

139.
Culling Char. Smith
Esq. and others
to
The King's most
Excellent Majesty

Bargain and Sale of a Messuage or Tenement called the
Wheat Sheaf Inn, with 2 Globes of Land situate on Virginia
Water Heath, in the Parish of Egham, Com: Surrey.

This Indenture made the second day of November One
thousand eight hundred and twenty four Between Keith Barnes of
Kingspole Street-Cavendish Square in the County of Middlesex Gentleman
in whom part of the ground and hereditaments hereinafter particularly
mentioned and described and intended to be hereby bargained and sold is
vested in trust for Culling Charles Smith of Westworlts in the Parish of
Egham in the County of Surrey Esquire of the first part the said Culling
Charles Smith of the second part John Ramsbottom the younger
James Hinton Baverstock and William Legh all of New
Windsor in the County of Berks Brewers of the third part Edward
Smith of New Windsor aforesaid Gentleman of the fourth part The
Right Honorable Charles Arbuthnot William Daeres
Adams and Henry Dawkins Esquires the Commissioners of His
Majesty's Woods, Forests and Land Revenue of the fifth part and The Kings
Most Excellent Majesty of the sixth part Whereas by an Indenture
bearing date the twenty fifth day of July One thousand eight hundred and
eighteen made between the said Culling Charles Smith of the first part the
said John Ramsbottom the younger James Hinton Baverstock and William
Legh of the second part and the said Edward Smith a trustee on behalf
of the said John Ramsbottom James Hinton Baverstock and William
Legh of the third part It is Witnessed that in consideration of one
thousand five hundred pounds to the said Culling Charles Smith and by
the said John Ramsbottom and James Hinton Baverstock and William
Legh the said Culling Charles Smith in exercise of the power in him
vested by certain therein recited Indenture of lease and release of the
twenty fourth and twenty fifth days of March One thousand eight hundred
and eight at the request and by the direction of the said John Ramsbottom
James Hinton Baverstock and William Legh did irrevocably direct limit
and appoint that the messuage or tenement buildings land and hereditaments
hereinafter more particularly described with the appurtenances should
thereforth remain and continue and be unto the said Edward Smith
his executors administrators and assigns for the term of one thousand years
from the day next before the day of the date of the now reciting Indenture
without impeachment of Waste In trust nevertheless as hereinafter mentioned
and subject to a proviso hereinafter contained for determining the said
term And it is by the now reciting Indenture further Witnessed that for

The consideration therein mentioned the said Calling Charles Smith at the request and by the direction of the said John Rambottom James Hinton Baverstock and William Leigh did grant bargain sell and demise unto the said Edward Smith his executors admors and assigns the said mesuage or tenement land and hereditaments thereinbefore and hereinafter particularly mentioned and described and intudes to be hereby bargained and sold with the appurtenances To hold the same unto the said Edward Smith his executors administrators and assigns for the term of one thousand years from the day next before the day of the date of the now reciting Indenture without impeachment of waste In trust nevertheless for the only benefit of the said John Rambottom James Hinton Baverstock and William Leigh their executors administrators and assigns and to be assigned and disposed of as they should direct Subject to a Proviso for redemption of the same premises on payment by the said Callen Charles Smith his heirs executors administrators or assigns unto the said John Rambottom James Hinton Baverstock and William Leigh their executors administrators or assigns of the sum of one thousand five hundred pounds and interest at five per cent on the day and time therein mentioned **And whereas** by an Act of Parliament made and passed in the fifty seventh year of the reign of His late Majesty King George the third intituled "An Act for ratifying Articles of Agreement entered into by the Right Honorable Henry Hall Viscount Gage and the Commissioners of His Majesty's Woods Forests and Land Revenue and for the better management and improvement of the Land Revenues of the Crown" It is amongst other things Enacted that it should be lawful for the Commissioners of His Majesty's Woods Forests and Land Revenues for the time being from time to time as advantageous purchases might arise or occur by and with the consent and approbation of the Lord High Treasurer or Commissioners of the Treasury for the time being or any three of them to contract for and purchase for and on behalf of his Majesty and his heirs or successors any estates manors lordships mesuages lands tenements or hereditys in fee simple or any copyhold lands or hereditaments which could be procured on fair and reasonable terms situate and lying contiguous or near to any of the Royal forests or any extensive estates then already forming part of the possessions of the Crown and which from their situation or other circumstances might be conveniently placed wholly or principally under the management of the officers or agents having then already the care of such forests or other estates of the Crown under the superintendance and control

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Cutting Charles Smith
& others

to
His Majesty.

of the Commissioners for the time being of His Majesty's Woods Forests and
land revenue and which on those accounts or for any other reason should
in their judgment be desirable to be purchased for and on the behalf of his
Majesty his heirs or successors and all such estates manors lordships
messuages lands tenements and hereditaments so to be purchased as well as
the manors lordships messuages lands tenements and hereditaments
comprized in the thereinbefore recited Articles of Agreement should on the
completion of the respective purchases thereof become part of the land revenues
of the Crown within the ordering and survey of the Exchequer in England
and should be settled and administered to the same uses and in the
same manner as such land revenues then were or thereafter might be
settled and administered. **And whereas** the said messuage or

tenement pieces or parcels of land hereinafter particularly mentioned and
described and intended to be hereby granted bargained and sold being
contiguous to Windsor Great Park in the County of Berks the property of the
Kings Majesty in right of his Crown and being from their situation and
other circumstances desirable to be purchased for the improvement of the
said Park the said Charles Arbuthnot William Dacres Udauns and
Henry Dawkkins have for and on behalf of the Kings Majesty with the
consent and approbation of the Lords Commissioners of His Majesty's
Treasury testified in writing by their Warrant bearing date the first day
of November instant contracted and agreed with the said Cutting Charles
Smith for the absolute purchase of the said messuage or tenement pieces
or parcels of land and hereditaments free from all incumbrances at or
for the price or sum of five thousand pounds. **And whereas**

there is now due and owing to the said John Ramsbottom James
Hutton Baverstock and William Leigh upon or by virtue of the said
recited Mortgage security the said sum of One thousand five hundred
pounds all interest for the same having been paid and discharged up
to the day of the date of these presents which they do hereby acknowledge

