

Surrendered WLB20p  
see file 923

Dated 3<sup>rd</sup> January 1889  
Dean Forest  
George Culley Esq  
— to —  
The Forest of Dean Iron Company.  
License to use the Water of a Brook and Stream flowing from Oakwood Mill Parkhill and Drybrook Valleys for the purpose of supplying water to the Parkhill Furnaces and Ironworks  
Term 21 years  
Yearly Rent £2.

**This Indenture** made the third day of January One thousand eight hundred and eighty nine between The Queen's Most Excellent Majesty of the first part George Culley Esquire the Commissioner of Her Majesty's Woods to whom the management and direction of the Royal Forest of Dean have been assigned of the second part and Edwin Crawshaw of Riverdale House Newnham Esquire William Crawshaw of Newnham, Esquire, and James Wintle of Newnham, Gentleman, Trustees and Executors of Henry Crawshaw deceased all carrying on business in Partnership together under the style or firm of the Forest of Dean Iron Company hereinafter called the Licensees of the third part Witnesseth that in consideration of the yearly rent covenants and conditions hereinafter reserved and contained and on the part of the said Licensees their heirs executors and assigns to be paid observed and performed **That** the said George Culley as such Commissioner as aforesaid by virtue and in exercise of all powers or authorities given to or vested in him or in anywise enabling him in this behalf and so far as he lawfully can or may **Doth** by these Presents for and on behalf of Her Majesty give and grant his license and authority unto the Licensees their executors administrators and assigns to continue through portions of the waste of Forest into the Canal from Cannock Ponds certain iron pipes laid down in the year One thousand eight hundred and twenty six colored Red on the plan annexed and to use so much of the waters of a certain Brook or Stream flowing from Oakwood Mill Valley and of two auxiliary streams flowing into the same from Drybrook and Park Hill Valleys in Her Majesty's said Forest of Dean as will pass through the said pipes for the purpose of feeding or supplying further water to the said Canal (the waters whereof have already been granted to the said Licensees) for the purpose of the Furnace or Furnaces and Iron Works belonging to them the Licensees situate at Park End in the said Forest which Brooks or Streams are described or shown on the plan annexed to these Presents by blue color, To hold use exercise and enjoy the licence and authority hereby granted unto the Licensees their heirs executors and assigns for the term of Twenty one years from the twenty ninth day of September One thousand eight hundred and eighty seven **paying** therefor yearly and every year during the continuance of this Licence unto the Queen's Majesty Her Heirs successors



and assigns the rent or sum of Two pounds by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever such rent to be from time to time as and when the same shall accrue due paid to the Receiver of Rents for the time being of Her Majesty's said Forest of Dean free and clear of all manner of taxes rates charges and assessments and impositions whatsoever AND the Licences do hereby for themselves their heirs Executors admors and assigns and each of them doth hereby covenant and agree with The Queen's Majesty her heirs successors and assigns that they the said Licences some or one of them their or some or one of their heirs executors admors and assigns will pay unto the Queen's Majesty her heirs successors and assigns the said yearly rent or sum of two pounds upon the days or times and in manner & hereinbefore appointed for payment thereof without any deduction or abatement whatsoever AND shall and will at all times during the said term use and appropriate the waters of the said Brook and auxiliary streams in a fair reasonable and proper manner for the purposes aforesaid and for no other purpose whatsoever AND also that they the Licences their heirs executors admors and assigns will at their own costs and charges cause or procure every Assignment which maybe made of this licence to be within two calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Decree thereof entered in the Office of the Commissioners of Woods for the time being Provided lastly that if the said yearly rent of Two pounds hereby reserved or any part thereof shall be unpaid for the space of forty days next after either of the days hereinbefore appointed for payment thereof or in case the Licences their heirs executors admors or assigns shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on his or their parts to be observed and performed then and in any such case the Licence hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding AND the said George Sulley doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments

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

Geo Sulley  
Adwin Crawshaw

William Crawshaw  
James Whittle







Signed sealed and delivered by the within named George  
Lentley in the presence of

James Robinson  
Coachman  
Weehwood Hall  
Northumberland

Signed sealed and delivered by the within named Edwin  
Crawshaw in the presence of

Douglas J. Wuttle  
Sol<sup>r</sup> - Newnham Gloucestershire

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

William Morgan  
Clerk to Mess<sup>rs</sup> James Wuttle & Son  
Solicitors  
Newnham, Gloucestershire

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

Douglas J. Wuttle

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.

M.B.

8<sup>th</sup> January 1889

H. G. Hewlett  
Keeper of the Records

New Ford  
Doquet  
Probate  
Will of  
Handisb

James Wuttle  
Newnham



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New Forest  
Docquet of  
Probate of  
Will of W.C.  
Standish

New Forest

New Park Mansion and lands - see Lease Book C  
N<sup>o</sup> 16 p: 385

Docquet of Probate of William Cecil Standish's Will.

Probate of the Will of William Cecil Standish dated 10<sup>th</sup> July 1851, whereby he bequeathed to his wife Emma Standish absolutely all his real and personal Estate, and appointed her sole Executrix, was granted to the said Emma Standish on the 20<sup>th</sup> April 1888 in the Principal Registry of the High Court of Justice.

have not  
been  
20/88



Dated 17<sup>th</sup>  
January 1889

New Forest

George Culley Esq  
a Commiss<sup>r</sup> of Woods &c

to

The London & South Western Railway Comp<sup>y</sup>

License to occupy and use a strip of land adjoining Lyndhurst Road Station for the purposes of the Station.

Rent 10/-

Determinable by one month's notice

# This Indenture

made the seventeenth day of January One thousand eight hundred and eighty nine Between The Queen's Most Excellent Majesty of the first part George Culley Esquire the Commissioner of Woods in charge of the Land Revenues of the Crown in the New Forest of the second part and The London and South Western Railway Company (hereinafter called the Company) of the third part Witnesseth that in consideration of the yearly rent of Ten shillings hereby reserved and of the covenants hereinafter contained He the said George Culley as such Commissioner Doth hereby on behalf of Her Majesty and so far as relates to the interest of the Crown under his management but not further or otherwise and saving to all persons all rights and interests if any that may be affected hereby grant unto the Company their successors and assigns license and permission to use and occupy for the purposes of their Lyndhurst Road Railway Station in the New Forest in the County of Southampton All that piece or parcel of land containing twenty four perches or thereabouts situate on the east side of and adjoining the Company's Lyndhurst Road Station aforesaid which piece or parcel of land is more particularly delineated and shown by red color on the plan annexed to these presents To hold and enjoy the license and permission unto the Company their successors and assigns subject as aforesaid until the same shall be determined by the said George Culley or other the Commissioner or Commissioners of Woods in charge of the Land Revenues of the Crown in the New Forest (hereinafter referred to as the Commissioner) by one calendar month's notice in writing as hereinafter provided > Paying therefor unto The Queen's Majesty her heirs and successors the yearly rent or acknowledgment of Ten shillings in advance on the first day of September in each year the rent in respect of the year ending the first day of September One thousand eight hundred and eighty nine having been paid before the execution of these presents as the said George Culley doth hereby acknowledge And the Company hereby covenant with the Queen's Majesty Her Heirs and Successors as follows:

1. During the continuance of this license to pay the rent hereby reserved at the times and in manner aforesaid.
2. To pay all taxes rates assessments and outgoings whatsoever now or at any time hereafter payable in respect of the said premises together with a proportionate part thereof up to the date

Every part a duplicate of this deed has been deposited in the office of the Surveyor General and a copy of the same made a part of the Report of the Surveyor General for the year 1889.

