

**Volume 2 of Minutes of the
Courts of Swainmote and Attachment
held before the
Verderers of the New Forest
1886-1891**

Transcribed from the original by volunteers for the
New Forest Commoners Defence Association
as part of the **Through Our Ancestors Eyes** project
part of the **Our Past Our Future Landscape Partnership**
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Hosted on the **New Forest Knowledge** website
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and **New Forest National Park Authority**

Editorial notes.

The original documents are held on behalf of the Verderers in a fire proof book repository at the New Forest Heritage Centre who maintain the New Forest

The documents have been transcribed as close to the original as possible, following all spelling and capitalisation and most punctuation (except where needed for clarity). Editorial notes are supplied in square brackets ([...]). As such place names and personal names may appear with a number of non-standard variations.

The contemporary index is also given, but is very limited in scope and variable in coverage. Original page numbers are given thus [p.123] and can be found using the 'Ctrl+F' function. Due to the limitations of the contemporary index, use of the 'Ctrl+F' function to find words or phrases, bearing in mind variability in spellings that may have been used.

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[p.1]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House, Lyndhurst on Monday the twenty fifth day of January One thousand eight hundred and eighty six.

Present.

Sir Henry Charles Paulet Baronet.
George Edward Briscoe Eyre Esquire.
Colonel William Clement Drake Esdaile.
William Gascoigne Roy Esquire.

The Court was opened with the usual Proclamation by the Crier.

It was resolved that Sir H.C. Paulet be chosen Chairman of the Court in the absence of the Official Verderer.

The Clerk produced and read the return of the Sheriff with reference to the recent election of Verderers and the same was ordered to be entered upon the Minutes.

-Copy.-

The New Forest Act 1877.

I Adam Kennard Esquire Sheriff of the County of Southampton and Returning Officer for the Election of Verderers under the above mentioned Act hereby certify that in pursuance of the provisions of the said Act Joseph Henry Dart Esquire of Beech House Ringwood and The Right Honourable Henry John Baron Montague of Palace House, Beaulieu in the said County, were on the eleventh day of January instant duly elected Verderers of the New Forest. Dated this 15th day [p.2] of January 1886.

Adam Kennard
Sheriff
Returning Officer.

The Clerk stated that the Sheriff's account of expenses had not yet been received.

The Minutes of the last Meeting were read and confirmed.

Mr Roy called the attention of the Court to the omission from the Agenda Paper of all mention of the report he brought up to the last Court in answer to the Commoners Petition as to marking Cattle the consideration of which was adjourned from the last Court.

The Clerk was directed for the future to place a notice of all adjourned business on the Agenda Paper.

Mr Strange, Mr George Golden and others attended and stated that they had received no communication from the Promoters of the Petition above referred to as to the holding of the Public Meeting suggested by the Verderers at their last Court and no such meeting had taken place. He and those who were acting with him in opposing the prayer of the Petition had thought it respectful to the Court to attend and inform the Verderers thereof.

None of the Petitioners were present.

Mr Strange stated that he had been asked to lay before the Court a matter which in his opinion affected the interests of the Commoners very considerably. It was relative to the smaller species of Furze known as "bed" or "cat" furze which he stated was cut to a considerable extent by the Crown authorities and which in winter formed the staple food of the Forest Pony.

He stated further that the Winter had been very severe and was likely so to continue and the mortality even at the present time among the ponies was becoming a serious matter to the Commoners especially so where little or no Furze was to be found, and that owing to the [p.3] scarcity of the Furze many ponies found their way home in the Winter thereby incurring much extra expense on the owners thereof. He stated that Ponies thrived much better where furze abounded. And he requested the Verderers to consider and define whether such "bed" or "cat" furze did not constitute "Vert" and as such belong to the Commoners, and he stated the same should apply to "Rushes."

The Deputy Surveyor Mr Lascelles being present mentioned that the bed furze was cut for the benefit of poorer Commoners to supply food to their Cows and Heifers during the Winter month and that it might be used by some Commoners for bedding for their cattle, but that it was not cut for sale.

Col. Esdaile called the attention of the Court to the fact that for a few years past the Crown at the request of the Verderers had burnt this very stuff at certain places in the Forest to improve the pasturage for the Cattle of the Commoners.

Mr Strange stated he and those who he represented did not object to burning the "bed" or "cat" furze but did so to its being cut.

The Court promised to enquire fully into the matter. Mr Strange thanked the Verderers and retired.

Col. Esdaile undertook to bring up his report as to any necessary repair to Bridges and Drains to the next Court.

Mr Pink of Lyndhurst called the attention of the Court to the dangerous state of Cranmoor Bog near

Lyndhurst. The consideration of the subject was deferred.

Mr Roy having read certain resolution that he proposed to submit to the Court for adoption in reply to the said Petition as to marking Cattle. The Clerk was directed to send a copy of such Resolutions to each member of the Court for his information and the discussion of the subject was adjourned until the next Court.

Mr Roy was elected a member of the General Purposes Committee.

Subsequently it was resolved that the General Purposes Committee [p.4] should consist of every Member of the Court.

The following letter from the Clerk addressed to the Official Verderer of the New Forest and Verderers of the New Forest was read.

-Copy.-

Clerks Office. Romsey
January 14th 1886

Gentleman,

I beg to submit to you for your instructions as to how I am to act the following facts which have lately come under my attention on several occasions but more especially whilst holding your Court for the granting of Licences to Non-Commoners on the 13th January 1886 at Beaulieu.

From information gathered it would appear that a practice is arising in some parts of the Forest for owners of land having Common rights, to cut up such lands into allotments of from a quarter of an acre to say two or three acres and to let these allotments to different tenants.

The Tenants of these Allotments thereupon claim as "Commoners" right to depasture an unlimited number of animals in the Forest. To mention one instance which arose yesterday a tenant of Mr Biddlecombe at Beaulieu holding one quarter of an acre having rights claimed through him a right to turn out no less than three animals in respect of such quarter of an acre of land.

If such claims are admitted it would be as easy for a man renting only one rod of land having rights to turn out 100 head of cattle as for a Commoner holding 100 acres of land to do so. And the whole discipline of the Forest would thus be subverted.

I would venture to suggest that as the old rule of "levant and couchant" is now owing to Sec. 19 of the New Forest Act 1877 practically obsolete a limit as far as these holdings are concerned should be fixed of one animal for each quarter of an acre and this section jointly with section 25 would seem to point to a power to make a Bye Law dealing with the subject. The number I venture to suggest would give a Commoner four times the advantage of a non commoner who is only allowed to turn out one animal per acre.

To refer to another matter I trust the Court will see the way to alter the marking fee for Cows and Heifers (Cows now are charged six pence and Heifers one shilling and six pence) to one shilling respectively so as to make the fee a uniform charge. The present fees have the effect of making an unnecessary and difficult distinction in these classes of animals.

I would further venture to add that many complaints have been made to me as to the want of better Stallions in the Forest and I have been requested to bring this matter under your attention.

I am, Gentlemen,

Your obedient Servant,

G.F.W. Mortimer

To the Right Hon. G. Sclater Booth M.P. Official Verderer of the New Forest and the Verderers of the New Forest.

The Clerk stated that the original letter had been sent to the Official Verderer and returned to him by the Official Verderer with orders to send a copy to each Verderer which had been done.

The Court directed the Clerk in future to send all copies of letters and reports simultaneously to the Official Verderer and the other members of the Court.

The Letter was referred to the General Purposes Committee for a report thereon.

The Committee was fixed for Monday the 22nd February next at 11.30 at the Verderers Hall.

Mr Roy stated that his report as to Tree Planting would be ready for the same Committee to consider.

The Clerk read the following letter from Mr Bovil Smith and [p.6] the correspondence therein contained which was ordered to be entered on the minutes.

-Copy.-

Wykeham House
Fareham, Hants.
Jany 2nd 1886

Dear Sir,

L. & S.W. Railway Co. of Verderers of the New Forest.

—//—

Enclosed I send you copy correspondence with the Coy^s Surveyor and await your instructions.

Yours faithfully

C.B. Smith

G.F.W. Mortimer Esq^{re}

66 Cannon St.
London, 22nd Dec^r 1885

Dear Sir,

South Wester Railway, Bournemouth Direct Line
and Verderers – New Forest

—//—

We regret that the claimants adhere to the accommodation works.

The claim we see is made out for the interest or rights of the Commoners.

Will you please let us know what these interests, or rights consist of, and how you arrive at so high a figure as £660.

Yours faithfully

V. Buckland & Garrard

G.B.[sic] Smith Esq^{re}, Fareham.

Wykeham House, Fareham.
Dec^r 24th 1885.

Dear Sir,

South Western Railway, Bournemouth Direct Line
and Verderers – New Forest.

—//—

[p.7]

The Commoners rights are levant and couchant, pannage[,] turbary, wood, and marl pits.

You will excuse my giving you details as to amount of claim as on an enquiry they may be used to my disadvantage.

Yours faithfully,
C.B. Smith

Mess^{rs} Buckland & Garrard.

66 Cannon Street
London. 29th Dec^r 1885

Dear Sir,

South Western Railway. Bournemouth Direct
and Verderers – New Forest.

—//—

From the information we have been able to obtain we cannot make the value of your clients interests nearly so much as the sum you claim.

It is no doubt a case in which there is room for difference of opinion, and we beg to suggest that the matter be referred to a sole arbitrator.

If you concur in this will you please send us some names.

Yours faithfully,
V. Buckland & Garrard.

C.B. Smith Esq^{re} Fareham

The Verderers directed the Clerk to write to Mr Bovil Smith suggesting that their claim for compensation should be referred to a Jury to assess.

The Clerk produced the drafts of the yearly account and summary thereof and the Vouchers which he was directed to submit to the Auditor as usual.

The Clerk produced the Financial Statement as follows:-

[p.8]

1885		£	s	d	1885		£	s	d	
Nov 17	By balance from last a/c	222	19	11	Nov 17	To paid Police fees in cases viz'				
	" Cash of Agisters at Court yesterday for marking Common ^s Cattle & pannage, viz':				19	Newbolt v Sherwood 1/6 D ^o v Blake 1/6	2	9	6	
	A. Chandler Marking fees 10.0.0 Pannage 1.3.0	11	3	0		" J. Digby Esq ^{re} Counsels fees		3	0	
	C. Evemy " " 2.12.0 " 2.12.0	5	4	0		" Drake & Co. Stationery	19	0		
	C. Newbolt " " 4.9.0 " 8	4	9	8	20	" Hon. G. Lascelles Fence Month & Winter Heyning	1	0	0	
	J Moody " " 1.18.0 " 2.0.8	3	18	8	23	" Bennett Brothers Advertizing	7	4	0	
19	" cheque of Bennett Brothers amount charged in error 17/11/85	3	0	0	26	" H. King D ^o	1	5	0	
Dec 21	" cash of Agisters for marking Common ^s Cattle & pannage to this time viz':				Dec ^r 2	" D ^o D ^o	3	1	0	
	A. Chandler Marking fees 3.0 Pannage 2.19.0	3	2	0	7	" D. Lunn Repairs to Bridges &°	9	3	0	
	C. Evemy " " 6.0 " 1.4.4	1	10	4	21	" Cheque Book		5	0	
	J. Moody " " 5.6 " 1.9.4	1	14	10	"	" Mr Mortimer ¼'s salary to Xmas /85	37	10	0	
	C. Newbolt " " 3.14.6 " 3.4.0	1	18	6	"	" Agisters D ^o viz' Newbolt £17.10, Evemy £17.10.0, Chandler £17.10.0 & Moody 17.10	70	0	0	
					"	" C. Newbolt (Crier of Court) Fees	1	10	0	
					" 31	" Collis, Copying & Binding Registers	2	12	6	
						" Lordan, Printing	2	3	0	
						" Millard, Materials for marking		14	0	
						" H. King, Printing		13	3	
						Balance carr ^d down	298	15	2	
		£	439	7	5		£	439	7	5
1886	By Balance brought down.	298	15	2	1886					
Jan 11	" cash rec ^d of Non-Comm ^s for Licences (by Clerk at Romsey) to this date, viz'				Jan 23 rd	Balance in hand	415	18	2	
	Licences £1.12.6 Head money £4.7.6									
	Marking fees £1.14.6	7	14	6						
	" cash rec ^d of Non-Comm ^s for licences at Lyndhurst on 11 th inst., viz'									
	" Licences £7.2.6 Head money £19.7.6									
	Marking fees £7.4.6	33	14	6						
14	" Cash rec ^d of Non-Comm ^s for Licences at Beaulieu on 13 th inst., vizt: Licences £10.5.0									
	Head money £20.17.6 Marking Fees £8.6.6	39	9							
16	" Cash rec ^d of Non-Comm ^s for Licences at Fordingbridge on 15 th inst., viz Licences £8.10.0									
	Head money £19.17.6 Marking fees £7.17.6	36	5	0						
		£	415	18	0		£	415	18	2

[p.9]

The Clerk reported that he had attended on the days and at the places ordered by the Verderers to issue Licences to non-commoners and that the attendance had been good especially at Fordingbridge.

Mr Eyre handed in the following report as to Tree planting in the Forest:

That he had inspected parts of Denny Wood outside the Inclosure there and also Matley Wood, with Newbolt the agister on Thursday Jan^y 6th and found the open spaces in the unenclosed woods and along the edges thereof largely planted with saplings, and in some cases where there was already an ample succession of wild saplings.

The Agisters attended and handing in the following reports on the same subject.

(Copy)

Burley, Jan^y 25th 1886.

To the Verderers of the New Forest.

Gentlemen,

I beg leave to report that there has been 200 Trees planted in the open Forest between Markway Bridge and Burley Rock Hill.

Charles Evemy,
Agister of the Western District.

The Weirs, Brockenhurst
January 23rd 1886

G.F.W. Mortimer Esq^{te}

Sir,

I have to report that there has been about 100 or more trees planted in and near Hinchelsea wood in the Forest. About 50 beech, 50 oak and a few Horse Chesnut [*sic*] trees.

I have also to report that a M^r W.S. Cricknell now lodging at oak cottage, Brockenhurst has erected a temporary iron house near Willises Inclosure in Rhinefield Walk in the Forest. It is about 7^{ft} by 4^{ft}. I saw M^r Cricknell and he informed me that he had got permission from the Hon. G. Lascelles.

I am Sir, Yours obediently, A. Chandler

[p.10]

The Clerk read a report of the Agister Chandler as to Swine Fever in his district.

(Copy.)

The Weirs
Brockenhurst
Jany 16th 1886

G.F.W. Mortimer Esq^{te}

Sir,

There is a fresh outbreak of Swine Fever at Ober Farm, Brockenhurst in the New Forest (in Rhinefield Walk) in the occupation of J. Morant Esq^{te} of Brockenhurst House, there are nearly 100 pigs at the place.

Ober Farm is about one mile from the road leading from Brockenhurst to Lyndhurst on the West side but there is only a read to the farm, no parish road any further, and no traffic pass the farm.

I remain Sir, Yours obediently,
A. Chandler, Agister

The Verderers considered that inasmuch as the whole matter was before the Privy Council through the local authority it would not be necessary for them to take any steps at present with reference to the outbreak.

The Clerk handed in two notices he had received from Mess^{rs} Fowler & Co with reference to the South Hampshire Railway and Pier late Swindon Marlborough and Andover Railway. They were ordered to lay on the Table.

This concluded the business of the Court.

[signed] *H:C: Paulet, Ver^d N: Forest*

[p.11]

At a court of Swainmote and Attachment held in the Verderers Hall at the Queens House, Lyndhurst on Monday the 8th day of March 1886.

Present.

Sir Henry Charles Paulet Baronet.
George Edward Briscoe Eyre Esquire.
Colonel William Clement Drake Esdaile.
William Gascoigne Roy Esq^{re}

The Court was opened with the usual proclamation by the Crier.

It was resolved that Sir Henry Charles Paulet Bart. be elected Chairman of the Court in the absence of the Official Verderer.

The Minutes of the last meeting were read and confirmed.

M^r Lascelles being present, stated that there were no presentments.

The following Reports of the Agisters as to the Heather which it would be advantages on behalf of the Commoners should be burnt were read and discussed with M^r Lascelles.

(Copy Reports)

8th March 1886

To the Verderers of the New Forest.

Gentlemen.

I beg to report that there are several places in my District which some of the Commoners wish to be burnt with your sanction, about 6 or 8 acres viz.: Rock Hills, Burley, Harvest Slade Bottom and a place near Bushy Brattley.

[p.12]

I remain Gentlemen,
Your obedient Servant
Charles Evely
Agister of the West District.

The Weirs, Brockenhurst
March 1st 1886.

Sir

With regard to places in my the South District that require burning, they are Furzey Lodge Bottom, Palmers Water Bottom in Lady Cross Walk, each side of the cutting that runs from Fletchers Thorns Enclosure to Queen Bower and each side of the cutting that runs from Warwickslade bridge to Queen mead in Rhinefield Walk.

Yours obediently
A. Chandler

Agister.

To, G.F.W. Mortimer Esq^{re}

Bank, Lyndhurst
March 5th 1886.

To the Verderers of the New Forest.

Gentlemen,

A report as to places wanting to be burned in the Forest in my District: an open space of Heath from the corner of Denny Wood on towards Blackdown Station and the open space Heath from Matley Bog towards Blackdown Station and an open space of Heath at Longwater in front of Ashurst Lodge.

Your obedient Servant
Charles Newbolt
Agister.

The Clerk was directed to send copies to M^r Lascelles with a view to his having so much burnt as he considered proper.

[p.13]

The Agisters were instructed to be present at the burning and to arrange with as many commoners in the various Localities as they could to assist at such burnings.

The Report of the General Purposes Committee was presented and read and ordered to be laid on the Table.

The following Resolutions on the subject of the Commoners Petition referred to in the said Report were then read and passed:—

The Court having fully considered the contents of the several petitions of Commoners with regard to the marking of cattle presented to the Court on the 28th September 1885 and what was then urged in support thereof by a Deputation of the Petitioners who attended the Court for that purpose and having also considered a Report on the subject prepared by one of the Verderers at the request of the Court and presented and read at a meeting of the Court on the 16th November 1885 and having at that Court again hear the Deputation of Petitioners in support of their petition and having also heard what was urged by a Deputation of Commoners who were opposed to the prayer of the Petition. It was resolved:—

1. That in the opinion of the Court it would be unwise in the interest of the Commoners and non commoners who turn out in the Forest to abolish the marking of Cattle as practised until some equally efficient system of identification can be discovered under which the turning out of cattle in fraud of the Commoners can be readily and effectually detected and punished.
2. That none of the suggestions which have reached the Court would provide an efficient system of identification such as could in practice be relied on.
3. That the substitution of a rate for the present system of fees would be in the opinion of the Court distasteful to the great body of the Commoners, could not be made applicable to the non

commoners and would be unjust in its operation on the very considerable numbers of Commoners who do not exercise their [p.14] rights of common.

4. That the proposal of the Petitioners that they should be allowed to turn out an unlimited number of Cattle on payment of the rate (or as was urged by the Deputation on payment of one marking fee) would inflict great injustice on the smaller Commoners and could not be seriously entertained by the Court.

5. That the request made by the Petitioners that the Court should employ one Agister only for watching the whole of the Forest is one which on the opinion of the Court if complied with would lead to innumerable cases of depredation on the rights of the Commoners and would consequently be most injurious to their interests.

6. That these resolutions be communicated to the Petitioners together with a Print of M^r Roy's report to the Court on this subject.

Certain Deputations of the Commoners being in waiting they were then admitted and the Clerk was ordered to read the resolutions to them.

It was arranged that the resolutions should be printed and that copies thereof together with a copy of M^r Roy's Report might be obtained gratis from the Clerk.

Mr Strange from Fritham spoke of the great mortality among the ponies owing to the severity of the weather and asked that the marking fees in respect of such animals might be reduced from one shilling and six pence to one shilling.

The Court stated that it was too late in the Season to alter the fees this year but the matter should be taken into consideration.

M^r Pink attended and presented his Report of the amount of subscriptions he had collected and the estimate for the works to be carried out for Draining Cranmore Bog. The Court granted him a donation of £10 towards the expense of such work provided the works were carried out to the satisfaction of the Verderers or their nominee.

M^r Lascelles mentioned certain drainage works and repairs to Bridges [p.15] which were required at Balmer Lawn and Fullyford Bridge and the matter was referred to Col. Esdaile to report on.

The Court then proceeded to consider the remainder of the Report of the General Purposes Committee and the same as amended was adopted and passed.

(Copy Report.)

Your Committee report that they have carefully considered and approved M^r Roy's resolutions to be sent in reply to the Petition presented to the Court of Swainmote held on the 28th day of September 1885 as to marking Commoners' Cattle and subject to an amendment proposed by M^r Eyre in resolution 3 which M^r Roy will consider and report on to the Court. They recommend their adoption.

Your committee have considered a letter from the Clerk dated the 14 January 1886 and referred to them by the last Court and with reference thereto report:—

That on reading the Clerk's letter as far as relates to the subdivision of Commonable land they are of opinion that the Clerk should be instructed to bring before the Court the case of any application by a Commoner to have his cattle marked in which he is of opinion in his discretion that the application includes more cattle than the Commoners land warrants under the Law of Levancy and Couchancy.

That on the question of the fees to be paid in future for marking Cows and Heifers. Your Committee recommend that the fee for marking a Cow be raised from 6^d to 1/- and the fee for marking a Heifer be lowered from 1/6 to 1/- so as to assimilate the fees for marking Horned Cattle.

That the rest of the said letter has not been considered by your Committee.

Dated the 22nd day of February 1886.

A discussion was raised as to the purchase of Stallions and the further consideration of the subject was ordered to stand over until the next Court.

[p.16]

The Court next proceeded to consider Col. Esdaile's proposed alterations and amendments to the existing Regulations with respect to the duties of Agisters. Certain extra clauses and amendments were suggested and the further consideration of the matter was postponed to the next Court. Col. Esdaile undertaking to report further on the subject.

The Clerk produced a letter from Mess^{rs} Bircham & Co and his reply hereto which was ordered to be entered on the minutes.

(Copy)

46 Parliament Street, Westminster S.W.

Dear Sir,

Bournemouth etc. Act 1883. Verderers.

We have received from the Engineer a Plan shewing an overbridge which he proposes to substitute for the underbridge described as C in section 7 of the above Act seeing that the Embankment has already been formed at that point.

We send you a tracing of the Bridge on which is shewn a section indicating the position. The approaches would run out for a short length into the Forest but we have no desire to acquire permanently the land for that purpose and we understand that you would be able to arrange it. There is an easy gradient of 1 in 16.

Will you look into the matter, and write us with your approval at your earliest convenience.

Yours faithfully,
Bircham & Co.

G.F.W. Mortimer Esq^{re}.

Romsey, Hampshire.
30th January 1886

Dear Sirs,

As your Company are disputing the claim for compensation sent in by the order of the

Verderers on behalf of the Commoners of the New Forest & are proposing to fight such claim. The negotiations as to the Bridge being substituted for the subway must be considered, until I receive further orders, at an end. The Court may now require the accommodation works directed by the Act of Parliament to be carried [p.17] out.

Yours faithfully

G.F.W. Mortimer, Clerk.

Mess^{rs} Bircham & Co.

The Clerk was directed to write as follows to Mess^{rs} Bircham & Co.

Dear Sirs,

L. & S. W. Ry. Coy.
Bournemouth Direct

Romsey, Hampshire
12th March

Referring to my letter of the 30 January 1886. I am directed by the Verderers present at a Court of Swainmote held on the 8th March inst. to inform you, that as your company have thought fit to dispute the very reasonable claim for compensation sent in by the Verderers on behalf of the Commoners of the New Forest. The Court is by no means disposed to relieve your Company from any portion of their engagements as embodied in the Act of Parliament authorizing the construction of the above line of Railway.

Yours faithfully

G. F. W. Mortimer

Mess^{rs} Bircham & Co.

The Agisters produced the following Reports as to Tree planting in their Districts.

8th March 1886

To the Verderers of the New Forest

Gentlemen.

I beg to report that there are 300 Oak & Beech, and 35 Sycamore and Chestnut trees planted near Redrice Burley. 200 oak at Viney Ridge and about 200 Oak and Beech, Lime and Chestnut each side of the road leading from Emery Down to Boldre Wood.

I remain, Gentlemen, Your obed^t Servant

Charles Evemy

8th March 1886

Gentleman,

I beg to report that about 40 foreign trees have recently been planted in Eyeworth and Ashley Walks.

I remain Your obedient Servant, John Moody

[p.18]

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

(Copy)

1886		£	s	D	1886		£	s	D
1886	By Balance from last a/c	415	18	2	1886	To Messrs Bennett Bros. for Advertising a/c			
Jan'y 23 ^d	" Cash received of Agisters at Court yesterday for marking Commoners Cattle viz:—				Feb'y 22	£2. 8. 9. Printing 25 copies 3. 6	2	12	3
	A. Chandler £1 7 0				" "	" Agisters for postage &c during the past year viz:—			
	C. Newbolt 16 6	2	3	6		Newbolt 5 0			
" "	" D ^o D ^o for pannage money:—					Evemy 5 0			
	A. Chandler £ 15 0					Chandler 5 0			
	C. Newbolt 6 0	1	1	0		Moody 5 0	1	0	0
" "	" Cash received of non-Commoners for licenses by Clerk at Romsey to the 22 nd inst., viz:—					Balance in Hand	423	3	5
	Licenses £1 10 0								
	Head Money £4 7 6								
	Marking fees £1 15 6	7	13	0					
	£ 426 15 0						£ 426 15 8		

The Agister Chandler reported that M^r W.L. Picknell had erected two huts of Iron near Aldridge Hill Enclosure in which he and another gentleman were painting Pictures of the Forest.

A complaint was made of a Stallion depasturing in the Forest near Beaulieu but as it appeared that this animal last year had been passed Lord Montague the Clerk was directed to write to his Lordship that as at least two other Stallions were now at large in that District the Verderers present would be glad if he would concur in having the [p.19] Animal in question excluded from the Forest.

Cheques were ordered to be drawn for the Sheriff's a/c for the election of Verderers 1886 £15.5.0 and for M^r G.A. Webb's fee for Auditing the Verderers accounts for 1885 – £3.8.0.

The Agisters attended and accounted for the following fees which had been paid to the Clerk at the last General Purposes Committee.

A. Chandler, paid for marking fees	£1. 7. 0
C. Newbolt "	16. 6
A. Chandler " for pannage	15. 0
C. Newbolt "	6. 0

This concluded the business of the Court.

[signed] H:C: Paulet: Verd. N. Forest.

[p.20]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 17th day of May 1886.

Present.

Sir Henry Charles Paulet Baronet
George Edward Briscoe Eyre Esquire
Colonel William Clement Drake Esdaile.
William Gascoigne Roy Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that Sir Henry Charles Paulet Bart. be elected Chairman of the Court in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Honorable Gerald Lascelles Deputy Surveyor of the New Forest attended the Court and reported that numerous felonious fires of gorse, heath and furze had occurred of late and were constantly occurring and that very serious damage was caused thereby.

He made application to the Court for the appointment of Sixteen Forest Keepers and Under Keepers as Special Constables in pursuance of 1 and 2 William IV C.41 for the purpose of the prevention of these Acts of Felony and the detection and apprehension if possible of the offenders and made deposition in the necessary form of affidavit according to the said Act as follows:—

New Forest in	}	I Gerald William Lascelles of Lyndhurst in the New Forest in the
the Country of	}	County of Southampton Deputy Surveyor of the said New Forest
Southampton	}	upon my oath say:—

[p.21]

That on the twenty eighth day of February and the ninth thirteenth and fourteenth days of March one thousand eight hundred and eighty six and the second, fourth and ninth days of May one thousand eight hundred and eighty six a series of felonious acts have been committed in the various parts of the said New Forest by some person or persons unknown whereby very serious injury might have arisen to the plantations and other property of Her Majesty situate in the said New Forest and that I apprehend that such offences will continue to be repeated. That the ordinary constables for preserving the peace in the several parishes and townships within the perambulation of the said New Forest are not in my opinion sufficient in number for the detection and discovery of the offender or offenders for the preservation of the peace and for the security of the property of Her said Majesty within the said New Forest.

Sworn by the said Gerald William Lascelles before	}	
us at a Court of Swainmote holden at Lyndhurst in	}	Gerald W. Lascelles.
the New Forest in the County of Southampton this	}	
17 th day of May 1886.	}	

H.C. Paulet	Verderer	New Forest.
G.E. Briscoe Eyre	Verderer	New Forest.
W. Clement D. Esdaile	Verderer	New Forest.

The Verderers thereupon determined that M^f Lascelles application should be granted and the following Forest Officers being in attendance were accordingly sworn in, in the form prescribed by 1 and 2 W^m IV C.41 as Special Constables to act within the limits of the New Forest for 12 months next ensuing.

George Bumstead, Ashley Lodge, Fordingbridge, Keeper.
 Frank Harrington, Minstead, Lyndhurst, Underkeeper.
 Henry Smith, Holly Hatch Cottage, Broomy Township, Ringwood, Underkeeper.
 Arthur Parnell, Fritham, Lyndhurst, Under Keeper.
 John Wilkins, Ironshill Lodge, Lyndhurst, Keeper.
 George Gale Sen^r, Church Place Cottage, Totton, Underkeeper.
 [p.22]
 Joseph Fielder, Bramshaw, Lyndhurst, Underkeeper.
 James Coles, Wilverley Lodge, Wooton, Lymington, Keeper.
 Samuel Gulliver, Burley, Ringwood, Underkeeper.
 John Slightam, Holmsley, Ringwood, Underkeeper.
 John Bumstead, Denny Lodge, Keeper.
 Joseph Tuck, New Copse Cottage, Brockenhurst, Under Keeper.
 Charles Thorn, Aldridge Hill Cottage, Rhinefield Township, Under Keeper.
 Francis Lane, Bolderwood, Lyndhurst, Keeper.
 Charles Bessant, Norley Wood, Boldre, Under Keeper
 Charles Hirst, Linford Cottage near Ringwood, Underkeeper.

The Clerk was directed to give the necessary notices to the Home Office and Lord Lieutenant of the County of their appointment.

The Court then proceeded to hear the cases presented for the Trial as follows:—

John Moody	}	Defendant was charged that he not being one of the Commoners of the
v	}	New Forest acting in the due exercise of his right or rights of common
James Mouland	}	did cause or allow certain animals to wit four horses to depasture in
		the Forest without having previously obtained a License from the Verderers

for such animals to depasture in the Forest contrary to the Bye Laws of the said New Forest.

The Defendant did not appear but his Son appeared and stated that he was too ill to be in attendance.

Charles Cull sworn:— I am a Police Constable stationed at Cadnam. On Tuesday May 11th I served a copy of the summons on M^{rs} Mouland at the residence of the Defendant at Godshill. M^{rs} Mouland said that she did not know if her husband would be able to attend but if not M^r Thompson would but she would give her husband the summons.

Alfred Chandler sworn:— I am an Agister of the New Forest. On the 6th of May I saw Four ponies belonging to the Defendant depasturing at Balmers Lawn. Prior to this on the 20th of April a man named Moulard called on me and asked me to mark some ponies for him which were in M^r Bradford's yard. I went and saw the ponies which were those I subsequently saw at Balmers Lawn. I declined to mark them until I [p.23] had communicated with the Agister of the District from whence they came. Two ponies had been running there for two or three years. I marked two of them last year for Moulard at Moody's request with his Moody's mark and gave the account to Moody. The other two I had not marked.

John Moody sworn. I am an Agister of the New Forest. On the 15th of April I was at Godshill. The Defendant asked me to mark some ponies for him. I said where is your land. He said at Fordingbridge. I said what is your claim. He said Mr Thompson could tell me all about that. I said I have nothing to do with Mr Thompson but if you can tell me where your land is and what the number of your claim is I will mark your Cattle. The Defendant lives in a Cottage of M^r Thompson's with land attached to it to which there is no right of pasture. On the 6th May I went with Chandler to Balmers Lawn who pointed out to me Four ponies as Moulard's. I charged two of them to Moulard last year and he paid me the fees I then thought he was a Commoner. He had 27 horses and 2 horned stock marked last year. I have not marked anything for him this year and he has not taken out a License. I have not applied to M^r Thompson.

The Defendant's son stated that his Father had Common rights under Mr Thompson but he could not give particulars.

A Letter from M^r Thompson his Landlord containing the N^o of Moulard's Cottage in Register of Commoners was handed in which not proving satisfactory, the Case was adjourned for further enquiries and the attendance of the Defendant.

The Clerk mentioned that he had issued a summons against John Phillips of Beaulieu Rails, Boldre, Farmer for not removing his Stallion from the Forest after notice, the same not having been passed and marked as required by Bye Law N^o II but that Col. Esdaile had written to him that he had declined to sign the summonses. Col Esdaile explained his reasons for not having signed same and that he was unaware that the Verderers at their last Court (he having quitted the Court earlier) had ordered the Clerk to take proceedings for the removal of the Animal from the Forest. The Agister [p.24] Chandler informed the Court that the Animal had been castrated on the 12th inst. the question was thus set at rest by compliance with the Verderers decision.

M^r Lascelles applied to the Court to know whether the Agisters had orders to bury ponies and other animals found dead in the Forest and complained that many ponies and other animals were at present lying in different parts of the Forest in a state of decomposition, and stated that he had given his Keepers orders when they found a dead animal to give the Agister notice thereof and if it was not removed within 24 hours to bury it.

The Court considered that it would be necessary for the Agisters to see any Animal that was so found dead for the purpose of identification and a discussion took place as to the time that should be allowed for such identification. Mr. Lascelles suggested three days. M^r Strange and other Commoners who were present suggested a week in order to give the Agister time to communicate with the owners that they might identify the animals themselves before they were buried.

The Verderers considered that the same length of time should not be allowed to pass in Summer as in Winter, but promised to look into the whole matter forthwith and to issue the necessary directions to the Agisters.

M^r Pink attended and requested the Court to pay over the £10 voted at last Court for the works to be carried out for draining Cranmore Bog. He was however informed that the money would not be handed over until the works had been carried out to the satisfaction of the Verderers.

Henry Bryant of Godshill attended the Court and complained that the Agister Moody had declined to mark his Cattle. He stated that he rented one acre and eleven perches of land extra parochial within the Manor of Fordingbridge formerly in the occupation of Benjamin Clark and near the "Fighting Cocks" Inn part of claim 414 and that this was all the rights he had mentioned to the Agister. That he had turned out last year in respect of such claim 19 horses and 6 horned [p.25] stock. He stated that he had taken since the 25th of March 30 acres part of claim 356 but he did not know the Tithe numbers in respect thereof. He was requested to satisfy the Agister as to the Tithe number of the 30 acres he had taken and that the same had Forest Rights.

Charles Absolom of Godshill made a similar complaint. He stated that he was the owner of three acres one rood and thirteen perches being claim N^o 835 and that he had turned out last year in respect thereof 28 horses and 11 horned cattle. He stated that he had lately taken 20 acres part of claim N^o 414 but he did not know the Tithe Numbers. He was directed to satisfy the Agister as to the Tithe Numbers of the 20 acres he had taken and that the same had Forest Rights. He complained of the want of notice that the Verderers proposed to enforce the law of Levancy and couchancy and was informed that this year the Court intended to deal liberally [*sic*] in the matter but it was impossible that he could Winter the number of Cattle he had turned into the Forest last year on three acres one rood and thirteen perches which he at once admitted.

The Clerk explained his reasons for asking the Official Verderer to call a Special Court last month and the difficulties he had on account of Financial and other reasons in carrying out the Verderers resolution passed at the last Court dealing with the question of subdivision of commonable land and the question of Levancy and Couchancy and he asked for further instructions. A discussion took place in which every member of the Court joined and finally the Clerk was informed that he was to act on his own discretion in ordering the marking of Commoners Cattle taking a liberal view of the number of Cattle each Commoner should be allowed to depasture in the Forest in respect of his holding and where satisfied that the number of Cattle claimed to be depastured in the Forest was not exorbitantly in excess of the Law of Levancy and Couchancy he was to order the marking and where dissatisfied he was to report to the Court for further instructions.

[p.26]

On the question of Tree planting on the motion of Mr Roy it was resolved that the Clerk prepare and lay before the Court a statement showing the extent of Land and number of Houses in respect of which Rights of Common were found to be exercisable by the decisions of the Commissioners acting under the 17 and 18 Vic. Cap.49 (The Act of 1834) in the following form:—

Number of Acres entitled to common of Pasture.

Number of Houses entitled to common of Turbary.

Colonel Esdaile reported that the Drainage work was proceeding.

The consideration of Colonel Esdaile's report as to the proposed alterations and amendments to the existing Regulations with respect to the duties of the Agister was adjourned.

Colonel Esdaile complained of a notice that had been affixed in Burley Manor signed by the Clerk to the Verderers prohibiting animals going from Burley Manor into the Forest and read the correspondence which had taken place between himself and the Clerk on the subject.

The Clerk having been heard in explanation was directed to [*sic*] future not to leave the filling up of the Notices to the Agisters bit to see them properly filled up before they were posted.

Colonel Esdaile undertook to request M^r Davy the Clerk to the Divisional Committee to send the Verderers' Clerk a copy of all notices issued by the Committee dealing with Contagious Diseases amongst Animals owned by Persons living near the Forest.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

(see next page)

[p.27]

1886		£	s	d	1886		£	s	d	
March 16	By balance from last account	423	3	5	March 15	To Adam Kennard Esq ^{re} Fees as High Sheriff & Returning Officer at Election of Verderers on 11 th Jany 1886	15	5		
	" Fine and costs received from Supt. White in case Evemy v A. Toms					" G.A. Webb Esq ^{re} Fee for Auditing Verderers a/cs/85 & expenses	3	8		
	Fine £1. 5. 0					" G.F.W. Mortimer Esq ^r Salary to 25 th inst	37	10		
	Costs <u>5. 6</u>	1	10	6		" M ^r Cha ^s Newbolt (D ^o)	17	10		
April 7	" Dividend on £4000 Reduced 3 per cents in names of The Hon. G Sclater Boo*th Sir H.C. Paulet and Lord Henry Scott	58	0	0	26	" M ^r Cha ^s Evemy (D ^o)	17	10		
						" M ^r Alf ^d Chandler (D ^o)	17	10		
						" M ^r John Moody (D ^o)	17	10		
						Balance in hand	<u>356</u>	<u>10</u>	<u>11</u>	
		£	<u>482</u>	<u>13</u>			£	<u>482</u>	<u>13</u>	<u>11</u>

The Agisters attended and paid over the following fees:-

Charles Evemy for marking	£62. 3. 6
Alfred Chandler	" £38. 6. 0
John Moody	" £17.16. 6
Charles Newbolt	" £ 8.14. 0
— and —	
Charles Evemy for pannage	8. 4
John Moody	2. 8

Cheques were ordered to be drawn as follows:-

M ^r F.L. Lordan.	Printing	6/-
Mess ^{rs} Drake & Co	Agisters Ticket Books	£1.18. 0
M ^r H King	Printing Resolutions	4/6

The rest of the business was deferred until Tuesday the 22nd of June at 11.30 to which day and hour the Court was formally adjourned.

[signed] H.C. Paulet – Verd: N: Forest.

[p.28]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 12th day of July 1886.

Present.

Sir Henry Charles Paulet Baronet.
George Edward Briscoe Eyre Esquire.
Joseph Henry Dart Esquire.
William Gascoigne Roy Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that Sir Henry Charles Paulet Bart. be elected Chairman of the Court in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Court proceeded to try the Case:—

Charles Evemy } The Defendant was charged that he on the 25th day of June 1886 at Wilverley
—— v —— } in the New Forest in the County of Southampton did unlawfully cause or
Mair Bradford } allow to depasture in the said New Forest certain commonable animals to wit
Two Mares bearing or distinguished by a mark devised by way of copy or in imitation of a mark for
the time being used by an Agister of the New Forest for marking the same description of Animals
and were party to the marking of such commonable Animals with such mark devised by way of
copy or in imitation as aforesaid contrary to the Bye Laws of the said New Forest and to the Statute
in that Case made and provided.

Defendant pleaded not guilty.

[p.29]

Charles Evemy, sworn. I am an Agister of the New Forest. On the 25th June last I was in the New Forest at Wilverley. I saw two mares belonging to M^r Bradford with my tail mark fresh. I have seen them several times since in the Forest. I had not marked them this year. I have not been applied to by ~~him~~ the Defendant to mark them. On the 7th July I saw M^r Bradford. I asked him where his mares were. He said, in the Forest. I said who marked them. He said, I did, they were in my Field and I can do what I like with my own. I told him it was against the Laws of the Forest. He is a Commoner.

Defendant was fined £1 and 11/4 costs which he paid.

The Clerk reported that acting on the orders of the Official Verderer he had caused a Petition to be presented against the Lyndhurst Gas and Water Provisional Order in order that the Verderers' clauses might be inserted therein, that on the Company inserting the clauses the Petition had been

withdrawn, and he presented the Parliamentary Agents (Mess^{rs} Martin & Leslie) costs in respect thereof for payment.

M^r Roy took exception to the presentation of the petition without the leave of the Court and objected to the spending of Commoners money in such manner.

The Clerk explained that he had acted under the Official Verderers orders and on account of the urgency of the matter these had to be obtained in a great measure by telegram. He further contended that the clauses were unnecessary to be inserted in the order for the protection of the Commoners.

M^r Roy asked that Mess^{rs} Martin & Leslie's Bill should be referred to him to report on to which the Court assented.

The Clerk reported that Mess^{rs} Bircham & Co on behalf of the London and South Western Railway Company had agreed to accept M^r Bovill Smith's figures (viz: £660) in respect of the compensation to be paid by the Company to extinguish the Commoners rights in and over the land required for the purposes of the Bournemouth Direct Line. That he had sent M^r Bovill Smith's account (£26.5.0) to [p.30] Mess^{rs} Bircham & Co for settlement and he produced an agreement sent to him for the approval of the Court and asked for instructions how to reply to the Company's former application for leave to substitute a Bridge at point "K" in lieu of a cattle creep at point "G" on the plan produced.

It was resolved to sanction the substitution of a Bridge for the Cattle Creep provided the Company before acquiring from the Crown any land which might be required for the construction of the Bridge and its approaches agreed to supply to the Verderers a plan of the proposed Bridge shewing the additional land sought to be acquired for their approval and would also agree to pay the Verderers a nominal sum of money by way of recognition of and compensation for the rights of the Commoners in and over any additional land so to be acquired as aforesaid.

The Verderers further directed their Clerk to return the draft agreement to have these terms embodied in it and a proper plan of the Bridge and its approaches laid down upon it, and to see that a clause was added to it, as to the future maintenance of the Bridge and its approaches.

The Clerk mentioned the Case of John Moody v James Moulard adjourned from the last Court and stated that the Defendant rented about an acre of land only under M^r Thompson which had Forest rights. As the Defendant did not appear the Case was abandoned.

The Agister Newbolt handed in the following report which was ordered to be entered on the Minutes.

Copy.

Bank, Lyndhurst
June 7th 1886.

To the Verderers of the New Forest,
Gentlemen,

I beg to report that a New Road has been made and gravelled from the New Cemetery at Lyndhurst, crossing by Boltons Bench in a straight line to the end of the Lyndhurst [p.31] Street, thereby doing damage to the pasture for Cattle.

from Your obedient Servant
Charles Newbolt, Agister.

The Clerk was directed to write to the Clerk to the Burial Board of Lyndhurst requesting payment of a nominal consideration of 5/- per annum by way of recognition of the Commoners' rights in respect of the destruction of pasture by making the said Road, and to point out that in future any proposed interference with the open Forest must be the subject of an application to be made to the Court before any works were undertaken.

The Agister Evemy reported that he had found a Cow and Calf wandering unmarked in the Forest and in a very sad condition. He had had them a month under his care and they were now recovered. He had made every possible enquiry for the owner but without success and the Clerk was directed to issue an advertisement in the Western Gazette stating that the Cow and Calf would be sold at the Ringwood Market on Wednesday the 28th July instant, if not yet owned prior to that date and all expenses paid.

The Agister Chandler handed in the following Report which was ordered to be entered in the Minutes:—

(Copy.)

The Weirs, Brockenhurst, July 1886.

Sir,

Respecting the pony which I found in the Forest without any tail mark or visible brand and reported at the last Court of Swainmote held the 17th of May and was advertised to be sold at Lymington Market on the 29th of May, and was sold on that date for the sum of £3.10.0

	3.10. 0
Cost of maintaining Pony from 16 th March to the 29 th May at 8 ^d per day	2. 9. 4
D ^o for assisting to my place from Forest	1. 6
D ^o D ^o to Lymington Market	1. 6
Cost of selling, crying and tolls	<u>6. 0</u> <u>2.18. 4</u>
	Balance 11. 8

[p.32]

I have charged nothing for housing trouble &^c

I am Sir, Yours obediently

A. Chandler. Agister

G.F.W. Mortimer Esq^{re}

The Report was approved and Chandler paid over the balance amounting to 11/8.

The Agister Moody reported that he had some difficulty as to the marking of Cattle in his district and was referred to the Clerk for instructions.

The Clerk read the following letter from Col. Esdaile:—

(Copy.)

Burley Manor, Ringwood.

10th July /86.

Dear Sir,

As I am obliged to be at S^t Cross Hospital on the 12th and so must be absent from the Verderers' Court on that day, I will thank you to inform the Court that the repairs to the main cutting

at Butts' Lawn are in progress, and have been priced, through M^r Roberts of Ashurst Lodge, at 1/3 per rod, the whole amounting to £11.8.10. There may also be a few extras of some small amount.

I think it would be well if the Court gave authority for cheques to be drawn up to £25 for bills certified by me between the 12th inst. and the next Court, as there is some more work authorised to be done in connection with drains and bridges.

I shall not be able to move my proposed revision of Agisters duties; but really this is now of little consequence as the year has so far advanced. That with respect to the burial of carcasses lying on the Forest has been met for the time by M^r Lascelles' orders to the Forest Keepers.

I think it may be satisfactory that the Verderers present on Monday should know, that looking round about 100 ponies at one "shade" this morning, only two that I could see were unmarked. This weather gives a good [p.33] opportunity for Agisters to examine all Forest stock as at mid-day the great bulk can easily be found.

Your faithfully

W. Clement D. Esdaile

G.F.W. Mortimer Esq^{re}

Clerk to the Verderers of the New Forest.

It was resolved that a cheque for £25 be drawn and forwarded to Col. Esdaile on account of the expenditure incurred for repairs to the Bridges and Drains in the Forest.

With reference to the second part thereof the Clerk produced and read a letter from the Hon. G. Lascelles on the matter of Cattle which had died in the Forest which was ordered to be entered on the Minutes and the Clerk was directed to reply, that the Court assented *ad interim* to the terms thereof and pending the adoption of Col Esdailes report on the duties of the Agisters.

(Copy Letter)

Queens House, Lyndhurst.

5th June 1886.

Dear Sir,

I have to thank you for your reply to my letter of 1st instant.

Pending any definite conclusion being arrived at by the Verderers as to their servants taking charge of dead cattle in the forest (which subject I first brought forward twelve months ago) I have directed the Keepers to bury at once all cattle found dead in the Forest, taking note of any marks there may be upon the bodies. I shall be glad to hand to the Verderers from time to time a return of the cattle so buried, with their marks if it will facilitate their arrangements with the Commoners.

I am, Sir,

Yours truly

Gerald Lascelles

G.F.W. Mortimer Esq^{re}

Clerk to the Verderers

Romsey.

[p.34]

The Clerk produced and read a letter and Report from the Agricultural Department of the Privy Council as to the numbers of Cases of Swine Fever that had recently occurred in the Forest.

Copy same.

Agricultural Department, Privy Council Office,
44 Parliament Street, Westminster S.W.

91.179,

23rd June, 1886.

Sir,

I have to acknowledge the receipt of your letter of the 21st instant as to the existence of swine-fever in and around the New Forest, and in accordance with your request, I enclose, for the information of the Verderers of the New Forest, a list of the premises in the neighbourhood of the Forest on which Swine-fever has been reported to exist during the present month of June.

I am, Sir, Your obedient Servant,

L.L. Peel.

G.F.W. Mortimer Esq^{re}

Clerk to the Verderers of the New Forest.

Name of Owner	Locality of Disease.	Date of Outbreak.
Thomas, C.	Gorley Green, Fordingbridge	* May 12
Buck, G.	South Gorley, ”	* ” 12
Welch, S & C	Greyhound Hotel ”	” 30
Green, S.J.	Hale Dairy, Hall [<i>sic</i>] ”	* June 2 nd
Thorn, W ^m	Woodgreen ”	” 2 nd
Whitaker, W. J.	Carters Farm, Boldre	* ” 10
Gregory, S.	Beaulieu Rails	* ” 15
Gregory, R.	” ”	* ” 16
White, W.	” ”	* ” 16
Cook, J.	” ”	* ” 17

*Disease existed upon these premises during the week ended June 19.

[p.35]

Since June 17th, ultimo fresh outbreaks of Swine-Fever have been reported from the undermentioned premises in the neighbourhood of the New Forest.

Name of Owner	Locality of Disease	Date of Outbreak
Deacon W ^m	Ashley Farm, Milton.	June 25 th
Tharle Ja ^s	Heywood Mansion Farm, Boldre	” 27 th
Smith, John	Norley Wood, Boldre	” 30 th
Coles, Geo.	Beaulieu Rails ”	July 3 rd

The Clerk was directed to write to Col. Esdaile to enquire whether he had seen or written to Mr Davy as to supplying copies of notices of Circles and Places infected with Swine Fever in his District for the information of the Verderers.

M^r Roy reported that there was a Morass between the Lower End of Mattley Bog and the Decoy Pond Farmhouse which required attention and he would confer with Col. Esdaile on the subject.

During the proceedings the Hon. G. Lascelles forwarded to the Chairman the following copy letter which was ordered to be entered on the Minutes.

(Copy Letter)

Office of Woods, S.W.
5th Dec^r 1885.

Sir,

Adverting to your letter to M^r Lascelles the Deputy Surveyor of the New Forest, dated the 25th ultimo, I hereby signify my concurrence in the proposal of the Verderers of the New Forest to assent to a Bridge over the Bournemouth direct Railway of the London and South Western Railway Company, at the point marked K on the plan accompanying your letter in substitution for the Cattle Creep marked G on the same plan, my concurrence being conditioned [p.36] on the Railway Company first of all acquiring from this Department any Crown land which may be required for the construction of the bridge and its approaches.

I am &^c

S^d George Culley,

Commissioner of Her Majesty's

Woods &^c having the management

and direction of the New Forest.

The Clerk to the Verderers

The Clerk produced a Statement of the Number of Acres entitled to Common of Pasture and the number of Houses entitled to common of Turbary as directed at the last Court. He was directed to amend it by adding the number of Messuages and acres respectively having rights of Common of Mast, Common of Pasture for Sheep and Goats, Rights of Estovers and of Marl, and then to send it to M^r Eyre who undertook to check it and print a Summary for the information of the Public which could be inserted in the Book of Claims 1854.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

(Copy same.)

1886.		£	s	D	1886		£	s	D
	By Balance from last account	356	10	11					
May 18	” Cash received of Agisters at Court on 17 th inst. for Marking Commoners Cattle viz ^t				May 18	To paid Police Fees in case of Moody v Moulard		3	6
	C. Evemy 62. 3. 6					” paid Lordan for printing		6	0
	A. Chandler 38. 6. 0					” paid Drake & Co for printing	1	18	0
	J. Moody 17.16. 6					” paid King for printing		4	6
	C. Newbolt 8.14. 0								
		127	0	0					
		£ 483	10	11			£ 2	12	0

1886	Brought forward £	483	10	11	1886	Brought forward £	2	12	0
May 18	By Cash received of Agisters at Court on 17 th inst for pannage viz ^t				June 23	To M ^r Mortimer quarters Salary to Midsummer 1886	37	10	0
	C. Evemy 8. 4				" "	" paid Agisters quarters Salary to Midsummer 1886 viz ^t :-			
	J. Moody <u>2. 8</u>		11	0		C. Newbolt 17.10. 0			
	" Cash received of Non Comm ^{rs} (by Clerk at Romsey) to 17 th Instant for licenses viz ^t :-					C. Evemy 17.10. 0			
	Licenses 2.10. 0					A. Chandler 17.10. 0			
	Head Money 4.10. 0					J. Moody <u>17.10. 0</u>	70	0	0
	Marking Fees <u>2. 4. 0</u>	9	4	0					
July 1	" Cash received of Agisters at Clerks Office for marking Commoners Cattle to this time viz					Balance in Hand	425	0	11
	C. Newbolt 21.17. 0								
	C. Evemy <u>20. 0. 0</u>	<u>41</u>	<u>17</u>	<u>0</u>					
	£	535	2	11		£	535	2	11

The Agisters attended and paid over the following sums:-

Newbolt	21.17. 0
Evemy	20. 0. 0
Moody	29. 7. 6
Chandler	33.11.10
Moody for Pannage	1. 0

It was resolved that Sir H.C. Paulet be requested to fix the dates at which claims should be sent in by Commoners requiring to be placed on the Register of those who would be entitled to vote at the Election of Elective Verderers and for hearing appeals &^c against the same.

This terminated the business of the Court.

x^d

[signed] H.C. Paulet Verdr N. Forest

[p.38]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst, on Monday the 15th day of November 1886.

Present.

Sir Henry Charles Paulet Baronet.
Colonel William Clement Drake Esdaile.
William Gascoigne Roy Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that Sir Henry Charles Paulet Bart. be elected Chairman of the Court in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Court proceeded to try the Case:—

John Moody } The Defendant was charged that he not being one of the Commoners of the
 v } New Forest acting in the due exercise of his right or rights of common did
William Mist } cause or allow a certain Animal to wit a horse to depasture in the Forest
without having previously obtained a License from the Verderers for such Animal to depasture in
the Forest contrary to the Bye Laws of the said New Forest.

Defendant pleaded not guilty.

John Moody sworn. I am an Agister of the New [p.39] Forest. On the 8th October 1886 I was in the New Forest. I saw a Chestnut Mare belonging to the Defendant unmarked. She has been in the Forest during the season. The Defendant does not occupy Land with Forest Rights. He has not taken out a License this year. I believe he has other Cattle unmarked in the Forest.

Cross examined by Defendant. You asked me to mark your Cattle in March. I asked you who you rented under. You said Sir Edward Hulse two acres of land. I did not mark your cattle because I did not consider you had any rights.

George Cole sworn, I live at Godshill and am a Farmer and rent under Sir Edward Hulse. Defendant rents a right under me but does not occupy any land of me. He has no exclusive right to exercise rights apart from any one else over my land and he does not feed any land of mine. He pays me 10/- a year for the rights only.

The Defendant was fined 7/- and costs 13/- which were paid.

The Verderers proceeded to settle the Register of Commoners entitled to vote at an election of Elective Verderers.

The only applications on the subject were Lieut Col. William Martin Powell in respect of N^o 909 and 952 a freehold house and land known as "Brooklands" Lyndhurst, Lieut Col. William Cornwallis West M.P. in respect of N^o 1023 in the place of Theresa John Cornwallis West deceased, and Major William Charles Ward Jackson in respect of N^o 994.

The Court admitted the three claims.

The Register was finally settled and the Clerk was directed to have it copied and circulated as usual.

A letter from M^r George Cole was read as follows:—

Godshill, Fordingbridge. 14th July 1886

Dear Sir,

In reply to yours of the 8th inst. I beg to say neither of [p.40] the men you mention occupy any of my land. Daniel Sevier works on the Farm and occupies a cottage and garden but pays no rent. You will forgive my asking your advice respecting cattle being impounded that happen through the gates being left open or the fence broken down to get into the inclosure, yesterday I was informed that my heifers 7 in number were in pound and that I must pay 2/6 per head for their release although marked by the Agister and paid for. I can bring witness to prove they were outside the inclosure on Sunday so that it is more than likely by this time they are there again. I should feel obliged if you could kindly lay the matter before the Verderers and let me know their decision as we had far better put heifers out to keep than run the risk of being charged 2/6 a head for their being where they cannot do the slightest injury and from where, whilst in the Forest we have no means of keeping them.

I am, Yours respectfully

George Cole.

G.F.W. Mortimer Esq^e

M^r Cole being present addressed the Court on the subject of his letter, he was informed that the question appeared to be one rather for the Crown than the Verderers, but that the Verderers would direct their Agisters to report as to the state of the fences of the Crown Enclosures in their Districts and on receipt of their reports would further consider the matter.

The following Petition was handed in by M^r G.J. Etheridge -

To the Verderers of the New Forest.

We the undersigned Inhabitants of Langley, Blackfield, Rowdown &^c humbly beg to lay before your honourable body the great inconvenience that we suffer from the want of gates, to keep cattle on the Forest and prevent their [p.41] straying on the roads and in the Lanes.

A gate at mead end by West Common, one at Blackfield lane end and another at Gatebridge Road end, Blackfield would effectually answer the purpose and be of the greatest benefit to your petitioners.

October 21st 1886

G.J. Etheridge,	C. Plaskett,	J. Cotton,
J.S. Maskew,	E. Westbrook,	W. Kitcher,
John Cotton,	M. Stephens,	H. Ship,
G. Blow,	Philip Tillyer,	Thomas Burnetts,
John Foss,	Gilbert Musselwhite,	Edward Musselwhite,
John Musselwhite,	Jesse Ship,	Jesse Waterman,

M^r Henry Ship would be pleased to attend to the gate at Gatebridge Road end, Blackfield.

M^r Etheridge addressed the Court in support of the Petition as did M^r F.J. Strange.

The Petitioners were referred to the Highway Board on the matter.

M^r Donald Knight of Brockenhurst attended and stated that about 3rd September last a Cow of his in full milk with a Heifer with her did not return to the homestead and that he lost sight of them from that day, he communicated with the Agister Chandler the next day and on several subsequent occasions, the cow was tail marked but the heifer was not. On Saturday last the Cow and Heifer were found at Fritham. The Agister Moody informed him that he had seen the Heifer at Fritham for the last month and wondered to whom it belonged. He complained of Chandler's and Moody's neglect and of the want of a system of keeping up communication between the Agisters.

Chandler was called upon to explain and stated that at the next meeting of the Agisters after the loss of the Cow and Heifer was reported to him he informed them thereof and gave a description of the Cow but could not do so of the Heifer as she had not been tail marked. [p.42]

Moody was then called on to explain and admitted that he had received information from Chandler with a description of the Cow, he stated that he had not seen the Cow until he drove it into a field with the Heifer and communicated with M^r Knight. He had seen the Heifer about but he had received no description of it and so did not know it was M^r Knight's.

The Court stated they were taking into consideration the present system of communication between the Agisters with a view to its improvement.

A letter from M^r F.J. Strange addressed to Col. Esdaile was read:—

(copy)

Valetta House,
Fritham, Lyndhurst
Nov^r 9th 1886.

Dear Colonel Esdaile,

On behalf of the Commoners, it is my desire to approach the Court of Verderers (and more especially yourself, who naturally from the fact of your having ridden, or rather hunted over almost every portion of the Forest, and therefore would necessarily have a better knowledge of our grievance) on a matter, which affects the interests of the Commoners most vitally. I am much grieved to say, it has been my painful lot to witness during the last eleven months eleven horses literally bogged, within three miles of my house, thus giving an average of one per month.

These figures as far as monetary value go, are very distressing but it is more especially in the interests of humanity, in order to guard and guide these poor unconscious creatures from such

quicksands and certain death, I would ask the Verderers to petition the Hon^{ble} Gerald Lascelles for permission, that they, the Verderers, may be permitted on behalf of the Commoners to have this ever recurrent, horror mitigated by draining some of the worst bogs.

We do not ask that every bog should be drained, nor do we desire to interfere in the interests of game breeding [p.43] in these bogs, but we simply ask that the worst trappy quagmires may be tapped, some of which tho' exceedingly treacherous have only a diameter of a few feet. As a Commoner, I have little hesitation in saying that if this can be accomplished, it would confer on us the greatest boon it is possible to conceive, and also be the means of averting the many shocking sights of poor struggling helpless creatures, whose doom unless seen and rescued is certain death. If you will kindly bring this pressing matter before your next Court, I shall esteem it a personal favour, and remain,

Yours very faithfully,

Fred^k J. Strange

Colonel Esdaile.

M^r Strange addressed the Court on the subject matter thereof. It was resolved to communicate with the Commissioners of Woods, Forests &^c as to the Verderers undertaking the drainage of Forest bogs spews &^c and should the reply be favorable, the Verderers would consider how they could best proceed with the work, for the improvement of the feeding ground of the Forest and the removal of the danger complained of.

Col. Esdaile presented his draft Report on the revised duties of the Agisters.

The Clerk was directed to have it printed and circulated amongst the Verderers and the further consideration of it was postponed till this was done and delegated to the General Purposes Committee.

M^r Roy stated that his further report as to tree planting was not ready, and that he was not sure of the advisability of proceeding further with the matter. It was resolved after hearing M^r Roy's statement as to the position of his report on the Petitions of the Commoners as to tree planting, that it was expedient that the report be further deferred.

[p.44]

On the question of repairs to Bridges and Drains – Col. Esdaile addressed the Court and handed in the following statement to be placed on the Minutes:–

Copy Statement.

Col. Esdaile reported that repairs had been done to the extent of £23.9.3 and that in pursuance of the resolution of the Court held on the 12th day of July last, that sum had been paid, being under the amount mentioned in the resolution, and handed in the Vouchers. He also stated that M^r Roberts of Ashurst Lodge had been good enough to supervise and price the work. He also reported that he had ordered repairs to be done to two other Bridges, which had been said to be connected with the

Drainage works, subsequently he found that this was an error and he had acknowledged the error to the Deputy Surveyor.

The Court agreed to pay M^r Roberts £5 for his trouble in looking after the first mentioned repairs, and other repairs which had been previously carried out subject to his supervision.

Col. Esdaile stated that he had had the following question put to him as to the Verderers action in repairing Bridges and Drains by the Deputy Surveyor:—

“Can you refer me to any authority, parliamentary or otherwise, or to any agreement under which the Court of Verderers claim the power to deal with the works executed in the New Forest out of the Tilery and Drainage Fund, now abolished, without the concurrence of the Crown, to whose Freehold the works are attached?”

He reported that he had assumed that in his belief all such works done by the order of the Court of Verderers had been done with the concurrence of the Crown but it was a matter for the Court of Verderers to answer.

The attention of the Court was directed to a letter from H.M. Treasury dated 20th April 1881 and the Clerk was directed to write to the Deputy Surveyor informing him that the Court of Verderers acted with reference to repair of Bridges and Drains in the open Forest with [p.45] the express assent of the Lords of the Treasury and that he should quote the words of the letter, commencing “so far as the assent of” (at the bottom of page 5) to “rest with the Verderers and with no one else.”

The draft Agreement with the London and South West Railway Company as to the compensation to be paid to the Verderers under the clauses of the London and South Western (Bournemouth Direct Railway &c) Act 1883 and the accommodation works to be carried out thereunder was produced by the Clerk and approved subject to the Company paying all the costs of the negotiations and agreement as between Solicitor and Client.

The Clerk read the following correspondence with the Clerk to the Lyndhurst Burial Board.

Copy Correspondence.

Romsey Hampshire
5th Aug^t 1886.

Dear Sir,

Lyndhurst Cemetery.

I am directed to inform you that the Verderers of the New Forest having received a report stating that a new Road had been made across the open Forest from the New Cemetery at Lyndhurst by Boltons Bench in a straight line to the end of the Lyndhurst Street and that in consequence thereof damage had been done to the pasturage there, duly considered such report, and having ascertained that the Road was made by direction of your Board, have ordered me to apply to your Board for the annual payment of a nominal consideration of Five shillings by way of recognition of the Commoners rights in respect of destruction of pasture by the making of the said road, and further to point out that in future any proposed interference with the open Forest must be the subject of an application to be made to the Court before any works are undertaken.

I shall be obliged by your laying this communication [p.46] before your Board at an early date.

I am, Dear Sir, Yours faithfully

G.F.W. Mortimer

G. Coxwell Esq^{re}

Crown Buildings
Lyndhurst

14th Aug^t 1886.

Dear Sir,

Lyndhurst Burial Board.

I duly laid your letter of the 5th inst: before my Board yesterday who now instruct me to say that having obtained the sanction of the Crown to make the Road they cannot pay the Verderers the annual sum mentioned in your letter.

I am, Dear Sir, Yours truly

George S. Coxwell.

G.F.W. Mortimer Esq^{re}

The matter was adjourned to next Court.

The following Bills were produced and ordered to be paid:—

Mess ^{rs} Martin & Leslie (Parliamentary Agents)	£17.15. 6
The Clerk (Petty Disbursements to Agisters)	1.11. 6
Mess ^{rs} Drake & Co (Printing)	10. 2. 0
Hampshire Advertiser office (Advertising)	4.12. 6
Salisbury & Winchester Journal (D ^o)	4. 6. 0

A cheque for £5 was also ordered to be drawn and sent to M^r J.H. Roberts for supervision of Drainage Works in the Forest.

A cheque was also ordered to be drawn for 20/- payable to the Deputy Surveyor of the New Forest in pursuance of Section 9 of the New Forest Act 1877.

[p.47]

The usual Financial Statement was produced by the Clerk and ordered to be entered on the Minutes.

The Clerk mentioned that M^r Fisher's fee had been settled and paid.

Copy Financial Statement.

1886.	By Balance from last account	425	0	11	1886			
July 13	" Cash received from Non-Comm ^s (by Clerk) to this time for licenses viz ^t				July 13	To paid police Fees in case of "Evemy v Bedford"		4 10
	Licenses 2.15. 0							
	Head Money 6.15. 0				Aug'13	" M ^r Fisher (Counsel) Fee	11	- -
	Marking Fees 3. 8. 0	12	18	0	Sept 15	" Western Gazette, Advertising		4 -
	" Cash received of Agisters at Court on 12 th inst. for marking Commoners Cattle viz ^t				" "	" M ^r Pink, Drainage	10	- -
	Chandler 33.11.10				" 29	" M ^r Mortimer ¼'s Salary to this day	37	10 -
	Moody 29. 7. 6	62	19	4	" "	" Agisters ¼'s Salary to this day viz ^t :-		
	" cash recieved of Moody for pannage to this date		1	0		C. Newbolt 17.10. 0		
	" Fine & costs in case "Evemy v Bedford" vizt:- Fine £1 & Costs 11/4.	1	11	4		C. Evemy 17.10. 0		
	" cash rec ^d of Chandler balance of money "re Sale of pony"		11	8		A. Chandler 17.10. 0		
23	" Cash rec ^d of Moody for marking Comm ^s Cattle	20	13	0		J. Moody 17.10. 0	70	- -
Oct 7	" Dividend on £400 Reduced 3%	58	0	0		Balance	501	18 11
	" Cash rec ^d of Moody for marking Comm ^s Cattle to this date	16	7	6				
25	" Cash rec ^d of Newbolt for marking Commoners Cattle to the 23 rd inst.	<u>32</u>	<u>15</u>	<u>0</u>				
		630	17	9			<u>630</u>	<u>17</u> <u>9</u>

[p.48]

The following dates were fixed for the Clerk to sit at Lyndhurst and Beaulieu and Fordingbridge to issue Licenses to non-commoners viz^t:-

Lyndhurst Monday 10th January 1887
 Beaulieu Wednesday 12th January 1887
 Fordingbridge Friday 14th January 1887

The Court also fixed the following dates for holding Courts of Swainmote and Attachment for next year viz^t:-

January the 24th at 11-30.
 March the 7th at 11-30.
 May the 16th at 11-30.
 July the 11th at 11-30.
 November the 14th at 11-30.

The Agisters being in attendance, Charles Evemy handed in the following Report and paid the sum of Four shillings expenses repaid to him for advertising for the owner of a Cow lost in his District by the owner thereof.

Copy Report.

West District Nov^r 15th 1886.

Gentlemen,

I beg to report that there is some dissatisfaction with regard to ovasting pigs, some Commoners having done so while others have not. I have spoken to them and the reason they give is they do not turn them up in the woods but let them in and out as at other times it is not a great number but it causes dissatisfaction to those who ovast theirs and pay the Verderers fee, and the others go free.

Charles Evemy, Agister, Burley.

The Report was referred to Colonel Esdaile to be dealt with in his draft Revised Regulations.

The Agister Evemy mentioned that he had found a dead Pig at Broomy [p.49] but he did not think it had died of any Contagious Disease. He was directed to communicate with the Keeper of the Walk on the subject.

The Agister Moody mentioned the difficulty in carrying out the regulations as to pannage and he was informed that the matter was receiving the consideration of the Court and would be dealt with in Col. Esdailes report.

The Agisters attended and paid over the following sums for marking Cattle:—

Newbolt	£8.15. 0
Evemy	£14.18. 6
Chandler	£25.17. 8
Moody	13. 0

The Agisters Newbolt and Moody had some weeks previously to the Court paid to the Clerk at his office:—

Newbolt (on the 23 rd Oct ^r)	£32.15. 0
Moody (on the 7 th Oct ^r)	£16. 7. 6

They also paid for pannage:—

Newbolt	£1.11. 8
Evemy	£5. 3. 0
Chandler	£7. 5. 4
Moody	£2.13. 8

This terminated the business of the Court.

[signed] G Sclater Booth

[p.50]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst, on Monday the 24th day of January 1887.

Present.

The Right Hon. George Sclater Both M.P. Official Verderer.
Colonel William Clement Drake Esdaile.
George Edward Briscoe Eyre Esquire.
Lord Montagu.
William Gascoigne Roy Esquire.

The Court was opened with the usual proclamation by the Crier.

The Minutes of the last Meeting were read and confirmed.

The Clerk reported that Sir Henry Charles Paulet who had recently resigned his position as a Verderer had died on the 11th day of December last.

It was resolved that the Court desires to place on record the regret with which they have received Notice of the resignation and subsequently of the death of Sir Henry Charles Paulet who has so long been associated with the Court both before and since the passing of the New Forest Act 1877. Sir Henry Charles Paulet's great interest in the well being of the Forest and intimate knowledge of the subjects connected with it in all their bearings are well known, while his unremitting attention to his duties as Verderer during the 20 years he served that office, has been most highly appreciated by his colleagues and by the inhabitants of the Forest.

The Official Verderer brought before the Court ~~the~~ a proposal for electing [p.51] a Deputy Chairman. He pointed out that although no provision was made in the Act of 1877 for such an appointment great convenience in the dispatch of the business of the Court was likely to arise from the appointment of a permanent Deputy Chairman.

It was unanimously resolved that Col. William Clement Drake Esdaile be appointed Deputy Chairman of the Court and that it be understood that he shall preside at all Courts of Swainmote in the absence of the Official Verderer.

On the question of filling the place of the late Sir Henry Charles Paulet by co-optation a difference of opinion arose as to the correct construction to be placed on Section 15 of the Act of 1877.

