

Probate of Blandy's will

docketed L.B. 20 p 17 assignment to D. Heap docketed W.L.B. 20 p 274

Dated 9th July 1891

Highmeadow Estate

George Culley Esq^r a Commissioner of Woods

by

Frederic Blandy Esq

Lease of

Cottage and Shooting over the Highmeadow Estate.

Commencing 25 March 1891

Term 7 years 25th March 1898

Rent £28

Determinable as within

This Indenture made the ninth day of July, One thousand eight hundred and ninety one Between The Queen's Most Excellent Majesty of the first part George Culley Esquire the Commissioner of Her Majesty's Woods in charge of the premises hereinafter described of the second part and Frederic Blandy of Birchamp House Newland, Coleford, in the County of Gloucester, Esquire, hereinafter called 'the Lessee' of the third part Witnesseth that in consideration of the rent covenants and agreements hereinafter reserved and contained The said George Culley as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers and authorities enabling him to do so on behalf of Her Majesty and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty fourth day of April One thousand eight hundred and ninety one demise and lease unto the Lessee (First) All that piece or parcel of land or orchard ground with the cottage or Tenement now standing and being thereon situate lying and being at Staunton Meend or Common in the Parish of Staunton in the County of Gloucester containing by admeasurement one rood and thirty eight perches and more particularly delineated and shown on the Plan annexed hereto and thereon colored Red (Secondly) The exclusive leave and licence of shooting and sporting within and over that enclosure of Woodland called Knockalls Inclosure situate in the Parish of Staunton in the County of Gloucester And also All that portion of an enclosure of Woodlands called Marion's Inclosure situate in the Parishes of Newland and Staunton respectively in the County of Gloucester which two last mentioned enclosures contain together six hundred and ninety two acres and eleven perches or thereabouts And Also All that other enclosure of Woodland called The Ridge Wood containing forty six acres and four perches or thereabouts situate in the said Parish of Staunton aforesaid And also All that piece or parcel of waste land known as Staunton Meend in the County of Gloucester containing fifty one acres one rood and twenty seven perches or thereabouts All of which several lands secondly described contain together by estimation seven hundred and eighty nine acres two roods and two perches or thereabouts and are part of the Crown's Highmeadow Estate and are more particularly delineated and shown on the said plan and thereon coloured Green Except and always reserved unto The Queen's Majesty her heirs and successors All timber and other trees and all mines and substrata whatever in or upon the said demised land and premises To hold the said premises hereby demised unto the Lessee from the twenty fifth day of

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March One thousand eight hundred and ninety one for the term of seven years determinable nevertheless as hereinafter mentioned Yielding and Paying therefor during the said term unto the Queen's Majesty Her Heirs and Successors the clear yearly rent of Twenty eight pounds by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year except the last half yearly payment thereof which is to be made on the twenty ninth September next preceding the expiration or determination of the said term such rent to be paid to Her Majesty's Receiver of the rents and profits of the said premises free from all deductions And the Lessee doth hereby covenant with the Queen's Majesty her heirs and Successors.

- 1 To pay unto the Queen's Majesty her heirs and Successors the said yearly rent of Twenty eight pounds upon the days and in manner as hereinafter appointed for payment thereof.
- 2 To pay the land tax, (if any) and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter to be rated taxed charged assessed or imposed upon or in respect of the said premises (Landlord's property Tax alone excepted).
- 3 From time to time as occasion may require to well and sufficiently repair and keep in good and substantial repair the said Cottage or Tenement together with all fixtures therein and all the walls gates stiles posts pales rails hedges ditches and fences thereto belonging.
- 4 Once at least during the said term or oftener if need be, at his own costs to paint or cause to be painted in a proper and workman like manner the inside of the said Cottage or Tenement and premises where painted before twice over with good oil paint and once in every third year of the said term or oftener if need be scrape and whitewash the ceilings of the said Cottage and in like manner in every third year of the said term paint or tar where painted or tarred before all the outside wood and ironwork gates posts pales and rails belonging to the said premises.
- 5 To insure and keep insured the said Cottage or Tenement hereby demised during the said term from loss or damage by fire in the joint names of Her Majesty her heirs and Successors and of the Lessee in some Insurance Office in London or Westminster to be approved of by the said Surveyor or Commissioners of Woods in the sum of Two hundred pounds at the least and whenever required so to do to shew to the said Surveyor or Commissioners of Woods or to Her Majesty's Receiver aforesaid the receipt for

the premium of the current year and in case the said Cottage tenement or building or any part thereof shall be destroyed or damaged by fire then to lay out the Insurance money immediately after the same shall have been received in rebuilding or reinstating the same to the full satisfaction of the said Commissioner or Commissioners as aforesaid or his or their Architect.

6 To permit the said Commissioner or Commissioners as aforesaid or his or their Agent at all reasonable times in the daytime to enter into and upon the said premises and to examine the state of repairs and condition thereof and in case the said premises or any part thereof shall upon such examination be found defective out of repair or not in a proper state or condition and notice thereof in writing shall be given to the Lessee or left for him or them on the same premises and within the space of three calendar months next after any such Notice shall have been so given or left as aforesaid to supply and make good all such defects and wants of repair and amend the same to the satisfaction in all respects of the said Commissioner or Commissioners as aforesaid.

7 To use the utmost endeavours to preserve a good stock of game on the land hereinafore described and to prevent any person or persons who may not be duly authorized so to do from taking or killing game upon the said land or any part thereof and from time to time and at least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the directions in that behalf hereinafter given.

8 To keep down effectually during the said term the hares and rabbits in and upon the said land so as to prevent the number of such hares and rabbits increasing or impeding the good management of the said land and premises or injuring the crops trees shrubs and fences thereon or on any adjoining land and in case the Lessee shall at any time make default in the performance of this covenant the Lessor may after giving to the Lessee or leaving for him at his usual or last known place or places of abode fourteen days notice in writing for that purpose to employ any person or persons to take such steps as he shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the Lessor be requisite or expedient and the Lessee shall pay to Her Majesty her heirs or successors on demand all the costs charges and expenses incurred thereby and also the amount of all damage occasioned by such default.

9 Not to commit or suffer any damage or injury to be done during the said term to the lands or the trees fences or crops of Her Majesty her heirs or successors and in case of any such damage or injury being done



Heirs of Successors and in case of any such change

to make full compensation and recompensed to Her Majesty her heirs and successors for all such damage or injury as aforesaid

10 At the end or other sooner determination of the said term hereby granted peaceably and quietly to surrender and relinquish to the Queen's Majesty her heirs and successors the said right hereby granted and leave a fair and reasonable stock of game on the premises.

11 Not to assign over grant or underlet or otherwise part with to any person or persons whomsoever the right or licence hereinbefore granted or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Lessor first obtained.

12 To cause or procure every assignment which shall with such consent as aforesaid be made of these Presents or of the right hereby granted and all Probatas of Wills and Letters of Administration affecting the premises to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof respectively to be entered in the Office of the Commissioners or Commissioners of Her Majesty's Woods Forests and Land Revenues.

13 At the expiration or other sooner determination of the said term hereby granted to surrender and yield up the quiet and peaceable enjoyment of the said Cottage and premises to the Queen's Majesty her heirs or successors or to the said George Selley or other the Commissioners or Commissioners as aforesaid or to whom she he or they may direct or appoint to receive the same in good and substantial repair order and condition in all respects Provided always that the Tenancy hereby created may be determined at the end of the third or fifth year thereof either by the Commissioners or Commissioners upon giving to the Lessee six calendar months notice in writing for that purpose or by the Lessee upon giving to the Commissioners or Commissioners a similar notice and paying the rent up to the end of the term so determined and any such notice given by the Commissioners or Commissioners shall be delivered at or sent by post to the usual or last known place of business or residence of the Lessee and any notice given by the Lessee shall be delivered at or sent by post to the Office in London for the time being of the Commissioners of Woods but any such determination shall be without prejudice to any remedies or rights of the Commissioners or Commissioners in respect of any breaches by the Lessee of all or any of the covenants and conditions on his part hereinbefore contained Provided lastly and these Presents are upon this express condition that if the

said yearly rent of Twenty eight pounds hereby reserved or any part of the same shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment of the same or if the Lessee shall make default in the observance and performance of the covenants and conditions hereinbefore contained or any of them then it shall be lawful for the Queen's Majesty her heirs and Successors or the said Commissioner or Commissioners for the time being as aforesaid on behalf of Her Majesty her heirs and Successors to reenter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made AND the said George Sulley 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 of an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Geo Sulley

Frederic D Blandy

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

J Russell Sowray

Office of Woods &c

Whitehall Place

Signed sealed and delivered by the within named Frederic Blandy in the presence of

G R Corbett

La Penide, Ajeres, France

Gentleman

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

20th July 1891

Keeper of the Records

File F. 876.

