensees or their

Successors or Assigns immediately on demand And it is hereby
 declared and agreed that it shall be lawful for the said George
 Cutley ^{the Commissioner or other} or Officers aforesaid or the Deputy Surveyor or
 Deputy Gavelled for the time being of the said Forest with or by their
 workmen servants or agents from time to time and at all times during
 the continuance of the term hereby granted to enter into and upon the
 said premises for the purpose of viewing and examining the state and
 condition thereof And the said Licensees do hereby covenant with
 The Queen's Majesty her heirs and successors that they the said Licensees
 or any other person or persons will not at any time during the
 continuance of the said term use or occupy or permit or suffer the
 said land or any part thereof to be used or occupied otherwise than
 for the purposes of and in connection with the said Gale or Colliery
 or for the more convenient working of the same and in strict
 conformity with (so far as the same may be applicable thereto)
 the rules orders and regulations of the Dean Forest Mining Commissions²
 made for the working of gales pits levels and works of Coal or coal
 mines in the said Forest of Dean and Hundred of St Briavels
 and will not commit or suffer to be committed any waste spoil
 damage or injury to the enclosures lands trees property or possessions
 of Her Majesty or of any adjoining owner or owners nor do or suffer
 to be done any act or thing whatsoever which may be or become
 a nuisance annoyance or disturbance to the Queen's Majesty her heirs
 or successors or to the Owners or occupiers of any contiguous premises
 And also that they the said Licensees their successors and assigns
 will at the end or sooner determination of the term peaceably and
 quietly leave surrender and yield up unto The Queen's Majesty her
 heirs and successors or to the said George Cutley as such Commissioner
 as aforesaid or other the Commissioner or other Officer or Officers aforesaid
 on behalf of Her Majesty or to whom he or they shall direct or appoint
 to receive the same the said lands in proper order and condition
 And also will at their own costs within three calendar months
 from the respective dates thereof cause all assignments which may
 at any time hereafter be made of these presents or of the premises
 hereby demised and all Probates of Wills and Letters of Administration
 affecting the premises to be within six calendar months from the
 date thereof enrolled in the Office of Land Revenue Records and
 Inrolments and Minutes or dockets thereof respectively to be entered
 in the Office of the said Commissioners of Her Majesty's Woods
 Forests and Land Revenues Provided always and these

presents are upon this express condition that the said term hereby granted shall absolutely cease and determine when the said New Fancy Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working gales pits levels and works of coal or coal mines within the said Forest and Hundred or the grant of the said gale or works shall be otherwise determined Provided lastly and these presents are upon this express condition that if the said rent of two pounds hereby reserved or any part of the same shall be unpaid for thirty days next after any of the days of payment on which the same ought to have been paid or if the said Licensees their successors or assigns do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the term and license hereby granted shall absolutely cease and determine and it shall be lawful for Her Majesty her heirs and successors or the said George Culley as such Commissioner as aforesaid or other the Commissioners or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and upon the said lands and premises or any part of the same in the name of the whole to reenter and thenceforth to have again retain repossess and enjoy as in her or their former Estate and the said Licensees their successors and assigns and all other occupiers thereof thereout and from thence to expel put out or remove this present Indenture or anything herein contained to the contrary notwithstanding AND the said George Culley 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 Licensees have hereunto caused their common seal to be affixed and the said George Culley hath hereunto set his hand and seal the day and year first above written.

Geo^d Culley



Signed sealed and delivered by the within named George Culley in the presence of - I Russell Towray, Office of Woods P, Whitehall Place
 Sealed by the within named Parkend & New Fancy Collieries Company Limited in the presence of J. H. Deakin
 Frank S. Hockaday } Directors
 Frank S. Hockaday - Secretary

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 May 1886.
 W. G. Bennett
 Keeper of the Records

365.

Horizontal red line

Diagonal lines forming an X

L A

Woolley

CHART

Dated 28th May 1886

Articles of Agreement made the twenty eighth

day of May One thousand eight hundred and eighty six

GEORGE CULLEY, Esquire,
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
GEORGE CULLEY Esquire a Commissioner of Her Majesty's Woods Forests and
Land Revenues of the second part and

*Alfred Ings of
Lyndhurst in the County of Hants, Innkeeper*

and

hereinafter called "the said Tenant" of the third part

Alfred Ings.

THE said GEORGE CULLEY as such Commissioner as aforesaid on behalf of
Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her
Majesty to take and rent as tenant to Her Majesty ALL ~~THAT~~ *those pieces*

*or parcels of meadow land garden and shrubbery
situate at Lyndhurst in the County of Hants
containing in the whole 8^a 0^r 10^p or thereabouts
which said pieces or parcels of land are more
particularly described in the plan attached to these
presents and thereon colored Red*

with the appurtenances situate at

AGREEMENT for Letting

*8^a 0^r 10^p of land
for the term of one
year from the 25th
March 1886
on a Yearly Tenancy from the*

Rent £ 34⁰ 0⁰ per Annum.

lately in the

occupation of the late Sir Charles Busard, Baronet

together with the fixtures therein TO HOLD the same hereditaments to the said
tenant *his executors and administrators*

from the *twenty fifth* day of *March 1886* as tenant
for the term of one year

from year to year (the tenancy being however determinable as after mentioned) at
the yearly rent of £34.

to be paid to the Crown Steward of
the Manor of Lyndhurst free from all taxes rates and deductions whatsoever

(except Landlord's property tax) by *two half yearly* equal *Quarterly* payments on the *29th*
day of *September 1886* and the *25th* day of *March 1887*

the _____ day of _____ and the _____ day

of _____ in every year the first *Quarterly* payments to be due on the
29th day of *September 1886* AND the said

tenant hereby agrees that he will pay to the Queen's Majesty the said ~~yearly~~ rent
of £34. on the days and in the manner aforesaid And will also

pay the land tax sewers rates tithes or tithe rent charge and all other rates taxes and
assessments whatsoever (except the Landlord's property tax) now or hereafter to be

imposed in respect of the said premises Together with a proportionate part thereof
for the period which shall elapse between the *half yearly* ~~Quarterly~~ day of payment next preceding
the expiration of the said tenancy and the day on which the same shall expire

Dated 28th May 1886

Articles of Agreement made the twenty eighth

day of May One thousand eight hundred and eighty six

GEORGE CULLEY, Esquire,
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
GEORGE CULLEY Esquire a Commissioner of Her Majesty's Woods Forests and
Land Revenues of the second part and