It was resolved that the Clerk be instructed to take the opinion of M^r Charles Q.C. on the construction of the clause and that the appointment of a Verderer by co-optation in the late Sir Henry Charles Paulet's place stand over until the next Court.

The Official Verderer introduced the subject of Drainage and the repair of Bridges which had originally been constructed out of the Dorchester Railway Fund.

A discussion took place in which the Hon. Gerald Lascelles the Deputy Surveyor took part at the request of the Court.

It was resolved that it be an instruction to the General Purposes Committee to prepare a report on the drainage work that has been done and the cost of the same since the assignment of the moiety of the Dorchester Railway money for the use of the Verderers and to set out the authority under which they consider that this duty has been discharged, particularly specifying those cases in which the direct cooperation of the Commissioners of Woods and Forests has been invited. To state their opinion whether, and to what extent, further work of the same kind is likely to be required in future, and whether they would recommend any communication with the Commissioners in each case, or at certain different periods (say at the beginning of each year) before further repair of old works are undertaken. Further to examine and state their opinion whether new works such as the drainage of bogs, should be undertaken as desired by the Memorialists [p.52] in the letter addressed by M^r F.G. Strange to Col. Esdaile dated the 9th November 1886 on behalf of the Commoners and laid before the Verderers on the 15th Nov^r 1886 and duly entered in the Minutes of that Court, and if so under what limits and conditions.

The Clerk produced the following correspondence having reference to the above matter:—

Clerks Office, Romsey
26th November 1886

Dear Sir,

At a Court of Swainmote and Attachment held on Monday the 15th instant, Col. Esdaile stated that he had received a letter from you on the 25th ulto. asking him whether he could “refer you to any authority parliamentary or otherwise or to any agreement under which the Court of Verderers claim the power to deal with the works executed in the Forest out of the Tillery and Drainage Fund now abolished without the concurrence of the Crown to whose freehold the works are attached.” I was directed to inform you that the Court of Verderers acted, with reference to the repair of Bridges and Drains in the open Forest, in accordance with a letter from the Lords of the Treasury of the 20th April 1881 addressed to me and signed by M^r R.R.W. Singer as follows:—

“So far as the assent of the Treasury under Section 11 of the New Forest Act may be thought to be necessary or advisable to enable the Verderers to include drainage and the repair of Bridges and Gangways &^c in the unenclosed portions of the Forest among the objects for which they are constituted under the New Forest Act 1877. My Lords very readily give this assent, but it follows from the preceding part of this letter that my Lords do not prescribe the undertaking of any such works, and that they do not seek to appropriate, unless the Verderers themselves desire it, the application of the Verderers moiety to such works. All that is necessary to bear in mind is that the cost of such works, whether original or for maintenance [p.53] in the unenclosed portions of the New Forest as well as the decision whether they shall be undertaken or not rests with the Verderers and with no one else.”

Yours faithfully

G.F.W. Mortimer.

Clerk to the Verderers.

The Hon. G. Lascelles

Deputy Surveyor of the New Forest.

Queens House, Lyndhurst
November 29th 1886.

Dear Sir,

I have to thank you for your letter dated the 26th inst. containing an extract from a Treasury Letter of April 20th 1881.

That extract however does not appear to form any reply to the question which I addressed to M^r Esdaile, as it seems merely to contain the formal assent of the Treasury necessary under Sect. 11 of the New Forest Act 1877 in order to enable the Verderers to expend certain monies in drainage & works should they be desirous of doing so, but it does not seem to convey any Authority to that body to undertake works upon the Crown Lands in the New Forest without the concurrence of the Crown to whom their management has been entrusted also with the assent of the Treasury.

I am, Yours truly,
Gerald Lascelles.

The Clerk to
The New Forest Verderers.

M^r Egerton a Commoner attended the Court and produced the following correspondence:—

[p.54]

The Custards, Lyndhurst
December 6th 1886.

Mess^{rs} Gale & Newton.

Gentlemen,

I am requested by the Commoners of the New Forest to write you respecting the outlet from Langley Manor into the New Forest. At this season of the year the Forest colts prowl around the outskirts of the Forest, up to this date there has been no less than thirty colts pounded and two and sixpence per head charged from Langley Manor. Now this could be remedied by a gate being put at each outlet, there are four, the cost would be very little. It would be a great boon to you as well as the Foresters. If you don't think fit to erect them yourselves will you allow us to do it through the Verderers. Hoping it will meet with your approval.

I remain, Yours truly
G.E. Egerton

Mess^{rs} Gale & Newton.

Winchester, 8th December 1886.

Sir,

In reply to your letter received today we should like to know on what authority you write to us.

We are not aware of any gates having been placed in the position you mention and it is possible much objection would be raised by some of the Commoners if such were now erected.

Yours truly
Gale & Newton.

M^r G.E. Egerton.

He desired the assistance of the Court in the matter and wished to know whether the Court would or would not interfere if gates were erected by public subscription for the [p.55] purposes mentioned in the letters.

It was resolved that the Court receive the application and are sorry that they have no power to assist but would gladly see any arrangements made by Lords of Manors by which the subject might be properly dealt, with the consent of the Commissioners of Woods Forests &^c being obtained if necessary.

The Clerk was directed to send a copy of the above resolution to Mess^{rs} Gale & Newton.

M^r Strange addressed the Court and enquired whether any action had been taken on his application addressed to the last Court relative to the drainage of some of the worst bogs in the Forest

He was informed that no action had yet been taken but that the matter was receiving attention.

The Clerk reported that the Sale to the London and South Western Railway Company under the Bournemouth Direct Railway Act of 1883 of certain Forest rights thereby authorised to be acquired by the Company was completed and that he had received the compensation money viz^t:- £660 and interest thereon from 14th July 1884 to 22nd January 1887 at 4 per cent amounting to £64.11.9 Total £724.11.9 and had paid the same to the Verderers account.

The Report of the General Purposes Committee was read and considered and the Regulations therein referred to were fully discussed and finally settled.

The proposed new Bye Law on the subject of Pannage was postponed for consideration until next Court.

The consideration of the correspondence with the Clerk to the Lyndhurst Burial Board was also postponed until the next Court.

On the question of Tree planting the Agister Newbolt reported that a considerable number of Trees had been planted in his district [p.56] near the New Cemetery at Lyndhurst.

The Agister Moody also reported that planting of Trees had been commenced in his district.

The Agisters were directed to bring up written Reports as to the number and description of Trees planted in their Districts as directed in former years.

The consideration of M^r Roy's Report was postponed until next Court.

The following Report received from Evemy the Agister was ordered to be entered on the Minutes and he paid over the six shillings for the advertisement, and the Clerk was directed to pass the same through the accounts and draw a cheque in settlement thereof.

(Copy Report)

Burley, Jan. 6th 1887.

Sir,

I beg to report that the Calf was sold yesterday in the Market and realised £1.5.0 which amount just covered the expences as follows:—

Seven weeks keep at 2/- per week	14. 0
Advertising	6. 0
Taking the Calf to Ringwood	2. 6
Auctioneers Commission	<u>2. 6</u>
I have enclosed Auctioneers account	£1. 5. 0

I remain Sir, Your obedient Servant
Charles Evemy.

G.F.W. Mortimer Esq^r

Agister.

The Agister Newbolt reported that a Bridge at the North end of Allum Green had broken in. Col. Esdaile undertook to see to this at once.

The Agister Evemy reported that a Mare belonging to M^r Mills of Bistern had died at Pond Head that it had been skinned and the [p.57] skin and flesh removed to Denny Lodge the residence of the Keeper Bumstead but the entrails had been left unburied.

The Clerk was directed to report this to M^r Lascelles.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

Copy Statement.

1886	By Balance from last account	501	18	11	1886				
Nov ^r 18	" Fine & Costs in case Moody v Mist	1	0	0	Nov 16	To paid M ^r Mortimer for out of Pockets to Agisters (Expenses 1886)	1	11	6
	" Cash received of Agisters at Court on 15 th inst. for marking Commoners Cattle viz:—				17	" J.H. Roberts (Repairs to bridges drains &c)	23	9	3
	Chandler 25.17. 8				18	" Police Fess in case "Moody v Mist"		3	6
	Evemy 14.18. 6				"	" Bennett Brothers (Advertising)	4	6	-
	Newbolt 8.15. 0				19	" Martin & Leslie (Parliamentary Agents Fees &c)	17	15	6
	Moody <u>13. 0</u>	50	4	2	"	" Drake Driver & Leaver (Stationery)	10	2	-
	" Cash received of Agisters at Court on the 15 th inst for pannage money viz:—				23	" H. King (Advertising)	4	12	6
	Chandler 7. 5. 4				"	" M ^r Lascelles (Fence Month & Winter Heyning)	1	0	0
	Evemy 5. 3. 0				"	" J.H. Roberts (Superintendence of repairs to Bridges)	5	0	0
	Newbolt 1.11. 8				28	" Lordan (Printing)	2	2	0
	Moody <u>2.13. 8</u>	16	13	8					
	" Cash of Evemy (Agister) in repayment of Advertisement of Beast in "Western Gazette" July 16 th 1886		4	0					
	" Cash received of Non Commoners for Cattle added to Licenses (by Clerk to this time viz:—								
	Head Money 5/-								
	Marking Fees 3/-								
	Carried Forward	£ 570	8	9		Carried Forward	£ 70	2	3

[p.58]

1886	Brought Forward	£	570	8	9	1886	Brought Forward	£	70	2	3	
Dec' 30	By Cash received of Agisters at General Purposes Meeting today for marking Comm ^s Cattle to this time viz:—					Dec' 29	To paid M ^r Mortimer quarters Salary due 25 th inst.		37	10	-	
	Eveymy	4.11. 6					" Agisters Salaries due 25 th inst viz:—					
	Chandler	<u>5. 8. 0</u>	9	19	6		C.Newbolt	17.10. 0				
	" pannage money received of Agisters at General Purposes Meeting viz:—						C. Eveymy	17.10. 0				
	Eveymy	1. 6. 0					A. Chandler	17.10. 0				
	Moody	13. 4					J. Moody	17.10. 0	70	0	0	
	Chandler	<u>9. 8</u>	2	9	0		" C. Newbolt (Crier of Court) Fees	1	5	0		
31	" Cash of Newbolt (Agister for marking Commoners Cattle to this time		1	7	6	30	" Tylee & Mortimer Law charges & ^c 1885		67	14	3	
1887	" D ^o D ^o for pannage D ^o		2	9	0		" M ^r Millard for materials to Agisters for Tail marking (1886)			14	0	
Jan'y 11	" Cash received of Non Commoners by Clerk at Romsey prior to attending at Lyndhurst for Licenses viz:—						" Eyre & Spottiswoode (printing License Books)		1	10	0	
	Licenses	10. 0										
	Head Money	1. 0. 0										
	Marking fees	<u>8. 6</u>	1	18	6							
" "	" D ^o received at Lyndhurst on 10 th inst viz:—						Balance		451	3	3	
	Licenses	5.17. 6										
	Head Money	15.15. 0										
	Marking fees	<u>7. 2. 0</u>	28	14	6							
" 13	" D ^o received at Beaulieu on 12 th inst viz:—											
	Licenses	8.12. 6										
	Head Money	21. 2. 6										
	Marking fees	<u>10. 0. 0</u>	39	15	0							
" 15	" D ^o received at Fordingbridge on 14 th instant viz:—											
	Licenses	8.17. 6										
	Head Money	23. 5. 0										
	Marking fees	<u>10.14. 6</u>	<u>42</u>	<u>17</u>	<u>0</u>							
			£	<u>699</u>	<u>18</u>	<u>9</u>			£	<u>699</u>	<u>18</u>	<u>9</u>

[p.59]

It was resolved to invest the £724.11.9 received from the Railway Company and such a sum from the current account as would purchase £900 worth of £3 per cent Reduced Bank annuities and that the present sum of Reduced annuities and the amount proposed now to be added thereto be transferred and purchased in Col Esdaile's name in the place of that of Sir H.C. Paulet deceased.

The Clerk was directed to see this carried out.

The Clerk presented his Report as to Licenses granted by him to Non-commoners at Lyndhurst Beaulieu and Fordingbridge on the 10th, 12th and 14th January inst. as directed by the Court.

Col. Esdaile produced the following letter:—

Steam Saw Mills
Lyndhurst, Hants
Dec' 30th 1886

Sir,

I hope you will pardon my troubling you to give us permission on the Swan Green to take off the Emet Hills and put them in the Flat places and make the ground level and also to clean out the Gullies under the Wood to keep the Water from flooding the Green so much as we had an accident last year by the unlevelness of the ground – to Capt Aitcheson who strained his leg through falling

down that he was obliged to keep his Bed for some time. We do not want to take anything away but bring some there to rise up the Turf and make it more level where the holes are so as to prevent any other accident.

By giving us permission the whole of our Club will be most thankful to you. An early answer will oblige as we want to do it as soon as possible to get it ready for the Spring.

I am, Sir, Your obedient Servant
George Hull

To W.C. Esdaile Esq^r
Verderer of the New Forest

The Letter having been read by the Clerk he was directed to reply [p.60] that so far as the Verderers concurrence was necessary they saw no objection to M^r Hull's proposal and they would refer him to M^r Lascelles on the subject.

The Clerk produced the draft of the yearly account and summary thereof and the vouchers which he was directed to submit to the auditor as usual.

This concluded the business of the Court.

x^d

[signed] *W. Clement D. Esdaile*

[p.61]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 7th day of March 1887.

Present.

Colonel William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire }
William Gascoigne Roy Esquire } Verderers.

The Court was opened with the usual Proclamation by the Crier.

It was resolved that Col. William Clement Drake Esdaile be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk produced the Case recently laid before M^r Charles Q.C. and his opinion thereon which were ordered to be entered on the Minutes.

Copy Case.

Counsel is requested to advise the Verderers of the New Forest on the following Case.

Counsel is referred to the New Forest Act 1877 which accompanies.

By section 14 the Verderers of the New Forest as constituted under the said Act shall consist of Six Elective Verderers and one Official Verderer.

By section 15 a person shall not be qualified to be an Elective Verderer unless he is the owner of not less than seventy five acres of land to which some right or rights of Common in or over the Forest are attached.

The rights of Common referred to in the above Section [p.62] consist of rights of Common of pasture, common of turbary common of estovers and certain rights of pannage and to dig gravel sand and marl and to cut Fern heath and Furze, these rights are attached to lands outside as well as within the Perambulation or outer boundary of the Forest.

By section 21 any casual vacancy in the office of an Elective Verderer shall be filled up by the Elective Verderers themselves but the Verderer so chosen shall retain his office so long only as the vacating Verderer would have retained the same if such vacancy had not occurred.

A casual vacancy in the office of an Elective Verderer has recently arisen and the Elective Verderers are about to proceed to fill this vacancy.

The question of the qualification of an Elective Verderer under section 15 has never been raised before as all the Elective Verderers have possessed up to the present time more than ample qualification (i.e.) have possessed more than seventy five acres of land to all of which Forest Rights attached.

Now however the question has been raised as to the true construction of the above quoted section number 15 and as to what is the necessary qualification for an Elective Verderer and it is to this section that Counsel's attention is particularly directed.

It might be useful here to state that before the passing of the New Forest Act of 1877 the only qualification required by a Verderer was that he must be a freeholder of the County and he was elected by the Freeholders of the whole County but the Act of 1877 created a qualification and also limited (*vide* section 17) the area of Electors and created other qualifications.

The question which now arises upon the true construction of Section 15 is whether it is necessary that an Elective Verderer should be possessed of 75 acres of land to "all" of which some right or rights attach or whether he must be possessed of 75 acres of land to "some" of which rights of Common attach. In other words is the amount of acres possessed a qualification by reason of being an owner of land to a given substantial [p.63] degree as long as there is some common right even of the least extent or does the section intend that the 75 acres should all have common rights so as to ensure the Verderer to be a "Commoner" to that substantial extent.

The increase of the qualification from a fraction of an acre of freeholder under the old law to 75 acres points to the substantiality of the qualification in land being a requisite, the words requiring some right or rights of Common to be attached to the land would appear to be satisfied if any one of the several descriptions of rights of common belonged to the property.

The qualification being in its essence a restriction on the Candidate the words in which it is framed would appear to be subject to the rule of construction that their being barely satisfied would be sufficient. It is obviously undesirable to limit the area yielding Candidates and to disqualify if it can be avoided men peculiarly fitted for the office.

In the numerous cases of the subdivision of properties possessing Common rights which have occurred since the publication of the Register of decisions there would probably be many in which it would be impossible to identify rights of common accorded to the whole Estate with the attachment of those rights to subdivision of it.

The result of the alternative interpretation of the section would be this. If it is held that to all of the 75 acres some Common right must attach then an owner of 75 acres, to 74 of which only there are such rights attached would be ineligible as a Verderer, whilst on the other hand if it is held that it is sufficient qualification under the section that to some of the 75 acres there should be some Common right attach, then the owner of 75 acres to one acre of which only there are such Common rights attached would be eligible for the office.

Counsel will be pleased to advise the Verderers of the New [p.64] Forest what is the true construction of the qualification referred to in Section 15 (i.e.)

1. Whether an Elective Verderer must be the owner of not less than 75 acres of land to "all" of which some right or rights of common in or over the Forest are attached, or,
2. Whether it is sufficient qualification that "to some" of the said 75 acres some right or rights of common in or over the Forest are attached.

Copy Opinion

I am of the opinion that to all of the 75 acres some right or rights of Common must be attached. I think the words which follow the words “not less than seventy five” must be read together and that the number mentioned applies to each acre. Otherwise the singular result would follow that so long as a man had seventy five acres of land anywhere in England he would be eligible provided he possessed one acre to which a right or rights of common were attached. The Act does not in my judgement, admit of such an interpretation. The intention seems to me to be that an Elective Verderer should not only be a land-holder but a commoner also in respect of each and all of the seventy five acres.

Arthur Charles
4 Paper Buildings, Temple.
March 2, /87.

The Clerk was directed to supply a list (so far as he was able to obtain the same from the Register of 1854) of gentlemen qualified under the above opinion to act as Verderers and circulate the same without delay among the Verderers.

The Clerk read a letter from the Official Verderer of which the following is a copy:–

[p.65]

House of Commons
March 4th /87.

Dear Sir,

I do not think, on consideration, that the cooptation ought to be proceeded with on Monday next. No doubt the Verderers will feel that M^r Charles’ opinion greatly narrows the choice and we ought really to know who we are qualified to serve,

Yours truly
G.Sclater Booth.

G.F.W. Mortimer Esq^{re}

It was resolved that the appointment of a Verderer by co-optation in the place of the late Sir Henry Charles Paulet Baronet stand over until next Court.

The Deputy Chairman stated that the Report on the Drainage matter was not complete and it was ordered to stand over.

The Court proceeded to consider a motion by the Deputy Chairman “That it do take into consideration how best it can promote the improvement of the breed of Forest Ponies (see sec.25 clause 2) with special reference to the procuring by the Court of Stallions for crossing with Forest Mares and if such Stallions shall be procured then by the more rigorous exclusion of Stallions from the Forest below a certain standard of merit and generally to consider by what means this object can be practically carried out.”

After a general discussion of the powers vested in the Court by the New Forest Act 1877 and their application to the object of the above motion and as to the money coming under the control of the Court from various sources. It was resolved, that it is expedient that the Verderers should procure Stallions for crossing with Forest Mares and when such Stallions shall be procured then to exercise

a more rigorous exclusion of [p.66] Stallions from the Forest below a certain standard of merit. It was further resolved: That the Verderers are of opinion, that it would be well to purchase four Stallions at once.

The Clerk was directed to communicate the above regulations to the Official Verderer and the Verderers who were absent from the Court at once requesting them to communicate their views to him thereon without delay.

The Clerk submitted the following letter from the Honorable Gerald Lascelles.

Copy

Queens House, Lyndhurst
January 26th /87

Dear Sir,

In reply to yours of yesterday's date. A pony which had been dead for some three or four days was found near Pondhead by John Bumstead, keeper of Denny walk, and in accordance with his standing instructions he made arrangements for its removal from the Forest as soon as possible, preserving the skin for the purpose of future identification. So far he appears to have acted in accordance with his orders but I have censured him for his slovenliness in leaving the entrails unburied.

In this particular case it appears that immediately the carcase was found a message was sent to Newbolt the marksman of that District. Nothing has been heard of Newbolt on the matter but the day following Chandler arrived, whilst the carcase was being removed. He said he knew nothing at all about the animal and went away, he did not offer to take charge of the carcase or to remove it, or to bury it. A day or two later Evemy turned up at Denny Lodge and identified the pony by the Skin.

I mention these facts because they form a fair average sample of the assistance which the Verderers servants afford in cases of this kind, and are an opportune corroboration of the statement I made to the Verderers on Monday last [p.67] upon the subject. I fear that as long as their instructions remain in the form which was under discussion on that day it is hopeless to expect any help from the Marksmen towards abating the nuisance of putrid carcases and therefore for the present the keepers instructions must remain the same as at present.

I am, Yours truly
Gerald Lascelles.

G.F.W. Mortimer Esq^{re}

The Agisters were called in and Newbolt stated that he had received a message from the Keeper Bumstead through a man called Frost who he met by chance on the Christchurch road; he believed he received the message on the 19th and went the next morning the 20th to see the Animal referred to in the above letter but found it had been removed and only the entrails remained on the ground.

The Agister Chandler reported that having heard a Report that a Pony was lying dead at Pond Head, he went on the 18th January to see it, but found only the entrails of the animal on the ground, he traced Cart wheels to the keeper Bumstead's Lodge where he saw flesh hanging up, the skin having been removed, he saw Bumstead's brother and asked to see the skin. This showed Agister

Every's tail mark and he then stated that he thought the Pony belonged to M^r Mills of Bisterne but would communicate with Every at once.

The Agister Every produced a post card of which the following is a copy:—

18.1.87

Dear Sir,

I was at Denny Lodge today, there was some flesh being hung up on a Tree. I spoke to them and looked at the skin and I believe it was M^r Mill's [sic] Bay Mare that ran at Pond Head. I asked them to keep the skin until you had been and seen it. Trusting all is well,

I remain Yours &^c

A. Chandler.

[p.68]

He stated that he went to see the skin the day that he received the postcard the 19th and identified it as the skin of the Pony belonging to M^r Mills.

The Agisters stated that the information supplied to M^r Lascelles as contained in his letter was not correct in other respects.

The Clerk was directed to write the following letter to M^r Lascelles:—

Clerks Office,
Romsey, Hampshire.
14th March 1887.

Dear Sir,

I am directed to acknowledge the receipt of your letter of 26th January last.

I am to state that the Agisters have been examined as to their knowledge of the death of the Pony with the following result:—

Newbolt heard of the death of the Pony by a message sent to him by the keeper Bumstead and delivered to him by one Frost who he met accidentally on the Christchurch road on the 19th January.

He went to Pond Head on the 20th January in the morning but the Pony had been removed and only its entrails remained.

Chandler visited Pond Head on the 18th January traced the carcass of the Pony to Denny Lodge where he saw the remains of the Pony part hanging up in a Tree and part in a Cart there. He asked to see the skin of the Pony, saw it and stated that he believed it was that of a Pony belonging to M^r Mills but as it showed the Agister Every's mark he would communicate with him and asked that the skin might not be moved until Every had seen it. He saw the entrails at Pond Head.

Every produced Chandler's letter to him dated the 18th January and stated that he went on the 19th January (the day on which he received the card) to Denny Lodge and saw the skin and identified it as the skin of a pony belonging to M^r Mills.

[p.69]

I am directed to point out that neither of the Agisters saw the Pony before it was skinned or while it lay dead at Pond Head and therefore the report submitted to you would appear to be inaccurate in these respects.

Yours faithfully
G.F.W. Mortimer

The Hon. Gerald Lascelles,
Deputy Surveyor of the New Forest.

The Clerk produced the following letter from Mess^{rs} Gale & Newton which was ordered to be entered on the Minutes.

Copy.

Winchester, 28th January 1887

Dear Sir,

Eling Estate.

We beg to acknowledge the receipt of your letter of the 25th informing us of M^r Egertons appeal to the Court of Swainmote held at the Verderers Hall, Lyndhurst on Monday the 24th for which we are obliged. We also have to thank you for your offer of further assistance in the matter.

We have, however, to state that no Commoner on this Estate, has made any complaint to us with reference to the want of gates on the borders of the Forest. A few years ago, when inquiring into the matter, we were lead to believe that the erection of such gates would be rather detrimental than otherwise to the interests of the Tenants at Langley, Colbury & Durley Manors inasmuch as their Cattle would be unable to enter and return from the Forest, unattended, as they do at the present time.

We are, Dear Sir,
Yours faithfully
Gale & Newton

G.F.W. Mortimer Esq^{re}

Five Members of the Court not being present the consideration [p.70] of the Bye Law as to Pannage could not be proceeded with.

The Agisters Newbolt and Moody produced two reports on Tree planting which were ordered to be entered on the Minutes but no trees had been planted by the Crown lately in the other Districts.

Copy Reports.

Bank, Lyndhurst
February 4th 1887

To the Verderers of the New Forest.

Gentleman.

I beg to report that between Three and Four hundred trees have lately been planted by the Crown near the Cemetery at Lyndhurst, mostly Maple and <Horse> Chesnut. A few I dont know the names,

From your obedient Servant
Charles Newbolt Agister.

North District
1st March 1887

Sir,

I beg to report that about 70 or 80 trees apparently Foreign have been planted this season at Rakes brake in the Eyeworth Walk with others previously reported.

I remain, Sir,
Your obedient Servant
John Moody. Agister

G.F.W. Mortimer Esq^{re}

The correspondence with the Clerk to the Lyndhurst Burial Board was considered. The Clerk was directed to reply thereto as follows:—

Clerks Office, Romsey, Hampshire
14th March 1887

Dear Sir, Lyndhurst Cemetery

I am directed to inform you in reply to your [p.71] favor of the 14th August last that the consideration of such letter has been postponed from one Swainmote Court to another and will be dealt with next Court.

In the meantime I am to ask whether the Crown have under 10 George IV Cap 50 sec.45 granted the fee or a lease for years of the site in question.

Yours faithfully
G.F.W. Mortimer

G.S. Coxwell Esq^{re}
Clerk to the Lyndhurst Burial Board.

The Clerk was directed to refer the Verderers to the various Statutes under which the Crown claimed the right to grant the land in question for the purposes of a cemetery.

<The Statute is 10 Geo IV. c50 Sec.45>

The Agisters handed in the following Reports as to burning:—

Copy Reports.

Bank, Lyndhurst
Feby 21st 1887

Sir,

I beg to report that a piece of Heath ground wants to be burnt at Longwater in front of Ashurst Lodge, and a piece between the Beaulieu Road and the Bishops ditch going towards Culverley. I have had a large quantity of ground burnt over in my district this last few years, so that I have not much to report for this year.

Your obedient Servant
Charles Newbolt

Agister.

G.F.W. Mortimer Esq^{re}

[p.72]

West District

March 1st 1887

Sir,

Several Commoners have expressed a wish to have the upper part of Harvestslade Bottom burnt and the upper part of the bog between Backley Inclosure and Bratley Wood and about four acres between Burley Lawn and Bistern Close Farm.

I remain, Sir, Your obedient Servant

Charles Evemy Agister.

G.F.W. Mortimer Esq^{re}

The Weirs, Brockenhurst

February 24th 1887

Sir,

I have looked through my District and I do not think there is any part wants burning this year.

I remain, Yours obediently

A. Chandler Agister.

G.F.W. Mortimer Esq^{re}

North District

1st March 1887.

Sir,

I beg to report that a portion of the rough heath requires burning at Amberslade between Milcombe and West end of Broomy Walk also a portion at Latchmore bottom.

I remain Sir, Your obedient Servant,

John Moody, Agister

G.F.W. Mortimer Esq^{re}

The Clerk was directed to communicate the substance of the Reports to the Deputy Surveyor and to request that the places [p.73] mentioned might be burnt in due course should he see no objection on the part of the Crown.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

Copy.

1887	By Balance from last account	451	3	3	1887			
Jan 25	" principal of L.&S.W. Ry Co ^y (per Bircham & Co) for land taken from Forest for Bournemouth Direct Line	660	-	-	Feb 4	To paid H. King Advertising Beast	6	-
	" Interest on £660 at 4% from 14 th July 1884 to 5 th April 1885 (265 days) £19. 3. 4 less tax at 6½ ^d <u>10. 3</u>	18	13	1	" 7	" Agisters for postages 1886 (10/- each)	2	-
	" Interest on £660 at 4% from 5 th April 1885 to 5 th April 1886 (1 year) £26. 8. 0 less tax at 8 ^d <u>17. 7</u>	25	10	5	" 25	" M ^r D. Lunn, Drainage Repairs & ^c	3	12
	" Interest on £660 at 4% from 5 th April 1886 to 22 nd January 1887 (292 days) £21. 2. 4 less tax at 8 ^d <u>14. 1</u>	20	8	3				
" 26	" Cash received of C. Evemy (Agister) balance of monies received for Beast sold		6	0				
" "	" Cash received of Non Commoners for Licenses (by Clerk) viz:— Licenses £1. 2. 6 Head Money 1.17. 6 Marking Fees <u>16. 6</u>	3	16	6				
		£ 1179	17	6	Balance		1173	19
							6	6

[p.74]

The Agisters were directed to report as to the number of Bulls in their respective Districts and the requirements of their Districts with reference to the supply of Bulls. And whether in their opinions the danger of Heifers being served too young was greater than the benefit Commoners might derive from Bulls being allowed to roam at large in the Forest.

M^r Roy gave notice of the following motion viz:—

“That it is expedient that the Verderers should consider and determine on the advisability of turning out a limited number of Bulls in the Forest.”

The Agister Moody reported that he had no pound in the neighbourhood of Godshill to which he could drive any animal found unmarked in the Forest.

The Clerk was directed to obtain an Ordnance Map of the Forest and mark thereon all the pounds in and adjacent to the Forest shewing the Parish Pounds in Green, Manor Pounds in Yellow and Crown Pounds in Red, and the further consideration of the subject was deferred until the next Court.

It was resolved that the Agisters be allowed one shilling and six pence for refreshment every time they attended at the Court of Swainmote or at a General Purposes Committee at Lyndhurst and on all other occasions when ordered to attend at any place by the Verderers or their Clerk.

The Clerk was directed in future to submit any Bill of Costs at the first Court in January and to place a notice on the Agenda paper as to its payment at the next Court thereto.

The Agisters were in attendance but paid over no money for marking fees.

[p75]

The following Bills were ordered to be paid viz:-

Bennett Brothers	£2.11.	0
G.A. Webb Esq ^{re}	3.	8. 0
Bovill Smith Esq ^{re}	5.	5. 0

This terminated the business of the Court.

X^d

[signed] *W Clement D Esdaile*
Deputy Chairman

[p.76]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 16th day of May 1887.

Present.

Lieut. Col. William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire. }
Lord Montagu. } Verderers.
William Gascoigne Roy Esquire. }

The Court was opened with the usual proclamation by the Crier.

It was resolved that Lieut. Col. Esdaile be Chairman in the absence of the Official Verderer.

The Clerk produced the following Medical Certificates from the Medical adviser of M^r Dart which were ordered to be entered on the Minutes.

(Copy.)

Sway, Lymington, Hants.
April 14th 1887.

I certify that M^r Dart has been too unwell to attend to business for some time past and still remains so.

Rob^t S.J. Stevens, M.D.

Sway, Lymington, Hants

M^r Dart is still too ill to undertake a journey to Lyndhurst.

Rob^t S. J. Stevens, M.D.

The Hon. G. Lascelles Deputy Surveyor of the New Forest attended the Court and reported that numerous felonious fires of Gorse Heath and Furze had occurred of late and was constantly occurring and that very serious damage was caused thereby.

He made application to the Court for the appointment of [p.77] Seventeen Forest Keepers and Underkeepers as Special Constables in pursuance of 1 and 2 William IV C.41 for the purpose of the prevention of these acts of Felony and the detection and apprehension if possible of the offenders and made deposition in the necessary form of affidavit according to the said Act as follows:—

New Forest in } I Gerald William Lascelles of Lyndhurst in the New Forest in the
in the County } County of Southampton Deputy Surveyor of the said New Forest
Southampton } upon my oath say:—

That on the 8th, 20th and 29th days of March the 2nd and 9th days of April 1887 a series of felonious acts have been committed in various parts of the said New Forest by some person or persons unknown whereby very serious injury might have arisen to the plantations and other property of Her Majesty situate in the said New Forest and that I apprehend that such offences will continue to be repeated. That the ordinary constables for preserving the peace in the several Parishes and townships within the perambulation of the said New Forest are not in my opinion sufficient in number for the detection and discovery of the offender or offenders for the preservation of the peace and for the security of the property of Her said Majesty within the said New Forest.

Sworn by the said Gerald William Lascelles before us at }
a Court of Swainmote holden at Lyndhurst in the County } Gerald W. Lascelles.
of Southampton this 16th day of May 1887. }

W. Clement D. Esdaile. Deputy Chairman

G.E. Briscoe Eyre

Montagu.

W. Gascoigne Roy.

The Court thereupon directed the Following Forest Officers to be sworn in in the form prescribed by 1 and 2 William IV Cap.41 as Special Constables to act within the limits of the New Forest for 12 months next ensuing and they were sworn [p.78] in accordingly viz^t:—

George Bumstead, Ashley Lodge, Fordingbridge, Keeper.

Frank Harrington, Minstead, Lyndhurst, Underkeeper.

Henry Smith, Holly Hatch Cottage, Broomy Township, Ringwood, Underkeeper.

Arthur Parnell, Fritham, Lyndhurst, Underkeeper.

John Wilkins, Ironshill Lodge, Lyndhurst, Keeper.

George Gale Sen^r, Church place Cottage, Totton, Underkeeper.

James Coles, Wilverley Lodge, Wotton, Lymington, Keeper.

Samuel Gulliver, Burley, Ringwood, Underkeeper.

John Slightam, Holmsley, Ringwood, Underkeeper

John Bumstead, Denny Lodge, Keeper.

Joseph Tuck, New Copse Cottage, Brockenhurst, Underkeeper.

Charles Thorn, Aldridge Hill Cottage, Rhinefield Township, Underkeeper.

Francis Lane, Boldrewood, Lyndhurst, Keeper.

Charles Bessant, Norley Wood, Boldre, Underkeeper.

Charles Hirst, Linford Cottage near Ringwood, Underkeeper.

George Gale Junior, Dibden, near Beaulieu. Underkeeper.

John Thorn, Fritham near Lyndhurst, Underkeeper.

The Clerk was directed to give the necessary notices to the Home Office and Lord Lieutenant of the County of their appointment.

The Clerk produced and read the following presentment by the Agister Evemy.

Burley. May 12th 1887.

Sir,

I have to report to you an encroachment of about 10 rod of the Forest land by the L.&S.W.R. Comp^y about 2 rod by a permanent fence and about 8 rod by a bank. It is on the West side of the Line leading from Holmsley to Ringwood near Burley.

I remain, Sir, Your obedient Servant
Charles Evemy

G.F.W. Mortimer Esq^{re}

[p.79]

The Forest Keepers Coles and Slightam stated to the Deputy Surveyor that they were not aware of the suggested encroachment and the matter was referred to him for his consideration.

The Agisters reports as to the number of Bulls in their respective districts and the requirements of their Districts with respect to Bulls and as to their opinions whether the danger of Heifers being served too young was greater than the benefit Commoners might derive from Bulls being allowed to roam at large in the Forest were next considered.

The Agister Newbolt reported that he had no Bull at present at large in his District and he handed in the following written report.

Bank, Lyndhurst
May 13th 1887.

Gentlemen,

My report as to Bulls being turned in the Forest is I find the majority of the Commoners in my District are against it as many of the principal commoners keep a Bull of their own and the Heifers they want in calf they will have served before turning them to the Forest, while the younger ones they don't want to get served and some of the Commoners are almost afraid to turn them out on that account.

Your obedient Servant
Charles Newbolt. Agister.

The Agister Evemy reported that he had one Bull at present at large in his District and he handed in the following written report.

Burley, May 13th 1887

Sir,

I have spoken to several Commoners about Bulls roaming in the Forest and most of them think it would be a good thing for the Commoners if there were Bulls roaming at large in the Forest during the summer months,

I remain Sir, Your obedient Serv^t
Charles Evemy

G.F.W. Mortimer Esq^{re}

[p.80]

The Agister Chandler reported that he had one yearling Bull at present at large in his district and he handed in the following written report.

The Weirs, Brockenhurst.
15th May 1887.

To the Court of Swainmote

Gentlemen,

As ordered I Have enquired of the Commoners living in the South District with regard to turning Bulls into the Forest and I cannot form any idea as they differ so much in opinion but they all feel pleased that the Verderers are going to turn out some Welsh Stallions as it will be doing a lot of good.

Some of the Commoners are obliged to keep Bulls for home use and would turn them into the Forest for a month or two if not objected to.

I remain Yours obediently
A. Chandler. Agister of the New Forest.

The Agister Moody reported that he had no Bull at present at large in his district and he handed in the following written report.

North District
16th May 1887.

Gentlemen,

Report as to Bulls.

As ordered I have made enquiries from Commoners in my District. I find they differ as some would wish their Heifers to calve at two and others at three years of age. I also find some would prefer to have them seasoned themselves as then they would know their time of calving.

The greater part of horned cattle in my District is Milch Cows or Heifers belonging to Commoners bordering on the Forest

I remain Gentlemen, Your obedient Servant
John Moody

M^r Roy gave notice that he should not bring forward his motion as to the advisability of turning out a limited number of Bulls in the [p.81] Forest until he had fully considered the Agisters reports on the subject.

The Agisters were directed to strictly enforce the Bye Law excluding Bulls from the Forest that had not been passed and marked in accordance therewith.

The Court next proceeded to fill up the vacancy amongst the Verderers caused by the death of the late Sir Henry Charles Paulet in pursuance of section 21 of the New Forest Act 1877.

It was unanimously resolved that Francis Frederick Lovell of Hinchelsea whose qualification is in respect of Number 288 on the Register of 1854 and of which property he is still owner be elected an

Elective Verderer under Sec.21 of the New Forest Act 1877 in the place of the late Sir H.C. Paulet deceased.

The Clerk was directed to give M^r Lovell formal notice at once of this his appointment as a Verderer.

The Court next proceeded to take into consideration the resolution passed at the last Court as to the purchase of Stallions for crossing with Forest Mares.

The Deputy Chairman reported very fully all the steps he had taken, and laid on the table letters from various persons from Dartmoor, Exmoor, Wales and Nottingham: also photographs of two ponies.

He stated as his opinion that the communication from Dartmoor promised the best results, and that from sources totally independent of each other the stock of a Northumberland pony "Sir George" was not to be surpassed in England. The Dartmoor ponies had this blood in them specially one called "Royal George".

M^r Eyre reported that he had made enquiries in Cumberland from private sources and had heard of two or three promising Stallions on which he could thoroughly rely including M^r C.W. Wilson the well known Breeder of ponies. That he had the offer of a Stallion of "Sir George's" stock but not in the stud book for £20 to hire until the Newcastle show in July or to buy £50. [p.82] That it was a specially good pony 13.3 on the "fells" by "Sir George" and of a local breed well known in Cumberland remarkable for shape and a grand goer. M^r Wilson reported further that he had now the best Stallion <pony> that he ever had bred and for which he was ready to treat with the Verderers.

Lord Montagu stated his objections to the proposed purchase of Stallions but that if the court considered it advisable to hire some Stallions for the season he should not press his objections.

M^r Roy expressed his views in reply to Lord Montagu's objections.

The Deputy Chairman stated that M^r Mills had purchased a Welsh Stallion and had placed it in the charge of Agister Evemy for the use of the Commoners at a fee of five shillings for each Mare served.

It was unanimously resolved to rescind the resolution passed at the last Court as to purchasing Stallions and the same was unanimously rescinded and in lieu thereof it was unanimously resolved to hire three Stallions if procurable for the present Season and to place them in the charge of the Agisters for the use of the Commoners a charge or Grooms fee of 2/6 being made for each mare served. The fee to belong to the Agister.

The Agister Newbolt undertook the charge of one. The Agister Chandler of another, but on the Agister Moody stating that he resided out of his District and therefore it would not be of any service to the Commoners if he took charge of the third, M^r Eyre kindly agreed to have it placed at Bramshaw and looked after by his father's coachman which offer was at once accepted.

The Deputy Chairman and M^r Eyre were authorised to make terms for the hire of the ponies respectively mentioned by them.

The Deputy Chairman was requested to communicate with M^r Mills and make suitable arrangements with him to get the fee charged for the Stallion in the Agister Evemy's charge reduced to 2/6.

The arrangement of details for carrying out the above Schemes were referred to the General Purposes Committee to carry out and to report upon at the next Court.

[p.83]

The Clerk was directed to write to M^r Lovell and request his assistance in securing the third Stallion.

The Clerk read the following letter from M^r George Coxwell the Clerk to the Lyndhurst Burial Board in reply to the communication sent to him by order of the Court.

Crown Buildings
Lyndhurst
March 24th 1887

Dear Sir,

Lyndhurst Burial Board.

I beg to acquaint you in reply to your letter of the 14th inst: that I am directed by the Lyndhurst Burial Board to inform you that they do not know under what Act the Crown have granted the Board permission to make the Cemetery Road and for all particulars of the kind they beg to refer you to Her Majestys Commissioners of Woods and Forests.

Yours faithfully
Geo. S. Coxwell
Clerk.

G.F.W. Mortimer Esq^{re}
Clerk to the Verderers, Romsey.

The Clerk was directed to bring up a written report as to the Acts of Parliament dealing with the question of the power of the Crown to grant land for the purposes of a cemetery.

The Deputy Chairman produced the Report of the General Purposes Committee on the Drainage matter which was adopted.

(Copy Report.)

It having been referred to your Committee as follows:—

“That it be an instruction to the General Purposes Committee to prepare a Report on the Drainage work that has been done and the cost of the same since the assignment of the moiety of the Dorchester Railway money for the use of the Verderers and to set out the authority under which they consider this duty has been discharged particularly specifying those cases in which the direct cooperation of the [p.84] Commissioners of Woods and Forests has been invited. To state their opinion whether, and to what extent, further work of the same kind is likely to be required in future and whether they would recommend any communication with the Commissioners in each case, or at certain different periods (say at the beginning of each year) before future repair of old works are undertaken. Further to examine and state their opinion whether new works, such as the drainage of bogs should be undertaken as desired by the Memorialists in the letter addressed by M^r F.J. Strange

to Col. Esdaile dated the 9th day of November 1886 on behalf of the Commoners and laid before the Verderers at their Court held on the 15th day of November 1886 and duly entered on the Minutes of that Court, and if so, under what limits and conditions”.

They have to report as follows:–

Immediately upon the establishment of the present Court of Verderers under the New Forest Act of 1877 a correspondence took place between the Court and the Lords of the Treasury, who in their turn communicated with the Office of Woods in regard to the sum of £7016.9.9 unexpended surplus & accumulated interest of the Dorchester Railway Fund and in regard to the other monies proceeding from the Victoria Tilery, which also formed part of that Fund.

The Official Verderer also had many conferences with the Permanent Secretary to the Treasury upon the subject. Certain advances of interest were made by the Treasury in order to enable the Court of Verderers to put the Court in working order, but the main object of the correspondence and of the conferences was to settle some scheme under which the provisions of Section 11 of the Act of 1877 might be carried out. That section directs that the balance of the Railway Fund “shall be expended for the benefit of Her Majesty and the parties entitled to such rights of Common within the period of Six years immediately succeeding the passing of this Act in such manner as may be determined by the Verderers with the assent of the Treasury.”

In 1879 it was found that the Drainage system executed in the Forest by means of this Railway fund was in urgent need of [p.85] repair, and in August of that year the Official Verderer wrote to the Treasury, pointing out this circumstance and that the Commissioners of Woods had stated that they now had no means of defraying the cost. He also suggested “that if the Verderers were in full and final possession of the income arising from the above mentioned fund they might safely undertake present and future liabilities in respect of these Drainage works” at the same time having drawn attention to the fact that the Verderers were not “placed by the Act under any responsibility in respect of such works”. He went on in the same letter to make a proposal that “a final appropriation under s.11 of the New Forest Act of the Capital and income in question for the general use of the Verderers subject to the liability of keeping these Drainage works in repair” should be made.

This proposal which at first seemed to be favorably entertained by the Treasury eventually fell through and in November 1880 another proposal was made by the Court of Verderers that the fund in question should be divided between the Office of Woods and the Court of Verderers, the former undertaking to clean out and maintain the drainage of the Plantations of the Forest, and the Verderers of the unenclosed portion of the Forest, so far as the funds at their disposal would allow.

But this proposition equally failed to obtain the assent of the Office of Woods and in April 1881 the Lords of the Treasury proposed an equal division of the Fund between the Crown and the Verderers “to be applied by you both respecting as so much added to the several sums at your disposal without any liability on either side to account for the application of one moiety to the recipient of the other.”

This proposal was definitely accepted by the Court of Verderers and formally adopted at a Court of Swainmote held on the 12th September 1881 and was afterwards carried out by the transfer of Stock into the names of three of the Verderers.

Thus it will be seen that the Verderers made two proposals under S.11 of the Act of 1877.

[p.86]

1. That the whole of the £7016.9.9 should be made over to them, upon their accepting the liability of maintaining the Drainage &^c executed by means of the Railway Fund.
2. That it should be divided between the Crown and the Verderers the former to use their moiety in maintaining the drainage of the Plantations of the Forest, the latter their moiety in maintaining the Drainage of open lands so far as their means would allow.

Both these proposals included the acceptance by the Verderers of a direct liability in regard to Drainage, bridges &^c which had been executed by means of the Railway Fund but both proposals were rejected and that finally adopted as a fulfilment of the provisions of S.11 was an arrangement which expressly absolved the Verderers from any liability under this head.

There occurred however this passage in the letter from the Treasury already quoted, which touches upon the voluntary work by the Verderers in regard to this Drainage which was in such immediate want of repair and which passage is of much importance when considering the position of the Verderers in relation to the Forest Drainage System. "So far as the assent of the Treasury under S.11 of the New Forest Act may be thought to be necessary or advisable to enable the Verderers to include Drainage and the repair of Bridges and gangways &^c in the uninclosed portion of the Forest, among the objects for which they are constituted under the New Forest Act 1877 my Lords very readily give their assent; but it follows from the preceding part of this letter that my Lords do not prescribe the undertaking of any such work and that they do not seek to appropriate unless the Verderers themselves desire it, the application of the Verderers' moiety to such works. All that is necessary to bear in mind is that the cost of such works, whether original or for maintenance in the unenclosed portions of the New Forest as well as the decision whether they shall be undertaken or not rests with the Verderers and no one else."

From the language it is evident:—

1. That the assent of the Treasury has been given to the Verderers [p.87] to undertake Drainage work in the uninclosed portions of the Forest.
2. That the assent embraces Drainage work whether original or for maintenance of old work.
3. That no legal liability rests on the Verderers to undertake such work, but that they are at liberty to execute it (so far as the Treasury are concerned) should they so of their free will decide.

Upon the basis of this arrangement the Verderers have undertaken various Drainage repairs, to an extent which is shewn by an account appended to this Report. Such work has been done not only with the concurrence of the local Forest authority but through him on the application of the Verderers the office of Woods authorised a supply of rough Timber gratis for the repair of certain bridges over open drains, which was duly made. Subsequently when there was need for the repair of other bridges of this character, this grant of rough Timber was withdrawn the result of which was that the work then proposed to be done by the Verderers was postponed; but repairs have since been done for which the Verderers found the Timber at their own cost.

On more than one occasion the Deputy Surveyor has called the attention of the Verderers to certain Drainage Repairs which were desirable, and permission was given that one of his Forest officers might superintend the work out of his usual hours and M^r Roberts of Ashurst has accordingly from time to time given such superintendance for which he has received gratuities from the Verderers.

Notwithstanding the reference in the letter from the Treasury already quoted as to “original” work, the Verderers have hitherto decided not to entertain any applications for the execution or repair of drainage other than of the system connected with the Railway Fund, but there are before them at this moment earnest requests that they should deal with certain bogs at present dangerous to the cattle of the Commoners in one instance, however they made a contributive grant of £10 towards the Drainage of a Bog called [p.88] Cranemore Bog, which had been undertaken by subscription.

With regard to general superintendance of work, and to the expenditure thereon within named limits Col. Esdaile was from time to time authorised by the Court to act.

In the Autumn of 1886 he was applied to by a Commoner to order repairs to two Bridges, the condition of which required instant attention. Believing that the Drain over which these Bridges were placed was part of the Railway fund system an order for necessary repair was given at once and the work executed. It was afterwards found that the drain was not part of this system.

Except on this occasion no work in connection with the Drainage has been done without the knowledge and concurrence of the Crown. No question arose of the immediate urgency of this case but on Col. Esdaile finding that he was in error as to the Drain in question being part of the Railway Fund system he at once wrote to the Deputy Surveyor upon the subject and from him received a letter in which this question was asked “can you refer me to any authority Parliamentary or otherwise or to any agreement under which the Court of Verderers claim the power to deal with the works executed in the New Forest out of the Tilery and Drainage fund now abolished without the concurrence of the Crown to whose freehold the works are attached.”

The Clerk was instructed to answer this question by quoting the letter from the Treasury of 20th April 1881 already quoted. This was done and an answer has been sent by the Deputy Surveyor in which he states that he thinks such assent of the Treasury no answer to his question.

Your Committee having thus traced out the circumstances connected with the relation to Forest Drainage proceed to answer the questions put in the reference made to them by the Court which are these.

1. What is the authority under which we consider the duty as to drainage has been discharged?
2. What are the cases in which the direct cooperation of the Commissioners of Woods and Forests has been invited?
3. What further work and to what extent of the same kind is [p.89] likely to be required in future?
4. Whether we should recommend any communication with the Commissioners in each case or at certain periods (say yearly)?
5. Whether any new works such as Bogs should be undertaken?
8. If so under what limits and conditions?

[answers]

1. We consider that the expenditure as to Drainage hitherto incurred by the Verderers has been undertaken under the authority of the Lords of the Treasury (see the letter of April 1881).
2. But the work done has always been confined to the Drainage carried out by means of the Railway Fund which has now ceased to exist by the partition of that Fund made between Her Majesty’s Treasury and the Court of Verderers.

The direct cooperation of the Commissioners of Woods &^c has always been invited both by the request for rough timber for the repairs of Bridges, as by the request that one of their officials might from time to time, when expedient, estimate for and superintend works on behalf of the Verderers.

3. The repairs of the system of Drainage alluded to and the Bridges and passages connected with it are likely to be of constant recurrence and may be reckoned to cost annually from £50 to £100. If the Verderers continue to expend a portion of the funds at their disposal in such repairs your Committee are of the opinion that a scheme of proposed work should be laid before the Commissioners of Woods &^c annually, previous to any such work being commenced.

5.&6. Your Committee believe that it would be to the advantage of the Commoners if the money were expended by the Verderers with the consent of the Commissioners of Woods in draining some of the bogs in the Forest; especially those which are the most dangerous and most frequented by the cattle. They find it; however, difficult to recommend precisely the limits and conditions of such work.

It seems to them that each case must be dependent on its own circumstances, but care should be taken that all such work should be fairly distributed over the whole area of the open and unenclosed Forest, so that each locality may be [p.90] as nearly as may be, equally benefitted. The extent of such work would necessarily depend upon the amount of funds at the disposal of the Verderers.

Before concluding their Report your Committee would shortly call attention to sec.38 of the Act of 1877 which lays down the rule as to the application of money received by the Verderers under the Act in conjunction with sec. 23 which treats of the powers of the Court. Inasmuch as the moiety of the Railway fund has been received under Sec. 11 there can be no doubt that such money has been received by the Verderers under this Act and is therefore applicable in the same way as any other monies (e.g. marking fees) "for paying the expenses of and incidental to carrying into effect their duties as Verderers"(S.23 (3)).

As the Court has already decided that the Repair of the Railway fund Drainage comes within those words, your Committee can see no reason why any work in the Forest for the express benefit of Commoners (e.g. Drainage of dangerous bogs) should not be undertaken.

The following Bills were produced and on the Bill of Mess^{rs} Tylee and Mortimer being considered the following memorandum of the Official Verderer written at the foot thereof was ordered to be entered on the Minutes as follows:

"I strongly object to "my orders" being assigned as the foundation for any of these or similar expenses. M^r Mortimer (very properly) informs me of the steps he proposes to take from time to time in the execution of his duties but he takes them on his own responsibility as Clerk and legal adviser to the Court and I only express sanction or acquiescence so far as I can form judgement on the communication made to me."

G.S.B. March 13th 1887

Cheques were ordered to be drawn for the Bills as follows:—

Mess ^{rs} C.L. Lordan & Co, printing	£4. 2. 6	M ^r Thomas Shinn	£2. 5. 0
Mess ^{rs} Tylee & Mortimer	£23. 6. 6	M ^r George H. Whittle	£1. 0. 7


[p.91]

The Clerk was directed to circulate his List so far as he had been able to make it up of gentlemen qualified under M^r Charles' opinion to act as Verderers, amongst the Verderers.

The question of Pounds was ordered to stand over.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

Copy same.

1887.	By Balance from last account	1173	19	6	1887.					
March 8	" Cash received of non commoners for Licenses to this time viz:— Licenses £1 17 6 Head Money 4 0 0 Marking Fees <u>1 15 0</u>	7	12	6	March 12	To M ^r Bovill Smith (Fees taxed off his account by L.&S.W. Railway)	5	5	-	
					14	" G.A. Webb Esq (auditing 1886 a/cs & expenses)	3	8	-	
					17	" Wheeler & Co (Brokers) to purchase £900 Reduced 3%	902	5	-	
May 7 th	" Dividend on £4000 Reduced 3%	58	0	0	18	" Benett Brothers – Advertising	2	11	-	
" 12	" Cash received of Non-Commoners for Licenses to this time viz:— Licenses £1 5 0 Head Money 2 2 6 Marking Fees <u>1 0 0</u>	4	7	6	28	" Cheque Book (Stamps)		5	-	
					"	" M ^r Mortimer ¼'s Salary to Lady Day 1887	37	10	-	
					"	" Wheeler & Co (Brokers) Commission on Transfer of £2000 Reduced 3% & Costs of Power of Attorney	3	1	6	
					" 29	" Agisters Salaries to Lady Day 1887 viz:— C. Newbolt £17.10. 0 C. Evemy 17.10. 0 A.Chandler 17.10. 0				
					" 30	J. Moody <u>17.10. 0</u>	70	0	0	
						" Bankers Cost of Power of Attorney for £4,900 Reduced 3% (Booth to )		10	-	
						Balance	<u>219</u>	<u>4</u>	<u>-</u>	
		£	1243	19	6		£	1243	19	6

[p.92]

The Agisters paid over the following sums for marking fees –

Newbolt	£ 7.13. 2
Evemy	£26.10. 0
Chandler	£30. 5. 2
Moody	£23.18. 0

Several new Licenses were granted.

This terminated the business of the Court.

x^d

[signed] *W Clement D Esdaile*

[p.93]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 25th day of July 1887.

Present.

Col. William Clement Drake Esdaile. Deputy Chairman in the Chair.

George Edward Briscoe Eyre Esquire.

Lord Montagu

William Gascoigne Roy Esquire.

F. Frederick Lovell Esquire.

The Court was opened with the usual Proclamation by the Crier.

Col. William Clement Drake Esdaile was named as Chairman in the absence of the Official Verderer.

The Clerk reported the death of Joseph Henry Dart Esq^{re} one of the Elective Verderers since the last Court.

It was unanimously resolved that a vote of sympathy with M^{rs} Dart and her family in their severe bereavement be recorded on the Minutes and that the Chairman be directed to convey the same to M^{rs} Dart.

The Deputy Surveyor reported two cases of non-compliance by the Agisters with the regulations for the Burial of Animals found dead in the Forest. The first being in the case of a pony found dead by him near Ocknell Pond and which he presumed had been lying there for at least five days. The other being a case of a Pony found by him dead near Broomy and which he presumed must have been dead for at least a fortnight and he requested that the regulations might be revised so as to insure more speedy burial of animals found dead. He stated that the animals in question had been buried by the Crown Keepers by his orders.

[p.94]

John Wilkins Keeper of Irons Hill Walk presented Henry Blake, Joseph Sherrard, M^{rs} Lattey and a man called Teddy, all being Gipsies for trespassing in the Forest and doing damage to the Vert and feeding grounds of the New Forest on the 14th and 21st July 1887. His evidence having been taken they were ordered to be summoned to appear at a Court to be held on Tuesday the 30th of August at 11.30 o'clock.

With reference to the encroachment by the London and South Western Railway Company at Holmesly reported to the Court held on the 16th of May last by Agister Evemy which report was referred by the Court to the Deputy Surveyor. The Clerk produced a letter from the Deputy Surveyor stating that it had been abated. The letter was ordered to be entered on the Minutes.

Copy Letter.

Queens House, Lyndhurst.

July 11th 1887.

Sir,

With reference to an encroachment by the L.&S.W. R^y Coy, as to which the Verderers at their last meeting asked me to make enquiries. I find that a landslip in the deep cutting near Holmsley was caused by the winter rains and for safety's sake was fenced off by the R^y Coy.

This fencing has been removed and the old line of fence reinstated. The encroachment has been satisfactorily abated.

I am,

Yours faithfully

Gerald Lascelles.

The Clerk to the Verderers of the New Forest.

The Report of the General Purposes Committee as to Stallions was read and accepted by the Court.

Copy Report.

From the Books and information supplied by the Agisters it would appear that 42 Mares have been covered by [p.95] "Katafelto" in charge of the Agister Newbolt up to this date and certificates granted to the owner thereof by the said Agister. That 67 Mares have been covered by "Royal George" in charge of Agister Chandler and 50 certificates granted to the owners thereof as he had no more printed forms he was unable to grant more certificates and directions are requested from the Verderers on this matter.

That 33 Mares have been covered by "Fitz George" and 33 certificates granted by the Agister Moody in respect thereof. The Horse "Welsh Star" in the custody of Agister Evemy is the property of M^r John Mills and has not been used exclusively for Commoners mares. The number of Commoners to whom certificates have been granted by the Agister Evemy is 23.

Total	Newbolt	42
	Chandler	67
	Moody	33
	Evemy	<u>23</u>
		<u>165</u>

The Agisters Chandler Newbolt and Evemy are all of opinion that the Commoners have benefitted by and appreciated the Verderers efforts to supply them with superior Horses to cross with their Mares and that the experiment in this respect (in its result as shown above) is a great success.

The Agister Moody is of opinion that the efforts of the Verderers have not been appreciated and that the experiment so far as the improvement of the breed of Forest Ponies is concerned has not been a success. He states that the majority of Mares covered have been what may be called "working mares" which are seldom turned into the Forest and the Mares at large in the Forest and which live in the Forest have not been brought in to be covered and therefore the actual breed of Forest Ponies has not been affected.

All the Agisters are unanimously of opinion that the Horses were not procured soon enough as a majority of owners of Mares turned them out to Forest before the arrival of the Horses and they suggest that next Season they should be obtained earlier. [p.96] All the Agisters are of opinion that a stricter exclusion of Stallions from the Forest should be enforced next year if the experiment is repeated and they require directions as to the exclusions of yearling Stallions from the Forest.

The Agisters further report that a majority of Commoners would like the horses next Season turned into the Forest to run with the Mares but they themselves are not in favor of this being done. In consequence of an application from M^r Eyre a cheque for £21 was on the 7th day of July /87 drawn and subsequently sent to him to be handed to M^r John Spedding the owner of Fitz George in respect of the hire of that horse. The hire of the horse to the Verderers ceased on the 7th July 1887.

The opinion of the Agisters was asked as to the best time for Stallions to be engaged. They were all of opinion that they should be ready for service not later than the middle of April and should be kept until the middle or end of July in each year.

The Deputy Surveyor complained that the Crown Tenants, keepers and servants had not been allowed to make use of the Stallions provided by the Verderers.

Lord Montagu pointed out to him as did other members of the Court that the Horses were procured with the Commoners money and that as the Crown Tenants declined to pay any fees for marking their cattle they could not expect to participate in the benefits paid for by the Commoners and that unless the Crown tenants and Servants were practically subject to the same regulations as other persons having rights of pasturage it would be impossible to exclude inferior Stallions or otherwise to keep up the discipline of the Forest satisfactorily.

The Deputy Surveyor stated in reply that the Crown Tenants would probably be ready to have their mares marked and to pay a fee for the use of the horses if they were allowed to participate in the benefits conferred on the Commoners by the importation of superior Stallions and he trusted that if this arrangement were carried out inferior Stallions would be vigorously excluded from the Forest and he would [p.97] endeavour to make arrangements for the withdrawal from the Forest of all Stallions belonging to Crown Tenants and servants which were not passed by the Verderers.

The Court undertook to consider the subject with a view to coming to some beneficial arrangement as also the question of allowing non-commoners the use of the horses. It was pointed out that if this was done more Stallions would be required next year and the question of providing for additional expenditure would have to be considered.

It was decided to return the Stallions at the end of the month and the Deputy Chairman of the Court undertook the arrangements and necessary correspondence on the subject and that the necessary cheques for the hire and other expenses of the Horses be drawn as the Deputy Chairman may direct.

M^r Strange being present suggested that next year the Stallions for the North District should be placed in a more central part of the District and suggested Broomy.

The further consideration of the subject was postponed until the next Court.

The Court next proceeded to consider the question of the Lyndhurst Burial Ground and the correspondence with the Clerk to the Lyndhurst Burial Board having been read directed their Clerk to write to the Commissioners of Woods Forests &^c as follows:–

Clerks Office, Romsey, Hampshire~
2nd August 1887.

Sir,

Lyndhurst Burial Board.

In consequence of a communication from the Clerk to the Lyndhurst Burial Board referring the Verderers to the Commissioners of Woods Forest &^c in charge of the New Forest for the information now asked for, I am directed by the Verderers present at a Court of Swainmote and Attachment held at the Verderers Hall in the Queens House Lyndhurst on the 25th July 1887 to enquire under what Act of Parliament the Commissioners of [p.98] Woods Forests &^c have granted a portion of the open Waste of the Forest at or near Lyndhurst to the above Board for the purposes of a Cemetery and have sanctioned the approach to the Cemetery as now made.

The Verderers will be obliged by the information asked for being supplied.

I am Sir, Your obedient Servant
G.F.W. Mortimer

The Chief Comm^r
of Her Majestys Woods Forests &^c

Clerk to the Verderers

On the question of the repair of the Bridges and drains, M^r Lovell suggested a plan for the construction of bridges over the drains and cuttings in the Forest and explained the nature thereof by producing plans and sections of his proposed structures the main feature of which was the use of T iron girders with oak plank between them such mode of building bridges being at once far more economical and enduring than bridges composed entirely of timber.

It was resolved that application be made to the Commissioners of Woods Forests &^c to ascertain whether if the Verderers put up such Bridges to carry Timber carts where desirable and for Cattle across drains and cuttings the Crown would supply the necessary oak plank for the construction thereof.

At the request of the Deputy Chairman it was resolved to associate M^r Lovell with him in future in all questions affecting the repair of the drainage and bridges in the Forest.

The Clerk put in the plan ordered to be prepared by him showing the position of the Pounds in and adjacent to the Forest. It was resolved that the Agisters be ordered to report in writing to the next Court the most central places in their Districts for the erection of a Pound or Pounds without reference to the existing Pounds.

[p.99]

The further consideration of the subject was postponed to the next Court.

Lord Montagu having addressed the Court on the insufficiency of the list of persons qualified to sit as Elective Verderers and explanations having been made by the Deputy Chairman as to the extreme difficulty of making such a list perfect the Verderers present undertook to correct, as far as possible, the Lists supplied to them from their local knowledge and to return them to the Clerk when so corrected for fresh Lists to be supplied.

It was unanimously resolved that it be a rule of procedure that in case of a casual vacancy occurring in the Court the Clerk shall forthwith announce the same by circular letter to the Verderers should such vacancy occur more than three weeks before any fixed meeting of the Court but if such vacancy shall occur within three weeks of any fixed meeting of the Court then the Clerk shall notify the same at such Court and insert it in the Agenda and any Verderer desiring to nominate any person for cooptation to fill up any such vacancy in the Court shall send the name and qualification to the Clerk at least three weeks before the Court at which such cooptation is proposed to be carried out and the Clerk shall place the same on the Agenda paper of the Court.

The question of the alteration of the regulations as to the burial of Animals found dead in the Forest was deferred.

The Agisters paid over the following sums for marking Fees viz':—

Newbolt	£17.17. 0
Evemy	£41.11. 6
Chandler	£26. 1. 2
Moody	£24.12. 6

[p.100]

The Clerk produced the Financial Statement which was ordered to be entered on the minutes.

Copy same.

		£	s	D			£	s	D	
1887	By Balance from last account	219	4	0	1887					
May 17					May 17	To Lordan. Printing &c	4	2	6	
	" Cash received of Agisters for marking Comm ^s Cattle viz':-					" Tylee & Mortimer. Law Costs for 1886	23	6	6	
	C. Newbolt £7.13.2					" Shinn (Printing &c)	2	5	0	
	C. Evemy 26.10.					" Whittle (D ^o)	1	0	7	
	A. Chandler 30. 5.				June 8	" L.&S.W. Ry Co ^y (Carriage of Horses)	4	9	0	
	J. Moody <u>23.18.</u>	88	6	4	27	" M ^r Mortimer ¼'s salary to 24 th inst	37	10	0	
	" Cash received of Non Commoners for Licenses viz':-					" Agisters ¼'s salary to 24 th inst viz':-				
	Licenses 1.15. 0					C. Newbolt 17.10. 0				
	Head Money 3. 0. 0					C. Evemy 17.10. 0				
	Marking Fees <u>1.11. 0</u>	6	6	0		A. Chandler 17.10. 0				
						J. Moody <u>17.10. 0</u>	70	0	0	
					July 16	" Spedding Esq. Hire of Horse (for M ^r Eyre)	21	0	0	
						Balance	<u>150</u>	<u>2</u>	<u>9</u>	
		£	313	16	4		£	313	16	4

This terminated the business of the Court.

x^d

[signed] *W Clement D Esdaile*
{Deputy Chairman}

[p.101]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Tuesday the 30th day of August 1887.

Present.

Col. William Clement Drake Esdaile. Deputy Chairman.

George Edward Briscoe Eyre Esquire.

Lord Montagu

William Gascoigne Roy Esquire.

Francis Frederick Lovell Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that Col. Esdaile be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Court proceeded to hear the cases for trial as follows:—

John Wilkins	}	Defendant was charged that he did on the 14 th and 21 st days of July
—— v ——	}	1887 unlawfully commit a certain trespass on part of the New Forest
Joseph Sherrard	}	by then and there encamping in the New Forest.

The Defendant pleaded Guilty and was fined 2/6 and 7/- costs or one weeks imprisonment with hard labour. The Defendant was given a fortnight in which to pay.

John Wilkins	}	Defendant was charged with a similar offence at the same time
—— v ——	}	and place.
Hannah Lattey alias Lakey	}	

The Defendant pleaded Guilty and was fined 2/6 and 7/- costs or
[p.102] one weeks imprisonment with hard labour and was given a fortnight in which to pay.

The summons in the case of Blake charged with a similar offence not having been served was redated for hearing at next Court.

The Clerk produced to the Court the following statement shewing the actual amount expended in providing Stallions for the use of the Commoners mares which was ordered to be entered on the minutes.

Copy Statement.

London and South Western Railway Company, Carriage of "Katafelto"	}	£. s. D.
and "Royal George"	}	4. 9. 0
John Spedding Esquire, Hire of "Fitz George"		21. 0. 0
M ^r A. Murdock, Hire of "Royal George" and Railway expenses		27. 3. 6
M ^r A. Watt, Hire of "Katafelto" and Railway charges		27. 3. 6
Newbolt – Expenses		9. 0. 6
Chandler – Expenses		12. 9. 0
Moody – Expenses		4.15. 4
Evemy – Expenses		<u>3. 1. 0</u>
		<u>£109. 7.10</u>

The Agisters stated that 168 Mares had been served.

The question of the alteration of the Regulations as to the burial of animals found dead in the Forest was adjourned for further consideration as the Deputy Surveyor had no further complaint to make on the matter.

M^r Roy however reported that a Dead pony had been found at Ipers Bridge by the sanitary officer of the Local Board of Guardians and that the animal had been buried by his orders and the nuisance caused by it abated.

The Clerk read the correspondence with the Commissioner in charge of the Woods and Forests as to the repairs of drains and [p.103] bridges in the Forest. It was ordered to be entered on the minutes.

Copy same.

Clerks Office, Romsey, Hampshire.
August 2nd 1887.

Sir,

I am directed by the Verderers present at a Court of Swainmote and Attachment held at the Verderers Hall in the Queens House Lyndhurst on the 25th July 1887 to enquire whether in the event of the Verderers repairing re-erecting or putting up Bridges over the open cuttings and drains in the New Forest of such size and strength as will be sufficient to carry Timber carts as also smaller Bridges for cattle the Commissioners of Woods Forests &^c will supply free of cost the necessary oak plank for the repairs and construction thereof as also any other necessary Timber.

A new plan of construction is under consideration by which the use of iron girders of T iron will both diminish the quantity of Timber used and render the bridges more lasting and efficient. The Verderers will be happy to supply Her Majesty's Commissioners with the details of such plans of construction.

I am Sir, Your obedient Servant
G.F.W. Mortimer

Clerk to the Verderers.

The Chief Commissioner
of Her Majesty's Woods Forests &c.

Office of Woods &c, Whitehall Place S.W.
8th August 1887.7

N^o 1117.

Sir,

I am directed by M^r Culley to acknowledge the receipt of your letter of the 2nd inst enquiring by direction of the Verderers of the New Forest whether in the event of the Verderers repairing, re-erecting or putting up bridges over [p.104] the open cuttings and drains in the New Forest the necessary timber will be supplied to them free of cost.

In reply I am to acquaint you for the information of the Verderers that the control of the Crown property in the New Forest is vested on the Commissioner of Woods to whom the management and direction have been assigned, and M^r Culley cannot therefore recognize any right in the Verderers to share in the duties of management. M^r Culley recognizes however that the Verderers are in a position of some difficulty in having charge of a fund which it is their duty to expend for the benefit of the Commoners and he is quite disposed to assist them on the distinct understanding that any operations they may undertake in the New Forest in the repair or reconstruction of bridges and drains are subject to the permission and control of this Department.

If the Verderers will be good enough to furnish M^r Culley with a plan or description such as will enable him to identify the situation of the bridges which the Verderers now propose to repair M^r Culley will be happy to consider their application for the timber required for the work.

I am, Sir, Your obedient Servant
J. Russell Sowray.

