

New Forest

This Indenture

The Honble J^r Howard

to

J. Birt Esq.

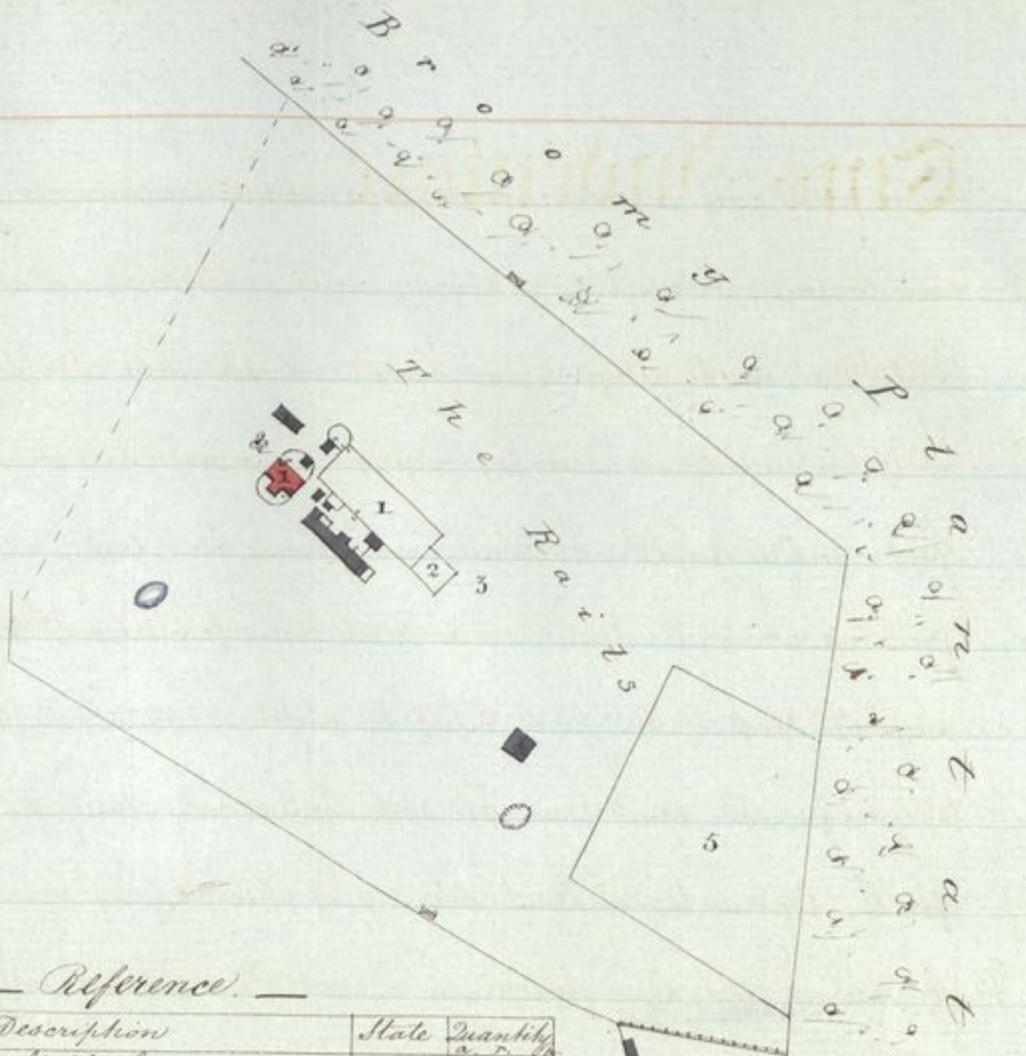
Lease

of a messuage or dwellinghouse called Broony Lodge & 25.2.12 of Middlesex

made the twentyfourth day of May One thousand eight hundred and fifty five Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard (the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (amongst other parts thereof) the Hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury) of the second part and Jacob Birt of No 30 Supper Gardens Hyde Park in the County of Middlesex Esquire of the third part Witnesseth that in consideration of the rents hereinafter reserved and of the Covenants hereinafter contained on the part of the said Jacob Birt his executors administrators and assigns to be paid observed and performed The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities in him vested or in any wise enabling him so to do Both for and on behalf of the Queens Majesty (by and with the consent and approbation of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under their hands) by these presents demise lease and to farm let unto the said Jacob Birt his executors administrators and assigns All that messuage tenement or dwellinghouse called or known as Broony Lodge with the Yards Gardens Orchards Stables Outhouses outbuildings and several pieces or parcels of Land thereto attached or belonging or appertaining situate in Broony Walk and being Extra-parochial in the New Forest in the County of Southampton containing by recent Admeasurement Twentyfive Acres two roods and twelve perches all of which said premises with the names state of cultivation and the respective quantities thereof are more particularly described in the Schedule hereunder written and are delineated on a plan thereof drawn in the margin of these Presents Together with all

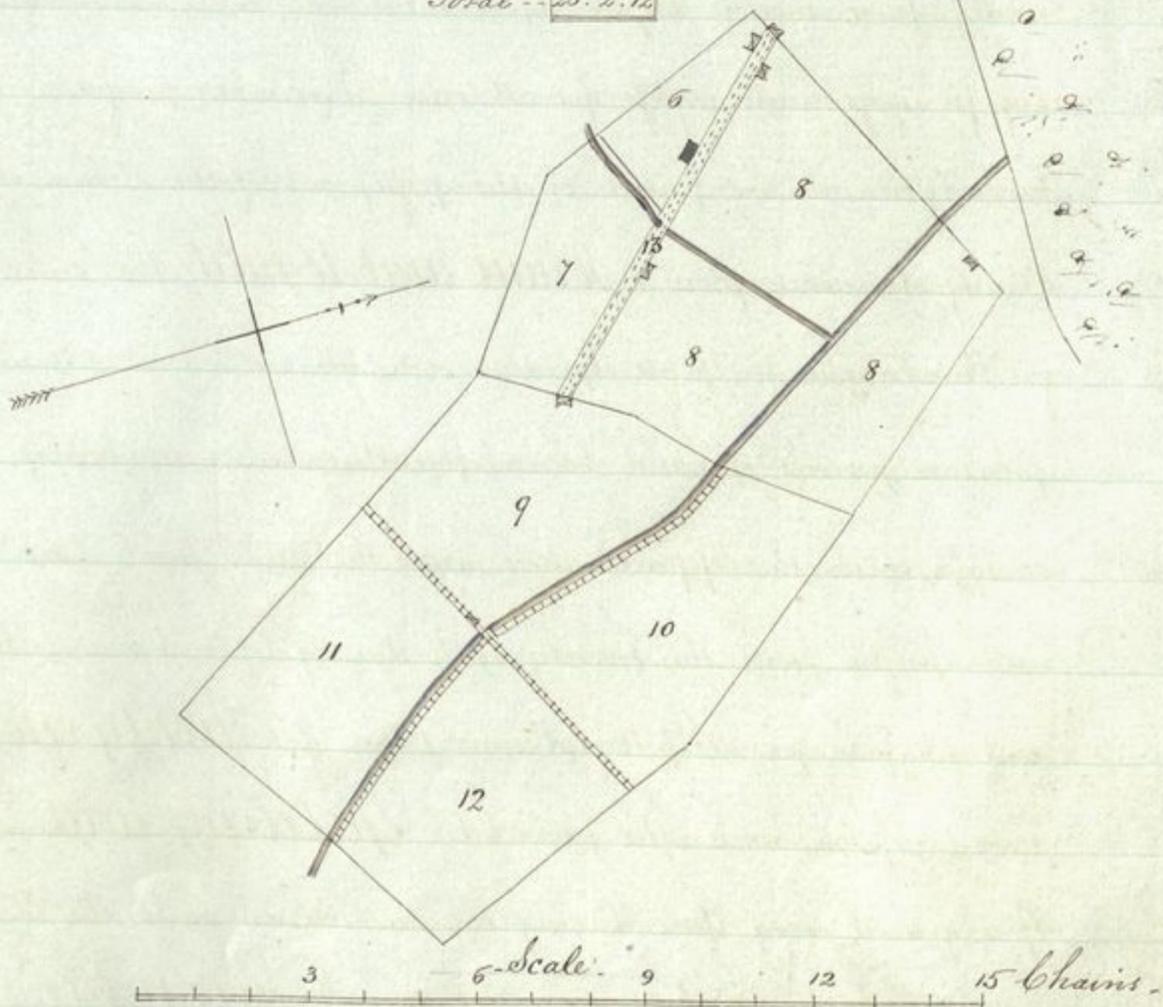
See L.A. D/p. 157. see lease L.A. 8/p. 120