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Dated 22nd
July 1891
Dean Forest
George Fulley Esq
a Commr. of Her
Majesty's Woods &

His Indenture made the twenty second day of July One thousand eight hundred and ninety one Between the Queen's Most Excellent Majesty of the first part George Fulley Esquire, the Commissioner of Her Majesty's Woods Forests & Land Revenues in charge of the premises hereby demised of the second part and William Henry Talbot of Kidderminster in the County of Worcester, Solicitor, and Lawrence Francis Talbot of Redland, Stratford on Avon, in the County of Warwick Brewer, Trustees of the Mill of the late William Talbot of Kidderminster aforesaid hereinafter called "the Lessees" of the third part. -

to
Messrs Talbot

Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said George Fulley as such Commissioner as aforesaid by virtue of every power enabling him so

LEASE of certain
pieces of waste land
at or near Clearwell
Meend in Parkend
or York Walk with
a licence to use the
waters of certain
Ponds & watercourses
to be held in connection
with Old King Pit
Gale or Iron Mine

to do both by these Presents demise and lease unto the Lessees
First All those three several pieces or parcels of land with the erections or buildings now standing thereon situate lying and being at Clearwell Meend in Parkend or York Walk in the Forest of Dean and County of Gloucester containing together by admeasurement six perches and numbered respectively 1 and 2 on the plan drawn in the margin hereof Secondly All that Pond or Reservoir or piece or parcel of land covered with water now enclosed or walled in situate near or adjoining to the aforesaid premises containing by admeasurement two and a half perches and numbered 3 on the said plan all which said pieces of land are part of the inclosed waste land of the said Forest and are more particularly described on the plan drawn in the margin hereof and are thereon coloured red Together with full liberty licence and authority for the Lessees to use and appropriate the waters of the three several Ponds or pools and the watercourse or watercourses connecting the same severally indicated and shown on the said plan by blue colour and N^o 4, 5, 6 and 7 for the purpose of the Engine used or employed in working the gale or iron mine work called the Old King Pit except and reserving out of this demise all mines, minerals, stone and C substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises To hold the said pieces of land, pond or reservoir with the privileges hereby granted unto the Lessees subject nevertheless to the provisions of the Acts 1 and 2 Victoria C. 43 and 24th and 25th Victoria C. 40 from the twenty fifth day of December One thousand eight hundred and ninety for the term of Thirty one

Commencing
25 December 1890
Term — 31
Expires
25 Decr. — 1921

Rent £1 Per
Annum.

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Years (determinable, ^{nevertheless} as hereinafter mentioned) to be held and used in connection with the Old King Pit Gale or Iron Mine work of which the Lessees are the registered Owners and for no other purpose whatsoever. Paying therefor during the said term unto Her Majesty her heirs and successors the yearly rent of One pound by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any deduction or abatement whatsoever the first of such payments to be made on the twenty fourth day of June One thousand eight hundred and ninety one. And the Lessees hereby covenant with the Queen's Majesty her heirs and successors in manner following, that is to say;

- 1 To pay unto Her Majesty her heirs and successors the said yearly rent of One pound on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
- 2 To 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.
- 3 To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
- 4 At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise 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 demised premises for the purposes aforesaid. And to use and appropriate the waters of the said several ponds or reservoirs and the watercourse or watercourses connecting the same in a reasonable fair and proper manner for the purposes aforesaid. And if required so to do to make and for ever after maintain all such fences around or along the sides of such ponds or reservoir and the watercourse or watercourses connecting the same as shall from time to time be considered necessary by the Lessor for the safety and protection of the Public or of the property of Her Majesty her successors or assigns and at the like expense and to the like satisfaction maintain and keep the said fences in good repair and condition. Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gavellee for the time being of

of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.

- 5 Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Iron Mine and in strict conformity with the Acts 1 and 2 Victoria C 43 Sec 25 and 24 and 25 Victoria C 40 Sec 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Deau Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Iron or Iron Mines in the said Forest of Deau and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the waters of the aforesaid Ponds or Reservoirs or of the watercourse or watercourses connecting the same or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which maybe or become a nuisance annoyance or disturbance to the Lessor or to the Owners or occupiers of any contiguous premises.
- 6 At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.
- 7 At their own costs within three calendar months from the respective dates thereof to 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 Docquets thereof respectively to be entered in the Office of the Commissioners of Woods.
- Provided always and these Presents are granted upon

this express condition that the said term hereby granted shall absolutely cease and determine when the said Old King Pit Gale or Iron Mines shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Beau Forest Mining Commissioners made for working Gales Pits Levels and Works of Iron or Iron Mines within the said Forest and Hundred or the grant of the said Gale or work shall be otherwise determined Provided also and these Presents are upon this express condition that if the said rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their part 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 lessor may reenter and retain possession of the said demised premises as fully in all respects as if these Presents had not been made and in case of any such reentry there shall be payable by the Lessee to Her Majesty her heirs and successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made It is hereby agreed and declared that the term Lessor herein means Her Queens Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners, Gaveler or Deputy Gaveler or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom shall interest shall for the time being be vested 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 of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

(D.) Geo Culley

W. H. Talbot
F. L. Talbot

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

J Russell Sowray
Office of Woods & Mitchell Place

Signed

Signed sealed and delivered by the within named William Henry Talbot in the presence of
Newman Crabtree
Clerk to Mr W. H. Talbot
Solicitor. Kidderminster

Signed sealed and delivered by the within named Francis Lawrence Talbot in the presence of.
G M Bromley
Clerk to Messrs Flower & Sons Ltd. Brewers
Stratford on Avon

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.

A G Hewlett

Keeper of the Records

27th July 1891

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Dated July

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George
Culley
a former
of the
Woods

to

Lieut.
W. M.
R.C.V.

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in the
Forest W
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Lodge.

Commenc
25 March
Term of year
Expires
25 March

Rent £
per Ann

assigned to G. J. M. Pym, Edward Drummond 526
 and H. J. Munro - Vide Deed Book page 1
 Appointment of new Trustees in place of G. J. M. Pym | Appointment of new Trustees
 surviving Trustees. N. D. B. I p 38. - W.D.B. Page 96. Date of appointment date
 3.12.43.

Dated 24th
 July 1891

New Forest

George
 Culley Esq

a Commiss^r
 of Her Majesty's
 Woods &c

— to —

Lieut. E. L.
 H. Munro,
 R.N.

LEASE of
 a messuage &
 land in the
 Township of
 Rhinefield
 in the New
 Forest known
 as Rhinefield
 Lodge.

Commencing
 25 March 1888

Term of years 84

Expires
 25 March 1972

Rent £80
 per Annum

Mary
 Lessor

This Indenture made the twenty fourth day of July One thousand eight hundred and ninety one Between The Queens 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 hereditaments hereinafter demised on behalf of Her Majesty of the second part and Edward Lionel Walker Munro of Rhinefield Lodge in the New Forest in the County of Southampton a Lieutenant on the Retired List of Her Majesty's Navy (hereinafter called the said Lessee) of the third part Witnesseth that in consideration of the expense which has been incurred by the Lessee in erecting the messuage and buildings hereby demised 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 the Acts 10 Geo: IV Cap: 50 and 14 & 15 Victoria Chap: 76 and of all other powers in anywise enabling him so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the seventeenth day of April One thousand eight hundred and eighty eight Doth on behalf of Her Majesty demise and lease unto the said Lessee All that messuage or tenement with the stables and outbuildings therunto belonging And all those several pieces or parcels of land containing with the site of the said messuage and buildings forty two acres and eighteen perches or thereabouts situate in the Township of Rhinefield in the New Forest in the said County of Southampton more particularly described and delineated on the plan in the margin hereof whereon the same are edged with Red which said messuage is known as "Rhinefield Lodge" together with all ways lights easements and appurtenances to the said demised premises belonging including the use and enjoyment of the roads shown upon the said plan and thereon coloured Brown and Green respectively such roads unless and until taken over by the Highway Authority to be maintained and kept by the Lessee (but in such order and condition only as he may consider necessary and proper and without any liability whatever to the Lessee by reason or on account of the non repair thereof) upon his being allowed by the Lessor from time to time free of all charge for royalty or otherwise sufficient Timber in the rough and gravel for the maintenance and repair of the said roads at the nearest pits or other places whence they may conveniently be gotten Reserving unto Her Majesty her heirs and successors all timber and other trees upon and all substrata 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