A discussion took place thereon and the Chairman was requested to draft a reply and submit it to the members of the Court before directing the Clerk to dispatch it.

The Clerk read the correspondence with the Commissioner in charge of the Woods and Forests with reference to the Lyndhurst Burial Board the correspondence was ordered to be entered on the minutes and the consideration of the matter was adjourned.

Copy same.

Office of Woods &c Whitehall Place S.W.
6th August 1887.

N^o 1095.

Sir,

I am directed by M^r Culley to acknowledge the receipt [p.105] of your letter of the 2nd inst, enquiring by direction of the Verderers of the New Forest, under what Act of Parliament the Commissioners of Woods and Forests &c have granted a portion of the open waste of the Forest at or near Lyndhurst to the Lyndhurst Burial Board for the purposes of a Cemetery.

In reply I am to acquaint you for the information of the Verderers that the Commissioners of Woods &^c have not granted any of the waste of the Forest as a site for a cemetery. The site you no doubt refer to was granted by Her Majesty under the powers of the Act 10 Geo. 4 Cap 50 Sec. 45.

I am Sir, Your obedient Servant
J. Russell Sowray.

G.F.W. Mortimer Esq^{re}

M^r Eyre drew attention to the Report of the select Committee of the House of Commons on Forestry and addressed the Court on the subject and moved that the paragraph containing M^r Lascelles' (the Deputy Surveyors) evidence be placed on the minutes of the Court and that the consideration of it so far as it concerns the interests of the Commoners be entered into at the next Court, but it was resolved to defer the matter till the next Court.

M^r Eyre handed in the following notice of motion and gave notice that he should move it at the next court:—

That this Court records its protest against the statement made by the Deputy Surveyor of the New Forest to the Committee of the House of Commons upon the subject of Forestry as published in the Report of that Committee dated August 3rd 1887 as being calculated to prejudice with Parliament and the Public the rights and interests of the Commoners of the New Forest and that it also records its protest against the planting of trees with or without enclosure of the same with cages of thorns furze & the like, within the last few years by the local representatives of Her Majesty's Commissioners of Woods and Forests as being an unlawful encroachment [p.106] upon and abridgment of the rights of Common which the Commoners aforesaid have upon the commonable lands of the New Forest.

That a copy of the above resolution, of the statement in the Reports aforesaid, and of the memorial of the Commoners presented to the Court of Verderers on the 9th March 1885 be sent by the Clerk to the Verderers to the Commissioner in charge of the New Forest.”

Lord Montagu handed in the following memorandum which he proposed to ask the Court to adopt at the next meeting.

Copy

The attention of the Court of Verderers has been drawn to a paragraph in the Report of the select Committee of the House of Commons on Forestry which contains an extract of some evidence given before that Committee by the Deputy Surveyor of the New Forest.

While the Court cannot consider it to be any part of its duty to comment on the views expressed by the Deputy Surveyor either on the condition of the New Forest from a Forestry point of view or as to the policy or practice of the Office of Woods in dealing with the Woodlands in its charge, yet it feels it incumbent upon it to notice the Deputy Surveyors statement so far as it bears upon the rights of the Commoners in the New Forest with the protection of whose interests the Court is specially charged both by ancient custom and by Act of Parliament.

The statement of the Deputy Surveyor so far as his evidence is set out in this Report seems practically to ignore these ancient and statutable rights by the assumption of a sole right on behalf of the Crown of a beneficial interest in the New Forest as if no other rights existed and had only been affected by the Act of 1877. To such an implied assumption the Court of Verderers feel bound on behalf of the Commoners of the New Forest to place on record an earnest and serious protest.

The Court would observe that up to 1851 the joint interests of the Crown and Commoners were on the whole respected [p.107] and fairly and peacefully exercised.

It was not until the Act of 1851 known as the Deer Removal Act, was passed, at the instance of the Crown and its provisions used deliberately and avowedly for the purpose of depriving the Commoners as much as possible of their rights and a wholesale destruction of a large portion of the ancient and beautiful woods carried on that it was found necessary by Parliament after a careful and exhaustive enquiry to pass the Act of 1877 by which the rights of Commoners were guaranteed and the preservation of ancient woods secured.

While it is possible that these objects might have been attained by the principle as now suggested of simply enclosing the old woods with a view of their renewal by a natural process by which the interests of the Commoners might have been left undisturbed it is certain that this policy was not only not advocated by the Office of Woods but was directly opposed by it.

Parliament having however found it necessary to take due security for the free, fair and full exercise of the rights of the Commoners as well as for the general rights of the public and the conservation of the ancient woods by Act of 1877. This Court feels it to be its duty to notice and if necessary to resist any attempt to ignore, invade or minimise directly or indirectly the rights of the Commoners and thus feels bound to record its protest against the Statement of the Deputy Surveyor of the Forest to the Committee of the House of Commons on Forestry, so far as it appears to have this effect or bearing.

The Clerk was directed to circulate copies of the above mentioned memorandum among the members of the Court.

The Clerk handed in a letter he had received from the Official [p.108] Verderer as follows:—

Winchester,
August 19th

Dear Sir,

The County authority has been considering here today a communication from the Privy Council relative to Swine Fever.

It occurs to me that the pannage season being shortly about to begin, the Verderers might (if they have not already provided for the case by existing regulations) exercise some supervision over the condition of the animals allowed to be turned out to pannage this year.

I write as I shall be unable to attend the Court tomorrow.

Yours faithfully
Basing

G.F.W. Mortimer Esq^{re}

A discussion took place upon it and the Clerk was directed to draft an order dealing with the subject and to submit it to the Verderers for their approval before forwarding it to the Privy Council to be passed.

The Agisters attended and produced their Reports as to the most central places for the erection of pounds in their Districts as directed at the last Court and their Reports were approved.

The Clerk was directed to write to the Deputy Surveyor and ask permission to erect same, subject to the payment of a suitable acknowledgment in respect thereof.

Copy Reports.

Bank, Lyndhurst
August 30th 1887

To the Verderers of the New Forest,
Gentlemen,

I beg to say that if a pound was put up at [p.109] Canterton and another at Wood Fidelity Bridge with the one at Lyndhurst will be quite enough for my district,

From Your obedient Servant
Charles Newbolt. Agister.

August 30th 1887

To the Verderers of the New Forest.

I beg to report that the most central places for pounds to be erected in my district would be one near Holmsley Station as there is no place there where ponies can be driven in to be tailmarked also one near Bratley as all the ponies in that district have to be driven to Burley which would be a distance of three miles.

Charles Evemy. Agister, West District.

The Weirs, Brockenhurst,
August 30th 1887.

To the Court of Swainmote.

Gentlemen,

As requested I beg to state that the most convenient place at Brockenhurst for the erection of a Pound would be adjoining the Forest Pound at Wide Lane and a Pound at Pilley, Boldre,

A. Chandler, Agister, South District

North District
30th August 1887.

Gentlemen,

As ordered I beg to report the places in the North District where pounds are required. They are Fritham, Ashley Rails or Godshill, Lynwood or Broomy.

I remain Gentlemen Your obedient Servant
John Moody

[p.110]

The Clerk produced the Financial Statement which was ordered to be entered on the minutes.

Copy.

		£	s	D	1887		£	s	D
1887	By Balance from last a/c	150	2	9					
July 26	" Cash received of Agisters for marking Commoners Cattle viz:-				Aug 5	To M ^r A. Murdock. Hire of			
	C. Newbolt £17.17. 0					Royal George 25. 0. 0			
	C. Every 41.11. 6					Railway charges 2. 3. 6	27	3	6
	A. Chandler 26. 1. 2					" M ^r W. Watts. Hire of			
	J. Moody 24.12. 6	110	2	2		Katafelto 25. 0. 0			
"	" Cash received of Non Commoners for Licenses viz:-				"	Railway charge 2. 3. 6	27	3	6
	Licenses 1. 7. 6					" John Spedding Esq ^r costs of conveyance of Fitz George	9	5	4
	Head Money 4. 0. 0					Balance	203	15	7
	Marking Fees 1.15. 6	7	3	0					
		£ 267	7	11			£ 267	7	11

It was resolved that the Deputy Chairman be requested to fix the dates at which claims should be sent in by Commoners requiring to be placed on the Register of Commoners entitled to vote at the election of Elective Verderers and for hearing appeals against the same.

The Agisters paid over the following sums:-

Moody	£29.15. 0
Chandler	£25.10. 2
Newbolt	£14.14. 0
Every	£11. 5. 0

Three non-commoners Licenses were granted.

[p.111]

The Clerk was directed to obtain copies of the Report with the evidence taken before the select Committee of the House of Commons as to Forestry and circulate the same among the Verderers.

This terminated the business of the Court. x^d

[signed] *Basing*

[p.112]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 14th day of Nov^r 1887.

Present.

The Right Honorable Lord Basing. Official Verderer.
George Edward Briscoe Eyre Esquire. }
Colonel William Clement Drake Esdaile. }
Lord Montagu. } Verderers.
William Gascoigne Roy Esquire. }
Francis Frederick Lovell Esquire. }

The Court was opened with the usual Proclamation by the Crier.

The Minutes of the last Court were read and confirmed.

The Court proceeded to hear the cases for trial as follows:—

John Wilkins } Defendant was charged that he did on the 14th and 21st days of July
—— v —— } 1887 unlawfully commit a trespass on part of the New Forest by then
Henry Blake } and there encamping in the New Forest.

The Defendant pleaded not guilty.

John Wilkins sworn:— I am the Crown Keeper of Irons Hill Walk in the New Forest. On the 14th July last in consequence of a report to me I went to where the Defendant was encamped. I told him he must remove at once as he had been at the spot Five or six days contrary to orders. He removed a short distance only. On the 21st July I found the Defendant encamped within 200 yards of the spot I had ordered him to leave. He told me that as soon as his Cart wheel was mended he would leave. [p.113] He left next morning. I had ordered him away several times previously but he only removed a few yards on these occasions and did not comply with my order.

Charles Harrington sworn:— I am Assistant Keeper to the last witness. I first found the Defendant encamped at old Furzey Lawn. I found him there again on the 14th July. I told him that he must move. He said, They might hang drown or kill him but he would not move as he was in his own parish. I reported the case. I went to him nine times in seven days and ordered him to move but he only moved 200 yards from the spot at which I first found him and I found him again on the 21st July at that distance from his original encampment.

Defendant was fined 2/6 and 11/- costs and given two weeks in which to pay in default 14 days with hard labour.

George Marchant } The Defendant was charged for that he on the 30th September 1887 at
_____ v _____ } Marchwood in the New Forest did unlawfully steal take and carry away a
Edward Westbrook } certain Horse to wit a Grey Horse Colt the property of George Marchant.

Separate Depositions were taken in this case and the Defendant was committed for trial.

The Verderers proceeded to settle the Register of Commoners entitled to vote at an election of Elective Verderers.

The only applications on the subject were from George James Gould in respect of part 229 a piece of freehold land. John Henry Howard in respect of Number 503 a House and 17^{acres} 2^r 3^p of Land. Charles James Lacey in respect of part of N^o 1188 a piece of land. George A. Meyrick in respect of part 386 part of Beckley Farm amounting to 133a 3r 27p and Henry Timson in respect of Numbers 693 and 694.

The Court admitted these claims. The names of one or two gentlemen who had died during the year were expunged or [p.114] altered to those of their representatives.

The Register was finally settled and the Clerk was directed to have it copied and circulated as usual.

The Court next proceeded to fill up the vacancy amongst the Verderers caused by the death of the late Joseph Henry Dart Esquire in pursuance of Sec. 21 of the New Forest Act 1877.

Lord Montagu having withdrawn the name of his Candidate, it was unanimously resolved that George A. Meyrick Esquire of Harrow Lodge Ringwood whose qualification in respect of part N^o 386 on the Register of 1854 and of which property he is owner be elected an Elective Verderer under Sec. 21 of the New Forest Act 1887 [*sic*] in place of the late J.H. Dart Esquire.

The Clerk was directed to give M^r Merrick [*sic*] formal notice of his appointment as a Verderer.

Before the Court proceeded to take into consideration M^r Eyre's and Lord Montagu's notices of Motion The Official Verderer observed upon the inconvenience of such a discussion as was likely to arise on the subject of the evidence given by M^r Lascelles referred to in such notices. He pointed out that M^r Lascelles views could not be taken as those of the Commissioners of Woods and were in no way binding on them. He therefore intimated his opinion that it would be better to leave the Commoners to deal with the matter should it hereafter arise.

M^r Eyre thereupon addressed the Court and moved:—

“That this Court records its protest against the Statements made by the Deputy Surveyor of the New Forest to the Committee of the House of Commons upon the subject of Forestry as published in the Report of that Committee dated August 3rd 1887 as being calculated to prejudice with Parliament and the Public the rights and interests of the Commoners of the New Forest.”

Lord Montagu addressed the Court and moved by way of amendment:—

[p.115] “The attention of the Court of Verderers has been drawn to a Report and Appendix of the Select Committee of the House of Commons on Forestry which contains a reference to evidence given and laid before the Committee by the Deputy Surveyor of the New Forest. While the Court

cannot consider it any part of its duty to comment on the views expressed by the Deputy Surveyor either on the condition of the New Forest from a Forestry point of view or as to the policy or practice of the Office of Woods in dealing with Woodlands in its charge yet it feels incumbent upon it to notice the Deputy Surveyors statement so far as it bears upon the rights of the Commoners in the New Forest, with the protection of whose interests the Court is specially charged both by ancient custom and by Act of Parliament.

The Statement of the Deputy Surveyor so far as his evidence is set out in this Report seems practically to ignore these ancient and statutable rights by the assumption of a sole right on behalf of the Crown of a beneficial interest in the New Forest as if no other rights existed and had only been affected by the Acts of 1877. To such an implied assumption the Court of Verderers feel bound on behalf of the Commoners of the New Forest to place on record an earnest and serious protest.

Parliament having found it necessary to take due security for the free, fair and full exercise of the rights of the Commoners as well as for the general rights of the public and the conservation of the Ancient Woods by Act of 1877. This court feels it to be its duty to notice and if necessary to resist any attempt to ignore, invade or minimise, directly or indirectly the rights of the Commoners and thus feels bound to record its protest against the statement by the Deputy Surveyor of the Forest to the Committee of the House of Commons on Forestry so far as it appears to have this effect or bearing.”

M^r Roy seconded the amendment which was put and carried.

It was resolved that <a copy> of the Resolution be sent to the Commissioner in charge of the New Forest.

[p.116]

M^r Eyre thereupon moved:—

“That this Court records its protest against the planting of trees in the open and uninclosed lands of the New Forest (with or without enclosure of the trees by cages of thorns, Furze and the like) within the last few years by the local representatives of Her Majesty's Commissioners of Woods and Forests, as being an unlawful encroachment upon and abridgement of the Rights of Common which the Commoners of the New Forests have upon the commonable lands of the said Forest and that a copy of the above protest, of the Memorial of the Commoners presented to the Court of Verderers on the 9th March 1885 and of any correspondence upon the subject, be sent by the Clerk to the Verderers to Her Majesty's Commissioner in charge of the New Forest.”

After a discussion. On the suggestion of M^r Roy the consideration of the motion was adjourned to the next Court.

The Clerk read the correspondence with the Office of Woods and Forests as to the repair of Bridges and Drains in the Forest.

(Copy same)

Clerks Office, Romsey Hampshire
September 19th 1887

N° 1117.

Sir,

I am directed by the Verderers of the New Forest to acknowledge your letter of the 8th August in answer to mine of the 2nd August written by their direction.

Although the Court is under no legal liability in the matter for some years the repairs of certain bridges and drains have been from time to time carried out by the Verderers in communication with and by the consent of the Office of Woods and letters have passed between the Deputy Surveyor and members of the Court and its clerk with reference to certain bridges which needed repair and drains [p.117] which required to be cleaned out. The Verderers therefore cannot perceive that any contention as to the Rights of the Crown in the Forest was raised in my letter of the 2nd August, nor any assumption expressed therein on the part of the Verderers and share in the duties of management and they desire that no such interpretation may be attached to the letter above mentioned. I am to add that M^r Culley is under a misapprehension in supposing that the Verderers are in any difficulty as to the funds at their disposal.

The Court however, notes with satisfaction that the Office of Woods are willing to consider favorably any application for Timber for the reparation of Bridges which may be submitted by the Verderers when from time to time they may happen to find themselves in funds for the execution of such work. A schedule of bridges and drains the repair of which the Verderers may be willing to undertake when able will be forwarded either to the Office of Woods or to the Deputy Surveyor as may be wished.

I am, Sir,
Your obedient Servant
G.F.W. Mortimer.

Geo, Culley Esq^{re}

Office of Woods & Whitehall Place S.W.
29th September 1887.

N°1346

Sir,

I am directed by M^r Culley to acknowledge the receipt of your letter of the 19th inst. and to state that he is glad to observe that the Verderers do not claim to repair Bridges or clear Drains in the New Forest without the concurrence and approval of this Department and with reference to your statement that a schedule of Bridges and Drains the repair of which the Verderers may be willing to undertake will be furnished I [p.118] am to state that M^r Culley will be glad to receive such Schedule at the Verderers early convenience and I am to request that it may contain the drains and bridges that may have been already dealt with by the Verderers as well as those which they are proposing to deal with.

I am Sir, Your obedient Servant
George Bennett

G.F.W. Mortimer Esq^{re}

The matter was left in Col. Esdaile's hands to supply the statement required.

The Clerk read the correspondence with the Deputy Surveyor (M^r Lascelles) as to Pounds.

(Copy correspondence.)

Clerks Office
Romsey, Hampshire.
October 11th 1887.

Dear Sir,

I am directed by the Verderers to write and ask for the Crown's permission (so far as it is necessary) to erect Pounds in the New Forest at the places mentioned on the fly sheet.

Your faithfully
G.F.W. Mortimer

The Hon. G. Lascelles.

<u>North District.</u>	Fritham Ashley Rails or Godshill. Lyndwood or Broomy
<u>South District.</u>	Adjoining the Forest pound at Wide Lane and near Pilley Boldre.
<u>East District.</u>	Canterton and Wood Fidley Bridge.
<u>West District.</u>	Near Holmsley Station near Bratley.

[p.119]

Queens House, Lyndhurst
October 15th 1887

Dear Sir,

In reply to your letter of 11th inst, I am directed by M^r Lascelles to say that he will be very glad to forward to the Commissioner of Woods & c the Verderers application for permission to erect sundry pounds in New Forest, but in order to enable him to do so with accuracy, I am to ask you to furnish him with one of the Ordnance Survey Sheets on which the position of the Pounds in question is laid down. The description of their various situations contained in your letter is so indefinite that he cannot identify them except in one or two cases. Would you kindly say what area approximately it is desired to enclose in each case, the fences being as M^r Lascelles supposes of a permanent character? M^r Lascelles gathers from your letter that the Verderers do not desire to make use of any of the old established pounds of the Forest but to establish a series of new pounds, but if he is wrong in this perhaps you will correct him.

M^r Lascelles does not quite understand if the pounds are for the purpose of effecting drifts in the Forest or for confining cattle that have been driven and impounded and the construction and size of the pounds would vary according to the purpose for which they are intended.

I am Sir.
Your obedient Servant
Arthur G. Grace

G.F.W. Mortimer Esq^{te}
Clerk to the Verderers.

The Clerk was directed to reply that the Pounds were required for the detention of Animals found unmarked at large in the Forest. The following draft letter was approved and ordered to be forwarded:—

[p.120]

Clerks Office, Romsey
December 15th 1887.

Dear Sir,

In reply to your communication of the 15th October 1887 as to the Pounds which the Verderers desire to erect in the Forest, I am directed to inform you that the positions which seem most desirable for such Pounds are as follows:—

For the North District. Inside the old drift pound or on the Waste Land by the Roadside near the “Royal Oak Public House” at Fritham the pound to be about 12 yards square with a small pound inside for marking cattle.

For the South District. At Brockenhurst Weir on the left hand side of the Road leading from Brockenhurst to Hinchelsea between the Brook and the Bank of the Manor of Brookley, about ½ a mile from Brockenhurst Station. The pound to be 12 yards square with a small pound inside for marking cattle.

For the East District. At or near Wood Fidley Bridge. At the end of the Rail Fence (the left hand side of the Road) that leads over the Bridge going to Beaulieu. The Pound to be about 12 yards square with a small pound inside for marking cattle.

For the West District. At Holmsley. At the west side of and close under the Railway exactly opposite Holmsley Lodge. The Pound to be about 12 yards square with a small pound inside for marking cattle.

The Pounds would be enclosed by Posts and Rails and are required for the detention of animals found at large in the Forest unmarked and unpaid for and for the convenience of the Agisters in carrying out the discipline of the Forest.

The question of the use of the old Drift Pounds does not therefore appear to arise on the present occasion.

The Verderers will be obliged by your being so good as to obtain the sanction of the Office of Woods Forests &° to the erection of the Pounds in question at as early a date as possible.

I am dear Sir, Yours faithfully

G.F.W. Mortimer

The Hon. G. Lascelles.

[p.121]

The following dates were fixed for the Clerk to sit at Lyndhurst Beaulieu and Fordingbridge to issue Licenses to Non-commoners

Lyndhurst	Monday January 9 th 1888.
Beaulieu	Wednesday January 11 th 1888.
Fordingbridge	Friday January 13 th 1888.

The Court also fixed the following dates for holding Courts of Swainmote and Attachment for next year:—

January	23 rd	at 11-30
March	5 th	at 11-30
May	14 th	at 11-30
July	9 th	at 11-30
November	12 th	at 11-30

The sixth day of January 1888 was fixed as the date for the election of Elective Verderers in the place of William Gascoigne Roy Esquire and Frederick Francis Lovell Esq^{te} who go out of office in January 1888.

The Clerk was directed to communicate with the High Sheriff on the subject.

The following accounts were ordered to be paid and cheques were drawn to cover them.

M ^r T. Shinn. (Printing)	£7.10. 6
Mess ^{rs} Drake & Co.	£2.15. 6
M ^r B. Bedford (Reports on Forestry)	14. 0
Mess ^{rs} Bennett Bro ^s . (Advertising)	£4. 6. 0
H. King Esq ^{te} (D ^o)	£4. 6. 0

A cheque was also ordered to be drawn for Twenty shillings payable to the Deputy Surveyor in pursuance of Section 9 of the New Forest Act 1877.

The Clerk produced the usual Financial Statement as follows:—

[p.122]

1887.		£	s	D	1887		£	s	D
	By Balance from last a/c	203	15	7	Sept 12	To Charles Newbolt (Agister) expen ^s re Stallion "Katafelto"	9	-	6
Aug' 31 st	" Cash received of Agisters at Court for marking Commoners Cattle viz:—				" 13	" Alfred Chandler (Agister) exp ^s re Stallion "Royal George"	12	9	-
	John Moody £29.15. 0				" 30	" M ^r Mortimer 1/4s salary to Micha ^s /87			
	Alfred Chandler 25.10. 2				Oct. 3	" Charles Evemy (Agister) expenses re Stallion "Welsh Star"	37	10	-
	Chas Newbolt 14.14. 0				" 4	" John Moody (Agister) expenses re Stallion "Fitz George"	3	1	-
" "	Chas Evemy <u>11. 5. 0</u>	81	4	2	" 5	" 1/4's salary to Micha ^s 1887 viz:—	4	15	4
	" Cash received of Alfred Chandler (Agister) for Licenses to non-commoners for viz:—					C. Newbolt 17.10. 0			
	Licenses 7. 6					C. Evemy 17.10. 0			
	Head Money 7. 6					A. Chandler 17.10. 0			
	Marking Fees <u>3. 6</u>		18	6		J. Moody <u>17.10. 0</u>	70	-	-
Oct 7	" Dividend on £4900 Reduced 3 per cents	71	7	2		Balance	220	9	7
		£ 357	5	5			£ 357	5	5

A complaint was made as to the Bogs round Hinchelsea and certain Marl Pits at Brockenhurst. M^r Lovell kindly undertook to look into these matters and report upon them.

The Agisters being in attendance paid the following amounts for marking commoners cattle:—

(next page)

[p.122]

Charles Newbolt	£11.13. 6
Alfred Chandler	£7. 4. 6
Charles Evely	£13. 5. 0
John Moody	£6. 8. 0

They also paid the following Fees for pannage:—

Charles Newbolt	2. 8
Alfred Chandler	£4. 3. 8
Charles Evely	£3. 8. 8
John Moody	£3. 2. 4

The Agisters reported that the result of the New Forest (Swine Fever Order) of 1887 had been satisfactory and that no outbreak of Swine Fever in the New Forest amongst the Pigs at Pannage has occurred.

This concluded the business of the Court.

[signed] *W Clement D. Esdaile*
Vice Chairman

[p.124]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 23rd day of January 1888.

Present.

Colonel William Clement Drake Esdaile. Deputy Chairman
George Edward Briscoe Eyre Esquire.
Lord Montagu.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus Elliott Tapps Gervis Meyrick Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that Col. Esdaile be chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk produced and read the return of the Sheriff with reference to the recent election of Verderers and the same was ordered to be entered on the minutes.

(copy.)

New Forest Act 1877.

I William Ingham Whittaker Esquire of the County of Southampton and Returning Officer for the Election of Verderers under the above mentioned Act hereby certify that in pursuance of the provisions of the said Act William Gascoigne Roy of Byams Marchwood Eling in the County of Hants Esquire and Francis Frederick Lovell of Hinchelsea Brockenhurst in the said County Esquire were on the sixth day of January 1888 duly elected Verderers of the New [p.125] Forest.

Dated this sixth day of January 1888

Sheriff and Returning Officer

William Ingham Whittaker.

The Clerk stated the Sheriffs account of expenses had not yet been received.

The Court proceeded to hear the cases for trial as follows:—

John Moody	}	The Defendant was charged for that he on the 7 th day of
v	}	July 1887 at Brook in the New Forest being one of the
Philip A. Champion de Crespigny	}	Commoners of the said New Forest unlawfully did
		allow a certain animal to wit a Horse to depasture in the said

New Forest without having caused such Animal prior to the 25th day of March in the Year in which such Animal was so depasturing as aforesaid to be marked by one of the Agisters contrary to the Bye Laws:—

M^r George Coxwell appeared for the Defendant.

As there was a second charge against the Defendant (which is set out below) M^r Coxwell asked that the two summonses might be heard together. To this the Court assented and the Defendant was thereupon charged in the second case viz:—

John Moody	}	That on the 22 nd November 1887 at Brook he did
v	}	unlawfully allow certain Animals to wit Two Cows
Philip A. Champion de Crespigny	}	to depasture in the Forest without having caused such
		Animals or either of them prior to the 24 th June in the same

Year in which such Animals were so depasturing to be marked by one of the Agisters contrary to the Bye Laws.

The Defendant pleaded “not guilty” to both offences.

John Moody sworn. I am an Agister of the New Forest. On the 7th July last I was at Brook and saw a horse belonging to the Defendant unmarked and roaming at large in the Forest. The marking fees had not been paid for it. I knew the horse as the Defendants for I have seen him driving [p.126] it for the last two or three years.

M^r Coxwell reserved his cross examination.

John Moody was then sworn in the second case and stated that on the 22nd November last he saw two cows of the Defendants unmarked and roaming at large in the Forest, the marking fees had not been paid. I had called on the Defendant about a month previously and asked to mark his cattle, it was about 3 o'clock in the afternoon when I called. He told me to call again at 5. I said I could not do so as I had another engagement. He then told me that I must summons him which I said I should be sorry to do. He ordered his man to shut the gate and I went out. I had called there about two months before but did not see the Defendant on that occasion.

Cross examined by M^r Coxwell.

The Defendant did not say I could mark the cattle at seven in the morning or seven in the evening when they came in from the Forest. Shergold was not there at the interview I have described. The Animals were generally within Two hundred yards of the Defendant's residence. I am not aware that any other Commoners Cattle in the neighbourhood have not been marked.

M^r Coxwell tendered the Defendant as a witness and claimed his right to have him sworn. The Verderers held that he was not a competent witness but allowed him to make a statement not on oath.

For the Defence.

Tom Shergold was sworn and stated that he was Cowman in the employ of the Defendant. He had not seen the Agister Moody on the Defendants premises during the last three months. He saw the Agister first about two months ago which was the first time the Agister ever spoke to him about marking the Cattle.

The Court considered that the case was proved and the Defendant was fined Three shillings and Ten shillings costs in the first case and Four shillings and ten shillings costs in the second case. The Fines and costs were paid.

An application was made by the Police for a Warrant of Commitment against Henry Blake for nonpayment of the fines and costs [p.127] imposed upon him at the last Court. The Warrant was granted and signed by three Verderers.

The Clerk read the following communication from the Office of Woods Forests &^c acknowledging the copy of Lord Montagu's motion.

(copy same)

N^o 1684.

Office of Woods &^c
Whitehall Place S.W.
24 November 1887

Sir,

I am directed by M^r Culley to acknowledge the receipt of your letter of the 22nd inst enclosing copy of a memorandum agreed to by the Verderers present at a Court of Swainmote and Attachment held at the Verderers Hall, Queens House, Lyndhurst on the 14th inst having reference to the evidence given and laid before the Select Committee of the House of Commons on Forestry by the Deputy Surveyor of the New Forest.

I am Sir, Your obedient Servant
J. Russell Sowray.

G.F.W. Mortimer Esq^{re}

The Clerk read the following letter from the Deputy Surveyor assenting to the erection of Four Pounds upon the open wastes of the Forest at the places indicated to him in the Clerks letter of the 15th Dec^r 1887 upon the conditions mentioned in the said letter.

The Clerk was directed to acknowledge the letter and accept the terms thereof. He was further directed to obtain estimates for the erection of the Pounds from M^r Lunn of Brockenhurst for the South and West Districts, M^r Young of Brook for the North District and M^r Hull of Lyndhurst for the East District and communicate with the Deputy Chairman as to their erection.

(Copy M^r Lascelles' letter on next page)

[p.128]

Queens House, Lyndhurst
January 2nd 1888.

Sir,

With reference to your letter of the 15th ulto asking permission on behalf of the Verderers to erect four pounds on the waste of the New Forest, I am directed by M^r Culley to acquaint you for the information of the Verderers that he sanctions the construction of the four pounds in the positions described in the letter above referred to and their maintenance during the pleasure of this Department on the understanding that the fences are to be removed within one month of notice to that effect being given to the Verderers.

I am, Yours faithfully
Gerald Lascelles

To the Clerk to the Verderers
New Forest.

The Clerk read two letters that he had received from the Rev^d J.W. Gunning of East Boldre Vicarage complaining of the number of entire Donkeys in his neighbourhood. The letters were ordered to be entered on the Minutes.

(Copy same.)

East Boldre Vicarage,
Beaulieu
D. 21 /87.

Dear Sir,

I see your name attached to some handbills respecting the licensing of cattle allowed in the Forest. I have always understood that entire animals are not permitted to go at large on the Forest (except in certain special cases). I fear this prohibition is not much attended to for I often see many at large on the Forest. I wish some stop could be put to the turning out of Male Donkeys. They are a perfect [p.129] nuisance during Spring, Summer and late into the Autumn. They are exceedingly dangerous. I have known three cases where children have been knocked down and would probably have been killed unless assistance had been at hand for there is no escape on the open Forest. Ladies riding or driving sometimes call at my House or take excursions on the Forest and it is not pleasant to have such animals following them for miles beside the danger. I have two daughters growing up and the only place where they can walk is on the Forest where these Animals abound for they generally keep round the houses, besides the evil effect which the presence of these Animals has on the School children whom we are endeavouring to train up in moral habits, great numbers of these creatures are kept for Stock not for work and of course it is the object of their owners to keep as many as possible. On Sundays especially they are let loose, as I presume it is thought they will be less noticed on that day. It is almost impossible for decent people to live here if such Animals are allowed to be at large.

I have the honor to be,
Yours truly
J.W. Gunning

G.F.W. Mortimer Esq^{re}

E. Boldre Vicarage
Beaulieu
D. 27. /87.

Dear Sir,

Thank you for your letter. I did not like to say all that I have heard about the danger and disagreeables with regard to the turning out of entire Animals on the Forest. I might have added some very disgusting scenes which I have heard and even witnessed. However I hope an effectual stop may be put to these in future. I fear the keepers like an easy life and do not like [p.130] to offend People here.

Yours very truly,
J.W. Gunning

G.F.W. Mortimer Esq^{re}

The Agister Chandler stated that he had received several letters of complaint from M^r Gunning, the Donkeys were mostly turned out on Sundays after having been worked during the previous week, to a great extent it appeared it was done to annoy M^r Gunning. He had about 80 Donkeys in his District and he had received no complaints from any one else.

The Agister Moody had no Donkey in his District.

The Agister Newbolt had about 100 but had received no complaints.

The Agister Evemy had about 100 in his District and had one complaint last year.

It was resolved that no licenses be issued to non-commoners for entire Donkeys to roam at large in the Forest, that no entire Donkey belonging to a Commoner should be marked in any case in which the number of <entire> Donkeys appears to be already sufficient for breeding purposes in any part of the Forest and that no Male Donkey should be marked without the sanction of a Verderer first obtained.

The Agisters were directed to report to the Clerk when they considered there were sufficient male Donkeys in the Forest for breeding purposes.

M^r Lovell brought up a report on behalf of himself and Col. Esdaile as to the number of Bridges made with the Dorchester Railway fund namely Brockenhurst Weirs, Three bridges, Fulliford Two Bridges, Withycombe One bridge, Butts Lawn Three bridges, Warwickslade Four bridges, Fletcher's Water one bridge, Allum Green two bridges. Total Sixteen.

He reported that two bridges at Warwick Slade wanted [p.131] repairing and he estimated the cost thereof at £6. 5. 0 and £3 respectively. A new Bridge was required between Allum Green & Gretnam but it could be temporarily repaired for £1.

He further stated that there were two dangerous Marl pits at Balmers Lawn, one near the Victoria Tilery, which should at once be drained by an open cutting being made to run the water off. He estimated the cost, one man five days work. The other was at Spurlake Lawn near New Park Lodge, which would take about 4 to 500 yards of fencing to enclose it. This would be a great expense but he thought a quantity of faggots and lopwood might be buried in it, and so it might be filled easily. He desired to employ one man to probe it and see the depth of it &^c.

He further reported that a number of Commoners at Brockenhurst had requested that an existing drain at the Weirs Brockenhurst might be cleaned out.

He further reported that several ponies had been lost in a Bog near the Lower Lodge at Hinchelsea. This bog might be drained by a cutting of 4 to 500 yards, 3 feet by 2 which would cost about £6.

M^r Eyre suggested that there was a bog to be drained at Fritham and M^r Roy mentioned one near Marchwood and the Deputy Chairman one near Bisterne Close Farm Burley all of which required draining. The Agister Evemy stated that four ponies had been lost during the last Season in Barons Moor Bog near Mark Ash.

It was resolved to leave Col. Esdaile and M^r Lovell to carry out such of the above repairs to Bridges and Drainage works as they thought necessary.

The Clerk was directed to write to M^r Drummond again as to the repairs of the Bridges to which his attention had been called at previous Courts.

[p.132]

M^r Eyre addressed the Court at length and moved:—

“That this Court records its protest against the planting of trees in the open and unenclosed lands of the New Forest (with or without the enclosure of the Trees by cages of Thorns, Furze and the like) within the last few years by the local representatives of Her Majesty’s Commissioners of Woods and Forests, as being an unlawful encroachment on and abridgement of the Rights of Common which the Commoners of the New Forest have upon the Commonable lands of the said Forest and that a copy of the above protest, of the Memorial of the Commoners presented to the Court of Verderers on the 9th of March 1885 and of any correspondence upon the subject, be sent by the Clerk to the Verderers to Her Majesty’s Commissioners in charge of the New Forest.”

This motion however was not seconded.

M^r Eyre gave notice to bring the matter up again at the next Court.

Each of the Agisters reported that there had been no tree planting in their Districts during the last Season.

It was resolved that the Agisters report to the next Court as to Tree planting in their Districts during the last two seasons and that the Clerk bring with him the Commoners memorials and all correspondence on the matter.

The Court then proceeded to consider the question of hiring or purchasing Stallions for the coming season.

It was resolved not to purchase, but to hire Stallions for the Season.

M^r Eyre stated that he was ready to treat as to the hire of Fitz George.

The Chairman stated tha M^r Mills was ready to treat for the hire of Welsh Star.

The matter was ultimately left in the hands of a Committee consisting of Col. Esdaile. M^r Eyre, M^r Lovell and M^r Meyrick [p.133] with full power to hire four Stallions at a cost not exceeding the cost of the hire of those hired last year.

The Clerk produced the usual years accounts and Summary thereof which were ordered to be submitted to the Auditor as usual.

[p.135]

The Clerk produced his Report as to Licenses granted by him to non-Commoners at Lyndhurst Beaulieu and Fordingbridge on the 9th 11th and 13th days of January which was ordered to be entered on the minutes.

(Copy same.)

I attended at Lyndhurst on the 9th January last as ordered and Granted 58 Licenses there taking £36.9.6 fees.

I also attended at Beaulieu on the 11th January last as ordered and granted 51 Licenses there, taking fees for same amounting to £25.1.0.

And I also attended at Fordingbridge on the 13th January and granted 52 Licenses there, and took £25.16.6 fees.

The Clerk produced his Firms account for the Year which was ordered to be circulated among the Verderers as usual.

The Clerk produced and read an extract from the Local Newspaper of 14th January as follows:—

Lyndhurst Petty Sessions

Wednesday at the Queens House, Lyndhurst before M^r John Everett (chair) Lieut. Col. Bruce, Col. Macleay & M^r Hargreaves.

The Magistrates and the Verderers.

The Clerk (M^r William Coxwell) said that the Verderers of the New Forest had taken upon themselves duties which properly belonged to that Court by committing a man for trial for stealing a pony from a Pound at Dibden. Colonel Bruce said the Verderers had better come themselves and sit as Magistrates and save the Bench the trouble. The Clerk was instructed to communicate with the Home Secretary to ascertain whether the Verderers had any right to take the course they had taken.

The Verderers directed their Clerk to write to the Home Secretary and refer him to the Statute under which the Verderers acted.

[p.136]

The Agisters attended but had no reports to make, except Chandler, who had found a Heifer in his District; it was unowned, and he was ordered to impound same and advertise it for sale in due course.

This concluded the business of the Court.

X^d. indexed

[signed] *W Clement D Esdaile*

[p.137]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House, Lyndhurst on Monday the 5th day of March 1888.

Present.

Colonel William Clement Drake Esdaile. Deputy Chairman
George Edward Briscoe Eyre Esquire.
Lord Montagu.
William Gascoigne Roy Esq^{re}.
Francis Frederick Lovell Esq^{re}.
George Augustus E.T.G. Meyrick Esq^{re}.

The Court was opened with the usual proclamation by the Crier.

It was resolved that Col. Esdaile be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk produced and read a letter from the Official Verderer regretting his inability to attend.

The Clerk reported that there were no cases for trial or presentments to be made at this Court.

The Deputy Chairman gave the Committee's Report with reference to the hiring of Stallions for the ensuing season and stated that M^r Eyre was willing to let "Fitz George" on similar terms to those upon which the Horse was hired last year and that the Committee had also arranged that "Katafelto" should be [p.138] again hired for this Season at a reduction of £5 viz^t:- at £20. They further reported that M^r Mills was willing to let his pony "Welsh Star" on the same terms as the other ponies viz^t:- £20 for the season. The Deputy Chairman further mentioned that as the Committee had not been able to hear of a suitable fourth Stallion an advertisemant had been inserted in "The Field" and in answer thereto several communications had been received from owners of Ponies willing to agree to the hire of them for the Season and no doubt they would obtain a suitable horse from amongst the correspondents. The subject was left for arrangement in the hands of the Committee.

It was ~~however~~ agreed that the middle of April would be quite soon enough for the Ponies to arrive at their different quarters and that they should stand at nearly the same places as last Year.

The Chairman produced and read a letter dated 27th January last that M^r Lovell and he had written to the Deputy Surveyor and his reply thereto dated 30th January last also M^r Lovell's and his Report as to the repairs to bridges and drains in the Forest all of which were considered and ordered to be entered on the Minutes.

Copy.

27th January 1888

Dear Lascelles,

We have been accredited by our colleagues of the Court of Verderers, to repair, or

renew if need be those bridges in the Forest which were made by the Southampton and Dorchester Railway purchase money so far as the funds in our names may from time to time permit and we are prepared to commence to carry out this work.

We shall be very glad to receive from you any suggestions as to these repairs which you may think it desirable to make and we hope that the Office of Woods will authorise you to let us have the necessary timber for the purpose.

[p.139]

We are similarly authorised to clean out certain drains which are made by the same money when necessary and we shall be glad to know that this will be with the assent of the Office of Woods.

Perhaps it would be well if we were permitted to carry out these arrangements until further notice is given.

The number of these bridges is 16 according to the list you have given us.

There are a few places of much danger to Commoners Cattle which are in no way connected to the Railway Fund and the Verderers have been petitioned to do something to cure this but in such cases we think that a special application had better be made to the Crown by us.

Yours faithfully

F.F. Lovell

W. Clement D. Esdaile

The Hon. Gerald Lascelles.

Queens House, Lyndhurst

Jan. 30 /88.

Gentlemen,

In reply to your letter of the 27th I beg to say that as this question of the repair of certain bridges by the Verderers has already formed the subject of an official correspondence between the Verderers and the Commissioner of Woods, which is still unconcluded, I do not think I can take it upon myself to enter into any arrangement with you, but I shall be very glad to ask the Comm^{rs} to do so if any definite agreement can be arrived at.

What is wanted is that the present vague and unbusinesslike state of things should be put an end to. That this is the present condition of affairs is I think shewn by the fact that I am still without a reply to my letter of March 8th 1887 in which I asked whether the Verderers would or would not undertake the repair of two bridges I named as [p.140] being ruinous. My letter was not answered and the bridges are still impassable.

Will the Verderers undertake to repair and maintain to the satisfaction of this Dep^t the 16 bridges named in your letter or any section of them, either for a definite period or until notice to terminate the arrangement is given on either side? If so, I believe that the Comm^{rs} will both agree to give them permission to do so, and will also provide material in the rough for the purpose, free of charge.

I think that any arrangement which left it uncertain whether the Verderers would or would not repair this or that bridge when repairs might be needed, would only perpetuate the present unsatisfactory state of affairs.

I have no doubt that some of the other matters referred to in your letter can easily be arranged but perhaps it would be better to get the main question settled before we touch upon others.

If you like to include the clearing out of the cuttings with the repairs to the bridges I do not see any objection to your doing so.

I am, Yours very truly,
Gerald Lascelles.

F. Lovell Esq^{re} & }
W.C. Esdaile Esq^{re} }

(Copy Report.)

March 2nd 1888

Bridges and open Drains.

We beg to report that our negotiations with the Deputy Surveyor as to the repair of bridges are still unsettled as the enclosed correspondence will show.

Drainage.

It is very advisable that two marlpits near Balmer Lawn should be drained during the current month the expense [p.141] would probably be about £3. In the month of July or August the open cutting near Brockenhurst Weirs should be cleaned out, the cost would probably be about 1^s/3^d per rod and the distance about 1000 yards.

Many Commoners have requested that an open cutting should be made near Hinchelsea the distance would be 400 to 500 yards the cost about 1^s/6^d per rod and the work should be effected in July or August next. The Highway Surveyor also asks for this.

No Railway funds have been used hitherto.

Francis Lovell
W. Clement D. Esdaile

The Deputy Surveyor (the Hon. G. Lascelles) addressed the Court and stated that he had received no answer to his letter of 8th March 1887 which was read as follows:—

Copy.

Queens House, Lyndhurst
March 8th 1887.

Dear Sir,

Will you kindly inform me if the Verderers propose to take any steps for the repair of the two bridges undermentioned, which are both over cuttings made out of the late Tillery and Drainage Fund and which have for many weeks been in a ruinous condition. N^o 1 between Alum Green and Gritnam N^o 2 close to Ober Thorns between Fletchers Thorns and New Park.

I am Sir
Yours faithfully
Gerald Lascelles.

The Clerk to the Verderers

He explained fully his views on the subject and his object in writing as he had done.

The matter having been fully discussed by the Verderers the Deputy Surveyor was informed that the Court was willing to undertake the repairs of the open cuttings and 16 bridges as set out in the list [p.142] presented to the last Court and referred to in the letter above referred to as long as the Court had funds applicable to that purpose and that when the Court had no such funds notice would be given to the Office of Woods Forests &^c to that effect:– the Crown to furnish rough timber for repairing the Bridges but the Court could not undertake any permanent liability upon itself for the repair thereof. This arrangement to be embodied in a letter and forwarded to the Deputy Surveyor who stated that it would no doubt be a satisfactory conclusion and meet with the approval of his department.

It was further decided that any works the Court desired to carry out as to the Drainage of dangerous places in the Forest which had not heretofore been dealt with by the Dorchester Railway Fund should form the subject of separate communications to the Office of Woods Forests &^c as the Court from time to time desired to undertake such works for the benefit of the Commoners.

The Clerk produced and read a copy of a letter addressed to the Official Verderer by the Deputy Surveyor of the New Forest as to the use of the Verderers' Stallions by Crown Tenants and servants which was ordered to be entered on the Minutes.

Copy

Queens House, Lyndhurst.

Jan^y 30th 1888.

My Lord,

Having been informed through the courtesy of the Clerk to the Verderers of the New Forest that they contemplate providing this Spring some Stallions of better quality than are now to be found in this District for the purpose of improving the Forest ponies I would venture to ask you to give your attention to the rules which governed the services of those stallions which were provided last year and to ask on behalf of the occupiers of Crown lands that such a revision of those rules may be made for the future as will prevent their being rigidly excluded from [p.143] making use of the Stallions provided.

By the rules in force last Spring no Mare was received that had not been previously marked by one of the Verderers marksmen and a fee paid for the operation.

The occupiers of Crown lands are by law entitled to turn out Cattle without submitting to these restrictions although for the convenience of the Verderers the greater number of them have consented to allow a mark to be placed on their cattle by the marksmen.

A large number of Mares many of them of good class are from time to time turned out by these Crown Tenants or Crown Servants and I would respectfully submit to you that it is unwise if the improvement of the breed be the object aimed at to exclude all these Mares from the chance of being put to better horses than those now at large. Furthermore if this be done it makes it almost necessary for those who are thus excluded to provide Stallions for themselves. Over the turning out of these in the right of the Crown the Verderers can exercise no control and thus of the two main objects (1) to exclude bad stallions (2) to provide good ones the first may very probably be defeated and as much harm done as good.

I am not for a moment asking that Crown Tenants and Servants are to be admitted on the same terms as Commoners, who have paid fees. A fair and reasonable but not a prohibitive fee might certainly be paid for the use of the stallion and would I am sure be willingly paid but I submit that it is a bad policy to exclude from all chance of improving the breed of ponies a large number of Mares which are quite legitimately turned out to roam in the Forest because they are exempt from certain fees. In conclusion I beg to remind you that for many years both stallions and bulls were maintained by the Crown for the purpose of improving the breed of commoners cattle and were located at New Park being the only effort which has been made in this direction up to the present time.

I have the honor to be, My Lord, Yours faithfully, Gerald Lascelles.

The Lord Basing.

[p.144]

The Deputy Surveyor (the Hon. G. Lascelles) explained to the Court his views as expressed in the above mentioned communication and supported them with various arguments.

The Verderers having considered the same informed the Deputy Surveyor that the subject should have their careful attention.

On M^r Eyre proceeding to address the Court on his motion as to Tree planting by the Crown in the open Forest. The Deputy Surveyor interposed and asked permission to call the attention of the Court to a letter that had appeared in the local paper signed by M^r Eyre on this subject. Assent being given he said that he wished to take that opportunity of saying that many of the statements contained in such letter had no foundation. The letter alleged that there had been a serious encroachment on the wastes of the Forest by the planting of trees by the Crown. The Crown had always the right to plant upon their own land provided nothing was done which would diminish the rights of others and he submitted that in planting the Trees in question no damage had been done to the pasturage of the Commoners. As to the Statement he had made before the Committee of the House of Commons last year. The letter went on to say "that from this statement and correspondence which had lately appeared in the local papers it was evident that a movement was afoot to make experimental plantation on the open wastes of the Forest under direction of Professors of Science of Forestry". He knew nothing of such a scheme nor did the Commissioners of Woods Forests &° in charge of the Forest.

In answer to the Chairman the Deputy Surveyor stated that the Committee of the House of Commons had finished their labors and had suggested the establishment of a School of Forestry but no steps of any kind had yet been taken to carry out this suggestion and the whole matter was at present in embryo.

In lieu of any encroachment having been made on the rights of the Commoners, the fact was that 1200 acres of plantations had been thrown open to the Commoners and the Crown had at present only about half the acreage it was entitled to under enclosure [p.145] for tree cultivation. He wished therefore to call the attention of the Court to these facts and to seriously protest against such statements being made by a Verderer in the public press without any notice to his Department.

The Chairman stated that the observations of the Deputy Surveyor should have the fullest consideration but as Chairman he deemed it his duty to place on record his protest against the

course M^r Eyre had adopted. M^r Eyre had placed the Court in a false position by publishing in the local papers the terms of a motion which he had placed on the Agenda paper for discussion that day by the Court and thus making public what had hitherto been discussed in private by the Court, and that, too, by M^r Eyre's request. Such a proceeding was not only unfair to his colleagues but full of danger as a precedent. It had the effect of forcing the hands of the Court in their decision whether the consideration of any question should be in private or in public. He trusted the Court would come to an understanding to prevent such a thing being done in future. He now thought the whole matter should be discussed in public.

Lord Montagu also raised his protest against M^r Eyre's action in this matter.

It was agreed to discuss the matter in public.

M^r Eyre addressed the Court and moved:—

“That this Court records under its common Seal its protest against the planting of Trees (in some cases inclosed by cages of thorns furze and the like) in the open and unenclosed parts of the Forest by the Crown officials during the last few years, as being an unlawful encroachment upon and abridgement of the Rights of Common of the Commoners of the New Forest and that a copy of the above protest and of the memorial of the Commoners presented to the Court of Verderers on the 9th of March 1885 be sent by the Clerk to the Verderers to the Commissioners in charge of the New Forest.”

M^r Roy addressed the Court and in seconding the motion read the following Report which he had prepared at the request of the Court made to him at the Swainmote Court held on the 8th day of Sept^r 1885.

[p.146]

Copy Report.

[newspaper cutting]

To the Court of Verderers of the New Forest

Byams, Marchwood, Hants.
25th February, 1888.

My Lords and Gentlemen,

Tree planting by the Crown on the open Forest.

Compliance with your request that I should report to you on this subject has been frequently considered by the Court and allowed to be postponed in the hope that tree planting by the Crown in the open Forest would be discontinued.

From the Reports, however, of the Agisters, dated 22nd February, 1888, although it appears that in two out of the four districts into which the Forest is divided no planting has taken place in the present planting season, yet in the other two districts there have been several hundred trees planted, including horse-chestnut, sycamore, lime, maple, oak and beech.

From these and previous reports of the Agisters, made during the last four years, in obedience to orders from the Court, it appears that the trees planted by the Crown in the open Forest during that period now reach in number several thousands.

The time appears, therefore, to have arrived when the Court will have to consider whether it is justified in delaying any longer to take decided action, with a view to preventing any further encroachment in this direction on the rights of the Commoners.

The Court is aware that a considerable number of the Commoners strongly object to this encroachment on their rights, and presented petitions to the Court as long ago as the month of January, 1885 (when comparatively few trees had been planted), praying the Court to take steps to prevent the continuance of the encroachments.

The Court does not need to be reminded that it took prompt action on these petitions by at once seeking the opinion of one of the most experienced counsel in Forest law (Mr. W.R. Fisher) as to the powers which the Court possessed to stop the Crown's tree planting on the open commonable lands of the Forest.

Mr. Fisher's opinion, dated 5th June, 1885, being decidedly in the Commoners' favour, pointed out the steps which the Court should take to stop the encroachments in case legal proceedings became necessary.

Thereupon the Court determined in the first instance to endeavour to induce the representatives of the Crown to discontinue the encroachments, and with that view communicated to them the purport of Mr Fisher's opinion, and a correspondence ensued with the Office of Woods, which, unfortunately, terminated in the refusal of the Commissioner of Woods to discontinue the planting and declining to admit that the Commoners' rights were prejudiced thereby.

This determination was, the Court is aware, directly opposed to the course taken by a former Commissioner of Woods (the Hon. J.K. Howard) who, in the years 1858-9, stopped the late Mr. Cumberbatch from planting in the open Forest, on the complaint of one of the then Verderers, Mr. H.C. Compton, M.P.

The accuracy of this statement is vouched for in a letter from Mr. Cumberbatch to myself, dated 5th March, 1885, which I have handed in to the Court, and a copy of which is entered on its minutes.

The Commissioner of Woods, on recognising on that occasion the right of the Commoners to resist encroachment by tree planting on their commonable lands, appears to have acted on the view of the law since laid down by Mr. Fisher in his opinion.

The Lord of a Manor is dependent for the renewal of his timber on commonable lands upon those seedlings which escape the browsing of the Commoners' cattle and other accidents, unless it can be shewn that there is more than enough commonable land to satisfy the Commoners' rights of pasture.

And Mr. Fisher, after remarking, in his opinion, on the insufficiency of the open Forest to satisfy the Commoners' rights, states that "the rights of the Commoners upon the wastes of a Royal Forest are precisely like those of the Commoners on the rights of a private Manor," except winter heyning time and fence month, which, in the New Forest, are, by the Act of 1877, commuted into an annual payment of twenty shillings to the Crown.

And the Crown has for centuries acted upon this law, for whenever it desired to plant on Commonable lands of the Forest, it asked the sanction of Parliament to its doing so, and obtained it in Acts of Parliament passed in 1698, in 1808, and again in 1851.

The Court is aware that by the Act of 1877 the right of the Crown to plant conferred by the above Acts of Parliament is limited to those lands which had already been enclosed under those Acts.

A large number of trees recently planted in the open Forest are planted where no enclosure has ever existed.

In this connexion it is right that I should refer the Court to the evidence given last Session by the Deputy Surveyor of the Forest before the Committee of the House of Commons on Forestry, and to the Memorandum which he handed in to the Committee.

He says, of the New Forest, "there are to be seen by the student of Forestry 40,000 acres of waste land lying idle and worthless which he (the student of Forestry) will, no doubt, consider might well be brought under cultivation by planting, but by clause 5 of the Act of 1877 no planting may be done there."

And yet these are the very lands on which he is planting hundreds of trees every planting season.

Speaking for myself, it seems to me very much to be deplored that the Crown should be placed in this matter in a position of antagonism to the just, and manifest, and acknowledged rights of a considerable body of its subjects, namely, the Commoners of the New Forest.

No doubt the anxiety of the Court to avoid embarking in litigation with the Crown in this matter is based upon much higher grounds than pecuniary ones, for it has sufficient funds at its disposal to meet any probable expense which it might incur.

The Court will, probably, think it right, after exhausting all other means of stopping the Crown's encroachments, to take the Commoners into its counsels, by calling a meeting of them before taking any actual legal proceedings.

In the meantime it will be open to the Court to protest in writing against the encroachments, and, in my opinion, the protest should be under the Verderers' Common Seal.

I may be allowed to add that I trust the Court will, without delay, make this protest.

I am, my Lords and Gentlemen,
Your faithful colleague,
W. GASCOIGNE ROY.

[end of newspaper cutting]

The Chairman stated that strictly speaking the Report should not have been read as a Report, no notice of it being given in the Agenda but as it had been read as part of M^r Roy's speech, he thought the Report might be laid on the Table for discussion at a future Court.

Lord Montagu, M^r Lovell and the Chairman having spoken on the motion and M^r Eyre replied.

~~Upon a division the motion was lost.~~ <On the motion being put Mess^{rs} Eyre and Roy voted for it, and Lord Montagu and Mess^{rs} Lovell and Meyrick against; & the Chairman said he would not vote.>

Lord Montagu then urged as the matter had been discussed in public M^r Eyre should publicly state his reasons for sending his letter to the papers.

M^r Eyre stated his willingness to do so if the Court unanimously asked him.

The Court not being unanimous, the reasons were not made public, but subsequently M^r Eyre stated as his reason that inasmuch as at last Court Lord Montagu had given notice of his intention to move the previous question when his motion came on for discussion he M^r Eyre feared that he

might be lost <not have an opportunity to discuss the subject> and so thought it advisable to make it public before it was discussed that the Commoners might know what was taking place on the subject which if the motion was lost they would not learn.

M^r Eyre's letter above referred to is as follows:—

(next page)

[p.147]

[newspaper cutting]

TREE PLANTING IN THE OPEN FOREST.

To the Editor of the Hampshire Advertiser.

Sir,—The new practice of planting trees in the open commons of the Forest—commons which Parliament under the settlement of 1877, devoted to the exercise of the commoner's [*sic*] rights, handing over the planted enclosures to the Office of Woods—has, during the last few years, assumed serious dimensions. Thousands of young trees have been planted, some in the furze brakes, and others in more exposed localities, protected by cages of thorns and furze.

Three years ago, a memorial, numerously signed by commoners in all parts of the Forest, was presented to the Court of Verderers complaining of this novel encroachment upon the commoners' rights; and at the recent election of verderers, questions were asked as to the silence and inaction of the Court in respect of this memorial. In reply it was stated in effect that the court had taken the opinion of an eminent counsel of exceptional experience in such questions, and that his opinion entirely supported the position of the memorialists.

The fact is that counsel, in an exhaustive opinion, advised that the open Forest being of considerably smaller extent than the lands to which registered rights of common attach, all planting or any other act tending to diminish the pasturage is an encroachment on the commoners' rights, and therefore illegal.

Whatever considerations, personal or other, may hitherto have led the Court to defer acting upon this opinion, the statement of the Deputy-Surveyor to the Committee of the House of Commons on Forestry last year has brought the matter to a crisis.

From this statement, and from correspondence which has lately appeared in the local papers, it is evident that a movement is a-foot to make experimental plantation on the open commons of the New Forest under the direction of professors of the science of forestry. Observers of the recent and rapidly increasing over-growth of the commons by self-sown fir trees will foresee that such scientific experiments will promote the change of open land into woodland, while the extent and value of the pasturage will proportionately diminish. The land will gradually feed more trees and rear fewer men, and the comparative prosperity of the cottagers and small occupiers in the New Forest—a prosperity which is due ultimately to the exercise of common rights—will slowly disappear.

Moreover, all lovers of the Forest will regret to see such a radical change in its character as will be involved in the filling up of the glades with which the woodlands are now interspersed, and the conversion of the grand open heaths into continuous woodland. And they will lament the decay of

those common rights to the extent of which the survival of the Forest itself is due, and upon the exercise of which the peculiar open and enjoyable character of the woodlands depends.

The Crown, having 20,000 acres (including nearly all the best land in the Forest) on which to employ such forestal skill and science as may be available, might fairly be expected to leave the commons alone. But if it is anxious to upset the Settlement of 1877 and to encroach upon the commoners' part of the Forest the commoners have no alternative but to resist such attempts, in order that hereafter the Crown may not claim as its right what is now an undoubted encroachment, or the commoners be held to have acquiesced in a gradual destruction of a valuable possession which they have hitherto stoutly defended.

Feeling that a formal protest entered upon the records of the Verderers' Court and duly notified to the Crown authorities is under these circumstances, absolutely unavoidable if the interests of the commoners are to be protected by their elected representatives, I have given notice that I shall, at the ensuing Verderers' Court, move the following resolution:—

“That this Court records its protest against the planting of trees (in some cases inclosed by cages of thorns, furze, and the like), in the open and unenclosed parts of the Forest by the Crown officials during the last few years, as being an unlawful encroachment upon and abridgment of the Rights of Common of the commoners of the New Forest; and that a copy of the above protest and of the memorial of the commoners presented to the Court of Verderers on the 9th of March 1885, be sent by the Clerk to the Verderers to the Commissioner in charge of the New Forest.”

I am, sir, yours faithfully,
G.E. BRISCOE EYRE.

Warens, Bramshaw, Wilts, March 2, 1888.

The Chairman reported that the Pounds recommended at the last Court to be erected had been tendered for, the Tenders had been accepted and the Pounds were now in course of erection.

The Specification and Tenders were ordered to be entered on the Minutes.

Copy same.

Steam Sawmills Lyndhurst
Feb'y 21st /88.

An estimate to provide and fix a Pound at Woodfidley Bridge 12 yards square with a gate 10 feet long, hung with strong wrought iron hinges and also provide and fix a small pound eight feet square with gate to same and hung with strong wrought iron hinges and put a Padlock to each gate. The fence to be six feet high with five bars one Bar 5x2 on the Top and 9 feet long, 4 Bars 5x1½ & 9 feet long underneath to each, pannell posts to be 6 feet out of ground & 3 feet in ground & 6x6. Gates to correspond with fence & braced all Timber to be of good Spine oak.

I do agree to do the above stated for the sum of Twenty four Pounds three shillings and fourpence.
£24.3.4

W.G. Hull

Pounds in Forest to be 11 yards long 5 yards wide, small pound on the outside 8 feet square.

[p.149]

Copy Reports

The Weirs Brockenhurst
March 2nd 1888.

Dear Sir,

I do not know that any part of my District (the South District) requires burning this Season.

I remain, Yours obediently,
A. Chandler

G.F.W. Mortimer Esq^{re}

Agister.

North District
March 5th 1888.

Gentlemen,

I beg to report that some Heath requires burning for the purposes of feed in Amberslade Bottom in Broomy Walk,

I remain Gentlemen, Your obedient Servant
John Moody.

Bank, Lyndhurst
March 5th 1888.

Gentlemen,

I beg to report that a piece of Heath Ground at Longwater in Ashurst Walk wants burning,

Your obedient Servant
Cha^s Newbolt
Agister.

The Deputy Surveyor enquired whether the burning had been of any practical use or benefit to the Commoners as it seemed to him that not the slightest good was done by these annual burning of the Forest.

The Chairman stated that an amount of good had been done by burning the furze and that he had seen many instances [p.150] where the feed had been improved by these annual burnings. The Deputy Surveyor stated that if the Agisters would get the Commoners to come in force in order to prevent the Fires from spreading, then there would be no objection to burning the places mentioned, but if the Commoners did not attend it would not be done at all and he further promised that the Forest Keeper should be in attendance at the burning.

A letter addressed by M^r P. Champion deCrespigny to M^r G.E.B. Eyre was next read containing a complaint against Agister Moody.

(Copy same)

Round Hill, Lyndhurst

Jan^y 28th

Dear M^r Eyre,

Are you likely to be down before the next meeting of the Verderers? as I wish to let you know about Moody the Agister. There are three people in Brook alone who have volunteered information to me that they had animals in the Forest not marked or paid for last summer, and I am told this morning that there is a fourth. I have not enquired of any but my own man but if in a small place like Brook there are four people, I have no doubt there are hundreds in the district, in which case the Agister is not doing his duty. I am not by this objecting to the fine imposed on me the [p.152] other day, and which under the circumstances the Verderers were quite right in inflicting, but I do object that a man like Moody should, through purely personal feeling on his part have power to summons me, or any other person in a similar way. In my opinion the real reason is, that the fact of his living out of the district, looking after a Public house, & attending sales (which is a great part of his occupation) prevents him from carrying out Rule 15. I should be glad to hear from you on the subject, or if you will be unable to attend to it yourself, shall I inform the Clerk to the Verderers.

Yours very truly

P.A.C. de Crespigny.

Moody was called and he denied the charges contained in the letter in toto.

M^r Eyre was requested by the Court to write to M^r De Crespigny informing him that if he wished to substantiate the charges in proper form before the Court he should give the names of the Commoners referred to in his letter as well as any other necessary details and that then the Verderers would enquire fully into the matter, but that they were unable to deal with the complaint as it now stood.

M^r Eyre undertook to do this.

The Clerk produced the following Bills and cheques for same were ordered to be drawn.

High Sheriff (Expenses of Election of Verderers 1888)	£15. 1. 6
Mess ^{rs} Bennett Bros	£2.17. 3
M ^r G.A. Webb	£3. 8. 0

The Clerk's firms account for the last year amounting to £71.10.11 was produced and ordered to be paid.

It was suggested that the Clerk should apply to the Court for a review of his salary to cover all incidental expenses.

The Clerk read the following correspondence with the Home Secretary [p.153] as to the communication directed to be sent by the Lyndhurst Bench of Magistrates to the Home Secretary complaining of exercise by the Verderers of Magisterial jurisdiction in the Forest.

(Copy Correspondence)

Clerks Office,
Romsey, Hampshire
January 24th 1888.

Sir,

At a Court of Swainmote and Attachment held at the Verderers Hall Queens House Lyndhurst on Monday the 23rd inst the attention of the Verderers of the New Forest was called to a statement made by the Clerk to the Justices of the Petty Sessions Division of the New Forest that the Verderers had improperly committed a man for trial for stealing a pony and that the Justices then instructed their Clerk to communicate with the Home Office upon the subject.

I have been directed by the Verderers to enquire whether any such communication in regard to such committal for trial has been made to the Home Office and to point out to the Secretary of state that the jurisdiction of the Verderers in such cases is based upon 40 & 41 Vict Ch. CXXI (the New Forest Act 1877) S.33.

I have the honor to remain, Sir, Your obedient Servant
G.F.W. Mortimer.

To The Secretary of State
Home Department.

x. 17946

Whitehall. 26th Jan^y 1888.

Sir,

I am directed by the Secretary of State for the Home Department to acknowledge the receipt of your letter of the 24th inst & to say that it shall receive due attention. No communication has been received from the New Forest Justices on the subject referred to by you.

I am Sir, Your obedient Servant,
Godfrey Lushington

G.F.W. Mortimer Esq.

[p.154]

Clerks Office, Romsey, Hampshire
28th January 1888.

a.X17946.

Sir,

I have the honor to acknowledge the receipt of your communication of the 26th inst informing me that no communication has been received from the New Forest Justices on the subject of my letter addressed to you by order of the Verderers of the New Forest and dated 24th inst.

I have to request that should any such communication be received I may be at once informed thereof on behalf of the Verderers,

I have the honor to be Sir,
Your obedient Servant

G.F.W. Mortimer

Godfrey Lushington Esq^{re}

X17946/2

Home Office, Whitehall

2nd February 1888.

Sir,

I am directed by the Secretary of State for the Home Department to acknowledge the receipt of your letter of the 28th ultimo, and to say that the request therein contained will receive attention,

I am Sir, Your obedient Servant,
Godfrey Lushington.

G.F.W. Mortimer Esq^{re}

The Agisters being in attendance paid over the following sums for marking Commoners Cattle

viz ^t :-	Newbolt	£5.15. 0
	Chandler	£3. 8. 6
	Every	£2.10. 6

[p.155]

and for pannage money:-

	Newbolt	9. 8
	Chandler	17. 0
	Every	£1. 9. 4

One License to a Non Commoner was granted

This concluded the business of the Court.

x^d

[signed] *W Clement D Esdaile*
Chairman

[p.156]

At a Court of Swainmote and Attachment held in the "Verderers Hall" at the Queens House Lyndhurst on Monday the 14th day of May 1888.

Present.

Col. William Clement Drake Esdaile. (Deputy Chairman) in the Chair.
George Edward Briscoe Eyre Esquire.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual Proclamation by the Crier.

It was resolved that Col. Esdaile be chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk produced and read a letter from the Official Verderer regretting his inability to attend.

The Hon. G. Lascelles Deputy Surveyor of the New Forest attended the Court and reported that numerous felonious fires of Gorse, Heath and Furze had occurred of late and were constantly occurring and that very serious damage was caused thereby.

He made application to the Court for the appointment of Seventeen Forest Keepers and Underkeepers as Special Constables in pursuance of 1 and 2 William IV C.41 for the purpose of these Acts of Felony and the detection and apprehension if possible of the offenders and made deposition in the necessary form of affidavit according to the said Act as follows:—[p.157]

New Forest in the } I Gerald William Lascelles of Lyndhurst in the New Forest in the
County of Southampton } County of Southampton Deputy Surveyor of the said New Forest
 } upon my oath say:— That on the 6th day of February and the 11th 15th
& 25th days of April 1888 a series of felonious Acts have been committed in various parts of the said
New Forest by some person or persons unknown whereby very serious injury might have arisen to
the Plantations and other property of Her Majesty situate in the said New Forest and that I
apprehend that such offences will continue to be repeated. That the ordinary Constables for
preserving the peace in the several parishes and townships within the perambulation of the said
New Forest are not in my opinion sufficient in number for the detection and discovery of the
offender or offenders for the preservation of the peace and for the security of the property of Her
said Majesty within the said New Forest.

Sworn by the said Gerald William Lascelles before us at }
a Court of Swainmote holden at Lyndhurst in the County } signed Gerald W. Lascelles
of County of Southampton this 14th day of May 1888 }

W. Clement D. Esdaile
G.E. Briscoe Eyre.
W. Gascoigne Roy.

The Court thereupon directed the following Forest officers to be sworn in, in the form prescribed by 1 and 2 William IV C.41, as Special Constables to act within the limits of the New Forest for 12 months next ensuing and they were sworn in accordingly, viz:—

George Bumstead. Ashley Lodge, Fordingbridge. Keeper.
Frank Harrington. Minstead, Lyndhurst. Under Keeper.
Harry Coles. Holly Hatch Cottage, Broomy Township, Ringwood. Under Keeper.
Arthur Parnell. Fritham, Lyndhurst. Under Keeper.
John Wilkins. Ironshill Lodge, Lyndhurst. Keeper.
George Gale the elder. Church Place Cottage, Totton. Under Keeper.
John Slightam. Wilverley Lodge, Wootton, Lymington. Keeper.
Samuel Gulliver. Burley, Ringwood. Under Keeper.
[p.158] Charles Bessant. Holmsley, Ringwood. Under Keeper.
John Bumstead. Denny Lodge. Keeper.
Joseph Tuck. New Copse Cottage, Brockenhurst. Under Keeper.
Charles Thorn. Aldridge Hill Cottage, Rhinefield Township. Under Keeper.
Francis Lane. Bolderwood, Lyndhurst. Keeper.
John Gulliver. Norley Wood, Boldre. Under Keeper.
Charles Hurst. Linford Cottage, near Ringwood. Under Keeper.
George Gale the younger. Dibden near Beaulieu. Under Keeper.
John Thorn. Fritham near Lyndhurst. Under Keeper.

The Clerk was directed to give the necessary notices to the Home Office and Lord Lieutenant of the County of their appointment.

Alfred Chandler } Defendants were charged that they on the eighth day of March 1888 at
— v — } Norley Wood in the Parish of Boldre in the New Forest not being
Ruth Doe and } Commoners acting in the due exercise of their rights of common in the
Nehemiah Doe. } said New Forest did cause or allow certain animals to wit Two Horses to
depasture in the said New Forest without having previously obtained a license
from the Verderers for such animals to depasture.