of the said Jacob Birt his executors administrators and assigns to be paid observed and performed The said James Kenneth Howard as such Commissioner as aforesaid by virtue and in exercise of all powers and authorities in him vested or in any wise enabling him so to do Both for and on behalf of the Queens Majesty (by and with the consent and approbation of the Lords Commissioners of Her Majesty's Treasury signified by Warrant under their hands) by these presents demise lease and to farm let unto the said Jacob Birt his executors administrators and assigns All that messuage tenement or dwellinghouse called or known as Broony Lodge with the Yards Gardens Orchards Stables Outhouses outbuildings and several pieces or parcels of Land thereto attached or belonging or appertaining situate in Broony Walk and being Extra-parochial in the New Forest in the County of Southampton containing by recent Admeasurement Twentyfive Acres two roods and twelve perches all of which said premises with the names state of cultivation and the respective quantities thereof are more particularly described in the Schedule hereunder written and are delineated on a plan thereof drawn in the margin of these Presents Together with all



Reference.

N ^o	Description	State	Quantity
1	House, Stable, Granary Dog Kennel		0. 1. 26
2	Garden Yard &c		0. 1. 26
3	Back Yard		0. 1. 26
4	Rails	Pasture	12. 1. 23
5	Cart house & Shed in D ^o		0. 1. 26
6	Orchard	Pasture	1. 2. 26
7	Orchard & Shed	D ^o	0. 1. 26
8	Plot	Arable	0. 3. 1
9	The Field	Arable	3. 1. 34
10	The Great Mead	Mead	1. 2. 12
11	The Upper Mead	D ^o	1. 2. 36
12	The Lower Mead	D ^o	1. 2. 4
13	The Upper Piece	Arable	1. 1. 36
13	Road		0. 1. 22
Total			25. 2. 12



ways paths passages easements and appurtenances to the said Messuage and premises belonging or appertaining) (except nevertheless and always reserved unto the Queens Majesty her heirs and successors all Timber and timberlike Trees and all Spires and saplings fit and likely to become Timber and all other great Trees and Pollards whatsoever growing and being in and upon the said premises And all mines veins and beds of Minerals and all quarries of stone and all brick earth now being or which shall hereafter be found or discovered in or upon the said premises with full liberty of ingress, egress and regress to and for the Officers Agents and Servants of Her Majesty her heirs and successors by themselves and their Workmen Servants or Laborers with or without horses carts and carriages from time to time and at all times hereafter to enter into and upon the said premises, and there to view fell cut grub up saw and convert the said Timber Trees and other Trees Pollards Spires and Saplings and to dig search for get work dress and make merchantable the said Mines Minerals stones and brick earth or any part thereof and the said excepted premises or any part thereof respectively to take and carry away and also full liberty of ingress egress and regress for all other reasonable purposes) which said Premises hereby demised are parcel of the possessions of the Crown of England in the said County of Southampton To have and to hold the said Messuage Tenement or Dwellinghouse Yards Gardens orchards outhouses outbuildings and several pieces or parcels of Land hereinbefore described and hereby demised or intended so to be with the appurtenances unto the said Jacob Birt his executors admors and assigns from the twentieth day of September one thousand eight hundred and fiftyfour for the full end and term of Twenty one Years (determinable nevertheless as hereinafter provided) Yielding and Paying therefore Yearly and every Year during the said term unto the Queens Majesty her heirs and successors the clear rent or Sum of Twentyfive pounds of lawful

money of Great Britain to be paid quarterly in equal portions on the twentyfifth
 day of December the twentyfifth day of March the twentyfourth day of June and
 the twenty ninth day of September in each and every year during the continuance
 of this demise save and except the last Quarterly payment of the said rent which
 it is hereby agreed shall be paid on the twentyfourth day of June immediately
 next preceding the expiration or other sooner determination of the said term hereby
 granted And also Yielding and Paying Yearly and every year during
 the said term unto the Queens Majesty her heirs and successors over and above the
 said Yearly Rent or Sum hereinbefore reserved the rent or Sum of Forty pounds
 of like lawful Money aforesaid for every Acre of old enclosed meadow or pasture land
 hereby demised and so in proportion for any greater or less quantity than an Acre
 which at any time during the said term shall be ploughed broken up or
 converted into Tillage or Garden ground (except to enlarge the Garden to an extent
 not exceeding two Acres) or used otherwise than as meadow or pasture land
 without the Licence and consent in writing of the Commissioners of Her Majestys
 Woods Forests and Land Revenues or other the Commissioner or Officer for the
 time being exercising the powers now exercised by the said James Kenneth
 Howard under their or his hands or hand for that purpose first had and
 obtained the said additional rent or Sum of Forty pounds an Acre to be from
 time to time paid Quarterly by equal portions at or upon the days of payment
 aforesaid in every year the first payment thereof to be made on such of the said
 days of payment as shall first happen next after such ploughing breaking up
 or converting into Tillage or Garden ground or using the same as aforesaid and
 to continue payable yearly and every Year afterwards on the days of payment
 aforesaid until the determination of the said term hereby granted And also
 Yielding and Paying Yearly and every Year during the last five Years
 of the said term unto the Queens Majesty her heirs and successors over and

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above the said rents hereinbefore reserved the rent or sum of Ten pounds
of like lawful Money aforesaid for every Acre of Land hereby demised and so in
proportion for any greater or less quantity than an Acre which the said Jacob
Birt his executors administrators or assigns shall during the last five Years of
the said term without such Licence or consent as aforesaid neglect to manage
use and cultivate in strict conformity with the Covenants hereinafter for
that purpose contained the said additional rent of ten pounds an Acre to be
from time to time paid Quarterly by equal portions at or upon the days
of payment aforesaid and the first payment thereof to be made on such of the
said days of payment as shall first happen next after such neglect as aforesaid
and to continue payable yearly on the days of payment aforesaid until the
determination of the said term Which said additional rents or Sums of
Forty pounds and Ten pounds are not to be considered as reserved by way of
Penalty or ~~in~~ Terrorem but as liquidated and fixed rents agreed to be paid in
the cases aforesaid the said Yearly rent or sum of Twenty five pounds and
the said respective additional rents of Forty pounds an Acre and Ten pounds
an Acre to be from time to time paid into the hands of the Deputy Juror
of the New Forest for the time being free and clear of land tax and all other
taxes rates charges payments assessments and impositions whatsoever already tax
charged assessed or imposed or which at any time during the said term
may be taxed charged assessed or imposed upon the said Premises or any
part thereof or upon the said Jacob Birt his executors administrators or assigns
in respect thereof or upon the said respective rents or sums hereby respectively
reserved or any part of the same by Authority of Parliament or otherwise no
howsoever (Property tax only excepted) And the said Jacob Birt doth
hereby for himself his heirs executors and assigns Covenant with the Queens
Majesty her heirs successors and assigns in manner following videlicet That