*Alfred Ings of
Lyndhurst in the County of Hants, Innkeeper*

and

hereinafter called "the said Tenant" of the third part

Alfred Ings

THE said GEORGE CULLEY as such Commissioner as aforesaid on behalf of
Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her
Majesty to take and rent as tenant to Her Majesty ALL ~~THAT~~ those pieces

or parcels of meadow land garden and shrubbery
situate at Lyndhurst in the County of Hants
containing in the whole ^{a. r. p.} 8 0 10 or thereabouts
which said pieces or parcels of land are more
particularly described in the plan attached to these
presents and thereon colored Red

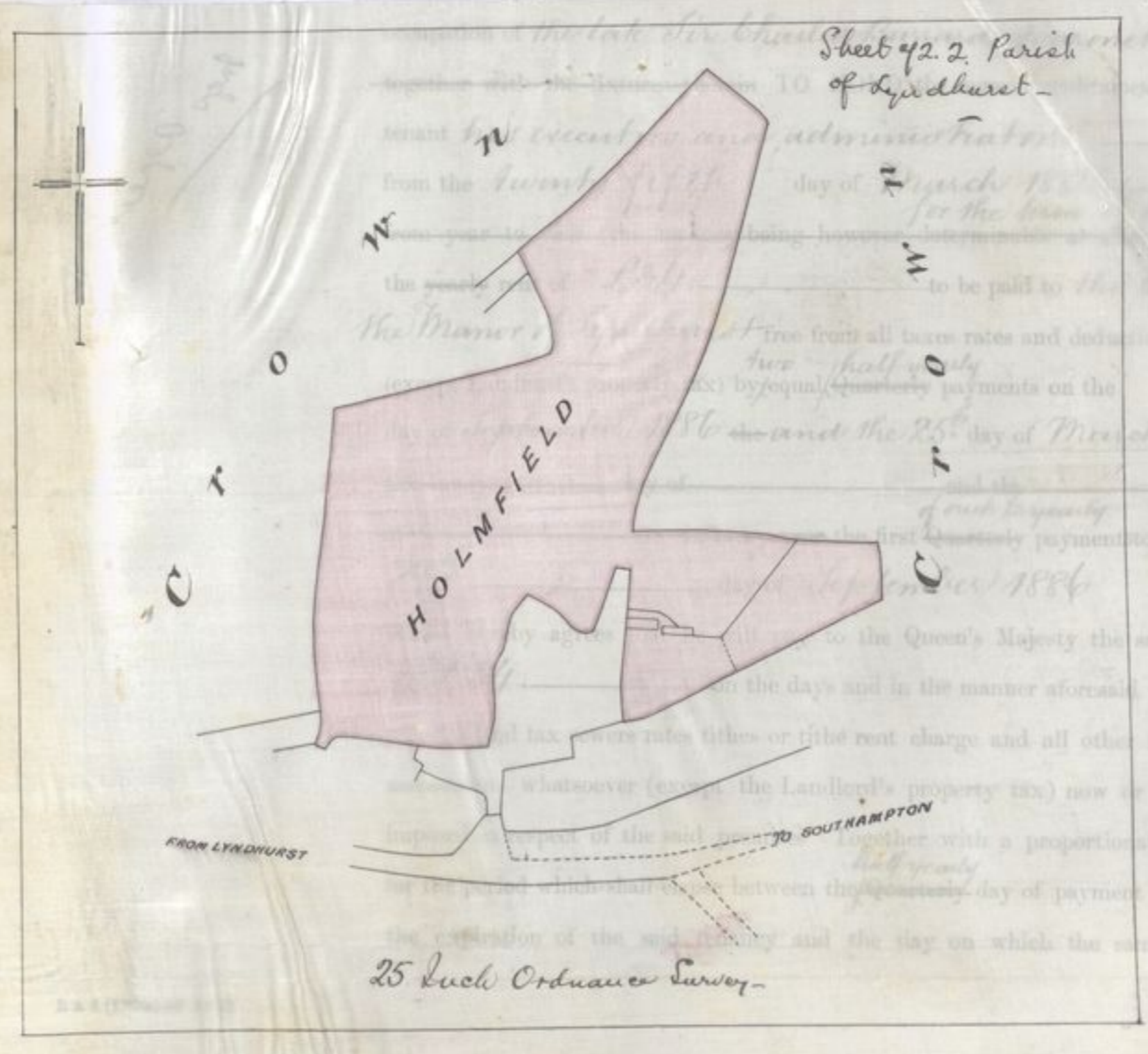
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AGREEMENT for Letting

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on a Yearly Tenancy from the*

Rent £ 34 0 0 per Annum.

lately in the
to the said
as tenant
one year
mentioned at
Crown Steward of
whatsoever
29th
day
be due on the
AND the said
rent
And will also
taxes and
hereafter to be
part thereof
next preceding
shall expire



365.

367.

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

(s) *W. G. Stewart*
Keeper of the Records.

31st May 1886

AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition ~~and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created~~ ^{twelve fifth day} ~~of March 1887~~ deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said GEORGE CULLEY or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice ~~AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues~~ AND the said GEORGE CULLEY doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

(Signed) *Geo. Culley*

Signed by the above-named }
GEORGE CULLEY in the }
presence of

(s) *Rufell Lowry*
Office of Woods &
Whitehall Place.

Signed by the above-named }
Alfred Ings. }
in the presence of

(s) *Arthur G. Grace*
Sydney
Clerk, Dep. Surveyor.

(Signed) *Alfred Ings*

Dated 28th May 1886.

Articles of Agreement made the Twenty eighth day of May One thousand eight hundred and eighty six

GEORGE CULLEY, Esquire,
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
GEORGE CULLEY Esquire a Commissioner of Her Majesty's Woods Forests and
Land Revenues of the second part and William Tanner of
Poulner Hill in the Parish of Ringwood in the
County of Hants.

and

hereinafter called "the said Tenant" of the third part

Mr. Wm Tanner

THE said GEORGE CULLEY as such Commissioner as aforesaid on behalf of
Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her
Majesty to take and rent as tenant to Her Majesty ALL-THAT those two

AGREEMENT for Letting
0. 3. 13 of Land
at Shopley in the
New Forest

pieces or parcels of land situate at Shopley
in the New Forest in the County of Hants
containing 0. 3. 13 or thereabouts colored
Pink on the plan attached hereto and

on a Yearly Tenancy from the
25th March 1886

with the appurtenances situate at

Rent £ 1. — — per Annum.

lately in the
occupation of Charles Brown

together with the fixtures therein TO HOLD the same hereditaments to the said
tenant

from the Twenty fifth day of March 1886 as tenant
from year to year (the tenancy being however determinable as after mentioned) at

the yearly rent of £1. — — to be paid to the Deputy Surveyor
of the New Forest free from all taxes rates and deductions whatsoever

(except Landlord's property tax) by equal Quarterly payments on the 24th
day of June the 29th day of September

the 25th day of December and the 25th day
of March in every year the first Quarterly payment to be due on the

24th day of June 1886. — — AND the said
tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent

of one pound on the days and in the manner aforesaid And will also
pay the land tax sewers rates tithes or tithe rent charge and all other rates taxes and

assessments whatsoever (except the Landlord's property tax) now or hereafter to be
imposed in respect of the said premises Together with a proportionate part thereof

for the period which shall elapse between the Quarterly day of payment next preceding
the expiration of the said tenancy and the day on which the same shall expire

Assigned by deed dated 23/8/33 to Duke of Westminster LRS 1 page 65
Agreement as to repair of Building 26/2/1934 WLS B 38 p 169
Assigned by deed dated 16.6.47 to The Whitefield Corporation LLS 15761 P 93

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Dated 28th May 1886.