Ruth Doe appeared and pleaded Guilty but the Defendant Nehemiah Doe was not present.

George Collis sworn – I am a Police Constable stationed at Sway. I served the summons on the Defendant Nehemiah Doe personally on the 24th March. He said he could not come.

Alfred Chandler sworn – I am an Agister of the New Forest. Previous to the 8th March I had information that two Horses, at night and on wet days roamed in the Forest near Norley Wood unmarked. I went to Norley Wood and saw the two horses depasturing in the Forest. I noticed that they were unmarked. There was a camp of Gypsies close by and I went to it, I saw the Defendant Nehemiah Doe and asked him if the horses were his. He replied they belong here, the [p.159] other Defendant was present. I asked him for his name. He said again the horses belong here. I said well

I shall drive them to a Pound and find out the owner's name. The male Defendant then said "You will find the name of the owner on that Cart" I went to the Cart and found the name Ruth Doe on it. I asked the Defendant whether she was Ruth Doe and she said yes and the horses were hers, the Bench dismissed the case against the male Defendant and fined Ruth Doe 7/- & 10/- costs which she paid.

Col. Esdaile stated that he had been in correspondence with M^r Watt the owner of "Katafelto" who had gone to great trouble in securing another Stallion for use in the Forest, the name of the Stallion was "Bampton Boy" 9 years and he gave its pedigree. It was arranged that the Animal should stand at Brook and the Agister Moody was instructed accordingly.

With reference to the application of the Deputy Surveyor for the use of the Stallions by the Crown Tenants and others the Chairman stated that he had obtained the opinion of the whole of the Verderers in writing which was embodied in the memorandum which he handed in as follows:—

The Verderers having carefully considered the application made by the Deputy Surveyor of the New Forest for the use by Crown Tenants and keepers of Stallion ponies provided by the Verderers out of the funds of the Commoners, regret that they are unable this season to agree to his proposal. With every wish to make their endeavour to improve the breed of Forest ponies as wide reaching as possible the Verderers have come to the conclusion that four Stallions are not sufficient for the needs of the Commoners and therefore that they are obliged in justice to the Commoners to confine the use of the horses to Commoners only. The Verderers will be ready to re-consider the subject another time but for the present season they regret that they are unable to come to any other conclusion.

[p.160

That the Clerk be instructed to convey this memorandum by the Verderers to the deputy Surveyor of the New Forest.

M^r Eyre reported that he had had an opportunity of consulting large numbers of Commoners at a recent assembly and he found that they were all unanimously in favour of burning the Forest so as to procure better pasturage and they all stated their willingness to attend at such burnings if summoned by an Agister to do so.

The Chairman mentioned the question of recent correspondence in the local papers relative to the death of a number of Forest ponies which the writer attributed to their getting bogged, and which contained a suggestion that the bogs be drained or fenced. He stated that from his own observation that the deaths occurred chiefly among animals that had been wintered out of the Forest and were turned in to the Forest too early in the Spring in many cases in a starving condition and not among those wintered in the Forest. He pointed out that the Verderers had no power to drain the bogs or to enclose them and he thought the enclosure of the Bogs would create more mischief than good as if an animal once got in to a Bog that was enclosed it would not be able to get out again as at present.

The Agisters were called and they were examined on the matter in question.

Moody reported that he had found some ponies dead in bogs and some on dry land. He attributed the mortality among the ponies to in and in breeding, and also from their being turned out too early in the Spring.

Chandler reported that he had lost two in soft places and Five on dry ground in his District. Some of the ponies that died seemed in good condition and he was at a loss to understand the cause of their death. The mortality was greater amongst those that had wintered out of the Forest than amongst those that had wintered in the Forest.

[p.161]

The Agister Evemy reported that most of the ponies that had died in his District had died on dry ground. He agreed with Chandler's views as to more deaths occurring amongst the ponies that had wintered out than those that had wintered in the Forest.

The Agister Newbolt agreed with the Report of the last two agisters, but thought that many ponies in his District had died from chill this winter which was the worst he had known.

The Court were of the unanimous opinion that the enclosures of the Bogs would simply be impractical, that they had no legal right to do such a thing, it would deprive the cattle of their best feeding ground in summer and dry seasons while if they were to break through any fence the danger would be increased by their being unable to get out again. The further consideration of the matter was adjourned.

M^r Eyre handed in the following memorandum which was directed to be entered on the minutes.

Bogs near Fritham.

On Friday 12th May I met M^r Strange at Fritham, and he shewed me two mosses or mires in which ponies had been lost some during the present season, as specimens of the bogs to which he desired the attention of the Court of Verderers to be drawn. These mosses or mires are partly the result of surface drainage, partly of soakage or springs, issuing from the high plains, at a very high level, one was at the top of Ocknell Wood south of 3 Boys Bushes the other was in the Copse of Linwood near the Gravel pits on the East of the Fritham and Long Cross Road. The 5 places where ponies had been in these bogs were visible, and one carcass was still there. This class of bog is attractive to the ponies because of the verdure & early feed, and not being large, they may probably be rendered less dangerous by a moderate amount of draining to cut off the surface water and to tap the source of the underground water. But they are probably deep in places, and the difficulties might on experiment [p.162] prove greater than would be at first imagined.

The Agisters were directed to report to the Clerk what Foals had been dropped by the mares covered by the Stallions hired by the Verderers last Season.

M^r Eyre referred to the Pound being erected at Fritham which at present was placed close opposite to Valetta House a cottage ornée on the South West side at Fritham in the lane which forms the Highway through Fritham.

The Chairman explained what had taken place with reference to the matter and that he had stopped the works in consequence of a letter from M^r Eyre.

It was decided to place the pound lower down in the Lane and the Clerk was directed to obtain a specification and Tender for the removal of the present pound and its re-erection at the spot in question.

The Chairman addressed the Court relative to the repairs to Bridges and Drains in the Forest and the correspondence between M^r Lovell and himself and M^r Lascelles.

(Copy same)

13 March 1888.

Dear M^r Lascelles,

As to Drains Bridges &^c in New Forest.

In consequence of the conversation between the Verderers and yourself on Monday the 5th inst, we now, as you requested, give you in writing what the Verderers are willing to do as to cleansing out the drains, and repairing bridges over them, made originally by means of the Railway Fund and of which Drains & Bridges you already have a list.

The Verderers are willing to clean out these drains and to repair the 16 Bridges when needful from time to time provided that they have in hand sufficient money applicable to that purpose.

The Verderers understand that the Crown will furnish [p.163] them with rough timber for repairing Bridges.

In case the Verderers should not have funds in hand when any of these drains or bridges require to be dealt with they will notify that fact to you.

We would suggest that a general consent be given by the Crown for the Verderers to deal from time to time with these repairs and that the Verderers should simply notify to you what Drains and Bridges they propose to take in hand before commencing the work.

Another class of drainage arises as to some boggy spots dangerous to cattle and ponies which have never been connected to expenditure from the Railway Fund. With the consent of the Crown the Verderers would be glad to expend some money upon such places such consent to be obtained with reference to each place.

Yours truly

The Hon G Lascelles

W Clement D. Esdaile. F. Lovell.

Queens House Lyndhurst March 14th 1888.

Dear Esdaile,

I have forwarded your letter as to drains &^c to M^r Culley and will acquaint you with his reply as soon as I receive it.

Yours truly Gerald Lascelles.

and a communication received from M^r Culley the Commissioner in charge of Woods and Forests:—

(Copy same)

N^o 418.

Office of Woods & Whitehall Place S.W.
27 March 1888

Sir,

New Forest.

Repairs to Drains and Bridges.

With reference to the Verderers letter to the Deputy Surveyor dated the 13th inst, I am directed by M^r Culley to refer to his letter to yourself of the 29th Sept last, N^o 1346, and to state that he was under the impression that the Schedule of Bridges and drains mentioned in your letter of the 19th Sept^r 1887 had been sent to the Deputy Surveyor but he understands this is not the case.

If such a Schedule has been prepared M^r Culley would feel obliged if he could be furnished with a copy of it in connection with the matters brought to his notice by the letter of the Verderers [p.164] above referred to.

I am Sir, Your obedient Servant
J Russell Sowray

G.F.W. Mortimer Esq.

After a discussion it was agreed to leave the matter in the hands of the Chairman and M^r Lovell to reply to M^r Culley's letter and to furnish the details and particulars required by him.

M^r Lovell mentioned the question of the repair of Fletcher's Bridge but the Court thought it better to leave the sub committee to deal with the matter.

On the consideration of M^r Roys report on Tree planting M^r Roy addressed the Court and moved that the following memorandum be entered on the minutes.

“On the question of Tree planting the Court having at its last meeting decided by a majority not to make the protest under its seal suggested thereat, takes no action for the present, but leaves it to individual members of the Court to take such action in the direction of protest, as they may desire.”

M^r Eyre addressed the Court and seconded the motion.

The matter having been fully discussed the Court decided that it was of opinion that it was an unnecessary motion to make as it was evident that all Verderers were free to act in their capacity of Commoners and were not deprived of their individual right of action in any matter by the decision arrived at by the Court.

The Clerk read the following letter he had received from M^r G. Saunders:—

(Copy same)

Badminton Common Fawley
19th March 1888

To the Court of Verderers New Forest

Gentlemen,

I have been in communication with the [p.165] Agisters and Clerk to your Court concerning a Heifer of mine that was taken in out of the Forest by the Agister Chandler and before he gave it up I had to pay £1 expenses. The Animal was turned out in the Forest on the 14th of June last duly marked by Agister Newbolt and paid for at the same time. The Animal was seen by a friend in November and was all right then, and I was not aware there was anything the matter with it till the end of January when a neighbour told me Chandler had an animal in that he thought was mine. I wrote off at once to Chandler giving him the description and brand mark. He wrote back at once saying he was sure the animal was mine and that there would be £1 expenses to pay, unfortunately I did not notice this item before I sent the boy to fetch the Animal home otherwise I would not then have paid it. I wrote to Chandler again to know how this amount of expenses arose as I had no knowledge of the Animal being lost or in a poor condition and that I did not think that he ought to have charged so much under the circumstances. He referred me to your clerk to whom I wrote explaining the circumstances of the case. The Clerk replied that Chandler informed the Verderers that he had communicated the full description of the animal to his fellow Agisters and they so admitted at the Court, and that he (the Clerk) was ordered to advertise it for sale if not claimed. I wrote again to the Clerk telling him that the Agisters and particularly Newbolt must have known my brand mark and asked him certain questions as to the duty of the Agisters taking in Animals out of the Forest without the consent of the owner and charging for their keep. In answer to this he states “The Agisters are instructed that on finding an animal at large in the Forest, which is in a poor condition the owner of which is unknown to them, to prosecute enquiries and if possible ascertain owner.” This I contend the Agister had not done, as I am personally known to Agister Newbolt and he knows my brand mark, and Chandler himself knows my mark, for when I advertised last summer for a Colt that I lost, He wrote to me stating my Colt was in Marchwood [p.166] Pound and claimed the reward offered you will therefore see that Chandler did ~~not~~ know my mark then and I ask is it likely he would forget it in Dec^r. I have also communicated with Newbolt as to how he did not know my animal and brand mark. He replied that he took the brand mark as G.S. instead of J.S. and that was how the mistake was made. Now Gentlemen you will see that I have had to pay £1 expenses through the mistake or negligence on the part of the Agisters, and I ask in all fairness is it just or reasonable that I should be called upon to pay through the fault of the Agisters, for had I known my Animal was in such a state that required her to be taken in, I should have done so at once, but I was unaware that anything was the matter with it and I blame the Agisters for not letting me know such was the case for as I have endeavoured to show had they taken the least trouble they would have been able to find the owner before ever they were ordered by you to take the Animal in and feed it. The expense incurred is as much as the Animal is worth and being a poor man I call [*sic*] ill afford to loose it, and under the present circumstances I dont [*sic*] consider I am justified in doing so and I hope you will give the case your favorable consideration and that you may see your way to remit, if not all, at least part of the amount I had to pay the Agister.

[p.168]

1888		Brought forw ^d £	281	-	11			Brought forw ^d £	95	4	10
March 6	By Cash received of non-commoners for licenses to date viz:—					March 24	To M ^r Mortimer ¼'s Salary due Lady Day 1888		37	10	0
	Licenses	2. 2. 6					" paid Agisters D ^o viz:—				
	Head Money	5.15. 0					C. Newbolt	17.10. 0			
	Marking fees	<u>2.10. 6</u>	10	8	0		C. Evemy	17.10. 0			
April 7	" dividend on conversion of £4,900 Reduced 3%		71	7	2		A. Chandler	17.10. 0			
" 20	" Bonus on conversion of £4,900 Reduced 3%		12	5	-	April 24	" Mess ^{rs} Eyre & Spottiswoode for Forestry Reports		70	0	0
						May 4	" Col. Esdaile Railway fare of Katafelto from Dartmoor		2	14	1
							" D ^o Telegrams D ^o			3	-
							Balance		169	6	8
		£	<u>375</u>	<u>1</u>	<u>1</u>			£	<u>375</u>	<u>1</u>	<u>1</u>

The Agisters paid over the following sums for marking Commoners Cattle:—

Chandler	£24. 2. 0
Moody	£12. 2. 0
Evemy	£11.14. 0
Newbolt	£4. 3. 6

and for pannage

Newbolt	4. 0
Evemy	2. 8
Moody	1. 8

Several Licenses to non-commoners were granted.

This terminated the business of the Court.

x^d

[signed] *W Clement D Esdaile*

[p.169]

At a Court of Swainmote and Attachment held in the "Verderers Hall" at the Queens House Lyndhurst on Monday the 9th day of July 1888.

Present.

Col. William Clement Drake Esdaile – Deputy Chairman.

George Edward Briscoe Eyre Esquire.

William Gascoigne Roy Esquire.

Lord Montagu.

George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that Col. Esdaile be chairman in the absence of the Official Verderer.

The Minutes of the last meeting were read and confirmed.

The Clerk produced and read a letter from the Official Verderer regretting his inability to attend.

The Hon. Gerald Lascelles the Deputy Surveyor of the New Forest presented to the Court that a number of dead bodies of ponies were lying about in the Forest unburied. He stated that the Crown Keepers and servants had buried seventeen ponies in the Northern District alone and handed in the following list of the ponies so buried. These ponies had all died between the end of March and the end of May.

Return of Ponies buried since March 1888
on next page.

[p.170]

Name of Walk.	Name of Owner.	Number of Ponies.
Eyeworth Walk.	William King.	2.
”	James Dibden	1.
Bramble Hill Walk.	Alfred Parnell.	2.
”	H. Bryant.	1.
”	J. Strange.	1.
”	not known.	1.
”	J. Brockway.	1.
”	James Dibden.	1.
Ashley Walk.	Charles Kent.	1.
”	not known	1.
”	J. Strange	1.
Broomy Walk.	not known	1.
”	John Thomas.	1.

Castle Malwood Walk.	William King.	1.
[?]	John Whitehorn.	1.
	Total	17

He further stated that several of the Ponies in the list were found in an advanced state of putrefaction and that he had been required to pay the expense of the burial of the Ponies. He complained that the public were caused annoyance in consequence and the Crown expense. The Crown Keepers had verbal orders to acquaint the Agisters immediately they found a dead animal in the Forest and if the Agisters did not bury them within two days to bury them themselves at once.

He could not say if the Crown Keepers reported in writing but would make it a duty on their part to do so in future.

He further suggested a Bye Law dealing with the subject should be passed by the Court.

The question was fully discussed by the Court and the Regulations on the subject were considered.

The Agisters were called up and examined. The Agister Moody stated that he had not buried any ponies this Year. Newbolt had buried two and a Heifer. Chandler had buried three and Every three.

[p.171]

The Court stated they would take the question of making a Bye Law and altering their regulations into consideration with a view to the speedy burial or removal from the Forest of dead animals but at the same time pointed out the desirability of owners seeing and identifying animals before burial and the risk that might arise from the burial of animals depriving Commoners of their rights in such animals.

By direction of the Chairman the Clerk read a letter that he had addressed to the Official Verderer calling his attention to the position the Verderers would be in with reference to the Contagious Diseases (Animals) Acts on the passing of the Local Government Bill now before Parliament, as follows:—

Clerks Office, Romsey.
13th June 1888.

My Lord,

May I call your attention to the provisions of the Local Government (England & Wales) Bill with reference to the administration of the Contagious Diseases (Animals) Acts by clause 3 sub sec.14 the execution as local authority of the acts relating to the Contagious Diseases of Animals is transferred to the proposed new County Councils.

By clause 27 sub sec.2 the County Council have power to delegate with or without restrictions any powers or duties transferred to them to the District Councils, and it is more than likely that the local administration of the Contagious Diseases (Animals) Acts will be transferred to the District Councils.

Now take the New Forest there will probably be District Councils at Lymington, Christchurch, Ringwood, Fordingbridge and N.F. Division Lyndhurst or Eling and there may be others the result may be that the powers of the Verderers to deal with Disease in the Forest under their act of 1877 s.25 may be very considerably hampered especially as the Members of those District Councils will in rural Districts probably be Farmers it has therefore occurred to me that [p.172] the only mode of

dealing with this difficulty is to make the New Forest a District for the purpose of these Acts and to appoint the Verderers as the Local Authority to carry them out.

If this is done it will do away with all questions of financial responsibility by the Verderers, in case the wish any special order for the protection of the Forest got through as they will be the duly recognized County authority of the District and will be entitled to rank with the other County Districts under clause 41 *et seq.*

This matter seems to me of so grave an importance that I deem it right to bring it under your attention especially as I am aware that the Privy Council Authorities feel strongly that the administration of these Acts should be entirely in the hands of the Verderers, so far as the Forest is concerned for if an outbreak takes place there it is admitted that it would be the most difficult and serious business the Privy Council would have to deal with.

I called at the House of Lords to see you yesterday but I was sorry I missed you.

Yours faithfully,
G.F.W. Mortimer

The Right Hon.
Lord Basing
Official Verderer.

The Court took the matter into consideration and unanimously resolved that the Court considers it desirable that the Verderers should be appointed the District Council or Local Authority under the proposed Local Government Bill to carry out the Contagious Diseases (Animals) Acts within the perambulation of the Forest and that the Clerk be instructed to communicate this resolution to the Official Verderer, Lord Basing, and request him to call the attention of the Government to the subject with a view to the introduction into the Bill of a clause carrying out this resolution and that a copy of the resolution be sent [p.173] to the Agricultural Department of the Privy Council and that Department requested to assist in the matter.

The Clerk read the following report from the Agister Evemy and M^r Burden's certificate thereon.

Burley, June 8th 1888.

Sir,

I beg to say I met M^r Haywards beast by arrangement on the 18th of May at Wootton and when I saw them I found ten of them in a very poor condition the other 13 were in fair condition & I took them on into the Forest to Ober heath. on the 3rd of June I received a letter from Chandler telling me that a Heifer marked E.H. on Horn had got into a Bog and that he had taken her home. I went to Brockenhurst Weirs on the 4th of June and found 2 more of the beasts dead which had got into the cutting and two more in very poor condition. Immediately wrote to M^r Hayward and informed him of the state of his Beast. I saw Col. Esdaile the same evening and he wished me to send for the Veterinary Surgeon which I did on the following morning and he came and examined the Beast in the presence of M^r Haywards son myself and Chandler and he said there was no Contagious Disease about them but that they were very low in condition and required nursing. M^r Hayward took one home in a cart and the other he sent for the next day. I have forwarded your letter to M^r Burden.

I remain, Sir, You obedient Servant,
Charles Evemy

G.F.W. Mortimer Esq.
Clerk to the Verderers.
Romsey.

[p.174]

76 High Street Lymington
June 5th 1888.

Dear Sir,

I have been called on by M^r Evemy (Agister) to go an examine and make P.M. on two Beasts that were found dead at the upper part of Brockenhurst Weirs belonging to M^r E. Hayward Milton.

I found no infections or contagious Disease, but from the reaching and getting into the cutting, or large Water course at a very soft and boggy part after some green grass that was growing and was not strong enough to get out again, therefore became suffocated,

I remain, Sir,
Faithfully Yours
John Burden.

The Chairman stated that in consequence of the Agisters report he had directed the Clerk to call in a Veterinary Surgeon to examine the Animals and he desired the Court to sanction what he had done. He wished however to point out that many of the deaths that had occurred amongst the Animals in the Forest had arisen from their being turned into the Forest in a starving condition at the season when food was scarce in the Forest and that some steps should be taken to prevent such acts of wanton cruelty.

It was resolved that the Court approve the action of the Chairman in the matter.

Mr Eyre enquired whether an individual Verderer had power to order a Veterinary Surgeon to examine animals which he suspected had died of a contagious or infections disease or whether it was necessary to obtain the sanction of the Court before doing so.

The Chairman stated in reply that he considered the authority of the Court should if possible be obtained but no doubt the Court would place reliance upon an individual Verderer's action and readily sanction what he ordered in any case of necessity.

[p.175]

The Clerk read a Certificate of the Verterinary Surgeon as to the state of the of Horse Katafelto.

(Copy same)
(Private and Confidential)

76 High Street, Lymington
June 28th 1888.

Dear Sir,

As requested by yours of the 27th inst I visited yesterday the Agister Chandler at Brockenhurst Weirs and after a careful examination of the Horse Katafelto with Chandler's son on

his back at a walk, Trot, Canter and Galop [*sic*] his short cough disturbed respiration distress symptoms, showed unmistakable symptoms of diseased or broken wind.

I remain, Sir,

Faithfully Yours

John Burden

Veterinary Inspector, Lymington & New Forest Division.

G.F.W. Mortimer Esq^r

The Chairman explained that in consequence of a report from the Agister Moody he has directed the Clerk to call in a Veterinary Surgeon to examine the Horse and he desired the Court to sanction what he had done.

It was resolved that the Court approve the action of the Chairman in the matter.

The Clerk read a letter from M^r Strange to the Agister Moody

(Copy same)

Valetta House, Fritham, Lyndhurst
June 1st 1888.

Dear Sir,

You may possibly recollect at my last sale a roan pony which was bred at "Long Cross" was sold to a M^r Lydford of Handly, Dorset. Some time since M^r Lydford lost this pony, and placed an advertisement in the Salisbury [p.176] Journal, offering a reward for her recovery. He also wrote me asking that I may keep a look out, in case she should get back to her old haunt. My Boy found this mare in her old haunt about a fortnight since, he also with Frank Henbest saw her on Wednesday last as before with 4 shoes on and my print in her. Today (Friday) we have got her in, and find her fore shoes have been removed, and my print is obliterated by the use of another. This I think is a very strong case, for first the interference of the Agister and then for the Verderers. I do not wish you to be put to any undue trouble on my part, but I certainly think you should make every enquiry as to who is the perpetrator. I could not well do so (openly) because it would I think frustrate my object. I am not sure it would not be well to forward this to one of the Verderers, so that a reward may be offered that is, if you are not successful. Such a state of things as this cannot be tolerated.

Yours faithfully,

Fred^k J. Strange.

P.S. The Mare is in my yard at present, and this extraordinary print is visible.

The matter was discussed and it was resolved that as the animal was in the Forest unmarked and unpaid for and was not the property of a Commoner the Court can take no action in the matter and that the Clerk communicate this decision to M^r Strange.

The Clerk read a correspondence with Mr. Reeves as to the New Pound at Fritham.

(Copy same)

Fritham, near Lyndhurst
June 4th 1888

G.F.W. Mortimer Esq
Clerk to the Court of Verderers.

Sir,

I venture to write to you re the Pound that is being [p.177] erected at Fritham exactly opposite my house and to protest against its erection on the grounds that:—

It will prove a great annoyance not only to myself but to others if erected on its present site & will moreover become a source of danger to persons passing up and down the Narrow Lane (just above the pound) when “marking” is being done, and,

At all times when Animals are in the Pound their presence and noise will mean great disturbance to me especially at night.

In the hope you will be able to use your influence with the Court to induce them to have the Pound removed,

I am Sir,

Yours respectfully,

Frank Reeves.

P.S.

If yourself unable to aid me, will you inform me to whom I should write for assistance & much oblige.

Clerks Office Romsey Hampshire
5 June 1888.

Dear Sir,

I am in the receipt of your communication as to Fritham Pound which shall be laid before our Deputy Chairman of the Court of Swainmote

The spot has been selected by Mr Eyre.

Yours faithfully

G.F.W. Mortimer

M^r Frank Reeves.

Fritham, Lyndhurst
June 13th 1888.

F. Mortimer Esq
Clerk to the Court of Verderers

Dear Sir,

I duly received your letter sent in reply to mine re the [p.178] erection of the Pound exactly opposite my house at Fritham.

I have to thank you for your reply but fail entirely to see how a promise made by M^r Eyre to his tenants can affect me, and as owner of the house adjoining land (that I occupy) I repeat my emphatic protest against the erection of this Pound which must unavoidably tend to lower the value of my property and also to interfere with my personal comfort and quiet.

I have to request therefore that you bring my complaint before the next meeting of the Court of Verderers and more than oblige.

Yours truly,

Frank Reeves.

Clerk's Office Romsey Hampshire

June 14th 1888.

Sir,

Your communication to hand and shall be laid before the Verderers at their next meeting. The pound is being erected by the leave of the Crown on the waste of the Forest, and does not interfere with the Road in any way.

Yours faithfully,

G.F.W. Mortimer.

M^r Frank Reeves

Fritham Lyndhurst

June 23rd 1888.

Sir,

I am obliged by your letter of the 14th instant duly received. The question of interference with the road traffic surely is best estimated by the residents in the village and the pound certainly does interfere in the narrow Lane.

But my object in writing had been to protest against so objectionable a thing being placed opposite to my property without any communication being made with myself and as I strongly object to it, I shall be glad to hear and know that it is to be removed.

I remain Sir

Yours truly

Frank Reeves

G.F.W. Mortimer Esq^{re}.

[p.179]

Clerk's Office Romsey Hampshire

July 11th 1888.

Dear Sir,

Fritham Pound

The Communication you have addressed to the Verderers through me were on Monday last duly considered and the matter discussed by the Verderers at the Court.

It was resolved that Col. Esdaile the Deputy Chairman visit the spot in question and report the result to the next Swainmote Court.

Yours faithfully
G.F.W. Mortimer

Mr Frank Reeves

Mr Eyre desired his memorandum on the Subject presented at last Court copied on the minutes.

(Copy same)
Fritham Pound

At present is placed close opposite the entrances to Valetta House a cottage ornée on the South West side of Fritham in the lane which forms part of the only highway through Fritham.

I here is another place lower down in the same lane wither (by changing somewhat the entrance to one of Mr Eyre's fields to which he will consent) the Pound can be shifted but it would be desirable if possible to avoid placing a pound in this highway, if another and less objectionable site could be found,

It will be remembered that three roads meet in "Fritham" at the Great Pound of which roads that to the last only can be regarded as a byway and that both this Eastward road and the South Westward road in which the pound is at present being erected, have narrow parts in which an animal cannot or can hardly pass a Market Cart.

[p.180]

There is a less objectionable site on the North Road which is wider than the others but it is said that the ponies can be driven more easily and in larger numbers into the South West highway.

On the other hand the possible inconvenience to passengers especially in vehicles must be borne in mind if animals and to be driven into those lanes and especially into either of the two which constitute together the only metalled highway in this part.

G.E.B. Eyre
14th May 1888

The matter was left in the hands of the Chairman to report to the next Court.

The Clerk read a letter from the Reverend Gunning as follows:—

(Copy same)

East Boldre Vicarage
Beaulieu
May 28th 1888

My Dear Sir;

I have heard this morning that two Donkets have lately been killed by Jack Donkeys (which are still turned out on the Forest) I am afraid your Keepers do not look after this matter. As soon as the people think the Keepers backs are turned especially of an evening these entire animals are turned out.

They are such a dreadful nuisance and so dangerous some stop should be put to their being at large. They Keep these Donkeys not for work but only for stock and a miserable stock it is, for

there is little or no feed on the Forest during great part of the year and consequently the Animals are half starved and a most wretched Breed of creatures is the result.

Yours truly,
J.W. Gunning

P.S. I have had serious thoughts of leaving the place if [p.181] some check is not put upon the turning out of entire animals for my daughters cannot go out, nor any Lady, call at my House with such disgusting sights and noises going on all day and night. If a heavy fine was put upon such animals it might stop nuisance for I suspect it must be winked at by some of those whose business it is to look after these matters, naturally enough the Keepers do not like to offend the people if they can possibly help it.

The Agister Chandler's report on the subject was also read.

(Copy same)

The Weirs, Brockenhurst
June 7th 1888

Dear Sir;

I called upon the Reverend Gunning on Monday last but he could not give me any information, he had not seen anything amiss with any Donkey only M^{rs} Etheridge had been and told him that some little boys had told her that a Jack Donkey had been racing after her Donkey and since then her Donkey had cast her foal before its time and now the old Jane had since died. The Reverend Gunning told me that he was afraid of the brutes and he Kept as far off from them as he could.

Sir, I think the Reverend Gunning told me that you had written telling him that no Stallion Donkey was allowed to be at large in the Forest (please excuse me if I am wrong) for I was under the impression that if a Verderer would pass them they would be allowed to be at large and Lord Montagu has I believe passed some entire Donkeys to roam.

I think the better way would be as soon as this Donkey question get a little quiet, would be to have a Donkey drift then we should know what ones there would be in the Forest and their owners.

I remain

Yours Obediently

G.F.W. Mortimer Esq^{re}

A. Chandler, Agister

[p.182]

The Agisters were ordered to drive the Donkeys in the Neighbourhood at an early date.

Lord Montagu gave notice that he should bring up at the next Court the question of excluding Bulls from the Forest and of hiring Bulls for the use of the Commoners Cows.

The Agisters reported that

“Katafelto”	had served	72	mares
“Welsh Star”	” ”	100	”
“Fitz George”	” ”	70	”
“Bampton Boy”	” ”	36	”

The Agister Moody’s report as to Bampton Boy was read as follows:–

(Copy same)

Woodlands Eling
June 29th 1888.

Dear Sir;

In reply to your letter of the 26th I beg to inform your that I have taken the Horse to Fritham weekly, Wednesdays, and Godshill Thursdays, but not any mares have been served at Fritham.

I have had several applications from licence holders and as there is about one third of the whole in the North District and also the absence of Gentry with fancy ponies which I believe are served not with the intention of going to Forest, only to obtained a good class pony.

I have no doubt if the neighbourhoods of No Mans Land Woodgreen and Frogham had more rights to the Forest and the ponies could be served that the Horse would have Kept pace with the others as I believe it is mostly working mares that the Horses have served.

I may add that it is not fault of the Horse as his qualities and docility meets with general approval I have give the Horse every attention as it is against my interest he have not done better. I should like the Court to [p.183] enquire into the Class and size of all mares that have been served by the Horses as I feel your enquiries is a censure on me.

I remain Sir

Your Obedient Servant

J Moody, Agister.

They further reported that the result of the service of Mares by the Verderers hired Stallions last year was so far as they had been able to ascertain as follows:–

“Katafelto” number served 47 Colts <foaled> 29 <viz.> Horses 13 Mares 16.

Six mares lost their Foals

“Welsh Star” 16 out of 23 mares served

“Royal George” 18 Colts 9 fillys, 19 Slipped Foals

“Fitz George” 10 Foals

The Clerk reported that the Stallions had been insured as directed at the last Court and the premium amounting to £8 had been paid.

The Deputy Chairman stated that he should at the next Court bring up the question of the Court purchasing some of the yearling Colts above referred to and Keeping them until three years old and then turning them into the Forest for the Commoners use.

The Clerk was directed to estimate the probable cost of Keeping a yearling Colt till it was required to be turned out, by the next Court.

The Agister Evemy reported that Isaac Sparks of Carlton [*sic*] Cottage Brockenhurst had not paid for marking his colts last year and he asked leave to County Court him which was granted. It was stated that Sparks had some Colts now in the Forest unmarked and the Agisters were ordered to impound them at once.

The Clerk read the following letter from the Deputy Chairman

(Copy same)

[p.184]

Burley Manor
Ringwood
2nd July 1888

My Dear Sir;

A Commoner has called upon me to state the following circumstances, seeking my advice as a Verderer of the Forest.

He turned out in the Forest after having them duly marked and having paid the fees two ponies. A short time since he received a letter from the Deputy Surveyor informing him that the ponies had been found in an enclosed plantation and had been pounded by his direction in a pound erected by the Crown within the plantation and that unless a sum of five shillings for damage done by each pony was paid as well as the expenses of Keeping the ponies whilst pounded was paid within a certain time the ponies would be sold.

The Commoner stated that the fence of the enclosure in question was in several places down and thus altogether inadequate to Keep the Animals pasturing legally in the open Forest out of the enclosure, and also that he believed under such circumstances the pounding was illegal.

I informed him that it seemed to me that the Verderers had nothing to do with such case. The ponies appearing to have been upon the Forest after all the legal preliminary steps had been fulfilled, what happened afterwards in relation to the alleged trespass was quite outside the jurisdiction of the Court of Verderers. At the same time I think it right that the Court should be made aware, and the Commoners also of the application made to me.

I will therefore thank you to bring this letter tot he notice of the Court of Verderers at their session on the 9th instant.

Yours truly

G.F.W. Mortimer

W. Clement D. Esdaile.

[p.185]

The Court considered they had nothing to do with the matter.

A discussion arose as to obtaining Counsel's opinion on the question referred to in the letter and the matter stood over for further consideration.

The Agister Moody reported that a Commoner named Henbest had built a Cottage on the site of an old shed which was erected in the Forest. That a wooden shed had been erected at the Bramshaw Cricket Ground 30 feet long.

The Clerk was directed to have a return of all the Cricket pavillions [*sic*] erected in the Forest and to write to the Secretary of each Club asking for a Quit rent in respect of each erection on the Forest.

The usual Financial Statement was produced which was ordered to be entered on the minutes.

(Copy Statement)

1888	By balance from last account	169	6	8	1888				
May 15 th	” Cash received of Non Commoners for licenses to date, viz:				May 14 th	To A Watt Esq ^{re} expenses re “Bampton Boy”	1	0	6
	Licences	2	5	0	”	”			
	Head Money	3	5	0	”	” D. Lunn for 2 pounds 1 at Brockenhurst and 1 at Holmsley	38	6	3
	Marking Fees	1	13	6	”	” Drake & C ^o . Stationery	3	13	0
”	” Fine and cost in case Chandler v Dow and another viz.				”	” 15 th Police Fees in case Chandler v Doe and another		2	6
	Fine	10	0		”	” 22 nd Wheeler & C ^o . cheque to capitalize Bonus on Stock	12	5	0
	Cost	7	0			Carried forward £	55	7	3
	Carried forward £	177	7	2					

[p.186]

May 15 th	Brought forward £	177	7	2	June 1 st	Brought forward £	55	7	3
	By cash received from Agisters at Court yesterday for marking Commoners Cattle viz:					To Lordan and C ^o . printing Stallions Cards		10	0
	Chandler	24	2	0	June 2 nd	” Colonel Esdaile Railway Fare viz Bampton Boy			
	Moody	12	2	0		2 11 8			
	Evey	11	14	0		Wires & c ^o & c ^o D ^o	2	14	2
	Newbolt	4	3	6	”	” 7 th E.A. Wilson Guardian Horse & c ^o Insurance Company (Insurance on 4 Stallions up to 31 st July /88)	8	0	0
”	” Cash received of Agisters at Court yesterday for pannage money to date viz:—	52	1	6	”	” 25 th G.F.W. Mortimer Esq ^{re} Quarters Salary to Midsummer	37	10	0
	Newbolt	4	0		”	” Agisters salaries to Midsummer /88 viz:			
	Evey	2	8			Newbolt	17	0	0
	Moody	1	8			Evey	17	0	0
			8	4		Chandler	17	0	0
						Moody	17	0	0
					”	” Paid Cheque Book		5	0
					30 th	” C. Young Contract for pound at Fritham	22	10	0
						” ” Extras	5	10	0
						Balance	27	10	7
	£	229	17	0		£	229	17	0

The Clerk reported that the Bonus received on the conversion of the reduced 3% annuities namely £12 5 0 had been expended in the purchase of 2³/₄% Consolidated Stock as directed by the Court.
[p.187]

The Agisters paid over the following fees for marking Commoners Cattle to this time.

Every	£31	10	6
Moody	£29	1	6
Chandler	£24	8	6
Newbolt	£14	7	0

This terminated the business of the Court.

x^d

[signed] *W Clement D Esdaile*

[p.188]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on the 25th day of Sept^r 1888.

Present.

Col. William Clement Drake Esdaile. Deputy Chairman.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual Proclamation by the Crier.

It was resolved that the Deputy Chairman be chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk read letters from the Official Verderers regretting his inability to attend, from M^r Eyre to the same effect and from Lord Montagu enclosing a Medical Certificate which were ordered to be entered on the minutes.

Copy Letters

Haddington House, Winchfield
Sept^r 18.

Dear Sir, I can have no objection to the 25th as a [p.189] day of meeting for the next Court but it would be impossible for me to attend on that day, when I shall be absent from home on business.

Very truly yours
Basing.

6 Middle New Street, Fetter Lane E.C.
Sept 18th 1888.

Dear M^r Mortimer,

I am in Town until Friday week. It would be very inconvenient to me to attend a Court on the 25th, as I should have to come down and return to Town in the same day.

If you can, please make the court on Friday week or some of the next few days following.

Yours truly
G.E.B. Eyre.

Palace House, Beaulieu
Southampton. Sept. 20th 1888

Dear Sir,

I got the notice of the Verderers Court this morning. As I am going abroad almost

immediately I am afraid I shall not be able to attend the meeting nor any other meeting of the Court for some months.

As I understand the Act under sect. 21 it would seem to be advisable if not absolutely necessary that a Verderer who cannot attend the meetings of the Court for 6 months to furnish some excuse which should satisfy the Court.

I therefore enclose a medical certificate, which I shall be obliged if you will lay before the Court at its next Meeting.

[p.190]

I will ask Col. Esdaile or M^r Lovell to take up my motion as to Bulls.

Yours truly
Montagu.

G.F.W. Mortimer Esq^{re}

Copy Medical Certificate.

This is to certify that Lord Montagu has been ordered to go abroad for the benefit of his health for the Winter.

W^m Robinson Hill.

Sept. 19th 1888.

M.D.

The Clerk read letters that he had received from Captⁿ Maitland on behalf of the Lyndhurst Cricket Club and M^r Henbest on behalf of the Bramshaw Cricket Club, written in reply to the communications ordered to be made to the Secretaries of the Cricket Clubs whose grounds were on the open Forest, offering to pay to the Verderers on behalf of the Commoners a small Quit Rent for the use of such grounds.

He reported that there was no other Club that he was aware of using a Ground in the Forest.

The Clerk was directed to accept the offers contained in the letters on behalf of the Court and to enter the letters on the minutes.

Copy Letters.

Fulwell Park, Twickenham
21st Sept 1888.

Sir,

With reference to your letter of the 13th inst. and your letter of a previous date am I to understand that the New Forest C.C. is to pay a rent of 5/- a year in [p.191] addition to what we already pay. The Club has always paid a nominal rent to M^r Lascelles of 2/6 a year. Of course we shall not object to paying a small additional rent, but possibly the Verderers are unaware that the Club already pays a nominal sum for enclosing the ground and erecting the pavilion.

I am, Yours truly
R.P. Maitland.

G.F. Mortimer Esq^r

Bramshaw Cricket Club
13/9/88.

G.F.W. Mortimer Esq.

Sir,

I have laid yours of the 6th inst. before our Committee and we are prepared to pay any nominal sum to the Verderers as an acknowledgement. But as our club is not very strong in funds, we should feel greatly obliged if they could reduce the sum to 2/6 the same as we pay the Crown authorities.

I beg to remain, Sir,

Your obedient Servant

W.M. Henbest

Hon. Sec^y, B.C.C.

The Chairman read a letter from M^r Bradbourne as President of the Bramshaw Cricket Club enclosing one from Mr Henbest the Secretary of the Club; the latter alleging that the Agister Moody had threatened to pull down the Fences to the Cricket Ground at Bramshaw and ride over the ground.

The Agister Moody denied using such threats but stated that he had merely claimed the right to go over the ground as ordered by the Court to do. He handed in the following Report which [p.192] was ordered to be entered on the minutes.

Copy Report.

North District.

Sept. 25th 1888.

Gentlemen.

I beg to report that on September 21st. I caused the fence to be removed on an enclosed Tennis ground near M^{rs} Heathcotes at Fritham and walked over the ground. Also on the above date I caused the fence to be removed on an enclosed Tennis ground near Bramble Hill Lodge and walked over the ground on September 24th. I removed the fence at an enclosed Cricket ground at Burn Furze near Brook and walked over the ground.

I remain, Gentlemen,

Your obedient Servant

John Moody, Agister.

It was resolved that the Court has every desire to assist the promotion of Cricket and other games in the Forest but is bound to protect the Commoners rights of common and considers that they will be sufficiently preserved by the Clubs and private Individuals playing cricket and other games in the Forest making a small annual payment to the Court and by the removal once a year of a small part of the Fence round the Cricket Grounds or other grounds by one of the Verderers officers and his walking over such enclosed grounds. The site of the grounds being in each case chosen with the Verderers approval.

The Clerk was ordered to hand copies of this resolution to the Agisters and to obtain a return of Tennis and other grounds enclosed in the Forest.

The Clerk reported fully the result of the interview he was [p.193] directed to have with the Local Government Board relative to the proposed appointment of the Verderers as a District Council or Local Authority to carry out the Contagious Diseases Animals Acts within the perambulation of the New Forest and that the Board did not hold out any hope of the Verderers views being approved by the Department but referred him to the Privy Council Agricultural Department. He further reported that he had held an interview with the Privy Council authorities (Agriculture Department) and it had been suggested that under 41 & 42 Vict. cap. 74 and the powers contained therein, the Verderers should be made the Local Authority for the purposes of that Act for the whole of the New Forest and that the New Forest (within the perambulation) should be added to the Districts mentioned in Schedule 2 to the Act; The Verderers being added as the Local Authority. The question of the rating and other necessary details being left for future settlement. That the Privy Council (Agricultural Department) had suggested that a formal application should be made to the Privy Council by the Verderers in the terms aforesaid and that if there was no objection on behalf of the County Authorities the application might be included in the application about to be made at the adjourned session of Parliament by the Department for additional powers to deal with Contagious Diseases.

The Court fully considered the matter and it was resolved that the Deputy Chairman and M^r Roy be requested to consider the matter fully and instruct the Clerk how to proceed therewith.

On the question of the necessity of protecting the New Forest against Swine Fever during Pannage season being brought forward the Clerk reported that Swine Fever was very prevalent in Dorset and parts of Wilts. The Agisters reported that the following outbreaks had occurred in their Divisions. Newbolt 2 cases at Totton. Evemy, one case at Sway, one at Arnewood and one at M^r Dunns premises near Poulner. Chandler one case at Beaulieu and Moody three cases [p.194] at Woodgreen, one at Blisford [Blissford] and one at Bramshaw. Total eleven cases.

After a full discussion It was resolved that application be at once made to the Privy Council (Agricultural Department) for an order similar to the order passed last year by that Authority protecting the Forest during Pannage time. The Clerk was directed to carry through this matter at once.

M^r Lovell read an extract from a letter that he had received from the Hon. Gerald Lascelles (the Deputy Surveyor) as to the working last year of the Swine Fever (New Forest) order and the extra work thrown upon his Assistants in consequence thereof.

The Clerk pointed out that M^r Lascelles was appointed by the order to grant Licenses and that he and not the Verderers had appointed his assistants.

It was resolved that the Clerk write to M^r Lascelles calling his attention to this fact and expressing a hope that the arrangement which has existed for some years past might still continue and notifying, that the Verderers proposed to nominate extra persons as their "appointees" under the proposed order and suggesting that he should do the same to save too much pressure on his Assistants. The Clerk was further ordered to point out the advantage to the Commoners to be thus obtained by being able while applying to the Crown officials for their pannage tickets to obtain their Licenses at the same time.

It was resolved to appoint the following persons to grant Licenses under the proposed order viz':s—

The Verderers.

The Clerk and the Four Agisters.

The Deputy Surveyor and his Four Assistants.

and Five Forest Keepers viz':— Mess^{rs}. Geo. Bumpstead, John Bumpstead, John Wilkins,
John Slightam and Francis Lane.

[p.195]

The Clerk read the following correspondence with the office of Woods Forests &° as to the repair of Drains and Bridges in the Forest.

Copy Correspondence.

Clerks office, Romsey
27th August 1888

Sir,

New Forest.

Repairs of Bridges and Drains.

Adverting to your letter of the 27th March last I regret the delay that has arisen in forwarding to you the Schedule of Bridges and Drains in the New Forest the repair of which the Verderers have intimated their readiness to undertake from time to time provided they have in hand sufficient money applicable to that purpose.

I beg now to transmit below the names of sixteen Bridges (viz)

Brockenhurst Weirs	3	Bridges
Fulliford	1	”
Butts Lawn	3	”
Warwick Slade	4	”
Fletchers Water	1	”
Allum Green	<u>2</u>	”
Total	16	Bridges.

To give however the exact position or names of the Drains is somewhat difficult but they might be described (together with the Bridges) as “All the drains open or underground and all the Bridges and Crossings made over the open drains which were made out of the Dorchester and Southampton Railway purchase money under the Act of 1845.[”]

There is a plan showing these Drains now deposited at the Queens House Lyndhurst; from this plan every [p.196] information can be obtained.

I am desired now to apply for the formal sanction asked for in prior communications.

I have the honor to be, Sir,

G. F. W. Mortimer

Clerk to the Verderers

George Culley Esq.

Office of Woods &^c

Whitehall Place, S.W.

5th September 1888.

N^o 1228.

Sir,

New Forest.

Repairs of Drains Crosses and Bridges.

I am directed by M^r Culley to acknowledge the receipt of your Letter of the 27th ulto and to state in reply that he has no objection to the Verderers undertaking the repair of the open Drains Crossings and Bridges in the New Forest which are made by means of money received under the Southampton and Dorchester Railway Act of 1845 provided the Verderers will undertake to maintain such open Drains Crossings and Bridges in a proper condition until they give notice to this Department that they are unable to deal with them any longer.

As a matter of convenience M^r Culley would be glad if an arrangement were made with the Deputy Surveyor as to the works to be done so that he may be kept informed when any new works are commenced.

You will be good enough to understand that this permission is restricted to the "open Drains" and that any breaking of the soil to renew underground Drains must be the subject of special permission.

On your notifying the assent of the Verderers to these conditions instructions will be sent to the Deputy Surveyor [p.197] to supply Timber in the rough for the works free of charge.

I am Sir,

Your obedient Servant

George Bennett

G.F.W. Mortimer Esq.

Clerks Office, Romsey.

26th. September 1888

N^o 1228

Sir,

New Forest.

Repairs to Bridges Drains &^c

I am directed to acknowledge the receipt of your communication of the 5th. Sept^r inst. which was duly laid before the Verderers at a Court of Swainmote held at the Verderers Hall in the Queens House on the 25th inst. and to express the concurrence of the Verderers in the terms thereof.

I have the honor to be,

Sir,

Your obedient Servant

G.F.W. Mortimer

George Culley Esq.

The above letter of acceptance was directed to be sent by the Clerk.

The remainder of the work on the Agenda paper was ordered to stand over till the next Court.

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

[p.198]

Copy Statement.

1888	By Balance from last a/c	27	10	7					
July 7	” Dividend on £4912.4.6. 2¼% consols	35	18	5	July 9	To John Burden Esq. Veterinary expenses June 5 th and 27 th 1888	1	11	-
” 10	” Cash received of non-commoners for Licenses to this time viz:—				” ”	” H. King. Copies of M ^r Roy’s Report	-	4	10
	Licenses 17. 6				” 18	” London & South Western Railw ^y Co ^y carriage of 2 Horses from Romsey to Tavistock	3	16	-
	Head Money 1.12. 6	3	7	0	” 28	” A. Watt Esq. Hire of “Bampton Boy” and “Katafelto” and Railway Fare viz:—			
	Marking Fees 17. 0					Hire £40. 0. 0			
” ”	” Cash received of Agisters at Court yesterday for marking Commoners cattle to this time viz:—				Aug 3	” G.E.B. Eyre Esq. Hire of “Fitz George” (same as last year)	41	2	10
	C. Evely 31.10. 6				” ”	” John Mills Esq. Hire of “Welsh Star” (same as last year)	21	0	0
	J. Moody 29. 1. 6	99	7	6			20	0	0
Sept 6	A. Chandler 24. 8. 6								
	C. Newbolt 14. 7. 0								
” ”	” Cash received of Agisters for marking Commoners cattle to this time viz:—								
	A. Chandler 43.11. 6								
	J. Moody 24.11. 0								
	C. Evely 21. 3. 0								
	C. Newbolt 18.11. 0	107	16	6					
” ”	” Cash received of non-commoners for Licenses to this time viz					Balance	188	6	10
	Licenses 12. 6								
	Head Money 1. 0. 0								
	Marking fees 9. 0	2	1	6					
		£ 276	1	6			£ 276	1	6

[p.199]

The Agisters Chandler and Moody reported that the new Pounds erected in their Districts required to have the bottoms thereof gravelled. They were ordered to see this attended to at once the former under M^r Lovell’s supervision.

The Agister Newbolt paid over £3.14.0

This terminated the business of the Court.

X^d

E^d

[signed] *W Clement D. Esdaile*

[p.200]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 12th day of November 1888.

Present.

Colonel William Clement Drake Esdaile. (Deputy Chairman)

George Edward Briscoe Eyre Esquire.

Francis Frederick Lovell Esquire.

George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual Proclamation by the Crier.

It was resolved that the Deputy Chairman take the Chair in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk read a letter from the Official Verderer regretting his inability to attend the Court.

The Chairman stated that Lord Montagu was absent from England and that M^r Roy was prevented from being present through illness.

The Court then proceeded to hear and decide the cases presented for trial

Charles Evemy } Defendant was charged for that he on the 2nd November 1888 at Bratley
v } in the New Forest being a Commoner did unlawfully allow a Horse to
George Knowlton } depasture in the Forest without having caused such animal to be marked prior
to the 25th March last in accordance with the Bye Laws.

The Defendant pleaded Guilty and was fined 1/6 and 7/- costs. In this case the Defendant had already paid 10/- for Poundage.

[p.201]

Charles Evemy } Defendant was charged with a like offence on the 20th September last in
v } respect of Two Horses.
Samuel Barrow }

The Defendant pleaded not guilty.

Charles Evemy sworn saith I am an Agister of the New Forest. On the 20th September last I saw a Mare and a yearling colt depasturing in the Forest. The Colt was fresh tail marked. It had not been tail marked by an Agister. The Mare was branded but not tail marked. I enquired of the other Agisters if they had marked the animals for the Defendant. I marked the Mare in 1887 for the Defendant and knew it as his. The mark on the yearling Colt was an imitation of my tail mark but it had not been done by me or any one of the other Agisters. The Defendant refused to tell me

whether he had any other Ponies unmarked in the Forest. He said you know what I have got. This conversation took place on the 28th September when Defendant paid me for some colts of his that I had marked and which were in the Forest. I reminded [*sic*] him that his paying the Fees did not free him for anything else he had in the Forest.

Cross examined. You have paid for the Colts I have tail marked this year. The Mare does show a tail mark but not this years mark. You did not tell me that M^r Sparks had taken a little hair off the Colts tail and if [p.202] I was not satisfied you would drive it in again. I have not told you that the Mare was on the Forest as I had not seen it in the Forest until the 20th September. I did not say to M^r Wort that I should not have brought up this case if you had not gone against me in another case at Ringwood.

The Defendant was convicted and fined £2 (the full penalty) and 9/- costs. The fine and costs were paid.

Charles Evemy	}	Defendant was charged with a like offence on the 17 th and 26 th October last
v	}	and on other dates in respect of a Mare.
Henry Clapcott	}	

The defendant did not appear.

George Carpenter sworn. I am a Police Constable stationed at Burley. On Wednesday the 7th November I served a duplicate of the summons in this case personally on the Defendant.

Charles Evemy sworn. I am an Agister of the New Forest. On the 17th October near Boldrewood I saw a Brown Mare unmarked upon the Forest knowing her to belong to the Defendant as I had previously marked her in 1886 and 1887 for him. I wrote to him. He wrote acknowledging the letter and said he would have her marked in a few days. He had paid for two other ponies. I went also to see him before the 17th October at his house and saw his son. The mare was left out and not brought to me to mark. The mare is not now in the Forest. I believe it has been removed.

The Defendant was convicted and fined 4/- and 11/- costs. The fine and costs were paid.

The Verderers proceeded to settle the Register of Commoners to vote at an election of an Elective Verderer.

[p.203]

The applications on the subject were from the Hon. Evelyn Ashley successor of the Right Hon. Lord Mount Temple in respect of N^o 642, Wade Farm Eling. George Edward Briscoe Eyre Esquire in the place of the late M^r Eyre in respect of N^{os} 143, 144, 145, 146, 147, 148, 152, 153, 155, 156, 157, 159, 162, 163, 164, 170, 171, 173 and 175, Messuages &^c at Bramshaw and Minstead. Sir George E. Meyrick Tapps Gervis Meyrick Bart. in respect of N^o 386 Lands and Tenements in Brockenhurst and Holdenhurst Parishes. Henry Browning in respect of N^o 499, being a cottage at Eling Hill.

The Court admitted these claims.

An application was also made by M^r B.A. Macpherson in respect of a Dwellinghouse and 15 acres of land at Winsor but the Clerk informed the Court that he had been unable to trace this claim.

The names of one or two gentlemen who had died during the Year were expunged.

The Register was finally settled and signed and the Clerk was directed to have it copied and circulated as usual.

The Clerk read a letter from M^r J.P. Phillips of Penerley Farm Beaulieu as follows:—

Penerley Farm, Beaulieu,
12th Nov^r 1888

To the Court of Verderers
of the New Forest.

Gentlemen,

I hope you will pardon me for placing before you, what I think is very necessary (I am only a new comer in this part).

I would kindly call your attention to “Forest gates” they are so often left open & the stock wander away. I would suggest that a Cottage be built to each gate, the gate [p.204] kept fastened, and a small charge be made by the occupier of the Cottage for opening the Gate. I put in the Forest this summer (under M^r Chandler) 6 heifers & 2 steers. Four men were seeking them two days. They found four & two. The other two were found in Fawley Marsh by the side of Southampton Water, these had wandered there & were driven from the Village down to the Marsh a distance of two miles. The farmer never advertised them altho’ he had them in his Marsh a month & now claims for agistment.

Might I suggest that when Stock is placed in the Forest a full description & the marks should be sent to M^r Chandler etc., & any one pounding cattle should acquaint him giving the marks etc., this would be obviated by having the gates locked and some one living there.

The other suggestion is that “Bulls or Entire horses” should not be allowed in the New Forest. I have two heifers that are not 2 years old yet that have just had calves. The Heifers I fear will always be very small. They ran in the Forest last year.

If you will kindly give these two suggestions your consideration I should be extremely obliged.

And I am Gentlemen,
Your obedient Servant
John P. Phillips.

The Chairman informed M^r Phillips that the Verderers had no gates in the Forest but that all the existing gates were Manor Gates and he stated further that the letter should receive consideration.

The Clerk read a report from Agister Moody as follows:—

Woodlands, Eling.
18th October 1888.

Sir,

I beg to report that I yesterday impounded a Grey Mare [p.205] that was unmarked. She was subsequently owned by M^r F.J. Strange who paid 10/- the usual poundage fee. I marked the Mare for M^r Strange and he paid me the usual marking fee for same.

Yours faithfully,
John Moody.

G.F.W. Mortimer Esq.

M^r Strange was present and addressed the Court but as he was about to make a complaint against the Agister. The Chairman stopped him and requested him to put any complaint he desired to make into writing and forward it to the Clerk when steps would be taken to enquire into the subject matter thereof.

The Clerk read a letter from M^r R.G. Hargreaves as follows:—

Cuffnells, Lyndhurst
Oct^r 18 /88

My Lord,

At a Vestry of the Parish of Lyndhurst held this day, it was resolved that a copy of the resolutions passed at the meeting with regard to the projected tramway from Lyndhurst Road Station to Lyndhurst should be forwarded to the Verderers of the New Forest. I therefore subjoin them.

1st Proposed by W.F. Rawnsley Esq and seconded by Col. Macleay & carried by 17 votes to 0.

“That the plan for a tramway as at present proposed is not adequate & should be rejected.”

2nd Proposed by G.S. Coxwell Esq & carried by 12 votes to 4.

“that no public advantage would be gained by a tramway at present.”

Yours faithfully,
Reginald G. Hargreaves (Chairman)

[p.206]

The Court directed that it should lie on the Table.

The question of making the Forest a separate District for the purposes of the Contagious Diseases (Anls) Acts was left in the hands of the Chairman to instruct the Clerk upon.

M^r Lovell read the following Report as to the proposed purchase of young Stallions for the use of the Commoners Mares.

(Copy Report)

I suggest that the Verderers purchase out of Capital in their hands 25 selected suckers at £5 each; the total costs of which would amount to £125.

I estimate the annual charges as follows:—

Rent of 40 acres of very good grass land near an	}	
Agisters residence to be selected	}	40. 0. 0

Hay 12 tons cost of making for use at 5lbs per day } per pony for 7 months }	15. 0. 0
Oats 4lbs per day per pony for 4 months or 120 } days. Total Quarters 38 at 20/- per quarter }	<u>38. 0. 0</u>
Food only	93. 0. 0
Cost of supervision	15. 0. 0
Taxes	<u>25. 0. 0</u>
	£133. 0. 0
Renewal Fund. 6 ponies annually } Less value of some sold }	30. 0. 0
Interest on Capital expended	<u>6. 0. 0</u>
	<u>£169. 0. 0</u>

To meet this extra expense I suggest that the Commoners turning out Mares for breeding should be charged 5/- per head at present they pay 1/6 for marking and if covered by the Verderers Stallions 2/6 extra. Total 4/- [p.207] and for the extra advantage of the ponies running in the Forest I think they should be called on to pay an extra 1/- so that the expenses would be practically paid by the sums received.

On the Ponies being obtained all others to be excluded from the Forest.

I suggest that two years old would do well for the purposes. That the ponies run loose five months from May 15th to October 15th and that by this scheme the Capital may be realised at any moment.

The following are the advantages:-

1. Good sires.
2. Improving Dams.
3. More care and less starvation of Dams and produce.
4. Expense not greater than hiring 4 or 5.

The matter was fully discussed and the Report was ordered to be printed for circulation amongst the Commoners.

It was suggested that if the Commoners were sufficiently interested in the matter they should hold meetings throughout the Forest and appoint Committees to assist the Court to carry out the work in question.

The Clerk read his Report as to the cost of hiring of Stallions for last year <season> which was ordered to be entered on the minutes.

Copy same

<u>Katafelto.</u>		£. s. D	£. s. D
4 May	Railway fare from Dartmoor and wires	2.17. 1	
1 st June	Proportion of cost of printing cards	2. 6	
7 th June	Insurance	2. 0. 0	
9 th July	Veterinary Expenses	15. 6	
[p.208] 18 July	Railway fare to Tavistock	1.18. 0	
28 July	Hire	20. 0. 0	
	Extra Railway fare	11. 5	
23 Oct ^r	Chandler Keep & ^c (April 19 th to 23 rd July)	<u>12. 7. 3</u>	40.11. 9
 <u>Bampton Boy.</u>			
14 May	Railway & ^c Expenses	1. 0. 6	
1 June	Proportion of cost of printing cards	2. 6	
2 June	Railway fare & wires (2/6)	2.14. 2	
7 June	Insurance	2. 0. 0	
18 July	Railway fare to Tavistock	1.18. 0	
20 "	Hire	20. 0. 0	
	Extra Railway fare	11. 5	
23 October	Moody Keep & ^c (May 10 th to 23 rd July)	<u>9.11. 0</u>	37.17. 7
 <u>Fitz George.</u>			
1 st June	Proportion of cost of printing cards	2. 6	
7 th "	Insurance	2. 0. 0	
3 rd August	Hire	21. 0. 0	
23 rd Oct ^r	Newbolt Keep & ^c (17 th April to 23 rd July)	<u>11.17. 6</u>	35. 0. 0
 <u>Welsh Star.</u>			
1 st June	Proportion of cost of printing cards	2. 6	
7 th June	Insurance	2. 0. 0	
3 rd August	Hire	20. 0. 0	
23 rd October	Evemy Keep & ^c (15 th April to 23 rd July)	<u>12. 1. 6</u>	<u>34. 4. 0</u>
			<u>£147.13. 4</u>

The Clerk read his report as to the Cricket and Tennis [p.209] Grounds and also a letter from Miss Glyn which were ordered to be entered on the minutes.

Copy Report.

I beg to report that I have receive a Quit Rent of 2/6 from the Secretary's of the New Forest Cricket Club, the Colbury Cricket Club and the Bramshaw Cricket Club respectively in respect of the Forest Land &^c in their Clubs occupation and I have handed each of these gentlemen a receipt for these amounts for one years quit rent due the 29th Sept^r last. I have also received the sum of 5/- from M^{rs} Edmund Heathcote as one years quit rent due the same day in respect of a Tennis Lawn in her occupation at Fritham and I have handed her a receipt for same.

Miss Glyn's letter is brought forward herewith the quit rent payable by that Lady is the only outstanding one that I am aware of.

Dated this 12th November 1888

G.F.W. Mortimer

Copy Letter

Bramble Hill, Lyndhurst

October 7th 1888

Sir,

I beg to acknowledge the receipt of your letter of Oct 1st regarding the lawn tennis ground at Bramble Hill. This ground was made 5 years ago by the sanction of the Commissioner of Woods and Forests who gave us permission to use it and under the view of the proper Forest Officers.

Under these circumstances I am advised that no demand for payment of a rent can legally be made by any other body especially as no such payment has ever been made in any of the similar cases.

I have not the slightest desire to interfere with [p.210] any rights the Commoners may possess, therefore if the Verderers wish it, their servant can at any time remove the hurdles and walk across the ground.

Y^{rs} obliged,

Constance Glyn.

G.F.W. Mortimer Esq

A discussion was raised as to the right of the Court to charge a quit rent for the loss of the feed to the Commoners over the land enclosed by the Cricket and Tennis Clubs and upon Miss Glyns letter. Ultimately it was decided to instruct the Clerk to write to Miss Glyn informing her that other persons who are responsible for the management of Cricket Grounds or Tennis Grounds enclosed from the open lands of the Forest had paid such nominal acknowledgement as had been demanded by the Verderers on behalf of the Commoners and that the Court trusted that she would not refuse to adopt a similar course, the only alternative being that the fences round their Tennis Lawn would have to be removed.

M^r Lovell made a report on behalf of himself and M^r Esdaile as to the repairs to the bridges and stated that the following required repair:—

1. At Allum Green.
2. Warwickslade, one of which was near Birchen Hat
3. Fletchers Water.

He handed in M^r Roberts' report and specification which were directed to be entered on the Minutes.

Copy same.

Ashurst Lodge, Lyndhurst

8th November 1888.

Sir,

Enclosed herewith I beg to submit specifications [p.211] estimates and drawings of proposed new works and repairs to certain bridges in the New Forest for the Verderers.

The plan of the new Bridge for Ober cutting is designed for the site selected by yourself, a few feet below the old bridge, a site in my opinion well chosen, because owing to the widening of the stream at this point, the water is spread over a larger area, and in consequence its action upon the bridge in flood seasons would be less injurious than to a bridge of smaller span, similar to the existing one, which I am told suffered greatly from the first flood after its erection. Be this as it may, the force of the current through the narrow passage under the Bridge has washed an enormous hole and the supporting timbers are now quite undermined.

The higher level of the bed of the stream immediately above the proposed site would partly form the dam which would be necessary during the erection of the bridge and thus a considerable saving would be effected, while the site of the old bridge would be very costly to deal with, owing to the deep displacement of the bed, of which I have spoken.

Provision has been made in the specification and estimate for waterfalls as you desired. I think the first should be placed about 10 feet below the new bridge and the second 10 feet lower down the stream.

Provision has also been made for deepening and levelling the bed of the cutting for some distance above and below the bridge. Most of this work would have to be done before the erection of the bridge could be commenced.

With regard to the other bridges in question, namely two at Warwickslade and one at Allumgreen the repairs to them would be quite simple, they are set forth in the specification and do not, I think, require any explanation except in the case of one of the warwickslade bridges, known as Birchen hat passage, for which you desired to have an estimate for a concrete tube culvert.

[p.212]

Finding upon examination that this bridge could be repaired to stand for 3 or 4 years, at about half the cost of a culvert, I deemed it advisable to include it as for reparation, but I enclose also separate papers relating to the construction and expense of a culvert, and I suggest that such a culvert would in the end be cheaper than repairing the old bridge.

As to the cost of the proposed works, I beg to state that my estimates are based on the value of the Forest labour and materials, and that no provision has been made for superintendence, or profits.

A tradesman's estimate would probably be 25 percent higher.

I am, Sir,

Your obedient Servant

J.H. Roberts

F.F. Lovell Esq.

P.S. M^r Lascelles has instructed me that some of the timber requisite for the works could be obtained from a quantity now lying in Burley Old enclosure, but that, as special trees may be necessary to furnish suitable timbers for the Ober bridge, he would seek authority to cut some dead trees in a convenient locality on receipt from the Verderers of particulars of the proposed works, together with an application for the timber and gravel required for such works.

J.H.R.

Specification for the construction of a new Bridge at Ober, according to the annexed drawings, and for the reparation of two bridges at Warwickslade, and one other at Allum Green in the New Forest. Also estimates of the cost of the proposed works for the Verderers of the New Forest.

November 1888.

New Bridge at Ober.

Oak timbers. Sawing, framing, hauling and fixing.

[p.213]

<u>Supporting posts</u>	sq ^d 5'. 6" above ground	8'. 6" x 7" x 7". N ^o 16.
<u>Rail Posts.</u>	" 4'. 0" "	6'. 6" x 5" x 4". " 4.
	full length	4'. 6" x 5" x 4". " 4.
<u>Cross heads.</u>	sq ^d and notched for joists	16'. 0" x 7" x 7". " 2.
		12'. 0" x 7" x 5". " 2.
<u>Joists</u>	full length sq ^d	32'. 0" x 9" x 5". " 6.
	or if necessary to scarf }	
	23'. 3" x 9" x 5" N ^o 6 }	
	10'. 9" x 9" x 5" " 6 }	
<u>Struts to posts.</u>		3'. 0" x 5" x 3" " 2.
<u>Handrails.</u>	full length	35'. 0" x 4" x 3" " 2.
	or if necessary to scarf }	
	24'. 6" x 4" x 3" N ^o 2 }	
	13'. 0" x 4" x 3" " 2 }	
<u>Planking</u>	cover, lining and ends.	42'. 0" x 12" x 3"
<u>Gravel pieces</u>	weathered	12'. 0" x 6" x 4" N ^o 2.
		10'. 0" x 6" x 4" " 4.

Oak timbers – Hewing hauling and driving.

Supporting piles	sq ^d and pointed	6'. 0" x 5" x 5" N ^o 12.
Wing piles	"	6'. 0" x 4½" x 4½" " 50.
Plates or Sleepers hewn to receive posts		13'. 6" x 8" x 7" " 2.

Beech timbers – Hewing hauling and fixing.

<u>Sills</u> between supporting posts		1'. 6" x 7" x 7" N ^o 10.
---------------------------------------	--	-------------------------------------

Waterfalls. Trees squared two sides to be sunk in the bed of the watercourse, across the stream, and tailed both ends into the embankment, where directed to form waterfalls. The bed of the watercourse to strip down 9" at each fall. 25ft x 15" diam. N° 2.

[p.214]

<u>Ironwork.</u>	¾" screw bolts with heads and nuts	8" long	N° 12
	1⅛" " " "	18" " "	4
	Spikes and nails	about 1¼ cwt.	
	Straps to hand rails full length	2'. 6" x 1" x ⅛"	N° 8.

Excavation. Deepening widening and levelling the bed of the watercourse above and below the bridge, length about 40 yards, average width 7 yards average depth 9 inches.

The gravel arising from this work is to be deposited on the banks of the cutting, ready for carting away, and the soil excavated to be cast and spread on the Forest on either side.

Gravel. Carting and spreading on the bridge and the approaches about 5 yards unscreened red gravel and 10 yards of the best of the river gravel above named.

Removal of the old bridge. The cost of the taking up and removal of the old timbers would probably be covered by their value for firewood.

Repairs to bridge at Warwickslade.

Oak Posts sq ^d 4f above ground.	7' x 5" x 5"	N° 1.
" Planking	11'. 6" x 12" x 3"	N° 2.
" Gravel Pieces	14f run.	
Gravel	5 yards	
Nails.		

Repairs to bridge at Allum Green

Oak Joists	12'. 6" x 9" x 5"	N° 1.
" Crossheads	12'. 0" x 6" x 4"	N° 2.
" Planking	11'. 6" x 12'. 6" x 3"	
" Rails	13'. 0" x 3½" x 2½"	N° 1.
Gravel.	5 yards.	
Nails.		

[p.215]

Repairs to Birchen Hat bridge, Near Warwickslade

Oak Posts, squared 4f out of ground	7' x 5" x 5"	N° 4
" Handrails	15' x 4" x 3"	N° 2
" Planking	11'. 6" x 14" x 3"	
Gravel	5 yards.	
Nails.		

See also specification and estimate for a concrete tube culvert to replace the above timber bridge, if desired.

Estimates.

For Labour and Materials only calculated at New Forest rates of pay and valuation of materials. The timber and gravel to be supplied by the Crown, gratis.

	Gross Estimate	Value of Materials to be supplied by the Crown				Estimate Labour & Nails & ^c
		Rough Oak	Rough Beech	Gravel	Amount	
New Bridge at Ober	£ s D 62. 2. 6	c.ft d 405 @ 8	c.ft d 50 @ 6	c.yds [d] 15 @ 6	15. 2. 6	47. 0. 0
Repairs to Bridge at Warwickslade	3. 2. 6	15 @ 8		5 @ 6	0.12. 6	2.10. 0
Repairs to Bridge at Allum Green	9.19. 2	70 @ 8		5 @ 6	2. 9. 2	7.10. 0
Repairs to Bridge at Birchen Hat N ^r Warwickslade	7.18. 6	54 @ 8		5 @ 6	1.18. 6	6. 0. 0
	83. 2. 8	544 @ 8d	50 @ 6d	30 @ 6d	20. 2. 8	63. 0. 0

Birchen Hat Bridge Near Warwickslade in the New Forest

Specification and estimate for the removal of the old bridge and for substituting a Rock concrete tube culvert, according [p.216] to the drawing annexed.

Rock concrete tubes. 21" drain 1⁵/₈" thickness 16f run
Carriage of ditto from Railway.

Beech sleepers. 3' x 9" x 3" N^o 6.