98

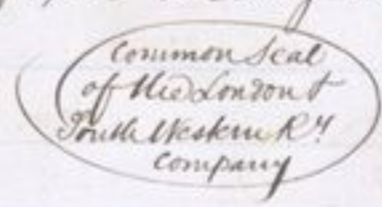


of this License being determined.

- 3. To use the said piece of land for the sole purpose of providing extra accommodation at the Lyndhurst Road Station of the Company and for no other purpose whatsoever.
- 4. Not to injure beyond what may be needful to adapt the land for the purposes for which the user of the land is granted the surface of the said land nor to dig or take therefrom any Stones gravel sand or substrata whatsoever nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said land.
- 5. Within one month immediately after the determination of this License to remove or pull down any erection or building that may be standing on the said land if so desired by the Commissioner and make good and restore to his satisfaction the surface of the said land so that the same shall be delivered up to the Commissioner or his Agent in the condition in which it was before the Company took possession of it under these Presents.
- 6. Provided always and it is hereby agreed and declared that this License and permission may be determined by the Commissioner at any time of the year by giving to the Secretary for the time being of the Company one calendar months previous notice in writing or leaving the same for him upon the said premises or at the head Office of the Company in London and upon the expiration of such notice this License and everything herein contained shall cease and be void without prejudice to any claim in respect of any antecedent breach of covenant or condition herein contained.

And the said George Gulley 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 George Gulley hath hereunto set their hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written

Geo Gulley (S)



Signed sealed and delivered by the within named George Gulley in the presence of - I Russell Lowry, Office of Woods &c, Whitehall Place. The Common Seal of The London and South Western Railway Company was hereunto affixed in the presence

Thos Macaulay Secy

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  
 W G Strutt Esq  
 Keeper of the Records  
 28th Jan 1889

98



note 173

Forest  
agents

49.

Office of Woods &c

21<sup>st</sup> January 1889

Blatch Esq, New Forest

W. Lascelles, the Deputy Surveyor has reported to me your application for permission to gravel a portion of the forest waste as an approach to your property.

I have to inform you that I am willing to allow you during the pleasure of this department to gravel and maintain as an approach road the track shown in red colour on the enclosed tracing subject to your paying an acknowledgment of 5/- in each year during which the permission continues, and also subject to your returning the enclosed letter signed within a fortnight.

Jan<sup>y</sup> 1889

I am, Sir,

B Blatch Esq

Geo. Cullley

Forest Dept  
Easements.

George Cullley Esq  
Commissioner of Woods &c

23<sup>rd</sup> January 1889

Sir,

I accept your offer of the 21<sup>st</sup> instant permitting me to gravel and maintain as a road the track shown in red color on the plan enclosed with your letter, and I agree to pay an acknowledgment of five shillings a year so long as the permission is continued to me.

I am,

Sir,

Your obed<sup>t</sup> Servant  
Benjn Blatch

Dated 21<sup>st</sup> January

C. of Gloucester  
Dean Forest

George Cullley Esq  
of the Woods &c

Mr. Will  
Netme

Conveyance  
of messuages  
land  
Lower  
Hill in  
Parish  
Newland  
and Man  
of Ham

Conson  
£13. 10/-



Copy Plan accompanying Mr Bulley's  
Letter to Mr Blatch dated 21<sup>st</sup> Jan 1884.

Ordnance Sheet LXIX. 50  
Eling Pt.



Scale  $\frac{1}{2500}$ .

20 January 1884

Sir,

I accept your offer of the 21<sup>st</sup> instant permitting me to gravel and maintain as a road the track shown in red color on the plan enclosed with your letter, and I agree to pay an acknowledgment of five shillings a year so long as the permission is continued to me.

I am,  
Sir,  
Your obed<sup>t</sup>. Servant  
Benjn<sup>r</sup>. Blatch

BB

Land at are  
Lower Perry and  
Hill in the Stone  
Parish of and  
Newlands with  
and Manor for  
of Hamton Gran  
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Conson  
£13. 10/-



John

Dated 30<sup>th</sup>  
January 1889

**Know all Men** by these Presents That I  
**George Culley** Esq<sup>r</sup> a Commissioner of Woods in charge of the  
 hereditaments hereinafter granted on behalf of Her Majesty and under  
 the authority of the Acts 10 George the fourth Chapter 50 and 14 & 15  
 Victoria Chapter 42 and of all other powers in anywise enabling me  
 in this behalf and in consideration of the sum of Thirteen pounds  
 ten shillings by **William Nelmes** of Berry Hill in the Parish  
 of Newland in the County of Gloucester paid to me before the execution  
 of these presents of which sum I do hereby acknowledge the receipt  
 DO by these Presents grant unto the said **William Nelmes** and his heirs  
**All that** piece or parcel of land containing eight perches or  
 thereabouts situate at Lower Berry Hill in the Parish of Newland  
 in the County of Gloucester bounded on the East by the Turnpike Road  
 leading from Coleford to Bicknor on the North in part by the Turnpike  
 Road leading from Staunton to Lydbrook on other part North by open  
 waste land on the South and South West by land and premises in the  
 occupation of **Thomas Haile** together with the house and buildings erected  
 thereon which said hereditaments intended to be hereby conveyed  
 are delineated on the plan drawn in the margin of these Presents and  
 are thereon colored red Reserving unto Her Majesty her heirs  
 and successors all mines minerals quarries beds or veins of Slate and  
 Stone and of Clay and all other substrata whatsoever within upon or  
 under the said land and premises hereby conveyed or any part thereof  
 with full power for Her Majesty her heirs successors and assigns and  
 for the Commissioners of Woods for the time being and her heirs or their  
 Grantees lessees tenants servants agents and workmen at all times  
 hereafter to enter into and upon the said land and premises and to search  
 for and to work raise dress and make merchantable and carry away the  
 said reserved mineral substances nevertheless making reasonable  
 compensation and satisfaction to the Owners of the surface of the said  
 land and premises for any injury which may be done to such surface  
 and to any buildings now standing thereon (but not for any injury which  
 may be done to buildings to be hereafter erected) the amount of such  
 compensation to be in every case settled by the Deputy Gaveler of the  
 Royal Forest of Dean whose Award under his hand shall in every  
 case be final To hold the said land and hereditaments and all  
 and singular other the premises hereby granted unto and to the use of  
 the said **William Nelmes** his heirs and assigns forever And I the  
 said **George Culley** do hereby direct that this deed shall be deemed to be  
 fully and sufficiently enrolled by the deposit of a duplicate thereof in