named William
 Francis
 Brewers
 cited in
 entry

not for sale) but so nevertheless that this reservation shall not
 authorize or empower Her Majesty her heirs or successors or the Comms^s
 or Commiss^s hereinafter mentioned to cut down any trees upon or to
 work the substrata under the said land without the previous
 consent in writing of the said Lessee And reserving also unto
 Her Majesty her heirs and successors and the Lessee and Occupiers
 for the time being of any other buildings or land belonging to Her Majesty
 the free passage of water from such other buildings or land through
 the channels drains and watercourses for the time being belonging to
 or running under the said premises hereby demised To hold the
 said premises hereby demised unto the said Lessee from the twenty
 fifth day of March One thousand eight hundred and eighty eight for
 the term of **Eighty four years** Paying therefor unto the
 Queen's Majesty her heirs and successors during the said term the clear
 yearly rent of **Eighty pounds** by equal quarterly payments on
 the twenty fifth day of March, the twenty fourth day of June, the
 twenty ninth day of September and the twenty fifth day of December
 in every year up to and including the twenty fifth day of December
 One thousand nine hundred and seventy one the first quarterly payment
 thereof having become due on the twenty fourth day of June One
 thousand eight hundred and eighty eight 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 twenty fifth day of December One thousand nine hundred
 and seventy one 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 the Lessor 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 free from all deductions whatsoever (except
 Landlord's property tax) And the said Lessee hereby covenants
 with the Queen's Majesty her heirs and successors in manner
 following that is to say That the said Lessee will pay unto Her
 Majesty Her Heirs and Successors the said several yearly rents and
 sums hereby reserved at the times and in manner aforesaid And
 also will pay the sewer rate land tax tithe rent charge drainage
 rates and all other taxes rates assessments and outgoings whatsoever
 (except Landlord's Property tax) now or at any time hereafter payable

527

MINUTE SHEET.

Reference F.4162.

New Forest - Rhinefield Lodge.

Deed 30th March 1931. Appointment of William Bennett as new Trustee.

A copy of the relative parts of the Deed with which we are concerned is attached.

Deed 21st August 1931.

Deed of Discharge of Selwyn Francis Edge from Office of Trustee and vesting of Trust in remaining Trustees, Alan Stewart and William Bennett.

7.2.35.

Entered. W.D.B.I. p.

Copy placed in entry book. W.L.B. 18. p.526.

Letter. Capron & Co. 7.2.35

Mem. D.S. 8.2.35.

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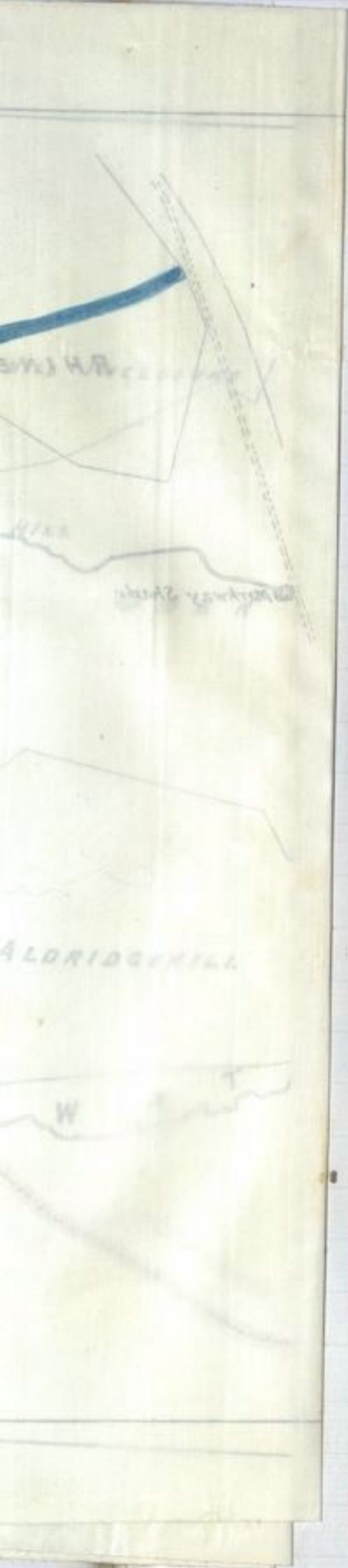
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[M2083] 10187/166
140m 5/33 700
G & S 115 212
(REGIMORE)
Code 5-31-0

Landlord's property tax.) And the said Lessee hereby covenants with the Queen's Majesty her heirs and successors in manner following that is to say That he the said Lessee will pay unto Her Majesty Her Heirs and successors the said several yearly rents and sums hereby reserved at the times and in manner aforesaid And also will pay the sewer rate land tax little rent charge drainage rates and all other taxes rates assessments and outgoings whatsoever (except Landlord's Property tax) now or at any time hereafter payable

in respect of the demised premises And also will during the said term hereby granted as often as occasion shall require keep and at the end of the tenancy leave in good and substantial repair the said messuage buildings and premises with the fixtures therein and all other buildings hereafter to be erected on the land hereby demised and all party and other walls gates stiles mounds banks bridges roads (other than the roads coloured brown and green respectively on the said plan) iron and other rails and fences ditches drains and watercourses and all other matters and things whatsoever appertaining to the said premises being allowed by the Lessor sufficient timber in the rough and gravel for and towards the maintenance and repair of such roads 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 may with the consent in writing of the Lessor first had and obtained at any time except during the last twenty years of the said term transplant upon any other part of the said land or altogether remove any shrubs upon the land hereby demised and also may in due and proper course of management thin out any of the trees upon the said land but so nevertheless that none of such trees or shrubs shall be cut 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 the Lessee hereby further covenants with The Queens Majesty her heirs successors and assigns That he will not raise any substrata from the said land except such stone gravel or sand as may be taken by the said Lessee for use upon the demised premises but not for sale 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 Lessor in the joint names of The Queens Majesty her heirs and successors and of the said Lessee in a sum of money equal to three fourths 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 three fourths at least of the full value thereof respectively