Oak Headings cut to ends of tubes

Planks 12'. 6" x 12" x 3" N^o 2.
10'. 6" x 12" x 3" " 2.
8'. 6" x 12" x 3" " 2.

Oak Piles. 2'. 0" x 3" x 3" N^o 6.
6'. 0" x 5" x 4" " 4.
4'. 6" x 5" x 4" " 4.

Rail Posts. (oak) 6'. 6" x 5" x 4" " 4.

Rails (") 15'. 6" x 4" x 3" " 2.

Gravel pieces (") 16'. 0" x 9" x 3" " 2.

Gravel 5 Yards.

Nails and straps.

Laying tubes. Digging wheeling and ramming soil.

gross estimated cost	£12. 3. 2
Deduct Materials supplied gratis by the Crown viz:— oak 22 c.f @ 8 ^d £0.14.8 }	
<u>Beech</u> 16 c.f @ 6 ^d £0.8.0 <u>Gravel</u> 5 yards @ 6 ^d @ £0.2.6 }	<u>1. 5. 2</u>
Estimated Outlay	<u>£10.18. 0</u>

The Court resolved that the 3 Bridges last referred to in the Report should be repaired at the cost of £16, but that the repair of the other should be left over for the present.

[p.217]

The Agisters were directed to report twice a Year as to the condition of Bridges in their Districts.

The Clerk was directed to ask M^r Lascelles to have the sides of the Ditch of the Main open cutting running down Warwickslade from Christchurch road trimmed and cut, or to allow the Verderers to order such work to be done.

A discussion took place as to the excessive mortality amongst the animals turned out into the Forest in a totally unfit state to support themselves, and kept in the Forest during the Winter months.

The Agisters were ordered to Report at once if they found any Animals in the Forest suffering from such exposure or want of food with a view to steps being taken to prevent such practices.

The Chairman mentioned that several Pigs were in the Forest unrun and examined the Agisters on the subject.

The Court ordered them in future to report all pigs that they found in the Forest unrun and to inform the owners of such pigs that they had reported the fact to the Verderers.

The following dates were fixed for the Clerk to attend at Lyndhurst, Beaulieu and Fordingbridge.

Lyndhurst Monday January 7th 1889
Beaulieu Wednesday January 9th 1889
Fordingbridge Friday January 11th 1889.

The Court also fixed the following dates for holding Courts [p.218] of Swainmote and Attachment for the next year viz:—

January 21st at 11.30. March 4th at 11.30.
May 13th at 11.30. July 8th at 11.30. Nov 11th at 11.30.

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

Copy same.

1888		£	s	D	1888		£	s	D
	By Balance from last account	188	6	10	Sept 29	To M ^r Mortimer ¼'s Salary due this day	37	10	0
Sept 26	" Cash of C. Newbolt (Agister) for marking Commoners Cattle				" "	" Agisters ¼'s Salary due this day viz:—			
Oct 6	" one years quit rent of Rev ^d R. Bickerthwaite re Colbury Cricket Club	3	14	-		C. Newbolt 17.10. 0			
8	" Dividend on £4912.4.6 2¾ % consols		2	6		C. Evemy 17.10. 0			
		35				A. Chandler 17.10. 0			
25	" 1 years quit rent of M ^r W.M. Henbest re Bramshaw Cricket Club		18	5	Oct 23	J. Moody <u>17.10. 0</u>	70	0	0
30	" D ^o of Capt Maitland re New Forest Cricket Club		2	6		" C. Newbolt (Agister) expenses for keep of "Fitz George" from 17 th April to 23 rd July 1888	11	17	6
	" D ^o of M ^{rs} Heathcote for Tennis Lawn Bramshaw		2	6	" "	" C. Evemy (Agister) Keep of "Welsh Star" from 15 th April to 23 rd July 1888	12	1	6
			5	-	" "	" A. Chandler (Agister) Keep of "Katafelto" from 19 th April to 23 rd July 1888	12	7	3
					" "	" J. Moody (Agister) Keep of "Bampton Boy" from 10 May to 23 rd July 1888	9	11	-
						Balance	<u>75</u>	<u>4</u>	<u>6</u>
		£ 228	11	9			£ <u>228</u>	<u>11</u>	<u>9</u>

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The following Bills were produced and cheques were ordered to be drawn for same.

F.F. Lovell Esq (Drainage)	12. 0
Mess ^{rs} Bennett Bro ^s	3.11. 6
M ^r H. King	3.16. 0
M ^r T. Shin	6. 4. 0

A cheque was also ordered to be drawn for 20/- payable to the Deputy Surveyor in pursuance of Section 9 of the New Forest Act 1877.

The following Poundage Fees were paid over by the Agisters which they had received for impounding unmarked Cattle.

Moody (re Strange)	10. 0
Evemy (re Knowlton)	10. 0
Chandler (re Sparks)	10. 0
D ^o (re Wells (2))	1. 0. 0
Newbolt (re Whitehorne)	10. 0
D ^o (re Welsh)	10. 0

The Agisters paid over the following sums they had received for marking Commoners Cattle:—

Everymy	14. 0. 0
Newbolt	7. 2. 6
Moody	4. 8. 0
Chandler	3.10. 0

and for pannage

Moody	3. 0. 0
Everymy	2. 0. 4
Chandler	1. 6. 4
Newbolt	10. 4

This concluded the business of the Court.

X^d E^d

[signed] *Basing*

[p.220]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 21st day of January 1889.

Present.

The Right Honorable Lord Basing. Official Verderer.
Col. William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Merrick Esquire.

The Court was opened with the usual proclamation by the Crier.

The Minutes of the last Meeting were read and confirmed.

The Court proceeded to hear the cases for trial as follows:—

Alfred Chandler } Charged with committing a breach of the New Forest Swine Fever Order
v } 1888 by moving 3 Sows and 24 small pigs through the open lands of the
William Moores } New Forest which are subject to Pannage with a movement licence on the
the 21st November 1888 at Wootton in the New Forest.

The Defendant pleaded Guilty.

Fined Ten shillings and seven shillings and six pence costs which were paid.

[p.221]

Alfred Chandler } Charged with a like offence in respect of two Sows
v } and eleven pigs at the same time and place.
John Neale }

The Defendant pleaded Guilty.

Fined Ten shillings and seven shillings and six pence costs which were paid.

The Deputy Surveyor (the Hon. Gerald Lascelles) being present called the attention of the Court to the state of the Bridges at Warwick slade and Fletchers Water and requested that they might be at once repaired.

The Deputy Chairman on behalf of the Court presented the Report upon the repair of Bridges and stated that Bridges at Warwick slade and Allum Green were in course of repair but that the Bridge at Fletchers Water and the banks of the cutting had been washed away and a fresh Bridge would have

to be erected at another spot at considerable expense. The Court requested the Deputy Surveyor to meet the members of the Committee appointed to carry out the repairs to Bridges and Drains at Fletchers Water to decide as to the best position for the proposed New Bridge and further informed him that his presentation should have attention.

The Court then proceeded to take into consideration the question of the purchase of young Horse Colts and that of providing Stallions for the coming year and the memorials resolutions and letters received with reference to the circular issued by the Court on the subject.

Deputations from various parts of the Forest were present.

The subject was introduced to the notice of the Court by Col. Esdaile who was followed by each Verderer present.

The Official Verderer then addressed the Court and the Commoners present forming a Deputation to the Court and invited the spokesman [p.222] thereof to address the Court.

M^r W.J.C. Moens being selected as spokesman said that

[newspaper cutting with annotations and corrections]

Mr W.J.C. Moens said that as representing the parish of Boldre he had been requested by Mr. Strange, who represented the Fritham district, to express the views of the Commoners. They knew that the New Forest was furnished by the Crown not only for the sport and amusement <the finest playground in England of residents> of visitors and some of the <more> wealthy classes of England, but it was of far greater importance to Commoners, especially the poorer ones, to exercise their rights there, and by those rights maintain themselves and their families (hear, hear). A great many meetings had been held consequent on the Verderers' proposal, and a great number of persons were <now> present to testify to the feeling which existed that these rights must be safeguarded. The Commoners were alarmed at the proposed increase of fees when the Verderers' accounts showed that the fees were already too high (Mr. Esdaile: No, no; and voices "Yes, yes"). The proposal relative to the pony question was not only restrictive to Commoners' rights in wishing to prevent them turning out stallions, but it was injurious to them, inasmuch as it was proposed to increase the annual payment, <over> to the maximum amount of 2s. 6d., under the New Forest Act, 1877 (applause). One of the proposals in the Verderers' circular of December last was that no stallion ponies belonging to Commoners be allowed to run in the Forest. That would be detrimental to the interests of Commoners owning stallions and <they could not> it was difficult for them to agree to that proposal. The statement in the circular that there were only 400 breeding mares in the Forest – (Mr. Esdaile: No; proportion. I always considered there were 800), had given rise to a great deal of feeling and misrepresentation. Mr. Moens went on to refer to some figures as to receipts from marking, &c., the accuracy of which was questioned, and suggested that the items should be more distinctly shown. <He said that the surplus profits in 1887 derived from those receipts including the dividends from invested funds and excluding the expenses of the 4 stallions were £135 which amount represented an excess of fees beyond what was necessary for annual expenses. This amount & capitalised profits in past years should justly be expended for the benefit of Commoners. It would be satisfactory to know the exact invested amount representing the sale of forest land to the Railway Company to arrive at the capitalised amount of the said excess receipts.> He urged that the commoners should benefit from the sale of land to the Railway Company, because the sale detrimented them in some measure by taking away so much fee (applause). As far as he

could understand, and as representing the Commoners, it was most important that the breed of ponies in the Forest should not be over 13 hands; that it should be a hardy breed; and, in fact, if they could have the old Forest breed they could have none better (hear, and applause). They must have a race of ponies that would bear exposure and live out the whole winter. It would not do to keep the ponies in three months, because that would take away all the profit, and more (hear, and “More than the profit”). He thought it should be arranged that no breed should be introduced in the Forest of a class detrimental to the Commoners, either by the Verderers or the Commoners. In some cases, it could not be doubted, the Commoners had themselves introduced an unsuitable breed, for which they were very sorry (hear, hear). It was most desirable, for the benefit of the greatest number of Commoners, that the use of good and suitable stallions be available for nothing or at as low a charge as possible. So that the poorer class of Commoners should not be dependent upon the use of stallions whose owners charged £1, and 2s. 6d. for the groom. It was also desirable, in order to improve the breed, that there should be an annual show at Lyndhurst, for prizes to as high an amount as it was possible for the Verderers to give, for stallions of suitable breed (hear, hear), and that the prize winners should be bound to run in the Forest for the ensuing season, and this would afford stallions free of charge. The proposal to increase the head money to 5s. was considered unreasonable, and it was estimated there were 800 breeding mares in the Forest, which would increase the present receipts, which were now £135 in excess of expenditure, to £275. In regard to the scheme, while Mr. Lovell thought there was too much detail given, the Commoners thought there was not detail enough. They thought justly that from the information of the agisters the exact number of breeding mares, and, as for that, the exact number of stallions also, should be given (hear, hear). It was most satisfactory to the Commoners to hear Mr. Esdaile’s most fair remarks, and to hear from him as a Verderer, that he thought a committee of Commoners advisable. Mr. Lovell said the same thing, and, on behalf of the Commoners present, he (Mr. Moens) proposed that a committee of six or eight be formed to meet the Verderers <to discuss the Pony question & to consider a scheme to lay before the Commoners for their acceptance.> ~~in regard to the scheme.~~ He did not know if he was in order in doing this?

The Chairman said it was quite a new thing. They thought to secure a beneficial and good effect, and if the Commoners would agree there should be a committee, he thought it would meet the views of the Verderers.

Mr. Moens: I think that will meet the case. <I propose, therefore, that a Committee of six to eight Commoners be formed to meet the Verderers in order to discuss the Pony question & to consider a scheme to lay before the Commoners generally for their acceptance.>

Mr. Strange: I will second it.

Mr. Moens: That is most formal.

The Chairman: But we are not on two sides of the table.

Mr. Briscoe Eyre: Why not hold a meeting at the other end of the Court?

Mr. Moens then put the resolution to the vote, and it was unanimously agreed to by all the Commoners.

The Chairman: I think if you withdraw, and draw up a list of names, and put the facts before us, no doubt a meeting can be appointed.

Mr. Moens thanked the Verderers for their courtesy, and the Commoners then withdrew to the other end of the hall and held a meeting. Subsequently the following names were given in as forming the Commoners' committee:— Messrs. <W.>J.C. Moens and H. Phillips (Boldre), F.J. Strange and W. Dominey (Fritham), W. Morris <Mores> (~~Wootton~~) <Lymington>, G. Young (Burley), Isaac Sparks and H. Saunders (Brockenhurst), G. Burden and J. Biddlecombe (Beaulieu), J. Whitehorn and G. Goulding (Minestead), and Brambles (Avon).—Mr. Moens explained that when the meeting with the Verderers took place the number actually attending would probably be less than this.

Mr. Esdaile having explained a point in reference to the accounts mentioned by Mr. Moens, that gentleman again thanked the Verderers and the Commoners retired.

The remainder of the business was not of a public character.

[end of newspaper cutting]

The Official Verderer requested M^r Moens to hand to the Clerk or send to him by post a summary of the Statement he had submitted to the Court which he undertook to do.

The Deputation having thanked the Court withdrew.

The Clerk handed in the formal notice of the abandonment of the proposed Stone Point Railway and Pier authorised by the Swindon and Marlborough and Andover Railway Acts 1882 and 1883 by the Midland and South Western Junction Railway Company formerly the Swindon Marlborough and Andover Railway Company and Notice by the South Hampshire Railway and Pier Company of their intention to apply to Parliament to extend the time for the compulsory purchase of lands authorized by the above mentioned Acts.

The Clerk was directed to file the notices and return the Verderers in the [p.223] latter case as "Neuter".

The Clerk read the following communication from the Office of Woods Forests &^c and produced the plan therein referred to, also the former plans and correspondence on the subject.

(Copy Letter.)

Office of Woods &^c
Whitehall Place. S.W.
8th January 1889

N^o. 1796.

Sir,

I am directed by M^r Culley to refer to the official communication to you of the 19 October 1883 and to your reply of the 13th November 1883 relative to the proposal of the Commissioner of Woods to grant a license to the Crown tenant of Eyeworth Lodge to dam up a Stream and form a reservoir on the open Forest.

The matter was allowed to rest at that time at the desire of the tenants, but they now wish to renew their lease for a further term of 21 years, and to have a license to construct and maintain a reservoir during that period but in a somewhat different position to the one previously contemplated.

M^r Culley does not think that the alteration of the site will affect the views expressed by the Verderers on the former proposal but he directs me to enclose a plan showing the site of the

reservoir now suggested and he will be glad to know whether the Verderers have any observations to make in regard to it.

I am to ask the favour of an early reply.

I am, Sir,

Your obedient Servant

J. Russell Sowray

G.F.W. Mortimer Esq.

Clerk to the New Forest Verderers.

M^r Eyre handed in a letter from the Manager of the Eyeworth Powder Mills Company and explained that he had ascertained that the Company preferred on all grounds to make the Reservoir within the grounds of Eyeworth Lodge where there was a suitable site and that therefore he deprecated the precedent of [p.224] the occupation of open Forest land for private purposes when an alternative existed and that he had grave doubts whether there was any power to bind the Commoners rights.

(Copy Letter)

Eyeworth Lodge, Lyndhurst
Hants. Jan^y 19th 1889

Dear M^r Eyre,

With reference to your enquiry as to the proposal to dam up & flood the lower part of the valley just above the grounds of Eyeworth Lodge, to make a reservoir for the supply of our works my Directors do not wish unnecessarily to interfere with the open lands of the Forest & indeed they would prefer to make the Reservoir within the grounds of Eyeworth Lodge where there is a suitable site.

My Directors have asked the Crown for permission to make a Reservoir within their leasehold premises, but the Crown has refused and favours instead the outside Reservoir in the open Forest.

Yours truly

B.N.L. Griffiths.

The Official Verderer stated that in his view the Court was bound by its previous opinion as laid down in the correspondence which had been read. Other members of the Court concurring in this view. The Clerk was directed to communicate the decision of the Court to the Office of Woods Forests &^c as follows:—

(Copy Reply)

N^o 1796.

Clerks Office. Romsey
January 23rd 1889

Sir,

I am directed by the Official Verderer of the New Forest the Right Hon. Lord Basing and the Verderers of the New Forest present at a Court of Swainmote held at the Verderers Hall at the Queens House Lyndhurst on Monday the 21st January inst to inform you that your communication of the 8th January inst relative to the [p.225] proposal of the Commissioners of Woods &^c to grant a

license to the Crown tenant of Eyeworth Lodge to dam up a stream and form a Reservoir on the open Forest was duly laid before the Verderers at the said Court.

The Verderers desire me to state in reply to your enquiry that they adhere to the views expressed in the communication addressed to Sir Henry Loch on the 13th day of November 1883, and see no reason for raising any objection to the construction of the work in question which they note with satisfaction will in its present position offer better protection to the Chalybeate Spring known as Irons' Well referred to in the said communication.

I am Sir, Your obedient Servant,
G.F.W. Mortimer.
Clerk to the Verderers.

Geo. Culley Esq.
Office of Woods &^c.

The Clerk produced the Annual Statement of Accounts and Summary thereof which were ordered to be submitted to the Auditor as usual.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

Copy Statement.

1888	By Balance from last a/c	75	4	6	1888				
Nov 16	" Cash received of Agisters at Court on the 12 th inst. for marking Commoners cattle viz:				Nov 16	To paid Police Fees "Evemy v Knowlton"		1	6
	Evemy 14 0 0				" "	" D° D° "Evemy v Clapcott"		6	6
	Newbolt 7 2 6				" 17	" T. Shinn, Printing	6	4	-
	Moody 4 8 0				" 19	" H. King, Advertising	3	16	-
	Chandler 3 10 0	29	0	6					

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1888 Nov 16	By cash received of Agisters at Court on the 12 th inst for Pannage viz: Moody 3 0 0 Evey 2 0 4 Chandler 1 6 4 Newbolt <u>10 4</u>	6	17	-	1888 Nov 19	To Hon. G. Lascelles. Fence month & Winter Heyning	1	-	-
" "	" Cash received for Poundage fees in following cases, viz: Moody v Strange 10 0 Newbolt v Whitehorne 10 0 Newbolt v Welch 10 0 Chandler v Sparks 10 0 D° v Meeks 1 0 0 Evey v Knowlton <u>10 0</u>	3	10	-	Dec' 7	" Bennet Bro ^s . Advertising	3	11	6
Dec' 1	" Fine & Costs in case "Evey v Knowlton" Fine 1/6 Costs 7/-		8	6	Dec' 22	" F.F. Lovell Esq. Drainage		12	-
" 13	" D° in case "Evey v Barrow" viz fine £2 costs 9/-	2	9	-		" Mr Mortimer's ¼'s salary due Xmas /88	37	10	-
	" D° in case "Evey v Clapcott" fine 4/- costs 11/-		15	0		" Agisters D° viz: C. Newbolt 17 10 0 C. Evey 17 10 0 A. Chandler 17 10 0 J. Moody 17 10 0	70	-	-
	" Acknowledgment from M ^r Glyn "re Tennis Ground"		2	6		" C. Newbolt (Crier of Court)	1	10	-
	" Cash of A. Chandler for pannage to date	1	17	-					
	" D° of C. Evey D°	1	13	-					
	" D° of A. Chandler for marking Commoners cattle	2	-	-					
	" D° of C. Evey D°	3	4	-					

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1888 Dec' 13	Brought forward £					Brought forward £			
22	By cash of C. Newbolt for pannage to date	3	16	8		Balance	146	15	11
27	" D° for marking Comm ^{rs} cattle	1	4	-					
	" Poundage fee "Evey v Dent"		10	-					
	" Cash of Agisters for marking Commoners cattle to date viz: A. Chandler 2 4 6 C. Evey 15 0 J. Moody 4 9 0 C. Newbolt <u>19 0</u>	8	7	6					
	" Cash of Agisters for pannage to date viz C. Evey 3 0 J. Moody 4 1 4 C. Newbolt <u>3 12 0</u>	7	16	4					
1889 Jany 8	" Dividend on £4912.4.6 2¾ consols	35	18	5					
" 15	" Cash received of non-commoners at Lyndhurst yesterday for licensees viz Licenses 20 7 6 Head money 48 7 6 Marking fees 20 18 6	86	13	6					
	£	271	7	5		£	271	7	5

The Clerk produced his Report as to Licenses granted by him to non commoners at Lyndhurst on the 14 January instant which was ordered to be entered on the Minutes.

[p.228]

Copy Report.

I attended at the Queens House Lyndhurst on Monday last the 14th January 1889 from 11 o'clock in the morning until 5 in the afternoon and issued 164 Licenses in respect of 363 Animals for which I received Fees amounting in all to £86.13.6 three of these licenses were new ones. The attendance of the non commoners was small but the Agisters brought over 100 Licenses with them for renewal.

Last year 163 Licenses were granted at Lyndhurst Beaulieu and Fordingbridge in respect of 366 Animals and the Fees taken at those three places amounted to £87.7.0. From this will be seen the system adopted this year has been very satisfactory.

Dated this 21st day of January 1889.

The Clerk produced the firms account for the Year which was ordered to be circulated amongst the Verderers as usual.

The Clerk produced and read the following Report of the Deputy Chairman and M^r Roy as to making the Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts.

(Copy same)

Your Committee report that having considered the subject of making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts they are of opinion that no legislation can at present be asked for through the Privy Council since it can be obtained only after publication of the Gazette and Newspaper notices required by the standing orders of parliament and that it is now too late to give those notices.

Your Committee think that if any legislation on the subject be promoted it should not only embrace the whole of the New Forest within the perambulation thereof but following the precedent laid down in section 17 of the New Forest Act 1877 should include any parish or township which or any part of which is situate within such perambulation [p.229] and any Parish which would be left isolated outside the perambulation.

The following is a list of the parishes and townships the whole or part of which are within the perambulation namely Ashley Walk Township, Breamore Parish, Boldre Parish, Beaulieu Parish, Brockenhurst Parish, Burley Township, Broomy Township, Bramshaw parish, Denny Township, Ellingham Eling, Exbury, Fawley, Fordingbridge, Lyndhurst, Minstead, Milton, Rhinefield Township.

The following parishes would be isolated by the above arrangement but contiguous to the Forest namely Christchurch, Ringwood, Sopley, Hale, Downton, Dibden, Hythe.

The matter also involves financial arrangements which before they could be satisfactorily arranged would have to be considered in the interest of the County Ratepayers whose liabilities would be affected by the suggested change.

The convenience too of the Inhabitants of the Parishes and Townships which would be affected by the proposed alteration also requires careful consideration probably Lyndhurst would be found for

the greater part of the District, more central than the places to which the Inhabitants of those parishes and Townships have now to resort.

Your Committee therefore recommend that no steps be taken until after the County Council has been constituted and that the Court of Verderers should consider whether or not application should be made to the Council to appoint the Verderers as the local Authority under the Contagious Diseases (Animals) Acts not only for the Forest within the perambulation but also for all the Parishes and Townships any part of which are situate within such perambulation and for the few above mentioned isolated Parishes.

The Court resolved to adopt the Report.

On the question of meeting the Committee of Commoners above [p.230] appointed the Court decided to fix Tuesday the 12th Feby at 11.30 as the day and hour of meeting at their Hall in the Queens House provided M^r Moens' promised Statement was handed in or sent to the Clerk in time for circulation prior to that date.

An application from the Agisters for further remuneration in respect of extra work devolving upon them this year on the granting of non-Commoners Licenses and last year for the burial of dead animals and repairing Pounds was deferred for future consideration.

The Agister Evemy applied for compensation for injury to his Horse while driving a Horse to Pound which he had found at large in the Forest. He was directed to send in a written application giving details of the accident.

The Agister Evemy reported that some oak trees had been planted at Viney Ridge.

The Clerk was directed to supply each Verderer with as accurate an account as possible of the number of Stallions, Horses, Mares, and Cows belonging to Commoners which were at large in the Forest last year.

The following Bills were ordered to be passed for payment:—

C.L. Lordan & Co. (printing)	£3. 8. 0
Drake Driver & Leaver (Stationery & ^c)	£2. 4. 3

This concluded the business of the Court.

Ex^d

[signed] *W. Clement D. Esdaile*

[p.231] [printed matter]

At a Special Court of Swainmote and Attachment held at the Verderers Hall, in the Queen's House at Lyndhurst, on Tuesday the 12th day of February, 1889.

—:—:—

Present:—

Lt.-Col. William Clement Drake Esdaile, Deputy Chairman.

Francis Frederick Lovell, Esq.

George A.E.T.G. Meyrick, Esq.

—:—:—

The Court was opened with the usual Proclamation by the Crier.

It was resolved that the Deputy Chairman be Chairman in the absence of the Official Verderer.

The minutes of the last meeting so far as they related to the question of the improvement of the breed of Forest Ponies were read.

The Committee of Commoners which consisted of Messrs. Moens, Phillips, Strange, Dominey, Moores, Isaac Sparkes, Saunders, Burden, Biddlecombe, Whitehorne, Goulding, and Bramble, (Mr. Young being absent), were present, and the Deputy Chairman invited them to state their views upon the question for the consideration of which the Court had been specially convened.

Mr. Moens then proceeded to address the Court, he first referred to the financial position of the Court, and claimed as a principle that the amounts of excess receipts, over expenditure in past years should be expended for the benefit of Commoners according to section 38 of the New Forest Act, 1877, and that the interest or dividends of the capital sums representing Forest land sold should be used for general annual expenditure. The amount of £328 18 3 was stated to be the said excess receipts in the years 1884-1888, which was demurred to by the Court, and the following statement was handed in by the Clerk, showing the actual sums received, expended, and invested by the Verderers during the last ten years;

		CASH.			CONSOLS.		
		£.	s.	d.	£.	s.	d.
1882.							
April.	Half Dorchester Railway Fund Transferred						
8	Tilery Fund	244	0	0	3508	9	11
	Added from Interest on Dorchester Railway Fund	<u>48</u>	<u>12</u>	<u>0</u>	292	12	0
1885.							
March 16.	Added from Verderers Funds				194	5	0
1887.							
March 16.	From L. & S.-W. Railway Company	660	0	0			
	Interest on ditto	64	11	9			
	Added from Verderers Funds	<u>177</u>	<u>13</u>	<u>3</u>	902	5	0
1888.							
May 30.	Bonus on Conversion				12	5	0
					4909	16	11
					4912	4	6

Memo.—The sums capitalized from the Verderers Accounts from 1878 to 1888 (10 years) appears therefore to be £420 10. 3., but of this sum £48 12. 0. was from Interest on Dorchester Railway Fund as above, leaving a Balance of £371 18. 3. as taken from the actual yearly accounts of the Verderers.

The Clerk produced the following Statement of Animals at large in the Forest, which was ordered to be entered on the minutes.

*Return of total number of Animals roaming at large in the New Forest during the Year 1888,
compiled from the Agisters' Books and Register of Non-Commoners' Licenses.*

Description of Animals.	Number.	Classification.	Marking fee.		Fees paid.		
			s.	d.	£.	s.	d.
Horses (Commoners)	2790	64 Stallions 1260 Brood Mares, over 3 yrs. old 1466 Horses, Mares under 3 years old, and Colts	1	6	204	9	0
” (Non-Commoners)	134	Cannot classify	1	6	10	1	0
Cows (Commoners)	2137	Milch Cows and Heifers	1	0	106	17	0
” (Non-Commoners)	346	ditto	1	0	17	6	0
Donkeys (Commoners)	92	Male and Female	1	6	6	18	0
” (Non-Commoners)	22	Female	1	6	1	13	0
Pigs (Commoners)	1513	Pigs at Pannage	4		25	4	4
Sheep	33		2		–	5	6
	7067	<i>N.B.—Non-Commoners pay in addition to the Marking Fees 2/6 for each License, and 2/6 Head Money for each Animal licensed.</i>			£372	13	10

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Mr. Moens suggested that it would be necessary to have fresh Bye-laws in order to carry out the object in view, but the point was not further discussed as the Court doubted whether any new Bye-laws would be necessary. Mr. Moens then submitted the following recommendation of the Commoners Committee.

1.—That the present marking fee of 1/6, being a reasonable sum to pay for marking ponies, be continued, but that no increase to such marking fees be made.

2.—That the Verderers discontinue the practice of hiring Stallions, on the ground that the expense is great, their services unequal to the demand, and not of general benefit to the Commoners.

3.—That no Stallions should be purchased and turned out in the Forest by the Verderers, but that the Commoners should turn out their own Stallions after being passed and marked.

4.—That a careful system of inspection be adopted with the view of excluding bad Stallions from the Forest.

5.—That a system of prizes be adopted, say 6 prizes to 8 prizes in each District.

6.—That all Stallions, the property of Commoners, from 2 years up to 7 years be allowed to compete for same.

7.—That the prizes be given in respect of quality and age, a preference being given to age between 5 and 7 years.

8.—That the Stallions be divided into classes, consisting of 2 years old and 3 years old, 4 years old, and from 5 to 7 years old.

9.—That the highest prize be £5 in each class.

10.—That a Joint Committee of Verderers and Commoners be appointed to award the prizes.

11.—That the award of prizes be made at a meeting to be held at the latter end of March in each year, at Lyndhurst, to which all Stallions should be brought.

12.—That the payment of the prizes should be made in August upon the production of a certificate of an Agister, that the animal in respect of which the prize had been awarded had roamed at large in the Forest during the entire period between the 5th of May and the 1st of August.

13.—That the Forest be divided into four districts with a separate system of prizes for each.

14.—That not less than 100 Stallions were required for the Forest.

Mr. Moens stated that though the majority of the Commoners' Committee was opposed to any Stallions being kept in hand by the Agisters, it was considered by many of the smaller Commoners that this would be a great convenience and advantage to those who worked their brood mares, and if possible he hoped that it might be found possible to do so.

The Court was of opinion that a division of the prizes for each separate district would lead to confusion and difficulty. After discussion the Committee agreed that it would be better to have one system for the whole Forest.

Mr. Lovell suggested that instead of a few prizes being given the system of subsidising horses should be adopted so that the owners of all eligible Pony Stallions should receive some encouragement. This was fully discussed, and eventually on the suggestion of the Deputy Chairman it was agreed that instead of giving a few prizes, three classes of Stallions should be formed, namely—60 selected Stallions divided into 3 classes according to ages, consisting of 20 in each class; the owners of the first 20 to receive £4 a piece, the second twenty £2 a piece, and the third twenty £1 a piece, making an annual expenditure of £140, and that £5 should be given for a Champion Stallion in each of the Agisters districts, making altogether an annual expenditure of £160 a year.

It was considered that Non-Commoners should not be admitted to compete for the prizes.

It was resolved that the minutes of the conference between the Court and the Committee of Commoners be printed, and copies sent to the Members of the Commoners' Committee then present.

The Deputy Chairman then thanked the Committee for their attendance, and for their careful consideration of the recommendations laid by them before the Court, and he trusted that the conference would result in the adoption of a practicable scheme founded upon those recommendations as qualified by the discussion which had taken place.

Mr. Moens on behalf of the Committee of Commoners thanked the Court for the interest they had shown in the matter, and the endeavours they were making to improve the breed of Ponies.

[signed] *W. Clement D. Esdaile*

[p.233]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 4th day of March 1889.

Present.

Lieut. Col. William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that the Deputy Chairman be Chairman in the absence of the Official Verderer.

The Minutes of the last two Meetings were read and confirmed.

The Court proceeded to hear the following case for trial:—

Alfred Chandler	}	The Defendant was charged for that he on the 1 st February 1889 at
——— v ———	}	Hinchelsea in the New Forest not being one of the Commoners of the
Henry James Kitcher	}	said New Forest acting in his due exercise of his right or rights of of common in the said New Forest did cause or allow certain Animals to wit a Cow and a Calf belonging to him to depasture in the said New Forest without having previously obtained a License from the Verderers for such Animals to depasture.

The Defendant did not appear but the Defendants wife appeared on his behalf.

Police Constable Emm sworn, saith, I am a Police Constable stationed at Brockenhurst. I served a copy of the summons on Defendants wife at his residence on Thursday the 28th February last.

Alfred Chandler, sworn, saith, I am an Agister of the New Forest. On the [p.234] 7th January last I called on the Defendant and asked if he wanted his License renewed. His cow and calf was then in the Forest. He said yes. I told him to send his money and his old License to my place. I would get the License renewed. He said he would do so. I was there on the 1st February and saw the Cow and Calf in the Forest and called Defendants attention to it. He said he would send the money in a day or two. I told him I should report him.

The Court considered the case proved and the Deft. was fined 6/- and costs 11/-. The fine and costs were paid.

The Committee of Commoners which consisted of Mess^{rs} Moens, Phillips, Strange, Dominey, Moores, Isaac Sparkes, Saunders, Burden, Biddlecombe, Whitehorne, Goulding, Bramble and Young were present.

M^r Moens addressed the Court on the question of the desirability of at once starting the scheme referred to in the proceedings of the last Court for the improvement of the breed of Forest Ponies and not deferring it until next year. He stated that the Committee of Commoners had met and had requested him to ask the Verderers to alter N^o 11 of the Commoners resolutions submitted at the last Court by changing the word "March" into "April". He was further requested to state that the Commoners withdrew their objection to the introduction of new blood into the Forest. That they thought it was not desirable this year to press the Resolution <N^o 4> too far as if this was done there might be a scarcity of Stallions this year but that the amount to be expended in premiums in each class this year might be limited to any sum less than £160 to suit the emergencies of the case.

The Chairman addressed the Committee on the question of excluding two year olds from the Forest but all the members of the Committee stated that they were in favour of allowing them to roam at large and they considered Two year olds were preferable to three year olds.

M^r Moens suggested that a Committee of at least three Commoners should be appointed to act with the Verderers under Resolution 10. He also mentioned the question of Finance after a discussion in [p.235] which all the members of the Court took part, the Committee were requested to retire and choose their representatives on the joint Committee under Resolution 10 and to make their suggestions as to the day for the proposed show. On their returning into Court they suggested the names of Four gentlemen to act on the Committee viz: Mess^{rs} Strange, Saunders, Goulding and Moores and that the date should be on or about the 25th April. The Deputy Chairman stated that these recommendations should be taken into the consideration of the Court pointing out that no member of the Committee for adjudicating as to premium would be able to compete for such premiums.

He requested the Committee before they retired to give the Court the benefit of their opinion as to burning different parts of the Forest to improve the pasture.

The Agisters Reports on the subject were read as follows:—

Bank, Lyndhurst. 1st March 1889.

Sir,

I have only one place to report that requires burning this season – that is a place at Longwater in Ashurst Walk. I reported the same last year but the weather was so wet it was not done.

from Yours obediently
Charles Newbolt, Agister.

G.F.W. Mortimer, Esq.

Burley. February 21st 1889.

Sir,

I beg to report that I think about 2 acres each side of Harvest Slade bottom would be advisable to burn this season.

I remain Sir, Your obedient Servant
Charles Evemy, Agister.

G.F.W. Mortimer Esq.

[p.236]

Woodlands, Eling. Feb^y 24th 1889.

Dear Sir,

Burning is not required in my District this season.

Your obedient Servant
John Moody, Agister.

G.F.W. Mortimer Esq.

The Weirs, Brockenhurst. Feb^y 24th 1889.

Dear Sir,

I do not think any part of the South District requires burning this year.

I am Sir Yours obediently
A. Chandler, Agister.

G.F.W. Mortimer Esq.

The Deputy Surveyor of the New Forest being present addressed the Court on the subject and stated that he must decline to burn any portion of the Forest unless assistance was rendered by the Agisters and Commoners. It was agreed that in future a printed notice should be circulated in the District in which the burning was to take place fixing the time and place for the burning and inviting the attendance of the Commoners thereat. It being distinctly understood that if the Commoners did not assist the Agisters and Forest Keepers the burning would not take place.

The Deputy Chairman invited the Commoners to send to the Clerk any suggestions as to places in their District they thought would be benefitted by burning which the Court promised to take into consideration.

The Deputy Chairman then thanked the Committee for their attendance and M^f Moens on behalf of the Commoners expressed their satisfaction with the action taken by the Verderers at the last Court and their obligations to the Court for the manner in which the views & opinions of the Commoners had been considered.

The Committee then retired.

The Court then proceeded to take the further suggestions of the Commoners [p.237] and the subject generally into consideration and resolved:—

1. Having reference to the proceedings of the special Court of Swainmote held on the 12th day of February last the Court having heard the expressed wishes of the Commoners will not hire any entire ponies for the current year.
2. The Court is however of opinion that steps for the improvement of the breed of Forest ponies should at once be taken upon the basis then indicated namely the grant from the funds in the hands of the Verderers of premiums to the owners of entire ponies running continuously in the Forest during the breeding season and certified to be of special merit.

3. The Court is prepared to award premiums from £4 to £1 to such entire ponies as shall be certified to be of special merit and for this year to include two year old ponies.
4. The Court will require owners of ponies desirous of competing for premiums to send a notice to the Clerk upon a Form to be provided by the Court of their intention ten days before the day named for the award of premiums which day will be before the end of April and will also require that the ponies be sent to Lyndhurst on that day at such hour as may be fixed by the two Verderers hereafter mentioned.
5. The Court is of opinion that the premiums should be awarded by a Committee composed of Two Verderers, two Commoners not being Verderers and such other person or persons as the two Verderers hereafter mentioned shall think fit to add to the Committee assisted by a Veterinary Surgeon to be appointed by the same two Verderers.
6. M^r Lovell and M^r Meyrick shall be the two Verderers to serve on the last mentioned Committee and also shall be a Committee of the Verderers for the purpose of making and carrying out the necessary arrangements for the day of the award of premiums.

[p.238]

7. The Court is of opinion that no member of the Committee for making the awards should be a competitor for premiums.

The Verderers selected to serve on the joint Committee asked instructions from the Court on the following heads.

1. If there were not 60 ponies of sufficient merit to deserve a premium what they were to do.

They were instructed to give premiums only to such entire ponies as the Committee considered of such merit as to deserve premiums, and they were requested to report to the Court all entire ponies which they considered ought not for the sake of the breed to be allowed to roam in the Forest.

2. They were given power to expend any sum they considered requisite for the necessary preparations of the Show.

3. It was decided that all Animals passed at the Show should roam at large in the Forest without further inspection but that no other Stallion should be allowed in the Forest until it had been duly inspected and passed by a Verderer and marked by an Agister.

The Clerk was directed to inform the Agisters of this Resolution and to prepare the necessary form of the entries of the ponies and to communicate with M^r Lovell on the subject.

On the question what steps (if any) should be taken upon the Report adopted at the Court held on the 21st January last as to making the Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts. It was resolved to reappoint the Committee consisting of the Deputy Chairman and M^r Roy to further consider and take such action in the matter as they thought necessary.

[p.239]

The Court proceeded to consider the Committees Report as to the repairs to Bridges and Drains.
Copy M^r Roberts Report on matter.

Ashurst Lodge, Lyndhurst.
8th March 1889.

Dear Sir,

I have received your letter of yesterdays date together with the copy of specification and plans of the works upon bridges now in hand.

The Allum Green and Warwickslade Bridges have been repaired precisely in accordance with the specification and the estimates have not been exceeded.

The timbers for Birchen Hat Bridge have been prepared and are now being carted to the spot.

Ober Bridge, in the matter of preparation of the timbers is well in hand but the works of erecting must stand over until the water is lower.

I enclose estimates of completion of Allum Green and Warwickslade Bridges.

Yours faithfully
J.H. Roberts.

G.F.W. Mortimer Esq.

Copy Estimates.

I certify that the work of repairing Allum Green Bridge in the New Forest has been performed in a substantial & workmanlike manner and that the sum of £5.16.9 has been expended thereon.

J.H. Roberts.

To the Verderers of the New Forest.

8th March 1889.

I certify that the work of repairing Warwickslade bridge in the New Forest has been performed in a substantial and workmanlike manner and that the sum of £1.16.8 has been [p.240] expended thereon.

To the Verderers of the New Forest

8th March 1889

J.H. Roberts

It was resolved that the following Drains or cuttings made out of the Dorchester Railway Fund should be cleaned out namely Weirs Cutting Brockenhurst at a cost from £4 to £5 as well as Warwickslade cutting.

The Deputy Surveyor said that there could be no objection that the Verderers should direct the Alders to be cut on the slopes of this last mentioned Drain.

The applications received from the Agisters for remuneration in respect of extra work devolving upon them under the following headings were next considered.

1. Driving unmarked Animals to the Pound.
2. Burial of Dead Animals in the Forest.
3. Obtaining non commoners licenses for renewal.
4. Carrying out the recent Swine Fever Order.

The Court decided to allow no extra pay in respect of the work referred to in N^{os} 1 and 3 to allow 2/6 in respect of the extra labor for burying Dead Animals, to allow £2 each for the extra work under N^o 4.

The Bill brought in by the Agister Chandler for carting gravel to the Brockenhurst Pound was produced and ordered to be returned to him to be made out in the name of the person who did the work and to be certified by him if correct and also to be certified by M^r Lovell before payment of the same.

The Agister Moody asked permission to gravel the Pound at Fritham, leave was given to have the work carried out under the supervision of M^r Eyre.

[p.241]

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

(Copy Statement)

1889	By balance from last a/c	146	15	11	1889					
Jany 22 nd	" Fine & costs in case "Chandler v Moore" viz:- 10/- costs 7/6		17	6	Jany 21	To Lordan & Co. Printing	3	8	-	
" "	" Fine & costs in case "Chandler v Neale" viz:- Fine 10/- costs 7/6		17	6	" 22	" Police Fees viz:- Chandler v Moore 2/- D ^o v Neale 2/-		4	-	
" "	" Cash received of Non Comm ^s for Licenses to date viz:- Licenses 1 12 6 Head Money 3 17 6 Marking Fees <u>1 15 6</u>	7	5	6	" 25 Febry 1	" Drake & Co. Stationery & printing	2	4	3	
					" 6	" M ^r Mortimer. Agisters postages 1888	2	16	4	
						" W.G. Hall. Amount for erecting Pounds at Wood Fidley Bridge as per Contract 21/2/88	24	3	4	
						Balance	123	-	6	
		£	115	16	5		£	155	16	5

The Clerk produced the following Bill and a cheque for the same was ordered to be drawn viz^t Bennett Brothers £2. 19. 6.

The Clerks Firm's account for the past year amounting to £32.16.10 and £14.19.10 in respect of out of pockets paid on a/c of the Verderers was produced and passed.

The Clerk produced the following letter received from the Office of Woods and Forests and the reply sent thereto by order of the Official Verderer which was approved by the Court.

[p.242]

Office of Woods &^c
Whitehall Place. S.W.
23 February 1889.

N^o 256.

Sir,

Adverting to your letter of the 23rd ulto. relative to the proposal to grant a license to the Crown tenant of Eyeworth Lodge to form a reservoir on the open forest, near the Lodge, I am directed by M^r Culley to inform you that he finds it will be advisable to make the license for a term of 23 years instead of for 21 years; but he presumes this will not affect the views of the Verderers as expressed in your letter before referred to.

I am, Sir,
Your obedient Servant
J. Russell Sowray.

G.F.W. Mortimer Esq.
Clerk to the New Forest Verderers.

N^o 256.

Clerks Office, Romsey, Hampshire
28 February 1889

Sir,

I am directed by the Right Honorable Lord Basing the Official Verderer of the New Forest to acknowledge the receipt of your communication of the 23rd instant & in reply thereto to say that the extension of the term of the license which the Office of Woods &^c are about to grant the Tenant of Eyeworth Lodge from 21 to 23 years will not affect the views of the Verderers as expressed in their former communications.

I am Sir,
Your obedient Servant
G.F.W. Mortimer
Clerk to the Verderers

J. Russell Sowray Esq.
Office of Woods &^c

[p.243]

The Agisters attended and paid over the following sums for marking Commoners Cattle.

Alfred Chandler	£3. 2. 0
Charles Evemy	£1.19. 0
Charles Newbolt	£1. 0. 0

And for pannage money

Charles Evemy	£1. 6. 8
Charles Newbolt	9. 0

This terminated the business of the Court.

Ex^d

[signed] *W. Clement D. Esdaile*

[p.244]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Tuesday the 21st day of May 1889.

Present.

Lieutenant Colonel William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual proclamation by the Crier.

It was resolved that the Deputy Chairman be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Hon. Gerald Lascelles made application to the Court for the appointment of 17 Forest Keepers and Underkeepers as Special Constables in pursuance of 1 and 2 W^m IV C.41. for the purpose of detecting and apprehending if possible the offenders who committed felonious acts in the New Forest and he made the necessary deposition in accordance with the Act as follows:—

New Forest in } I Gerald William Lascelles of Lyndhurst in the New Forest in the New
the County of } Forest in the County of Southampton Deputy Surveyor of the said New
Southampton } Forest make oath and say as follows:—

[p.245]

1. That during the last nine years I have made application in the Spring of each year to the Court of Verderers to appoint the Forest Crown Keepers and Underkeepers as Special Constables for the preservation of the public peace and for the security of the property of Her Majesty in the said New Forest under an Act passed in the 1st and 2nd years of the reign of His late Majesty King William IV Chapter 41 in consequence of the numerous felonious acts which have been committed in the said New Forest whereby very serious injury has frequently arisen to the plantations and other property of Her Majesty situate in the said New Forest.
2. I have always supported my said applications to the Court of Verderers by an Affidavit giving the dates of a series of felonious acts of arson that have been committed in the said New Forest.
3. The Spring of the present Year has been of such an unparalleled wet character that no serious felonious act of arson has to my knowledge been committed in the said New Forest but in view of the probable state of the weather in July or August I have no doubt that such offences are very likely ere long to occur again as I have never during the last nine years known a year in which felonious fires of gorse and heath have not often been committed in the New Forest and I have no reason to suppose but that such offences will be committed this year of their office

4. The ordinary Constables for preserving the peace in the several Parishes and Townships within the perambulation of the said New Forest are not in my opinion sufficient in number for the detection and discovery of the offender or offenders for the preservation of the peace and for the security of the property of Her said Majesty within the said New Forest.

Sworn by the said Gerald William Lascelles before me }
at a Court of Swainmote holden at Lyndhurst in the } Gerald W. Lascelles
County of Southampton this 21st day of May 1889. }

[p.246]

The Court thereupon directed the following Forest Officers to be sworn in in the form prescribed by 1 and 2 W^m IV Cap.41 as Special Constables to act within the limits of the New Forest for 12 months next ensuing and they were sworn in accordingly:—

1. George Burnstead. Ashley Lodge, Fordingbridge. Keeper.
2. Frank Harrington. Minstead, Lyndhurst. Underkeeper.
3. Harry Coles. Holly Hatch Cottage, Broomy Township, Ringwood. Underkeeper.
4. Arthur Parnell. Frithamm, Lyndhurst. Underkeeper.
5. John Wilkins. Ironshill Lodge, Lyndhurst. Keeper.
6. George Gale the Elder. Church place Cottage, Totton. Underkeeper.
7. John Slightam. Wilverley Lodge, Wootton, Lymington. Keeper.
8. Samuel Gulliver. Burley, Ringwood. Underkeeper.
9. Charles Bessant. Holmsley, Ringwood. Underkeeper.
10. John Bumstead. Denny Lodge. Keeper.
11. Joseph Tuck. New Copse Cottage, Brockenhurst. Underkeeper.
12. Charles Thorn. Aldridge Hill Cottage, Rhinefield Township. Underkeeper.
13. Francis Lane. Boldrewood, Lyndhurst. Keeper.
14. John Gulliver. Norley Wood, Boldre. Underkeeper.
15. Charles Hurst. Linford Cottage, near Ringwood. Underkeeper.
16. George Gale the Younger. Dibden near Beaulieu. Underkeeper.
17. John Thorn. Fritham near Lyndhurst. Underkeeper.

The Clerk was directed to give the necessary notices to the Home Office and Lord Lieutenant of the County of their appointment.

The Court proceeded to her the following case for trial:—

Charles Evemy } Defendant was charged for that he on the 15th May 1889 at Shobley in the
v } New Forest not being one of the Commoners of the said New Forest acting in
John Brookes } his due exercise of his right or rights of Common in the said New Forest did
cause or allow a certain animal to wit a horse belonging to him to depasture in
the said New Forest without having previously obtained a License from the Verderers for such
animal to depasture.

The Defendant pleaded Guilty and was fined 3/- and 9/- costs.

The fine and costs were paid.

[p.247]

The Clerk read the following letter which had been forwarded to him by the Deputy Chairman.

(Copy same)

Burley. March 3.

Dear Mr Esdaile,

I am writing to you as a Verderer of the New Forest to ask permission for the Burley Cricket Club to erect a temporary fence round the Village Cricket ground on Burley Lawn. If you and the other Verderers can give us your permission we shall be obliged.

Yours truly

Edwin R.G. Wigram

The application contained in the said communication was granted on the terms usually adopted in such cases.

The Agister Chandler reported that a Cricket Club at Brockenhurst had fenced in the Cricket Ground near Brockenhurst with buck or gate hurdles about 24 yards square.

The Clerk was directed to see that they complied with the usual terms of the Court as to inclosures of this nature.

It was resolved that the Court delegate to the Deputy Chairman full authority to deal with all future applications of the above nature so as to save delay in dealing with them.

The question of the steps to be taken upon the Report adopted at the last Court as to making the Forest a separate District for the purposes of the Contagious Diseases Animals Act was next considered by the Court and was referred back to the Committee for a further Report on the subject.

The Report of the Committee as to repairs to Bridges and Drains was handed in by M^r Lovell namely that:—

[p.248]

At Allum Green a new Bridge had been erected.

At Beecham Hat a new Bridge had been erected.

At Warwick Slade the Bridge had been repaired.

At Ober the works were in progress.

The Crown had supplied good timber for these works which had been satisfactorily carried out.

The Court then proceeded to consider the Judges' Report relative to the recent show of Stallions competing for the premiums offered by the Verderers which was handed in by M^r Lovell as follows:—

[printed matter]

REPORT OF THE JUDGES

Upon the competition for Premiums offered for Pony Stallions
by the Court of Verderers, held at Lyndhurst,
on Tuesday, April 30, 1889.

— : —

JUDGES:

Messrs. LOVELL & MEYRICK representing the Verderers,
Messrs. SAUNDERS & STRANGE representing the Commoners,
Mr. T. BAIRD, of Somerley, fifth Judge.

Veterinary Surgeon:

Mr. T. B. GOODALL, Christchurch

— : —

The Court of Verderers has already informed itself that about 1800 Mares are turned annually into the Forest, and that about 100 Horses are required.

The total number exhibited amounted to	83
Rejected as unfit for Forest purposes	<u>5</u>
Total remaining	78

The Judges selected,

Class 1. – 4-year-olds, and upwards, £4 each	17 horses.
Class 2.-3 do. do. £2 ”	<u>14 ”</u>
Available for Forest use	<u>31 ”</u>
Class 3. – 2-year-olds, £1 each	19 horses.

The average height was about 12 hands, Maxim. 13.2, Minim. 11.1.

Several horses shown were in very inferior condition, and utterly unfit for Forest use.

THE JUDGES ARE OF OPINION:

1. – That a much larger number of Mature Horses is necessary.
2. – That increased height and power is advisable.
3. – That a change of blood would be beneficial.
4. – That these Shows should be continued annually.
5. – That all means should be taken to increase the number of good sires.
6. – That all sires turned into the Forest should be in good condition.
7. – That great care should be taken to exclude inferior horses.
8. – That 2-year-olds should be exhibited, and receive premiums, but that it would be better if they were not turned into the Forest.
9. – They are also of opinion that more premiums should be given in order to induce Commoners to keep a larger stock of good sires.

[p.249]

The Judges have the pleasure to announce that Mr. FABER, of Ampfield House, Romsey, has promised to give a Champion Cup of the value of £5, at next year's Show, to the owner of the best Forest Bred Pony Stallion of 3 years old, or upwards; and they hope another such Cup for Ponies of another breed may also be offered.

Signed, FRANCIS F. LOVELL,
GEORGE MEYRICK
JONATHAN T. BAIRD
HENRY SAUNDERS,
FREDK J. STRANGE.

— : —

OBJECTIONS.

No. 8. – I think they ought to be turned into the Forest. – H. SAUNDERS.

No. 8. – I also think they should be. – FREDK. J. STRANGE.

APPENDIX.

—————

Remarks by Mr. F. J. SRANGE.

I am perfectly in accord with the opinion of the Judges, upon all points, with the exception of the average height of Ponies shown, which I think may be very fairly put at 1.21, instead of 12 hands, thinking as I do, that the growing two-year-olds should not be considered.

I am also of opinion, that entire two-year-olds *should be turned into the Forest* for the reason, that certain it is, that those Commoners who own them, will now feed them better in the winter, with the hope of obtaining a prize the following year.

30th April, 1889.

Show of Forest Pony Stallions at Lyndhurst.

A better Show than might have been expected, considering that it was the first.

The Class for 4-year-olds and over was a fair one.

Three-year-olds were not so good.

Two-year-olds the best class of the day.

The points most wanting in the present breed of New Forest Ponies are – 1st, QUALITY; 2nd, HOCKS; 3rd, SHOULDERS.

For remedying these wants Stallions should be introduced having neat hard looking heads, very well shaped hocks, well laid shoulders, and good action.

Of course size is a desideratum, though whether the Forest keep will maintain the size in the produce is a question. Still, if the blood of a larger progenitor is there, the young stock inheriting it

will when put on better keep, be much more likely to grow large than those whose sires and dams were of a smaller breed. A very important point.

It would be a great advantage if prizes or other inducement could be offered for Stallions of merit, of Welsh, Exmoor, or other hardy breeds, of sufficient value, to make it worth while to import really good ones into the Forest.

J. P. BAIRD,
14th May, 1889.

Report of Mr. Goodall, M.R.C.V.S.

— : —

NEW FOREST PONIES.

— : —

Without having any desire to obtrude myself and my opinions into the deliberations of the Verderers and Commoners, I beg most respectfully to submit a few suggestions for their consideration with reference to the manner in which I consider the further deterioration of the breed of the New Forest Pony might be arrested, and those improved that are at present left to represent the strain.

[p.250]

Is it worth the effort? We might safely say that a *good Forest pony*, which is now, alas, a rare commodity, will hold its own, for endurance, weight for age and size, with any breed of horse in existence. I have known some few which have been perfect marvels: and with such blood and stamina as a basis to work upon, it is surely only necessary to remind the Commoners, and all interested in the subject, of a few facts that should be taken into consideration regarding the selection of their breeding stock, to induce them, it may be at a slight sacrifice in the prices of their young Stock for two or three years, to make a great effort, not only to rescue the breed from further deterioration; but to so raise the standard of the Ponies, that there shall be a demand for them in any market.

It can be done, and it rests with those interested to decide whether it *shall* be.

In-and-in breeding is a known fruitful source of weakness and deterioration, and if this is carried on through two or three generations, the progeny must suffer materially; there is no doubt this has taken place to a large extent in the New Forest. It would be best remedied by the importation of good Stallions of a hardy breed, from another locality, say Exmoors; or, failing this, an arrangement should be come to for changing the Stallions from one part of the Forest to another; i.e. a Stallion bred in the South part of the Forest should be mated with Mares bred in the North, and vice versa.

The offering of annual premiums for good Stallions must bear good results, and though at the late inaugural Show, premiums were given in many cases to animals that had no pretensions to excellence; the not withholding the Premiums at the first Show would demonstrate to the Owners of Stallions that the Verderers were in earnest. The undoubted superiority of the “two-year-olds,” as a Class, over the older Ponies, is a good augury, that if these premiums are continued annually, the Shows of the future will be of much greater excellence than the opening one.

I would submit for your consideration that for the future, or after next year, the higher premiums be given only to Ponies of four-years-old, and upwards; before this age, the horse is quite immature for Stock-getting, more particularly so on the hard, poor, rough keep of the New Forest.

At two and three years old, the Ponies are changing their “temporary” and developing their “permanent” molar teeth, and, except to the few who have made a close study of Equine dentition, it is incredible what a horse on hard, indigestible food must suffer from the effects of “toothing” at these ages; and in such surroundings as those of the New Forest, this alone would render them totally unfit to be relied on for breeding purposes. And when to this is added the fact of the *immaturity* of the horse at these ages, I think we should be justified in attributing as one of the primal causes of the deterioration of the breed, the pernicious practice of breeding from undeveloped Stock.

I would let it be known, then, that after next year, the highest premiums will be given *only* to matured Stallions of four-years-old, and upwards; but I think it would be advisable to continue to give small premiums for the young Stock, as an inducement for Owners to keep back good and promising colts for breeding purposes.

It may be said that if these young Stallions are turned out in the Forest they will cover Mares, I admit that they undoubtedly would if there was a scarcity of older ones; but given a sufficient supply of mature Stallions, it might be safely left with Nature to ensure that only the matured and vigorous ones shall propagate their kind.

Sparsely scattered as the older Stallions are at present, it is well known how they will drive the younger ones from the Mares, but they cannot be ubiquitous, and the younger ones will sometimes cover the outlying Mares. This would not be so if the older Stallions were in such numbers that each could guard his own herd.

I am of opinion that if this system of offering Premiums is continued for a few years there will be no lack of thoroughly good Stallions, and then it will behove the Judges to award the Premiums only to Animals of undoubted excellence.

As with the Stallions, so with the Mares, if you would have good, hard, well-developed, and enduring Stock, such as the Forest has produced in the past, the Mares should not be bred from *under four years of age* – they are not mature before this age, and their Molar teeth, like the Stallions are in that transition, and undeveloped stage, which, in such hard keep as the Forest, must render it most difficult for them to obtain a sufficient supply of nutriment from the food at their disposal, to nourish themselves and their offspring, and Stock bred from such Animals must have a tendency to weakness of constitution, or a lack of development of muscular and bony tissues, which renders them weakly, and prone to mis-shapement, and disease.

It would be advisable to weed out, at any price, a great deal of the useless trash that are at the present such an eye-sore to horsemen riding over the Forest, and in their place, by a very little sacrifice on the part of the Owners for two or three years, keep back some of the best shaped Fillies for Brood-Mares.

The question of size is a matter of opinion which should be left to those interested. I have heard it remarked that a good-looking small pony will sell better than a medium-looking larger one; but whatever a Commoner might believe in as a “hobby,” I do not think the higher Premiums should be given to any Stallion under thirteen hands.

[p.251]

The greatest faults in the *shape* of the present breed of the Ponies are their drooping Quarters, and *consequently* weak, sickle-shaped, cow-hocks. This should be remedied, and bred out, by paying special attention to these points in the selection of Stallions and Mares.

It would be a decided advantage to the future progeny, if the Stallions could be kept in paddocks, and fed, during the Winter months.

SUGGESTIONS FOR FUTURE SHOWS.

After the event, it is not difficult to point out defects in the management and conduct of the first Show, which may be easily remedied in the future:—

1. – The Stallions should be on the ground, and classified, at least two hours before the judging commences, and there should be spaces allotted for each class.
2. – There should be a Ring in which to parade the Ponies before the Judges, and inside which the Public should not be allowed. It is most difficult for the Judges to consult as to the merits of some particular Animal, with the Owner and Public within hearing of their remarks.
3. – Every Animal should have his number in large figures (at least two inches long), hung round the neck so as to be seen on the chest, the Judges might then refer to it without difficulty.
4. – There should be some kind of shelter for the Judges and Clerk, and the Clerk should make an entry of each number as it is awarded a Premium; these numbers, after the judging of each class, should be read over to, and checked by the Judges.
5. – The Stallions should be catalogued according to age, and classified in the list; this would save endless trouble and confusion to the Judges and their Assistants.
6. – Before the Premium is awarded to any Animal the Judges should be satisfied that he has no defects which would be hereditary, and that he is competent to get Stock.

THOS. B. GOODALL, M.R.C.V.S.,
Christchurch, Hants.

[end of printed matter]

The Clerk was directed to have the Judges' Report and other papers handed in printed for circulation amongst the Commoners.

The Court further considered that the Commoners remarks upon the Report and other documents should be invited.

M^r Eyre moved that a Vote of thanks be accorded to the Verderers who had acted as Judges and to the other Judges for their services and that a further vote of thanks be passed to M^r Goodall for his services and able report.

M^r Roy seconded the motion which was carried and duly acknowledged [p.252] by M^r Lovell.

It was resolved to forward to M^r Goodall a cheque for £3.3.0 for his services.

The Court then proceeded to discuss what steps (if any) should be taken relative to the proposed appointment of a Select Committee of the House of Commons to enquire into the administration of the Departments of Woods and Forests and Land Revenues of the Crown.

It was finally resolved that the Clerk write to the Treasury and request on behalf of the Court of Verderers, that if during the course of the proposed enquiry into the administration of the Department of Woods & Forests and Land Revenues of the Crown the subject of the New Forest is to be considered notice may be given to the Court of the same in order that the Verderers may have an opportunity of appearing before the Committee.

It was resolved that the date of the next Court be altered from the 8th July to the 22nd July and that due notice thereof be given to all parties concerned by the Clerk.

The Clerk produced and read a letter from the Rev^d J.W. Gunning as follows:—

East Boldre Vicarage.
Beaulieu, Hants.
May 13th 1889.

My dear Sir,

I see no abatement of the nuisance caused by male Donkeys being at large on the Forest. Yesterday we were shamefully annoyed by these Animals on our way to Church. No Lady can visit my house at this [p.253] time of year being shocked and annoyed by these creatures. Only a short time a woman driving one of these Animals was run away with in her cart. The cart was upset and she might have been killed. The brute saw others and wished to join them. My daughter cannot walk out or even look out of window without being annoyed by these disgusting sights for the owners always keep them near the Cottages in case they should stray away. If something is not done to stop the nuisance I must leave the place for no Lady can stay here and it is impossible to teach our School children decency or morality with such sights constantly before their eyes. I could tell you things which would make you shudder but of course I cannot speak of these things in a letter. I fear the Agisters like to keep in with people and often connive at their practices, in case of giving offence. At any rate whatever is the cause my house is surrounded with these Animals. They do not keep them for work and are unable to feed them so a miserable offspring is the result.

Yours truly,
J.W. Gunning.

The Agister Chandler's report on the subject having been given. The Court directed the Agisters to drive all Male Donkeys found in the Forest to Pound and to allow none in the Forest over two years of age.

The Clerk was directed to write and inform M^r Gunning of the Verderers orders on the subject.

It having been reported that some Bulls were in the Forest the Agister Chandler reported that he knew of three being in the Forest viz:— one belonging to M^r Percy, one to M^r Bush (9 months old) and one to a Crown tenant M^r Gosling.

With reference to M^r Gosling's Bull he had refused to mark [p.254] it and had not seen it out in the Forest since his refusal to do so. He was directed should he see it again in the Forest at once to report to the Chairman.

The Agisters were directed to bury all Glass found lying about in their districts.

The Agister Newbolt reported that about 200 yards at the top end of Allum Green cutting was in a very bad state several ponies had been bogged there.

He further reported that the Drainage from the New Forest Inn and M^r Hughes house went direct into this cutting and polluted the stream of water.

The matter was referred to the Committee on Bridges and Drains to attend to.

M^r Lovell reported that a Mansion was in course of erection at Rhinefield that there was no indication how the sewage was to be disposed of and he feared from what he had learnt it would be carried into the River.

The Clerk was directed to write to the Lessee of the land erecting the premises as follows:—

Clerks Office, Romsey.

Dear Sir,

As the Court of Verderers is charged with doing what it can towards the preservation of the purity of the Forest Streams, for drinking by the Commoners cattle, they think it desirable to ask you in making the drainage plans of your new house to be so kind as to bear in mind the necessity of avoiding the contamination of the Streams and indeed of any part of the surface of the open Forest and I am to ask if you will be so good as to inform [p.255] me for the use of the Court in what manner you propose to deal with the Sewage from your premises.

Yours faithfully

G.F.W. Mortimer

Clerk to the Verderers.

Munro Esq.

Lady Cross Lodge
Brockenhurst.

The Agister Moody reported that several Animals were roaming at large in his District unmarked and asked for orders what to do.

It was resolved that the Agisters when they see unmarked Animals in the Forest report at once to the Clerk who will give them orders as to driving the animals to Pound.

The following Bills were produced and cheques were ordered to be drawn for same:—

C.L. Lordan & Co.	£5. 9. 0
Drake Driver & Leaver	£2. 6. 0
A. Chandler	£2. 0. 0.
M ^r Goodall's Fee	£3. 3. 0

The following Report was handed in by the Agister Chandler.

The Weirs, Brockenhurst
May 19th 1889.

Dear Sir,

I beg to report that all the Agisters met at Woodfidley Bridge on Thursday the 16th and found the two ponies not tail marked I reported was not marked. We drove them to Brockenhurst, when we got them in we found one of them belonged to J. Ings of Brockenhurst which has been missed since September last & which was reported as lost with its mother which is still lost, the other belonged to a M^r Stride of Bartley & has also been reported as lost & it was thought that it was dead. We gave them to their owners.

[p.256]

I must also report that the Cricket Club has fenced in the Cricket Ground near Brockenhurst Bridge with buck or gate hurdles about 24 yards square.

Yours obediently
A. Chandler
Agister.

G.F.W. Mortimer Esq.

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

Copy same

1889.	By Balance from last a/c.	123	-	6	1889					
March 5	” Cash received of Non-Comm ^{rs} for Licenses to that date viz:- Licenses 1. 7. 6 Head Money 3. 7. 6 Marking Fees <u>1. 9. 6</u>	6	4	6	March 4	To Bennett Bro ^s for Advertising & printing	2	19	6	
”	” Cash received of Agisters at Court yesterday for marking Comm ^{rs} Cattle viz:- Chandler 3. 2. 0 Evemy 1.19. 0 Newbolt <u>1. 0. 0</u>	6	1	0		” C. Newbolt (Agister) viz:- Extra Allowance re Swine Fever 1888 £2. 0. 0 Burying dead animals 5 @ 2/6 <u>12. 6</u>	2	12	6	
”	” cash received of Agisters at Court yesterday for pannage viz:- Evemy 1. 6. 8 Newbolt <u>9. 0</u>	1	15	8		” C. Evemy (Agister) viz:- Extra Allowance re Swine Fever 1888 £2. 0. 0 Burying dead animals 7 @ 2/6 <u>17. 6</u>	2	17	6	
”	” Fine & costs in case “Chandler v Kitcher” viz Fine 6/- & costs 11/-		17	0		” A. Chandler (Agister) viz. Extra Allowance re Swine Fever 1888 £2. 0. 0 Burying dead animals 9 @ 2/6 <u>£1. 2. 6</u>	3	2	6	
April 8	” Dividend on £4912.4.6 2¼ Consols	35	18	5		” J. Moody (Agister) extra allowance re Swine Fever 1888	2	0	0	
May 9	” Cash of C. Evemy (Agister) for marking Comm ^{rs} Cattle to this date.	25	19	0		” Mess ^{rs} Tylee & Mortimer (out of pockets 1888)	14	19	10	
					5	” police fees in case Chandler v Kitcher		1	6	
					25	” G.F.W. Mortimer Esq. ¼’s salary to date	37	10	0	
						” Agisters D ^o	70	0	0	
					May 8	” Mess ^{rs} Tylee & Mortimer (Legal costs 1888)	32	16	10	
						Balance	30	15	11	
		£	199	16	1		£	199	16	1

[p.257]

The Agisters paid the following sums they had received for marking Commoners Cattle.

A. Chandler	£38. 7. 8
J. Moody	19.16. 0
C. Evemy	10. 0. 0
C. Newbolt	9.16. 0

and for pannage

C. Newbolt	4. 0
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This terminated the business of the Court.

X^d

[signed] W Clement D Esdaile

[p.258]

At a Court of Swainmote and Attachment held at the Verderers Hall Lyndhurst on Monday the 22nd day of July 1889.

Present.

Lieut. Col. William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire.
Lord Montagu.
William Gascoigne Roy Esquire.
George A.E.T.G. Meyrick Esq^{re}

The Court was opened by the Crier with the usual proclamation.

It was resolved that the Deputy Chairman be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Court proceeded to hear and adjudicate upon the following cases presented for trial.

Alfred Chandler	}	The Defendant was charged for that he on the 30 th May 1889 at Ober
— v —	}	Heath in the New Forest being a Commoner did unlawfully allow two
Col. Martin Powell	}	Donkeys to depasture in the Forest without having caused such animals to be marked prior to the 25 th March last in accordance with the Bye Laws.

The Defendant pleaded Not Guilty.

Alfred Chandler sworn:— I reside at the Weirs Brockenhurst and am an Agister of the New Forest. On the 30th May last in company with my fellow Agisters I found some Donkeys at Ober Heath and drove them to Pound and on the next day the Defendant came to the Pound and owned two of them and paid [p.259] the Poundage Fees for them and sent his man for them. I delivered them to his man who took them away. The Donkeys were unmarked and no fees had been paid for them. They were not marked last year but were not driven last year on account of the wet. I did not know whose Donkeys they were until after they were impounded and owned.

The Court after hearing Col. Powell's statement considered the case proved and fined him 6/- and 9/- costs.

The Fine and Costs were paid.

Alfred Chandler	}	The Defendant was charged with a like offence
— v —	}	on the same day in respect of two Donkeys.
John Drodge	}	

The Defendant pleaded Guilty and was ordered to pay the costs 7/2.

Alfred Chandler } Defendant was charged with a like offence
—— v —— } on the same date in respect of one Donkey.
John Kitcher }

The Defendant pleaded Guilty and was ordered to pay the costs 7/8.

Alfred Chandler } Defendant was charged with a like offence
—— v —— } on the same date in respect of one Donkey.
Michael Phillips }

The Defendant pleaded Guilty and was fined 1/6 and 7/4 costs.

Charles Every } Defendant was charged with a like offence on
—— v —— } the 9th July instant in respect of one horse.
Frederick J. Strange }

The Defendant pleaded Guilty but it transpired that the Animal in respect of which the Defendant had been summoned was an entire Animal and that he had been summoned under the wrong Bye Law. The case was therefore dismissed.

[p.260]

Charles Every } Defendant was charged with a like offence on the
—— v —— } 12th of March 1889 in respect of Six horned Cattle.
Elizabeth Anstie }

The Defendant pleaded Guilty and was fined 6/- & 7/7 costs.

Charles Every } Defendant was charged with a like offence on the
—— v —— } 12th of July instant in respect of Three horned Cattle.
Elizabeth Anstie }

The Defendant pleaded Guilty and was fined 6/- & 7/- costs.

John Moody } Defendant was charged with a like offence on
—— v —— } the 9th July instant in respect of nine horses.
John Chalk }

The Defendant pleaded Guilty and was fined £1.7.0 and 9/- costs and given two weeks in which to pay.