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he the said Jacob Birt his exors admors and assigns will during the said term hereby granted well and truly pay unto the Queens Majesty her heirs and successors the said several rents hereby respectively reserved on the respective days and times and in the manner and proportions hereinbefore appointed for the payment thereof and will during the continuance of the said term bear pay and discharge the Land tax and all other taxes rates charges payments or assessments and impositions of what nature or kind soever already taxed charged rated assessed or imposed or which at any time during the said term shall be taxed charged rated assessed or imposed upon the said premises or any part thereof or upon the said Jacob Birt his exors admors or assigns in respect thereof or upon the said respective rents or sums hereby severally reserved or any part of the same respectively by authority of parliament or otherwise howsoever (Property tax only excepted) And shall and will within the space of Eighteen months from the day of the date of these Presents at his and their own proper costs and charges in all things with good sound and proper materials, and in a good substantial and workmanlike manner repair or otherwise reinstate the said demised messuage tenement or dwellinghouse and outbuildings under the inspection and to the satisfaction in all respects of the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or other Officer for the time being exercising the powers now exercised by the said James Kenneth Howard or their or his Jurors or Surveyor for the time being or such other person or persons as they or he shall appoint and shall and will in such repairing or otherwise reinstating the said Messuage and Buildings lay out and expend a Sum not being less in amount than Two hundred pounds and will from time to time and at all times during the said term when and as often as need or occasion shall require at his and their own proper costs and charges well and sufficiently repair or cause to be repaired and kept in repair in a good and substantial manner the said

Dwellinghouse Outhouses and Outbuildings and all and singular other the
Premises hereby demised and all new or additional erections buildings or other
works which may at any time hereafter during the said term hereby
granted be erected or built in or upon the said Premises together with all
fixtures usually known as Landlords Fixtures and other things therunto
belonging AND also will well and sufficiently repair maintain scour
cleanse drain and keep all and every the ways paths passages waters water
courses walls gates stiles posts pales rails hedges ditches sluices sewers drains
gutters bridges fences mounds banks embankments and inclosures of or
belonging to the said premises or any part thereof or which shall be made
erected or set up in or upon the same at any time during the same term
in by and with all manner of needful and necessary reparations and
amendments whatsoever (without having or taking off or from the said
premises any house bole hedge bole or any other bole or boles or any estovers
or timber whatsoever for the same) being allowed by the Commissioners of
Her Majesty's Woods Forests and Land Revenues or other the Commissioners
or Officer aforesaid for the time being sufficient Timber in the rough for and
towards all such several repairs and shall and will at the end or other
sooner determination of the said term leave surrender and yield up all and
singular the said premises and all new erections fixtures and other matters
and things aforesaid so well and sufficiently repaired maintained scoured
cleansed and kept in repair as aforesaid unto the Queens Majesty her heirs
or successors and will permit and suffer the Commissioners of Her Majesty's
Woods Forests and Land Revenues or other the Commissioners or Officer
aforesaid for the time being or their or his Surveyors or Surveyor for the
time being or such other person or persons as they or he shall in that
behalf appoint at reasonable or convenient times in the day time once in

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every Year or oftner as he or they may think fit during the said term to enter into and upon and to survey examine and inspect all and singular the Premises hereby demised and see as to the state of the repairs and condition thereof and to take any Map or plan of the same and in case the same or any part thereof shall be found defective out of repair or not in good order and condition as aforesaid and notice thereof in writing from the Commissioners of Her Majesty's Woods, Forests and Land Revenues or other the Commissioner or other Officer as aforesaid or their or his Surveyors or Surveyor for the time being respectively or such other person or persons as they or he shall appoint shall be given to the said Jacob Birt his exors admors or assigns to be left at or on the said Premises to or for the said Jacob Birt his executors admors or assigns Together with a particulare Account of the repairs and amendments necessary or proper to be done in and upon the same Premises then and in every such Case the said Jacob Birt his exors admors and assigns shall within the space of three Calendar Months next after every such Notice shall have been so given or left as aforesaid or such further time as shall be specified in every such Notice repair amend and put all and every the same Premises in good order repair and condition pursuant to such Notice and that from time to time as often as any such view shall be made and notice given or left as afores^d such repairs to be executed under the inspection of and in such manner as shall be approved of by the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or other Officer aforesaid or their or his Surveyors or Surveyor for the time being respectively or such other person or persons as shall be appointed by them or him for that purpose notice for the repairs of Buildings to be delivered some time in March April or May and Notice for repairing hedges ditches and other fences to be delivered in October or November And it is hereby

expressly agreed and declared that if any such Repairs shall not be well and sufficiently done within the time expressed in any such notice as aforesaid it shall be lawful for the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid or their or his Surveyors or Surveyor for the time being respectively to direct the same to be done by such person or persons as they or he shall think fit to employ therein and for such person or persons with Servants Workmen and others to have full liberty to enter into or upon the said Premises or any part thereof to make the repairs aforesaid agreeably to such directions as aforesaid and it shall be lawful for the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commis^s? or Officer aforesaid on behalf of Her Majesty respectively to charge the said Jacob Birt his executors admors and assigns with the expence of such repairs as additional rent due in respect of the said Premises and the same shall and may be recovered by distress or otherwise as rents in Arrear are recoverable. **And further** that the said Jacob Birt his executors admors or assigns shall and will yearly during the said term imbarrow lay up and stack in the respective Barrow Outhouses and other convenient places upon or belonging to the said Premises all the Corn grain and hay which shall grow or be produced or gotten upon the said Farm and Lands and will from time to time consume upon the said Premises all the Hay and Straw Chaff and other like Fodder arising from such Corn and Grain and shall in a proper and husbandlike manner yearly during the said term carry out spread expand and bestow in and upon the said Premises and such part or parts thereof as shall most need or require the same all the dung Compost and Manure arising or proceeding from such Hay Straw Chaff or other Fodder as aforesaid or which shall be made or gathered

in or upon the same premises and will leave in and upon the usual and proper places for that purpose of or belonging to the said premises all the Manure Compost and Manure arising or which shall be gotten made gathered or brought in or upon the said premises during the last Year of the said term and will at all times during the said term dress manure improve farm cultivate and manage all and singular the said lands according to the best and most approved system of modern husbandry and according to their several natures and qualities and in particular that there shall never be more than one half of the Arable land under White Crops in the same Year and that two successive White or exhausting Crops shall never be taken from the same land unless preceded by two successive Green Crops both properly cleaned drilled and manured or after a Green Crop so drilled cleaned and manured which shall have followed in immediate succession after a Green Crop fully manured unless both such White Crops shall be sown in rows and be horse or hand hoed and cleaned and that the second of such White Crops and also each White Crop when taken without having been preceded by two such drilled Green Crops shall always be succeeded by a drilled Green Crop properly cleaned and manured or by sown Grapes or Clover and will during the said term use his and their best endeavours to preserve and keep from destruction spoil and damage all the Timber Trees and other Trees Spruces and Saplings likely to become Timber which shall be left growing or standing on the said devised premises but for the purpose aforesaid the said Jacob Birt his executors admors or assigns shall not be required to enclose such Trees in Rails or other Fences And will permit and suffer the Commissioners of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer for the time being aforesaid or their or his Surveyors or Surveyor for the time being or any of them and all other necessary parties at any time or times during the said term to enter into and upon the said premises to fell or cut or cause to be felled or cut any Timber or other Trees standing on