And whereas the said Cutting Charles Smith being desirous of paying
off and discharging the said sum of One thousand five hundred pounds
so due and owing upon or by virtue of the said recited Mortgage security
out of the said sum of five thousand pounds the purchase money as
aforesaid hath applied to and requested the said John Ramsbottom James
Hutton Baverstock and William Leigh to accept and take the sum of
One thousand five hundred pounds in full satisfaction and discharge

of the said recited Mortgage which they have consented and agreed to do
 Now this Indenture **Witnesseth** that in pursuance and part
 performance of the said Contract and Agreement and in consideration of
 the sum of One thousand five hundred pounds of lawful money of Great
 Britain at the request and by the direction of the said Culling Charles
 Smith testified by his being a party to and sealing and delivering these
 presents to the said John Ramsbottom James Hinton Baverstock and William
 Legh in hand well and truly paid by the said Charles Arbuthnot
 William Dacres Adams and Henry Dawkins for and on behalf of the
 Kings Majesty at or before the sealing and delivery of these presents the
 receipt of which said sum of One thousand five hundred pounds in full
 payment and satisfaction of all principal interest and other monies now
 due to them upon or in respect of the said hereinbefore in part recited
 mortgage security the said John Ramsbottom James Hinton Baverstock
 and William Legh do hereby expressly acknowledge and of and from the
 same and every part thereof do acquit release exonerate and for ever
 discharge the Kings Majesty his heirs and successors and also the said
 Charles Arbuthnot William Dacres Adams and Henry Dawkins and Culling
 Charles Smith and every of them for ever by these presents And also in
 consideration of the sum of ten shillings of like lawful money to the said
 Edward Smith also paid by the said Charles Arbuthnot William Dacres
 Adams and Henry Dawkins as such Commissioners as aforesaid at or
 before the sealing and delivery of these presents the receipt whereof is hereby
 also acknowledged by the said Edward Smith (at the request and by the
 direction and appointment of the said John Ramsbottom James Hinton
 Baverstock William Legh and Culling Charles Smith testified by their
 being parties to and signing these presents **Hath** bargained sold and
 assigned surrendered and yielded up and by these presents **Doth**
 bargain sell and assign surrender and yield up And the said James
 Ramsbottom James Hinton Baverstock and William Legh **Have** and
 each and every of them **Hath** bargained sold assigned transferred set
 over ratified and confirmed And by these presents **do** and each and
 every of them **doth** bargain sell assign transfer set over ratify and
 confirm unto the Kings Majesty his heirs and successors **All** that and
 those the said messuages or tenements pieces or parcels of land and
 hereditaments and all and singular other the premises comprized in the
 said hereinbefore in part recited Indenture and thereby granted and

Edward Smith
 & others

to

His Majesty

Demised to the said Edward Smith his executors administrators and assigns for the said term of one thousand years as hereinbefore is mentioned with all and singular the rights members and appurtenances to the same premises belonging And all the estate right title interest term and terms for years now to come and unexpired trust property possession claim and demand whatsoever both at law and in Equity or otherwise howsoever of them the said Edward Smith John Ramsbottom James Hinton Baverstock and William Legh respectively under or by virtue of the said hereinbefore in part recited Indenture in to out of or respecting the said premises (to the end intent and purpose that the residue or remainder which is now to come and unexpired of the said term of one thousand years therein may henceforth by way of surrender release of right or otherwise be and become consolidated with and merged and extinguished in the fee simple and inheritance of the hereditaments hereafter by these presents bargained sold and conveyed to the Kings Majesty his heirs and successors and to this further intent and purpose that until the said term shall be so merged and extinguished the said Edward Smith his executors and administrators shall and may remain and continue possessed of and interested in the same in trust to attend the fee simple reversion and inheritance of the said premises to and for the use and benefit of the Kings Majesty his heirs and successors forever And the said Edward Smith for himself severally and for his own acts and deeds only and the said John Ramsbottom James Hinton Baverstock and William Legh for themselves their heirs executors and administrators do hereby covenant and declare with and to the Kings Majesty his heirs and successors by these presents in manner following (that is to say) that they the said Edward Smith John Ramsbottom James Hinton Baverstock and William Legh have not nor hath any or either of them at any time or times heretofore made done executed committed or knowingly omitted suffered or occasioned any act deed matter or thing whatsoever wholly or by means whereof the said messuages or tenement pieces or parcels of land hereditaments and premises hereby assigned or intended so to be or any part or parcel thereof or the said in part recited Indenture of demise or the said term of one thousand years thereby granted are or shall or may be forfeited vacated or become void or voidable or otherwise impeached charged incumbered or prejudiced affected in any manner howsoever And this Indenture further witnesseth that