John Moody } Defendant was charged with a like offence on
— v — } the 18th June 1889 in respect of one horse.
Charles Sivier }

The Defendant pleaded Guilty and was fined 1/6 and 9/ costs.

John Moody } Defendant was charged with a like offence on
— v — } the 18th June 1889 in respect of four horses.
Henry Hayter }

The Defendant pleaded Guilty and was fined 6/- & 9/- costs.

The Chairman reported that the Fence round the Burley Cricket Ground had been removed.

The Clerk read the following Petition sent to him by M^r Isaac Sparks.

Copy.

We the undersigned being Commoners of the New Forest beg respectfully to petition the Verderers of the Forest to allow [p.261] Bulls (not exceeding 2 years old) to be turned out, and to be allowed to roam at large within the Forest:

John Morant J.P.
W.J.C. Moens
J. Steer Newman
Seymour A. Wood
Murden Radford
William Wheeler
Donald Knight
I. Sparks
and others

The petition having 200 Signatures attached.

M^r Isaac Sparks addressed the Court in support of the Petition as did M^r Knight and other Commoners.

The Court promised to take the subject of the Petition into consideration at the next Court but intimated that many Commoners were much adverse to Bulls being allowed to roam at large in the Forest.

The Clerk read the following communication received from the Clerk to the Committee of the House of Commons appointed to enquire into the administration of the Departments of Woods and Forests and Land Revenues of the Crown.

Copy.

House of Commons
Committee Office
12 July 1889

Sir,

In answer to your letter dated 28 May sent to the Secretary of the Treasury, I am directed by the Select Committee on Woods & Forests & Land Revenues of the Crown to inform you that nothing has been stated to the Committee affecting the Interests of the Verderers; if however you desire to offer [p.262] any evidence on their behalf I am to request you to send me the name and address of the witness you desire to send together with a statement of the evidence you propose to give.

I am Sir, Your obedient Servant
C. E. Austen Leigh

G.F.W. Mortimer Esq.
Clerks Office, Romsey.

He was directed to reply as follows:—

Clerks Office, Romsey.
26 July 1889

Sir,

At a Court of Swainmote and Attachment for the New Forest held at the Verderers Hall in the Queens House Lyndhurst on Monday the 22nd July inst. I was directed by the Verderers present to acknowledge the receipt of your communication of the 12th July inst written in reply to my letter of the 28 May last to the Secretary of the Treasury and forwarded from the Treasury Office to you on the 8th June last and to state that the Court notes that nothing has been stated to the Select Committee of the House of Commons on Woods Forests and Land Revenues of the Crown affecting the interests of the Verderers.

I was further directed to request that if during the further course of the enquiry anything should be stated affecting the interests of the Verderers they may at once be favoured with notice thereof.

I have the honor to be

Sir,

Your obedient Servant

G.F.W. Mortimer

Clerk to the Verderers.

C.E. Austen Leigh Esq.

Committee of the House of Commons.

[p.263]

Lord Montagu mentioned that the Chairman and he had been present in the Committee Room of the House of Commons during the time the Deputy Surveyor the Hon. Gerald Lascelles was giving his evidence and they were pleased to hear him state that he had nothing to say <against a complaint to make relative to the Verderers> which he considered very satisfactory and should be recorded on the Minutes of the Court.

On the question of the repairs to Bridges and Drains the Chairman stated that he regretted M^r Lovells absence but he begged to report that the works were progressing.

The Deputy Surveyor stated that his attention had been called to the works at Ober and he had suggested to M^r Roberts under whose charge they were progressing that a concrete wall was necessary at the side or wing of the Bridge for its protection and that M^r Roberts had reported this view to M^r Lovell who had ordered it to be placed.

The Clerk read the following reports from the Agisters Newbolt and Evely:-

Bank, Lyndhurst
4th July 1889

Sir,

I beg to report that the Telephone Company have erected three poles by the side of the Road on the Forest from Lyndhurst Road on to Lyndhurst and from there on to Allum Green in my District.

From your obedient Servant
Charles Newbolt
Agister.

G.F.W. Mortimer Esq.
Clerk to the Verderers.

[p.264]

Burley.
July 8th 1889

Sir,

I beg to report that the Telephone Company have put up a number of posts through the New Forest by the side of the Main Road leading from Southampton to Christchurch to the number of about 25 to a mile.

I beg to remain Sir,
Your obedient Servant
Charles Evely
Agister.

G.F.W. Mortimer Esq.

In answer to the Chairman the Deputy Surveyor stated that the Crown had given leave to the Telephone Company to erect the posts and wires in accordance with a line shown on a plan but no plan was submitted showing the position of each post and no stipulations had been made with the Company further than that the posts should be a certain distance from one another.

The Clerk was directed to write to the Secretary of the Company requiring payment to the Verderers on behalf of the Commoners of 20/- annually by way of a nominal acknowledgement of the right of the Commoners to the feed over the land now occupied by the posts or poles of the Company.

The Agister Chandler reported that the Brockenhurst Cricket Club had not removed the fence round their ground. The Clerk stated that he had written twice for 2/6 the usual annual payment made by Cricket Clubs by way of a nominal acknowledgement of the right of the Commoners to the feed over the land enclosed as a Cricket Ground at Brockenhurst but had received no reply to his letter. He was directed to write again and state that in the event of the acknowledgement not being at once paid the fencing would be removed.

[p.265]

The Clerk was directed to write M^r Strange and call upon him at once to get his Stallion in or he would be resummoned.

The Committee appointed to consider the question of making the Forest a separate District for the purposes of the Contagious Diseases Animals Acts were not prepared with their report. The Clerk was directed to summon them to a meeting at the end of August.

The Court considered next the question of the payments offered by the Verderers for the improvement of the breed of Forest Ponies. It was resolved to sell out sufficient Stock to produce £120 towards the payment of these premiums which amounted in all to £115 viz:—

1st Class 17 Stallions at £4= 68

2nd Class 14 Stallions at £2= 28

3rd Class 19 Stallions at £1= 19

The Clerk read the following letter received in reply to the one directed at the last Court to be sent to M^r Munro.

The reply was considered satisfactory and ordered to be entered upon the Minutes.

Copy

Rhinefield

Clerk of Works Office

May 20th 1889.

Dear Sir,

Your letter of the 28th inst to M^r Munro has been handed me to answer.

It is proposed to carry the Sewage drains into a Cesspool on the Site. This will be emptied when required care being taken to cause no offence to any one and by this means you will see we shall not interfere in any way [p.266] with the Streams or the Forest. The accompanying pencil tracing shows the position as regards the boundary. All the rain water from the House and outbuildings will be utilised on the site.

Yours faithfully

W. Cowley

G.F.W. Mortimer Esq.

The Clerk also read the following correspondence with Lord Basing the Official Verderer and the same was considered and ordered to be entered upon the Minutes.

Copy.

74 St. George's Square. S.W.
June 6/89

Dear Sir,

I enclose a letter from M^r Culley, which you can lay before the next Court. In conversation with him on the subject, I stated that the Verderers claimed no right whatever of permitting enclosures but that I understood the practise was not to interfere if a certain sum were paid by way of recognition of the Commoners right to the pasture.

Very faithfully yours
Basing

G.F.W. Mortimer Esq.

Office of Woods, &c. Whitehall Place S.W.
4 June 1889.

865

My Lord,

I have been informed that at a Court of Swainmote held at Lyndhurst on the 21st ultimo permission was given to the Burley Cricket Club to enclose a piece of the waste of the New Forest at Burley, and that a Resolution was passed giving the Chairman power to grant similar applications in future without coming to the Court for authority. I need hardly point out to your Lordship [p.267] that the Verderers have no power either to grant themselves or to authorize their Chairman to grant permission to any one to enclose portions of the waste of the New Forest which belongs to the Crown, subject to certain rights of the Commoners thereover, and is under the management of this Department.

I have the honor to be
Your Lordship's most obedient Servant
Geo. Culley.

The Right Honorable
Lord Basing

The Clerk was directed at the close of the Year to have the Bye Laws printed as Posters and placarded through the Forest.

A cheque was ordered to be drawn and sent to M^r F.F. Lovell for 6/6 the amount he had paid for the attendance of extra Police on the occasion of the Pony Show held at Lyndhurst.

The Clerk reported that the Agisters, last week, attended at Romsey and paid over the following sums for marking Commoners Cattle viz^t:-

John Moody . . .	38. 1. 6
Charles Evemy . . .	22. 2. 0
Alfred Chandler . . .	18. 8. 6
Charles Newbolt . . .	11.19. 6

and the poundage Fees in the following cases viz^t:-

Moody v Sivier	10. 0
Chandler v Kitcher	10. 0
D ^o v Drodge	2. 0. 0
D ^o v Phillips	10. 0
D ^o v Martin Powell	1. 0. 0
D ^o v Preston	1. 0. 0

[p.268]

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

1889					1889				
	£	s	D		£	s	D		
1889				1889					
May 22	By Balance from last a/c	30	15	11	May 22	To paid Police fees in case "Evemy v Brooks"		3	6
	" cash received of Non-Comm ^s for Licenses up to this date viz:-					" A. Chandler (Brockenhurst Pound)	2	0	0
	Licenses £2. 5. 0					" Drake & Co (Stationery)	2	6	0
	Head Money £3.17. 6					" Lordan & Co (D ^o)	5	9	0
	Marking Fees £1.17. 6	8	0	0		" Goodall (Fees for attending Pony Show)	3	3	0
" "	" Fine & costs in case "Evemy v Brooks" viz Fine 3/- costs 9/-		12	0	" 24	" Mr Mortimer ¼'s salary to this day	37	10	0
" "	" cash received of Agisters at Court yesterday for marking Comm ^s cattle to this date viz:					" Agisters Salaries to this day viz.			
	A. Chandler £38. 7. 8					Cha ^s Newbolt £17.10. 0			
	J. Moody £19.16. 0					Cha ^s Evemy £17.10. 0			
	C. Evemy £10. 0. 0					Alf ^d Chandler £17.10. 0			
	C. Newbolt £ 9.16. 0	77	19	8		Jn ^o Moody £17.10. 0	70	0	0
" "	" Cash of Newbolt (Agister) for pannage		4	0	July 18	" A. Chandler (Agister) expenses of keep of Donkeys sold	3	19	6
" "	" amount received for catalogues at Pony Show		10	6		Balance	125	8	0
June 11	" cash wrongly charged by P.C. in case "Evemy v Brooks"		1	4					
July 1	" Dividend on £4912.4.6 2¼ consols	32	18	7					
" 18	" cash received of Agisters for marking Comm ^s Cattle to date viz:								
	C. Newbolt £11.19. 6								
	C. Evemy £22. 2. 0								
	A. Chandler £18. 8. 6								
	J. Moody £38. 1. 6	90	11	6					
	" Poundage fees viz. Chandler v Kitcher 9/- D ^o v Droge [sic] £2								
	D ^o v Phillips 10/- D ^o v Powell £1/-								
	D ^o v Preston £1/-	5	0	0					
	" Sale of 4 Donkeys impounded (Chandler)	2	15	6					
	" Poundage Fee "Moody v Sivier"		10	0					
		£ 249	19	0			£ 249	19	0

[p.269]

This terminated the business of the Court.

X^d

[signed] *W Clement D Esdaile*

[p.270]

At a Court of Swainmote and Attachment held at the Verderers Hall Lyndhurst on Monday the 11th day of November 1889.

Present.

Lieut. Col. William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire.
Lord Montagu.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esq^{re}

The Court was opened by the Crier with the usual Proclamation.

It was resolved that the Deputy Chairman be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Court proceeded to hear and adjudicate upon the following cases presented for Trial:—

Charles Newbolt } The Defendant was charged for that he on the 16th July 1889 at
—— v —— } Pond Head Irons Hill Walk in the New Forest being a Commoner
John Whitehorne } did unlawfully allow one Donkey to depasture in the Forest
[p.271] without having caused such Animal to be marked prior to the 25th
March last in accordance with the Bye Laws.

The Defendant pleaded Guilty and was fined 1/6 and costs 7/-. The Fine and costs were paid.

Charles Newbolt } The Defendant was charged for that he on the same date at Dunnings
—— v —— } Arch, Irons Hill Walk in the New Forest not being one of the Commoners
John MacPherson } did allow Two Donkeys to depasture in the Forest without having
previously obtained a license in Accordance with the Bye Laws.

The Defendant did not appear.

A letter purporting to come from the Defendant and addressed to the Verderers was handed in acknowledging the offence and that he was willing to pay the fine.

Edward Payne sworn:— I am a Police Sergeant stationed at Lyndhurst. I served the Defendant with a copy of the summons on the 6th November 1889. I had seen the Defendant and he asked me to leave it at his residence.

Charles Newbolt sworn:— proved the finding of the Donkeys unmarked in the Forest on the 16th July 1889 and that the Defendant had no licenses in respect of them.

The Defendant was fined 3/- and costs 11/-. The Fine & costs were paid.

Charles Newbolt } The Defendant was charged with a like offence
—— v —— } as the last Defendant in respect of one Donkey.
Oliver Eyres alias Ayres }

The Defendant's wife appeared.

George Collis sworn:— I am a Police Constable stationed at Cadnam. I served a copy of this summons on the Defendant personally on the 6th November instant.

[p.272]

Charles Newbolt sworn saith, I am an Agister of the New Forest. On the 16th of July last I was at Hanger Corner. I found Eyre's Tent and his Male Donkey depasturing in the Forest. He is a non-commoner not having a license. I asked him if the Donkey belonged to him and he said "yes". The Donkey was fettered in the front legs.

The Defendant was fined 1/- and costs 9/4, 4/- additional costs being remitted. The Fine and costs were not paid. The Defendant being given one week to pay.

Charles Newbolt } Defendant was charged for that he on the 16th July 1889 at the parish of Eling
—— v —— } in the New Forest did unlawfully suffer a stallion Donkey to roam at large in
Charles Smith } the Forest without having been inspected and marked by some person
appointed by the Verderers in that behalf.

The Defendant pleaded Guilty and was fined 1/6 and costs 7/-. The Fine and costs were paid.

Charles Newbolt } Defendant was charged with a like offence (non commoner)
—— v —— } in respect of two Donkeys.
John Broomfield }

The Defendant's wife appeared and the Court accepted her plea of guilty on the Defendant's behalf.

The Defendant was fined 3/- and costs 7/- and was allowed a week in which to pay the same.

Charles Newbolt } Defendant was charged with a like offence (Commoner)
—— v —— } in respect of two Donkeys.
Thomas Biddlecombe }

He pleaded Guilty and was fined 1/6 & costs 7/-. The Fine & costs were paid.

[p.273]

The Verderers proceeded to settle the Register of Commoners entitled to vote at an election of an Elective Verderer.

The applications to be placed on the Register were from the Rev^d Frederick Hermann Bowden Smith in respect of part 277, William Welland in respect of N^o 1301, John Jefferys in respect of 568 and 1080, William Burrough Hill in respect of part of 284, George Stares in respect of N^o 599 and J. Steer Newman in respect of 284.

The Court admitted the claims.

The Register was finally settled and signed, and the Clerk was directed to have it copied and circulated as usual.

The Clerk read a letter from M^r J. Steer Newman and the Agister Chandlers Report as follows:—

Ober, Brockenhurst, Hants.
Oct. 5th. 1889.

G. Mortimer Esq.

Sir,

Some three weeks ago I brought a young Donkey which I turned out in one of my fields; during my absence from home he got out into the Forest & was immediately pounded as he was not tail marked, and kept in pound two days, and although Chandler knew perfectly well whose Donkey it was, yet he did not inform me or my foreman of the fact that it was impounded. Had I wished to turn him to Forest I should have endeavoured to have had him tail marked, but tail marking is done here with difficulty and I have been put to great expense and trouble to get my things marked at all.

In the first place the Agister arranges a day to come and mark them. I take men and horses and get everything in (two days work) but no agister comes. In the evening he sends his boy to say he will come that day week & so on for nearly a month.

[p.274]

I think this state of things needs rectifying. Your employees are apt to grow a little too large for their clothes. But the case of the Donkey seems hard as I often get my field full of Forest stock, which do considerable damage, but I have no redress moreover considering the affair was a pure accident & the trespass so insignificant, I wish to have this laid before the next Verderers Court whenever it is convenient for them to hold their next.

Yours faithfully
J. Steer Newman

The Weirs, Brockenhurst
9th October 1889.

Dear Sir,

In answer to the complaint laid against me by M^r Newman of Ober Farm I beg to state that with regard to the Donkey I first saw it in the Forest on the 17th and again the 18th of September near Hinchelsea and we Agisters had arranged to meet at Brockenhurst Bridge on the 20th and did so and we found this Donkey in the Knowle. I can assure you I had not the least thought it was M^r

Newman's 'till a man I had employed to get up my potatoes said it was he thought M^r Newmans. This was on the 23rd. I at once went to Ober Farm and informed his man, as he was not at home and he thought more than likely it was theirs. To my knowledge no one came to see the Donkey until the Foreman had written to M^r Newman to know what he had better do. I think quite likely M^r Newman's men must have known that the Donkey was impounded as the foreman lives quite opposite and two other men live close by. I should have thought one of them might have called and told me or asked me if I had seen their Donkey as it was in the Forest quite a week. With regard to M^r Newman getting his marking done I must admit I did not wait upon him on the first appointment which was the 26th of March, the reason being that a party of [p.275] Commoners met me at Brockenhurst to go into the Enclosure to get out 3 or 4 poneys which we could not find before as the time for marking poneys was up and it was late before we got back and as M^r Newman employed a boy to mind his cows every day in the Forest I thought the next week would do quite as well. I went to Ober Farm the next week in the morning, the cows were turned out to Forest by appointment. I went to Ober Farm again on the 25th of April and that day the boy who was sent out with the Cows had lost them and M^r Newman sent one of his men on horseback and fetched the Cows & heifers from the Forest while I waited. This was in the evening.

I can assure you Sir I have called upon M^r Newman this year to get his pen Cattle marked at least 12 times.

Trusting this explanation will be satisfactory
I beg to remain Yours obediently
A Chandler
Agister

G.F.W. Mortimer Esq.
Romsey

M^r Newman addressed the Court in support of his allegation against the Agister Chandler but was unprepared to prove that Chandler knew the Donkey was his and admitted that it had only been in his possession two days.

The Chairman having addressed him from the nature of the charge he had brought and his utter inability to establish it. The Court found that the allegation made by M^r Newman against the Agister Chandler was unfounded.

The Clerk read a letter he had received from the Deputy Surveyor of the New Forest as to Goats depasturing in the Forest and the Agister Newbolts Report thereon as follows:-

[p.276]

Queens House, Lyndhurst
August 20th /89

Dear Sir,

Certain Commoners living at Bank have been for some time in the habit of turning out Goats to pasture in the Forest, in that vicinity. I have not, up to the present, taken any steps in the matter beyond cautioning them through the keeper that the practice was illegal, and for a time the goats were kept in. I now have received various complaints of the mischief done to hedges &^c by the turning out of these goats again but as it is a matter which seems to lie within the jurisdiction of the Verderers, I should be glad to learn at your early convenience whether they propose to deal with

the case or not. It is impossible but that the Marksman at Bank must know all the circumstances and probably has reported to you.

I am, Yours truly
Gerald Lascelles

G. Mortimer Esq.

Bank, Lyndhurst
August 22 1889

Sir,

I beg to report that two Goats have been running in the Forest at Bank, one belonging to John Wiltshire the other to George Legg. I have seen others running in the Forest as well in the neighbourhood of Brook. I never heard of any complaint about them before.

From Your obedient Servant
Cha^sNewbolt. Agister.

The Court ordered the Agisters to see that Goats did not in future depasture in the Forest except those that had a Right to be there.

[p.277]

The Clerk read the following letters from Mess^{rs} Candy and Candy containing a complaint as to Timber lying about Goose Green and other places and the Agisters Reports thereon as follows:—

71 High Street, Southampton
26th Aug^t 1889.

Dear Sir,

We are instructed by our Client M^r John Maxwell of Annesley Bank in Lyndhurst to draw your attention (as Clerk to the Verderers Court) to the condition of “Goose Green” near Lyndhurst. Our client complains that the deposit of timber &^c on the Greensward prevents cattle feeding, or children playing on that spot & that the ground is in fact used as a timber yard without being paid for as such. Kindly bring the matter before the Verderers at your early convenience.

Yours faithfully
Candy & Candy

G.F.W. Mortimer Esq
Sol^r Romsey.

71 High St. Southampton
2nd Sept. 1889.

Dear Sir,

Encroachments on Common Lands in New Forest.

We are obliged by your letter in which you promise to bring the alleged encroachment at Goose Green (Read occupier) before the Verderers. We are now instructed by M^r Maxwell to make a similar complaint in respect to Swan Green (Scammell) & Pikes Hill Green (Gale). On these as

well as on Goose Green all sorts of Builders materials are thrown to the injury of the grass & therefore to the loss of the Commoners.

We are Dear Sir, Yours faithfully
Candy & Candy

G.F.W. Mortimer Esq

[p.278]

Bank, Lyndhurst. August 29th 1889

Sir,

The complaint that M^r Maxwell writes about is at M^r George Ashford's Builder, Goose Green, Lyndhurst. He has a small quantity of timber laying on the Green near his shop. There are others that use the Forest in the same way. They all buy timber from the Forest and think they have a right to lay it there for their use.

Your obedient Servant
Cha^s Newbolt. Agister.

G.F.W. Mortimer Esq.

The Weirs, Brockenhurst. 8th Sept 1889

Dear Sir,

In answer to your letter respecting Timber or other material lying about the South District the only timber I know of is M^r Lunn's of Brockenhurst.

I am Sir, Yours obediently
A. Chandler. Agister.

G.F.W. Mortimer Esq.

Burley. September 9th 1889.

Sir,

I beg to report that there is some Timber lying on the pasture near Holmsley Station belonging to a man named Ormon he has it drawn there from the Enclosures and cuts it up by steam. There is also a man at Sway by the name of Michael Forester who covers quite half an acre of pasture.

I remain Sir, Your obedient Servant
Charles Evemy Agister.

G.F.W. Mortimer Esq.

Bank, Lyndhurst. Sept. 10th 1889.

Sir,

The Complaint M^r Maxwell has made in respect to [p.279] Swan Green (Scammell) is about 50 pieces of Timber lying on the Forest near his Yard, which he is working up continually. He buys the timber of the Crown sometimes more or less, carts it home and drops it on the Green for his convenience. I should not think it covered more than 20 rod of Ground. Then in respect to Gales at Pikes Hill. It is hardly worth naming as he has only 2 or 3 trees lying opposite his yard, & a few scaffold boards lying under his fence which happens to be just opposite some new cottages M^r Maxwell has just built.

There is a number of others that use the Forest in the same way.

Yours obedient Servant
Cha^s Newbolt Agister

G.F.W. Mortimer Esq

Woodlands, Eling. Sep^l 10 1889

Sir,

In reply to your enquiries, I don't know of any timber lying about in my District. The only things would be Faggot stacks & manure heaps near Cottages &^c.

I remain Sir, Yours obediently
J. Moody Agister.

G.F.W. Mortimer Esq.

The Court having considered that the matter referred to and the letters was not under the circumstances such as required the interference of the Verderers.

M^r Lascelles the Deputy Surveyor stated that the Crown claimed the right after cutting Timber to leave it lying on the Forest, and to remove it from place to place after lying cut and to use discretion in the matter taking care not to incumber the Forest.

[p.280]

The Verderers were of opinion that there was nothing in this particular case calling for their interference.

The Clerk read a correspondence with the Telephone Company relative to the placing Poles in the Forest as follows:—

Copy.

Romsey, Hampshire
Sept 16th /89.

Sir,

I am directed by the R^t Hon. Lord Basing the Official Verderer and the Verdeerers of the Forest to acknowledge the receipt of your letter of the 2nd Sept inst and in reply thereto I am to point out that without the consent of the Crown it would have been impossible for your Company to place their poles in the Forest but that the Verderers as representing the Commoners have jurisdiction over the pasturage of the Forest. This being so every interference with that pasturage becomes a question for settlement with the Verderers. Without doubt the insertion of these poles in the Forest is an interference with the pasturage of the Forest however limited in extent.

The object of the Verderers is simply to maintain the rights of the Commoners by demanding an acknowled^t of these rights by the payment of a nominal sum and on this principle I was directed to write to you as to the loose wires trailing on the open Forest to the risk of the Commoners Cattle.

I now await a further communication.

I am Sir,
Yours faithfully

G.F.W. Mortimer
Clerk to the Verderers.

H. Lewis Esq.

[p.281]

16 High Street, Bristol.
28th Sept^r 1889.

Dear Sir,

In further reply to your letter of the 16th inst I believe I am correct in stating that the Verderers are not entitled to give or withhold consent to any work being done on Crown land. We hold the Crown license for our poles and we have their authority for the work we have done. I believe that any arrangements with the Crown such as we have, have always been deemed sufficient for preserving the integrity of the Forest. I question very much indeed whether the small disturbance we have made by placing our poles in the ground could be maintained as an interference with the pasturage of the Forest, however with a view of a friendly settlement and without in any way admitting that the Verderers have any right to interfere with our property or works I on behalf of the Company beg to offer to pay down the nominal sum of 2/6 to be accepted by the Verderers in full discharge for the value of eatage of the grass which may have been or may hereafter be destroyed by the insertion of our poles. I must decline as I before stated to acknowledge that the Verderers have any rights which enable them to either give or refuse us consent and in the event of them refusing to accept this offer (made without prejudice) I must beg to leave them to take what course they deem necessary at the same time I hereby give them notice through you that any interference with our poles wires or apparatus by the Verderers will be made by them at their peril.

Yours faithfully
H.F. Lewis
General Manager.

G.F.W. Mortimer Esq.

[p.282]

The Chairman addressed the Court and stated that the poles had been placed in the Forest without the leave of the Verderers and many within the limits of the Highway. That in many places the position of the poles were a standing danger to persons using the Forest and to passers up and down the Roads. That the Company had alleged that they had received leave from the Crown to put the Poles exactly where they are. That the Highway Authorities had in many cases ordered the Poles to be removed and he requested the Deputy Surveyor to state his views on the matter.

The Deputy Surveyor stated that the Poles had been placed in the Forest by the leave of the Crown and the Company by this leave claimed the right to make the Line in such way as they thought best but he did not actually approve the line taken by the Telephone Company. He had acted in this case as the Crown had acted when Telegraph Poles had been placed in the Forest and he did not consider the Telephone Poles were a greater nuisance than the Telegraph Poles. He would however if any poles were in his opinion in a dangerous position see that the Company removed them.

M^r Lascelles having quitted the Court the Verderers considered the matter and decided to take a legal opinion as to their rights.

The Clerk was directed to prepare a case for the opinion of Counsel and submit it to the Chairman for approval prior to dispatching.

The Report of the subcommittee appointed to consider the question of making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Act was not ready and the matter was ordered to stand over.

A Petition was handed in to the Court on behalf of several [p.283] Commoners resident at Lyndhurst Bramshaw and Minstead requesting that the Drain running from Emery Down might be cleaned out.

Copy Petition.

October 1st 1889

To the Verderers of the New Forest.

Gentlemen,

We the undersigned Commoners do humbly request that the Drain running from Emery Down through Alum Green will be cleared out as it is dangerous when Mares and Colts get in to feed.

Geo. J. White, Bank Cottage, Lyndhurst.

W^m B. Jones, Bank, Lyndhurst.

Harry Newbolt, Bank, Lyndhurst.

Robert Veal, Bank, Lyndhurst.

Samuel Bright, Emerydown, Lyndhurst.

Frank P. Payne, Emerydown, Lyndhurst

W.B. Lewis, Emerydown, Lyndhurst.

G.M. Golden, Emerydown, Lyndhurst

W. King, Bramshaw.

W. Domoney, Bramshaw.

George Penny, Minstead.

Aaron Bull, Minstead.

The Court considered the amount required to drain the Bog would be very considerable and probably a greater burden on the Funds of the Verderers than could be entertained; but they intimated their willingness to consider the matter further if the Commoners on their part would raise a fund towards the expense of the work.

The Court then proceeded to consider the Report of their Committee as to Bridges and Drains and the mode in which the money was to be raised to pay the accounts under this head.

It was decided not to sell out further capital but to make the [p.284] payment from the Funds in hand and if necessary to temporarily overdraw the Funds in the Bank.

The Clerk was directed to prepare a Statement of the probably income and expenditure for the coming year and to tabulate the income and expenditure of the Verderers since 1878 as a guide to the Court in their future expenditure.

The question of Bulls roaming at large in the Forest was postponed until next Court for further consideration.

The Clerk was directed to sit at Lyndhurst on a convenient date to grant licenses to non-commoners and he selected Monday the 6th January 1890.

The Court also fixed the following dates for holding Courts of Swainmote and Attachment for next year viz^t:-

Monday January 20th 1890.

Monday March 3rd 1890.

Monday May 12th 1890.

Monday July 7th 1890.

Tuesday November 11th 1890.

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

[p.285]

1889		£	s	D	1889		£	s	D
July 22 nd	By Balance from last a/c	125	8	0	July 22	To police Fees viz ^t :-			
	" Fines & Costs in following cases					Chandler v Martin Powell		1	6
	viz ^t :-					" v Drodge		1	8
	Chandler v Martin Powell Fine 6/- Costs 9/-		15	0		" v Kitchener		2	2
	" v Drodge " 7/2		7	2		" v Phillips		1	11
	" v Kitcher " 7/8		7	8		Evemy v Strange		2	2
	" v Phillips Fine 1/6 " 7/4		8	10		" v Anstie		3	7
	Evemy v Anstie (1) " 6/0 " 7/7		13	7		Moody v Hayter		3	5
	Evemy v Anstie (2) " 6/0 " 7/-		13	0		" v Chalk		3	6
	Moody v Sivier " 1/6 " 9/-		10	6		" v Sivier		3	6
	" v Hayter " 6/- " 9/-		15	0	Aug. 26	" Newbolt Expenses of keep of			
" "	" Cash of Non Commoners for				" "	Donkey sold		14	6
	Licenses to date viz ^t :-					" F.F. Lovell Esq. Additional Police			
	Licenses 12 6					Fees at Pony Show		6	6
	Head Money 7 6				Sept 30	" G.F.W. Mortimer Esq 1/4s salary to			
	Marking Fees <u>10 6</u>	2	0	6	" "	Michaelmas 1889	37	10	0
" 26	" acknowledgment of Brockenhurst					" Agisters 1/4s salary to Mich'as 1889			
	Cricket Club		2	6		viz ^t :-			
" "	" D ^o of New Forest D ^o		2	6		C. Newbolt £17 10 0			
August 26	" Poundage Fees viz ^t :-					C. Evemy 17 10 0			
	Newbolt v Macpherson	1	0	0		A. Chandler 17 10 0			
	" v Whitehorn		10	0	" "	J. Moody <u>17 10 0</u>	70	0	0
	" v Broomfield	1	0	0		" Cheque Book		5	0
	" v Biddlecombe	1	0	0					
	" v Smith		10	0					
	Carr ^d Forw ^d £	136	4	3		Carr ^d Forw ^d £	109	19	4

And for Panange:-

John Moody	6. 4
Charles Newbolt	4
Charles Every	5. 8
Alfred Chandler	7. 0

This concluded the business of the Court.

x^d

[signed] Montagu
Chairman

[p.288]

At a Court of Swainmote and Attachment held at the Verderers Hall Queens House Lyndhurst on Tuesday the 21st day of January 1890.

Present.

George Edward Briscoe Eyre Esquire.
Lord Montagu.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esq.

The Court was opened with the usual Proclamation by the Crier.

M^r Eyre moved and M^r Roy seconded that Lord Montagu take the Chair in the absence of the Official Verderer and the Deputy Chairman.

The Minutes of the last Meeting were read and confirmed.

The Clerk produced and read the return of the Sheriff with reference to the recent election of Verderers and the same was ordered to be entered on the minutes.

(Copy same)

New Forest Act 1877.

I Sir Charles Edward Frederick Baronet Sheriff of the County of Southampton and Returning Officer for the Election of Verderers under the said Act hereby certify that in pursuance of the provisions of the said Act George Edward Briscoe Eyre Esquire of Warens Bramshaw in the said County and Lieutenant Colonel William Clement Drake Esdaile of Burley Manor near Ringwood in the said County were on the 17th day of January 1890 duly elected Verderers of the New Forest.

Dated this 18th day of January 1890. C.E. Frederick. Sheriff. Returning Officer.

[p.289]

The Clerk stated that the Sheriffs account of expenses had not yet been received. The discussion as to the mode in which the costs of the Election were to be met was therefore postponed until the Account was received.

The Clerk read the following communication from Col. Powell and explained the communications that had taken place on the subject.

21 January 1890
Brooklands, Lyndhurst

Dear Sir,

As I informed you in my note of 19th inst I wish two of my entire Donkeys to roam in the

Forest they are respectively about 7 and 17 months old. I shall feel obliged if you will kindly obtain at the Court of Swainmote today the necessary instructions to enable me to conform with the Verderers' bye laws.

I believe that I am right in stating that the castration of Donkeys is an unusual operation and that at this moment there are many entire male Donkeys roaming in the Forest indeed that it would be difficult to find a gelding amongst them.

Query. Supposing castration to be insisted upon at what age would the Verderers require it?

Yours faithfully

W. Martin Powell

G.F.W. Mortimer Esq.

Clerk to the Verderers.

The Court explained that no male Donkey over Two Years old was allowed to roam at large in the Forest and the minute on the subject passed at a Court of Swainmote held at the Verderers Hall in the Queens House Lyndhurst on the 21 May 1889 was read to Col. Powell who expressed his entire concurrence therein.

The question whether the Court proposed to grant premiums this year [p.290] for the improvement of the breed of Forest Ponies was next raised by M^r Burden (Beaulieu) who was informed that the Court would take the matter into consideration after they had gone fully into their financial position.

M^r Moens referred to the Petition presented at the last Court as to allowing Bulls to roam at large in the Forest and was informed that the same would be taken into consideration at the March Court.

M^r Moens then referred to the recent election and expressed his opinion and that of the majority of the Commoners as to the needless and useless waste of the funds of the Court caused by M^r Newman's uncalled for opposition to the outgoing members of the Court and suggested that this subject and also that of the redistribution of the Voting Stations should be taken into consideration by the Court and that a copy of the Register of Commoners entitled to vote should be deposited in each parish within the perambulation of the Forest for easy access by the Commoners.

The Court promised to give the matters referred to their attention. M^r Roy stating he would place distinct motions of the matters in question on the Agenda paper for next Court and the Clerk stated that Col. Esdaile had written to him to say that he wished to call attention to the matter at the next Court.

The Court then proceeded to hear and decide all cases presented for Trial.

Alfred Chandler	}	The Defendant was charged for that he on the 17 th Dec ^r 1889 at Spurlake in
v	}	the New Forest not being one of the Commoners of the New Forest acting in
James Gritt	}	the due exercise of his right of Common in the said New Forest did cause or

allow a certain animal to wit a Stallion Donkey belonging to him to depasture in the said New Forest without having previously obtained a License from the Verderers for such animal to depasture.

The Defendant did not appear.

James Emms sworn – I am a Police Constable stationed at Brockenhurst. [p.291] I served a copy of this summons on Thursday 2nd January instant on the Defendant.

Alfred Chandler sworn:– I am an Agister of the New Forest, on the 17th December last I found a Donkey at large opposite New Park. It was a Male Donkey. There were some Gipsys' Tents close by. I drove it to the Tents and as I could get no satisfactory account of it I took it to the Pound at the Weirs Brockenhurst. The Defendant came and owned it and after communication with M^f Lovell and the Clerk. I released the animal without enforcing payment of 10/- and the Defendant took it away. He has not paid the poundage fees. I understand the Defendant is ill in the Infirmary at Winchester.

The Case was adjourned till the next Court to give the Defendant an opportunity to appear.

M^f Lovell stated that he had no report to present as to the repairs of Bridges and Drains.

The Clerk read two letters he had received from M^f Auberon Herbert as follows:–

Old House Ringwood Hants
Jan 4th 1890.

Dear Sir,

The Crown are willing to authorise me to lay down gravel upon & improve the track that runs from Old House on the West and joins the Picket post Stoneycross road. They have expressed their willingness to allow this, though the actual terms are now under consideration between the Crown & myself. I have also received their permission to put in a culvert at the point marked [bank] in the accompanying map. This spot consists of a small gully down which passes a large part of my surface drainage. Winter traffic across this cuts it much up; the water then stands and a very bad state of things is the result. It is a dangerous spot, & we have already had one accident with a cart there at night. I have also applied to the Crown to resanction a permission given [p.292] some years ago to mend few bad places in the track leading from Old House to the Turnpike Road that runs from White House past Burley to Burley Lodge. I have not yet received the permission of the Crown to do this but I anticipate there will be no objection and I should be very glad if the Verderers were good enough to give their approval of these three things. They will themselves see how much they are to the interest of the Forest. As regards the first track spoken of a very large bit of land is turned into a sort of swamp by every cart that comes here trying to find a new piece of ground to go over; the evil thus spreads, & the land with every winter becomes more of a swamp. It will also be felt that with a very slight patching of the worst places as regards the tracks in question, a very pleasant & interesting forest drive becomes accessible to visitors in the summer. Here again, one track being kept in a sort of rough order, there is a less chance of ground being spoilt by heavy carts on each side of the track. I shall be much obliged if you will lay this application before the Verderers.

I am, faithfully
Auberon Herbert

G. Mortimer Esq
The Clerk of the Court of Verderers.

Old House Ringwood
Jan 7th

Dear Sir,

I enclose two rough Maps shewing the tracks which I wish to improve. The Crown has expressed its willingness as regards N^o II; but not yet as regards N^o I. That is to say it has not yet re-sanctioned its permission given some years ago to patch this track. I have made the application but not yet received an answer.

I am very faithfully
Auberon Herbert.

G. Mortimer Esq.

[p.293]

The Deputy Surveyor stated that the negotiations with M^r Herbert were still pending and fully explained the position of such negotiations.

It was resolved that as negotiations were still pending between M^r Herbert and the Crown. He be informed that so soon as he came to an agreement with the Crown, the Court would delegate members to view what was proposed to be done and at the same time that the Court did not anticipate that any difficulty would arise to prevent their assenting to the proposals submitted to them provided no interference thereby took place with the rights of the Commoners.

The Clerk brought before the Court by the request of M^r Webb the Auditor appointed by the Court of Quarter Sessions to audit the Verderers annual Accounts the question of an increase in his fee for such Audit and explained the reason of the application and the nature of the increased work.

It was resolved that the Auditors fee be in future increased to £4.4.0 and travelling expenses.

The Clerk read the following letter he had received from the Agister Evemy.

Burley. Jan^y 11th 1890

Sir,

I beg to report that there has been a large drain (8 feet wide on the top) 5 feet deep & about 30 yards long taken out in the open Forest near Holmsley Station. The object of this Drain is to take the water from the Main Road which has been under repair by the County Council in the place of an underground drain with a 4 inch pipe & this large drain is cut across an old path which leads from Burley to Holmsley Station.

I remain Sir, Your obedient Servant
Charles Evemy. Agister.

G.F.W. Mortimer Esq.

[p.294]

It was resolved that the Clerk report the matter at once to the Clerk of the County Council requesting the attention of the Council to it and pointing out that no works of this nature should be done in the open Forest without the sanction of the Verderers.

The Clerk produced the case and opinion of M^r Clarke on the right of the Western Counties and South Wales Telephone Company Limited to erect poles in the Forest to support their wires in pursuance of a license given by the Crown and without the leave of the Court. It was resolved however to postpone the consideration of the case and opinion until each Verderer had had an opportunity to peruse and consider them.

The Clerk presented his Report as to the Licenses granted by him to Noncommoners on the 6th January instant as follows:—

Clerks Office, Romsey, Hampshire
January 20th 1890.

To the Official Verderer,
& Verderers of the New Forest
assembled in their Court of Swainmote

Gentlemen,

I beg to report that as ordered, I attended at Lyndhurst on Monday the 6th day of January instant and granted 123 Licenses to Non Commoners the amount received therefor and paid into the Bank was £66.18.6.

It is my duty to report a very serious falling off within the last two years of the Fees collected from Non-Commoners.

The causes of this falling off are threefold, one unavoidable the other two requiring attention at your hands and the issue of orders to me how to deal with them.

The first cause which I have suggested is unavoidable is the great falling off in the number of Heifers kept by the Non Commoners on account of the scarcity of Cow Stock [p.295] and the high prices that were demanded last year and again are being demanded this year for this class of Animal. This decrease in Cow Stock affects the receipts both from Commoners and Non Commoners in a most perceptible manner and may be reckoned as diminishing the fees taken last year and likely to be taken this year from these two classes by at least £50 to £60.

The second cause to which I beg to call the attention of the Court and upon which I respectfully ask instructions is a system which has lately (within the last 3 years) sprung up amongst Commoners of the New Forest of parcelling out a large Field to which Forest Rights attach, into allotments of from a quarter of an acre to two acres and letting these allotments to the working classes.

These allotments are used as Potatoe Patches or as gardens for the cultivation of Vegetables according to their size, but each holder thereof (no matter what the size of the allotment and oblivious of the fact that not a blade of grass remains of the original holding) claims as a Commoner to turn out one two or more Animals into the Forest according to the size of his allotment. The

result is that where this system is adopted the falling off in Licenses in the locality has been most marked.

The third cause is that some owners of Commonable land let undefined portions of their Fields to one or more friends or neighbours at a very small rental (if any). The occupiers of the Fields severally retaining themselves the right of feed also in the field claim a right to turn an unlimited number of Animals into the Forest thus again as I venture to submit avoiding the payment of the Licensing Fees.

I cannot think that the owner of an Allotment such as I have referred to or the sub lessees of an undefined portion of a field should be allowed the privilege of Commoners, but after submitting these matters to the Court as in duty bound I await orders and remain Gentⁿ Your obed^t Servant.
G.F.W. Mortimer.

[p.296]

The Court declined to give him any further instructions than those already given to him last year but suggested that any serious case of improper use of Rights of Common should be brought before the Court on a special Report when the Court would give instructions how it should be dealt with.

On the question of granting premiums for Stallions this year M^r Lovell gave notice that he should move at the next Court that a sum of Consols sufficient to raise £60 be sold out for the purpose of providing 20 premiums of £3 each to be given to the best Stallions of 3 years old and upwards to be exhibited upon the terms of last years exhibition of Stallions.

The Clerk produced the Statement of the probable Receipts and expenditure for the year showing a deficit of £111.15.1 on the Year. He was ordered to tabulate the Income and expenditure for past years and to submit the same to the Verderers. The consideration of the matter being postponed till next Court.

The Clerk presented the annual Statement of account and summary thereof which were ordered to be submitted to the Auditor as usual.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

(Copy Statement on next Page).

A long discussion took place upon the Financial position of the Court but no resolution on the subject was passed.

Owing to the Financial Statements submitted the Clerk was directed not to print and circulate the Bye Laws at present, it being considered that they were sufficiently known and had been circulated in the different Districts.

[p.297]

Copy Statement

1889.			£	s	D	1889			£	s	D
Nov 14	By Balance from last a/c		67	2	6	Nov 11	To Bennet Brothers Advertising	3	11	6	
	" cash received of Agisters for marking Commoners Cattle to this date viz:-					" 14	" C. L. Lordan & ^c Printing	1	5	-	
	J. Moody 17. 3. 0						" Police fees in following cases viz:-				
	C. Evey 11. 4. 0						Newbolt v Whitehorn 1. 6				
	C. Newbolt 23. 1. 6						D ^o v Macpherson 1. 6				
	A. Chandler 29. 4. 0	80	12	6			D ^o v Eyres 3.10				
" "	" Cash received of Agisters for pannage to this date viz:-						D ^o v Broomfield 1. 6				
	J. Moody 6. 4						D ^o v Smith 1. 6		11	4	
	C. Evey 5. 8					" 11	D ^o v Biddlecombe 1. 6	1	16	-	
	C. Newbolt 4					" "	" H. King, Advertizing	1	-	-	
	A. Chandler 7. 0		19	4		" "	" Hon. G. Lascelles, Fence Month & Winter Heyning	1	-	-	
" "	" Fine & costs in following cases viz:-					" "	" J. Millard. Braid & ^c	2	10	6	
	Newbolt v Whitehorn 8. 6					" 22	" J. H. Roberts Esq. Drainage Works (Labor a/c only from January 1887 to Sept. 1889)	63	7	6	
	D ^o v Macpherson 14. 0					" 28	" Charles New. Pony Prize (3 rd class)	1	-	-	
	D ^o v Smith 8. 6	1	19	6							
	D ^o v Biddlecombe 8. 6										
" "	" acknowledgment from Bramshaw Cricket Club			2	6						
" 19	" amount recouped by Colonel W. Martin Powell "re pony prizes"	2	0	0							
Dec 11	" Fine & Costs "Newbolt v Broomfield"			10	-						
Carr ^d forw ^d £			153	6	4	Carr ^d forw ^d £			75	1	10

[p.298]

1889			£	s	D	1889			£	s	D
Dec 27 th	Brought forward		153	6	4	Dec 21	To M ^r Biddlecombe Pony Prizes	2	0	0	
	By cash of Agisters for marking Commoners cattle to this date viz:-					Dec 24	" M ^r Mortimer ¼'s Salary to Xmas /89				
	A. Chandler 7.17. 0					" "	" Agisters Salaries to Xmas 1889 viz:-	37	10	0	
	C. Evey 2.18. 6						C. Newbolt 17.10. 0				
	J. Moody 1. 8. 6	12	4	0			C. Evey 17.10. 0				
" "	" Cash of Agisters for pannage to this date viz:-						A. Chandler 17.10. 0				
	A. Chandler 2. 4						J. Moody 17.10. 0	70	-	-	
	C. Evey 5. 0					" "	" C. Newbolt. Crier of Court.	1	10	0	
	J. Moody 4		7	8		" "	" A. Chandler. Keep of Donkey & ^c	1	7	6	
" "	" Poundage fee "Chandler v Newman"			10	-	" 21	" C. L. Lordan & Co - printing	2	0	0	
" "	" Cash of A. Chandler. Donkey sold (impounded & not owned 25 Sep ^r 1889) Donkey 4. 3						" Balance	87	2	11	
	Less auction charge 3.			4	-						
" 30	" Cash of C. Newbolt for marking Commoners cattle to this date	9	8	6							
" "	" Cash of C. Newbolt for pannage to this date	1	11	4							
1890	" Cash received from non-commoners for licences to date viz:-										
Jan 7	Licenses 15. 7. 6										
	Head Money 35. 7. 6										
	Marking Fees 16. 3. 6	66	18	6							
" 8	" dividend on £4787.18.0 2¼% consols	32	1	11							
£			276	12	3	£			276	12	3

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The following accounts were submitted and ordered for payment subject to Col. Esdaile seeing the first one.

Out of pockets paid by Clerk	14.17. 7
Mess ^{rs} Drake Driver & Leaver	9. 0. 0
J.W. Clarke Esq. (Counsels fees)	3. 5. 6
G.A. Webb Auditing 1888 a/cs.	3. 8. 0
Lordan & Co. printing.	2. 0. 0

The Agisters attended but had no special Reports to make to the Court.

/X^d/

[signed] *W Clement D Esdaile*

[p.300]

At a Court of Swainmote and Attachment held in the Verderers Hall, Queens House Lyndhurst on Monday the 3rd March 1890.

Present

Lieut. Col. William Clement Drake Esdaile.
George Edward Briscoe Eyre Esquire.
Lord Montagu
Francis Frederick Lovell Esquire
George Augustus E.T.G. Meyrick Esquire

The Court was opened with the usual Proclamation by the Crier.

It was resolved that the Deputy Chairman be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk read the following letter from the Official Verderer which was ordered to be entered on the minutes.

Copy

House of Lords.
Feby 18th /90.

Dear Sir,

I return your letter of yesterday, as desired for the purpose of being copied.

I am not sure that I understand sufficiently the facts of the case stated to warrant me in giving an opinion [p.301] on the course which should be adopted in the interests of of [*sic*] the non commoners referred to, but I should have thought it was for the Hants Police rather than the Wilts Police to take the action described, if indeed such action was needed. You are aware, of course, that the Executive Committee has its own separate function apart from the County Council, & I may add that I have not been in the habit of taking an active part in the proceedings of the former body.

In reference to the particular question you put, I cannot doubt that if the Privy Council (Board of Agriculture) has the power to dispense with or modify the conditions of the order in the case described, viz., where the house of the cattle owner is cut off by the County boundary from the pasture land, it will be quickest and safest to go there at once for the requisite authority. Otherwise, the case must wait for the next meeting of the Committee which is not in my hands. But on hearing from you again with the enclosed return I will consult M^r Earle further on the subject.

Faithfully Yours
Basing.

G.F.W. Mortimer Esq.

The Chairman handed the Clerk a letter which he had received from M^r Roy explaining the reason of his inability to attend the Court, which was duly read.

Alfred Chandler }
v } Adjourned from last Court.
James Gritt }

The Police informed the Court that the Defendant was still in the Hants Infirmary and the case was further adjourned for his attendance.

[p.302]

The Clerk produced and read the following letter which he had received from Col. Powell.

(Copy)

2nd March /90
Brooklands, Lyndhurst

Dear Sir,

I have to thank you for your note of 17 Jan informing me that in May last the Verderers directed the Agisters to drive all male Donkeys found in the Forest if this order was carried out at the time there will be no Donkey foals in 1890. And as no provision has since been made to allow even approved stallion Donkey to roam in the Forest the breeding of Donkey is prohibited in the future. From time immemorial Donkey breeding in the Forest has been a source of profit to the very small Commoner who is unable to buy or keep a pony. I feel convinced that the Rev^d Gentleman (in consequence of whose complaint) the male Donkeys were removed) had no idea of the injury he was inflicting upon his poorer neighbours. If you will be so good as to bring this subject to the notice of the Verderers on Monday next I have no doubt it will receive their favourable consideration & that they will take steps to remove the grievance by allowing a certain number of stallion Donkeys to roam in the Forest as heretofore.

I am dear Sir,
Yours faithfully
W. Martin Powell

G.F.W. Mortimer Esq.
Clerk to the Verderers.

Col. Powell being present addressed the Court on the subject matter of his letter and after discussion the Court decided that Male Donkeys should be allowed to roam at large in the Forest for breeding purposes under certain conditions which the Court would frame and promulgate.

M^r Moens addressed the Court on behalf of a Deputation of [p.303] Commoners at considerable length upon the question of the proposed expenditure of £60 in premiums for Stallions in order to improve the breed of the Forest Ponies and contended that that sum was insufficient and that in his view the Verderers were pledged to a larger expenditure. He referred to the resolutions passed by

the Committee of Commoners at a Special Court of Swainmote held on the 12th February 1889 and to the Financial Statement then produced and stated that the Commoners desired an expenditure this Year of at least £120.

A long discussion took place in which all the members of the Court took part and the Deputation having thanked the Court withdrew.

M^r Donald Knight addressed the Court on the question of allowing Bulls to roam at large in the Forest and complained that too much money was being spent in premiums to Ponies and that premiums should be given for Bulls.

The Petitions on the subject of Bulls roaming at large in the Forest having been read and it having been stated that no petition adverse thereto had been received, the Court decided to allow a certain number of Bulls to roam in the Forest under conditions to be hereafter settled.

The Chairman suggested that as M^r Moens and several Commoners were present that they should consider and suggest in writing for the information of the Court what conditions they would recommend to be passed by the Court on the subject of Bulls.

Subsequently M^r Moens handed in the following suggested conditions.

1. That it is most desirable in the interests of the Commoners that Bulls should run in the Forest.
2. That yearling Bulls alone should be so allowed up to the age of Two years old.
3. That they should only be allowed out during the months of May, June, July, August and September.

[p.304]

The Agisters reports on the subject of burning different parts of the Forest for the improvement of the pasture were then read.

Copy same.

Bank, Lyndhurst.
Feby 28th 1890.

Sir,

I beg to report that some Heath at Longwater and some round the outside of Matley Wood would do good to be burnt. I reported that at Longwater last year but on account of the wet season it was not burnt.

Yours obediently
Cha^s Newbolt
Agister

G.F.W. Mortimer Esq.

Burley, Feby 28th 1890.

Sir,

I beg to report that there are three places in my District which may be burnt if approved of,

about 2 or 3 acres between Holmsley Station & Burley, also a piece between Backley & Oakley near the Shade Green also another place between Pugpits Enclosure & Ocknell Arch.

I remain Sir,
Your obedient Servant
Charles Evemy, Agister.

G.F.W. Mortimer Esq^{re}

The Weirs, Brockenhurst. Feby 27th /90.

Sir,

With reference to burning I think there could be some burnt between Holm Hill Apsley Ford and Pri...tts [overwritten to give 'Priddels'] Bridge (rough heath) a piece near Cators Cottage road between the road and the Bog. Also a piece of rough ground Sway side of the Lymington Railway and Lymington <side of the Ringwood> Road. I think if these places are burnt would increase pasture.

I remain, Yours obediently
A. Chandler. Agister.

G.F.W. Mortimer Esq

[p.305]

Woodlands. February 28th 1890.

Dear Sir,

I do not think any Burning is required in my District this season.

I remain, Yours obediently,
J. Moody. Agister.

G.W. Mortimer Esq.

The Deputy Surveyor of the Forest being present agreed to burn two acres near Holmsley Station referred to in Evemys report and stated reasons for not agreeing to burn the other places referred to therein. He agreed to burn some Heath at Longwater referred to in Newbolts report but stated reasons for not agreeing to burn at Matley Wood. He agreed to burn a piece near Holm Hill and a piece of rough ground on the Sway side of the Lymington Railway referred to in Chandlers Report. In answer to M^r Knight he stated reasons for declining to burn any part of Fletchers Thorns.

The Deputy Surveyor stated that it must be distinctly understood that if the Commoners did not attend and assist the Forest Keepers and Agisters the burning would not take place.

M^r F.J. Strange addressed the Court and asked if M^r Steer Newman who was a Candidate at the late Election of Verderers was qualified to come before the Commoners as a Candidate for that office. The Chairman stated that the court had nothing to do with the nomination of Verderers but that the High Sheriff who was the Returning Officer was the right person to refer to. No doubt it was a serious question and the Court regretted its inability to answer it.

M^r Strange stated that if M^r Newman was not qualified he ought to bear the whole expense of the Election.

M^r Newman being present stated that if it could be proved he was not qualified he was prepared to bear the whole expense of the Election.

[p.306]

M^r Steer Newman addressed the Court and asked that the Case decided at a recent Court with reference to his Donkey might be reheard and made a charge against the Agister Chandler of having called himself and M^{rs} Newman "Liars".

The Chairman said that the Court could not rehear the case and that if the Agister had used insulting language towards him and M^{rs} Newman on the complaint being put into writing and submitted to the Court every attention would be given to it and enquiry made.

The Deputation of Commoners then finally withdrew.

The Court then took into consideration the suggestion made by M^r Strange that M^r Newman was not qualified to sit as a Verderer and directed the Clerk to make enquiries into the subject.

The Court then proceeded to consider the case recently put before M^r Clark and his opinion thereon and directed the Clerk to write to the Secretary of the Telephone Company asking for an annual payment of 2^s/6^d.

A letter from M^r Webb with reference to the recent Election of Verderers was then read by the Clerk as follows:—

(Copy same)

County Hall, Winchester.
1st March 1890.

Dear Sir,

I have been so very much pressed with work during the past week that I have been unable to find any opportunity for marking up the account of the expenses of the Returning Officer in time to let you have same for the meeting of the Verderers on Monday next but as near as I can say they will amount to about £90.

I propose paying the Presiding Officers Three Guineas each and their Travelling and Hotel Expenses as at the first [p.307] Election as most of them had to leave home on the previous evening to be in time for the polling. And the Poll Clerks £1.11.6 each and expenses as several of these had to do the same and in addition to come on to Lyndhurst to deliver the Poll Books.

I propose also to send £1 to each of the Schools at Brockenhurst and Beaulieu for use of same and cleaning and warming that being the charge made for the Victoria Rooms at Fordingbridge.

Please let me know if these payments will be approved and I will then make them and send you the account to be laid before the Verderers at their next meeting.

I am, Dear Sir, Yours faithfully
G. A. Webb.

G.F.W. Mortimer Esq.
Clerk to the Verderers

The consideration of it was ordered to stand over until the account was actually received but arising out of this matter the Chairman moved:—

“That it is expedient that at any future contested Election of Verderers more Polling Stations should be provided in addition to those provided at the last Election especially Eling, Lyndhurst and Bramshaw”

The motion having been considered was deferred to the Chairman and M^r Eyre to bring up a Report upon it.

In the absence of M^r Roy his notice of motion was ordered to stand over until the next Court.

On the question of providing premiums for Stallions, it was after considerable discussion resolved that a sum of the consols purchased out of accumulated income sufficient to raise £75 be sold out for the purpose of providing premiums to be given to the best Stallions of 3 years old [p.308] and upwards to be exhibited and M^r Lovell and M^r Meyrick were appointed a Committee on behalf of the Verderers to lay down the terms of the Exhibition and to carry out all details connected with it.

The Report of the Committee upon the question of making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Act was not ready.

The Clerk explained the difficulty that had arisen to non Commoners residing at No Mans Land owing to the passing of the Hampshire and Wiltshire Pleuro Pneumonia Orders of January 1890. He read his correspondence with the Official Verderer and explained the steps he had taken by order of the Official Verderer.

His letter to the Board of Agriculture and the reply received from that Department was ordered to be entered on the Minutes.

Copy same.

Clerks Office, Romsey, Hampshire
February 25th 1890.

Sir,

Cont. Dis (Animals) Acts.
Pleuro Pneumonia.

Under the New Forest Act of 1879 certain persons not being Commoners of the New Forest but living adjacent to and abutting on the Forest were allowed to depasture their Cattle in the New Forest subject to conditions to be fixed by the Verderers.

In pursuance of this Act the Verderers have granted Licenses to about 30 persons all residing at No Mans Land in the County of Wilts to depasture their Cattle in the Forest.

These Licenses were granted in January 1890 and are in respect of holdings at No Mans Land which actually abut on the Forest. The Cattle licensed to depasture are daily turned from the Homesteads in Wilts, the Gates of which in most cases open right out on to the Forest (which is wholly in Hampshire) into the Forest and are driven in and out of the Forest daily for Milking purposes and at night for shelter.

[p.309]

The owners of the Cattle have no lands or only small piece upon which to feed their Cows and they depend entirely on the Pasturage of the Forest.

Recently certain Pleuro Pneumonia orders have been issued by the County Councils of Hampshire and Wiltshire and in consequence of these orders the Police in Wiltshire have stopped the turning of Cattle as above into the Forest.

Thus a great and unnecessary hardship has been inflicted on these poor people and I am instructed by the Official Verderer Lord Basing to request your Board to at once communicate with the Local Authorities of Hants and Wilts with a view to some arrangement being if possible come to, to meet this state of circumstances or to issue an overdriving order dealing with the orders issued (should it be thought after each communications the best and most desirable way) to deal with the subject.

The licenses granted by the Verderers do not expire until the end of the Year.

Awaiting an early reply and referring to my interview of yesterday.

I have the honor to be, Sir,
Your obedient Servant
G.F.W. Mortimer

The Board of Agriculture.
44 Parliament Street. S.W.

Board of Agriculture
44 Parliament Street, Westminster S.W.
27th February 1890.

Sir,

I have to acknowledge the receipt of your letter of the 25th instant on the subject of the depasturing of cattle in the New Forest and to inform you that the Local Authorities of Hampshire and Wiltshire have been [p.310] communicated with on the subject.

I am Sir, Your obedient Servant
G.A. Leach.

G.F.W. Mortimer Esq.
Clerk to the Verderers of the New Forest.
Romsey, Hampshire.

The Clerk read the two letters received from M^r Auberon Herbert and entered on the Minutes of the last Court. He also produced a copy agreement and plan sent to him by M^r Auberon Herbert.

The Chairman reported that M^r Lovell, M^r Meyrick and he had ridden over and examined the *locus in quo*. They recommended "That an annual payment of one shilling a year should be made by M^r

Auberon Herbert to the Verderers in respect of the proposed roadway from A. to C. as shown on the plan there being some slight deviation from the original public track at that place but that no payment should be asked for in respect of the Roadway from B. to A. as it was a well known direct Ancient Highway.”

The Court adopted these views and directed the Clerk to communicate this decision to M^r Herbert.

The Clerk produced the Annual Statement of Accounts duly audited.

The Agisters attended and paid over the following amounts for marking Commoners Cattle viz^t :-

Charles Evemy	£2.14. 0
Charles Newbolt	£2. 1. 6
Alfred Chandler	£1. 8. 0

The Clerk produced the Tabulated Statement of the Income and Expenditure of the Court since 1878 which was considered & ordered to be printed, entered on Minutes & circulated

[p.311]

New Forest Acts, 1877 & 1879.

Summary of Verderers' Annual Accounts from 1878, as ordered to be prepared at a Court of Swainmote and Attachment, held on Tuesday the 21st day of January, 1890.

RECEIPTS.		PAYMENTS.	
	£ s. d.		£ s. d.
By cash received of Paymaster General, as follows:		To Cash paid for Advertising, as follows:	
1878	200 0 0	1878	20 7 0
1879	250 0 0	1879	35 19 0
1880	215 0 0	1880	18 5 7
1881	100 0 0	1881	28 5 4
1882 (and Tilery Fund)	308 7 10	1882	7 4 0
	—————1173 7 10	1883	16 8 10
		1884	14 5 6
By Dividends received, as follows:	£ s. d.	1885	11 10 0
1882	106 19 9	1886	11 11 3
1883	111 5 5	1887	11 9 0
1884	111 12 6	1888	10 1 3
1885	113 6 9	1889	8 2 6
1886	116 0 0		————— 193 9 3
1887	129 7 2		
1888 (& bonus on Conversion)	155 9 0	To Cash paid Salaries and Costs, as follows:	
1889	137 14 0		£ s. d.
	————— 981 14 7	1878	203 13 2
		1879	356 0 0
By Fines and Costs received, as follows:		1880	534 0 0
	£ s. d.	1881	456 16 6
1878	2 3 0	1882	468 8 1
1879	14 15 2	1883	501 10 9
1880	8 9 1	1884	430 0 0

1881	1 11 0
1882	10 19 7
1883	24 14 7
1884	13 6 5
1885	7 12 11
1886	4 1 10
1887	19 0
1888	5 16 6
1889	12 0 3
	<hr/> 106 9 4

By Cash received of Agisters for Marking Commoners?
Cattle, as follows: (& Pannage Fees.)

	£ s. d.
1878	--
1879	127 15 6
1880	339 9 4
1881	260 1 0
1882	303 14 6
1883	277 8 6
1884	{310 1 4
"	{ 74 6 10
1885	383 16 2
1886	388 11 2
1887	359 11 6
1888	343 13 10
1889	307 14 2
	<hr/> 3476 3 10

By Cash received of Non-Commoners for
license Fees, &c., as follows:

	£ s. d.
1879	151 6 0
1880	207 1 6
1881	188 18 6
1882	172 6 6
1883	142 11 6
1884	154 9 6
1885	153 8 0
1886	147 6 0
1887	143 9 0
1888	66 6 3
1889	24 3 4
	<hr/> 90 9 7

Carried forward 7428 3 7

1885	532 9 6
1886	526 9 9
1887	458 11 6
1888	501 10 11
1889	477 16 8
	<hr/> 5447 6 10

To Cash paid for Stationery and Printing,

as follows:	£ s. d.
1878	24 15 9
1879	12 14 2
1880	33 15 6
1881	33 7 1
1882	30 11 6
1883	17 6 3
1884	23 0 6
1885	19 9 5
1886	16 6 0
1887	20 16 9
1888	10 17 10
1889	16 16 9
	<hr/> 259 17 6

To Cash paid Police Fees, as follows:

	£ s. d.
1878	--
1879	1 19 8
1880	1 7 6
1881	1 2 4
1882	15 6
1883	3 18 2
1884	1 10 2
1885	1 11 11
1886	11 10
1887	7 4
1888	13 6
1889	2 3 8
	<hr/> 16 1 7

To Cash paid for Pounds,

as follows:	£ s. d.
1888	119 7 6
1889	110 4 0
	<hr/> 1690 8 0

Carried forward £ 6007 4 9

[p.312]

RECEIPTS – Continued.

	£ s. d.
<i>Brought forward</i>	7428 3 7
By Cash received for Poundage Fee, as follows:	£ s. d.
1878	--
1879	--
1880	--
1881	--
1882	--
1883	10 10 0
1884	10 0
1885	10 0

PAYMENTS – Continued.

	£ s. d.
<i>Brought forward</i>	6007 4 9
To Cash paid for Purchase of Stock, as follows:	£ s. d.
1882	293 0 6
1883	194 5 0
1884	905 16 6
1885	12 5 0
	<hr/> 1405 7 0
To Cash paid for Drains and Bridges, as follows:	£ s. d.

1886	15	8	
1887	6	0	
1888	4	0	0
1889	{	3	17 6
"	{	10	0 0
			<u>30 9 2</u>

1881	74	19	2
1882	52	2	0
1883	27	7	6
1884	40	1	0
1885	9	3	0
1886	38	9	3
1887	3	12	0
1888	12	0	
1889	63	7	6
			<u>309 13 5</u>

Sundry Receipts, as follows:	£	s.	d.	
1878	--	--	--	
1879	--	--	--	
1880	--	--	--	
1881	--	--	--	
1882 (Costs paid Standish and Gray)	18	4	9	
1883	--	--	--	
1884	--	--	--	
1885 (overcharge Printing returned)	8	0	0	
1886	--	--	--	
1887	--	--	--	
1888 (Acknowledgments from Cricket Clubs, &c.)	15	0		
1889 Ditto	3	4	4	
			<u>25 4 1</u>	

To Cash paid for Election Expenses, &c., as follows:	£	s.	d.	
1880	22	17	6	
1882	15	13	6	
1884	15	8	6	
1886	15	5	0	
1888	15	1	6	
			<u>84 6 0</u>	

To Paid Agisters (Extra Work), as follows:	£	s.	d.	
1885	21	0	0	
1889	12	12	6	
			<u>33 12 6</u>	

By Cash received from L. & S.-W. Railway Company, Bournemouth Direct Line, as follows:	£	s.	d.	
1887	724	11	9	
			<u>724 11 9</u>	

To Cash paid "re Stallions," as follows:	£	s.	d.	
1887	118	7	2	
1888	147	18	10	
			<u>266 6 0</u>	

By Cash received proceeds of Sale of Consols, as follows:	£	s.	d.	
1889	120	0	0	
			<u>120 0 0</u>	

To Cash paid Pony premiums, as follows:	£	s.	d.	
1889	121	9	6	
			<u>121 9 6</u>	

To Cash paid Sundry Payments, as follows:	£	s.	d.	
1878	15	2	3	
1879	6	4	6	
1880	4	8	0	
1881	16	14	2	
1882	6	18	0	
1883	6	13	0	
1884	7	17	0	
1885	8	15	0	
1886	8	18	6	
1887	8	3	0	
1888	8	10	2	
1889	14	3	4	
			<u>112 6 11</u>	

Balance			<u>11 17 6</u>	
	£	8340	6 1	

			<u>112 6 11</u>	
	£	8340	6 1	

		Cash.		Consols.		By Balances, as follows:	
		£	s.	£	s.	£	s.
1882.	Half Dorchester Railway Fund Transferred			3508	9 11	3508	9 11
April 8 th .	Tilery fund	244	0 0				
	Added from Interest on Dorchester Railway Fund	<u>48</u>	<u>12 0</u>	292	12 0	291	10 1
1885.							
March 16 th .	Added from Verderers' Funds			194	5 0	200	0 0
1887.	From L. & S.W. Railway Company	660	0 0				
March 16 th .	Interest on ditto	64	11 9				
	Added from Verderers' Funds	<u>177</u>	<u>13 3</u>	902	5 0	900	0 0
1888.							
May 30 th .	Bonus on Conversion			12	5 0	12	4 6
				<u>4909</u>	<u>16 11</u>	<u>4912</u>	<u>4 6</u>
Memo.	The sums capitalized from the Verderers' Accounts from 1878 to 1888 (10 years) appears therefore to be £420 10. 3., but of this sum £48 12.0. was from Interest on Dorchester Railway Fund as above, leaving a Balance of £371 18.3. as taken from the actual Yearly Accounts of the Verderers.						
						1889 (overdrawn)	11 17 6

Romsey Press : Lordan, Printer.

[p.313]

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

Copy Same.

1890		£	s	D	1890		£	s	D	
Jan 22	By Balance from last account	87	2	11	Jan 21	To Drake & Co for Registers of Commoners	9	-	-	
	“ Cash received from non commoners for Licenses to this date viz:				”	” G.A. Webb Esq ^r Auditing 1888 a/cs & expenses 5/-	3	8	-	
	Licenses	1.	2.	6	”	” G.F.W. Mortimer Esq out of pockets paid on behalf of the Verderers 1889	14	17	7	
	Head money	3.	5.	0	”	” J.W. Clark Esq. Counsels Fees & Clerk re Telephone Coy	3	5	6	
	Marking fees	1.	7.	0	”	” Police fees in case “Chandler v Gritt”		3	10	
		5	14	6	”	Balance	62	2	6	
		£	92	17	5		£	92	17	5

The Agister Chandler handed in the following Report which was considered. It was resolved however to take no steps upon it.

Copy Report

The Weirs, Brockenhurst. March 3rd 1890.

Gentlemen,

There are several horses which have run as Stallions and are now castrated running in the South District. They have been complained of as keeping other young horses away from Mares which these horses were used to before they were cut thereby causing many barren Mares.

I now ask for advice in the matter.

Yours obedient Servant

A. Chandler. Agister.

[p.314]

The Agister Evemy reported a case in his District where a man named James Blake was subtenant of 25 perches of land part of a quarter of an acre of land held by Moses Blake and wished to turn out in respect thereof one Cow and one Donkey.

The Court decided not to allow him to turn out anything in respect of his holding.

The Agisters Reports as to persons who held allotments in respect of which they claimed to depasture Animals in the Forest were considered and discussed but no resolution was come to upon them. The matter being left in the Clerks hands to deal with.

This terminated the business of the Court.

x^d

[signed] *W. Clement D. Esdaile*
Vice Chairman

[p.315]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Tuesday the 13th day of May 1890.

Present.

Lieut. Col. William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esq.
Lord Montagu.
William Gascoigne Roy Esq.
Francis Frederick Lovell Esq.
George Augustus E.T.G. Meyrick Esq.

The Court was opened with the usual Proclamation by the Crier.

It was resolved that the Deputy Chairman be Chairman in the absence of the Official Verderer.

The Minutes of the last Meeting were read and confirmed.

The Clerk produced and read a letter from the Official Verderer regretting his inability to attend.