or being in or upon the said premises and (if necessary to sell and dispose of
 the same by public auction or otherwise upon the said premises, and to remove
 such Timber and other Trees therefrom without making any Allowance to the s^d
 Jacob Birt his exors admors or assigns for any damage which shall or may
 be occasioned by such felling or cutting and removing provided the same
 shall be done at the proper and accustomed seasons of the Year and with proper
 attention and care so as not to cause any unnecessary or avoidable injury to
 the said lands and premises And further that he the said Jacob Birt
 his exors admors and assigns will not at any time during the said term
 plough break up or convert into Tillage or garden ground (except to enlarge
 the present garden to an extent not exceeding two Acres as aforesaid)
 or use otherwise than as Meadow or Pasture Land the Pasture or meadow
 lands hereby demised or any part thereof without the Licence and consent in
 Writing of the said Commissioners of Her Majesty Woods Forests and Land
 Revenues or other the Commissioner or Officer aforesaid for the time being or
 their or his Surveyors or Surveyor for the time being respectively for that
 purpose first had and obtained and will not cut down fell or destroy any
 Timber Trees pollards or other Trees or any Spices or Saplings fit or likely to
 become Timber which now are or at any time hereafter during the said term
 shall be growing standing or being upon the said premises and that in case
 the said Jacob Birt his exors admors and assigns or any of them shall fell
 cut down or destroy any Timber Tree pollard or other Tree or any Spice or
 Sapling that then and in every such case the said Jacob Birt his exors
 admors and assigns shall and will forfeit and pay unto the Queens Majesty
 her heirs and successors the sum of Twenty pounds for any Timber Tree and
 the sum of Ten pounds for every other Tree pollard Spice or Sapling which
 shall be so felled cut down or destroyed over and above and in addition to

the actual value of each of such Timber Trees or other Trees Spruces or Saplings respectively which said sums of Twenty pounds for each Timber Tree and ten pounds for each other Tree Holland Spruce or Sapling shall be so paid not by way of penalty but as liquidated damages now agreed to be paid in every such case and shall not be liable to be reduced altered or diminished by any Court of Law or Equity under any pretence whatever And further that the said Jacob Birt his executors administrators or assigns will not at any time during the said term strip logs or tops or otherwise damage or cause or suffer to be stripped topped or otherwise damaged any Timber Trees or other Trees whatsoever and will not at any time during the said term commit any waste spoil destruction whatsoever upon the said Lands and premises or any part thereof by digging in or upon the said Lands and premises or any part thereof any pit or pits whatsoever (except pits for drinking places for Cattle or for marking the said Lands) and will not take or remove or suffer to be taken or removed from the said Premises any Mineral Coal Marble limestone or other Stone gravel sand brick earth clay loam marl or other soil whatsoever (except Marl or other dressing for the said Lands and Materials for repairing the Roads) without the Licence and consent in writing of the said Comr of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or Officer aforesaid for the time being or their or his Surveyors or Surveyor for the time being respectively for those purposes first had and obtained and will not do suffer or commit any other waste spoil or destruction whatsoever in or upon the said demised premises and will not during the last five Years of the said term sow plant or cultivate on any part of the said Lands and Premises two Crops in succession of any of the kinds or descriptions usually denominated White or exhausting Crops that is to say Wheat Oats Barley Rye Hemp Flax Seales or Wood in any two successive Years without a fallow or a green or ameliorating Crop properly hoed intervening between such two White Crops (every such green or ameliorating Crop to be eaten and

consumed on the said Premises) and will not plant or cultivate more than
 one Crop of Potatoes on any one Field or parcel of the said Premises (garden
 ground only excepted) within the said space of Five Years, and will not at
 any time during the said term cut any of the Trees Shoots from Stools or
 or young plants to be left or planted upon the said Premises under pretence
 of thinning them or their being decayed or for any other reason whatsoever
 without the authority of the Commissioners for the time being of Her Majesty's
 Woods Forests and Land Revenues or other the Commissioner or other Officer
 aforesaid for the time being or their or his Jurors or Juror for the time
 being first had and obtained and that all such Trees or plants as shall be cut
 under such Authority shall belong to the Queen's Majesty her heirs and Successors
 and will not at any time or times during the said term transfer assign over
 or underlet to any person or persons whomsoever the said Premises hereby
 demised or any part thereof for all or any part of the said term without the
 licence and consent in writing of the Commissioners of Her Majesty's Woods Forests
 and Land Revenues or other the Commissioner or other Officer for the time being
 exercising the powers now exercised by the said James Kenneth Howard for
 that purpose first had and obtained *And further* that he the said
 Jacob Brit his executors administrators or assigns shall at the commencement
 of the last Year of the said term lay down or cause to be laid down with
 Spring or Lent Corn (such as Barley or Oats) such part of the Land & Premises
 as shall have been cultivated for Green Crops or Fallow in the preceding Season
 with a sufficient quantity of good clover and other Grass Seeds such Clover and
 Grass Seeds to be paid for by the Queen's Majesty her heirs or Successors or by
 the succeeding or incoming Tenant of the said Premises, provided the same
 shall not have been fed or depastured with Sheep Horses or any kind of
 Cattle (other than Pigs well ringed) after the twenty fourth day of August

next preceding the expiration of the said term hereby granted, and will at the
 commencement of the last Year of the said term leave to be fallowed one moiety
 at the least of the lands which shall be then in course of succession to be cultivated
 for Green Crops or Fallows and on the Twenty fourth day of August then next
 ensuing leave the other moiety thereof in clover lay after cutting the first Crop of
 Clover therefrom and permit and suffer the succeeding or incoming Tenant or Tenants
 of the said Premises and his or their Servants or Agents with Carts Horses & ploughs
 and other necessary Implements to enter into and upon the lands so to be left to be
 fallowed as aforesaid at any time or times from and after the commencement
 of the last Year of the said term to break up plough fallow dung manure sow
 and otherwise to prepare and manage the same in the usual course of
 Agriculture and also will permit and suffer the Queens Majesty her heirs and
 successors or the succeeding or incoming Tenant or Tenants as aforesaid at any
 time after the twentyfourth day of August next preceding the expiration of the
 said term in like manner to enter upon break up fallow plough dung manure
 sow and otherwise prepare and manage the lands so to be left in clover lay as
 aforesaid as he or they shall think fit and to hold the part or parts of the
 said premises respectively so to be left for fallow and in clover lay as aforesaid
 from the respective times at which the same shall be so left and entered upon
 as aforesaid during the then residue of the said term without making any
 recompense or satisfaction to the said Jacob Birt his execors admors or assigns
 in respect thereof And further shall and will find and provide in the
 Homestead and outhouses on the said premises necessary convenient and reasonable
 room and accommodation for the Officers and Workmen of Her Majesty her
 heirs and Successors or for such succeeding or incoming Tenant or Tenants and
 for her his or their Servants and Horses from and after the respective times of
 entry as aforesaid to the end of the said term without any abatement of rent