C<sup>o</sup> of Gloucester  
Dean Forest

George Culley  
Esq<sup>r</sup> a Commissioner  
of Her Majesty's  
Woods &c

Mr. Will<sup>m</sup>  
Nelmes

Conveyance  
of messuage  
land at  
Lower Berry  
Hill in the  
Parish of  
Newland  
and Manor  
of Staunton

Consent  
£13. 10/-

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to me your  
forest waste  
you during  
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enclosed  
5/- in each  
so subject to  
fortnight

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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 I the said George Cullley and the said William Nelmes have hereunto set our hands and seals this thirtieth day of January One thousand eight hundred and eighty nine.

Geo. Cullley (st)  
William Nelmes (st)

Signed sealed and delivered by the above named George Cullley in the presence of

J Russell Souray  
Office of Woods &  
Middell Place

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

John Henry Nelmes  
Berry Hill  
Compositor

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. J. Hewlett  
Keeper of the Records

Handwritten initials

14<sup>th</sup> February 1889

Dated  
Feb 1  
Col of gl  
George  
Esq  
of Her M  
Needs

Handwritten notes on a separate sheet of paper, partially obscured and difficult to read.







Sub

Dated 21<sup>st</sup> Feb<sup>r</sup> 1889

**To all to whom these Presents shall come**  
 George Culley Esquire the Commissioner of Woods in charge of the  
 hereditaments hereinafter granted Tendeth Greeting Whereas  
 the said George Culley as such Commissioner as aforesaid hath contracted  
 with Isaiah Trotter of the Leombes Coleford in the Parish of Newland  
 in the County of Gloucester Esquire J.P. for the sale to him of the land  
 and hereditaments hereinafter described for the sum of Fourteen pounds ten  
 shillings **Now know ye** that in consideration of the sum of Fourteen  
 pounds ten shillings paid by the said Isaiah Trotter to the said  
 George Culley before the execution of these Presents of which sum he doth  
 hereby acknowledge the receipt The said George Culley under the powers  
 of the Acts 10 George the Fourth Chapter 50 and 15 Victoria Chapter 42  
 and of all other powers in anywise enabling him in this behalf doth  
 by these Presents grant and convey unto the said Isaiah Trotter and  
 his heirs all the Estate right title and interest of the Queen's Majesty of  
 and in **All that piece or parcel of Land** containing fourteen and a  
 half perches or thereabouts situate at Poolway near Coleford in the Parish  
 of Newland and Manor of Newland in the County of Gloucester bounded  
 on the North West and East sides thereof by property belonging to the  
 said Isaiah Trotter and on the South East side thereof by the Road  
 from Coleford to Mitcheldean which said hereditaments intended to be  
 hereby conveyed are delineated on the Plan drawn in the margin of these  
 Presents and are thereon colored Red Reserving unto The Queen's  
 Majesty her heirs and successors all mines minerals quarries beds or veins  
 of Slate and stone and of clay and all other substrata whatsoever within  
 upon or under the said land and premises hereby conveyed or any part  
 thereof with full power for Her Majesty Her Heirs Successors and assigns  
 and for the said George Culley or other the Commissioner or Commissioners  
 of Woods for the time being having the management and direction of the  
 Land Revenues of the Crown in the said Manor and Her his or their  
 Grantees Lessees tenants servants agents and workmen at all times hereafter  
 to enter into and upon the said land and premises and to search for mining  
 work raise dress and make merchantable and carry away the said reserved  
 mineral substances nevertheless making reasonable compensation and  
 satisfaction to the Owners of the surface of the said land and premises  
 for any injury which may be done to such surface and to any buildings  
 now standing thereon (but not for any injury which may be done to  
 buildings to be hereafter erected) the amount of such compensation to be  
 in any case settled by the Deputy Gaveler of the Royal Forest of Dean  
 whose award under his hand shall in every case be final To hold

Co<sup>t</sup> of Gloucester

George Culley Esq<sup>r</sup> a Commissioner of Her Majesty's Woods &c.

M<sup>r</sup>. Isaiah Trotter.

Conveyance of a messuage and land at Poolway near Coleford in the Parish of Newland and Manor of Newland.

Consideration £14. 10. 0

and the filing of the said said George set out - thousand

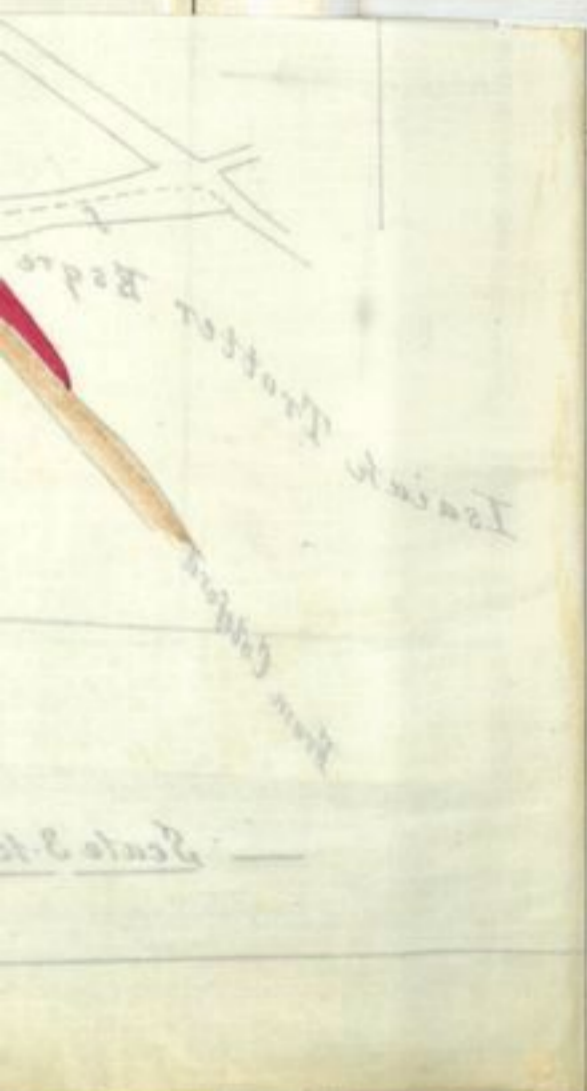
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and the filing of the said said George set over - thousand