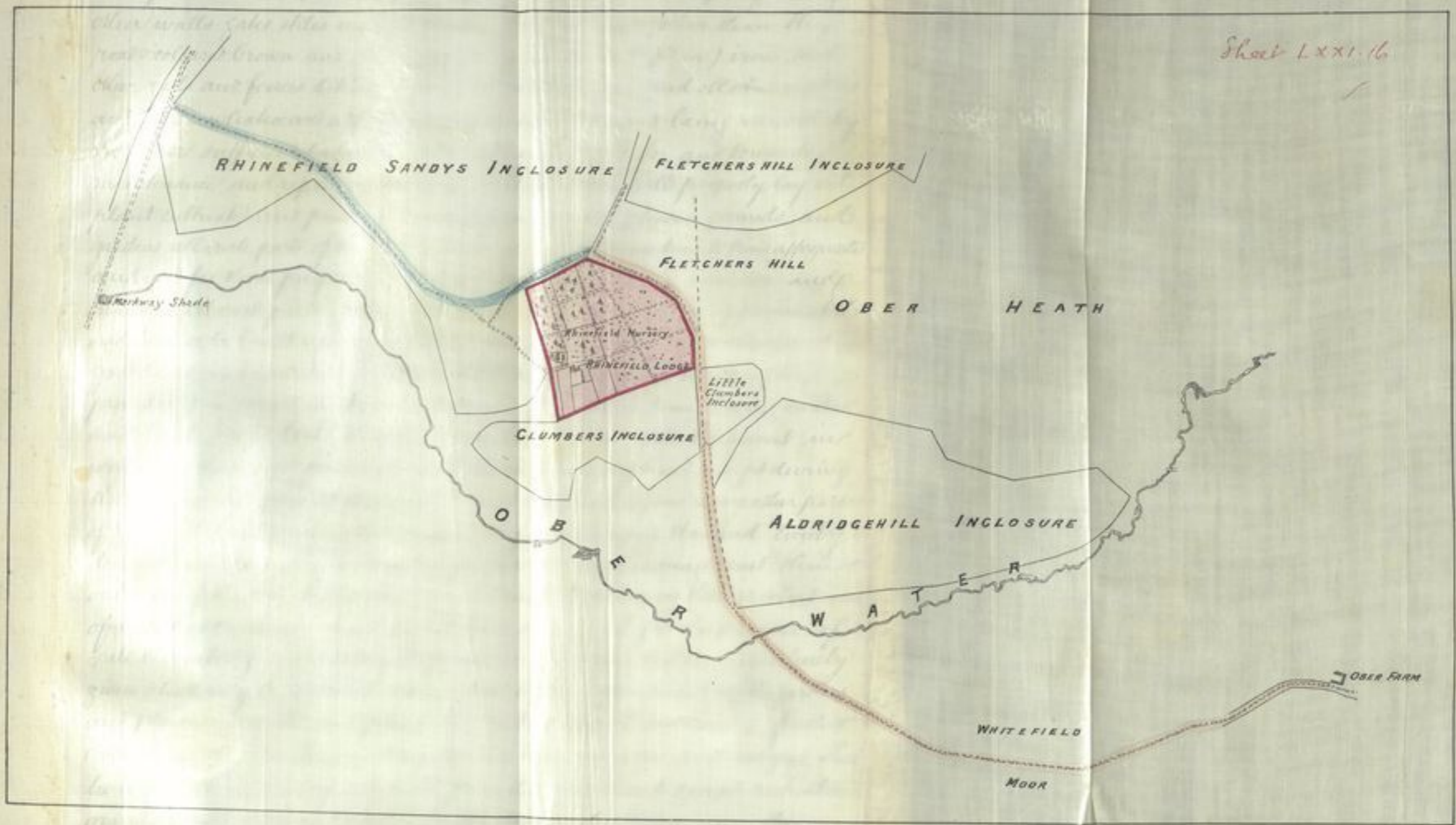
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in respect of the demised premises And also will during the said term hereby granted as often as occasion shall require keep and at the end of the term leave in good and substantial repair the said messuage buildings and premises

Sheet LXXI. 16



and keep insured from loss or damage by fire the said 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 Lessor in the joint names of Her Majesty her heirs and successors and if the said Lessee in a sum of money equal to three fourths 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 three fourths at least of the full value thereof respectively

And will whenever required so to do show to Her Majesty's said Receiver of the premises hereby demised or to the Lessor 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 as aforesaid then the Lessor may insure the said messuage and buildings in the amounts hereinbefore mentioned or any less amount in such name or names as he may deem proper and charge the said Lessee with the sums 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 hereinbefore 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 Lessor or his Surveyor or Architect according to such plan as the Lessor may by writing under his hand approve of. And that in case the said insurance moneys shall not be sufficient for that purpose the said Lessee will make good the amount of every such deficiency. AND ALSO that the said Lessee will paint three times over with good and proper oil colors and varnish in a workmanlike manner and to the satisfaction of the Lessor or his Surveyor or 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 seventh year of the said term and also will paint and varnish in like manner and to the like satisfaction all the outside wood and ironwork usually painted or varnished of any other buildings which may be hereafter erected on the said land in every fourth year after the year of the completion thereof and the inside parts thereof usually painted or varnished in every eighth year after the year of the completion thereof the period of such completion to be determined (in case of dispute) by the Lessor. And also that the Lessor his Agents or Servants may at all seasonable 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 seven 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 then be found he the said Lessee will upon notice thereof in writing being given to him 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 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 lessor to enter into the said premises and to perform and complete the said repairs painting and varnishing and the said Lessee 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 the said Lessee 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 dwelling house 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 Lessor And also that he the said Lessee 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 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 Lessor or his 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 Lessor And also will at his or their own charges cause all Assignments which shall be made of these premises 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 six months from the respective dates thereof to be 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 or Comptrollers

Provided always and it is hereby agreed that the Lessee shall be at liberty at any time during the said term to construct and erect upon the stream known as 'Oberwater' shown on the said plan a ram or forcing engine for the purpose of supplying the said messuage and premises with water and to lay down and maintain a pipe or line of pipes from such ram or forcing engine or from any well or spring within a mile from the said demised premises for the purpose of conveying water therefrom to the said messuage and buildings and also to make or sink such well or wells outside the said premises and to lay such pipe or line of pipes as may be necessary for conveying water as aforesaid the position of all such wells so to be made or sunk as aforesaid to be agreed upon between the said Lessee and the Deputy Surveyor and the Lessee shall also be at liberty from time to time to enter upon the lands or premises in upon or under which such ram engine wells and pipes shall have been erected or made or sunk or laid as aforesaid and to take up repair rebuild relay alter cleanse and amend the same as occasion may require nevertheless making fair and reasonable compensation to Her Majesty her heirs and successors tenants and assigns for all loss injury or damage sustained by her or them by reason of the aforesaid powers such compensation to be settled in case of difference by Arbitration in the usual way

Provided always that it shall be lawful for Her Majesty her heirs successors and assigns from time to time and at any time hereafter and without any further consent on the part of the Lessee to cultivate use and occupy the surface of the land and premises in upon or under which the said pipe or line of pipes may have been constructed or laid for such purpose and in all respects and in such manner and to execute such works therein and thereon and to erect such buildings thereon as she or they may think proper or expedient without being liable for any injury or damage that may happen to such pipes in so doing or to make any compensation in respect thereof

Provided always and these presents are upon this condition that if the several rents hereby reserved or any of them shall be unpaid for twenty days next after either of the days hereinbefore appointed for payment thereof respectively or if the said Lessee shall not perform and keep the several covenants herein contained it shall be lawful for the Lessor 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

Provided lastly and it is hereby declared and agreed that the term "Lessor" herein means Her Majesty her heirs successors and assigns or so long as the reversion of

Lessor

The demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested AND the said George Gulley 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 writing.

Geo Gulley E.S. (Ed.) Walker Muuro

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

J M Duncan
Office of Woods, &c.
Whitehall Place

Signed sealed and delivered by the within named Edward Lionel Walker Muuro in the presence of

F. W Capron
Savile Place. W
Solr

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.

H. G. Hewlett
Keeper of the Records

28th July 1891.

[Handwritten initials]

Dated 1st August
1891.

Highmeadow Estate

George Bulley Esq
a Commr of Woods

- to -

Jm. Bannerman Esq

Lease of right
of shooting
Hunting and
Sporting over
parts of Highmeadow
Estate and Great
Toward Wood.

Commencing 25th March
Term of years 14
Expires 25th March 1905

Rent £35 per annum

This Indenture made the first day of August one thousand eight hundred and ninety one Between The Queens Most Excellent Majesty of the first part George Bulley Esquire the Commissioner ^{of Woods} in charge of the premises hereinafter described of the second part and James Murray Bannerman of Wynstone Esq in the Parish of Gannerew in the County of Hereford Esquire (hereinafter called the Lessee) of the third part Witnesseth that in consideration of the rent covenants and agreements hereinafter contained and reserved He the said George Bulley as such Commissioner as aforesaid and in exercise of the powers of the Acts 10 Geo. IV cap. 50 and 14 & 15 Vic. cap. 42 and ^{& authorities} of all other powers enabling him so to do Doth on behalf of Her Majesty and with the consent of the Lords Commissioners of H.M. Treasury signified by their Warrant dated the 15th day of April 1891 demise and lease unto the Lessee All that the right of shooting hunting and sporting upon and over ^{All that enclosure of woodland called Redding Enclosure or Hadenock Wood situate in the Parish of Dixton in the County of Monmouth and being part of the High Meadow Estate and also} All that enclosure of Woodland called Sallow Wood situate in the said Parish of Dixton and being also part of the said High Meadow Estate And also All that Enclosure of Woodland called Reddings Enclosure or Patches Wood ^{also all that enclosure of woodland called the Great Down Wood in the Parish of Whitchurch in the County of Hereford containing by estimation two hundred and sixty eight acres and five perches and} other part of the said High Meadow Estate in the Parish of Staunton in the County of Gloucester all of which said Enclosures of Woodland contain together by estimation One thousand one hundred and thirteen acres and twenty two perches And also all those Meadows called Biblings Meadows by the side of the River Wye situate in the said Parish of Whitchurch and containing by estimation Seventeen acres two roods and eighteen perches all of which said several lands contain together by estimation One thousand three hundred and ninety eight acres three roods and five perches and are delineated and colored green on the plan annexed hereto To hold the said premises hereby demised unto the Lessee from the 25th March 1891 for the term of Fourteen years subject nevertheless to the rights of the Occupier of Biblings Meadows under the Ground Game Act 43 & 44 Victoria Chapter 47