in pursuance and further performance of the said recited Contract and Agreement and in consideration of the sum of one thousand five hundred pounds so paid by the said Charles Arbutnot William Dacres Adams and Henry Dawkins to the said John Ramsbottom James Hinton Baverstock and William Ligh as aforesaid and also for and in consideration of the further sum of three thousand five hundred pounds of like lawful money of Great Britain being the residue of the said purchase money or sum of five thousand pounds to the said Cutting Charles Smith in hand received and truly paid by the said Charles Arbutnot William Dacres Adams and Henry Dawkins as such Commissioners as aforesaid on behalf of his Majesty at or before the sealing and delivering these presents the receipt of which said sum of three thousand five hundred pounds and the payment of the said sum of one thousand five hundred pounds as aforesaid making together the said sum of five thousand pounds being in full for the absolute purchase of the said messuage or tenement pieces or parcels of land and hereditaments hereinafter granted bargained and sold or mentioned or intended so to be to the said Cutting Charles Smith doth hereby admit and acknowledge and thereof and therefrom and of and from the same and every part thereof doth acquit release and discharge the said Charles Arbutnot William Dacres Adams and Henry Dawkins their heirs executors and administrators and also the Kings Majesty his heirs and Successors and every of them for ever by these presents and also for and in consideration of the sum of ten shillings of like lawful money to the said Keith Barnes in hand also paid by the said Charles Arbutnot William Dacres Adams and Henry Dawkins on behalf of His Majesty at or before the sealing and delivering these presents the receipt whereof is hereby also acknowledged by the said Keith Barnes according to his estate and interest in the said messuage or tenement pieces or parcels of land and hereditaments herein after particularly mentioned and described and intended to be hereby granted bargained and sold or intended so to be but not further or otherwise and at the nomination and appointment as well of the said Charles Arbutnot William Dacres Adams and Henry Dawkins as of the said Cutting Charles Smith testified by their being parties to and sealing and delivering these presents Hath bargained and sold and by these presents doth bargain and sell and the said Cutting Charles Smith Hath granted bargained and sold ratified and confirmed and by these presents doth grant bargain and sell ratify and confirm unto the Kings Majesty his heirs and Successors All that messuage tenement or Inn situate and being on a certain heath called Virginia Water heath in the parish of Egham in the said County of Surrey

Culling Charles Smith
By Attorn

to
His Majesty.

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and called or known by the name or sign of the Wheat sheaf fronting the Kings Highway leading from Egham to Bagshot towards the South with the yard garden outhouses edifices buildings and appurtenances thereto adjoining and belonging And also all that piece or parcel of meadow or pasture land lying on the North side of and adjoining the garden of the said messuage and containing by estimation two acres or thereabouts be the same more or less And also all that piece or parcel of freehold land situate near Virginia Water awarded to the said Culling Charles Smith by the Commissioners named and appointed in and by a certain Act of Parliament made and passed in the fifty fourth year of the reign of His late Majesty King George the third intituled "An Act for inclosing lands in the parish of Egham in the County of Surrey" containing three fords and twenty four perches numbered 72 on the plan annexed to the Award of the said Commissioners bounded on the South by the Great Western Road on the West by the premises of the Wheat Sheaf Inn on the North by Windsor Great Park and on the East by land awarded to His Majesty which said messuage or tenements pieces or parcels of land and hereditaments are now in the occupation of _____ and are more particularly delineated and described in the map or plan thereof drawn in the margin of these presents or hereunto annexed Together with all and singular houses outhouses edifices buildings ways paths passages hedges ditches mounds fences trees woods underwoods and the ground and soil thereof commons and common of pasture waters watercourses liberties profits privileges commodities emoluments advantages hereditaments and appurtenances whatsoever to the said messuage or tenement pieces or parcels of land and hereditaments hereinbefore granted bargained and sold or mentioned and intended so to be or any part thereof belonging or in any wise appertaining or accepted reputed deemed taken or known as part parcel or member thereof And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and of every part thereof And all the estate right title interest inheritance use trust property possibility claim and demand whatsoever both at law and in equity of them the said Keith Barnes and Culling Charles Smith and each of them of in to out of and from the said hereditaments and premises and every part and parcel thereof And also all deeds evidences and writings now in the custody or power of the said Keith Barnes and Culling Charles Smith or either of them or which they or either of them can procure without suit at law or in Equity which relate to or concern

the said messuage or tenement pieces or parcels of land and premises
 hereinbefore granted bargained and sold solely or jointly with any other
 hereditaments of inferior value save and except the Indenture herein
 after covenanted to be produced **To have and to hold** the said
 messuage or tenement pieces or parcels of land hereditaments and all
 and singular other the premises hereinbefore granted bargained and
 sold or mentioned or intended so to be with the appurtenances unto the
 Kings Majesty his heirs and successors **To the only proper Use and**
behooof of the Kings Majesty his heirs and successors for ever freed and
 absolutely discharged of and from the said mortgage money or sum of
 One thousand five hundred pounds and all interest due in respect
 thereof **And** the said Keith Barnes doth hereby for himself his heirs execs
 and admors covenant declare and agree to and with the Kings Majesty
 his heirs and successors in manner following (that is to say) that he the
 said Keith Barnes hath not at any time or times heretofore made done
 committed or executed or willingly or knowingly suffered any act deed
 matter or thing whatsoever whereby or by reason or means whereof the said
 messuage or tenement pieces or parcels of land hereditaments and premises
 hereinbefore granted bargained and sold or mentioned or intended so to
 be or any part thereof are or can shall or may be in any ways
 impeached charged or incumbered in title charge Estate or otherwise
 howsoever **And** the said Culling Charles Smith doth hereby for himself
 his heirs execs and admors covenant promise and agreed with and to the
 Kings Majesty his heirs and successors in manner following (that is to say)
 that for and notwithstanding any act deed matter or thing whatsoever by
 him the said Culling Charles Smith made done committed or executed or
 knowingly or willingly suffered to the contrary they the said Keith Barnes and
 Culling Charles Smith or one of them now at the time of the sealing and
 delivery of these presents are and stand or is and stands lawfully and
 rightfully seized of and in the said messuage or tenement pieces or
 parcels of land hereditaments and premises hereby granted bargained and sold
 or mentioned or intended so to be with the appurtenances of and for a
 good sure absolute and indefeasible estate of inheritance in fee simple free
 from all incumbrances except as appears herein without any condition
 limitation of use or uses or other restraint matter cause or thing
 whatsoever to alter abridge determine or defeat the same And that for
 and notwithstanding any such act deed matter or thing as aforesaid
 (except as aforesaid) they the said Keith Barnes and Culling Charles Smith
 or one of them now have or hath in themselves or himself good right full