Dated 21<sup>st</sup> Feb<sup>r</sup> 1889

Co<sup>t</sup> of Gloucester

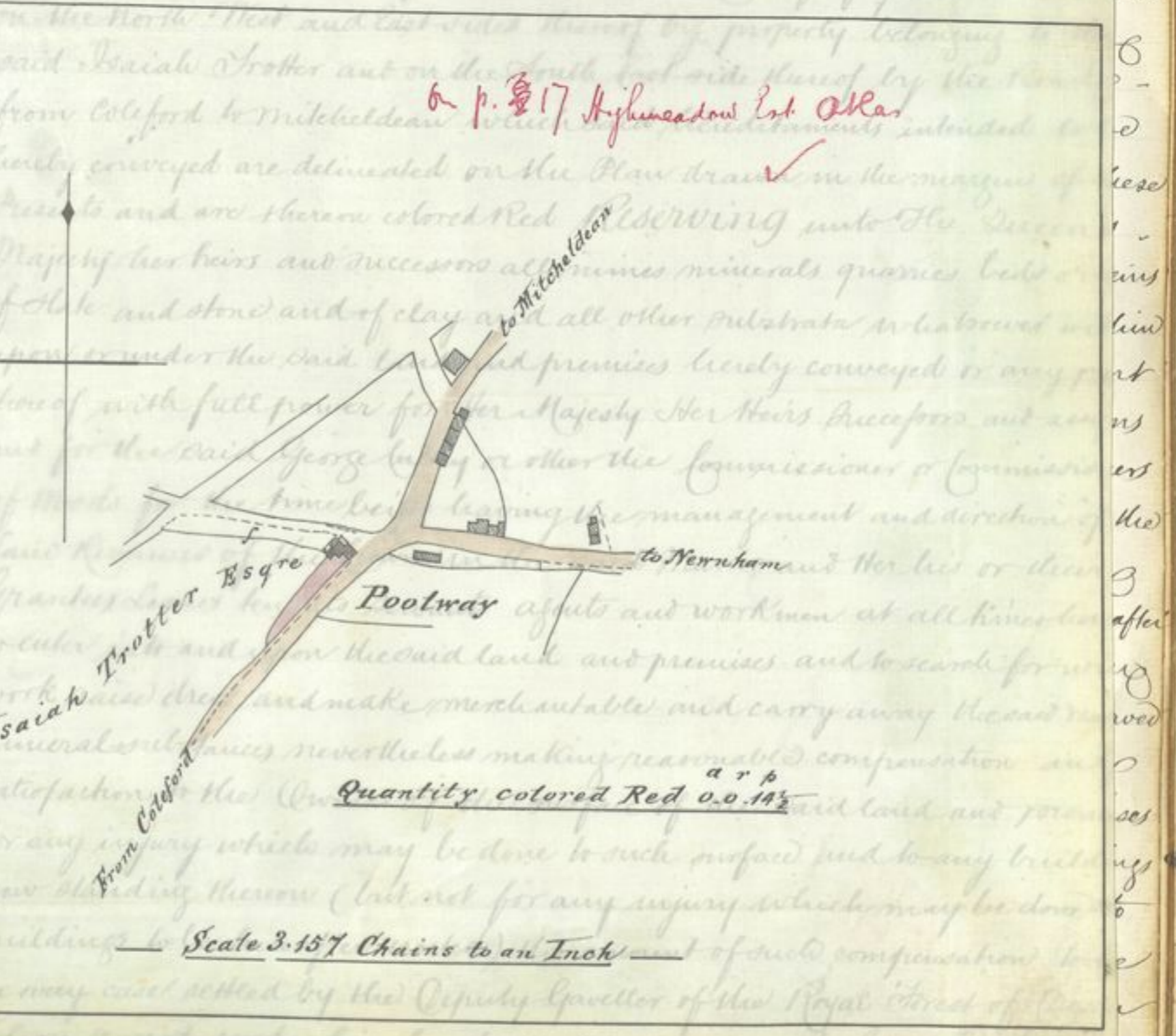
George Gulley Esquire  
of Her Majesty's Woods

M<sup>r</sup>. Isaiah Trotter

Conveyance of a messuage and land at Poolway near Coleford in the Parish of Newland and Manor of Newland.

Consideration £14. 10. 0

To all to whom these Presents shall come George Gulley Esquire the Commissioner of Woods in charge of the Hereditaments hereinafter granted Sendeth Greeting Whereas the said George Gulley as such Commissioner as aforesaid hath contracted with Isaiah Trotter of the Combes Coleford in the Parish of Newland in the County of Gloucester Esquire J.P. for the sale to him of the land and hereditaments hereinafter described for the sum of Fourteen pounds ten shillings Now know ye that in consideration of the sum of Fourteen pounds ten shillings paid by the said Isaiah Trotter to the said George Gulley before the execution of these Presents of which sum he doth hereby acknowledge the receipt The said George Gulley under the powers of the Acts 10 George the Fourth Chapter 50 and 15 Victoria Chapter 42 and of all other powers in anywise enabling him in this behalf doth by these Presents grant and convey unto the said Isaiah Trotter and his heirs all the estate right title and interest of the Queen's Majesty of and in All that piece or parcel of Land containing fourteen and a half perches or thereabouts situate at Poolway near Coleford in the Parish of Newland and Manor of Newland in the County of Gloucester



Scale 3.157 Chains to an Inch



The said land and hereditaments and all and singular other the premises hereby granted unto and to the use of the said Isaiab Trotter his heirs and assigns for ever AND the said George Fulley 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 George Fulley and the said Isaiab Trotter have hereunto set their hands and seals this twenty first day of February One thousand eight hundred and eighty nine.

Geo Fulley (S)  
Isaiab Trotter (S)

Signed sealed and delivered by the above named George Fulley in the presence of

J Russell Souray  
Office of Woods, &  
Mitchell Place

Signed sealed and delivered by the above named Isaiab Trotter in the presence of

Rob. H. Fryer  
Jr.  
Coleford Glos.

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

25<sup>th</sup> February 1889

Charles Munk 1889

MR

255

6<sup>th</sup> March 1889.

Sir,

In conformity with your letter of the 4<sup>th</sup> instant I hereby agree on behalf of the Hill Top, Beaulieu, Cricket Club to pay the Crown an acknowledgment of 5/- on the 1<sup>st</sup> of April in every year during which the permission continues for permission during pleasure to level drain and keep in repair as a Cricket ground the piece of Crown land at Hill Top, specified in your letter.

The ground to be kept in a state satisfactory to the Deputy Surveyor of the New Forest, and to remain subject to all rights of Common and other rights which may exist over it.

George Fulley Esq

W. Lawton  
Royal Oak, Hill Top, Beaulieu

80

MR



283/89.

14<sup>th</sup> March 1889

Sir,

I hereby undertake on behalf of the Burley Cricket Club in the New Forest to pay the Crown an acknowledgment of five shillings on the 1<sup>st</sup> April in every year during which the permission continues for permission during pleasure to drain and keep in repair as a cricket ground a piece of Crown land part of Burley Lawn in the New Forest.