Paying therefor during the said term unto the Queens Majesty Her Heirs and Successors the clear yearly rent of Thirty five pounds by equal half yearly payments on the 25th. March and the 29th. September in every year except the last half yearly payment thereof which is to be made on the 29th. September next preceding the expiration of the said term and such rent is to be paid to Her Majesty's Receiver of the rents and profits of the said premises free from all deduction And the Lessee hereby covenants with the Queen's Majesty Her Heirs and Successors in manner following that is to say To pay unto the Queens Majesty Her Heirs and Successors the said rent of Thirty five pounds hereby reserved on the respective days and in manner aforesaid and that if any rent shall at any time be in arrear for twenty days the Lessor or his Agent may from time to time distrain and in due course sell all or any of the goods Chattels and effects of the Lessee wheresoever the same may be found towards satisfaction and payment of the arrears of the said rent and of all costs and charges incident to or occasioned by such distress and sale.

To pay all rates taxes charges or impositions now or hereafter to be rated taxed charged or imposed in respect of the right hereby granted.

To use his utmost endeavours to preserve a good stock of game on the said land hereinbefore described and to prevent any person or persons who may not be duly authorised so to do from taking or killing game upon the said land or any part thereof and from time to time and at the least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the directions in that behalf hereinafter given.

To keep down effectually during the said term the hares and rabbits in and upon the said land so as to prevent the number of such hares and rabbits increasing or impeding the good management of the said land and premises or injuring the crops trees



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shrubs and fences thereon or on any adjoining land and in case the Lessee shall at any time make default in the performance of this covenant the Lessor may after giving to the Lessee or leaving for him at his usual or last known place or places of abode fourteen days notice in writing for that purpose to employ any person or persons to take such steps as he shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the Lessor be requisite or expedient and the Lessee shall pay to Her Majesty Her Heirs and or Successors on demand all the costs charges and expenses incurred thereby and also the amount of all damage occasioned by such default.

5. Not to commit or suffer any damage or injury to be done during the said term to the land or the trees fences or crops of Her Majesty Her Heirs or Successors and in case of any such damage or injury being done by himself or his servants or any person connected with him to make full compensation and recompense to Her Majesty Her Heirs and Successors for all such damage or injury as aforesaid.
6. At the end or other sooner determination of the said term hereby granted peaceably and quietly to surrender and relinquish to the Queens Majesty Her Heirs and Successors the said right hereby granted and leave a fair and reasonable stock of game on the premises.
7. Not to assign over grant or underlet or otherwise part with to any person or persons whomsoever the right or licence hereinbefore granted or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Lessor first obtained.
8. To cause or procure every assignment which shall with such consent as aforesaid be made of these presents or of the right hereby granted and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the respective dates

thereof enrolled in the Office of Land Revenue Records and
 Inrolments and a minute or docket thereof respectively
 to be entered in the Office of the Commissioner or Commissioners
 of Her Majesty's Woods Forests and Land Revenues. And
 this Indenture further witnesseth that the said George
 Culley doth hereby under the powers of the several Acts of
 Parliament hereinbefore referred to and of all other powers
 enabling him in this behalf nominate depute and
 appoint the Lessee to be Her Majesty's Gamekeeper as from
 the said 25th. March 1891 for the term of Fourteen years
 thence ensuing over and upon the said land hereinbefore
 described with full power licence and authority to shoot take
 and kill any beasts or birds of chase or warren within
 the said land And also to take seize and destroy all
 unlawful dogs nets guns and engines used for the taking or
 destroying of such beasts or birds of chase or warren
 within the said land And the said George Culley doth
 hereby direct the Lessee to report to the Lessor once at least
 in every year the proceedings of him the Lessee as
 Gamekeeper and Officer of Her Majesty as aforesaid Provided
 always and it is hereby agreed and declared that if any
 rent hereby reserved shall be in arrear for twenty
 days or if there shall be a breach of any of the covenants
 and agreements hereinbefore contained the Lessor may
 determine and put an end to the right hereby granted
 by giving to the Lessee or leaving for him at his usual
 or last known place of residence in England or on some
 part of the land hereinbefore described notice of his
 intention so to do and immediately after the giving or
 leaving of such notice the grant and appointment
 hereinbefore contained shall cease and be void And
 it is agreed that the term "Lessor" herein means the
 Queens Majesty Her Heirs Successors and Assigns or
 so long as the reversion of the rights and premises
 hereby granted is vested in the Crown the Commissioner
 or Commissioners or other the person or persons for the time
 being by law entitled to the management and direction
 thereof and that all rights and obligations of the Lessee
 under these presents (except under the appointment of
 Gamekeeper hereinbefore contained) shall devolve with the

leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said George Culley 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.

② Geo. Culley

② J. Murray Bannerman

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 James Murray Bannerman in the presence of
 George Spence
 Land Agent
 Ganarew
 Nr. Monmouth

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

6th. August 1891.

Keeper of the Records

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✓

Dated 6th August 1891. This Indenture made the 6th. day of August 1891 Between
 The Queens Most Excellent Majesty of the 1st. part George
 Culley Esq. a Commissioner of Woods of the 2nd part and John
 The High James Joynes of Parkhill House Whitecroft near Sydney in the
 Meadow Estate County of Gloucester Colliery Manager hereinafter called the
 Lessee of the 3rd part Witnesseth that in consideration of the
 George Culley Esq. rent and royalty hereinafter reserved and of the covenants
 a Commr of Woods hereinafter contained He the said George Culley as such
 - to - Commissioner as aforesaid in exercise of the powers of the
 Mr. J. J. Joynes Acts 10 George IV Chapter 50 and 14 + 15 Victoria Chapter 42 and
 of all other powers enabling him in this behalf and with
 Lease of Coal the consent of the Commissioners of Her Majesty's Treasury signified
 in the Colford by their Warrant dated the 15th. day of June 1891 Doth on
 High Delf Seam behalf of Her Majesty demise and lease unto the Lessee All
 within a tract and Singular the unworked Coal in the Colford High Delf
 of land containing Seam within under or upon All that tract or parcel of land
 43½ acres. containing in the whole 43½ acres or thereabouts being part of
 the Crown's High Meadow Estate situate in the parish of Newland
 Commences 1st July 1891 in the County of Gloucester which said land is delineated on the
 Term of years 14 plan annexed to these presents and is thereon edged with a
 Term ends 1st July 1905 red line Together with the lawful use of all roads streams and
 watercourses upon the same land and full power and authority
 Rent £40 to search for dig and carry away all the Coal in the said Seam
 per annum & hereinbefore demised and for that purpose to sink and reopen pits
 5/- per acre in or upon the said tract or parcel of land shown upon the said
 for surface land plan and to make and erect all necessary pits shaft buildings
 Royalty 9d. and machinery roads and watercourses on the said land and
 per ton on all generally to use the said land for any purposes connected with
 Coal raised. the convenient working of the Coal hereinbefore demised and for
 Determinable as the disposition and making merchantable thereof including the
 within mentioned disposition of rubbish upon the said land produced in working
 and getting the said Coal (so far as the said Commissioner can
 authorize the same) the Lessee making reasonable satisfaction
 and recompense to such persons (if any) as may be lawfully
 entitled thereto for any damage which they may sustain by reason
 of the exercise of the powers hereby granted Provided always
 and it is hereby declared and agreed that the land to be used or
 occupied for the surface works of the said mine shall be selected
 by the Lessor and that no pit or shaft shall be sunk upon and no
 building or other work shall be erected upon nor shall any part of