Culling Char. Smith
Esq. & others

to

His Majesty.

power and lawful and absolute authority to grant bargain and sell the said mesuage or tenement and pieces or parcels of land hereditaments and all and singular other the premises herebefore granted bargained and sold or mentioned and intended so to be with their and every of their appurtenances unto and to the use of the Kings Majesty his heirs and successors in manner aforesaid and according to the true intent and meaning of these presents And further that it shall and may be lawful to and for the Kings Majesty his heirs and successors from time to time and at all times hereafter peaceably and quietly to have hold use occupy possess and enjoy the said mesuage or tenement pieces or parcels of land hereditaments and premises herebefore granted bargained and sold or mentioned or intended so to be and to have receive and take the rents issues and profits thereof without the lawful let suit trouble denial interruption victor or molestation whatsoever of from or by the said Culling Charles Smith or his heirs or any person or persons whomsoever having or lawfully claiming or who shall or may have or lawfully claim any estate right title use trust or interest of in to or out of the said premises or any part or parcel thereof by from through under or in trust for him them or any of them And that free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged or otherwise by the said Culling Charles Smith his heirs executors and administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other gifts grants bargains sales leases mortgages jointures dowers right and title of dower uses trusts wills entails rents and arrears of rent statutes judgments recognizances extents executions estates titles doubts charges and incumbrances whatsoever made done committed occasioned or suffered by the said Culling Charles Smith or his heirs or any person or persons whomsoever lawfully claiming or to claim by from through under or in trust for him them or any of them save and except a certain Indenture of lease bearing date the twenty fifth day of March One thousand eight hundred and ~~twenty~~^{eighteen} whereby the said Culling Charles Smith did demise and lease the said mesuage or tenement pieces or parcels of land and premises herebefore particularly mentioned and described and intended to be hereby granted bargained and sold with the appurtenances unto the said John Ramsbottom James Hinton Baverstock and William Ligh their executors administrators and assigns from the fifth day of March then instant for the term of twenty one years determinable as therein is mentioned at and under the

yearly rent of one hundred and ten pounds And lastly that he the said Culling Charles Smith and his heirs and all and every other person or persons whomsoever having lawfully or equitably claiming or who shall or may hereafter have or lawfully or equitably claim any estate right title or interest of in to or out of the said messuages or tenements pieces or parcels of land and hereditaments hereinbefore granted bargained and sold or mentioned or intended so to be or any part thereof by from thro' under or in trust for the said Culling Charles Smith his heirs or assigns excepting under or by virtue of the said Indenture of Lease of the twenty fifth day of March one thousand eight hundred and eighteen shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges of the Kings Majesty his heirs and Successors make do acknowledge levy suffer and execute or cause and procure to be made done acknowledged levied suffered and executed all and every such further and other lawful and reasonable acts deeds conveyances and assurances in the law whatsoever for the further better more perfectly and absolutely conveying and assuring the said messuage or tenement pieces or parcels of land hereditaments and premises hereinbefore granted bargained and sold or mentioned or intended so to be unto the Kings Majesty his heirs and Successors as by the Kings Majesty his heirs and Successors or by the Commissioners for the time being of His Majesty's Woods Forests and Land Revenues or his or their Council learned in the Law shall be reasonably devised or advised and required

And that he the said Culling Charles Smith his executors administrators or assigns (unless hindered or prevented by fire or some other inevitable accident) shall and will at any time or times and from time to time hereafter on every reasonable request in writing of the Commissioners for the time being of His Majesty's Woods forests and Land revenues or of the Surveyor General of the Land Revenues of the Crown for the time being for or on the behalf of the Kings Majesty his heirs and Successors and at the costs and charges in all things of his said Majesty his heirs or Successors produce and shew forth or cause or procure to be produced and shewn forth unto the Kings Majesty his heirs or Successors or to the said Commissioners or Surveyor General or to any person or persons whom he or they shall direct or appoint or to or before any Court or Courts of law or equity or at or upon any trial or trials hearing or hearings Commission or Commissions for the examination of Witnesses or otherwise as occasion

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Cutting Cha^t Smith
Esq^r & others

to
His Majesty.

shall be and require certain indentures of lease and release bearing date respectively the twenty fourth and twenty fifth days of March one thousand eight hundred and eight the release being made between John Atkins the elder of the first part the said Cutting Charles Smith of the second part and William Clark of the third part whole sale and of face uncancelled and unobliterated for the proof manifestation support and defence of the title of the King's Majesty his heirs and successors in or to the said messuage or tenement pieces or parcels of land hereditaments and premises herebefore granted bargained and sold to him and them as aforesaid And also that he the said Cutting Charles Smith his heirs executors or administrators shall and will from time to time on the like request and at the like costs and charges give or deliver to the King's Majesty his heirs or successors or to the said Commissioners or Surveyor General for the time being one or more fair true and attested Copy or Extract or Copies or Extracts of and from the same deeds and writings respectively or either of them and permit and suffer such Copies and Extracts respectively to be examined and compared with the originals thereof either by the said Commissioners or Surveyor General or by any person or persons whom they or he shall appoint in writing under his or their hand or hands for that purpose **In Witness** the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Keith Barnes (S^r) - Cutting Cha^t (S^r) Smith -
John (S^r) Ramsbottom Jun^r - James Hinton (S^r) Baverstock -
Will^m (S^r) Legh - Edw^d (S^r) Smith - W^m Dacres (S^r) Adams -
Henry (S^r) Dawkins -

Received on the day and year first within written of and from the within named Charles Arbuthnot William Dacres Adams and Henry Dawkins the sum of One thousand five hundred pounds being the consideration money within expressed to be paid by them to us

£. 1500.