Articles of Agreement made the Twenty eighth

day of May One thousand eight hundred and eighty six

GEORGE CULLEY, Esquire,
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
GEORGE CULLEY Esquire a Commissioner of Her Majesty's Woods Forests and
Land Revenues of the second part and *William Tanner of
Poulner Hill in the Parish of Ringwood in the
County of Hants.*

and

hereinafter called "the said Tenant" of the third part

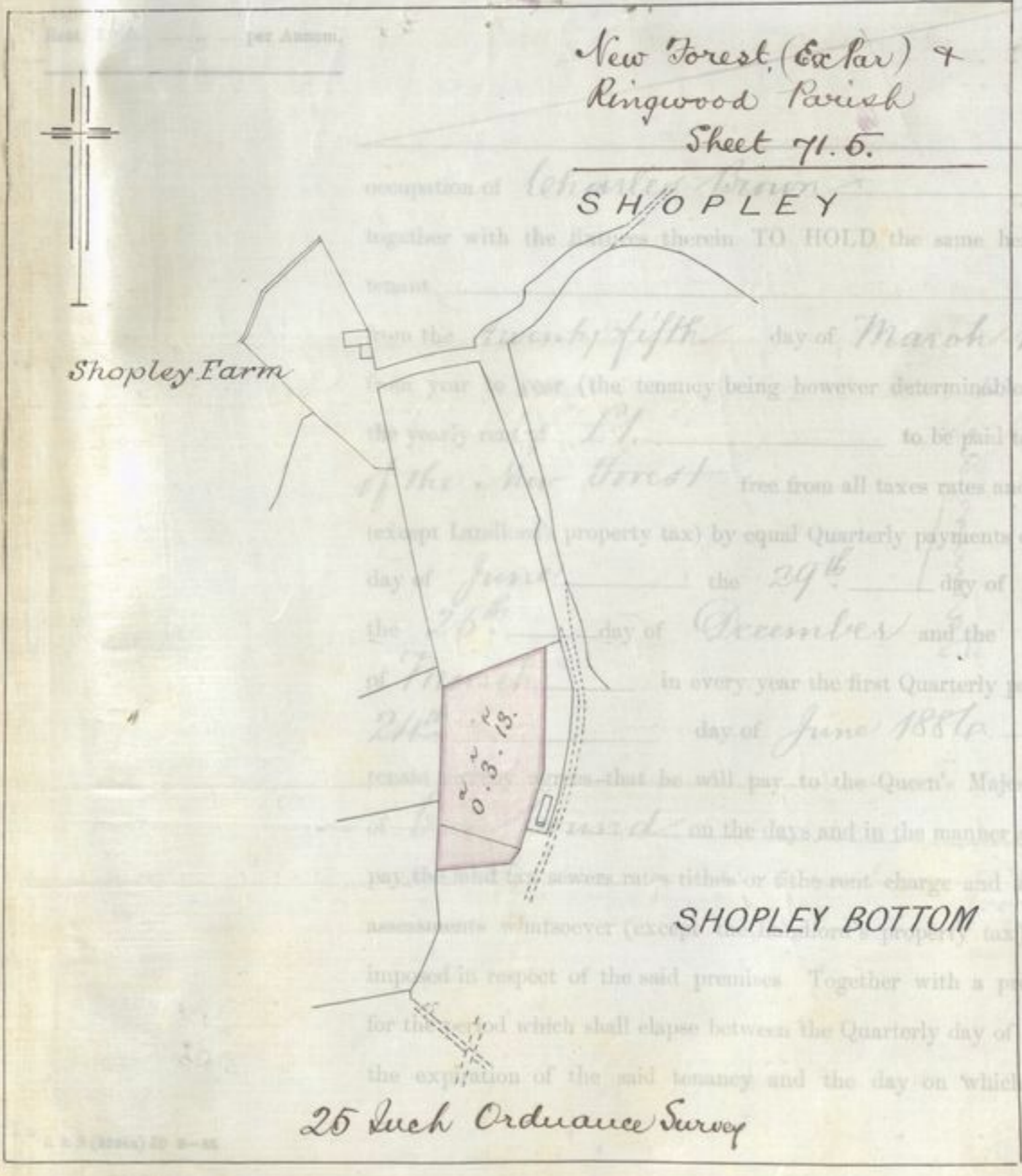
Mr. Wm. Tanner

THE said GEORGE CULLEY as such Commissioner as aforesaid on behalf of
Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her
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AGREEMENT for Letting
0.3.13 of Land
at Shopley in the
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*pieces or parcels of land situate at Shopley
in the New Forest in the County of Hants
containing 0.3.13 or thereabouts colored
pink on the plan attached hereto and*

on a Yearly Tenancy from the
25th March 1886



lately in the
 TO HOLD the same hereditaments to the said
 as tenant
 after mentioned) at
 the Deputy Surveyor
 reductions whatsoever
 the 24th
 September
 the 25th day
 in every year the first Quarterly payment to be due on the
 AND the said
 the said yearly rent
 said And will also
 other rates taxes and
 now or hereafter to be
 Together with a proportionate part thereof
 the same shall expire

Assigned by deed dated 23/8/33 to Duke of Westminster LOR 31 Page 65
 Agreement as to repair of Buildings 26/2/1934 W.P. 38 p. 169
 Assigned by deed dated 16.6.47 to The Whitefield Corporation L.R. 10551 P. 93

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AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said GEORGE CULLEY or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said GEORGE CULLEY doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.
(s) H. G. Audlett
 Keeper of the Records.
 31st May 1886

Signed by the above-named }
 GEORGE CULLEY in the }
 presence of }
(s) Russell Lowry
 Office of Woods &
 Whitehall Place

(Signed) Geo. Culley

Signed by the above-named }
 William Tanner }
 in the presence of }
(s) J. W. Dixon
 Minstead, n^o Lyndhurst
 Assistant to the
 Deputy Surveyor of the New Forest.