or other deduction or allowance to him the said Jacob Brit his exors admors
 or assigns for the same *And further* shall permit and suffer the Officers
 Servants and Workmen of Her Majesty her heirs or Successors or such succeeding
 or incoming Tenant or Tenants and her his or their Servants or Agents to carry
 out and spread the dung and manure remaining and being in the Fens
 Yards and other parts of the said premises to and upon the Lands so to be
 left in Fallow and Clover lay as aforesaid *Provided* always and it is hereby
 agreed by and between the said parties hereto that he the said Jacob Brit his
 exors admors or assigns shall on the determination of the said term be paid
 by the Queens Majesty her heirs or Successors or by the succeeding or incoming
 Tenant the full and fair value of all Hay Straw and other Fodder of the last
 Years Crops which may be left on the said Premises on the determination
 of the said term such Valuation to be made by two competent persons one to
 be chosen by the said Jacob Brit his exors administrators or assigns and
 the other to be chosen by or on behalf of Her Majesty her heirs or Successors
 or other the person or persons taking or entering upon the said Premises
 and in case the said two persons so named shall disagree as to the amount
 of such Valuation then the same shall be referred to the Valuation of a third
 competent person to be chosen by the two so first chosen before entering upon
 their Valuation and in case either party shall neglect or refuse to name a
 Valuer for the purposes aforesaid for fourteen days next after Notice in Writing
 from the other of them requiring the same (such notice to be left at the last
 known or usual place of abode or business of the Party to whom the same
 may be directed and to contain the name and description of the Valuer
 appointed by the Party giving such Notice) then such Valuation shall be
 made by the Party named in such Notice and the Valuation so to be made
 by the said two Valuers or by one of them in case of default as aforesaid

or by their Assignors as the case may be shall be binding and conclusive upon all parties
 And it is hereby agreed that the submission hereby made may be made a rule
 of Her Majesty's Court of Exchequer And further that he the said Jacob Birt his executors
 administrators or assigns will not at any time or times during the said term erect build
 or set upon the said Farm and Lands or any part thereof any erection or
 building whatsoever without the previous consent of the said Commissioners
 of Her Majesty's Woods Forests and Land Revenues or other the Commissioner or
 Officer for the time being aforesaid in writing under their or his hands or hand
 for that purpose first had and obtained And further that he the said Jacob
 Birt his executors administrators and assigns shall and will at his or their own costs and
 charges within the space of six Calendar Months from the date hereof cause or
 procure this present Indenture of Lease to be enrolled in the Office of Land Revenue
 Records and Inrolments and entered in the Office of the said Commissioners of Her
 Majesty's Woods Forests and Land Revenues and at his and their like costs and
 charges cause or procure all and every assignments and assignment which may
 at any time hereafter be made of the Premises hereby demised to be in like
 manner within six Calendar Months from the respective dates thereof enrolled
 in the said Office of Land Revenue Records and Inrolments and Minutes or
 Acquits thereof respectively to be entered in the Office of the said Commissioners
 for the time being of Her Majesty's Woods Forests and Land Revenues And also
 shall at his or their own costs or charges insure or keep insured in some Insurance
 Office to be approved of by the Lords of Her Majesty's Treasury for the time being
 the said Messuage Tenement or Dwellinghouse outhouses outbuildings and all
 other erections or buildings now or at any time hereafter to be erected standing or
 being in or upon the said Premises against loss or damage by Fire in the Sum of
 Six hundred pounds at least during the continuance of this present demise
 such Insurance to be effected in the joint names of the said Jacob Birt and

of such other person or persons as the Lords Commissioners of Her Majesty's
 Treasury shall direct and in default of any such direction in the Name of
 the said Jacob Birt his exors admors or assigns and will regularly provide to
 the said Commissioners of Her Majesty's Woods Forests and Land Revenues or other
 the Commissioner or Officer aforesaid for the time being if required so to do the
 Policies of Insurance and the receipt for the Premium of Insurance which
 shall have last become payable thereon and that in case the whole or any
 part of the said premises shall be destroyed or damaged by fire the Money
 that shall thereupon become payable in respect of the said Insurance shall
 be applied in making good the damage sustained by the said Premises but
 the said Yearly rent or rents or any part thereof shall not be discontinued
 but shall be paid as if no such Fire happened and that if the Money to
 become payable in respect of the said Insurance shall be found insufficient to
 make good any such damage sustained by the said Premises then and in
 that case the said Jacob Birt his exors admors or assigns shall at his or
 their own sole cost and expence and within one Year from the date of such
 fire happening complete the repairs required in consequence of any such damage
 Provided always that notwithstanding anything herein contained it shall
 and may be lawful to and for the said Jacob Birt his exors admors & assigns
 if he or they should wish so to do to enclose any portion of the Land called the
 Rails and plant the same with Apple Pear or other Fruit Trees or lay down
 all or any part of the Arable Land in pasture ^{with permanent grasses} in a good and husbandlike
 manner. Provided always and these Presents are upon this express
 Condition nevertheless that if it shall happen that the said Yearly Rent or Sum
 of Twentyfive pounds or any part of the same or the said additional rents or
 sums of Forty pounds an Acre and Ten pounds an Acre or any part or parts
 of the same respectively shall be unpaid for the space of Sixty days next

over or after any of the days or times respectively whereon the same are hereby reserved to be paid or in case the said Jacob Birt his executors administrators and assigns shall not well truly and effectually observe perform and keep all and every the Covenants Conditions and Agreements in these Presents contained except which on the part and behalf of the said Jacob Birt his executors administrators and assigns are or ought to be observed performed fulfilled and kept then and in either or any of the said Cases happening it shall and may be lawful for the Queen's Majesty her heirs successors or assigns into and upon all and singular the said demised Premises or any part thereof in the name of the whole to reenter and therefrom to expel put out and remove the said Jacob Birt his executors administrators and assigns and all other Occupiers of the said demised Premises and thenceforth to retain possess and enjoy the same as fully and effectually to all intents and purposes as if these Presents had never been made Provided lastly and it is hereby expressly agreed and declared by and between the said parties hereto that it shall be lawful for the said Jacob Birt his executors administrators or assigns at his or their option to determine the lease hereby granted at the end of the first four eight twelve or sixteen Years of the said term upon giving three Months previous Notice in writing of such his or their intention so to do to the Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being or to other the Commissioner or Officer for the time being exercising the powers now exercised by the said James Kenneth Howard And the said James Kenneth Howard as such Commissioner as aforesaid 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 of an Entry of such Deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and Year first

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Encumbrances and an entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient fulfilment of this Deed. J. R. Fairbridge - Keeper of the Records 1st June 1855.

above written. H.

The Schedule above referred to

No on Plan	Name and Description	State of Cultivation	Quantity		
			a	r	ls
1	House Stables Granary Mlog kennell Garden Yard & _____		0	1	26
2	Brickyard _____		"	"	6
3	Roads _____	Pasture	12	1	23
4	Carthouse and Shed in ditto _____	—	"	"	2
5	Orchard _____	Pasture	1	2	26
6	Orchard and Shed _____	Ditto	"	1	24
7	Plot _____	Arable	"	3	1
8	The Field _____	Arable	3	1	3/4
9	The Great Mead _____	Mead	1	2	12
10	The Upper Mead _____	Ditto	1	2	36
11	The Lower Mead _____	Ditto	1	2	4
12	The Upper piece _____	Arable	1	1	36
13	Road _____		"	"	22
Total			25	2	12

James Kenneth  Howard

J. Birt 

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of Geo Sale Bedford - Office of Woods &

Signed Sealed & Delivered by the within named Jacob Birt in the presence of W. C. Cole - 110 Oxford Terrace - Hyde Park Solicitor

X^d G. M.

1855. 1. 6

Holt Forest
 The Honble
 J. K. Howard
 and
W. W. Jones
 Agreement for
 letting a Cottage
 & Garden called
 Abbotts Wood
 Cottage.