the said land hereinbefore described be used for the purposes
 connected with the working of the said Coal or the disposition
 or making merchantable thereof or the disposition of rubbish
 on the said land without the previous consent in writing of
 the Lessor. Saving nevertheless and reserving to the Queens Majesty
 her heirs and Successors all mineral stone and other substrata
 within or under the said land in the Colford High Belf
 Seam other than the Coal hereby demised together with full
 power to search for work get and make the same merchantable
 and to carry away the same. And also reserving all other
 rights and privileges in respect of the said land now belonging
 to Her Majesty other than those hereby granted Together with
 full power for the Lessor his Grantors and Lessees to pass
 over and along all or any of the roads or water-courses which
 may be made or used by the Lessee upon payment to him
 of reasonable compensation for the same. And also reserving
 full power for the Lessor to take from time to time any part or
 parts of the said land which may have been appropriated
 under the authority of these presents but in such case making
 compensation for the same. To hold and enjoy the said
 premises hereinbefore demised unto the Lessee his executors
 administrators and assigns (who are hereinafter unless otherwise
 mentioned included in the term Lessee) from the 1st day of
 July 1891 for the term of 14 years determinable as hereinafter
 mentioned. Paying therefor unto the Queens Majesty her heirs
 and successors during the said term the clear yearly rent of £40
 which said yearly rent shall be paid by 2 equal half yearly
 payments on the 1st day of January and the 1st day of July in
 every year free from all deductions or abatements whatsoever
 the first half yearly payment of the said rent to be made on
 the 1st day of January 1892. And also Paying to Her Majesty
 her heirs and successors a royalty equal to 9d per ton
 of 2240 lbs. avoirdupois for all Coal raised or gotten from
 the said land and sold used or otherwise disposed of such
 royalty to be paid by half yearly payments on the several days
 aforesaid all which said rent and royalty are to be paid into
 the hands of the Crown Receiver for the said High Meadow Estate
 Provided always that no royalty shall be payable to Her Majesty
 her heirs or successors upon so much of the said Coal to be
 gotten from the said land and sold used or otherwise disposed

of as would be from time to time sufficient in value according
 to the reservation hereinbefore contained to yield to Her Majesty
 her heirs and successors a sum equal to the rent of £40
 hereinbefore reserved And also paying to Her Majesty her heirs
 and successors the further clear yearly rent of 5/- for every acre
 of the said tract or parcel of land or any portion of an acre
 thereof in respect of which the Lessor shall give his consent in
 writing to the Lessee for use of such land for surface works under
 the proviso for that purpose hereinbefore contained And also paying
 to Her Majesty her heirs and successors upon the grant of any such
 consent and before entering upon any such land the sum of £30
 for every acre and so on in proportion for any part of an acre for
 and in respect of surface damage to all land to which such
 consent may extend or refer and also the value of all timber
 or timber like trees growing or being upon any such land such
 value to be assessed by the Crown Deputy Surveyor for the said
 High Meadow Estate whose assessment shall be final and
 conclusive Provided also And it is hereby declared and agreed
 that if in any year of the term hereby granted the said Lessee shall
 not work get or bring to the surface from or out of the hereby
 demised mines such a quantity of Coal as shall be sufficient to
 produce royalties at least equal in amount to the amount of the
 rent hereinbefore reserved which would be payable in respect of that
 year and shall in the next immediately succeeding two years work
 and bring to the surface such a quantity of Coal as shall be sufficient
 to produce royalties in excess of the rent hereinbefore reserved, it
 shall be lawful for the Lessee to retain out of such royalties in excess
 the sum which may have been paid for the deficiency in such previous
 year but the excess workings of any half year shall in no case be
 taken to make up the deficiency of any subsequent half year
 And the said Lessee hereby covenants with the Queens Majesty
 her heirs and successors in manner following that is to say
 To pay unto the Queens Majesty her heirs and successors the said
 rent and royalty hereinbefore respectively reserved and made payable
 upon the respective days and times and in the proportions
 hereinbefore appointed for payment thereof respectively without any
 deduction or abatement whatsoever And that if default shall
 be made for the space of 21 days in payment of the aforesaid rent
 and royalty or either of them it shall be lawful for the Lessor or
 his Agent from time to time to distrain any machinery engines

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 to be
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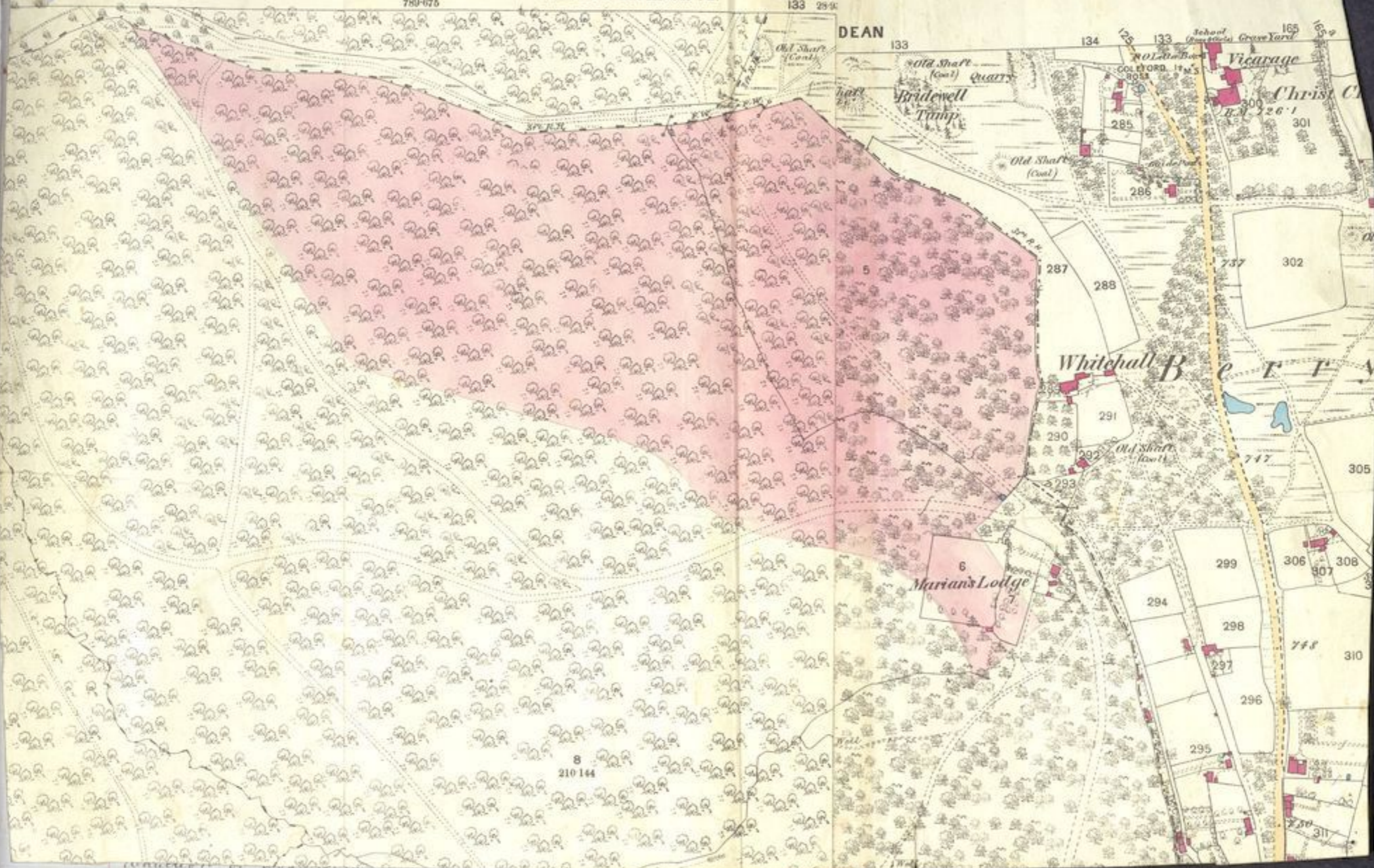
of as would be from time to time sufficient in value according

MONMOUTHSHIRE SHEET XV. 2.
CLOUCESTERSHIRE SHEET XXX. II. 12. 15 & 16. (Parts of)