(Signed) William Tanner

File 4/521

Probate of the Will of Sir W. V. Harcourt W. O. B. I. p. 17. 370.
Assignment by deed dated 30.9.21 to the Misses Bowes Lyon. W. O. B. I. p. 39.
27.10.27 - Constance Duke of Westminster L. O. B. I. p. 54.
8.6.29 Agreement in repairs W. O. B. I. p. 128.

Dated 26th June 1886

This Indenture made the 26th day of June 1886 Between The Queen's Most Excellent Majesty of the 1st part George Culley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the hereditaments hereinafter demised on behalf of Her Majesty of the 2nd part and The Right Honorable Sir William Vernon Harcourt of N. 7 Grafton Street in the County of Middlesex M. P. (hereinafter called the said Lessee) of the 3rd part Witnesseth that in consideration of the expense which has been incurred in erecting the messuage and buildings hereby demised and of the rent and covenants hereinafter reserved and contained.

County of Southampton

George Culley Esq. a Comm^r of Her Majesty's Woods & Forests

The Right Honorable Sir W. V. Harcourt M. P.

Lease of a messuage and land in the New Forest Her Majesty demise and lease unto the said Lessee his executors administrators and assigns. All that messuage or tenement Malwood Lodge with the stables and outbuildings thereunto belonging. And all those several pieces or parcels of land containing with the site of the said messuage and buildings 22. 1. 19 or thereabouts situated at Castle Malwood in the New Forest in the County of Southampton more particularly described in the Schedule hereto and ~~was~~ delineated and edged with Red on the plan in the margin hereof which said messuage is known as 'Castle Malwood Lodge' Together with all ways lights easements and appurtenances to the said demised premises belonging Reserving unto Her Majesty her heirs and successors all timber and other trees upon and all substatia under the said demised premises except such stone gravel or sand as may be taken by the said Lessee for use upon the demised premises but not for sale) nevertheless this reservation shall not authorize or empower Her Majesty Her Heirs or Successors or the Commissioner or Commissioners hereinafter mentioned to cut down any trees upon or to work the substatia under the said land without the previous consent in writing of the said Lessee his executors administrators or assigns And reserving also unto Her Majesty her heirs and successors and the Lessee and Occupiers for the time being of any other ~~was~~

10th Oct. 1883
Term of Years 99
Expires 10 Oct. 1982

Rent £35. per annum for first two years and thenceforth £100. per annum.

For permission to lay an underground electric cable from Castle Malwood Lodge to Malford Farm - See File 7.4466 Subfile 1. April 1920

and of the rent and covenants hereinafter reserved and contained. The said George Culley as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the 10th year of the reign of His late Majesty King George the 4th C. 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Chap. 42 and of all other powers in anywise enabling him or to do and with the authority of the Commissioners of Her Majesty's Treasury signified at Castle Malwood by their Warrant dated the 1st day of June 1883 With on behalf of Her Majesty demise and lease unto the said Lessee his executors administrators and assigns. All that messuage or tenement Malwood Lodge with the stables and outbuildings thereunto belonging. And all those several pieces or parcels of land containing with the site of the said messuage and buildings 22. 1. 19 or thereabouts situated at Castle Malwood in the New Forest in the County of Southampton more particularly described in the Schedule hereto and ~~was~~ delineated and edged with Red on the plan in the margin hereof which said messuage is known as 'Castle Malwood Lodge' Together with all ways lights easements and appurtenances to the said demised premises belonging Reserving unto Her Majesty her heirs and successors all timber and other trees upon and all substatia under the said demised premises except such stone gravel or sand as may be taken by the said Lessee for use upon the demised premises but not for sale) nevertheless this reservation shall not authorize or empower Her Majesty Her Heirs or Successors or the Commissioner or Commissioners hereinafter mentioned to cut down any trees upon or to work the substatia under the said land without the previous consent in writing of the said Lessee his executors administrators or assigns And reserving also unto Her Majesty her heirs and successors and the Lessee and Occupiers for the time being of any other ~~was~~

Assigned by deed dated 23/8/33 to Duke of Westminster L. O. B. I. page 65
Agreement as to repair of Building 26/2/1934 W. O. B. I. p. 169
Assigned by deed dated 16.6.47 to The Whitefield Corporation L. O. B. I. p. 93

buildings or land belonging to Her Majesty the free passage of
 water from such other buildings or land through the channels
 drains and water-courses for the time being belonging to or
 running under the said premises hereby demised To have
 and to hold the said premises hereby demised unto the said
 lessee his executors administrators and assigns from the 10th day
 of October (one thousand eight hundred and eighty three for
 the term of 99 years Paying therefor unto the Queen's
 Majesty her heirs and successors during the first 2 years of the
 said term the clear yearly rent of £35 and thenceforth during
 all the residue of the said term the clear yearly rent of
 £100 such rents to be paid by equal quarterly payments on
 the 5th day of January the 5th day of April the 5th day of
 July and the 10th day of October in every year up to and
 including the 5th day of July 1982 the first quarterly
 payment thereof to be made on the 5th day of January
 1884 and the payment of the rent for the last quarter of a
 year of the said term to be made in advance on the said
 5th day of July 1982 And also paying on demand unto
 Her Majesty her heirs and successors in addition to the rent
 hereinbefore reserved all such sums of money as may be paid
 by Her Majesty her heirs or successors or by the said George Bulley
~~Esquire~~ or other the Commissioner or Commissioners for the
 time being of Her Majesty's Woods Forests and Land Revenues
 having the management and direction of the said premises
 (which said George Bulley and such other Commissioner or Commis^{rs}
 as aforesaid are hereinafter called the said Commis^r or Commis^{rs})
 at any time or times during the said term for insuring against
 loss or damage by fire the said messuage and buildings hereby
 demised and any additional buildings which may be
 hereafter erected on the said land the said respective rents and
 sums to be paid into the hands of Her Majesty's Receiver for
 the time being of the rents and profits of the said premises
 without deducting any Land Tax sewer rate rent charge in lieu of
 tithes taxes rates assessments or outgoings whatsoever (except
 Landlord's Property Tax) whether the same are now or may
 hereafter become payable in respect of the demised premises
 or by the Landlord or Tenant thereof on account of the same
 and either under any Act of Parliament already passed or
 hereafter to be passed or otherwise howsoever AND the said