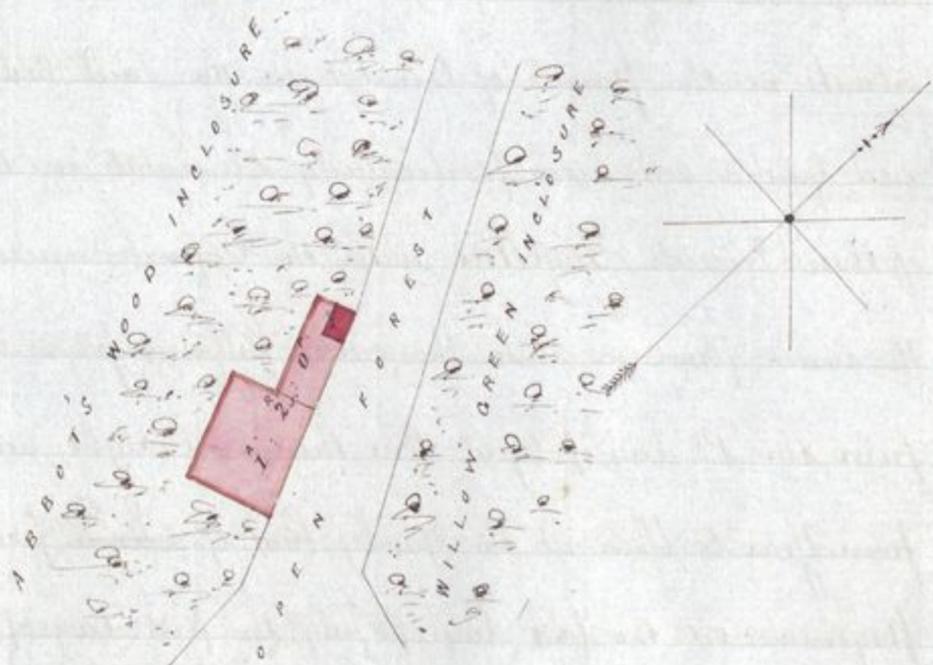
4 July 1855
24 October 1855

Articles of Agreement made and entered into this
 twenty fourth day of ^{October} ~~May~~ One thousand eight hundred and fifty five
 Between The Queens Most Excellent Majesty of the
 first part The Honorable James Kenneth Howard
 the Commissioner of Her Majesty's Woods Forests and Land Revenues
 to whom the management and direction of certain parts of the Land
 Revenues of the Crown including among other parts thereof the hereditaments
 hereinafter mentioned with the duties and powers appertaining thereto
 have been assigned by Order under the hands of two of the Comptrolers
 of Her Majesty's Treasury on behalf of Her Majesty of the second part
 and William Jones of Blacknest in the County of Hants Laborer
 of the third part

The said James Kenneth Howard as such Commissioner as aforesaid hereby
 agrees to let to the said William Jones who hereby agrees to take as Tenant to
 Her Majesty All that Cottage or Tenement called Abbotts Wood Cottage with
 the Garden thereto belonging containing One Acre and two roods or thereabouts
 situate in the Parish of Binsted in the said County of Hants (which said Cottage
 and Garden are more particularly delineated in the Plan drawn in the margin
 of these Presents Together with the Appurtenances thereto belonging To hold
 the same premises unto the said William Jones his executors and administrators
 from the 1st day of April One thousand eight hundred and fifty five as Tenant
 from Year to Year at the Yearly Rent of ~~Seven~~ ^{Six} Pounds to be paid by equal quarterly
 payments on the first day of July the first day of October the first day of January
 and the first day of April in every Year the said Rent ~~(subject to a deduction~~
~~thereout for any rates or taxes)~~ to be paid into the hands of the Deputy Jurors
 for the time being of the Woodlands belonging to Her Majesty within the

July 1 Oct
 Jan. 1 Apr

the ancient boundary of the Forest of Alice Holt in the County of Hunts And
 the said William Jones for himself his heirs executors and admors doth hereby
 Covenant with the Queens Majesty her heirs and successors that he the said Willm
 Jones his executors or admors will during the continuance of the Tenancy hereby
 created pay unto the Queens Majesty her heirs and successors the said rent
 And also will pay & discharge the Curia Just, Tithes Rent Charge and all other Taxes Rates Charges & assessments
 whatsoever whether present or future in respect of the said premises and lands heres Profitably Taxed only excepted
 hereby reserved in manner aforesaid. And also will keep and preserve
 the said Cottage or Tenement and the fixtures therein and also the Gates
 and fences belonging to the said Premises in good and tenantable repair
 and will also keep the said garden in good and proper^{order} and condition
 and will deliver up the said premises in good repair and condition on
 the determination of the said Tenancy unto the Queens Majesty her heirs or
 successors or to the Commissioner or Commissioners for the time being of Her
 Majesty's Woods Forests and Land Revenues or to whom she he or they may
 appoint to receive the same And also shall and will permit the said



Scale, 6 Chains to an Inch.

James Kenneth Howard or the Commissioner or Commissioners for the time being as aforesaid or such person or persons as he or they may appoint as often as he or they shall think proper to enter into and upon and inspect the said Premises and the state and condition of the same and in case any defect or want of repair shall be there found and notice thereof shall be given or left by the said James Kenneth Howard or the Commissioner or Commiss^{rs} for the time being as aforesaid to or for the said William Jones his executors or administrators he or they will sufficiently repair and amend the same within one Calendar month after the delivery thereof ~~And it is hereby agreed~~ that all present and future taxes rates charges tithes tithes Compositions or rates charge in lieu of tithes or other assessments in respect of the said premises or any part thereof shall be borne and paid by the Queens Majesty her heirs or Successors And it is hereby agreed that the tenancy hereby created may be determined on either of the Quarterly days before mentioned by a notice to be given to the said William Jones or left upon the said Premises by or on behalf of the Queens Majesty three Calendar months previously to either of the said days and after the expiration of such Notice this Agreement and the Tenancy hereby created shall cease and determine Provided always and this present agreement is upon this Condition that if the said rent hereby reserved or any part thereof shall be unpaid for the space of Twenty one days next after either of the said days hereinbefore appointed for payment thereof or if any breach or default shall be made by the said William Jones his executors or administrators in the performance of any of the Covenants hereinbefore contained it shall be lawful for the Queens Majesty her heirs and Successors or the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid into or upon the said Premises to reenter and therefrom to expel and remove the said William Jones his executors and admors and all other Occupiers thereof and thenceforth

this Agreement shall be void. And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the Deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an Entry of such Deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and Year first above written.

James Kenneth (J.K.) Howard The Mark X of P. William Jones

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of ~~Geo. Sub. Redford~~ Edward Neale
 Servant Eastwoodhay Hunts ~~Office of Woods~~

Signed Sealed and Delivered by the within named William Jones in the presence of Thomas Linning - Foreman of Alice Holt and Woolmer Forests ~~Holt Forest~~

I certify that a Duplicate of this ^{Deed} ~~Agreement~~ has been deposited in the Office of Land Revenue Records and Inrolments and an Entry thereof made or filed by me. And also that the within named James Kenneth Howard directed that such Deposit and Entry should be sufficient Inrolment of this Agreement Deed.

J. R. Fearnside
 Keeper of the Records

29th October 6th June 1855

To Lt. A. B.
 £0. 5. 0

P.