The said piece of ground to remain subject to all rights of Common and other rights which may now exist over it, and to be kept in a state satisfactory to the Deputy Surveyor of the New Forest.

Signed on behalf of the Burley Cricket Club.

Edwin R J Wigram  
Hon. Secy.

George Cullley Esq  
Commissioner of Woods, P  
1 Whitehall Place, London S.W.

285

Office of Woods, P, S.W.  
4<sup>th</sup> March 1889

Sir,

Mr. Lascelles, the Deputy Surveyor of the New Forest, has reported to Mr. Cullley, an application made on behalf of the Hill Top, Beaulieu, Cricket Club for permission to level and use a piece of wasteland near Hill Top as a cricket ground, and in reply to this application I am directed by Mr. Cullley to state that subject to your returning the enclosed letter signed to the Deputy Surveyor, within a fortnight undertaking to pay an annual acknowledgment of 5/- and to keep the ground in a condition satisfactory to the Deputy Surveyor, Mr. Cullley grants permission to the Hill Top Cricket Club to level, drain, and keep in repair as a cricket ground a piece of land on the spot indicated by a red cross on the plan attached to this letter.

This permission will continue during pleasure only and will be conditional on the payment of the acknowledgment of 5/- on the 1<sup>st</sup> of April in each year and on the ground being maintained to the satisfaction of the Deputy Surveyor of the New Forest.

The ground will remain subject to all rights of Common and other rights which now exist over it.

I am Sir

Your obedient servant  
J Russell Sowray

Mr. Lawton  
Inkuper  
Hill Top - Beaulieu



Dated 25<sup>th</sup>  
March 1889.

Forest of Dean  
and Hundred  
of St. Briavels

The Registered  
Owners of the  
Gale of Coal  
called the  
Howbeach  
Engine

to  
The Queen's  
Most Excellent  
Majesty

Release of  
Shortworkings

**This Indenture** made the twenty fifth day of March  
One thousand eight hundred and eighty nine Between **Osman  
Barrett** of Albany House Solihull near Birmingham in the County  
of Warwick Esquire and **James John Grenfell Borlase** of St  
Stanford Avenue Preston Park Brighton in the County of Sussex  
Esquire of the first part **George Gulley** Esquire a Commissioner  
of Her Majesty's Woods Forests and Land Revenues and Her Majesty's  
Gaveller of and for the Forest of Dean in the County of Gloucester  
of the second part and **The Queen's Most Excellent Majesty**  
of the third part Wheread the said parties hereto of the first part  
are the registered Owners of the Gale of Coal called Howbeach Engine  
colliery described in the first 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 wheread the  
holders of the said Gale have desisted from working the same  
for a space of five years at one time and in violation of the ninth  
Rule specified in the second 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 the said Gale has  
become liable to be forfeited to the Queen's Majesty And wheread  
it has been agreed between the said parties hereto of the first part  
and the said George Gulley as such Commissioner and Gaveller as  
aforesaid that in consideration of the forbearance until the thirty first  
day of December One thousand eight hundred and ninety three 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 part do by these Presents for themselves their  
heirs and assigns and according to their respective estates and  
interests in the said Gale release surrender and renounce unto  
the Queen's Most Excellent Majesty Her Heirs and Successors  
All right and liberty of them the said parties hereto of the first  
part their heirs and assigns and all persons holding through or  
under them of making up so much of the Shortworkings accumulated  
up to and including the thirty first day of December One thousand  
eight hundred and eighty seven in respect of the said Gale as  
amount to the sum of One thousand pounds Provided always  
and the said parties hereto of the first part do for themselves their  
heirs and assigns Covenant and Agree with and to the Queen's




I Certify that a duplicate of this deed has been deposited  
in the Office of Land Revenue Records and Instruments, and an entry  
thereof made or filed by me. H. G. Howlett



Most Excellent Majesty Her Heirs and Successors in manner following that is to say,

- 1 That the said right of reentry or 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 resumed the working 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 thirty first day of December One thousand eight hundred and ninety three have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction or 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 resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. 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 parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Osman  Barrett  
 Jas. J. G.  Borlase  
 Geo. Culley 

Signed sealed and delivered by the within named Osman Barrett in the presence of - Osman Barrett Junr, Solihull

Signed sealed and delivered by the within named James John Grenfell Borlase in the presence of - G. L. Borlase, Hemford Avenue, Brighthelm

Signed sealed and delivered by the within named George Culley in the presence of - J. Russell Lowrey, Office of Woods P., Blutchall Place

I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments, and an entry thereof made or filed by me.  
 H. G. Hewlett  
 Keeper of the Records  
 29<sup>th</sup> March 1889



Dated 26<sup>th</sup>  
March 1889

New Forest

George Lulley Esq<sup>r</sup>, a Commiss<sup>r</sup> of Her Majesty's Woods, &c

— to —  
Mrs Emma Standish

Lease of a  
Mansion House  
& Lands containing  
65.0.14 called  
New Park and  
rights of sporting  
over additional  
land adjoining  
containing  
377.3.18

Commencing  
29 Sept<sup>r</sup> 1889  
Term of years 5  
Expires 29<sup>th</sup>  
September 1894

Rent £ 277  
per Annum.

**This Indenture** made the twenty sixth day of March One thousand eight hundred and eighty nine Between The Queen's Most Excellent Majesty of the first part — George Lulley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the lands and hereditaments hereinafter mentioned of the second part and Emma Standish of New Park, Lyndhurst, in the County of Southampton, Widow, hereinafter called "the said Lessee" of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved & contained and on the part of the said Lessee to be paid and performed The said George Lulley as such Commissioner as aforesaid in exercise of the powers of the Acts 10<sup>th</sup> George IV Chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 and of all other powers and authorities enabling him so to do and by and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the 12<sup>th</sup> day of February 1889 Doth on behalf of the Queen's Majesty demise and lease unto the said Lessee her executors administrators and assigns All that Messuage or Mansion house called New Park and All those several pieces of land therewith usually held containing together with with the site of the said messuage sixty five acres and four perches or thereabouts with the cottages Lodge and other buildings thereon which said premises are more particularly described in the first part of the Schedule hereunder written and are delineated and coloured green on the plan annexed to these Presents And also the right of sporting and shooting over all those plantations and lands thereto adjoining containing together Three hundred and seventy seven acres three roods and eighteen perches or thereabouts more particularly described in the second part of the said Schedule and delineated and coloured Blue and Pink on the said Plan Subject nevertheless to the same right for the Occupiers for the time being of such last mentioned premises and lands to kill and take the Ground Game upon the premises in their respective occupations as is conferred upon every Occupier of land by the Ground Game Act 1880 All which said premises herebefore described are situate in the Parishes of Lyndhurst and Brockenhurst in the said County of Southampton Together with rights of way and passage with or without horses Cattle Carts and Carriages in common with Her Majesty Her Heirs and Successors and her and their Grantees Lessees and Tenants and Her and their Agents