Lessee doth hereby for himself his heirs executors and administrators
 covenant with the Queens Majesty her Heirs and Successors in manner
 following that is to say That he the said Lessee his executors admors or
 assigns will pay unto Her Majesty her heirs and successors the said
 several yearly rents and sums hereby reserved as the same shall become
 payable on the days and in the manner hereintofore mentioned and
 appointed for payment thereof respectively. And also will pay the Land
 Tax sever rate rent charge in lieu of tithes taxes rates assessments and outgoings
 whatsoever (except Landlords Property Tax) whether the same are now or
 may hereafter become payable in respect of the demised premises or by the
 Landlord or Tenant thereof on account of the same and either under any
 Act of Parliament already passed or hereafter to be passed or otherwise
 howsoever and will pay bear and discharge all other impositions duties and
 obligations which ought from time to time to be paid borne and discharged
 in respect of the demised premises or by the owner landlord or tenant
 thereof (except Landlords Property Tax). And also will within 6 months
 from the date of these presents in a substantial and workmanlike manner
 complete and finish externally and internally (except as regards internal
 papering and painting) and make fit for habitation and use the said messuage
 and buildings with the appurtenances hereby demised to the satisfaction of the
 said Commissioner or Commissioners. And also will during the said term
 hereby granted as often as occasion shall require well and substantially
 repair uphold cleanse and keep in repair the said messuage buildings
 and premises and all other buildings hereafter to be erected on the land
 hereby demised and all party and other walls posts poles iron and other
 rails and fences drains and watercourses and all other matters and things
 whatsoever appertaining to the said premises And also will properly
 lay out plant cultivate and preserve as and for ornamental pleasure grounds
 and gardens all such parts of the said land as may be from time to time
 appropriated and used for those purposes And will properly cultivate
 manure and manage all such parts of the said land as may not be so
 appropriated and used or be built upon and keep and preserve the same
 clean and in good heart and condition And also will subject as hereinafter
 provided preserve all the trees and shrubs from time to time growing on the
 said land Provided that the said Lessee his executors administrators or
 assigns may at any time except during the last 20 years of the said term
 transplant upon any other part of the said land or altogether remove
 any shrubs that he or they may have planted and may in due and
 proper course of management thin out the trees in any plantation upon the
 said land but so nevertheless that none of such trees or shrubs shall be cut

RECEIVED 23 MAY 65

New Forest

The R^t Hon^{ble} Sir William Vernon Harcourt . M. P.

I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the above premises and in reply to inform you that the same have been referred to the proper authorities for their consideration and that the same will be brought before the Board of Ordnance at the next meeting thereof which will be on the 10th inst. and that you will be informed of the result thereof by the next post.

I am, Sir, very respectfully,
 Your obedient servant,
 J. G. ...

Sheets LXIII. 8. 17
 & LXIV. 5 + 9



Running Hill

Castle Malwood Lodge

Castle Malwood

Scale 1/2

down or removed for the purpose of sale or wantonly or carelessly
 disfigured or destroyed but the power hereby given shall only be
 exercised with a view to the improvement of the gardens and
 pleasure grounds and plantations. And also will at all times during
 the said term keep in substantial repair to the satisfaction of the
 said Commissioner or Commissioners the roads or ways colored
 Dark Brown on the said Plan until the same respectively have
 been taken under the management of the Parish or of some
 Public Body. And also will forthwith insure and keep insured
 from loss or damage by fire the messuage and buildings hereby
 demised in one of the public offices of insurance against fire in
 London or Westminster to be approved of by the said Commissioner
 or Commissioners in the joint names of the Queens Majesty her
 heirs and successors and of the said Lessee his executors administrators
 or assigns in a sum of money equal to $\frac{3}{4}$ ^{ths} at least of the full
 value thereof and will in like manner insure all other buildings
 that may be erected as aforesaid immediately after the erection
 thereof in a sum of money equal to $\frac{3}{4}$ ^{ths} at least of the full value
 respectively. And will whenever required so to do show to Her Majesty's
 said Receiver of the premises hereby demised or to the said Commissioner
 or Commissioners the policy of such insurance and the receipt or
 receipts for the premium of insurance which shall have become payable
 for the current year. And that in case such insurance shall not be
 effected or kept on foot or if the said policy and receipt or receipts shall
 not be produced by the said Lessee his executors administrators or
 assigns as aforesaid then the Queens Majesty her heirs or successors or
 the said Commissioner or Commissioners may insure the said messuage
 and buildings in the amounts herebefore mentioned or any less amount
 in such name or names as she he or they may deem proper and
 charge the said Lessee his executors administrators or assigns with
 the sum which shall have been paid for effecting and keeping on
 foot such insurance which may be recovered as rent under the
 reservation for that purpose herebefore contained. And that in case
 the said messuage and buildings or any of them or any part thereof
 respectively shall during the said term be destroyed or damaged by
 fire all such sums of money as shall have become payable by virtue
 of such insurance shall immediately after the receipt thereof be
 applied in rebuilding and reinstating the same to the satisfaction
 of the said Commissioner or Commissioners as he or they shall think
 according to such plan as the said Commissioner or Commissioners

or his or their Architect according to such plan as the said Commissioner
 or Commissioners may by writing under his or their hand or hands approve
 of. And that in case the said insurance monies shall not be sufficient for
 that purpose he the said Lessee his executors administrators or assigns will
 make good the amount of every such deficiency. And also that the said Lessee
 his executors administrators or assigns will paint three times over with good
 and proper oil colors and varnish in a workmanlike manner and to the
 satisfaction of the said Commissioner or Commissioners or his or their
 Architect all the outside wood and ironwork usually painted or varnished
 of the said messuage and buildings hereby demised in every fourth year
 of the said term and the inside parts thereof usually painted or varnished
 in every 8th year of the said term and also will paint and varnish in
 like manner and to the like satisfaction all the outside wood and iron
 work usually painted or varnished of any other buildings which may be
 hereafter erected on the said land in every 4th year after the year of the
 completion thereof and the inside parts thereof usually painted or
 varnished in every 8th year after the ^{year of the} completion thereof the period of such
 completion to be determined (in case of dispute) by the said Commissioner
 or Commissioners. And also that the said Commissioner or Commissioners
 and his or their agents or servants may at all reasonable times enter
 into the said premises and take a plan and examine the condition thereof
 and also may at any time or times during the last 7 years of the said
 term hereby granted in like manner enter into the said premises and
 take a Schedule of the fixtures therein and in case any want of repair or
 painting or varnishing of the said premises or any removal of fixtures
 shall there be found he the said Lessee his executors administrators or assigns
 will upon notice thereof in writing being given to him or them or left at or
 upon the said premises substantially and properly repair paint varnish
 and amend the said premises and replace the fixtures therein pursuant
 to such notice within three calendar months next after every such notice
 shall have been given or left as aforesaid. And that in case the said Lessee
 his executors administrators or assigns shall make default in the completion
 of the said repairs painting and varnishing according to such notice it
 shall be lawful for the workmen or others to be employed by the said
 Commissioner or Commissioners to enter into the said premises and to
 perform and complete the said repairs painting and varnishing and the
 said Lessee his executors administrators or assigns will on demand pay to
 Her Majesty her heirs and successors the expenses to be incurred thereby
 and in case of nonpayment thereof or of any part thereof the same or such
 part thereof as shall not be paid may be recovered by distress as rent hereby