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to be made for the space of 21 days in payment of the aforesaid rent
and royalty or either of them it shall be lawful for the Lessor or
his Agent from time to time to distress any machinery engines

tramples implements utensils carts carriages horses or other live or dead stock and all the Coal which shall have been gotten and shall be found upon or under the land hereinbefore described in the said Coleford High Delf Seam or upon any other land which may for the time being be in the occupation of the Lessee and all other the goods chattels and effects of the said Lessee wheresoever the same may be found and the goods and chattels distrained to sell and dispose of towards satisfaction and payment of the arrears of the said rent and royalty and of all costs and charges incident to or occasioned by such distress and sale

- 2 In the event of the Lessee obtaining the consent of the Lessor for the use of any part of the said land for surface works as aforesaid to forthwith pay to the Queen's Majesty for surface damage £30 per acre and so on in proportion for any less quantity than an acre and also to pay for the timber timber like trees and underwood upon the said land assessed by the Deputy Surveyor for the said High Meadow Estate under the proviso for that purpose hereinbefore contained.
- 3 To pay during the said term the land tax and all other taxes rates rents charges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament (except the landlords property tax).
- 4 To search for and dig forthwith Coal in likely and proper places in the said Coleford High Delf Seam within and under the said land and with at the least 2 good and able bodied miners and workmen continuously employed fairly and efficiently to work and carry on all the works in the said Seam for the time being opened within and under the said land according to the best improved system of working in the Forest of Dean and to the satisfaction of the Lessor.
- 5 To keep fair and legible books of account with true and regular entries of the weight, measure, and quantity of the coal which shall be gotten and raised from the said Coleford High Delf Seam under the land hereinbefore demised and of the person or persons to or by whom and of the times and prices (if any) at and for which the same shall be sold used or disposed of and at all times when required to produce and shew such books of account to Her Majesty's Agent for the time being and permit or suffer him to take any extracts therefrom

or copies thereof and give any explanation that may be required in relation thereto.

- 6 To deliver into the Office of the Commissioners of Woods or to Her Majesty's said Receiver or Agent within 10 days next after the 30th. of June and 31st. of December in each year and at such other time or times during the said term as the Lessor shall by notice in writing require the same and also within 10 days after the expiration or other sooner determination of the said term a true and fair account in writing containing the several particulars aforesaid of all the Coal which during the preceding half year and during such times as shall be required by such notice as aforesaid shall have been gotten and raised Cleaved dressed or otherwise made marketable and sold used or disposed of clearly expressing in such account the number weight measure and quantity of the same respectively and the person or persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of such account being from time to time if required first verified in writing under the hand or hands of the Lessee or his Chief or only Agent for the time being And within the same periods and at such other time or times as aforesaid to deliver if required into the Office of the Commissioners of Woods or to Her Majesty's Receiver or Agent a true and correct plan and measurement and section plotted to a scale of 3 chains to an inch signed by the said Lessee of the lands under or from which the said Coal shall have been gotten as aforesaid and of the workings and cuttings of and in the said mine or seam distinctly showing the course and extent thereof and also to keep a like plan and measurement and section fully dialled up at the mine or works and permit the Lessor or his Receiver or Agent at all times to inspect the same
- 7 To erect at his expense at such points as shall be indicated by the Lessor or his Agent legibly marked with a Broad Arrow substantial boundary posts or stones and during the said term to maintain the same posts or stones in good order and repair.
- 8 At the expiration or sooner determination of the term hereby granted and to the satisfaction in all things of the Lessor to remove all buildings and works upon the said land or any part thereof over which the Lessee may have acquired surface rights under the power for that purpose hereinbefore contained and to restore the surface thereof as far as practicable to the condition it was in

at the commencement of the term hereby granted and also to securely fence in all shafts and openings in or upon the said land and the said land so restored and fenced in to peaceably and quietly give up and surrender unto the Lessor or to such person or persons as he shall appoint to receive the same.

- 9 That it shall be lawful for the Lessor or his Agent at all reasonable times with or without Workmen or Assistants to enter into and inspect the said mines works and premises and the state and condition thereof and that the Lessee will render every reasonable assistance to the Lessor and his Agents and Workmen or Assistants in the examination aforesaid when required.
- 10 Not to commit any unnecessary damage spoil or waste in or upon the land hereinbefore described in the carrying on of the said works or in the exercise of the powers hereinbefore granted and to fence round or fill up level and cover in in a proper and substantial manner to the satisfaction of the Lessor or his Agent all such pits soughs and other works as may have been wrought out or can no longer be worked to advantage and to make reasonable and fair satisfaction and compensation to every person lawfully entitled thereto on account of any injury or damage which may be sustained by him by reason or in consequence of the said works or in the execution of the powers and authorities hereinbefore granted and indemnify the Lessor from all actions claims and demands on account of any such injury or damage.
- 11 Not at any time to assign these presents or to underlet or otherwise part with the mines works matters and premises hereinbefore demised or any part thereof respectively for the whole or any part of the term hereby granted without the consent in writing of the Lessor for that purpose first had and obtained but such consent shall not be arbitrarily withheld.
- 12 To procure at their own costs and charges all assignments which with such consent as aforesaid shall be made of these presents or of the premises hereby demised or any part thereof and all probates of wills and letters of administration affecting this lease or the term hereby granted to be within 6 calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes

or docket thereof respectively to be entered in the Office of the said Commissioners.

- 13 Nothing herein contained shall preclude the Lessor from granting the use of the roads streams and watercourses thereon to any other person or persons as he may think fit or from granting to any other person or persons any rights of wayleave or waterleave through or over the mire and hereditaments hereby demised paying or reserving therefor to the Lessee such reasonable compensation (if any) as may be agreed on or as may be fixed by 2 indifferent persons one to be chosen by the Lessor and the other by the Lessee or by an Umpire to be nominated by such 2 persons before they proceed upon their valuation.

Provided always that if the aforesaid rent and royalty or any part thereof respectively shall not be duly accounted for or shall be unpaid for 20 days next after any of the days or times whereon the same respectively ought to be paid as aforesaid Or in case the Lessee shall fail to perform and keep the several covenants hereinbefore contained or any of them Or if whilst the demised premises or any part thereof are vested in him for all or any part of the term hereby granted he shall be adjudged Bankrupt or a Receiver shall be appointed of his estate Or if any Company shall be formed for working the Coal hereby demised and such Company shall be wound up Or if the Lessee shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present lease or the interest of the Lessee in the premises hereby demised 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 the Lessor to enter into and upon and retain possession of the said premises hereby demised together with all engines tools machinery and other working gear coal and other matters then being on the said premises for her and their absolute use And that if any re-entry shall be made under the proviso lastly hereinbefore contained there shall be payable by the Lessee to the Queens Majesty in addition to any rent or royalty then due in respect of the said premises a proportionate part of the accruing rent and royalty for the then current half year from the last half yearly day for payment of rent and royalty up to the day on which such re-entry shall have been made

Provided also And it is hereby further agreed and declared that it shall be lawful for the Lessee to determine the term hereby granted on the 1st. day of July or the first day of January in any year thereof by leaving for the Lessor at the Office of the Commissioners of Woods in Whitehall Place Westminster 6 calendar months previous notice in writing for that purpose and upon the expiration of such notice and upon payment of the rent and royalty then due the said term shall cease and determine but without prejudice to any right of action or other remedy of Her Majesty for any breach of covenant previously committed And it is hereby agreed and declared that the term "the Lessor" herein means the Queen's Majesty her heirs Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said George Culley 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 2nd. & 3rd. parts have hereunto set their hands & seals the day and year first above written.

(LS) Geo. Culley.

(LS) J. J. Joynes

Signed Sealed and Delivered by the within named George Culley in the presence of -

J. A. St. A. Culley
Westwood Hall
Northumberland

Signed Sealed and Delivered by the within named John James Joynes in the presence of -

William E. Morgan
St. Western Colliery, Glas.
No. Colford
Colliery Weighman

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.
11th. August 1891.