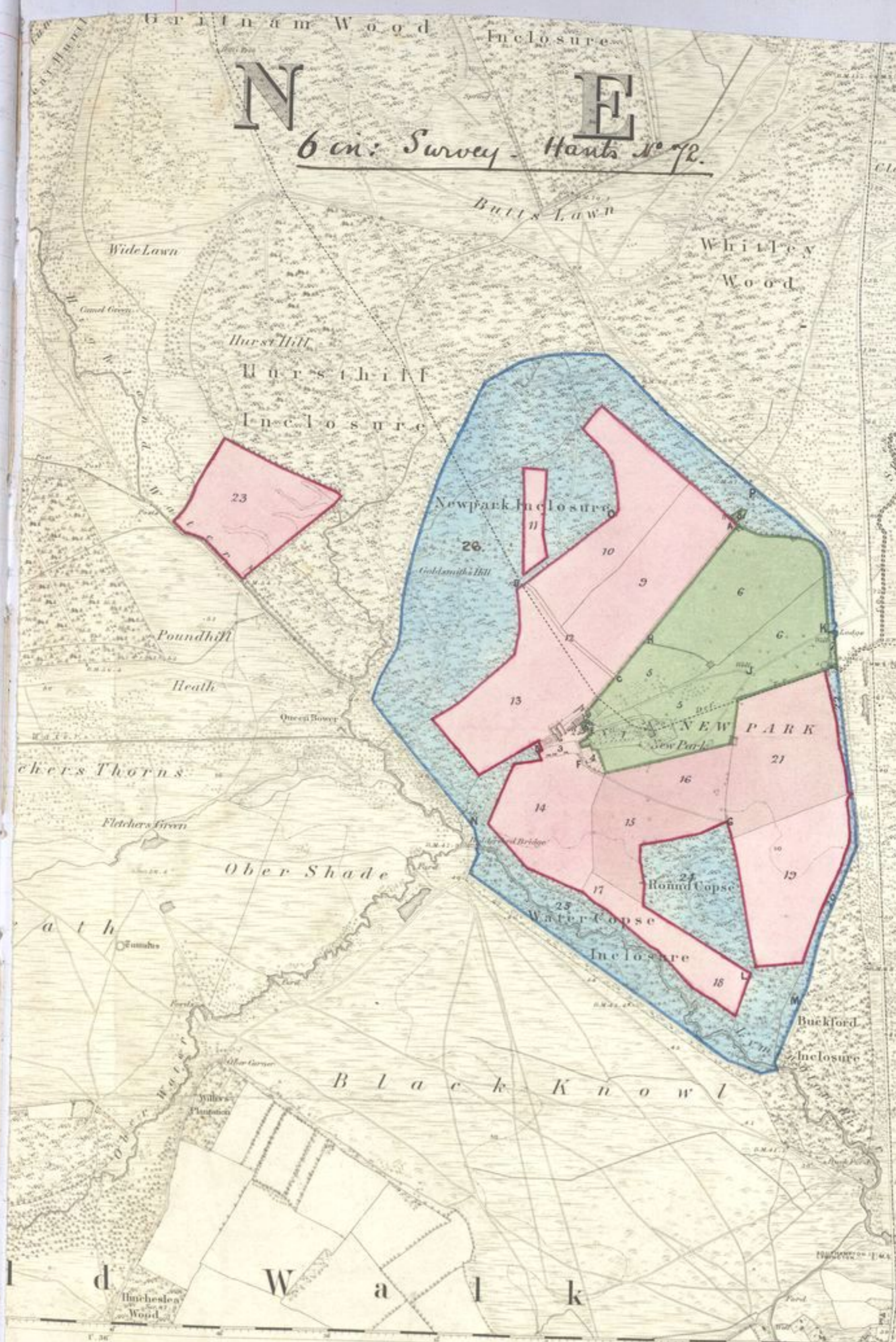


Servants and Workmen through and over part of the said lands  
 coloured pink on the said Plan between the points thereon marked  
 respectively A and B C and D. E. F. and G and H and I Except and  
 Reserving to Her Majesty Her Heirs and Successors and Her and their  
 Grantees Lessees and Tenants and Her or their Agents Servants and Workmen  
 a similar right of way through and over the said lands colored Green on  
 the said Plan between the points thereon marked E. J and K. and H  
 and I respectively and 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 his 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 tallars 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 sheds  
 saw pits and other conveniences on the said demised premises reasonable  
 compensation being made to the said Lessee her 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 such powers the amount of such  
 compensation if not agreed upon to be fixed 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 by the said Lessee To hold the said premises hereby  
 demised unto the said Lessee her Executors administrators and assigns  
 (who are hereinafter unless otherwise mentioned included in the word  
 Lessee) from the 29<sup>th</sup> day of September 1889 for the term of Five years  
 Paying therefor unto The Queen's Majesty Her Heirs and Successors  
 during the said term the clear yearly rent of Two hundred and  
 seventy seven pounds by equal quarterly payments on the twenty fifth  
 day of December the twenty fifth day of March the twenty fourth day



see p: 437 page

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Put the letters in bigger characters

day of December the twenty fifth day of



of June and the twenty ninth day of September in every year  
 of the said term the first of such payments to be made on the  
 twenty fifth day of December One thousand eight hundred and  
 eighty nine (and the rent for the last quarter of a year of the  
 said term to be paid in advance on the twenty fourth day of  
 June next preceding the expiration of the said term And also  
 paying unto The Queens Majesty Her Heirs and Successors in like  
 manner such further rent as will be equal to five pounds per  
 Cent per Annum upon all moneys charges and expenses that may  
 at any time or times during the said term be laid out and expended  
 or incurred by Her Majesty Her Heirs or Successors at the request of  
 the said Lessee in or in anywise incidental to draining or  
 underdraining any part of the said Land such rent to commence  
 from the quarter day next after the day or respective days on  
 which such monies shall have been laid out or incurred And  
 that as to the amount of the moneys charges and expenses expended  
 or incurred as hereinbefore mentioned and of the fact of the same  
 having been expended or incurred as aforesaid the Certificate in  
 writing of the Receiver for the time being of the rents of the said  
~~parts~~ parts of the said premises hereby demised shall be conclusive  
 evidence 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 forty pounds 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 licence in writing  
 of the said Commissioner or Commissioners such rent 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 same shall have  
 been incurred which said rent of Forty pounds per acre is not to  
 be considered as reserved by way of penalty but as a liquidated  
 and fixed rent agreed to be paid in the case 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 covenant



with The Queen's Majesty Her Heirs and Successors in manner following  
that is to say