The Hon. G. Lascelles Deputy Surveyor of the New Forest attended the Court and reported that numerous felonious fires of Gorse Heath and Furze had occurred of late and were constantly recurring and that very serious damage was caused thereby. He made application to the Court for the appointment of Sixteen Forest Keepers and Underkeepers as Special Constables in pursuance of 1 and 2 William IV C.41 for the purpose of the prevention of these Acts of Felony and the detection and apprehension if possible of the offenders and made deposition in the necessary form of affidavit according to the said Act as follows:—

New Forest in } I Gerald William Lascelles of Lyndhurst in the New Forest in the
the County of } County of Southampton Deputy Surveyor of the said New Forest
Southampton } upon my oath say:—

That on the ninth day of February the fourth and ninth [p.316] days of March 1890 a series of felonious acts have been committed in various parts of the said New Forest by some person or persons unknown whereby very serious injury might have arisen to the Plantations and other property of Her Majesty situate in the said New Forest and that I apprehend that such offences will continue to be repeated. That the ordinary Constables for preserving the Peace in the several Parishes and Townships within the perambulation of the said New Forest are not in my opinion sufficient in number for the detection and discovery of the offender or offenders for the preservation of the Peace and for the security of the property of Her said Majesty within the said New Forest.

Sworn by the said Gerald William Lascelles }
before us at a Court of Swainmote and }
Attachment holden at Lyndhurst in the County } Gerald W. Lascelles.
of Southampton this 13th day of May 1890. }

W. Clement D. Esdaile
Montagu
W. Gascoigne Roy

The Court thereupon directed the following Forest officers to be sworn in in the form prescribed by 1 and 2 William IV C.41 as Special Constables to act within the limits of the New Forest for 12 months next ensuing and they were sworn accordingly.

George Bumstead	Ashley Lodge, Fordingbridge.	Keeper.
Frank Harrington	Minstead, Lyndhurst.	Underkeeper.
Harry Coles	Holly Hatch Cottage, Broomy Township, Ringwood.	Underkeeper.
Arthur Parnell	Fritham, Lyndhurst.	Underkeeper.
John Wilkins.	Ironshill Lodge, Lyndhurst.	Keeper.
George Gale the Elder	Church Place Cottage, Totton.	Underkeeper.
John Slightam	Wilverley Lodge, Wootton, Lymington.	Keeper.
Samuel Gulliver.	Burley, Ringwood.	Underkeeper.
Charles Bessant	Denny Lodge.	Keeper.
Joseph Tuck	New Copse Cottage, Brockenhurst.	Underkeeper.
[p.317] Francis Lane	Boldrewood. Lyndhurst.	Keeper.
Charles Hurst	Linford Cottage near Ringwood.	Underkeeper.
George Gale the Younger	Dibden near Beaulieu	Underkeeper
John Thorn	Fritham. Lyndhurst	Underkeeper.
Robert Holmes	Holmsley: Ringwood	Underkeeper.
Andrew Ryman	Stockley Cottage, Brockenhurst	Underkeeper.

The Clerk was directed to give the necessary notices to the Home Office and Lord Lieutenant of the County of their appointment.

Alfred Chandler }
v } Adjourned from last Court.
James Gritt }

The Defendant now appeared and pleaded Guilty. In consideration of his long illness the Court only fined him 1/- & 5/- costs remitting the balance of the Costs & allowing him till July 7th to pay.

The Clerk produced and read the correspondence with the Western Counties &^c Telephone Company and he was directed to write and say that this matter was a question of precedent and the Verderers had no power to receive from the Company a sum down as proposed by them as this would have the aspect of an absolute sale, and a Grant by way of permanent license to put Posts into the open Forest. What the Verderers required was an annual acknowledgment by the Company of the Commoners Rights in and over the spaces occupied by the Poles and they would be prepared to accept a penny a year but could not accept any payment in gross.

Copy Correspondence.

The Western Counties & South Wales Telephone Comp^y L^d.
Head Offices. 16 High Street. Bristol.
25 March 1890.

Dear Sir,

In further reference to your favour of the 17th inst. [p.318] I beg to say I have been looking into this matter and I find that in my letter of the 28th Sept^r last I made you an offer while not admitting your right to any compensation or to any payment whatever from us of 2/6 in full and final settlement of the value of the eatage of the grass which might have been or might hereafter destroyed by the insertion of our poles. I repeat that offer without prejudice and regret that I cannot see my way clear to pay you an annual rental, however small, as in my opinion that would be to acknowledge that we were there by your permission which we contend is not the case as we are in possession under a Crown License; this is our final offer and I must beg you to be good enough to understand that it will not be repeated. I would just mention that our offer was made upon the following basis, we considered (and we should have no difficulty I think in proving it if that were necessary) that the amount of pasture that might be said to be interfered with by our poles was less than a penny value annually and in offering you 2/6 down as a full and final settlement for loss of eatage we consider we were giving you 30 years purchase and this seemed to us to be a fair price; the matter is a very small one and I trust that the Verderers will see their way clear to accept this offer which is made as I said before without prejudice and solely with the desire upon our part for a friendly settlement.

Yours faithfully
H.F. Lewis
General Manager.

G. Mortimer Esq.
Clerk to the Forest Verderers.

Clerks Office, Romsey, Hampshire.
May 21 1890.

Dear Sir,

Your letter of the 25th March last was duly laid before the Verderers at a Meeting held on the 13th instant in reply I [p.319] am directed to say that the whole question involved in the correspondence that has passed between us is one of precedent and right. The Verderers have no power to receive from the Company a sum down as proposed by you as this would have the aspect of an absolute sale which can only be carried out under direction of an Act of Parliament. What the Verderers require is an annual acknowledgement by your Company of the Commoners rights in and over the land occupied by your Poles in the open wastes of the Forest. The matter is not a monetary one and as you have based your calculation upon the value of land occupied by your posts being a penny a year, the Verderers are prepared to accept your calculation for the purposes of this arrangement and to accept payment of one penny annually.

I am Dear Sir, Yours faithfully
G.F.W. Mortimer, Clerk.

H.F. Lewis Esq.

The Clerk reported that he had not received the account of the High Sheriffs expenses of the recent election of Verderers.

He produced and read his letters sent by direction of the Court to M^r J. Steer Newman and stated he had received no acknowledgment of them. It was resolved that the Clerk should again write to M^r Newman expressing surprise that he had taken no notice of the letters sent to him and reminding him of his own statement in open Court that if it could be proved that he was not qualified he would pay the whole Costs of the Election and requesting him to favour them with an early reply.

The Clerk further reported that he had received no written complaint from M^r J. Steer Newman against the Agister Chandler in support of his allegation against the Agister of rudeness to himself and his wife and which he was requested at the last Court to put in writing and send.

[p.320]

Copy letters to Mr Newman.

Clerks Office, Romsey, Hampshire
March 17th 1890.

Sir,

I am directed by the Verderers of the New Forest sitting at a Court of Swainmote held on the 3rd March inst to write to you relative to the suggestion made in open Court that you were not qualified under Sec. 15 of the New Forest Act 1877 to be an Elective Verderer of the New Forest.

As this public suggestion has been made that you are not so qualified I am to ask you respectfully that you will be so good as to grant me an inspection of your Title Deeds or to refer me to your Solicitor for such an inspection in order that the question may be set at rest.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers.

J. Steer Newman Esq.

Clerks Office. Romsey. Hampshire
8 April 1890.

Sir,

I am directed to write to you and request an early answer to my letter of the 17th March last.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers.

J. Steer Newman Esq.

The Report of the subcommittee upon the question of providing additional Polling Stations at future contested Elections of Verderers was not ready and the matter was ordered to stand over until next Court.

The Court then proceeded to consider M^r Roys notice of motion as follows:–

“To consider and determine what steps if any should be taken [p.321] to secure easier access to and inspection of the Register of Commoners entitled to vote at the Elections of Verderers of the New Forest.”

M^r Roy addressed the Court and suggested that copies of the Register should be deposited at Lyndhurst, Brockenhurst or Beaulieu, Eling and Ringwood and suggested arrangements should be made with the Schoolmasters at these places to take charge of the Register and a moderate fee should be charged for his inspection.

Lord Montagu suggested that the Assistant Overseers should have charge of copies of copies of the Register and M^r Eyre that they should be deposited at the Post Offices.

It was resolved that the Clerk be directed to consider the matter and bring up a report to the next Court on the subject.

M^r Lovell addressed the Court and read the Official Report of the Judges at the recent Stallion Pony Show which was held at Lyndhurst on the 30th April last.

Copy same.

Pony Show. April 30th 1890.

Report of the Judges.

The Judges are unanimously of opinion,

1. That more Ponies were shown this Year than last, 95 to 87.
2. That there was a very great improvement in all classes, and in all respects.
3. That the Forest will be much better served this Year than in 1889.
4. That the turning out of Sires that have been stabled should not be compulsory before May 15th.
5. That the continuation of these Shows is most important and that all possible means should be taken to make them annual.
6. That a deep debt of gratitude is due to those Commoners who turn out sires for the public benefit as well as their own and that a liberal return should be awarded to them.
7. That new Blood is most important and that all means [p.322] should be taken to derive it from those mares imported, and held in hand for the purpose.
8. That the best height for Sires is from 13.2 to 14.2 and that great bone & power are material points.
9. That the owners of all Mares should be invited to make some return to those fellow commoners who find sires for their benefit. It is quite impossible that the Verderers can go on providing funds as they have lately done.
10. The New Forest as a breeding ground is much larger, more sheltered and offers better food than Exmoor, and compared with the Mountains of Wales is still more sheltered, has a better climate and also better food. The ponies are consequently larger and it is perhaps the best breeding ground in Britain.
11. Ponies are becoming every day more valuable.
12. It is greatly to be hoped that the turning out of Ponies during the early spring months may rapidly decrease, in too many cases cruelty and certain loss are combined.

13. That the turning out of 2 year olds in the Forest should not be compulsory. They are much better out of it (if enough mature Sires are provided) 1st for their own improvement sake, 2nd for general breeding purposes.
14. That special prizes should be given at all future Shows to 2 year olds the produce of the imported horses held in hand for the purpose of producing new blood to intermix with those roaming in the Forest.
15. That the Verderers should make it a rule that all Sires should be examined annually by a Veterinary Surgeon at the Pony show, and that no 2 year olds should be passed by any Verderer until they have been passed by a Vet^y: as being properly qualified in his opinion both as regards quality size shape and soundness for future use.
16. In future catalogues the remarks of the Judge of the preceding Year might be published.
17. The names of all Sires represented at these Shows, if known, and capable of proof, should be given in the Catalogue.

(Signed) George Meyrick. Henry Saunders. Francis F. Lovell. Jonathan P. Baird. Fred^k J. Strange.

[p.323]

Copy M^r Goodalls letter.

Christchurch. 6th May 1890.

Sir,

In reply to your enquiries I beg to say that the Show of Ponies this Year was a very great improvement on last Years show, to give adequate expression to the impression made on my mind as regards the difference in the quality of the Ponies at this and last Years show I must use some superlative adjective and I should say the improvement was most astounding!!

Yours faithfully

J.B. Goodall. M.R.C.V.S.

F.F. Lovell Esq.

A general discussion on the subject took place especially as to the exclusion of Polish <Entire> Horses and Mares from the Forest and the mode of raising funds for carrying on the Show in future Years.

M^r Lovell suggested that an increased marking fee of 1/- should be charged in respect of every mare turned into the Forest the owner of which did not at the same time turn in an Entire Horse so as to raise a Fund for premiums.

The Chairman pointed out the Bye Laws would have to be altered if this scheme was carried out and M^r Lovell gave notice that he should at next meeting formulate and move the adoption of the necessary Bye Law to carry it out.

The Clerk was directed to make a separate return of the number of Horses and Mares at present depasturing in the Forest.

The Court directed the Clerk to write and thank M^r Goodall for his services and to remit to him a cheque for 3 gu'as. his Fee.

On the question of Bulls being allowed to roam at large in the Forest. It was resolved that it is desirable that Bulls should roam in the Forest, that yearling Bulls alone should be allowed to roam up to two years old, that they should only be allowed to roam at large during the months [p.324] of May, June, July, August and September.

The Report of the Sub Committee as to making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts 1878-1886 was not prepared but the matter was considered and discussed and it was resolved that a formal Report on the matter should be presented at next Court and steps be taken in the matter.

The Chairman brought forward the question of the acquisition of certain parts of the Forest for the purposes of Allotment under 1 and 2. W^m IV C.59. and explained what had been done at Boldre and the importance of the Act. The Clerk was directed to especially report to the Court any action taken by any person or bodies of persons to enclose or take steps to enclose any part or parts of the Forest for the purposes of Allotment.

The Agister Newbolt handed in the following Report.

Bank, Lyndhurst.
May 3rd 1890.

Sir,

I beg to report that the Lyndhurst Water Works Comp^y are erecting a large reservoir on Emery Down Hill near the Church.

From your obedient Servant
Charles Newbolt. Agister.

G.F.W. Mortimer Esq.

The Clerk was directed to take steps to find out the position of the Company whether they had Parliamentary powers or not and if so to obtain a copy of their Bill and to take steps to preserve the Commoners Rights.

The Clerk reported that M^f Auberon Herbert had paid his yearly [p.325] acknowledgment of one shilling which the Verderers recommended should be paid in respect of a proposed Roadway as shown on a Plan from A. to C. which was produced at a Court of Swainmote held on the 3rd March 1890.

The Clerk was directed not to advertise in future in the Hampshire Advertiser but either in the Western Gazette, Salisbury and Winchester Journal or the Hampshire Independent in consequence of the heavy charges made by the Advertiser.

The Clerk was directed to pay the balance due to M^r Roberts on the repairs to Bridges and Drains account and a sum of Five Pounds was voted to M^r Roberts for the trouble he had taken in the matter.

The Agisters attended and paid over the following sums they had received for marking commoners cattle viz:—

Alfred Chandler	£33. 5. 0
Charles Evemy	£30.14. 0
John Moody	£18.14. 0
Charles Newbolt	£ 7.19. 0

The usual Financial Statement was produced which was ordered to be entered on the Minute.

Copy Financial Statement.

on next page.

[p.326]

1890.					1890					
March 4	By Balance from last account	62	2	6	March 17	To Mr Mortimer for Agisters postages 1889	3	5	6	
	” Cash received of Agisters at Court yesterday for marking Comm ^s Cattle to date viz:—				” 27	” ¼’s Salary to Agisters due Lady Day 1890 viz:				
	C. Evemy 2.14. 0					C. Evemy 17.10. 0				
	C. Newbolt 2. 1. 6					C. Newbolt 17.10. 0				
	A. Chandler 1. 8. 0	6	3	6		A. Chandler 17.10. 0				
	” Cash received of Non Comm ^s for Licenses to this date viz:—				April 8	” J. Moody for gravelling pound at Fritham	70	0	0	
	Licenses 2. 2. 6				” 23	” M ^r Mortimer ¼’s Salary due Lady Day 1890	1	3	2	
	Head Money 5. 0. 0						37	10	-	
	Marking fees 2. 6. 0	9	8	6						
April 9	” Dividends on £4787.18.0 2¾% consols	32	1	11		Balance	17	17	-	
” 22	” Cash received from Non Comm ^s to this date for Licenses viz:—									
	Licenses 1.10. 0									
	Head Money 2.10. 0									
	Marking fees 1. 2. 6	5	2	6						
May 1	” Cheque of Lord Montagu prize for best five 2 year olds	5	0	0						
	” Cash of G.A. Meyrick Esq (extra prize) supplementary to M ^r Fabers.	2	10	0						
” 5	” Cheque special prize (M ^r Faber)	5	0	0						
” 8	” Yearly acknowledgment of M ^r Auberou Herbert		1	0						
	” Cash for Catalogues sold at Pony show		16	9						
” 10	” Cash of Non Comm ^s for License to date viz. Licenses 10/- Head Money 12/6 Marking fee 6/6	1	9	0						
		£	129	15	8		£	129	15	8

[signed]
W. Clement D. Esdaile

/x^d/

[p.327]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Monday the 7th day of July 1890.

Present.

The Right Hon. Lord Basing. Official Verderer.
Colonel William Clement Drake Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire.
Lord Montagu.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual Proclamation by the Crier.

The Minutes of the last meeting were read and confirmed.

Two Forest Keepers who were unable to attend the Court held on the 13th of May 1890 namely Frank Harrington and Henry Gulliver attended and were sworn in in the form prescribed by 1 and 2 William IV Ch. 41 to act within the limits of the New Forest for 10 months from the 7th July 1890.

The Court proceeded to consider the mode of payment of the High Sheriffs expenses.

After a general discussion it was resolved that this Court is of opinion that the High Sheriffs expenses connected with the last election of Elective Verderers should be paid by the Court.

The Clerk produced and read the correspondence that had taken place since the last Court with the Western Counties and South Wales Telephone Company Limited which was ordered to be entered on the Minutes.

[p.328]

The Western Counties & South Wales Telephone Comp^y Limit^d
Head Offices. 16 High Street
Bristol. May 29th 1890.

Dear Sir,

In further reply to your favor of the 21st I beg to say that we have carefully considered your proposal and we thank you for your evident desire to meet us in the matter; but we are still in this very great difficulty. While wishing in every way to please all parties, we are as you know a Licencee of the Crown, and therefore before I can advise my Directors to acknowledge the rights, which you claim, I must ask you to kindly favor me with precise answers to the following questions.

(1) Under what Act of Parliament or other authority have the Verderers acquired the right to lease common rights over Crown land?

(2) Under what authority can they claim an annual payment, or are authorised to commute such annual payment by a lump sum?

Of course, in answering this question to us, you will be good enough to bear in mind that the land is being used by us under licence from the Crown, in a lawful manner.

(3) Are you prepared to grant us a lease of the common rights over the land in question?

(4) Are you prepared to indemnify us from any claim set up by any individual Commoner, who might consider his rights to be affected.

I regret giving you so much trouble in this matter but I must ask you to be good enough to kindly for a moment place yourself in our position and I think you will at once admit that, however anxious we may be to give the Verderers any rights which they are legally entitled to, yet, on the other hand as Licencee of the Crown we have to be most cautious in our dealing with other parties to do nothing which in the slightest degree might affect our Licence (which is a very important one to us) in an adverse manner. Your early reply will oblige.

Yours faithfully H.F. Lewis. Gen^l Manager

G.F.W. Mortimer Esq.

[p.329]

Clerks Office, Romsey, Hampshire.
7th June 1890.

Dear Sir,

In reply to your letter of the 29th May 1890 I beg once again to assure you that the Verderers have no desire to interfere unnecessarily with the work of your Company, they have a duty to perform as public officers both as regards their judicial character and also as elected by the Commoners as Guardians of their rights and it is clear that no License of the Crown can abridge or extinguish the rights of the Commoners to feed their animals in and over the open waste of the Forest that can only be done by Act of Parliament.

The destruction of the Feed of the Forest is an offence punishable by the Verderers in their Court of Swainmote notwithstanding any Crown Licence. The destruction of such feed by your Comp^y may be very small but to permit it to pass unchallenged might and probably would lead to serious inconveniences. In reply to your enquiries.

(1) The Verderers have not claimed a right to lease Common rights over Crown Lands and I am unable to apprehend the reason for asking this question.

(2) The Verderers claim as the representatives of the Commoners a nominal sum by way of acknowledgment of the rights of the Commoners to feed their commonable animals over the Land occupied by your Company's poles and they have distinctly declined to commute such annual acknowledgment by a "lump" sum which course they believe to be beyond their legal powers as I have already stated.

(3) Therefore the Verderers are not prepared to grant your Company a lease over the land in question; the usual course has been to insert certain clauses in the Bills or Provisional Orders of

Railway, Water and other companies, who have proposed to deal with Forest Lands for the purpose of protecting and guarding the Rights of the Commoners.

(4) But as the Verderers accounts are annually published and from them it can be seen that your Company are annually [p.330] acknowledging the Rights of the Commoners, the risk of any claim being set up by an individual Commoner is nil.

In conclusion I fail to see how the compliance with the Verderers demand for an annual nominal acknowledgment can prejudicially affect your Company. On the contrary I should venture to think that it would strengthen your position and save you from possible molestation.

Yours faithfully
G.F.W. Mortimer

H.F. Lewis Esq.

16 High Street, Bristol.4
June 9th 1890.

Dear Sir,

I have to acknowledge receipt of your very long and kind letter of the 7th inst with many thanks. I will lay it before my directors at their next meeting and communicate with you again. I have no doubt that this little matter which unfortunately happens to be one of principle on both sides, will be amicably settled to our mutual satisfaction.

Yours faithfully
H.F. Lewis
General Manager.

G.F.W. Mortimer Esq.

16 High Street, Bristol.
June 14th 1890

Dear Sir,

In further reply to your letter of the 7th I beg to say that I have submitted this matter to the Directors who have fully considered it. I may add that we have taken advice upon the whole question and I regret that I am unable in any way to admit your rights to abridge or interfere with, in the slightest degree the Licence we hold from the Crown. Without prejudice however and with the view of settling the matter amicably & thus preventing further trouble proceedings or annoyance to both you and as I [p.331] will pay you an annual nominal fee of one penny for the value of the eatage which our poles disturb, but I cannot admit anything beyond this.

Trusting that this will now settle the matter I beg to enclose one penny and if you will acknowledge the receipt of this letter it will be all that is necessary.

Yours faithfully
H.F. Lewis. General Manager.

G.F.W. Mortimer Esq.

Clerks Office, Romsey.
June 23rd 1890.

Dear Sir,

On my return to the office today, I found your registered letter of the 14th inst & the enclosure awaiting me the receipt of which I beg to acknowledge and to thank you for and herewith please find the usual formal receipt for the payment you have made.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers.

H.F. Lewis Esq.

16 High Street, Bristol.
June 25 1890.

Dear Sir,

I thank you for your favour of 23rd inst and for the receipt enclosed which I should have answered earlier but have been away from Bristol for a couple of days. I am very pleased to find that this little difficulty has ended as I always suggested it would do in an arrangement satisfactory to both parties. I am sorry that we have had such a very lengthy correspondence in the matter, but of course being a matter of principle with both of us it could not well be avoided.

Yours faithfully
H.F. Lewis
General Manager & Sec^y.

G.F.W. Mortimer Esq.

[p.332]

The Clerk produced and read the correspondence that had taken place since the last Court with the Solicitor to the Lyndhurst Gas and Water Works Company, and he was directed to write the letter of the 10th July 1890.

Copy Correspondence

Clerks Office, Romsey, Hampshire
19th May 1890.

Dear Sir,

I am directed by the Verderers present at a Court of Swainmote held on Tuesday the 13th inst to express their surprise that works should have been undertaken by your Company at Emery Down Hill without any communication being made to the Verderers on the subject. I am to ask whether you have any parliamentary powers if so will you be good enough to supply <me> with a copy of your Act or provisional order and I am to warn you that the Verderers will require compensation for any permanent works carried out in the open waste of the Forest.

It has been usual in all parliamentary applications of powers of any description to communicate with me and have clauses inserted in the Bill for the protection of the Verderers acting on behalf of the Commoners.

I must therefore ask for a prompt reply as my instructions are to take every step to protect the Commoners interests without delay.

Yours faithfully

G.F.W. Mortimer. Clerk to the Verderers

Mess^{rs} Schofield & Co.

11 Queen Victoria Street, London E.C.

21st May 1890

Lyndhurst Gas & Water Works Coy Limited

Dear Sir,

Mess^{rs} Schofield & Lacey the contractors for constructing the works of this Company have handed me your letter to them of the 19th instant.

I would remind you that the Company is acting under the provisions of a Board of Trade order authorising the Constructors of the Reservoir at Emery Down Hill and that when the confirmation Bill was before the House of Lords you, on behalf of the Verderers obtained [p.333] the insertion of certain clauses relating to compensation to the Commoners. The Company have commenced the works referred to with the leave of the Commissioners of Woods and Forests.

I am Dear Sir, Yours truly

Henry F. Kite.

G.F.W. Mortimer Esq.

Clerks Office, Romsey, Hampshire

22nd May 1890.

Dear Sir,

I am in receipt of your letter. I am aware that some two years ago I obtained the insertion of certain clauses on behalf of the Verderers in a Bill then before the House of Lords dealing with the supply of Gas and Water to Lyndhurst but since that time I have heard nothing of the matter. You must be aware that before the Promoters touched the land you should have served notice to treat upon the Verderers through me in the usual way and settled the price to be paid to the Verderers on behalf of the Commoners of the New Forest. The Commissioners of Woods Forests &^c have nothing to do with any questions between the Verderers and the Company. The matter is so simple and with actual clauses in your Company's Bill I fail to see how such a mistake could have arisen. You must now at once send an undertaking to pay such compensation as may be awarded with interest from the time of taking possession damage if any and all preliminary and other costs and expenses involved by the Verderers or I must take steps to stop the works.

Yours faithfully

G.F.W. Mortimer

H.F. Kite Esq.

11 Queen Victoria Street, London E.C.
23rd May 1890.

Dear Sir,

The land in question is scheduled to the Company's order and the Company has entered upon the same under an agreement with the [p.334] Commissioners of Her Majesty's Woods Forests & Land Revenues.

I enclose an extract from the agreement relating to the construction of the Reservoir and the restoration of the land by which you will observe the rights of the Commoners are not affected.

It appears to me inasmuch as the Company is rightfully in possession of and acting under its Board of Trade order and the Agreement referred to that the Verderers should if they still consider they have any cause of complaint communicate with the Commissioners of Woods &c.

I am dear Sir, Yours truly,
Henry F. Kite.

G.F.W. Mortimer Esq.

Clerks Office, Romsey, Hampshire
24th May 1890.

Dear Sir,

I do not agree with you and must decline to correspond with anyone but the proper Solicitor or agent of the Company on this matter. I must press for a reply to my last letter. Please send a copy of your Bill giving your Company powers to take the land for which I will pay the usual charges.

Yours faithfully
G.F.W. Mortimer

H.F. Kite Esq.

11 Queen Victoria Street, London E.C.
2nd June 1890.

Dear Sir,

I am in receipt of your letter to me of the 24th ultimo. I propose submitting the correspondence between us to the Comm^{rs} of Her Majesty's Woods and Forests. The Act confirming the Provisional order is the "Gas and Water orders Confirmation Act 1886" (49 & 50 Vic. Ch. 59. Local 59) I am sorry I have not a copy to send.

I am, Dear Sir, Yours truly
Henry F. Kite.

G.F.W. Mortimer Esq.

[p.335]

Clerks Office, Romsey, Hampshire.
3rd June 1890.

Dear Sir,

Lyndhurst Gas & Water Coy.

I beg to acknowledge the receipt of your letter of the 2nd inst and I observe what you say.

Yours faithfully
G.F.W. Mortimer

H.F. Kite Esq.

Clerks Office, Romsey, Hampshire.
10th July 1890.

Dear Sir,

Referring to your letter of the 23rd May last which was duly laid before the Official Verderer Lord Basing and the Verderers present at a Court of Swainmote and Attachment held at the Verderers Hall Queens House Lyndhurst on Monday last the 7th inst being the next Court after its receipt I am directed in reply to point out that the Office of Woods and Forests are not concerned with the question of the rights and claims of the Verderers as representing the Commoners of the New Forest and could not with propriety be referred to as you suggest.

That the powers exercised by your Company are not under an order of the Board of Trade but under the Act of Parliament legalizing such order.

That the Act contains a clause expressly inserted to meet the rights and claims of the Commoners as represented by the Verderers.

That the Verderers are unable to waive such rights and claims except on the tender of such a satisfaction by way of compensation or payment as may be agreed upon.

The Verderers in insisting upon such rights and claims are only anxious to obtain such a reasonable and moderate recognition of them as has been readily accorded by the promoters of other undertakings of an analogous character [p.336] but I am directed to add that legal steps must be taken for enforcing the same unless I hear from you in reply that the promoters are ready to meet the claims of the Verderers as representing the Commoners of the New Forest.

I am, dear Sir Yours faithfully
G.F.W. Mortimer.

Henry F. Kite Esq.

Clerks Office, Romsey, Hampshire
16 July 1890

Dear Sir,

I am directed to request you to be so good as to give immediate attention to the communication addressed to you on the 10th instant by order of the Official Verderer and Verderers of the New Forest and to furnish me with a reply thereto at your very earliest convenience.

I am, Dear Sir, Yours faithfully
G.F.W. Mortimer.

Henry F. Kite Esq.

It was resolved that in the event of the answer to the letter of the 10 July being unsatisfactory that the Official Verderer and Col. Esdaile are empowered to direct such steps to be taken by way of injunction or otherwise as they may be advised to be necessary for the enforcement of the claims of the Verderers under Section 57 and 58 of the Provisional Orders Confirmation Act 1886 (49 & 50 Vic. Ch. 59).

Col. Esdaile produced and read the report of the subcommittee appointed to consider the question of providing additional Polling Stations at future contested elections of Verderers.

Copy Report.

Warrens. July 6, 90.

Dear Mr Esdaile,

Burley Fordingbridge, Brook (to take Fritham & others like Redlynch Lanford)
Lyndhurst (not Lyndhurst Road as quite [p.337] needless if) Totton, Hythe, Beaulieu, Brockenhurst.

These seem the necessary Polling Places. I have been very much driven of late.

Yours truly
G.E.B. Eyre

The Report was adopted substituting Hythe for Dibden therein.

The Clerk produced and read his Report on the subject of securing easier access to and inspection of the Register of Commoners entitled to vote at the election of Verderers of the New Forest. The Report was considered and adopted and the change of 1/- for every search was fixed by the Court as being a proper fee to be charged.

(Copy Report.)

To the Official Verderer and Verderers of the New Forest.

Gentlemen,

In accordance with instructions given me at a Court of Swainmote held on the 13th of May 1890 and in compliance with a communication received from the Official Verderer I have been in communication with the Assistant Overseers of the parishes of Lyndhurst, Brockenhurst, Beaulieu, Eling and Ringwood relative to the deposit of copies of Register of Commoners entitled to vote at the election of Elective Verderers of the New Forest so as to secure an easier access to an inspection of the Register by the Commoners of the New Forest and herewith I submit the replies of such assistant overseers who in each case express their willingness to take charge of a copy of the Register and to produce the same for the inspection of Commoners desiring to see it on payment of a fee to be settled by the Verderers and I now await orders as to the amount of the Fee to be charged.

I am Gentlemen, Your obedient Servant
G.F.W. Mortimer.

M^r Lovell produced and read his report upon the subject of the improvement [p.338] of Forest Ponies and the mode of raising the premiums for the encouragement thereof in the future. The Report having been discussed was ordered to be amended copied and circulated amongst the Verderers for consideration at the next Court.

The Report of the subcommittee relative to making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts was not ready and the matter was ordered to stand over until the next Court.

On the question of the remuneration to be paid to M^r Roberts in respect of his supervision of the repairs to the Bridges and Drains, after an explanation by Col. Esdaile it was unanimously resolved that a sum of £10 be voted to M^r Roberts namely £5 in addition to the sum of £5 voted at the last Court for the trouble he had taken in the matter.

The Agister Newbolt reported that a new Cricket Shed had been erected upon the Ground at Minstead.

The Clerk was directed to see that the Club complied with the usual terms of the Court as to erections and enclosures of this nature he being directed that if the Enclosure of the Ground was paid for no extra charge was to be made for the erection.

The Agister Newbolt further reported that the Bridge at Butts Lawn was in a very bad state. The subcommittee undertook to view and report upon it.

The Agister Chandler reported that the Camp recently occupied by the Engineers at Rhinefield had not been properly cleaned up and there was a great deal of glass and rubbish about and thought it would take about a day to clear it. He was ordered to attend with a man to clear away the refuse and bury it and to pay the man two shillings and six pence for his days work.

The Clerk produced the usual Financial Statement which was ordered to be entered on the minutes.

[p.339]

Copy Statement

1890	By Balance from last a/c	17	17	-	1890				
May 14	" Cash received of Agisters for marking Commoners cattle to this date viz.				May 13	To J.B. Goodall Esq. services at Pony Show Wednesday 31 st April 1890	3	3	-
	A Chandler 33. 5. 0				" "	" J.H. Roberts Esq Balance due on a/c of repairs to Bridges & Drains	12	9	7
	C. Evely 30.14. 0				" "	" H. King Esq. Advertising Oct 5 th & 12 th	3	1	-
	J. Moody 18.14. 0				" 14	" Cheque Book		5	-
" "	C. Newbolt 7.19. 0	90	12	-	June 24	" Agisters Quarters Salary to Midsummer 1890 viz.			
	" Cash of Non Comm ^{rs} for Licenses to this time viz:-					C. Newbolt £17.10. 0			
	Licenses 1. 2. 6					C. Evely £17.10. 0			
	Head Money 1.12. 6					A. Chandler £17.10. 0			
	Marking Fees 16. 6	3	11	6		J. Moody £17.10. 0	70	-	-
" 28	" Sale of debris of old Ober Bridge		7	6					
June 23	" Yearly acknowledgment by Western Counties & Telephone Comp ^y			1		Balance	23	9	6
		£ 112	8	1			£ 112	8	1

The following Bills were passed for payment viz:-

Drake Driver & Leaver	1.16. 6
Eyre & Spottiswoode	14. 3
Bennett Brothers	2.18.11

The Agisters paid over the following amounts for marking Comm^{rs} Cattle viz:

	Charles Newbolt	£11. 5. 0
	Charles Evely	£20. 5. 0
[p.340]	Alfred Chandler	£34.11. 0
	John Moody	£34. 14. 0

This terminated the business of the Court.

[signed] *Montagu*. Chairman
Official Verderer

[p.341]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Saturday the 30th day of August 1890.

Present.

Lord Montagu. Official Verderer.
Colonel Esdaile.
G.E.B. Eyre Esq.
W^m Gascoigne Roy Esq.
F.F. Lovell Esq.
G.A.E.T.G. Meyrick Esq.

The Court was opened with the usual Proclamation by the Crier.

The Clerk read a communication addressed to the Right Hon. The Lord Montagu by the Lords of Her Majesty's Treasury containing the Official appointment of his Lordship to the position of Official Verderer of the New Forest.

It was resolved that the letter and Appointment be entered on the Minutes.

[printed material]

Treasury Chambers, 18th August, 1890.

My Lord, – I am directed by the Lords Commissioners of Her Majesty's Treasury to transmit to you herewith Her Majesty's warrant, appointing your lordship to the office of Official Verderer of the New Forest. – I am, my lord, your obedient servant.

A. Akers-Douglas.

The warrant was as follows:–

Victoria R., – Whereas we are graciously pleased to exercise the authority vested in us by the New Forest Act, 1877, of nominating a person during our pleasure to the office of Official Verderer of the New Forest,

We do, therefore, by these presents, in pursuance of the said Act, nominate and appoint our right trusty and well-beloved Henry John Douglass Scott-Montagu, Lord Montagu of Beaulieu, to be the Official Verderer of the New Forest, to hold that office during our royal pleasure, with all the powers, rights, duties, and privileges.

Given at our Court at Osborne in the fifty-fourth year of our reign, this 24th day of July, 1890.

Sidney Herbert.
W.H. Walrond.

Lord Montagu, who expressed his regret at being obliged to depart from the custom of the Court by remaining seated, then addressed the Court as follows:–

Gentlemen, you have just heard read Her Majesty's gracious appointment of myself as Official Verderer of the New Forest in place of Lord Basing, who has presided over this Court since 1877 –

a period of nearly fourteen years. I have received a letter from Lord Basing, which I will read to you:—

Haddington House, Winchfield, August 28, 1890.

Dear Montagu, — May I ask you to express to the verderers when they next assemble the sincere regret I have felt in relinquishing the post of Official Verderer of the New Forest, and thus severing my connection with valued colleagues, from whom I have always experienced the kindest support in carrying on an honourable and interesting function. In the earlier years I felt frequent attendance to be necessary, and that my Parliamentary and official positions were of some real advantage. But, of late, while the Acts have been working smoothly, and the finance has been satisfactory, and my own engagements elsewhere have rather increased than otherwise, I have found the burden of attendance from here or from London very serious, and so determined to resign.

It is a great satisfaction to me that you have become my successor, and I am persuaded that your appointment will give general satisfaction in the Forest. I do not anticipate any clashing between the Crown and commoners which will not be of easy adjustment. On that point, I consider that all verderers, whether elected or nominated, were equally bound to do equal justice in both directions, according to the provisions of the New Forest Acts; nor did I find in them any special instructions for the discharge of my duties inconsistent with this view. — Believe me, truly yours.

Basing.

Lord Montagu, continuing, said: I am sure that you all regret that Lord Basing has resigned the office, the duties of which he has so ably discharged during that time. No-one regrets that he has resigned more than I do, especially as I am called upon to succeed him and feel how difficult it will be for me to fill his place. Knowing the claims upon Lord Basing's time (especially now that he has become the Chairman of the County Council of Hampshire), and the inconvenient distance he lives from Lyndhurst, the capital of the New Forest, where our Court sits, we cannot be surprised that he should have wished to be relieved from attending here to our affairs. Lord Basing is a great loss to us. He has had great experience in public affairs, in official life and business; was accustomed to preside at meetings of boards and committees, and thus acquired a power of conducting business quickly and with decision and clearness. Moreover, he had a thoroughly judicial mind, and excellent judgment. Lord Basing has thus given to this Court great weight, authority, and position, which, with your kind co-operation and assistance, I trust I may be able to preserve for it. I should also remind the Court that, when Lord Basing was appointed the first Official Verderer under the New Forest Act of 1877, the whole machinery of the Act under which he was appointed had to be set in motion. Delicate negotiations had to be carried out — with the Treasury, with the Office of Woods and Forests, and with respect to the financial arrangement of the money then standing to the joint account of the Crown and commoners. He also carried on the negotiations with the Government of the day, which resulted in the amending Act of 1879 being passed, which was so necessary to make the Act of 1877 complete. It is not necessary to go into details on these and other matters in which Lord Basing (then the Right Hon. G. Selater-Booth, and a member of the Government) was of great assistance to us and was able, by his official position and personal intercourse with the Ministers of the day, to solve many points of importance for the satisfactory working of the Acts of Parliament, which we, as a Court of Verderers, have to administer. Lord Basing is quite justified in saying, as he does in his letter, that his Parliamentary and official position was of real advantage to us and to the Court. Speaking of him personally, we shall always remember the consideration and attention he gave to us as his colleagues, and all who came before

the Court, however humble their stations in life. I now come to the question of my nomination by the Crown as Lord Basing's successor. Lord Basing has kindly expressed his satisfaction at my being nominated, and the hope that his satisfaction will be shared in the Forest. I trust that this may be the case, as one of the inducements which lead me to accept the position was that my appointment as Official Verderer would be acceptable in the Forest and for its benefit. I must, however, candidly avow that when it was first proposed to me that my name should be submitted to the Queen for the appointment, I expressed the serious doubt which I felt as to whether it would be possible for me to hold the position on account of my being the owner of large common rights in the New Forest. I felt that I might be placed in a false position, in which the official duty would conflict seriously with my interest as a commoner, bound up as it is with those of the commoners of the New Forest, with whom I have acted for five-and-twenty years, and thus been associated with them in the contests which have taken place, during that time, between the Crown and the commoners. Those conflicts, I think, were happily terminated in 1877, when, after many Parliamentary enquiries, the New Forest Act of that year was passed, which settled the relations between the Crown and the commoners, and regulated the administration of the Forest (other than that portion which is under the entire control of the officers of the Crown) by the Court of Verderers. I have always looked upon this Act as a treaty of peace between the two parties, having joint interest in the Forest, which had hitherto been in conflict. It has been in operation now for thirteen years, and has worked well with only occasional slight frictions, and it may, I think, be considered to have proved a success on the whole. Lord Basing says in his letter that he does "not anticipate any clashing between the Crown and the commoners which will not be of easy adjustment," and adds that on that point he considers that "all verderers, whether elected or nominated, were equally bound to do equal justice in both directions according to the provisions of the New Forest Acts," and that he did "not find in them (the Acts) any special instructions for the discharge of his duties inconsistent with this view." This is the view which Lord Basing expressed to me when I consulted him as to the position he considered he occupied as the Official Verderer of the Court appointed by the Crown, and it had a great influence upon me in coming to a decision on the subject. As members of the Court will remember, I have already, in Court, said that I entertained the [p.342] same view with regard to the position of an elective verderer's duties as Lord Basing has expressed in the passage from his letter which I have just quoted. Upon this I made a communication of Lord Basing's opinion; and, in expressing my concurrence with it, stated that if the position of Official Verderer as so described was accepted, and that his duty would be to preside as official chairman of the Court and to assist in carrying out the provisions of the Act of Parliament under which the office was constituted with as much regard for the interests of the commoners as those of the Crown, not as a partisan of the Crown or as a representative of the Office of Woods and Forests, I was prepared to accept the position of Official Verderer if Her Majesty was graciously pleased to confer that office upon me. I can only conclude that the view I expressed of the position and duties of the office was considered as satisfactory and correct, as shortly afterwards I received a letter from the Prime Minister informing me that I had been appointed the Official Verderer of the Court, and I trust that I shall be able to preside here with the same judicial impartiality as Lord Basing has done, and, with your kind assistance, to maintain the position of this Court. There would be no apprehension, I think, that we shall not have the views of all parties interested in the Forest fully represented before us. We may be sure that we shall have the interests of the Crown always strictly watched in the Court by its able representative, the Deputy-Surveyor, who, we may be sure, will always be on guard in all matters affecting the rights and privileges of the Crown. And as regards the interests of the commoners, besides the

representatives of the commoners in the Court, we never fail to hear from them, individually or collectively, everything that can possibly concern them. But I see in the public press announcements made as to our powers, and my own also as Official Verderer, which are quite as erroneous and fictitious as the statement that a salary of £7 a year is attached to my office. We are credited with the power to make woods and carry out all sorts of executive powers which we do not possess. It should be borne in mind, and it cannot be too often repeated, that this Court of Verderers is constituted under the special provisions of an Act of Parliament (the Act of 1877). In this Act our powers and duties are strictly laid down; and the officers or officials of the Crown have reserved for them under that Act also certain powers, which enable them, with only some restrictions for the general public interest, to deal independently with a defined area of the Forest. The rights and privileges, of both parties are carefully guarded and defined; and our duties, judicial and executive, are also clearly laid down. By carefully keeping to the exact duties prescribed to us, and not trying to over-reach each other, I feel sure that the Act which has worked so well up to now will continue to do so. There is, however, another and a most important body which is greatly interested in this Forest – I mean the general public, or I might more properly call it the nation at large – with which (though it has no special rights and privileges beyond the free use and enjoyment of the Forest as a great recreation ground) we must always in a marked sense feel that the Act under which we are constituted is connected. There are certain clauses in that Act which are drawn in the general public interest as well as in the interest of the commoners – I mean those which refer to its picturesque aspect, the non-felling of ornamental timber, the preservation of ancient woods, and the free rights of passage through the Forest. With respect to these provisions in the Act we have no jurisdiction. The Parliament of the kingdom is the Court to which the nation will have to go if there is any infringement of them. Whatever sympathy which, by association or interest, the commoners must have with the public privileges, the Court of Verderers, even elected as it is, has had no jurisdiction given to it. I have made these remarks owing to having noticed the erroneous and extravagant statement made not only as to the powers of this Court, but also of those of the Official Verderer. I will now conclude by saying that I shall endeavour to preside over this Court with strict judicial impartiality, with due regard for the interests, rights, and privileges of the Crown, as well as those of the commoners. In this course I feel sure that I shall be able to rely upon your support. I am happy to say that you are all, and have been for a long time, personal friends of mine. We have acted generally in harmony in this Court, and now I am called upon to preside over the Court I know you will give me your cooperation and assistance, and so help to maintain the public confidence and respect with which this Court has been regarded up to the present time.

Col. Esdaile said: My Lord, permit me to congratulate you on taking your seat for the first time as Official Verderer. My object in rising is that, as the oldest member of the Court and as one who has filled the office of vice-chairman for some time, I think it would be proper for me to propose a vote expressing our thanks to the late Official Verderer, and our regret that he should have to give up his office. I think that it has been of the utmost advantage that we have had to preside over this Court, as the Official Verderer, one who has not had the slightest interest financially in the Forest, and one who has been perfectly removed from it by habitation and property. He had no feeling except that he should fulfil his duties so as best to regard the interests of all concerned. His connection with this Court when it first began its work was a most important matter. It was no easy thing to set this machine in motion, because there was so very much within the machinery which required smoothing and oiling. In Lord Basing we had a man who was for many years accustomed to public work and official appointments, and one who was endowed with true business habits. We found

him – and no-one can say more upon that than I can – always active, willing, and ready to advise us, and to give his time and attention to anything which concerned the welfare of the people of the Forest, and I think that we may claim that it has been mainly owing to the admirable position which he held, and the business-like habits with which he is endowed, that he has left to our noble friend (Lord Montagu) a machine much easier to work than it was when he first took it in hand. I therefore propose “That this Court desires to express its regret at the retirement of Lord Basing from the office of Official Verderer, and to thank him for the courtesy and impartiality which he has always exercised.”

Mr. G. Briscoe Eyre, in seconding, said: I can only echo Colonel Esdaile’s congratulations to Lord Montagu upon this appointment which has been conferred upon him by Her Majesty. I assure you, my lord, that we have the utmost confidence that you will prove a worthy successor to Lord Basing. I have had a great deal to do with Lord Basing, particularly with regard to the Act of 1879, and I have had opportunities of noticing the value of his services. There is no doubt that without his assistance, his knowledge of officials, and his influence in official circles, that Act would not have passed with so much ease. We all know the importance of that Act. Lord Basing was greatly interested in it, and we owe him a great deal.

Lord Montagu, in putting the resolution, said: I heartily and entirely agree with this vote, and I assure you that there was no effort wanting on my part to persuade Lord Basing not to resign. I may mention that Lord Basing has written a letter to our Clerk (Mr. Mortimer) expressing his thanks to him for the work which he carried out so well whilst he was connected with him (Lord Basing) in his official capacity.

The resolution was agreed to unanimously.

The Hon. Gerald Lascelles (the deputy-surveyor) said:– On behalf of the officials of the New Forest I congratulate you, my lord, on your appointment. We feel that it is to you that we have to look for the protection of our interests, and for assistance in our duty, when matters are brought before the Court. And we feel perfectly certain that we shall always be treated with fairness and impartiality when we come here.

Lord Montagu: In thanking you for your kind expressions I will only say that I think I expressed myself clearly on those matters just now. It will never be my aim to act otherwise than fairly when matters come before me. I trust that no personal interest of my own will ever influence me, but that I shall always act as a judicial and impartial officer.

Mr. W.J.C. Moens, representing a deputation of the commoners (most of whom were present) said: My lord, – With regard to your predecessor, Lord Basing, we regretted much to hear of his resignation, as he enjoyed the complete confidence of the commoners at large. He ever held the balance of justice fairly between the Crown and the commoners; and did not consider it his duty to press unduly in any way on behalf of the Crown. He presided over the Verderers’ Court since it was first constituted, by the Act of 1877, to carry out the recommendations in the report of the Select Committee of 1875, that it should better represent the commoners, to have power to regulate the exercise of the commoners’ rights over the Forest, and prevent encroachments upon them. This, under his rule and the powers of that Act – the charter of our present rights – has been carried into effect, and Lord Basing testifies to the smooth working of that Act. We therefore deeply regretted that his lordship felt obliged to resign his seat. When we first heard that you, my lord, had been nominated by Her Majesty to succeed Lord Basing, on first thoughts that regret was accentuated,

for we felt that we were losing you as an elective verderer who as, perhaps, the largest owner of rights of common, was ever one of the strongest defenders of those rights, and who was ever foremost in the struggles of the period between 1851 and 1877 to protect those rights which were enjoyed by our predecessors from time immemorial. Those who took part in and those who have studied the details of that strife will ever remember the admirable draft report proposed by you, my lord (then Lord Henry Scott, our representative in Parliament), for acceptance by the Committee of 1875. Based on the evidence then given, that report shows clearly the dangers to our common rights at that period and the remedies which ancient custom and justice demanded for their preservation. Those dangers came to an end by the passing of the Acts of 1877 and 1879. If you, my lord, with others, had not then come forward, those rights of common, so valuable to many, would have, before now, become worthless. However, that regret that your lordship is lost to us as an elective verderer is much tempered by the fact that you are become, during Her Majesty's pleasure, Lord Basing's successor. We have the greatest confidence that you will follow the same equal course that he did. You have the advantage of a perfect local knowledge of all that can appertain to your official position in connection with our rights and privileges. We therefore feel sure that from a want of that knowledge no loss will occur to us under your rule. We want no more than what those rights give us. We feel that Her Majesty has made the best selection possible, and has paid both to you and the commoners generally the most gracious compliment in her power by appointing you, my lord, the largest possessor of Forest rights, to act as Her Majesty's representative on the Swainmote Court, to see justice done between the Crown and the commoners under the New Forest Act of 1877, and in any unforeseen occasion which may arise.

Lord Montagu, in reply, said: I thank you very much for the kind congratulations which you have conveyed to me on behalf of the commoners assembled here to-day. I am particularly thankful to you for the kind manner in which you alluded to me in many ways. The history of my past connection with this Forest, and also as a verderer attending this Court, will always be, I trust, a sure guarantee to you as well as to the Crown that your interests will be faithfully and fairly regarded in this Court. But I must remind you that, whilst I preside in this Court as the official chairman, the power is not in my hands. I am only one of the Court, and as the commoners have six representatives in the Court their interest can never fail to be fully looked after. I only preside here, and my position is simply that of a chairman of the Court. Of course, I shall always have the same interest that I have always felt with regard to everything connected with the Forest, and I think that you may trust me in the future, as you have trusted me in the past, that I shall give impartial attention to all that this Court does.

The Minutes of the last Court were then read and confirmed.

It was resolved to postpone filling up the casual vacancy in the office of Elective Verderer that had arisen by the appointment of Lord Montagu as Official Verderer until next Court.

The Clerk read the correspondence and explained the position of the action against the Lyndhurst Gas and Water Company.

After an exhaustive discussion – It was resolved that the Official Verderer and Col. Esdaile be empowered to treat with the Lyndhurst Gas and [p.343] Water Company on the basis of the payment of the Verderers costs and the giving by the Company of proper notice to treat to the Verderers with

a view to the assessment and payment of any damage or compensation done to or payable in respect of the Commoners rights affected in the course of the construction of the Company's works.

The Clerk read his report upon the works being carried on in the open Forest at Rhinefield near to the Mansion being erected there for M^r Munroe.

It was resolved that the Clerk write to the Contractor of the Works which are being executed at Rhinefield in the open Forest and point out to him that he is interfering with the rights of the Commoners and ask upon what authority he is acting and whether it is proposed to carry out any and if so what further works on the open Forest, and:—

The Report as amended was ordered to be entered on the minutes.

Copy Report

Clerks Office, Romsey.
28th August 1890.

Gentlemen,

Acting upon the orders of the Official Verderer on Wednesday the 27th August inst. in company with the Agister Chandler I visited the site of the Mansion now in course of erection upon Crown land at Rhinefield. The Mansion is I understand being erected for a M^r Munroe. -At the side of the Mansion a place has been excavated for a Pond in which it is proposed to place a Fountain. This Fountain is to be driven by a Hydraulic Ram and in connection with this work it is proposed to lay out in the open Forest a course of pipes from a point in the River (at which a Dam is to be erected so as to keep the water to a certain height) and by these pipes the water is to be conveyed to a Reservoir occupying a site in the open Forest of about 5 square yards. From this Reservoir it is conducted still further to the Ram which is to be enclosed in a small building about 8 feet high and occupying a site in the open Forest of about 5 square yards. All the works will be underground except the Reservoir which [p.344] will be raised about a foot and covered with a large Stone and the Hydraulic Ram House which will be thatched over and if required fenced round. I have roughly sketched a plan of what is suggested though as some of the pipes had not been laid or their position ascertained they cannot be shown thereon with accuracy nor of course do I suggest that the plan is in other ways accurate or to scale but it may assist in some <small> way to illustrate the sort of works that are proposed.

I have the honor to be, Your obedient Servant

G.F.W. Mortimer. Clerk.

The Clerk produced the usual Financial Statement which was ordered to be entered on the minutes.

Copy Statement.

1890	By Balance from last a/c	23	9	6	1890	To G.F.W. Mortimer Esq. Quarters			
July 8	" Fine & costs in case "Chandler v Gritt viz. Fine 1/- costs 5/-		6	-	July 7	Salary to midsummer 1890	37	10	-
	" Cash received of Agisters for marking Commoners cattle to date viz.:-					" Mess ^{rs} Drake Driver & Leaver for Stationery	1	16	6
	J. Moody 34 14 0					" Mess ^{rs} Eyre & Spottiswoode for Acts of Parliament		14	3
	A. Chandler 34 11 0				" 8	" Mess ^{rs} Bennett Brothers advertising	2	18	11
	C. Evemy 20 5 0				" "	" J.H. Roberts Esq. Remuneration re Bridges & Drains	10	-	-
	C. Newbolt 11 5 0	100	15	-		Balance	108	1	3
	" Cash of non Commoners for Licenses to date viz.:								
	Licenses 1 7 6								
	Head Money 2 0 0								
	Marking Fees 1 1 0	4	8	6					
	" Dividend on £4787.18.0 2¾ consols	32	1	11					
	£	161	0	11		£	161	1	11

Upon the Report of the Agisters who were present as to the existence of [p.345] Swine Fever in and around the Forest – It was resolved to apply to the Agricultural Department for an order similar to those obtained in past years regulating the removal of pigs into and through the New Forest during the approaching pannage season.

On the report of the Agister Newbolt – It was resolved that the Clerk write to the Western Counties and South Wales Telephone Company calling attention to the danger likely to be caused to cattle by the side wires attached in many places as stays to the Company's poles and to point out that the Company will be responsible in case of accident and to suggest the removal thereof and the substitution of wood for the wires.

The Agisters attended and paid over the following amounts viz.:-

Charles Evemy	£15 0 0
Charles Newbolt	£13 17 0
John Moody	£11 16 0
Alfred Chandler	£11 8 0

This concluded the business of the Court.

[signed] *Montagu*

[p.346]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Saturday the 18th day of October 1890.

Present.

The Right Hon. The Lord Montagu. Official Verderer.
Colonel William Clement Drake Esdaile.
George Edward Briscoe Eyre Esquire.
Francis Frederick Lovell Esquire.

The Court was opened with the usual Proclamation by the Crier.

The Minutes of the last Court were read and confirmed.

A letter was read from M^r Roy addressed to the Official Verderer excusing his absence on account of illness.

A Telegram was also received by the Official Verderer from M^r Meyrick regretting his inability to attend.

The Clerk reported that the negotiations with M^r Kite the Solicitor to the Lyndhurst Gas and Water Works Company had not been proceeded with since last Court but that he hoped to see M^r Kite when in London on Wednesday. The matter was ordered to stand over until next Court.

The Official Verderer explained that he had instructed the Clerk not to write to the Secretary of the Western Counties and South Wales Telephone Company Limited relative to the removal of the wires placed as stays to their Poles in accordance with the resolution passed at last Court as he found that the Telegraph Poles had similar stays. He thought it therefore undesirable to take any aggressive steps in the matter. After a discussion the Clerk was directed [p.347] to write a friendly letter to the Secretary pointing out that the stays to their poles which passed in some cases through dense woods particularly through Grettenham Wood were dangerous to Horsemen and to Cattle riding or wandering in their vicinity and asking him to have them painted white so as to avoid danger.

The Court proceeded to consider the question of the works being carried on in the open Forest at Rhinefield by M^r Lionel Walker Munro. The Clerk read the opinion that he had obtained from Counsel on the subject as also the Agister Chandler's report and the whole of the correspondence that has taken place.

The subject was fully discussed.

Col. Esdaile reported that in company with M^r Lovell he had inspected the works that morning. He found that the water was overflowing the Dam that had been placed in the River as also the banks of the River. The water being penned back 107 yards and he pointed out that if this took place during the driest part of the year when the River was at its lowest, the overflow in the winter when the floods <and frosts> were on would cause the banks to give way and a morass to form on either side which would damage the pasture which was of more than ordinary goodness, even more than it is at present being damaged by the existing soakage.

After further discussion it was resolved that having read the correspondence and opinion of Counsel with respect to the works being carried on by M^r Munro in the open Forest at Rhinefield the Court is of opinion that an unlawful enclosure encroachment and trespass has been committed by M^r Lionel Walker Munro or those acting under him at Rhinefield in the open Forest by

- (1) The laying of pipes under and for that purpose disturbing the surface of the open Lands subject to common Rights.
- (2) The erection of a Reservoir surrounded and enclosed by a concrete wall which it is proposed to further enclose by a Fence and of a Ram over which it is proposed to erect a Ram House with a Fence surrounding and enclosing the same.
- (3) The daming [*sic*] of the stream causing the flooding of the adjoining Land and thereby injuring and destroying the Commoners [p.348] Pasture also the consequent danger to Commoners Cattle and the diversion of the Water.

It was resolved that proceedings should be taken against M^r Munro under the 23rd Section subsection 4 of the New Forest Act 1877 and that the information for the necessary proceedings be laid by the Agister Chandler.

The form of Information was fully considered and drafted and the Clerk was instructed to retain M^r Bullen and M^r Temple Cooke and to instruct M^r Temple Cooke to settle the form of Information Summons order and all other necessary forms.

The Clerk was directed to enter Counsels opinion and the correspondence on the Minutes.

Copy Opinion.

I have perused and considered the accompanying correspondence and the Acts of Parliament relating to the New Forest with reference to the works in course of erection by M^r Munro on parts of the waste lands of the Forest over which rights of Common exist.

Rhinefield Lodge is held by M^r Munro as I understand under a lease from the Crown and that lease was doubtless granted under the powers conferred by 14 and 15 Vict. C.76 s.8 which enabled the Crown to grant leases of any parts of the Forest (except lands inclosed for timber) the soil of which was vested in the Crown discharged of common rights thereby removing the restriction imposed on the Crown by 10 Geo. IV. C.50 which expressly (S.XXV) prohibited the granting of leases of lands in any Royal Forest.

The lands on which M^r Munro is now erecting his works being subject to Common rights it seems clear that the Crown has no power to grant a lease of them for the purpose in question nor do I find in any of the accompanying Acts of Parliament any power conferred on the Crown which would enable it to authorize the works. The power of the Crown to inclose portions of the Forest appears to have been originally limited to enclosing for the purpose of planting timber and by S.5 of the Act of 1877 the right to enclose lands for the purposes of timber is expressly limited to lands then

actually enclosed. The only power which I can find that the Crown has of selling lands in the Forest is the power of selling intermixed lands which [p.349] is conferred by S.XCVIII of 10 Geo.IV C.50 and again upon certain conditions by S.10 of the Act of 1877 but neither of these powers applies to the present case.

The action of M^r Munro therefore appears to be a trespass committed by him in professed exercise of an unauthorized licence from the Crown.

The acts complained of are:—

1. The laying of pipes under and for that purpose disturbing the surface of the Common lands.
2. The erection of a Reservoir surrounded by a concrete wall about 5 yards square which it is proposed to enclose in a Fence and of a Ram and Ram House occupying a site of about 5 square yards.
3. The damming of the Stream and the diversion of the Water.

The opening of the ground and the laying of pipes was doubtless a trespass though the amount of damage done to the pasture was probably small.

The erection of the Reservoir and Ram House was also a trespass and to the extent of the lands covered by the works the rights of the Commoners have no doubt been interfered with. The actual amount of damage done is no doubt small but the question as I understand it is not one of amount but of principle.

The question of the damming and diversion of the stream stands on a different footing. Whether or not the right to water Cattle is included in the right of common of pasture I cannot say as I know of no authority on the point but I am inclined to think that the right to the user of the water is an easement which has been acquired by the Commoners by long user as distinguished from a portion of the right of pasture. If the case were that of a riparian proprietor and the regular flow of the Stream past his lands had been interrupted so as to interfere with his lawful use of the water I should have said without hesitation that he could compel the removal of the obstruction but I have grave doubts whether the Commoners would succeed in establishing such a right to the use of the “well known shade” referred to in [p.350] the Agisters report as would entitle them to have the dam removed having regard to the fact that the water abstracted is returned to the Stream lower down and that the whole of the Stream is accessible to the Cattle. I do not think this is a question which could be safely dealt with by the Verderers in the Court of Swainmote. The soil of the Stream being vested in the Crown and it being extremely doubtful what the rights of the Commoners to the use of the water are it would in my opinion be a dangerous thing to remove the dam. If the effect of the dam is to cause extensive floods which interfere with the rights of common there would in my opinion be a cause of action against M^r Munro.

The real question in my opinion arises with regard to the Reservoir and Ram House and I think the Verderers have under S.23 (4) of the Act of 1877 powers which would enable them to deal with the question. I am not familiar with the practice in the Court of Swainmote though I understand it has been the custom of the Verderers to proceed upon information laid by the Crown a course which could not be adapted in this case. It would seem from Manwood’s Forest Laws 5th Edⁿ. p.237 that the Verderers have been in the habit of proceeding upon the report of the Forester but the question could in my opinion be raised at the suit of one of the Commoners against M^r Munro and the complaint should extend both to the breaking of the soil for laying the pipes and to the erection of

the Reservoir and Ram House. Having regard to the small amount of damage done it is in my opinion doubtful if proceedings were taken in the High Court whether the Court would grant a mandatory injunction for the removal of the Reservoir and Ram House and for that reason the Verderers Court would in my opinion be the more appropriate forum.

The whole question is however one of considerable difficulty and any action which may be taken by the Verderers will probably result in a conflict with the Crown.

Signed Edmund F. Buckley, 6 Stone Buildings, Lincolns Inn. 14 Oct^r 1890.

[p.351]

Copy Correspondence.

West Station Works, Bournemouth
Sep^t. 9 1890.

Dear Sir,

Rhinefield.

I am in receipt of your notice as Clerk to the New Forest Verderers with respect to the works I am carrying out at the above place. I have sent the notice on to Romain Walker and Palmer, Architects, Buckingham Street Strand, London from whom I got my orders. You had therefore better communicate with them.

Yours truly, J. M^cWilliam

G.F.W. Mortimer Esq.

Clerks Office, Romsey
10 Sept^r 1890.

Gentlemen,

In reply to your favor of the 9th inst. my directions are to communicate with you and hold you responsible as the Contractors for the works being carried on in the open Forest near Rhinefield.

Yours faithfully
G.F.W. Mortimer

Mess^{rs} J. M^cWilliam & Son.

Clerks Office, Romsey.
8th September 1890.

Gentlemen,

I am directed by the Right Hon. the Lord Montagu Official Verderer and the Verderers of the New Forest present at a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on the 30th August ulto. to communicate with you as the Contractors for certain works now being carried out in the open Forest near to the House in course of erection at Rhinefield on Crown lands for M^r Munro.

I am to point out to you that by the construction of [p.352] these works in the open Forest you are interfering with the rights of the Commoners of the New Forest and to further enquire upon what authority you are acting in the matter.

I am to further enquire whether it is proposed to carry out any and if so what further works than those which at present exist in the open Forest.

I am to request as early an answer as is convenient and to point out that any continuation of works in the open Forest which involves any interference with the Commoners rights may involve you in unpleasant consequences.

I am Sir, Your obedient Servant

G.F.W. Mortimer. Clerk to the Verderers.

To Mess^{rs} James M^cWilliam & Sons.

Rhinefield, Brockenhurst.

Sept^r 11th 1890.

Dear Sir,

re Ram.

A copy of your letter of 8th inst to Mess^{rs} McWilliam & Son reached my hands this morning. In reply I beg to say that M^r Munro had permission from the Crown through the "Woods & Forest Dep^{ty}" to put down a Ram according to the terms of his lease. As I explained to you when you called on me the position of the Ram does not hurt the interests of the Commoners in the least. In fact the trench of supply pipe helps to drain a tract of swampy land. I intend putting a Fence around the Tank and building a house over the Ram to prevent danger to Cattle.

It is not intended to carry out any further works in the open Forest.

I shall be glad to meet Lord Montagu and the Verderers here and go over the site of the work with them at any time convenient to his Lordship and the Verderers on receipt of due notice as to time &c.

I remain, Yours faithfully

W. Cowley. Clerks of Works *per pro* L. Walker Munro Esq.

G.F.W. Mortimer Esq.

[p.353]

Clerks Office, Romsey

12th Sept 1890.

Dear Sir,

I beg to acknowledge the receipt of your letter which I have passed on to the Official Verderer for instructions.

Yours faithfully,

G.F.W. Mortimer

W. Cowley Esq.

Clerks Office, Romsey, Hampshire.

19th September 1890

Dear Sir,

re Works at Rhinefield.

I have received instructions from the Official Verderer to reply to your letter of the 11th inst. and I am desired to point out to you that it is illegal to construct the works that you now have in hand in the open Forest on M^r Munro's behalf it being contrary to the Statutes regulating the management of the Forest.

You are (no doubt unknowingly) committing this illegal act and I am desired to request that you will desist from continuing the said works, otherwise it will become necessary for the Court of Verderers forthwith to take legal action in the matter.

I must ask for an immediate answer to this letter.

Yours faithfully

G.F.W. Mortimer

W. Cowley Esq.

Rhinefield. Brockenhurst

Sept 22nd 1890.

Dear Sir,

I beg to acknowledge receipt of yours of 19th inst. & in reply to say the same shall be laid before M^r Munro immediately on his return home which I expect very shortly.

I would add the work of which you complain is practically finished excepting to fill in a drain which I shall have done for safety. You may assure the Verderers M^r Munro will do nothing to hurt the interests of the Commoners.

Yours faithfully, W. Cowley.

[p.354]

Copy Telegram of 27 Sept 1890.

“Cowley.

Clerk of Works, Rhinefield, Brockenhurst.

Please favour me with M^r Munro's address. Reply paid. Mortimer, Office, Romsey.”

Rhinefield, Brockenhurst.

Sept 28th 1890.

Dear Sir,

I know you will excuse what at first sight looks like discourtesy in not replying to your Telegram when I tell you I only got it this morning. The Postal people have told my man there was a Telegram for me but he quite forgot to tell me of it when he met me by the 7.7 from Southton West.

I am very sorry I cannot give you M^r Munro's address he is yachting and on the move every day. I had telegram from him last at Portree.

Presuming your business is in respect to the Ram I enclose the Architects address they are in communication with his Solicitor or you might send a communication to Lady Cross Brockenhurst whence all letters are forwarded.

I should think the best way would be to get the Solicitors address through the Architects.

I am sorry I cannot oblige.

Yours faithfully,
W. Cowley.

G.F.W. Mortimer Esq.

Clerks Office, Romsey, Hampshire.
27th September 1890.

Dear Sir,

I am directed by the Right Hon. the Lord Montagu the Official Verderer of the New Forest to forward herewith copy of the correspondence that has taken place between Mr Cowley the Clerk of the Works at Rhinefield and myself on behalf of the Verderers of the New Forest.

I am to request your immediate attention to the matter [p.355] and shall be obliged by an answer by return of post.

Yours faithfully
G.F.W. Mortimer

L. Walker Munro Esq.

Clerks Office, Romsey, Hampshire.
29th September 1890.

Dear Sir,

I am in receipt of your letter of the 28th instant and am obliged by the information contained therein.

Yours faithfully,
G.F.W. Mortimer

W. Cowley Esq.

Clerks Office, Romsey, Hampshire.
1st October 1890.

Dear Sirs,

Could you favour me with the name and address of M^r Munro's (of Lady Cross Brockenhurst) Solicitors and so oblige.

Yours faithfully,
G.F.W. Mortimer.

Mess^{rs} Romaine Walker & Tanner [*sic*].

19 Buckingham Street, Adelphi, W.C.
October 2nd 1890.

Dear Sir,

Rhinefield

We are in receipt of your letter of yesterday and in reply beg to say that L^t Munro's Solicitors are Mess^{rs} Caprons, Daltons, Hitchin and Brabant, Saville Place, Conduit Street, London W. We will not now enter into the matter as Mess^{rs} Caprons will give you every information.

We are, Dear Sir, Yours faithfully
Romaine, Walker & Tanner

G.F.W. Mortimer Esq.

[p.356]

Yacht "Stella" Oban N.B.
Oct^r 2nd 1890.

Sir,

Your letter of the 27th ulto. reached me last night. The Agreement into which I entered with the Crown for a lease of Rhinefield empowers me expressly to erect a Ram on Ober Water as well as to sink wells and lay pipes outside Rhinefield enclosure. I have not the Agreement by me and therefore any further communication on the matter had better be addressed to my Solicitors, Mess^{rs} Caprons, Savile Place, Conduit Street, London, W.

I may mention that had your first letter been written immediately after the meeting of the Verderers on the 30th August instead of allowing eight days to elapse (during which time the work was in progress) I should have been on the spot and could have seen to the matter myself. But owing to this unaccountable delay I only now hear that there is any difficulty when the work is well nigh complete.

Yours faithfully
L. Walker Munro.

P.S. I have forwarded the correspondence to Mess^{rs} Caprons. If you wish to write to me again please address to Lady Cross Lodge.

G.F.W. Mortimer Esq.

Clerks Office, Romsey, Hampshire.
3rd October 1890.

Dear Sirs,

Rhinefield.

We are obliged by your letter of yesterdays date and for the information we required.

Yours faithfully
Tylee & Mortimer
for G.F.W. Mortimer

Mess^{rs} Romaine Walker & Turner

[p.357]

Clerks Office, Romsey, Hampshire
3rd October 1890.

Dear Sirs,

Verderers of New Forest & M^r Munro

I am directed by the Right Hon. the Lord Montagu, Official Verderer of the New Forest to write to you as M^r Munro's Solicitors relative to the trespass he is committing at Rhinefield by erecting works in the open waste of the New Forest. I am to inform you that the Contractors Mess^{rs} McWilliam have been written to by order of the Verderers informing them that the Trespass must cease or proceedings will be taken for an Injunction and damages.

The Contractors have referred me to the Clerk of the Works M^r Cowley who has referred me again to Mess^{rs} Romaine Walker and Tanner of 19 Buckingham Street Adelphi the Architects who I gather are carrying out the works by M^r Munro's express order.

Under these circumstances the Official Verderer directs me to inform you of the position of matters in order that you may have the opportunity of staying the works at once, otherwise proceedings will be commenced on Tuesday next and you will oblige me by stating whether you will accept service of the writ and notice of motion for Injunction on behalf of M^r Munro.

I am, Dear Sirs, Yours faithfully

G.F.W. Mortimer, Clerk to the Verderers.

Mess^{rs} Caprons, Daltons, Hitchin & Brabant.

Savile Place, Conduit Street
London W. 6th October 1890.

Dear Sir,

Rhinefield.

We are in receipt of your letter of the 3rd inst. and in reply thereto beg to inform you that we are prepared to accept service on behalf of M^r Walker Munro.

Yours faithfully

Caprons, Dalton, Hitchins & Brabant

G.F.W. Mortimer Esq.