Witness
J^m Miller
Hindsor Jun^r

John Ramsbottom Jun^r
James Hinton Baverstock
Will^m Legh.

Received on the day and year first within written of and from the within named Charles Arbuthnot William Dacres Adams and Henry Dawkins the sum of three thousand five hundred pounds being the consideration money within expressed to be paid by them to me.

£. 3500.

Witness
Charles Lee
James W. Lyon

Cutting Cha^t Smith

Signed sealed and delivered by the within named, pulling Charles
Smith in the presence of

Charles Lee. No. 111 Regent Street,
James W. Lyon. 72 Great Russell Street,

Signed sealed and delivered by the within named Keith
Barnes in the presence of

William Charlton
No. 45 Salisbury Square London,

Signed sealed and delivered by the within named John
Ramsbottom the younger James Hinton Bawestock William Leigh
and Edward Smith in the presence of

Jno Miller. Windsor Court,

Signed sealed and delivered by the within named William
Dacres Adams and Henry Dawkins in the presence of

A. Milne.

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March one
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Smith of the
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support and
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Charles Smith
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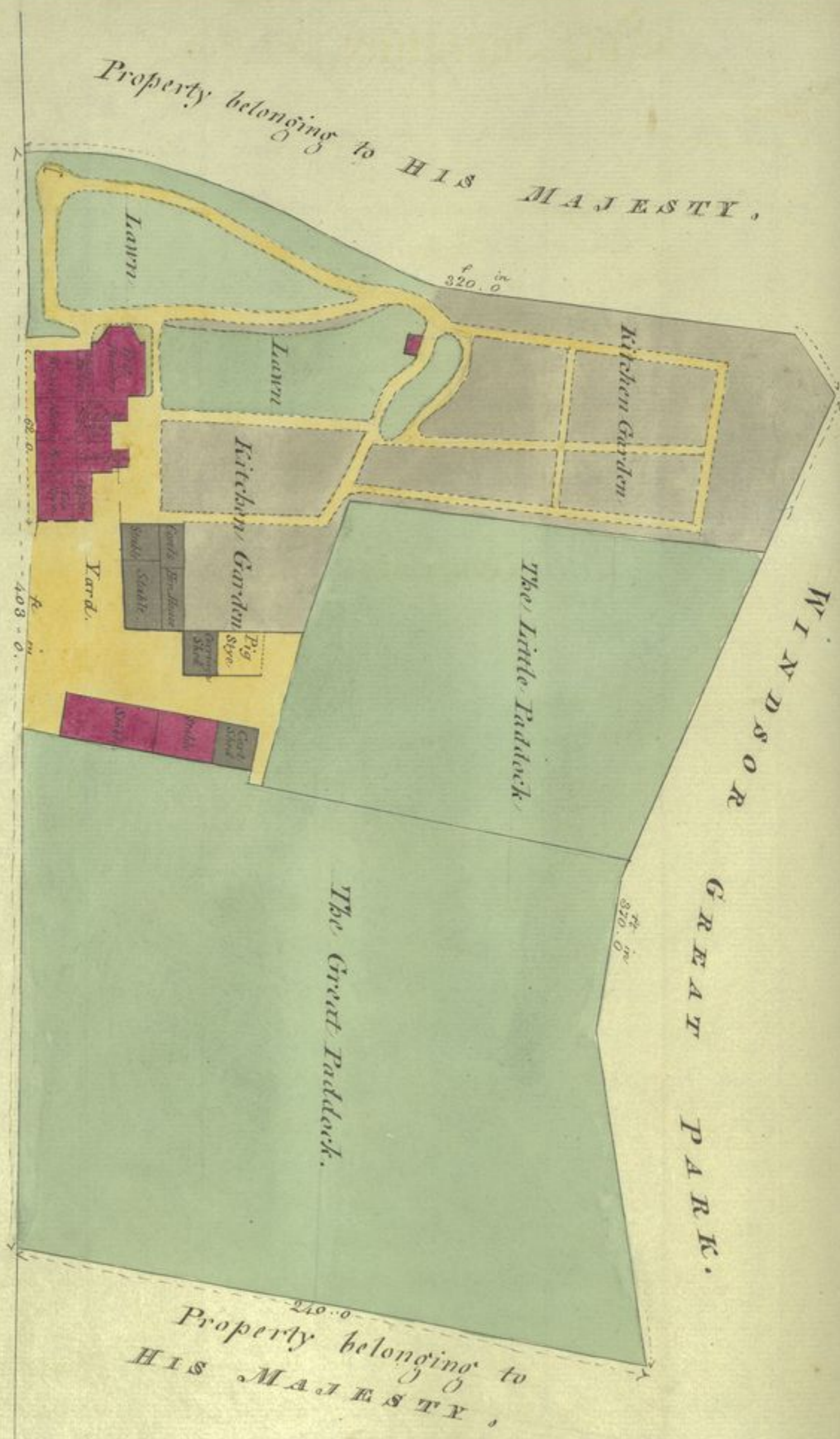
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From Chertsey



W. J. ... and his ...

W. King's ...

Burgain ... of a piece ... of ... at ... with the ... of ...

Dated 5th ... 187...