- 1 To pay unto The Queen's Majesty Her Heirs and Successors the said yearly rent or sum of Two hundred and seventy seven 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 and 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 the messuage and all other Buildings on the land hereby demised and all other buildings from time to time erected on the said land together with all fixtures and also the walls gates stiles mounds banks and bridges drains outfalls culverts hedges ditches and fences now being or that may hereafter be on the said land and to paint or var in a proper manner such parts of the said buildings and fences as have been or are usually painted or tarred and in particular in the third and again in the last year of the term hereby granted to paint three times over with good and proper oil colors in a workmanlike manner and to the satisfaction of the said Commissioner or Commissioners all the outside wood and ironwork of the messuage buildings and premises hereby demised and all other buildings then being on the said demised premises where before or usually painted.
- 4 To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises And in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Commissioner or Commissioners may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrear.
- 5 To insure forthwith and at all times keep insured the messuage and buildings hereby demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty Her Heirs and Successors and of her the said Lessee in some or one of the Public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof respectively and to

insurance



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 premiums in respect of such Insurance for the current year And in default of such Insurance being so effected or of the production of the Policy or receipt or receipts as aforesaid the Queens Majesty Her Heirs or Successors or the said Commissioners or Commissioners may insure the said buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount And all moneys paid by Her Majesty Her Heirs or Successors or by the said Com<sup>rs</sup> or Commissioners for such Insurance shall be recoverable as rent hereby reserved and in arrear And in case the said messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such Insurance shall forthwith be paid to the said Com<sup>rs</sup> or Commissioners to be applied in rebuilding and reinstating the same messuage or buildings to the satisfaction of the said Com<sup>rs</sup> or Commissioners or his or their Surveyor and in case the moneys 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 manage all the said land hereby demised in accordance with the best system of husbandry 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 reasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs and condition thereof and to take any map or plan of the said premises and in case the said messuage and buildings or the fences of the said land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a good and proper 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 as aforesaid to the satisfaction of the said Commissioner or Commissioners and of the said repairs and



amendments shall not be well and sufficiently made good within the time 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 arrears.

8 To yield up on 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 clean and in good <sup>best condition</sup>

9 To preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said premises from birk of cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of Ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Queen's Majesty Her Heirs and Successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.

10 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 nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but to use and manage the lands hereby demised in a good and husbandlike manner.

11 To use her 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.

12 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 outbills on the pasture and meadow land hereby demised.

13 Not to cut in any one year more than one crop of hay in any one field of meadow land hereby demised and after every second crop of hay made on the said land to spread and bestow thereon ten cart loads per acre of good dung or other manure equivalent thereto.



14. NOT to erect any additional building on the land hereby demised nor cut or injure any of the principal timbers or walls or make any alteration whatsoever in the plan or elevation of the messuage and buildings hereby demised or of any other building hereafter erected on the demised premises without in each case first obtaining the consent in writing of the said Commissioner or Commissioners or his or their Architect or Surveyor.
15. NOT to use the messuage and buildings hereby demised nor any other buildings for the time being on the premises hereby demised otherwise than as a private residence and cottages and buildings held therewith.
16. FROM time to time during the said term to kill or destroy and effectually keep down the hares and rabbits upon the said land colored green and blue on the said plan so as to prevent the number of them from increasing or impeding the good management of such lands or injuring the crops trees shrubs and fences on any part of such lands and in case the said Lessee shall neglect or omit so to do within seven days after being required by notice in writing signed by or on behalf of the said Commissioner or Commissioners and given to the said Lessee or left as hereinbefore mentioned it shall be lawful for the said Comm<sup>r</sup> or Commissioners at his or their discretion to appoint any person or persons and for such person or persons to take such steps as he or they shall think fit for killing and reducing the said hares and rabbits to such number as shall in the opinion of the said Commissioner or Commis<sup>r</sup> be consistent with the good management of the said lands and prevent injury to the said crops trees shrubs and fences and the costs and charges of the appointment and proceedings of such person or persons together with the amount of all damage occasioned by such neglect or omission as aforesaid (which shall be ascertained by a Valuer to be appointed by the said Commissioner or Commissioners) shall be paid by the said Lessee to Her Majesty Her Heirs or Successors on demand.
17. NOT to commit or suffer to be done any damage or injury to the trees fences or crops of Her Majesty Her Heirs or Successors or of the tenants or occupiers of the land colored blue on the said plan and in case of such damage or injury being done to make full compensation to Her Majesty Her Heirs or Successors or to the tenants or occupiers as the case may be of such land for all such damage or injury and the amount of compensation to be paid shall be ascertained by a Valuer to be appointed by the said Commissioner or Commissioners.
18. TO leave at the end or other sooner determination of the term hereby granted a fair and reasonable stock of game on the said land colored



blue on the said plan

19 Not to assign or underlet the said premises hereby demised or any part thereof (except as hereinafter mentioned) or part with the possession of this lease without the license and consent in writing of the said Commiss<sup>r</sup> or Commissioners but this covenant shall not prevent the said Lessee from underletting any Cottages upon the said premises.

20 To procure every assignment which may with such license as aforesaid be made of these Presents or of the premises hereby demised or any part thereof and all Orders of Court, 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 enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the said Commissioners.

21 Provided always And these Presents are upon this condition that if the said yearly rent of Two hundred and seventy seven pounds 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 forty days next after either of the said days hereinafore appointed for the payment thereof respectively or in case the said Lessee shall not observe and perform the several covenants agreements and conditions herein contained and which on her part ought to be observed or performed or in case whilst the demised premises or any part thereof are vested in her for all or any part of the term hereby granted she shall be adjudged bankrupt or a trustee shall be appointed under a liquidation of her affairs by arrangement or if she 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 reentry 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.



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 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

No on plan	Name or Description	Cultivation	Quantity	Total Quantity
<u>Part I</u>				
1	Mansion House and Grounds	Garden & Shrubberies	5 0 16	
2	Bailiffs Cottage Coach house Stables and farm buildings	Homestead	" 1 10	
5	The Ponds	Pasture		
6	Spar Lake	Meadow	58 3 9	
7	Lodge Shrubbery & Garden	Garden	" 2 10	
8	Cottage and Garden		" " 39	
Total of Part I.				65 " 4
<u>Part II</u>				
20	Row in Hollands Wood	Copple	2 2 38	
22	Row in Great Meadow or d <sup>o</sup>	"	1 " 33	
24	Round Copple	"	17 2 31	
25	Water Copple	"	43 " 9	
26	Round <del>the</del> Copple	"	103 " 30	
<p>Note. Over parts of the above lands colored Blue a right of way with or without horses, carts and carriages in common with Her Majesty Her Heirs and Successors and Her and their grantees lessees and tenants and Her and their Agents Servants and Workmen has been demised to Thomas Gosling which rights of ways are delineated and marked G. L. M. B. N. D. Q and A. P. on the plan attached hereto.</p>				