H. G. Hewlett
Keeper of the Records

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Dated 21st. Oct. 1890

Articles of Agreement made the 21st. day of October 1890

Between George Culley Esq. a Commissioner of Her Majesty's Woods Forests and Land Revenues of the one part and The Lyndhurst Gas & Water Company Ltd. a Company registered under the Joint Stock Companies Act 1862 to 1883 and hereinafter called "the Company" of the other part

Whereas the Company have obtained from the Board of Trade a Provisional Order empowering them to construct and maintain Gas Works and Water Works and to make and supply Gas and to supply Water within the Parishes of Lyndhurst and Minstead in the County of Southampton And whereas for the purposes of the said Gas Works & Water Works the Company desire to take on lease a piece of land in the Parish of Lyndhurst aforesaid containing by admeasurement one acre or thereabouts and delineated and coloured Red on the plan numbered 1 annexed to these presents of which land Her Majesty is seized in right of Her Crown And in connection with their proposed Works they will also require to form a Reservoir on a piece of land 50 feet square or thereabouts situate at Emery Down in the New Forest and being part of the open lands of the said Forest and to lay Gas & Water pipes under parts of the open lands of and under certain roads within the said Forest And the Company are desirous of commencing at an early date the construction of their Works Now these presents witness that the said George Culley hereby on behalf of Her Majesty, agrees with the Company And the Company hereby covenant and agree with Her Majesty, Her Heirs and Successors in manner following that is to say :-

1. The Company shall not enter upon or interfere with any of the open lands of the said Forest for the purposes of their said proposed Works unless or until a consent in writing for that purpose is given by the Commissioner or Commissioners of Her Majesty's Woods Forests & Land Revenues for the time being in charge of the New Forest or by the Deputy Surveyor of the New Forest.
2. The Company may at any time after the 29th. day of September 1890 enter upon the said piece of land delineated and coloured Red on the said plan numbered 1 for the purpose of erecting making and maintaining thereon the proposed Gas Works and Water Works and of executing thereon such other Works as are intended to be authorized to be made and maintained thereon by the said Provisional Order but for no other purpose And all works and buildings erected or executed thereon shall be erected and executed to the satisfaction in all things of the said Commissioner or Commissioners And the Company shall

if required so to do submit to the said Commissioner or Commissioners detailed drawings plans and specifications of the works and buildings proposed to be erected and executed and obtain the approval thereof by the said Commissioner or Commissioners before commencing to erect or execute any of such works or buildings The Company shall within two years from the 30th. day of June 1890 erect and construct on the said land to the satisfaction aforesaid proper and sufficient Gas Works & Water Works for the manufacture and supply of Gas and for the supply of Water to the town of Lyndhurst.

3. Subject as aforesaid and so far as the said George Culley can authorize the same the Company may form and construct upon the said piece of land delineated and coloured Red on the plan numbered 2 a Tank or Reservoir for storing Water And may also pass and repass with horses and carts (if necessary) to and from such piece of land from and to the High Road in the direction shown on the said plan numbered 2. by a dotted red line And may also pass and repass with or without horses carts and carriages to and from the piece of land coloured Red on the said plan numbered 1 from and to the High Road known as the Southampton Road along and over the Roadway Track or Land coloured yellow on the said plan numbered 1. and may if they so desire form make and metal a hard Road upon such last mentioned land And may also lay down Gas pipes & Water pipes from the said piece of land coloured Red on the said plan numbered 1 and from the said Tank and Reservoir under such of the open lands of the said Forest and of the Roads within the said Forest and in such directions and situations as shall have been previously determined upon or approved by or in writing by the said Commissioner or Commissioners or the said Deputy Surveyor.
4. The Company shall in digging and making any trench or cutting in any part of the open lands of the said Forest for the purpose of laying any Gas or Water pipes lay aside the Turf and Surface Soil removed from the said lands and shall lay the said pipes with all reasonable dispatch and immediately after the same shall be laid fill up and level the trench or cutting replacing the surface soil and turf and if requisite shall sow

the land with good grass seeds and generally shall restore the land under which any Gas or Water pipes may be laid or which may be injured or damaged by the laying of such pipes or any of them to the satisfaction in all things of the said Commissioners or Commissioners or the said Deputy Surveyor And the Company shall also construct and finish the Reservoir to the like satisfaction and shall remove or deal with all turf and earth removed and excavated from the site for the Reservoir and level and bank up turf over sow with grass seeds or plant with trees or shrubs the land adjoining the Reservoir which may be affected by the construction thereof in such manner as the Deputy Surveyor shall direct.

- 5 The Company shall not in any manner damage or obstruct the drains or watercourses in or through any part of the said Forest or in or through any lands or premises belonging to Her Majesty nor in any manner interfere with or diminish the existing supply of water to any lands or premises belonging to Her Majesty and in case the Company shall in any manner damage obstruct or interfere with such drains watercourses or water supply the Company shall forthwith construct and execute proper and sufficient culverts drains and other works of such a nature in all respects as the said Commissioners or Commissioners may deem necessary for the maintenance of the proper drainage of or supply of water to the said lands and premises and as he or they may by notice in writing given to the Company or left for them at their Registered Office or with their Secretary or Manager for the time being require them to construct and execute.
- 6 The Company shall before commencing any Works on the said land coloured Red on the said plan numbered 1. fence off the same from the adjoining lands of Her Majesty with such description of fence or wall as may be approved of or required by the said Commissioners or Commissioners or the said Deputy Surveyor.
- 7 Upon the completion in manner aforesaid of Gas & Water Works for the supply of Gas & Water to the town of Lyndhurst aforesaid the said Commissioners or Commissioners shall grant to the Company or their assigns a lease of the said piece of land coloured Red upon the said plan numbered 1 Together with the Works and buildings then being thereon for a term of ninety eight and one half years reckoned from the 29th day of September 1890 at the yearly rent of nine pounds And shall also grant to the Company or their

assigns license and permission to exercise and enjoy the before mentioned rights of way to construct and maintain the before mentioned Reservoir or Tank and to lay and maintain the Gas and Water pipes in the positions in which the same respectively shall in accordance with this Agreement have been laid in and under any open lands of the said Forest at the yearly rent of One pound. Such Lease and License shall be respectively prepared by the Solicitor to the said Commissioner or Commissioners and the Lease and License shall be in the forms of the Drafts which have been signed by Joseph Strutton Lobb on behalf of the Company and deposited in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues and the said yearly rents shall commence and shall be payable as in the said forms respectively mentioned.

8. The Company shall accept such lease and license as hereinbefore mentioned and shall when required execute the same and Duplicates thereof And also shall during the period which shall elapse between the date hereof and the grant of such lease and license respectively perform and observe the several covenants and conditions contained in the said forms respectively so far as they may be applicable and pay the said yearly rents in the same way in all respects as if a lease and license in these forms had been granted to them and in case of default in payment of either rent or any part thereof for 20 days the said Commissioner or Commissioners may recover the same and also all expenses by distress upon and sale of any goods chattels machinery and effects of the Company wherever the same may be found.
9. The Company shall not require any Title to be shewn to the land agreed to be demised as aforesaid nor any evidence of the Commissioners power to grant such license as aforesaid.
10. All costs charges and expenses which have been or which may be incurred by Her Majesty Her Heirs or Successors or the said Commissioner or Commissioners including the charges of any Engineer or Surveyor who may be employed by her him or them in relation to any of the matters hereinbefore mentioned or in any manner relating to the Works of the Company or consequent upon or arising out of the application for the said Provisional Order and also the sum of Ten pounds ten shillings

being the Office charges for this Agreement and the said Lease and License shall be paid by the Company.

- 11 In case the Company shall make default in the performance of any of the stipulations on their part herein contained it shall be lawful for Her Majesty Her Heirs and Successors or the said Commissioner or Commissioners to re-enter into and upon and retain possession of the premises hereby agreed to be demised and of all such Works buildings and materials as may then be found thereon for the absolute use of Her Majesty Her Heirs and Successors and thereupon all right of the Company to execute or enjoy any of the works and liberties hereinbefore mentioned upon or under any open lands of the said Forest and also the rights of the Company under this agreement shall cease and determine.
- 12 These presents shall not in anywise operate as or be construed into a demise at law but shall only give the Company a right to enter on the lands before mentioned for the purpose of executing the several works and matters hereinbefore specified.
- 13 This agreement shall be subject so far as regards the engagement on the part of the said George Culley to grant the said lease to the approval of the Lords Commissioners of Her Majesty's Treasury. In witness whereof the said George Culley has hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.
- The Seal of the Company was hereunto
affixed in the presence of
- | | | |
|------------------|---|-----------|
| William Jullings | } | Directors |
| John B. Lewis | | |
| J. S. Lobb | | Secretary |

Seal