reserved and in arrears. And also that he the said Lessee his executors
 administrators or assigns will not at any time during the said term
 exercise or carry on or suffer to be exercised or carried on in or upon the
 said premises any trade or business whatsoever but will keep the said
 messuage as a private dwellinghouse or professional residence only and
 the other buildings for private purposes only in connection with the
 said messuage unless with the consent in writing of the said Commis^r
 or Commissioners and will not permit or suffer the said messuage or
 any part thereof or any other building on the said premises to be used
 as a brothel or to be occupied or used by any prostitute. And also
 that he the said Lessee his executors administrators or assigns will
 not do or permit to be done in or upon the said premises any waste
 spoil or destruction or any act or thing whatsoever which shall be or
 become a nuisance annoyance or disturbance to the owners or occupiers
 of any contiguous property. And also that he the said Lessee his
 executors administrators and assigns will not during the term
 hereby granted erect any additional building upon the said land
 hereby demised other than such as shall have been previously approved
 of in writing by the said Commissioner or Commissioners or his or
 their Architect nor cut or injure any of the principal timbers or
 walls or make any alteration whatsoever in the plan or elevation
 of the said messuage and buildings hereby demised or of any such
 additional buildings nor alter or change any of the architectural
 decorations of such messuage or buildings nor make any addition
 thereto either in height or projection without the previous consent in
 writing of the said Commissioner or Commissioners. And also will
 at the end or sooner determination of the term hereby granted
 peaceably leave and yield up the said premises unto Her Majesty
 her heirs or successors or to the said Commissioner or Commissioners together
 with all additions and improvements that shall have been erected
 or made thereon or thereto and all marble and other chimney pieces
 windows window shutters doors locks keys stoves ranges bells cranks wires
 bolts bars and fastenings whatsoever and all water closets and
 things thereto belonging cisterns gas water and other pipes pumps
 wainscot partitions shelves dressers and drawers and all other things
 which at any time during the last 7 years of the said term shall be
 in or upon or shall be fixed or fastened to the premises hereby
 demised so as to form part of the freehold thereof in a good
 and substantial state of repair. And also will at his or their own
 charges cause all Apignments which shall be made of these presents

I certify that a duplicate of this deed has been deposited in the
 Office of Land Revenue Records & Involments and an entry thereof
 made or filed by me
 9th June 1886
 H. J. Newleft
 Keeper of the Records.

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 within 6 months from the respective dates thereof to be enrolled in
 the Office of Land Revenue Records and Involments and minutes or docket
 thereof respectively to be entered in the Office of the said Commissioner or
 Commissioners **Provided always** And these presents are upon this
 condition that if the several rents hereby reserved or any of them shall be
 unpaid for 20 days next after either of the days hereinbefore appointed for
 payment thereof respectively or if the said Lessee his executors administrators
 or assigns shall not perform and keep the several covenants herein contained
 it shall be lawful for Her Majesty her heirs and successors or 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 premises hereby
 demised as fully and effectually in all respects as if these presents had
 not been made. And the said George Bulley, Esquire doth hereby direct
 that this deed shall be deemed to be fully and sufficiently enrolled by the
 deposit of a duplicate thereof in the Office of Land Revenue Records and
 Involments and the filing or making an entry of such deposit by the Keeper
 of the said Records and Involments **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	Quantity		
		A.	r	p
277	House, Garden & Orchard &c.	3	3	9
278				
279	Pasture	8	3	21
276				
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
Acres		22	1	19

Geo: (L^d) Bulley ————— W. V. (L^d) Harcourt.

Signed Sealed and Delivered by the within named George Bulley in the
 presence of — Russell Lowray — Office of Woods & Whitehall Place.

Signed Sealed and Delivered by the within named William Vernon Harcourt
 in the presence of — Lewis Vernon Harcourt, 7 Grafton Street, London W, Private Secretary

Charles & In deed
 Jun 9 1886
 H. J. Newleft

Surrendered by Deed dated 28th February 1890 vide L.B. 18p. 33Dated 17th July 1886