This Indenture made the fifth day of November in the fifth year of the Reign of our Sovereign Lord George the fourth by the Grace of God of the united Kingdom of Great Britain and Ireland King Defender of the faith And in the year of our Lord one thousand eight hundred and twenty four Between Thomas Blatherwick of Fareham in the County of Southampton Surgeon (in whom the piece or parcel of land or ground and hereditaments hereinafter particularly mentioned and described and intended to be hereby bargained and sold are vested in trust for Joseph Paddon of Fareham in the County of Southampton Gentleman) of the first part the said Joseph Paddon of the second part The Right Honorable Charles Arbuthnot William Dacres Adams and Henry Dawkins Esquires the Commissioners of His Majesty's Woods Forests and Land Revenues) of the third part and The King's Most Excellent Majesty of the fourth part

Whereas by an Act of Parliament made and passed in the fifty seventh year of the reign of His late Majesty King George the third intituled "An Act for ratifying Articles of Agreement entered into by the Right Honorable Henry Hall Viscount Gage and the Commissioners of His Majesty's Woods Forests and Land Revenues and for the better management and improvement of the Land revenues of the Crown" It is amongst other things Enacted that it should be lawful for the Commissioners of His Majesty's Woods Forests and Land Revenues for the time being from time to time as advantageous purchases might arise or occur by and with the consent and approbation of the Lord High Treasurer or Commissioners of the Treasury for the time being or any three of them to contract for and purchase for and on behalf of His Majesty his heirs or successors any estates manors lordships messuages lands tenements or hereditaments in fee simple or any copyhold lands or hereditaments which could be procured on fair and reasonable terms situate and lying contiguous or near to any of the Royal Forests or any extensive estate already forming part of the possessions of the Crown and which from their situation or other circumstances might be conveniently placed wholly or principally under the management of the Officers or Agents having already the care of such forests or other estates of the Crown under the superintendance and control of the Commissioners for the time being of His Majesty's Woods Forests and Land Revenues and which on those accounts or for any other reason should in their judgment be desirable to be purchased for and on the behalf of His Majesty his heirs or successors

W. Joseph Paddon and his Trustees

The King's Most Excellent Majesty

Bargain & Sale of a piece or parcel of Land at Southampton in the County of Southampton

Dated 5th Nov. 1824

WINDSOR

Mr. Joseph Paddon
 His Trustee
 to
 His Majesty

and all such estates manors lordships mesuages lands tenements and hereditaments so to be purchased as well as the said manors lordships mesuages lands tenements and hereditaments comprized in the therein recited Articles of Agreement should on the completion of the respective purchases thereof become part of the Said Revenues of the Crown within the ordering and survey of the Exchequer in England and should be settled and administered to the same uses and in the same manner as such land revenues then were or thereafter might be settled and administered **And whereas** the piece or parcel of land or ground hereinafter particularly mentioned and described and hereby bargained and sold or mentioned or intended so to be with the appurtenances lying contiguous to His Majesty's Royal Forest of Bere in the said County of Southampton and being from its situation and other circumstances desirable to be purchased for and on the behalf of the Kings Majesty the said Charles Arbuthnot William Dacres Adams and Henry Dawkins have for and on behalf of the Kings Majesty with the consent and approbation of the Lords Commissioners of His Majesty's Treasury (testified in writing by their Warrant bearing date the tenth day of March one thousand eight hundred and twenty four) contracted and agreed with the said Joseph Paddon for the absolute purchase of the fee simple and inheritance of and in the said piece or parcel of land or ground (free from all incumbrances) at or for the price or sum of four hundred and ten pounds **Now** this Indenture **Witnesseth** that in pursuance and performance of the said recited Contract and Agreement and for and in consideration of the said sum of four hundred and ten pounds of lawful money of Great Britain in hand well and truly paid by the said Charles Arbuthnot William Dacres Adams and Henry Dawkins as such Commissioners as aforesaid for and on behalf of His Majesty to the said Joseph Paddon at or before the sealing and delivery of these presents (the receipt of which said sum of four hundred and ten pounds in full for such purchase as aforesaid he the said Joseph Paddon doth hereby acknowledge and thereof and thereupon and of and from the same and every part thereof doth acquit release and discharge the said Charles Arbuthnot William Dacres Adams and Henry Dawkins their executors administrators and assigns and also the Kings Majesty his heirs and successors and every of them for ever by these presents) And also for and in consideration of the sum of ten shillings of like lawful money to the said Thomas Blatherwick in hand also paid by the said Charles Arbuthnot William Dacres Adams and Henry Dawkins on behalf

of His Majesty at or before the sealing and delivering these presents the receipt whereof is hereby also acknowledged At the said Thomas Blatherwick (at the request and by the direction of the said Joseph Paddon and on the appointment of the said Charles Arbuthnot William James Adams and Henry Dawkins as such Commissioners as aforesaid testified by his being a party to and sealing and delivering these presents Hath bargained and sold and by these presents Doth bargain and sell And the said Joseph Paddon Hath granted bargained sold ratified and confirmed And by these presents Doth grant bargain sell ratify and confirm unto the Kings Majesty his heirs and Successors **¶** That piece or parcel of land or ground situate lying and being in the Parish of Boarhunt in the County of Southampton heretofore containing by estimation thirteen acres one rood and thirty five perches but by a recent admeasurement thirteen acres three roods and eleven perches more or less heretofore parcel of the Forest of Bere in the said County of Southampton which was allotted and awarded unto and for John Selous Esquire in lieu of his common rights in and over the said forest by the Commissioners appointed by the Act of Parliament for enclosing the same which said piece or parcel of land and premises are now or late were in the occupation of the said Joseph Paddon and the abutts boundaries and divisions thereof are more particularly delineated and described in the map or plan thereof hereto annexed Together with all and singular trees woods underwoods and the ground and soil of the same ways watercourses rivers ditches drains mines dells quarries commons common of pasture and turbarry hedges fences liberties easements profits privileges rights royalties members and appurtenances whatsoever to the said piece or parcel of land or ground hereditaments and premises hereinbefore mentioned and described and intended to be hereby bargained and sold or any part thereof belonging or in any wise appertaining or therewith or with any part thereof held used occupied or enjoyed or accepted reputed deemed taken or known as part parcel or member thereof or as appurtenant thereto And the Reversion and reversions remainder and remainders yearly and other rents issues and profits of all and singular the said piece or parcel of land or ground hereditaments and premises hereby granted bargained and sold or mentioned or intended so to be And all the estate right title interest inheritance use trust possession property claim and demand whatsoever both at law and in equity of them the said Joseph Paddon and Thomas Blatherwick and each of them of in to or out of the said piece or parcel of land or ground and hereditaments with the appurtenances And all deeds muniments or writings which relate to or concern the said hereditaments and premises solely or jointly with any other hereditaments