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2	Barton Yard and Farm							
	Buildings	Homestead	1	2	30			
3	Stack Yard	"	"	3	10			
4	Cottages and Gardens	Garden	"	2	34			
9	Brick Kiln Field	Arable	24	"	16			
10	Round Hill	"	21	1	36			
11	Fitzroy Pound and Stray Pound	Meadow	4	"	39			
12	Road	Road	"	3	17			
13	Oxlouse Ground	Arable	26	3	4			
14	20 acres	"	19	2	20			
15	Horse Close	"	12	3	38			
16	Hornes Ground	Meadow	10	"	16			
17	Rams Ground							
18	Long Meadow	Arable	12	1	4			
19	Lower Hollands Wood Grounds	"	24	3	1			
21	Great Meadow or Holland Wood Ground	Meadow	26	2	31			
23	Queens Meadow	"	22	3	21			
						209	3	37
			Total			442	3	22

Total Quantity	<u>A</u>	<u>r</u>	<u>h</u>
65	"	4	

(S) Geo Culley      Emma (S) Standish  
Signed sealed and delivered by the within named George  
Culley in the presence of

Russell Lowray  
Office of Woods, &  
Mitchell Place

Signed sealed and delivered by the within named Emma  
Standish in the presence of

Gerald Lascelles  
Queens House, Lyndhurst  
Dep Surveyor New Forest

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

H. G. Hewlett  
Keeper of the Records

29<sup>th</sup> March 1889



Dated 2<sup>nd</sup>  
April 1889

New Forest

George Culley  
Esq<sup>r</sup> a Commiss<sup>r</sup>  
of Her Majesty's  
Woods, P

to  
H. Wright Esq

Lease of rights  
of grazing and  
Sporting over Pondhead  
Enclosure Supplemental  
to Indenture of lease  
dated 29<sup>th</sup> day of  
July 1879

Commencing  
5<sup>th</sup> April 1889  
Term of years 5  
Expires 5<sup>th</sup> April 1894

Rent £ 12  
per Annum

**His Indenture** made the second day of April  
 One thousand eight hundred and eighty nine **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 in charge of the New Forest in the County of Hamb<sup>ts</sup>  
 of the second part and Henry Smith Wright Esquire, M.P.  
 hereinafter called the Lessee of the third part being Supplemental  
 to an Indenture dated the twenty sixth day of May One thousand  
 eight hundred and seventy nine and made between The Queen's  
 Majesty of the first part the Honorable James Kenneth Howard  
 of the second part and the said Henry Smith Wright of the third  
 part hereinafter called the principal Indenture **Witnesseth**  
 that in consideration of the rent and covenants hereinafter reserved  
 and contained and on the part of the Lessee to be paid and performed  
 The said George Culley as such Commissioner as aforesaid and in  
 exercise of the powers and authorities vested in him as such  
 Commissioner and with the consent of the Commissioners of Her  
 Majesty's Treasury signified by their Warrant dated the sixteenth  
 day of March One thousand eight hundred and eighty nine **Doth**  
 on behalf of Her Majesty demise and lease unto the Lessee his  
 executors administrators and assigns All the rights and privileges  
 granted by the principal Indenture over and upon the parcel of land  
 in the New Forest aforesaid known as Pond Head Enclosure and  
 described in the principal Indenture Except so much thereof as was  
 surrendered by Deed dated the thirteenth day of December One thousand  
 eight hundred and eighty seven endorsed on the principal Indenture  
 Subject nevertheless to the same right for the occupiers for the  
 time being of the said parcels of land to kill and take the Ground  
 Game upon the premises in their respective occupations as is conferred  
 upon every Occupier of land by the Ground Game Act 1880 **To**  
**hold** the rights and premises hereby demised unto the Lessee  
 his executors administrators and assigns from the fifth day of April  
 One thousand eight hundred and eighty nine for the term of  
**Five years** Paying therefor unto The Queen's Majesty Her  
 Heirs and Successors during the said term the clear yearly rent of  
**Twelve pounds** by equal quarterly payments on the fifth day  
 of July, the tenth day of October, the fifth day of January and the  
 fifth day of April in every year the said rent to be paid into the  
 hands of Her Majesty's Receiver for the time being of the rents and  
 profits of the said premises free from all deduction whatsoever



except the Landlords property tax and the first payment thereof to be made on the fifth day of July One thousand eight hundred and eighty nine and the payment of the rent for the last quarter of a year of the term to be made in advance on the fifth day of January One thousand eight hundred and ninety four And the Lessee hereby covenants with Her Majesty Her Heirs and Successors that he the Lessee his executors administrators and assigns will during the term hereby granted pay unto Her Majesty at the times and in manner aforesaid the yearly rent hereby reserved and will also pay and discharge all rates taxes and assessments whatsoever for the time being payable in respect of the rights and privileges hereby granted And it is hereby agreed and declared and the Lessee doth hereby further covenant with Her Majesty Her Heirs and Successors that during the term hereby granted All and singular the covenants by the Lessee (other than those for payment of rent and taxes in the principal Indenture contained shall be observed and performed by the Lessee his executors administrators and assigns and all and singular the powers and provisions (other than the provision for reentry) in the principal Indenture contained may be exercised and shall take effect in the same way in all respects as if such covenants powers and provisions were herein repeated and specifically made applicable to the term and premises hereby granted Provided always And these Presents are upon this express condition that if any rent hereby reserved shall be in arrear for twenty one days or if there shall be a breach of any of the covenants by the Lessee herein contained it shall be lawful for the said George Fulley or other the Commissioners or Commissioners of Woods for the time being on behalf of Her Majesty Her Heirs and Successors to determine and put an end to the rights and privileges hereby granted by giving to the Lessee his executors administrators or assigns or leaving for him or them at his or their or any of their usual or last known place of residence in England a notice in writing of his or their intention to determine the same and thereupon these Presents shall cease determine and be absolutely void and the said land be thenceforth held and enjoyed freed and discharged therefrom as fully and effectually in all respects as if the same had not been made but without prejudice to any right of Action which may then have accrued to the Queen's Majesty Her Heirs or Successors for arrears of rent or breach of any covenants And the said George Fulley 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

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Involvements *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.

(L) Geo Cullley                      H Smith (L) Wright

Signed sealed and delivered by the within named George Cullley in the presence of

J Russell Sowray  
Office of Woods P  
Mitchell Place

Signed sealed and delivered by the within named Henry Smith Wright in the presence of

George Keate  
4 Chelsea Embankment  
London  
Buller

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

AB

3<sup>rd</sup> April 1889

A. G. Hewlett  
Keeper of the Records

Dated  
April 1889

Deau For

Geo Cullley  
Agent of  
Majesty's  
Office

— (L) —

M. Will  
David.

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