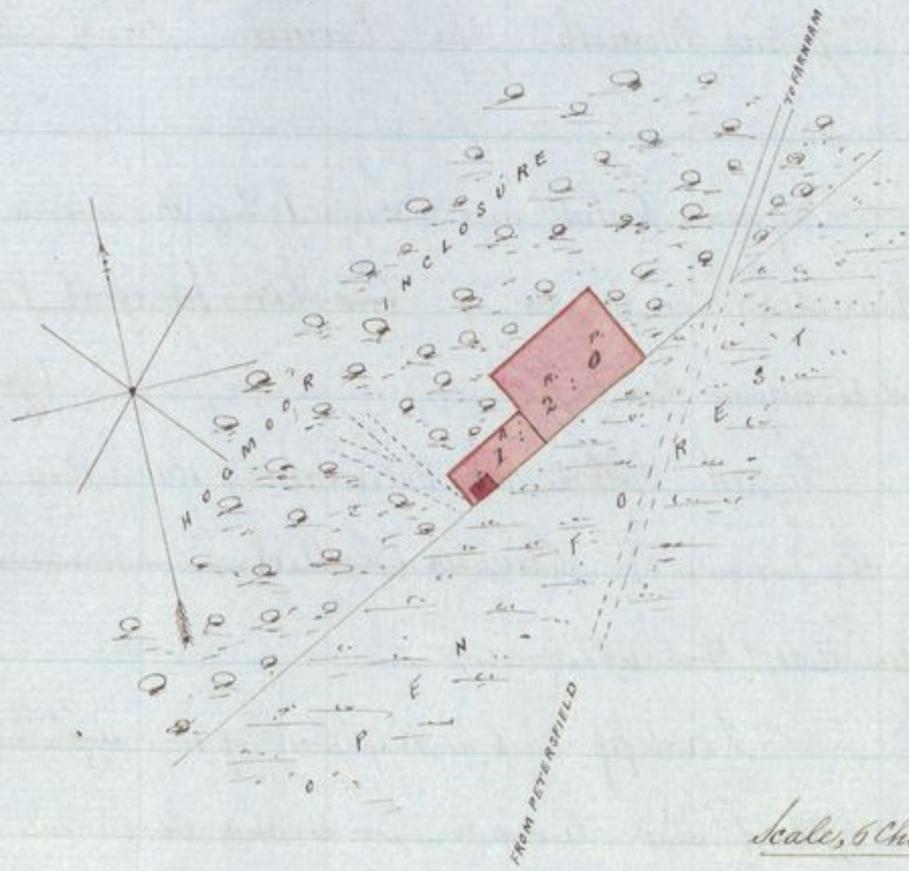
The Honble
J. K. Howard
 and
W. J. Sutton
 Agreement
 for letting a
 Cottage Garden
 called Hogmoor
 Cottage
Woolmer Forest
 Dated
 24th ~~May~~ ^{Oct} 1855.

Articles of Agreement made and entered into this
 twenty fourth day of ~~May~~ ^{October} One thousand eight hundred and fifty five
 Between The Queens Most Excellent Majesty of
 the first part The Honorable James Kenneth Howard
 the Commissioner of Her Majesty's Woods Forests and Land Revenues to
 whom the management and direction of certain parts of the said
 Revenues of the Crown including among other parts thereof the hereditals
 hereinafter mentioned with the duties and powers appertaining thereto
 have been assigned by Order under the hands of two of the Commissioners
 of Her Majesty's Treasury on behalf of Her Majesty of the second part
 and John Sutton of Hogmoor in the County of Hants Retired Woodman
 of the third part

The said James Kenneth Howard as such Commissioner as aforesaid
 hereby agrees to let to the said John Sutton who hereby agrees to take as Tenant
 to Her Majesty All that Cottage or Tenement called Hogmoor Cottage with the
 Garden thereto belonging containing One Acre and two roods or thereabouts situate
 in the Parish of Selborne in the said County of Hants Which said Cottage and
 Garden are more particularly delineated in the Plan drawn in the Margin of
 these Presents Together with the Appurtenances thereto belonging To hold the same
 premises unto the said John Sutton his executors and administrators from the
 first day of April One thousand eight hundred and fifty five as Tenant from Year
 to Year At the Yearly Rent of ~~Five Pounds~~ ^{Four pounds five shillings} to be paid by equal Quarterly
 payments on the first day of July the first day of October the first day of January
 and the first day of April in every Year The said Rent (subject to a deduction
 thereout for any rates or taxes) to be paid into the hands of the Deputy Surveyor
 for the time being of the Woodlands belonging to Her Majesty within the ancient

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boundary of the Forest of Woodmer in the County of Herts And the said
John Sutton for himself his heirs executors and administrators doth hereby covenant
with the Queens Majesty Her Heirs and Successors that he the said John Sutton
his executors or administrators will during the continuance of the Tenancy
hereby created pay unto the Queens Majesty her heirs and successors the said Rent
And also will pay and discharge the said tax tithes rent charges and all other taxes rates charges and
assessments whatsoever whether present or future in respect of the said Premises the said Rent only excepted
hereby reserved in manner aforesaid And also will keep and preserve the
said Cottage or Tenement and the fixtures therein and also the fences and gates
belonging to the said Premises in good and tenurable repair And will also
keep the said Garden in good and proper order and condition And will
deliver up the said Premises in good repair and condition on the determination
of the said Tenancy unto the Queens Majesty her heirs or successors or to the
Commissioner or Commissioners for the time being of Her Majesty's Woods Forests
and Land Revenues or to whom she he or they may appoint to receive the
same And also shall and will permit the said James Kenneth Howard
or the Commissioner or Commissioners for the time being as aforesaid or such
person or persons as he or they may appoint as often as he or they shall
think proper to enter into and upon and inspect the said Premises and the
state and condition of the same and in case any defect or want of repair
shall be then found and Notice thereof shall be given or left by the said
James Kenneth Howard or the Commissioner or Commissioners for the time
being as aforesaid to or for the said John Sutton his executors or administrators
he or they will sufficiently repair and amend the same within one Calendar
Month after the delivery thereof ~~And it is hereby agreed that all~~
~~present and future taxes rates charges tithes tithes compositions or rents charges in~~
~~lieu of tithes or other assessments in respect of the said Premises or any part~~
~~thereof shall be borne and paid by the Queens Majesty her heirs or successors~~
And it is hereby agreed that the Tenancy hereby created may be

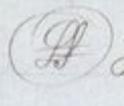
determined on either of the Quarterly days before mentioned by a Notice to be given to the said John Sutton or left upon the said Premises by or on behalf of The Queens Majesty three Calendar Months previously to either of the said days and after the expiration of such Notice this Agreement and the Tenancy hereby created shall cease and determine *Provided always* and this present Agreement is upon this Condition that if the said Rent hereby reserved or any part thereof shall be



Scale, 6 Chains to an Inch.

unpaid for the space of twenty one days next after either of the said days hereinbefore appointed for payment thereof or if any breach or default shall be made by the said John Sutton his executors or administrators in the performance of any of the Covenants hereinbefore contained it shall be lawful for the Queens Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid into or upon the said Premises to recuse and therefrom to expel and remove the said John Sutton his exors and admors and all other Occupiers thereof and therewith this Agreement shall be void *AND* the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be

deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records & Involvements. In Witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and Year first above written.

James Kenneth Howard  The mark of John Sutton 

Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of ~~Geo Sale Bedford~~ Edward Neale, Servant East Woodhay Hunts. ~~Office of Woodst~~

Signed Sealed and Delivered by the within named John Sutton in the presence of ~~Charles Fullick~~ ~~Woolmer~~ Thomas Lining of Alice Holt & Woolmer Forests.

I certify that a duplicate of this ^{Deed} ~~Agreement~~ has been deposited in the Office of Land Revenue Records and Involvements and an entry thereof made or filed by me and also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient instrument of this ~~Agreement~~ Deed.