County of Hants

George Culley Esq^r

Her Majesty's Woods

Mr Henry Tame

Lease of Premises

Lodge in the New

Forest

Commencing

Term of years 14

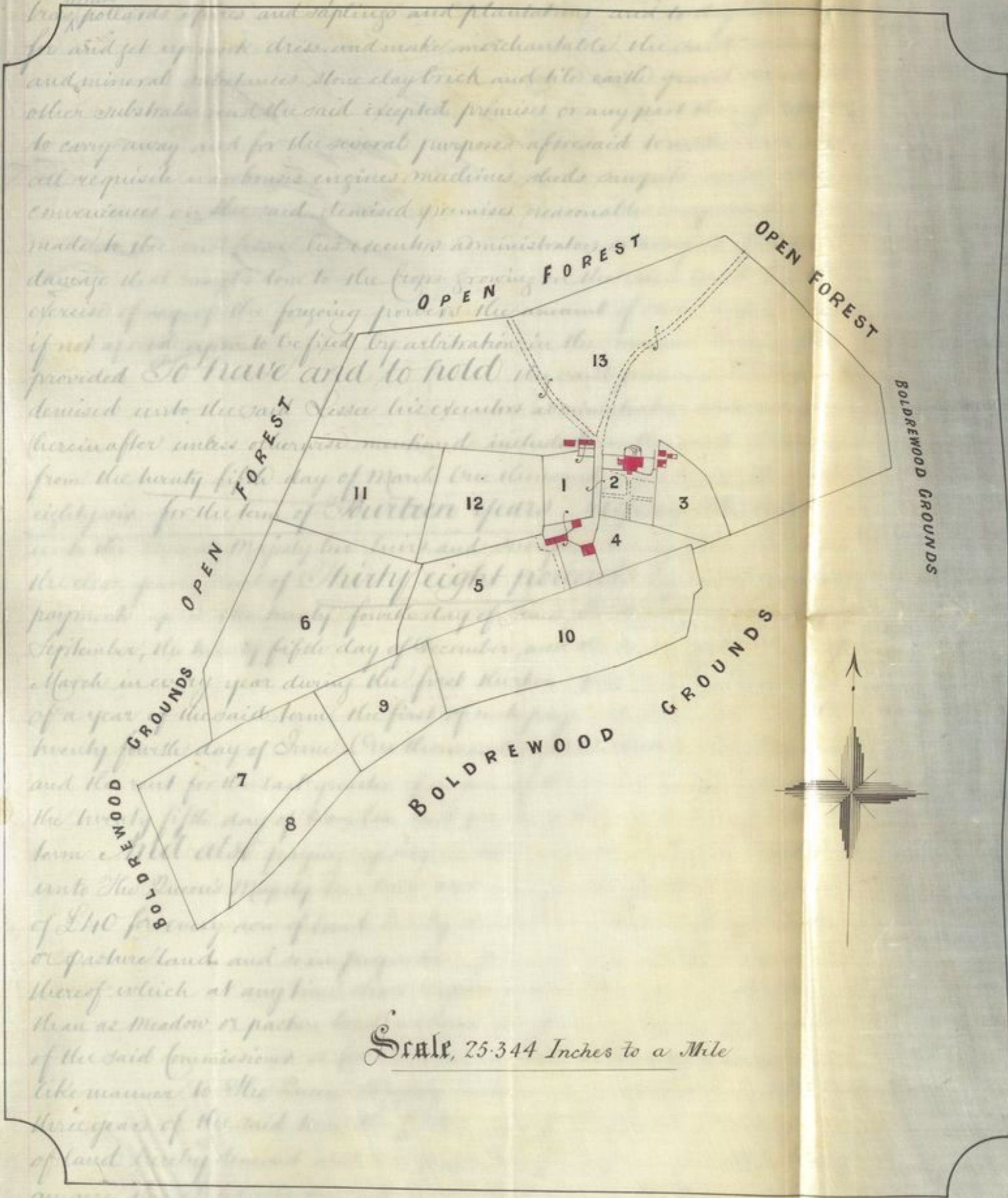
Rent £35 per annum

This Indenture

made the seventeenth day of July One thousand eight hundred and eighty six Between **The Queen's Most Excellent Majesty** of the first part **George Culley Esquire**, the Commissioner of Her Majesty's Woods, Forests and Land Revenues having the charge of the lands and a Commissioner of Hereditaments hereinafter mentioned) on behalf of Her Majesty of the second part and **Henry Tame** of Hill Farm, Ringwood in the County of Hants hereinafter called "the said Lessee" of the third part **Witnesseth** that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Lessee to be paid and performed **The said George Culley** called **Boldwood** as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the 10th George 4th Chapter 50 and of an Act of the 11th and 15th years of the reign of Her present Majesty Chapter 112 and of all other powers and authorities enabling him to do and by and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty eighth day of May One thousand eight hundred and eighty six **Doth** on behalf of the Queen's Majesty demise and lease unto the said Lessee his executors administrators and assigns **All that** messuage or dwellinghouse with the outbuildings and 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 **twenty six** acres three roods and fifteen perches which said premises are more particularly described in the Schedule hereunder written and are delineated on the plan annexed to these presents and are known as **Boldwood Lodge**. Except and Reserving unto **The Queen's Majesty** her heirs and successors all timber 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 Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests and Land Revenues in charge of the said premises hereinafter called the said Commissioner or Commissioners or her heirs or their Officers, grantees, 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 convert the said
 trees ^{cellars} pollards spires and saplings and plantations and to dig search
 for and get up work dress and make merchantable the said mines
 and mineral substances stone clay brick and tile earth gravel sand and
 other substrata and the said excepted premises or any part thereof respectively
 to carry away and for the several purposes aforesaid to make and erect
 all requisite warehouses engines machines sleds sawpits and other
 conveniences on the said demised premises reasonable compensation being
 made to the said 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 hereby
 demised unto the said Lessee his executors administrators and assigns
 (hereinafter unless otherwise mentioned included in the word Lessee)
 from the twenty fifth day of March One thousand eight hundred and
 eighty six for the term of fourteen years Paying therefor
 unto the Queen's Majesty her heirs and successors during the said term
 the clear yearly rent of Thirty eight pounds by equal quarterly
 payments upon the twenty fourth day of June, the twenty ninth day of
 September, the twenty fifth day of December, and the twenty fifth day of
 March in every year during the first thirteen years and three quarters
 of a year of the said term the first of such payments to be made on the
 twenty fourth day of June One thousand eight hundred and eighty six
 and the rent for the last quarter of a year of the said term to be paid on
 the twenty fifth day of December next preceding the expiration of the said
 term And also paying yearly in like manner during the said term
 unto the Queen's Majesty her heirs and successors the further yearly rent
 of £40 for every acre of land hereby demised which consists of meadow
 or pasture land and so in proportion for any less quantity than an acre
 thereof which at any time shall be ploughed broken up or used otherwise
 than as meadow or pasture land without the previous license in writing
 of the said Commissioner or Commissioners And also paying yearly in
 like manner to the Queen's Majesty her heirs and successors during the last
 three years of the said term the further rent of Ten pounds for every acre
 of land hereby demised and so in proportion for any less quantity than
 an acre thereof which 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 Twenty pounds per acre and Ten ^{pounds} per acre or such of them as shall

demised to view, cut down, grub up saw work, and convert the
 brick-pollards, spars and saplings and plantations, and to
 be used for work, dress, and make merchantable, the soil
 and mineral substances, stone, clay, brick and tile earth, gravel
 other substrata, and the said excepted premises or any part thereof
 to carry away, and for the several purposes aforesaid to use
 all requisite machines, engines, machines, tools, and other
 conveniences on the said demised premises reasonably
 made to the said James the executor administrator
 damage that might be done to the trees growing
 exercise of any of the foregoing powers, the amount of
 if not agreed upon to be fixed by arbitration in the
 provided to have and to hold unto the said James
 demised unto the said James the executor administrator
 hereinafter unless otherwise mentioned, including
 from the twenty fifth day of March, one thousand
 eighty nine, for the term of thirty years, to wit
 unto the twenty fifth day of March, one thousand
 the said term of thirty years, to wit, the first day of
 payment of the said rent, to wit, the first day of
 September, the first day of December, and the first day of
 March, in every year during the first thirty years
 of a year, the said term, the first day of the month
 twenty fourth day of June, one thousand eight hundred
 and the last day of the said term, the first day of the month
 the twenty fifth day of June, one thousand eight hundred
 term, to wit, the first day of the month of June, one thousand
 unto the said James the executor administrator, his heirs, assigns,
 of L¹ 100 for every acre of land, to wit, of every acre of
 or pasture land, and to be paid by the said James the executor
 thereof, which at any time shall be more than as meadow or pasture
 of the said premises, or any part thereof, in the same
 like manner to the said James the executor administrator, his heirs,
 three quarters of the said term, to wit, the first day of the month
 of land, to wit, the first day of the month of June, one thousand
 an acre of land, to wit, the first day of the month of June, one
 such term, to wit, the first day of the month of June, one thousand



Scale, 25344 Inches to a Mile

rents of thirty pounds per acre and ten ^{pounds} 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 Forty pounds per acre and Ten pounds 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 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 admors and assigns covenant with Her Queen's Majesty her heirs and successors in manner following that is to say,

1. To pay unto Her Queen's Majesty her heirs and successors the said yearly rent or sum of Thirty eight pounds 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 proportionate 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 out falls culverts bridges ditches and fences now being or that may hereafter be on the said land and to paint paper whitewash color and tar (twice 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 expence thereof to the said Lessee which may be recovered as rent hereby reserved and in arrears.