W. Jos. Paddon
His Trustee

to

His Majesty

of inferior value now in the custody of the said Joseph Paddon and Thomas Blatherwick or either of them or which they or either of them can obtain without suit **To have and to hold** the said piece or parcel of land or ground and all and singular other the hereditaments and premises hereby bargained and sold or mentioned or intended so to be and every part and parcel thereof with their and every of their appurtenances unto the Kings Majesty his heirs and successors **To** the only proper use and behoof of the Kings Majesty his heirs and successors for ever **And** the said Thomas Blatherwick doth hereby for himself his heirs executors and administrators covenant declare and agree to and with the Kings Majesty his heirs and successors in manner following (that is to say) That he the said Thomas Blatherwick hath not at any time heretofore made done committed or executed or willingly or knowingly suffered any act deed matter or thing whatsoever whereby or by reason or means whereof the said piece or parcel of land or ground hereditaments and premises hereinbefore granted bargained and sold or mentioned or intended so to be or any part thereof are or can shall or may be any wise impeached charged or incumbered in title charge estate or otherwise howsoever **And** the said Joseph Paddon for himself his heirs executors and administrators doth covenant promise and agree to and with the Kings Majesty his heirs and successors by these presents in manner following (that is to say) That for and notwithstanding any act deed matter or thing whatsoever by the said Joseph Paddon or any person or persons whomsoever claiming or to claim by from through under or in trust for him made done committed or executed or willingly or knowingly suffered to the contrary) they the said Joseph Paddon and Thomas Blatherwick or one of them now have or hath in themselves or himself good right full power and lawful and absolute authority to bargain sell and convey the said piece or parcel of land or ground hereditaments and premises hereinbefore bargained and sold or mentioned or intended so to be with the appurtenances unto the Kings Majesty his heirs and successors for ever in manner and form aforesaid and according to the true intent and meaning of these presents And also that for and notwithstanding any act such act deed matter or thing as aforesaid the Kings Majesty his heirs and successors shall and lawfully may from time to time and at all times hereafter peaceably and quietly enter into and upon have hold and enjoy the said piece or parcel of land or ground hereditaments and premises hereinbefore bargained and sold or mentioned or intended so to be

with the appurtenances and receive and take the rents issues and profits thereof and of every part thereof to and for his and their own use and benefit without any let suit trouble denial eviction ejection molestation or interruption of form or by the said Joseph Paddon or his heirs or any person or persons lawfully claiming or to claim any estate right title trust or interest of in to or out of the said premises or any part or parcel thereof by from or under or in trust for him them or any of them and that free and clear and fully and clearly and absolutely acquitted exonerated and discharged or otherwise by the said Joseph Paddon his heirs executors or administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other gifts grants bargains sales leases mortgages jointures dowers right and title of dower uses trusts wills entails recognizances judgments extents executions forfeitures seizures escheats rents arrears of rent annuities legacies debts sums of money and all other estates titles charges liens and incumbrances whatsoever had made done committed executed or suffered by him the said Joseph Paddon or any person or persons whomsoever lawfully or equitably claiming or to claim by from through or under or in trust for him or by or through his means default consent privity or procurement **And further** that he the said Joseph Paddon and his heirs and all and every person and persons whomsoever having or claiming or who shall or may have or claim any estate right title trust or interest whatsoever either at law or in equity of in to or out of the said piece or parcel of land or ground hereditaments and premises hereuntofore bargained sold and conveyed or mentioned or intended so to be or any part thereof with the appurtenances by from through under or in trust for him or them shall and will from time to time and at all times hereafter upon every reasonable request of the said Charles Arbuthnot William Dacres Adams and Henry Dawkins or the Commissioners for the time being of His Majesty's Woods Forests and Land Revenues and at the costs and charges of the Kings Majesty his heirs and successors make do perform acknowledge levy suffer and execute or cause or procure to be made done performed acknowledged levied suffered and executed all and every such further and other lawful and reasonable act and acts thing and things deeds devices conveyances and assurances in the law whatsoever either by fine common recovery release or confirmation or otherwise howsoever for the further better more perfectly and absolutely granting conveying and assuring the same piece or parcel of land or ground hereditaments and premises with their and every of their appurtenance unto the Kings Majesty his heirs and successors for ever in manner aforesaid or in such other manner as the Kings Majesty his heirs and successors or the

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Wm. Jos. Paddon
His Justice

to

His Majesty.

said Commissioners or the Commissioners for the time being of His Majesty's Woods Forests and Land Revenue or by any of His Majesty's Law Officers for the time being shall be reasonably devised or advised and required so as such further assurances or any of them do not contain or imply any further or other Warranty or Covenants than against the person or persons who shall be required to make or execute the same and his her or their own heirs executors and administrators acts and deeds only and so as the party or parties who shall be required to make and execute such further assurances be not compelled or compellable to go or travel from the place of his her or their respective abode for the doing thereof **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

T. Blatherwick (S) - J. Paddon (S) - C. Arbuthnot (S)
Henry (S) Dawkins.

Received on the day and year first within written
of and from the said Charles Arbuthnot William
Dacus Adams and Henry Dawkins the sum of } £
four hundred and ten pounds being the consideration } 410.
money within expressed to be paid by them to me

Witness

Jn: Paul.