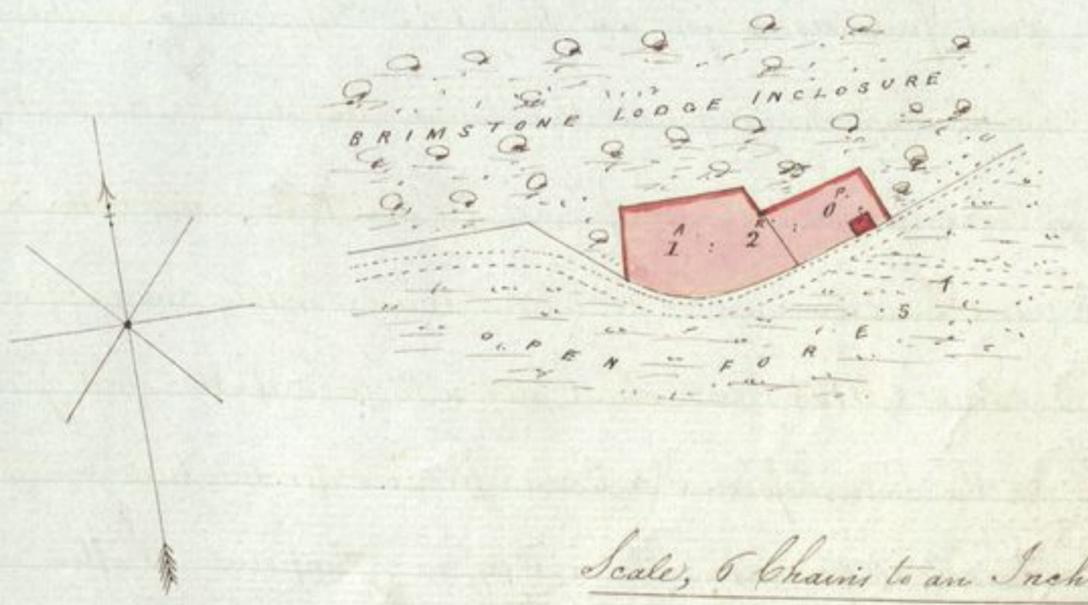
J. R. Sevenside
Keeper of the Records
20th Oct^r 6th June 1855.

~~See Lt. 4. 6.~~
See O. 5/ -


Woolmer Forest
 The Honble J.
 K. Howard
 to
 Daniel Wakeling
 Agreement
 for
 letting Brimstone
 Lodge ^{Cottage} Coz. Hauts
 24 ^{Oct} 1855

Articles of Agreement made and entered into this twenty-fourth day of ^{October} ~~May~~ One thousand eight hundred and fiftyfive Between The Queens Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including among other parts thereof the Hereditaments hereinafter mentioned with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and Daniel Wakeling of Woolmer in the County of Hauts Laborer of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid hereby agrees to let to the said Daniel Wakeling who hereby agrees to take as Tenant to Her Majesty All that Cottage or Tenement called Brimstone Lodge Cottage with the Garden thereto belonging containing One Acre and two rods or thereabouts situate in the Parish of Greattham in the said County of Hauts which said Cottage and Garden are more particularly delineated in the Plan



Scale, 6 Chains to an Inch.

drawn in the Margin of these Presents Together with the Appurtenances ~~to~~
 thereto belonging To hold the same Premises unto the said Daniel or
 Waking his executors and administrators from the first day of April one
 thousand eight hundred and fifty five as Tenant from Year to Year At
 the Yearly Rent of ^{Four pounds five shillings} ~~Five pounds~~ to be paid by equal Quarterly payments
 on the first day of July the first day of October the first day of January and
 the first day of April in every Year The said Rent ~~subject to a deduction~~
~~thereof for any Rates or Taxes~~ to be paid into the hands of the Deputy
 Surveyor for the time being of the Woodlands belonging to Her Majesty
 within the Ancient boundary of the Forest of Woolmer in the County of Hants
 And the said Daniel Waking for himself his heirs executors and
 administrators doth hereby covenant with the Queens Majesty her heirs and
 successors that he the said Daniel Waking his executors or administrators
 will during the continuance of the Tenancy hereby created pay unto The
 Queens Majesty her heirs and successors the said Rent hereby reserved in
And also will pay & discharge the said Tax till the rent charge and all other taxes rates charges & assessments
 whatsoever whether present or future in respect of the said premises the said lands property tax only excepted
 manner aforesaid And also will keep and preserve the said Cottage or
 Tenement and the Fixtures therein And also the Gates and Fences belonging
 to the said Premises in good and tenurable repair And will also keep the
 said Garden in good and proper Order and condition And will deliver up the
 said Premises in good and tenurable Repair and condition on the determination
 of the said Tenancy unto the Queen Majesty her heirs or successors or to the
 Commissioner or Commissioners for the time being of Her Majesty's Woods Forests
 and Land Revenues or to whom she he or they may appoint to receive the
 same And also shall and will permit the said James Kenneth Howard
 or the Commissioner or Commissioners for the time being as aforesaid or such
 person or persons as he or they may appoint as often as he or they shall
 think proper to enter into and upon and inspect the said Premises and

the state and condition of the same and in case any defect or want of repair shall be then found and notice thereof shall be given or left by the said James Kenneth Howard or the Commissioner or Commissioners for the time being as aforesaid to or for the said Daniel Wakeling his execors or admors he or they will sufficiently repair and amend the same within One Calendar Month after the delivery thereof ~~And it is hereby agreed that all present and future taxes charges tithes tithes compositions or rents charge in lieu of Tithes or other assessments in respect of the said premises or any part thereof shall be borne and paid by the Queens Majesty her heirs or Successors~~ And it is hereby agreed that the tenancy hereby created may be determined on either of the Quarterly days before mentioned by a notice to be given to the said Daniel Wakeling or left upon the said premises by or on behalf of the Queens Majesty Three Calendar Months previously to either of the said days and after the expiration of such notice this Agreement and the Tenancy hereby created shall cease and determine ~~or~~ **Provided** always And this Agreement is upon this Condition that if the said Rent hereby reserved or any part thereof shall be unpaid for the space of Twenty one days next after either of the days hereinbefore appointed for payment thereof or if any breach or default shall be made by the said ~~James~~ Daniel Wakeling his executors or administrators in the performance of any of the Covenants hereinbefore contained it shall be lawful for the Queens Majesty Her heirs and Successors or the said James Kenneth Howard or other the Commissioner or Commissioners for the time being as aforesaid into or upon the said premises to reuter and therefrom to expel and amove the said Daniel Wakeling his execors and admors and all other Occupiers thereof and thenceforth this Agreement shall be void. And the said James Kenneth Howard as such Commissioner as aforesaid doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the Deposit of a Duplicate

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thereof in the Office of Land Revenue Records and Inrolments and the filing
or making an entry of such Report by the Keeper of the said Records & Inrolments
In witness whereof the said parties hereto of the second and third parts
have hereunto set their hands and seals the day and Year first above written #
James Kenneth Howard Daniel Wakeling

Signed Sealed and Delivered by the within named James
Kenneth Howard in the presence of ~~Geo Sale Bedford~~ Edward Neale
Servant Eastwoodhay Hants. Office of Woods &

Signed Sealed and Delivered by the within Daniel Wakeling
in the presence of ~~Charles Sullick~~ ~~Woolmer~~ Thomas King,
Foreman of Alice Holt and Woolmer Forests.

I certify that a duplicate of this ^{Deed} ~~Agreement~~ has been
deposited in the Office of Land Revenue Records and Inrolments and
an entry thereof made or filed by me and also that the within named
James Kenneth Howard directed that such deposit and entry should
be sufficient inrolment of this Agreement Deed

J. R. Searnside

Keeper of the Records

29 October ~~4th June~~ 1855.

Fee ~~1.4.6~~
Fee £0.5.0

(P)