5 To insure forthwith and at all times keep insured the building hereby demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said 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 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 Queen's Majesty her heirs or successors or the said Commissioner or Commissioners may insure the said building in such name or names as she he or they may think fit in such amount as herein before 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 arrears. And in case the said building 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 ^{Commissioner or} Commissioners 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 Lessee will make good the amount of every such deficiency.

6 To cultivate and manage all the said land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the said County of Shants so far as such systems may not be inconsistent with any of the special provisions

hereinafter mentioned and to keep the said land clean and in good heart and condition.

7. To permit the said Commissioner or Commissioners or his or their agents at all seasonable times in the daytime to enter into and upon the said premises and to examine the state of the repair cultivation and condition thereof and to take any map or plan of the said premises and in case the said building 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 said Lessee or left on the said premises the said Lessee will make good in a substantial manner within the space of three calendar months next after every such notice shall have been so given or left as aforesaid all such defects and wants of repair and amend such condition or state of cultivation as aforesaid to the satisfaction of the said Commissioner or Commissioners and if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said 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 rent hereby reserved and in arrear.
8. To yield upon the expiration or other sooner determination of the said term to the Queen's Majesty ^{her heirs or successors} or to the said Commissioner or Commissioners all the said premises hereby demised together with all new erections 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 tarred 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 root 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 root 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 Queen's 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 as 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 Lessee.
- 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 country 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 Commissioners or his or their Surveyor may from time to time mark 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 coppice 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 spurs 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 spurs or saplings under the penalty of £10 for every such tree tellar pollard spur or sapling to be from time to time paid to the Queens Majesty her heirs and 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 brick or tile earth gravel sand or substrata from the said premises except materials for making new roads or repairing existing roads upon the said premises. Not commit or suffer any ^{willful 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 and husbandlike manner.
- 18 Not to sow plant or cultivate any part of the land hereby demised with hemp flax tearfels 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 the orchards hereby demised ^{sic} 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 Commissioner or Commissioners 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 ant-hills on the pasture and 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 on the said land to spread and bestow thereon ten cart loads ^{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 cleared 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 three years.
- 24 In each of the last two years of the said term hereby granted in sowing the spring or Lent corn (such as barley or oats) also to sow such part 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 the 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 Commissioners 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 succession to be cultivated for root crops green crops or fallows.
- 26 And will permit the said Commissioner or Commissioners 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 11th day of

October 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 Commissioners or his or their agents 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 preceding 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 outbuilding necessary and convenient accommodation for the said Commissioner or Commissioners or his or their agent or the incoming tenant and his ~~and~~ their servants and horses on and after the times above mentioned for the purposes herein before described without requiring any payment or allowance in respect thereof. Provided always that in case the said Commissioner or Commissioners 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 said 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 labour and seed employed therein to be settled in case of difference by a valuation to be made in the manner before provided.

27 And it is also agreed that in the event of the Lessee at any time draining any part or parts of the land hereby demised (with the consent ^{in writing} of the Lessor ~~in writing~~ for that purpose first obtained) the tiles for the purpose shall be provided at the expense of Her Majesty Her Heirs or Successors And the Lessee shall at his own expense carry out such drainage works on the said land on being supplied with the before mentioned tiles in a workmanlike manner and to the satisfaction in all things of the Lessor and the compensation payable to the Lessee on quitting his holding at the determination of his tenancy shall be the sum of 6^s for every acre of land so drained which with the supply of tiles shall be the whole and sole compensation made or to be made to the Lessee under the Agricultural Holdings (England) Act 1853 or otherwise in respect of any improvement effected by him by drainage.

28 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 said 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 said Lessee, in the purchase of linseed cotton and rape cake, eaten and consumed on the said premises in a proper and husbandlike manner by the cattle of the said Lessee (hereinafter called consumed cake) in the last year of the said term 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 three years of the said term.

- 29 Provided always and it is hereby agreed and declared that no allowance or compensation shall be made to the said Lessee his Executors administrators or assigns under any of the provisions of this lease except upon the production by him or them of the invoices and receipts for the articles in respect of which any allowance or compensation may be claimed and with such evidence as to the application or consumption thereof upon the said land as may be satisfactory to the said Commissioner or Commissioners 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 administrators 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.
- 30 Not to assign or underlet the said premises hereby demised or any part thereof (except as herein after mentioned) or part with the possession of this lease without the licence and consent in writing of the said Commissioner or Commissioners.
- 31 To procure every assignment which may with such licence 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 six calendar months from the date thereof respectively enrolled in the Office of the Land Revenue Records and Involvements and a Minute or Docket thereof entered in the Office of the said Commissioners.
- 32 Provided always and these presents are upon this condition that if the said yearly rent of £38 or any part thereof or - the said additional rents hereby reserved or any of them or any part of the same

respectively shall be unpaid for the space of 40 days next after either of the said days hereinbefore appointed for ~~the~~ payment thereof respectively or in case the said Lessee his Executors administrators or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or their part ought to be observed or performed or in case 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 administrator. Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or 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 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 re-entry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made.

33 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 said Lessee does not perform and keep certain of the covenants hereinbefore contained 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

I certify that a duplicate of this lease has been deposited

any of the provisions in this lease contained.

31. 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 compensation or right of any nature or kind soever and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinbefore expressly defined and to which the said Lessee may be entitled under these presents. And the said George Culley 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

The Schedule above referred to

I certify that a duplicate of this deed has been deposited in the office of Land Revenue Records and Enrolments and an entry thereof made or filed by me. (Signed) H. G. Hewlett, 23rd July 1886. Keeper of the Records.

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

Geo (L.S) Culley

Henry (L.S) Tame

Signed sealed and delivered by the within named George Culley in the presence of J. Russell Lowray, Office of Woods &c. Whitehall Place.

Signed Sealed and delivered by the within named Henry Tame in the presence of Arthur G. Grace, Queens House, Lyndhurst, Clerk to Depy. Surveyor.

(Circular stamp)