J Paddon.

Signed sealed and delivered by the within named
Thomas Blatherstock and Joseph Paddon in the
presence of

Jn: Paul Clerk to W. Paddon

Signed sealed and delivered by the within named Charles
Arbuthnot William Dacus Adams and Henry Dawkins in
the presence of

W. D. White

Office of Woods Whitehall

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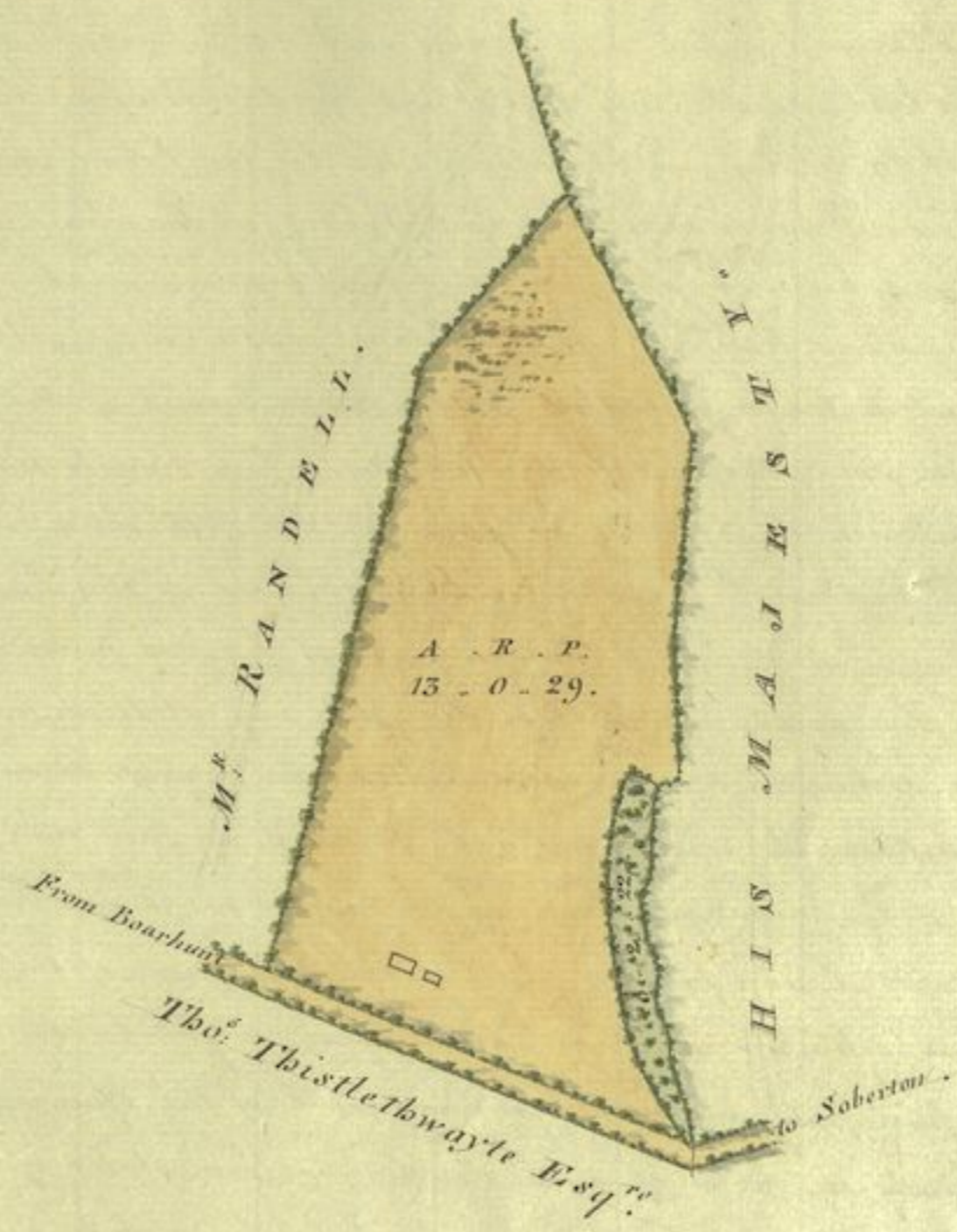
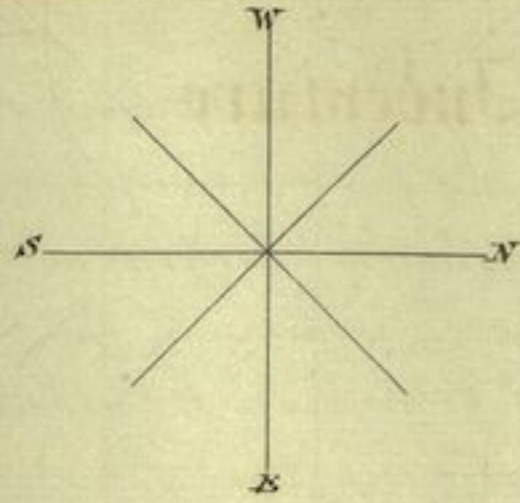
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