[p.358]

Clerks Office, Romsey, Hampshire
7th October 1890.

Dear Sirs,

Rhinefield

I beg to acknowledge the receipt of your letter of the 6th inst. informing me that you are prepared to accept service on behalf of M^r Walker Munro.

Yours faithfully,
G.F.W. Mortimer, Clerk to the Verderers.

Mess^{rs} Caprons, Dalton Hitchins & Brabant.

Savile Place, Conduit Street, London W.
10th October 1890.

Dear Sir,

Rhinefield Lodge

As M^r Walker Munro is away yachting we shall not be able to get his definite instructions for a few days and we have therefore thought it better to temporarily stop the works complained of by the Verderers, but you will understand that this must not be construed in any way as an admission of the Verderers claim against M^r Walker Munro.

Yours faithfully
Caprons, Dalton Hitchins & Brabant

G.F.W. Mortimer Esq

Clerks Office, Romsey, Hampshire
11th October 1890.

Dear Sirs,

Rhinefield Lodge.

I am in receipt of your letter of the 10th inst which I accept in the spirit in which it is written as being entirely without prejudice. I will communicate its contents to the Official Verderer in due course.

Yours faithfully
G.F.W. Mortimer

Mess^{rs} Caprons Dalton Hitchins & Brabant.

[p.359]

Savile Place, Conduit Street, London W.
13th October 1890.

Dear Sir,

Rhinefield.

We are in receipt of your letter of the 11th inst & shall be much obliged by your informing us the ground upon which the Verderers object to the making of the ram house by M^r Walker Munro he having received power from the Crown to do so and under what authority the Verderers are acting so that we may be able to advise M^r Walker Munro.

Yours faithfully
Caprons, Dalton, Hitchins & Brabant.

G.F.W. Mortimer Esq.

Clerks Office, Romsey, Hampshire
14th October 1890.

Dear Sirs,

Rhinefield

I am in receipt of your letter which shall be laid before the Verderers at their Court of Swainmote on Saturday next for instructions thereon.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers.

Mess^{rs} Caprons Dalton Hitchins & Brabant.

Clerks Office, Romsey, Hampshire
20th October 1890.

Dear Sirs,

Rhinefield Lodge.

In answer to your communication of the 13th inst. I am directed by the Verderers in Court of Swainmote assembled to inform you that the Court is acting under the Statutory power vested in it by the various Acts of Parliament governing the New Forest.

The grounds of the Verderers objections to the works I may say without prejudice are:—

[p.360]

1. The laying of pipes under and for that purpose disturbing the surface of the open lands subject to Common Rights.
2. The erection of a Reservoir surrounded and enclosed by a concrete wall which it is proposed to further enclose by a Fence and of a Ram over which it is proposed to erect a Ram House with a Fence surrounding and enclosing the same.

3. The damming of the Stream causing the flooding of the adjoining Land and thereby injuring and destroying the Commoners pasture also the consequent danger of Commoners Cattle and the diversion of the Water.

I think it right to inform you that the Court as at present advised does not propose to proceed by Injunction but to act under the powers conferred on it by the Statutes above referred to.

The next Court of Swainmote will be held on the 11th November proxo. and the matter will be dealt with by the Court, the preliminary steps will have to be taken in due time. I shall therefore be glad to be informed as early as possible M^r Munro's return in order that he may be served with the necessary proceedings in due course.

I am, Dear Sirs, Yours faithfully
G.F.W. Mortimer, Clerk to the Verderers.

Mess^{rs} Caprons Dalton & Co

He was further directed to reply to Mess^{rs} Caprons Dalton & Co's letter to him of the 13th October in terms of the above copy letter of the 20th October 1890.

The Clerk was directed to obtain a copy of the 25 inch scale Ordnance Survey Map of the *Locus in quo* and to have a careful plan laid down on it.

The Agisters attended and handed in the following Reports:—

The Weirs, Brockenhurst
Sept^r 23rd 1890.

Sir,

I beg to report that the Post Office Officials are erecting a Pillar Box at Waters Green in the open Forest at Brockenhurst.

I am Sir, Your obedient Serv^t, A. Chandler.

[p.361]

It was determined to take no action as to the proposal to erect a Pillar Box by the Postal Authorities in the open Forest.

Bank, Lyndhurst.
Oct. 13th 1890.

Sir,

I beg to report that Ground has been prepared on Lyndhurst Race Course for the game of Golf by the Lyndhurst Golf Club. There is no evidence whatever only the levelling of the Ground in about nine different places.

From Your obedient Servant
Charles Newbolt, Agister.

The Weirs, Brockenhurst
October 7th 1890.

Dear Sir,

I beg to report that the game of Golf is played on Balmer Lawn and for this game there are 9 or 10 iron cups or pipes inserted about the lawn, these cups are about 4½ inches in diameter and about 8 inches deep and round each cup the ground has been levelled about a rod square and the grass is kept mowed as close as can be done the cups are inserted upright the top quite level with the surface. These cups are put in different places over an area of say 10 acres when there is no play there are wood plugs to fill up the Cups.

From what I can learn there is a Golf club from Bournemouth comes there to play and a Captⁿ Potts paid a man to put in the cups.

Yours obediently
A. Chandler

Woodlands, Eling
October 21st 1890

Dear Sir,

I beg to report that nine different places about two rods each have been mown to the injury of the feed at Burn Furze in the open Forest for the purposes of Golf playing.

Yours obediently, John Moody.

[p.362]

It was resolved to postpone the consideration of these Reports until next Court. In the meantime the Agisters were to make further Reports.

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

Copy same.

1890	By Balance from last account	108	1	3	1890	To cost of Power of Attorney re			
Sept ^r 1	” Cash received of Agisters at Court on 30 th August 1890 for marking Commoners Cattle to date viz ^t :				Sept. 10	Transfer of Consols		15	-
	C. Evely 15 0 0				” 23	” costs of Transfer of 2¾% consols	2	19	10
	C. Newbolt 13 17 0				” 29	” M ^r Mortimer Quarters salary to this day	37	10	-
	J. Moody 11 16 0				” ”	” Agisters Quarters Salary to this day viz ^t :			
	A. Chandler 11 8 0	52	1	-		C. Newbolt 17. 10. 0			
	” yearly acknowledgment of M ^{rs} Matcham for Lawn Tennis Ground		2	6		C. Evely 17. 10. 0			
	” D ^o D ^o of M ^{rs} Heathcote		2	6		A. Chandler 17. 10. 0			
15	” D ^o of Rev ^d R Bickerdike for Cricket Ground at Colbury		2	6		J. Moody 17. 10. 0	70	-	-
25	” D ^o of Capt. Maitland re New Forest Cricket Club		2	6		Balance	81	11	10
Oct 1	” D ^o of M ^r W.M. Herbert re Bramshaw Cricket Club		2	6					
7	” Dividend on £4787.18.0 2¾%	32	1	11					
		£ 192	16	8			£ 192	16	8

The Agisters reported that the Pannage time would require to be extended as the acorns and beech nuts had not yet fallen from the trees.

They also complained that children and others were constantly being sent into the Forest to pick up the acorns and beech nuts and they asked for instructions how to proceed in the matter.

They were instructed if they found anyone committing such an illegal act to warn them to desist and to summons anyone who after warning [p.363] persisted in so doing, also at the same time to take away any acorns found on the person offending.

The Clerk was further directed to issue and circulate a Handbill through the Forest as follows:—

New Forest Act 1877.

The Verderers of the New Forest in the interest of the Commoners Right of Common warn all persons that it is illegal to gather Acorns and Beech Nuts on the open lands of the Forest and remove the same from the Forest for any purpose whatever.

This concluded the business of the Court.

/x^d/

[signed] *Montagu*
Official Verderer

[p.364]

At a Court of Swainmote and Attachment held in the Verderers Hall at the Queens House Lyndhurst on Tuesday the 11th day of November 1890.

Present.

The Right Honorable Lord Montagu. Official Verderer.
Lieut. Col. William Clement Drake Esdaile.
George Edward Briscoe Eyre Esquire.
William Gascoigne Roy Esquire.
Francis Frederick Lovell Esquire.
George Augustus E.T.G. Meyrick Esquire.

The Court was opened with the usual Proclamation by the Crier.

The Minutes of the last Meeting were read and confirmed.

The Honorable Gerald Lascelles the Deputy Surveyor of the New Forest being present presented to the Court that the Bridge at Butts Lawn which had originally been made out of the Dorchester Railway Fund was out of repair. The position of the Bridge was close to the South East corner of the Brick kiln plantation.

The matter was referred to the subcommittee for a Report.

The Verderers proceeded to settle the Register of Commoners entitled to vote at an election of an Elective Verderer.

The only applications to be placed on the Register were from David Jones Esquire of Warborne Lymington, John Spofforth Dickson Esquire of Holly Bank Dibden, James Capellen Tinné Esquire of Bashley Lodge Lymington, M^r Charles Dornett Bartlett of 99 Bevois Street Southampton, Daniel Desmond Esquire of Spout House Boldre, M^r Walter Dunnings of Manor Farm Minstead, M^r Henry Stephen Wright of Kingston Ringwood, M^r Charles Hiscock of N^o 1 Victoria Terrace Ringwood, M^r George Young of Burley Ringwood, M^r James Street of Crowe Ringwood, M^r Henry Street of Blashford Ringwood, M^r Frederick William Feltham [p.365] of Arnewood Hordle and M^r Wheeler of Beaulieu a Tenant of Lord Montagu's.

The Court admitted these claims except the last two in respect of which it appeared the Claimants were not entitled to be placed on the Register.

The Clerk was directed to have sufficient copies of the Register made for deposit with the Assistant Overseers of the Parishes of Lyndhurst Brockenhurst Beaulieu, Eling and Ringwood and to inform the Assistant Overseers of those Parishes that the Fee sanctioned for the inspection of the Register was one shilling for each inspection which they would be entitled to by way of remuneration.

The Court then proceeded to elect an Elective Verderer to fill up the casual vacancy in the office of Elective Verderer that had arisen by the appointment of the Right Hon. Lord Montagu as Official Verderer.

The Official Verderer stated that he had received letters from M^r David Jones of Warborne Lymington, M^r James Capellen Tinné of Bashley Lodge Lymington, and M^r John Jeffreys of Canterton Manor House Lyndhurst stating their willingness to serve if elected.

The Court unanimously resolved that John Jeffreys Esquire be elected as an Elective Verderer under Section 21 of the New Forest Act 1877 to fill the vacancy caused by the appointment of The Right Hon. Lord Montagu as Official Verderer.

The Clerk was directed to give M^r Jeffreys formal notice of his election.

The Clerk produced the account of the High Sheriff in respect of the election of Verderers held in January 1890 amounting to £89.17.10. A deputation of the Commoners being present their spokesman addressed the Official Verderer and enquired what steps if any had been taken by the Court to ascertain if M^r J. Steer Newman was qualified to come before the Commoners as a Candidate for the office of Elective Verderer and reminded the Court that when M^r Newman's qualification was challenged at a Court of Swainmote held on the 3rd of March 1890 M^r Newman being present at such Court had publicly [p.366] stated that if it could be proved he was not qualified he was prepared to bear the whole expense of the Election.

The Official Verderer in reply stated the steps that had been taken by the Court in the matter and that the Clerk had by direction of the Court written three times to M^r Newman asking for an inspection of his Title deeds or for a reference to his Solicitor for such inspection in order that the question might be set at rest, but that M^r Newman had taken no notice of any of such communications and that the only mode of procedure now was in the Law Courts which meant a further expenditure of the funds of the Commoners but that a further communication should be made to M^r Newman.

The Clerk's letter to M^r Newman of the 21st May 1890 was ordered to be entered on the minutes and the Clerk was directed to write to him again and request him to furnish him with the requisite information and proofs of his qualification.

Copy Letter.

Clerks Office, Romsey.
21st May 1890.

Sir,

I am directed by the Verderers at a Court of Swainmote held on the 13th inst. to express their surprise that you have taken no notice of the letters which I have sent to you at their direction. I am to remind you of your own statement in open Court that if it could be proved you were not qualified (which amounts to an admission that you would make good your Title) you were prepared to bear the whole Costs of the Election. I am therefore to urge that you will immediately reply to the request which I have been instructed to submit to you.

I am Sir, Your obedient Servant

G.F.W. Mortimer

Clerk to the Verderers

J. Steer Newman Esq.

[p.367]

It was resolved that the settlement of the High Sheriffs account should stand over until the January Court.

By the direction of the Official Verderer the Clerk explained the position of the action brought by the Verderers against the Lyndhurst Gas and Water Company and read the various affidavits of the Honorable Gerald William Lascelles M^r William Randall Lacey M^r Reginald Pelham Bolton and M^r Henry Frederick Kite that had been filed in the action and copies of his and the Agister Newbolt's intended affidavits in reply which were duly approved. The Clerk stated that the matter would come forward on Friday the 14th inst. in M^r Justice Chittys Court. He was directed to report the result of the proceedings at once to each of the Verderers and to employ a Shorthand writer.

The Clerk produced the following letter which he had received from the Western Counties and South Wales Telephone Company which was ordered to be entered on the minutes as also the letter he had written to the Company.

Copy same.

Clerks Office, Romsey.
23rd October 1890.

Dear Sir,

You will remember the correspondence that has passed between us as to the erection of Telephone Poles in the Forest by your Company.

At a recent Court of Swainmote the attention of the Verderers was called to the wire stays attached to those poles which were represented to be a source of danger especially in the Woods through which the poles pass to persons residing and Animals feeding in the Forest, an example of this occurs in Gretenham Wood behind Bank Lyndhurst through which many persons ride and which is far removed from a Highway. I am directed therefore to ask whether your Company will not paint [p.368] these stays white in order that they may be more visible and thus to some extent lessen the danger which I have mentioned.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers

H.F. Lewis Esq.

The Western Counties & South Wales Telephone Coy L^d
Head Offices, 16 High Street Bristol.
Oct 25th 1890.

Dear Sir,

I am in receipt of your letter of the 23rd re stays on some of our poles through the New Forest. The danger to riders you mention is I am sure far more imaginary than real and the danger to animals is practically infinitesimal.

We have never heard of a case yet throughout the United Kingdom during our Ten years of Telephone experience of any accident having occurred to person or animal through such stays as you refer to but without at this moment consenting to make any alterations or conditions I will with pleasure instruct our Engineer to go through the route as early as possible and to report to me thereon. In the meantime perhaps you will let me know the position of any one or more special stays which in your opinion are dangerous.

After I have received my Engineers report I will again write you on the matter.

Yours faithfully
H.F. Lewis
General Manager

G.F. Mortimer Esq.
Clerk to the Verderers.

By the direction of the Official Verderer the Clerk reported the position of the proceedings to be taken against M^r Munro and read the correspondence [p.369] since the last Court which was ordered to be entered on the Minutes.

Copy same.

Savile Place, Conduit Street, London. W.
21st October 1890.

Dear Sir,

Rhinefield.

We are in receipt of your letter of yesterdays date stating the grounds of the Verderers objections to the works at Ober Water but you do not state what are their rights and powers and we would remind you that our Client M^r Walker Munro, is acting under the direct sanction of the Crown, who we presume are the Freeholders, and we cannot understand how they have granted him these rights if they have no power to do so. We have obtained copies of the Acts 40 & 41 Vic. cap. 121 and 42 and 43 Vic. cap.194 but though these Acts give the Verderers powers to enforce their rights, they do not define any such rights as the Verderers are now claiming.

We note that the next Court of Swainmote is to be held on the 11th November and we will ascertain and let you know when M^r Walker Munro will return.

Yours faithfully
Caprons Dalton Hitchins & Brabant.

G.F.W. Mortimer Esq.

Clerks Office, Romsey.
27th October 1890.

Dear Sirs,

Rhinefield.

In reply to your letter of the 21st instant I regret that I am unable to do more than to refer you again to the Acts of Parliament governing the New Forest as to the rights and powers of the Courts of

Verderers as conferred on it by Statute and prescription but amongst these Acts a careful perusal of Sec. 23 of 40 & 41 Vict. cap. 121 may assist you in some degree.

I am unable to explain to you the action of the Crown in giving [p.370] permission to M^r Munro to execute work in the open Forest which do not seem to be authorized by the Statutes which regulate as well the powers of the Crown as the Rights and privileges of the Commoners in the New Forest.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers.

Mess^{rs} Caprons, Dalton & Co.

Clerks Office, Romsey.
31st October 1890.

Dear Sirs,

Rhinefield.

Referring to your last letter herein as the time fixed for holding the next Court of Swainmote (Tuesday the 11th proxo:) is now so close I shall be glad to know whether your Client has yet returned home and if not when is he likely to be home.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers

Mess^{rs} Caprons Dalton Hitchins & Brabant.

Savile Place, Conduit Street, London. W.
1st November 1890.

Dear Sirs,

Rhinefield.

In reply to your letter of yesterdays date, we have not yet heard from M^r Walker Munro when he will return but do not suppose it will be very long before he does so and as we suppose that the Verderers hold their Courts of Swainmote frequently we would suggest the matter standing over for the present until his return.

We have sent copies of your letters to the Office of Woods and Forests as the question at issue is clearly one between the Crown and the Verderers as to their respective rights with which M^r Walker Munro has nothing to do.

Yours faithfully
G.F.W. Mortimer Esq.
Caprons Dalton & Co.

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Clerks Office, Romsey
3rd November 1890.

Dear Sirs,

Rhinefield.

I am obliged by your letter of the 1st inst and I note you have not yet heard from M^r Walker Munroe. I shall be seeing the Official Verderer tomorrow when I will communicate the contents of your letter to him.

Yours faithfully
G.F.W. Mortimer

Mess^{rs} Caprons Dalton Hitchin & Brabant.

Clerks Office, Romsey
5th November 1890.

Dear Sirs,

Rhinefield.

I saw the Official Verderer Lord Montagu & Col. Esdaile yesterday on your letter of the 1st instant, and his Lordship desires me to say he will call a Special Court of Swainmote to hear this matter.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers.

Mess^{rs} Caprons Dalton Hitchin & Brabant.

Col. Esdaile addressed the Court upon the question of who should lay the Information and after a discussion – It was resolved that the Information should be laid by the Agister Alfred Chandler it being left in the hands of the Official Verderer to call a Court so soon as he was informed of M^r Munro's return.

The Court then proceeded to take a notice of motion by M^r Lovell into consideration relative to the improvement of the breed of Forest Ponies. The Clerk was about to read the Report when M^r Lovell expressed his wish to withdraw it and moved that the Court do allow the sum of £100 by way of premiums for the improvement of the breed of Forest ponies to be [p.372] presented in a similar manner as the premiums given by the Court in 1889 and 1890.

Col. Esdaile and M^r Roy having addressed the Court M^r Moens on behalf of a deputation of Commoners addressed the Court in support of M^r Lovell's motion.

The Official Verderer in reply stated that the Court could not pledge itself to contribute any funds for the purposes mentioned as until the yearly accounts were passed it was impossible to say what its financial position might be.

M^r Moens then addressed the Court with reference to forming an Association for the improvement and breed of New Forest Ponies and asked the assistance of the Court by appropriating towards the funds to be raised by such Association the amounts that M^r Lovell had collected and the formation of one Association in conjunction with the Verderers and also requested the Court to apply to the Board of Agriculture for a Grant of Money towards the funds of the proposed Association out of the funds in the hands of the Board for the improvement of the breed of horses.

The Court acceded to the request and appointed M^r Lovell and M^r Meyrick as their representatives to meet the Commoners and draw up the necessary scheme.

The Clerk was directed to write to the Board of Agriculture asking for a Grant for the improvement of the breed of the Forest ponies.

The Report of the Committee on the question of making the New Forest a separate District for the purpose of the Contagious Diseases (Animals) Act was not ready.

The Clerk read his Report as to the Cricket and Tennis Grounds in the Forest.

Copy Report on next Page.

[p.373]

Clerks Office, Romsey, Hampshire
11th November 1890.

To the Official Verderer & Verderers of the New Forest.

Gentlemen,

I beg to report that I have this Year received the following yearly acknowledgments payable to the Verderers by Commoners and others exercising certain rights in the Forest by the sanction of the Verderers in consideration of such yearly payment.

May 8 th	M ^r Auberon Herbert	1. 0
June 23 rd	Western Counties & ^c Telephone Company	1
September 1 st	M ^{rs} Matcham	2. 6
September 1 st	M ^{rs} Heathcote	2. 6
September 15 th	Rev ^d Bickerdike, Colbury Cricket Club	2. 6
September 25 th	Capt Maitland, New Forest Cricket Club	2. 6
October 1 st	M ^r W.M. Henbest, Bramshaw Cricket Club	2. 6
October 18 th	Hon ^y Sec ^y Brockenhurst Cricket Club	2. 6

I am not aware of any outstanding yearly acknowledgments.

Yours faithfully
G.F.W. Mortimer, Clerk.

The Agisters reports relative to the playing of Golf in the Forest were ordered to stand over.

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

Copy same.

1890 Oct 18	By Balance from last account " yearly acknowledgment from Brockenhurst Cricket Club	81	11	10	1890. Oct 20	To Messrs Eyre & Spottiswoode for Reports on Forestry " C.L. Lordan & Co, printing " E.U. Bullen Esq. Counsel Retaining Fee & Clerk " Temple Cooke Esq. D ^o D ^o Balance							
			2	6			5	8	7				
							1	3	6				
							1	3	6				
							73	16	3				
		£	81	14	4		£	81	14	4			

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The Clerk was directed to pay the premiums awarded to the various owners of the Stallions exhibited at the pony show held in May last out of the balance standing to the Verderers credit at the Bank.

The Clerk was directed to sit at Lyndhurst on a convenient day to grant Licenses to non commoners and he elected Monday the 12th of January 1891.

The Court also fixed the following dates for holding Court of Swainmote and Attachment for the next year viz^t:—

Monday January 19th 1891.

Monday March 16th 1891.

Monday May 11th 1891.

Monday July 6th 1891.

Monday November 9th 1891.

The following Bills were produced and cheques were ordered to be drawn for them:—

Mess ^{rs} Cox & Sharland	13. 0.
Mess ^{rs} Bennett Brothers	3.11. 6
Western Gazette	3.12. 6
G.A. Webb Esq.	3. 8. 0
Mess ^{rs} Drake & Co.	1. 2. 0

A cheque was also ordered to be drawn for 20/- payable to the Deputy Surveyor in pursuance of Section 9 of the New Forest Act 1877.

The Agisters attended and paid over the following sums they had received for marking
Commoners Cattle viz^t:—

[p.375]	Charles Newbolt	£8.18. 6
	Charles Evemy	£1.12. 6
	Alfred Chandler	£9.15. 6
	John Moody	£3. 2. 0

And for pannage:—

Charles Newbolt	10. 8
Charles Evemy	£7.18. 4
Alfred Chandler	£2. 5. 0
John Moody	£8. 9. 8

This terminated the business of the Court.

[signed] Montagu
Official Verderer

[p.376]

At a Court of Swainmote and Attachment held at the Verderers Hall at the Queens House Lyndhurst on Monday the 19th day of January 1891.

Present

The Right Honorable Lord Montagu. Official Verderer.
Lieut. Col. W.C.D. Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire.
Francis Frederick Lovell Esquire.
John Jeffreys Esquire.

The Court was opened with the usual Proclamation by the Crier.

The Minutes of the last Court were read and confirmed.

A letter from M^r Roy addressed to the Official Verderer was read stating that he was unable to attend on account of illness as also a telegram from M^r Meyrick excusing his absence.

The Court proceeded to consider a return which had been ordered by the Deputy Chairman of the number and condition of the ponies in the Forest on the 1st day of December last.

Col. Esdaile addressed the Court on the subject and explained the reason why he had called for the Return and his satisfaction at the result thereof.

After remarks by the Members of the Court the Return was ordered to be entered on the minutes.

(Copy Return on next page)

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<u>Questions asked each Agister by Clerk.</u>	<u>Newbolts reports by letter dated 16th January 1891.</u>
1. The number of Ponies in your District pasturing in the open Forest on or about the 1 st December last.	1. About 250.
2. The number of deaths of ponies between that date and the date of your return to me.	2. Two that I know of.
3. The general condition of the ponies on the Forest say on the 1 st January.	3. I should say good.
4. Whether any appreciable number have been removed since the 1 st of December from the Forest by their owners.	4. Yes.

<p>5. And give in all cases the names of the owners except of course as to the question of general condition.</p>	<p>5. Some of the principal owners M^r John Strange, Lyndhurst, M^r Geo. Golden, Emery Down, M^r A. Cull, Minstead, M^r F. Strange, Minstead, M^r A Peckham, Minstead, M^r C. Peckham, Minstead, M^r J. Taylor, Winsor, M^r S. Stride, Bartley, M^r S. Webb, Longdown, M^r G. Saunders, Fawley.</p>
<p>6. Any details and particulars on the above you think it desirable to mention.</p>	<p>6. I find that the Commoners in my District are doing their best to get and feed their ponies during this severe weather.</p>

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<u>Evemy's reports same date.</u>	<u>Chandler's reports same date.</u>	<u>Moody's reports same date.</u>
<p>1. Approximate 300.</p> <p>2. Three in open Forest one died of old age, one got in a drain & died & the other 4 months old was unsound.</p> <p>3. Good.</p> <p>4. Yes ponies have been removed since 1st Dec^r by the following owners.</p> <p>5. Mess^{rs} Bramble, Barrow, Broomfield, Bury, Hayter, Mills, Miller, Lander, Purton, and several others too numerous to mention.</p> <p>6. I find the Commoners in my District are doing their utmost to look after their ponies which are in the Forest since this severe winter has set in.</p>	<p>1. Approximate number about 350.</p> <p>2. There has only been one dead pony brought to my knowledge this winter.</p> <p>3. Good.</p> <p>4. There have been a lot of ponies taken in or fed since 1st Dec^r.</p> <p>5. Wheeler, Dunkinson, Burden, Egg, Carpenter, Harvey, Read, Ling, Etheridge, E. Etheridge, J. Mew, Biddlecombe, Earley, Plaskett, Bennett, Knight, Ings, M^{rs} Burden, Knowlton, Bradford, Gray, Young, Phillips, Bramble, Sparks, H. Saunders, Plascott.</p> <p>6. I find that all the Comm^{rs} in my District are doing their utmost since this severe weather to get and feed their ponies. I find that those that are fed in the Forest are doing better than those that are put into fields and fed with hay.</p>	<p>1. Approximate 300.</p> <p>2. Six this winter.</p> <p>3. Good.</p> <p>4. Yes.</p> <p>5. Young, King, Domoney, Dibden, Reynolds, Absolom, Mist, Parnell, Eldridge, Staples, Strange, Parker. There are a number of other smaller owners who have got them in.</p> <p>6. In my District the owners mostly live adjoining the Forest & the ponies go in & out as they are better on the Forest in this severe weather than in Fields. I also find the owners of ponies that are wild and cannot be got in are taking them hay & doing their utmost to feed them. I may add that the ponies that died mostly were aged only two buried by the Crown, the others were removed by the owners.</p>

[p.379]

M^r Strange being present expressed his concurrence with the Report and stated that the ponies in the Forest were doing better than those which had been removed from it.

M^r Burden confirmed all that M^r Strange had said and stated the only danger to the ponies at present in the Forest was the slippery condition of the Forest owing to the quantity of ice.

A letter from M^r Newman of Moyles Court was handed in by the Agister and read as follows:—

Moyles Court.

Jan^y 17th 1891.

Dear Sir,

Hearing there was a meeting to take place on Monday next with reference to the condition of Colts in the Forest I made up my mind to see and judge for myself so I have been walking all day with a neighbour who is a breeder. I thought perhaps you might like to hear my opinion as regards this part of the Forest. I cannot help saying that I was surprised to see them looking so well considering the severe weather and my opinion is they are much better than they were two or three years since. The greatest danger is their slipping on the Ice. I have lost one nice mare but she slipped down at a disadvantage.

I am, Yours truly

J. Newman

It was also stated that Two officers of the Society for the Prevention of Cruelty to Animals had been down to the Forest and visited various localities and called on the Official Verderer, Col. Esdaile and the Deputy Surveyor. They had been informed by the Official Verderer and Col. Esdaile that the Court would meet today and invited to attend it.

The Deputy Surveyor (The Hon. Gerald Lascelles) being present also addressed the Court on the subject and called attention to a charge made against him in an anonymous letter to the Field newspaper that he instigated an investigation by the Society of the Prevention of Cruelty to Animals into the condition of the ponies in the Forest out of hostility to the Commoners and that the two Societys men had called on him first & received instructions from him. He characterised these Statements as entire falsehoods [p.380] and he knew nothing of the intended visit of the Societys men till they called on him.

The Chairman stated that he had specially invited the Societys men to come to the Court today and report the result of their investigations and regretted they had not appeared. He also strongly deprecated and disapproved of charges being made anonymously whether against the Crown Officers, Commoners or other persons and hoped that any one at any time having any charge or complaint to make would do so openly and in his own name.

M^r Lovell stated that the subcommittee consisting of M^r Meyrick and himself appointed to meet the Commoners and draw up a scheme for the formation of an Association for the Improvement and Breed of New Forest Ponies had not been remiss in their work but that M^r Moens was preparing a far larger scheme and until the draft was in the hands of the subcommittee they could not proceed further. He desired further to state that the subcommittee did not recommend that any grant should be made from the Verderers fund by way of premiums during the ensuing year.

M^r Lascelles stated to the Court that the Bridge near Brick Kiln Enclosure (East Corner) was out of repair. Reference was made to the Minutes of the Court of the 14th May 1888 and the 25th September 1888 Folios 162 and 195 and the matter was referred to the Standing Sub Committee on the subject to report upon at the next Court.

M^r Strange addressed the Court and complained that the Agister Moody did not reside in his District and that it was impossible for him living as he did at Woodlands to carry out his duties satisfactorily and that during last season he (M^r Strange) had counted 47 Ponies unmarked in the District in one day.

The Clerk stated that Moody's returns of Cattle marked in the District were satisfactory.

The Official Verderer remarked that when Moody was appointed it was on [p.381] the distinct understanding that he should remove into his District and that the Court would take the matter into consideration after the public business was over.

M^r Whitehorne (Commoner) complained of the shortness of the pannage Season and of the Fees that the Commoners had to pay to the Agisters on behalf of the Verderers in addition to those payable to the Crown Keepers on behalf of the Crown. The Official Verderer fully explained the subject to him and stated that the pannage fees paid to the Agisters were authorised by the Act of 1877 and went to the general Funds of the Court and could not be dispensed with.

The Court then proceeded to consider the position of the proceedings directed to be taken against M^r Munro in respect of certain works being executed by him in the open wastes of the Forest at Rhinefield.

The Official Verderer reported that he had called a private meeting of the Verderers on the 9th of December last at Brockenhurst to consider the position of the action of the Verderers against the Lyndhurst Gas and Water Company which was the result of the remarks of M^r Justice Chitty when their case was opened by M^r Whitehorne on the 29th of November he himself M^r Briscoe Eyre and their Clerk having been present on the occasion. No sooner had M^r Whitehorne begun to open the case than the Counsel for the Lyndhurst Gas and Water Comp^y rose to plead the licence of the Crown for his Clients action. Upon this M^r Justice Chitty asked if there was any one to represent the Crown in the suit. M^r Hawkins on behalf of the Office of Woods and Forests rose to state that he had no instructions beyond to watch the case for the Crown. M^r Justice Chitty thereupon remarked that he doubted whether he could properly hear the case in the absence of any one to represent the Crown and that he thought that the Crown should be joined in the action. This necessitated the case to be adjourned for further consideration. The Official Verderer M^r Eyre and their Clerk thereupon consulted with M^r Buckley, the junior in the case, and arranged that the matter should be referred to M^r Whitehorne and M^r Buckley who should advise the Verderers as to their course of action. Their counsel having forwarded their opinion the Official Verderer had thought it necessary to ask the Verderers to meet him to take such action upon it as they might [p.382] think fit and that they should do so at a private interview rather than that he should summon a Court, which would, of necessity have somewhat of a public character. Minutes of the proceedings at this meeting had been kept and are at the disposal of the Court and are as follows:—

At a meeting of the Verderers of the New Forest held at Brockenhurst on the 9th day of December 1890.

Present

The Right Hon. The Lord Montagu. Official Verderer.
Lieut. Col. W^m Clement Drake Esdaile.
George Edward Briscoe Eyre Esquire.
Francis Frederick Lovell Esquire.
John Jeffreys Esquire.

The Official Verderer having shortly explained the reason that he had thought it desirable to call the Verderers together and what took place in Court upon the motion being brought forward on the 28th day of November last and M^r Justice Chitty's observations directed the Clerk to explain the position of the action now pending by the Verderers against the Lyndhurst Gas and Water Works Company and to read the joint opinion of M^r Whitehorne and M^r Buckley on the subject. The Clerk having done so the opinion was directed to be entered on the Minutes.

Copy Opinion.

We are of opinion that having regard to the remarks of the judge on the opening of the Motion on Friday last the Write should be amended by making the Commissioners of Woods and Forests Defendants.

We are also of opinion that the Writ should be further amended by adding one of the Commoners as a Coplaintiff with the Verderers. One of the Verderers (being a Commoner) may be added for this purpose. A slight amendment will also be necessary in the Notice of Motion.

The case in our opinion resolves itself into these three questions:—

1. Has the Crown power under any statute to grant to the Company a licence to execute the works in question?
2. Has the Crown such power independently of Statute by virtue of its seisin in fee of the soil of the Forest subject to the rights of the Commoners?
3. Assuming the Crown to have such power under either clause 1 or clause 2 can the Company take possession without first compensating the Commoners?

[p.383]

1. We are of opinion that the Crown has no such power. The proposed license is, it appears, to be granted under the Act 10 G.IV C.50 S.97 which in our opinion is confined to Leases and Licenses for the purposes of Railways Tramways and inclined planes and the engines works or machinery necessary for such purposes and does not extend to Leases and Licenses for Waterworks and the works incidental thereto. Moreover the license referred to in the section is a license to be contained in the lease. Here it is not proposed to grant any Lease of this land and in addition the proposed license is for an indefinite term determinable on three months notice which is not in our opinion within the power.

2. Assuming the Crown by virtue of its seisin to have such right the Crown in our opinion stands in no better position than a Lord of a Manor who cannot deal with the waste so as to interfere

with the rights of Commoners. The onus of shewing that sufficient common is left is in our opinion on the Lord in such a case and upon the evidence as it stands that onus has not been discharged.

3. It is [in] any case fairly arguable whether by consenting to the insertion of the Verderers clauses in the provisional order in consideration of the abandonment by the Verderers and Commoners of their opposition to the Bill the Company have not put it out of their power to take possession without compensating the Commoners.

There does not appear to be any direct evidence that the opposition was abandoned on these terms but we are of opinion that this is a legitimate inference.

Subject to the suggested amendments we are of opinion that the plaintiffs have a good case and that the action ought to be fought out.

The Affidavits already filed in our opinion state all the facts necessary for the decision of the question and we suggest that the Commissioners be asked to consent to have the case decided on such Affidavits treating the motion as the trial of the action. If they decline to give such consent we suggest that they be asked to consent to have the question of right tried on an agreed statement of facts it being in our opinion desirable that as little hostility as possible should be imported into the case.

If the case is to be tried on the motion, or if the motion is to be brought on, notice should be given to the Commissioners that it is intended to use the Affidavits already filed and they should be asked to state if [p.384] they require them to be resworn and the titles to be amended.

J. Charles Whitehorne.

Edmund F. Buckley

Lincolns Inn. 4 Dec^r 1890.

A long discussion having taken place it was unanimously resolved that the proceedings in this action be amended in accordance with Counsel's opinion and that the name of Col. William Clement Drake Esdaile be added as a Commoner on behalf of himself and all other the Commoners of the New Forest. He being guaranteed that his costs charges and expenses in the action as such Commoner should be paid from the Verderers Funds Col. Esdaile accepted the position on the guarantee given.

The Clerk was directed to take steps to amend the Pleadings as Counsel suggested to add Col. Esdaile's name as the Commoner on behalf of himself and all other Commoners of the New Forest and to communicate with M^r Gorst the Solicitor to the office of Woods Forests &^c as advised by Counsel. The proposed communication and correspondence to be submitted to Col. Esdaile for approval prior to dispatch and on receipt thereof.

The Official Verderer then called attention to the position of the communications with M^r Munro's Solicitors on the subject of the letters enclosures and trespasses at Rhinefield and explained the nature of his recent communication with M^r Munro whom he had seen. M^r Munro expressed much regret that anything he was doing in the Forest should be considered as in any way invading or injuring the rights or interests of anyone in the Forest. That he had an express clause in his Lease which gave him leave to make these water works, and he had not doubted the power of the Commissioners of Woods & Forest to grant him such Lease he had no wish in any way to do anything that was any injury to anyone having rights in the Forest. If therefore he could in any way meet the objections of the Verderers to his works he would be happy to do so. In respect to the

abstraction of water from the Stream as it was only to be used for ornamental purposes it would all return to the Stream even increased in quantity as the overflow of the water tank to his house would go into it also.

Lord Montagu stated that he had said in reply to M^r Munro that he would be happy to inform his colleagues of what he had stated and to obtain a favourable consideration for any adequate proposal he might make to meet [p.385] the Verderers objections.

After full discussion in which Lord Montagu stated that in his opinion it was very desirable that M^r Munro should be invited to make a proposal to meet the objections of the Court to the works in question. It was however resolved to carry out the proposed proceedings against M^r Munro under the Summary Jurisdiction of the Court as had been settled at the last meeting of the Court of Swainmote and the Clerk was directed to issue the summons for the January Court and to write to M^r Munro's Solicitors so informing them and to make arrangements for the convenience of M^r Munro on being served with the Summons.

Since this however a very important point had been raised by M^r Esdaile (*viz*) as to whether the jurisdiction of the Court would not be ousted if M^r Munro or his Counsel were to plead the right of the Crown to give leave to make the works in question by the desire of the Official Verderer this had been submitted to Counsel for their opinion and is now given to the Court.

Copy Opinion.

In this case I am of opinion that there is the same limit to the jurisdiction of the Court of Swainmote as to an ordinary Court of Petty Sessions for a County and although the proceedings against M^r Munro should under the 23rd section of the New Forest Act 1877 be commenced in that Court I am clearly of opinion that if licence from the Crown be raised as a defence to the summons the jurisdiction of the Verderers would be ousted. I have read the fresh correspondence sent herewith but without knowing the terms of Mess^{rs} Caprons letter to the Commissioners of Woods and Forests to which their letter of the 5th December was an answer it is impossible to say how far it is an admission that they had no right to grant M^r Munro the licence he alleges to have been granted and it certainly would not justify the view that M^r Munro's claim of right is other than *bonâ fide*. Altho' therefore the proceedings in the Court of Swainmote may become abortive as the 23rd section gives the Court of Swainmote power to enquire into all trespasses if an action were commenced in the Superior Courts in the first instance objection might be taken that the Court of Swainmote is the proper tribunal, as in my opinion it is, until a *bonâ fide* question of title is raised and for this reason if proceedings are commenced I think they should be in the Court of Swainmote.

[p.386]

The Verderers will however consider whether proceedings should at present be continued in view of the proposed legislation and their decision will doubtless be affected by a consideration of the bill itself whether they themselves intend raising any opposition to it and its probable chances of passing.

If it should be decided to go on, and in case licence from the Crown should not be raised as a defence the prosecution must be prepared to prove that the obstructions were raised by the order and direction of M^r Munro and the best person to prove this would be the man who actually put them up and received the instructions. It must also be proved that they are erected upon lands subject to common rights which are under the control of the Verderers.

Temple Cooke
The Temple

January 6th 1891.

M^r Cowley the Clerk of the works being present was asked to explain fully to the Court the nature of the proposed modifications and plans of the proposed works. He stated that it was proposed to form a Mound with an easy gradient over the top of the Ram House with doors on one side about 18 inches above the level of the adjoining Land and to cover over the Mound with Turf taken from the Freehold Estate of the Crown at Rhinefield. That it was further intended to turf over the Concrete reservoir and explained fully the nature of the works already done and those proposed to be done. His attention being called by the Court to the danger of Flooding the adjoining land which would arise in consequence of the erection of a Dam across the River he stated that he would do anything to prevent additional flooding and various suggestions on the subject were fully discussed, M^r Cowley undertaking to erect a sluice above the Dam with all necessary appliances to take off the Flood water and prevent an overflow.

In reply to the Court M^r Cowley stated that the Ram was only required to supply water for an ornamental Pond and Fountain, that it would not be used for watering the Garden or House purposes, that there was ample supply of water for these purposes from a Deep well which by full test of pumping had proved to be inexhaustible and that all the water taken from the River would be returned again into the River through well [p.387] jointed glazed 9 inch pipes. He reckoned about 5 per cent only of the water in the River would be taken which would be returned again plus an increase by rainfall.

The Court thanked M^r Cowley for his explanations and he then retired.

On his retirement the Court proceeded to fully discuss the matter and after long consideration the Official Verderer moved and M^r Jeffery seconded:—

“Having seen M^r Cowley M^r Munro’s Clerk of the Works and the plans for meeting the objections of the Verderers to the water works which are being executed at Rhinefield in the open Forests [*sic*]. These plans appearing to reduce the damage to the Interests of the Commoners to a minimum the Court considers that it is not expedient to proceed with the summons against M^r Munro, and that the Clerk be desired to communicate the same to M^r Munro’s Solicitors and at the same time to inform them that in doing so they maintain their original protest against the Licence of the Crown to give M^r Munro leave to interfere with the surface of the Forest.”

Col. Esdaile moved by way of amendment and M^r Lovell seconded:—

“That as the point of the power of the Crown to grant licenses to enclose or otherwise to deal with the open Forest will probably be shortly adjudicated upon in the case about to be heard against the Lyndhurst Gas and Water Company it is expedient to postpone any decision of this Court as to the Rhinefield case until after judgement is given in the Lyndhurst Water Works case and a special Court to be called immediately after the said judgement is given.”

M^r Eyre supported the amendment which was put and carried in the place of the original motion.

The Official Verderer desired to record his emphatic protest against the course of action adopted by the Court considering that the matter had now been most fully gone into and should be disposed of at once on its merits.

The Clerk was directed to write Mess^{rs} Caprons & Co (Solicitors to M^r Munro) informing [p.388] them that the Court would require further time to consider the matter.

The Clerk reported the present position of the action with the Lyndhurst Gas and Water Works Company.

The Clerk presented his report as to the Licenses granted by him to non-commoners on the 12th January instant as follows:—

Copy Report.

Clerks Office, Romsey, Hampshire.
19th January 1891.

To the Official Verderer
and Verderers of the New Forest.

Gentlemen,

I have to report that I attended at Lyndhurst on the 12th inst and issued 108 Licenses for 253 Animals of Non Commoners to depasture in the New Forest and collected

License Fees	£13.10. 0
Head Money	£31.12. 6
Marking Fees	<u>£14.10. 6</u>
	£59.13. 0

This is a falling off of £7.5.6 as against last Years return of 123 Licenses for 282 Animals and Fees in all amounting to £66.18.6.

The reason is again one which I venture to submit requires special attention from the Court and upon which I trust I may yet receive instructions.

Allotment grounds have been started on various Estates adjoining the Forest and land having Forest Rights attached has been used for this purpose. Take for example the Minstead Estate where Allotments are given of from 10 Rods to 20 Rods and in respect of these small Allotments the holders now claim Forest Rights as Commoners. The same arises at Sway Beaulieu and other places [p.389] where all the Allotment holders who formerly took out Licenses now claim as Commoners a right to turnout Animals in far greater number than they were permitted as Non Commoners.

The further more serious question is in prospect namely that in view of certain portions of the Forest being acquired for Allotments the occupiers thereof will claim as Crown Tenants to turn out as Commoners under the Crown without payment of any fees.

This question should be dealt with in the proposed Bill being prepared on the subject and I would further venture to suggest that a clause should be prepared by Counsel to be placed in the said Bill dealing with this important question.

I trust that this Report may be taken into favourable consideration with the one I submitted last Year.

I am, Gentlemen, Yours faithfully
G.F.W. Mortimer Clerk to the Verderers.

The Report was considered and ordered to stand over for further consideration at the next Court.

The Clerk presented the Annual Statement of Account and Summary thereof which were ordered to be submitted to the Auditor as usual.

The Clerk produced the High Sheriffs expenses of the recent Election of Verderers. He was directed to sell out sufficient Consols to realize £100 and to pay the same.

The consideration of the question whether any proceedings should be taken against M^r J. Steer Newman to recover the amount being postponed until the next Court.

The Court proceeded then to consider what steps if any could be taken to make [p.390] the Register of Commoners entitled to vote more effective.

The Official Verderer fully explained his views and stated that as a Register of Commoners it was worthless. There were in the Register a number of names of persons who were dead many names also of those who had long ago sold their properties and the names of those who had either succeeded or inherited or purchased these properties were not on the List. He had gone most carefully into the Register so far as it concerned Beaulieu, Fawley, Exbury, Hythe and East Boldre and carefully marked the changes on a separate List. He thought if each Verderer would undertake to do the same in his District they could ascertain how incorrect and useless the Register was, and the Deputy Chairman having pointed out the legal aspect of the matter and that it seemed to him that there was no power under the Schedule 2 of the Act of 1877 to do more than to put on the Register the names of any Commoner who on application to have his name inserted proved that he had derived his title as a Commoner from some person whose name appeared on the Register and that to amend the Register in any other way except by striking out the names of persons who were dead would require fuller powers than the Verderers possessed, the discussion was allowed to drop but the Official Verderer stated that he should bring the subject forward again at some future day.

The Report of the subcommittee as to making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts was not ready.

The Agisters attended but had no special Reports to make. Agister Moody was questioned as to the reason why he did not live in his District. He stated that he had found it impossible to obtain a house but that if M^r Eyre would assist him to do so he might be able to get one. M^r Jeffrey's stated that he considered it was a great disadvantage to Moody's proper discharge of his work that he should live so far from his District. The Official Verderer informed Moody that he must understand that he must comply with the terms of his engagement and live in his District.

The Clerk produced the Financial Statement which was ordered to be entered on the Minutes.

[p.391 – pages reordered for sake of clarity in respect of the following table]

Copy

		£	s.	D.
1890	By Balance from last account	73	16	3
November 12	” cash received of Agisters at Court yesterday for marking Commoners Cattle to date viz:–			
	C. Newbolt £8 18 6			
	C. Every £1 12 6			
	A. Chandler £9 15 6			
	J. Moody <u>£3 2 0</u>	23	8	6
” ”	” Cash received of Agisters at Court yesterday for Pannage money to date viz:–			
	C. Newbolt £ 10 8			
	C. Every £7 18 4			
	A. Chandler £2 5 0			
	J. Moody <u>£8 9 8</u>	19	3	8
December 18	” Cash of A. Chandler (Agister) Donkey & Foal sold and not owned (December 6 th 1890)			
	Donkey & Foal £1 7 0			
	Less Auction charges 3 0			
	Advertising 11 0			
	Keep &° <u>11 6 11 5 6</u>		1	6
” 23	” Cash of Agisters for marking Commoners Cattle to date viz:–			
	C. Every £2 12 6			
	A. Chandler £5 16 0			
	C. Newbolt £4 5 6			
	J. Moody <u>£4 7 0</u>	17	1	0
	Carried forward £	133	10	11

[p.393]

1890		Brought forward £	133	10	11
December 23	By cash of Agisters for Pannage Money to date viz:–				
	C. Every. £ 3 1 4				
	A. Chandler £18 16 4				
	C. Newbolt £ 4 10 8				
	J. Moody <u>£ 3 13 8</u>	30	2	0	
” 31	” Pannage Money (per J. Moody Agister)	3	15	4	
” ”	” Cash received of C. Newbolt (Agister) for marking Commoners Cattle				
	£2 12 6				
	” D° D° Pannage Money <u>£7 2 0</u>	9	14	6	
1891					
January 13	” Cash received of Non Commoners at Lyndhurst yesterday for Licenses viz:–				
	Licenses £13 10 0				
	Head Money £31 12 6				
	Marking Fees <u>£14 10 6</u>	59	13	0	
	£	236	15	9	

[p.392]

Statement

		£	s.	D.
November 11	To Hon. Gerald Lascelles, Fence month & Winter Heyning	1	0	0
" "	" Drake Driver & Leaver Limited, Stationery	1	2	0
" "	" G.A. Webb Esq. Auditing 1889 Accounts & expenses	3	8	0
" "	" Western Gazette & ^c Comp ^y L ^d , Advertising of Register of Commoners	3	12	6
" "	" Bennett Bro ^s (S. & W. Journal) D ^o	3	11	6
" "	" Cox & Sharland, Ordnance Sheets.		13	0
" "	" Henry Briant, Pony Premiums	2	10	0
" "	" J.W. Spicer D ^o	2	10	0
" "	" Thomas Tanner D ^o	7	10	0
" "	" A. Biddlecombe D ^o	3	10	0
" "	" E. and J. Bramble D ^o	3	10	0
" "	" M ^{rs} Emily Burden D ^o	2	10	0
" "	" M ^r James Dibden D ^o	2	10	0
" "	" M ^r W. Domoney D ^o	3	10	0
" "	" M ^r Mark Earley D ^o	2	10	0
" "	" M ^r George Golden D ^o	2	10	0
" "	" M ^r Levi Gray D ^o	3	10	0
" "	" M ^r Charles Kent D ^o	2	10	0
" "	" M ^r William King D ^o	2	10	0
" "	" M ^r G. Lander D ^o	3	10	0
" "	" M ^r John Mist D ^o	2	10	0
" "	" Col. W. Martin Powell D ^o	2	10	0
" "	" M ^r Stephen Purkess D ^o	3	10	0
" "	" M ^r Henry Wort D ^o	2	10	0
" "	" M ^r Robert Burry D ^o	2	0	0
	Carried forward £	71	7	-

[p.394]

1890.		Brought forward £	71	7	0
November 17	To M ^r J.H. Cheyney Pony Premiums		1	0	0
" "	" M ^r George Eldridge D ^o		1	0	0
" "	" M ^{rs} Thirza Osman D ^o		1	0	0
" "	" M ^r Arthur Parnell D ^o		1	0	0
" "	" M ^r Alfred Peckham D ^o		1	0	0
" "	" M ^r G. Lander D ^o		5	0	0
" "	" M ^r Henry Wort D ^o		2	10	0
" "	" M ^r Robert Burry D ^o		1	0	0
" "	" M ^r J.H. Cheyney D ^o		1	0	0
" "	" M ^r W ^m Domoney D ^o		1	0	0
" "	" M ^r George Eldridge D ^o		1	0	0
" "	" M ^r Samuel Barrow D ^o		1	0	0
" "	" M ^r W ^m Davies D ^o		1	0	0
		[in pencil] +	1	0	0
December 4	" Cheque Book			5	0
" 23	" Mr Mortimer ¼'s Salary due Xmas 1890.		37	10	0
" "	" Agisters ¼'s Salary due Xmas 1890 viz:-				
	C. Newbolt £17 10 0				
	C. Evemy £17 10 0				
	A. Chandler £17 10 0				
	J. Moody <u>£17 10 0</u>		70	0	0
" "	" C. Newbolt Fees as Crier to the Court for 1890 (7 at 5/-)		1	15	9
" "	" Eyre & Spottiswoode. Acts of Parliament.		1	0	0
" "	" C.L. Lordan & Co. Printing.		11	4	9
" "	" Drake Driver & Leaver Limit ^d . Stationery		1	13	3
" "	Balance		23	10	
		£	236	15	9

[p.393, bottom]

This terminated the business of the Court.

x^d

[signed] Montagu
Official Verderer

[p.394, bottom]

[signed] *M*

[p.395]

At a Court of Swainmote and Attachment held at the Verderers' Hall, Queens House, Lyndhurst on Monday the 23rd day of March 1891.

Present

The Right Hon: Lord Montagu. Official Verderer.
Lieut. Col. William Clement Drake Esdaile. Deputy Chairman
George Edward Briscoe Eyre Esquire
William Gascoigne Roy Esquire
Francis Frederick Lovell Esquire
George A.E.T.G. Meyrick Esquire
John Jeffreys Esquire

The Court was opened with the usual proclamation by the Crier.

The Minutes of the last Court were read and confirmed.

The Clerk reported the purport of the Judgment given by M^r Justice Chitty in the action by the Verderers against the Lyndhurst Gas and Water Company and produced the Draft Minutes of the proposed order in the action, and stated the Course proposed to be followed in assessing compensation payable by the Company to the Verderers.

The Official Verderer expressed his own and the thanks of the Court to M^r Eyre for attending the hearing of the action and for so kindly printing and circulating the Transcript of the Short hand writer's notes of the Judgment amongst the Members of the Court and he further stated the satisfaction of the Court with the result of the action.

[printed transcript]

Royal Courts of Justice,
11th March 1891.

In the High Court of Justice.
Chancery Divison.

The Verderers of the New Forest
v.
The Lyndhurst Gas and Water Company Limited.

Before Mr. Justice Chitty.

Transcript from the Shorthand Notes of Harry Counsell,
12 New Court, Carey Street, W.C.

JUDGMENT.

Mr. Justice Chitty: This was a motion for an injunction to restrain the Defendants from disturbing the rights of common, of pasture, turbary, pannage, boite, and other rights and privileges of the Plaintiffs and of all other persons having rights of common in, upon, and over the open wastes of the New Forest. The parties have agreed to treat the motion as the trial; and the injunction which is asked at the bar is not the absolute injunction mentioned in the notice of motion, but an injunction limited in the ordinary way, where the Defendant has the right to take land under the Lands Clauses Act. The Plaintiffs are the Verderers of the New Forest, constituted by Act of Parliament, and Mr. Esdaile, who sues on behalf of himself and all other persons having rights of common in the wastes of the New Forest. The sole Defendant is the Lyndhurst Gas and Water Company, Limited.

The main cause of complaint against the Defendants is that they are constructing on the open lands of the Forest a permanent work, namely, a reservoir. This reservoir, which is partly made, does not occupy a very large space of ground, but is some 50 feet square, and there are trenches for pipes, which have

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been cut in order to carry the water from the reservoir to the town of Lyndhurst. The Defendants obtained a Provisional Order, which has been confirmed by statute in the ordinary way. Under the third clause of the Provisional Order the provisions of the Lands Clauses Act, except in respect to the purchase and taking of land otherwise than by agreement, and in respect of the entry upon land by the promoters of the undertaking, are incorporated with the Order, except where the same are expressly varied by the Order itself. By the 28th section the undertakers may, by agreement, purchase and taken on lease, enter upon, and use the lands which are scheduled. The lands in question are those comprised in Schedule B., being part of the open and unenclosed land of the Forest. By the 30th section, the undertakers are empowered on the land shown on the deposited plans, when they have acquired and while they are in possession of the same, to make and maintain the works which are mentioned in that section, which include a reservoir or tank capable of containing 40,000 gallons, or thereabouts, to be constructed on a piece of land 50 feet square, with lines of pipes for the purpose of taking the water from the reservoir. Then there are two sections which have been incorporated in the Order for the protection of the commoners' rights. They are the 57th and the 58th. "As regards the interests or rights of the commoners of the New Forest in or over any lands required for the purposes of this Order, the open lands, the New Forest, over which rights of common exist, shall be deemed to be common or waste lands within the meaning of the Lands Clauses Consolidation Act, 1845; and the Verderers of the New Forest, as constituted by the New Forest Act, 1877, shall be deemed to represent the commoners for the purposes of this Order, and to constitute a committee of such commoners within the meaning of the 104th and following sections of the Lands Clauses Consolidation Act, 1845, save only and except such part of section 104 as provides for the distribution of compensation received by a committee;" and then this section, which is the 57th, goes on to provide how compensation money received by the Verderers is to be disposed of. The 58th section is to this effect: "Notwithstanding the payment to the Verderers of any such compensation as aforesaid in respect of the rights of the commoners of the New Forest upon or over any of the lands of the New Forest required for the purposes of this Order, such rights shall, in the event of, and immediately upon the expiration by lapse

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of time, or upon the sooner determination (by re-entry under any power of re-entry that may be contained therein, but not otherwise) of any lease of or license to use and occupy the open lands

required as aforesaid that may be granted by the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, in pursuance of the powers of leasing given by an Act of the Session holden in the 10th year of His Majesty King George the Fourth, chapter 50, or any other Act enabling them in this behalf, revive and be capable of being again enjoyed and exercised upon and over such land by the persons (if any) who may then be entitled to enjoy and exercise common rights upon or over the open lands of the New Forest." The Order then incorporates amongst other provisions of the Lands Clauses Act, 1845, sections 99 to 107 inclusive, those being sections which relate to common or waste lands.

As to the commonable rights upon the waste, the following facts appear. The Crown has a limited right under the Act of Parliament to enclose 16,000 acres, but those 16,000 acres do not comprise the land upon which the Defendants have entered. The total acreage of the lands under which the commonable rights exist is 63,000, but from that there must be deducted in virtue of the power which the Crown has to enclose 16,000 acres; and the evidence of Mr. Mortimer, the solicitor and clerk to the Verderers, which is not contradicted, is to this effect. The lands in respect of which the commonable rights are exerciseable extend to upwards of 65,000 acres, and he says, that if the rights of common were exerciseable over the whole of the estimated 63,000 acres, that is including these 16,000 for the purpose of this computation, there would not be, in his opinion, sufficient pasturage for all the cattle which could be turned out in the Forest in the exercise of such rights. The rights are, however, only exerciseable over so much of the estimated 63,000 acres as remains after deducting so much of the 16,000 acres as may from time to time be enclosed by the Crown in exercise of the Crown's rights of enclosure. The commonable rights to which the Plaintiffs – the commoners, on whose behalf the action is brought – are entitled, are of various kinds. It is enough to mention the right of pasture and right of pannage, and other rights which are described in another affidavit of Mr. Mortimer's. There is some slight contest on the evidence whether there was any pasture upon the ground on which the Defendants have entered; but I have no hesitation in coming to the conclusion that there was pasture there, and that the

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commoners' cattle did pasture upon that ground that has been enclosed. The result, then, of the evidence is that the enclosure of any part of the open lands where there is pasture is an interference with the rights of the Plaintiffs – the commoners.

The Defendants entered into possession by leave given by the deputy surveyor of the Forest in April last year. They commenced their works shortly afterwards, and when the writ was issued, which was on the 31st of July, they had constructed the following works: "The reservoir had been sunk, so far as the eye could judge, about 10 feet into the land, having a diameter of about 20 feet; the earth taken out had been banked up all round the reservoir, so raising it about 8 feet above the ground, and the wall of the reservoir above and below the surface of the ground was only about three parts completed." "The space occupied by the reservoir is fenced round with a rough fence." So that the Plaintiffs were entitled, upon these facts, to apprehend that a permanent work was to be constructed upon the waste, and that the Defendants would maintain, unless prevented, their work there, to the permanent exclusion of the commoner from this part of the waste. To raise a wall of earth is the same thing as to raise a wall of brick or any other material; but, of course, earth maybe so placed as to render this spot accessible to cattle who may go up without difficulty an incline to a certain degree. But, at the time when this writ was issued, there was the wall, though of earth, which I have described, and there were no indications of any intention to make this kind of work

which the Defendants now say they intended to construct, that is to say, to make that kind of work which they say, if constructed, will practically result in little or no interference with the commoners' rights. They have, I need scarcely mentioned, no license whatever from the Plaintiffs, or any agreement with the Plaintiffs, or any person entitled to contract on the Plaintiffs' behalf for their thus entering into possession, and, indeed, they did not obtain a license from the Office of Woods and Forests, as representing the Crown, upon which much stress has been laid in argument, until the 21st of October last year, that is, some months after the institution of the suit, and several months after they had made their entry.

Though this part of the Case is not seriously pressed against the Defendants, I state my opinion, and I will give the grounds presently, that the Defendants had no right as against the commoners to enter

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into possession in the way they did, and to construct the works which stood upon the land when the writ was issued. The license from the Commissioners of Her Majesty's Woods and Forests and Land Revenues is contained in the agreement of the 21st of October of last year, as I have said. It is not a license as yet, but it is an agreement for a license, and this instrument has been carefully prepared on the part of the advisers of the Office of Woods and Forests so as not in any manner to purport to affect the interests of the commoners. It begins by a recital of the Provisional Order. That is evidently the foundation of the agreement. The first clause is one only as between the Office of Woods and Forests and the Defendants. "The Company shall not enter upon or interfere with any of the open lands of the said Forest for the purposes of their said proposed works unless or until a consent in writing for that purpose is given by the Commissioner." The third article or clause is to this effect: "Subject as aforesaid, and so far as the said" Commissioner, by whom the agreement is signed, "can authorise the same" (those words are cautiously inserted to show that this is no "attempt to bind the commoners), "the Company may form a construct upon the said piece of land delineated and coloured red on the plan No. 2, a tank or reservoir for storing water," and then there are some other powers conferred upon the Company as to the execution of the works, and power to lay down pipes, and the like. The fourth article provides that "The Company shall, in digging and making any trench or cutting in any of the open lands of the said Forest for the purpose of laying any gas or water pipes, lay aside the turf and surface soil removed from the said lands, and shall lay the said pipes with all reasonable despatch, and immediately after the same shall be laid, fill up and level the trench or cutting, replacing the surface soil and turf, and, if requisite, shall sow the land with good grass seeds, and generally shall restore the land under which any gas or water pipes" (I am only reading that part which is material) "may be laid, or which may be injured or damaged by the laying of such pipes, or any of them, to the satisfaction in all things of the said Commissioner or Commissioners or the said deputy surveyor. And the said Company shall also construct and finish the reservoir to the like satisfaction, and shall remove or deal with all turf and earth removed and excavated from the site for the reservoir, and level and bank up, turf over, sow with grass seeds, or plant with trees or

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shrubs the land adjoining the reservoir, which may be affected by the construction thereof, in such manner as the deputy surveyor shall direct." There is some slight claim made on the part of the Plaintiffs in regard to the trenches that have been cut for the pipes, but I think nothing of that. It is plain that it was and is the intention of the Defendant Company to fill up the trench with reasonable

despatch, to cover in that trench that is made when the pipe has been put in, and to restore the surface, in fact, to its former condition. Something is said in the evidence with regard to the future opening of the ground for the purpose of repairing the pipes, but that is obviously merely a temporary work, and with these few observations I pass by that matter altogether. It is shown that there is no express stipulation in this contract that the Gas Company shall cover over the surface of the reservoir with earth and sow it with seed, and maintain grass thereon. Whether the deputy surveyor could insist upon that being done I need not enquire, there is some ground for saying that, as there is an express agreement in regard to the adjoining land, that precludes the construction being put upon the land which is not adjoining, that is the land which will have to be excavated for the reservoir itself, and, consequently, not even the deputy surveyor has any right to insist upon properly covering the surface with earth and sowing it with grass seed. That is not material. It is not material as between the Plaintiffs and the Defendants for one obvious reason. The Plaintiffs have no right to sue upon any clause that is to be found in this agreement. The agreement, however, is properly referred to for the purpose of showing what was the intention of the Defendants at the time when the Writ was issued, and the result is certainly this, that they were under no obligation to do what they say now by their affidavits, filed some months after the motion was first made, namely, to cover in the top of the reservoir and to sow it with grass seed, and to make the earthen wall as I have described – a sloping wall – at such an angle that cattle can readily move up the surface of it, and depasture upon the top. The works, as is shown by the evidence, apart from this covering at the top, and this sloping bank, consist of the construction of a reservoir with a concrete bottom and brick arches with iron girders over the top; and I need not say that grass will not grow on the top of brick arches nor on the top of iron girders, unless, of course, there is a sufficient stratum of earth put on the top of the brick arches or the iron girders.

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The first question to be decided turns upon the Lands Clauses Act, sections 99 to 107 inclusive, as modified by the Provisional Order. Upon the construction of these sections there can be, in my opinion, no doubt. In the case of *Stoneham v. The London, Brighton, and South Coast Railway Company*, which was reported in the Law Reports 7, Queen's Bench, at page 1, it was decided that compensation to the commoners was a condition precedent to the right of the undertakers to enter upon the land. In that case there had been an agreement with the lord of the manor, and compensation had been made to him in accordance with the provisions in the Act of Parliament. There had been a conveyance made by him to the company, but the company entered upon the land, took possession of it, and constructed their railway without having paid compensation to the commoners, and it was held that that was a disturbance, in other words, a wrongful act as against the commoners. The Chief Justice said it was intended that land should not be taken away from the commoners by the company until the company had made compensation in satisfaction of those rights, and Mr. Justice Lush also in his judgment stated that as until the company had paid the compensation for the commonable rights the company was not to be considered in possession of those rights, consequently the company, having disturbed the rights of the commoners without having paid the money, or deposited the plans, was liable to an action for disturbance. That was a case of the taking of lands by a railway company, and it puts a construction upon the words "immediate possession thereof, subject nevertheless to the commonable and other rights theretofore affecting the same until such rights have been extinguished by payment or deposit of the compensation for the same in manner herein-after provided," which are words that occur at the end of the 100th section, and that case puts a construction particularly on the language of the 107th

section, which is to the effect that upon payment, or tender, or deposit, the promoters of the undertaking shall be entitled to immediate possession thereof. The Court held that until payment, or tender, or deposit of compensation, there was no right to possession as against the commoners.

It was argued for the Defendants that they had not entered upon the lands required to be purchased or permanently used for the purposes of the Act. An attempt was made to show that it was a mere temporary occupation. I am referring to the 84th section – the well-known section – which prevents the promoters of

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the undertaking, without the consent of the owners and occupiers, from entering upon “any lands which shall be required to be purchased or permanently used for the purposes and under the powers of this or the special Act.” It is not necessary to have recourse to the 84th section, because the case depends upon those sections – the 99th to 107th sections inclusive – which I have already commented upon. It is said that at the utmost the company, if bound to make any compensation, were still entitled to make their entry upon the land and to execute the works, and if the Plaintiffs considered themselves aggrieved and entitled to compensation, that they must get the compensation under the 68th and other sections of the Land Clauses Act. That proposition is negatived by the case of *Stoneham v. The London, Brighton, and South Coast Railway Company*, and I have no hesitation in saying that this was work of a permanent character, and, as far as their outward acts were concerned, it was a taking possession for the purposes of keeping and holding the land, and constructing a permanent work thereon for an indefinite time. It is quite true under the license which was agreed to be given, after the action had been commenced, by the Office of Woods and Forests, that the Crown has the right, as well as the Defendants have the right, of determining the license upon three months’ notice. That three months’ notice may never be given on either side, and this is not a temporary taking at law. This is a permanent taking of lands within the Land Clauses Act.

The result, therefore, is that, as between the Plaintiffs and Defendants, the Defendants are wrongdoers, and they are disturbers of the Plaintiffs’ right. It is quite clear that the Defendants not being within their statutory powers are liable to an action at law. In the case of *Stoneham v. The London and Brighton Company* apparently, according to the Law Reports, damages were given, and it does not appear that an injunction was granted; but according to another report which Mr. Whitehorne mentioned to me, there was an injunction. That is merely a question of remedy. It is quite plain that in such a case as this an injunction is usually granted. However, injunctions are not granted to restrain the Defendants from performing an agreement in which a person not a party to the suit is materially interested, because that tends to deprive the absent party of the benefit of the agreement without his being heard. There are many instances which it is not necessary to refer to (I have decided

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the point several times myself) in which the Court has refused to grant an injunction upon that ground. I think there was one case of *The Attorney-General* against *The Great Eastern Railway Company*, where it was said the Great Eastern Railway Company had entered into an agreement, *ultra vires*, with the Tilbury Railway Company. The injunction there granted was only after the determination of the agreement. There was a refusal to grant an injunction pending the agreement, as the Tilbury Company was not made a party. Has the rule to which I am referring any application

to this Case? I am of opinion it has not. If, contrary to the provisions of the 84th section, the undertakers, having agreed with some person entitled to the possession, enter upon the lands in virtue of the agreement with him, the other persons who are not entitled to compensation can sue and maintain their action and obtain an injunction, notwithstanding that the person with whom that agreement was made is not a party, and that the absent party has made his agreement for his compensation, and therefore he is not injured in any way; it does not interfere in any way with his right. So it is here with regard to the Crown. It is urged that the Crown ought to be Defendants, because they were interested under this license, and the contract which is contained in the agreement. No injunction that I am asked to grant will interfere in the least degree either with the rights of the Crown, or with the rights of the Crown as represented by the Office of Woods and Forests under that agreement. An injunction to restrain the Defendants from continuing their works until compensation has been made will not prevent the Crown from having the full benefit of the contract which it has entered into. Therefore I think that that objection falls to the ground.

Now, what I have said appears to me practically to dispose of the case, but Mr. Crawley, who argued for the Defendants, and presented various ingenious propositions to the Court, put forward, amongst others, this proposition: that what the Defendants were doing was authorised by virtue of the agreement for a license, and that what they were doing was no more than what the Crown itself could have done if there had been no Provisional Order, and if there had been no license. Now the Crown does not claim the right to enclose these lands. As I have said, that right (whether it ever existed I need not consider) has been taken away by Act of Parlia-

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ment, and the question is whether what has been done is not an enclosure of the land. In my opinion it is.

The Statute of Burton was referred to, but I may mention in passing that the Statute of Ba<Me>rton does not in terms refer to enclosure. The Statute of Ba<Me>rton was merely framed with reference to the case of the lord unjustly depriving the commoners of their right of common. He may do that in various ways. No doubt the most obvious way is by what is termed “approving,” and approving is generally used as equivalent to enclosing; but on the facts which I have stated it seems to me there was an ouster of the commoners from this plot of ground.

I am not going to express any opinion whether it would not be competent for the Crown to do what I am about to describe, namely, to raise the surface of the soil in the open land to some moderate height, and to provide by an easy gradient a ready access to the top of the land thus raised for the commoners’ cattle. I leave that question open, because, in my opinion, it does not arise. No doubt the Defendants say that that is what they are going to do, but it is admitted that they say that has not given any right to the Plaintiffs to insist upon their doing it. I have had the correspondence before action referred to for the purpose of seeing what the real contest was, and from that it appears that the Defendants took up the position that they were entitled to do what they are doing in virtue of the license which had not been granted, but, apparently, had been prepared, and was ready to grant, and they did not from beginning to end of the correspondence put forward any case to the effect that they were going to make the site of the reservoir such that there would be no substantial interference with the commoners’ rights. Whether that is an afterthought or not I am not sure, but I am satisfied that it was their duty, seeing the fair inference to be drawn from their acts, to put that case forward in the correspondence with the Plaintiffs’ solicitors, whereas they set the Plaintiffs’ solicitors – that is, the Plaintiffs – at defiance, and they said we are acting entirely within our rights

in what we are doing; we will afford you no explanation, and we will come to no terms. As ordinary reasonable men the Plaintiffs were entitled to draw the inference that this reservoir was a permanent work of such a character that to the extent of the site of the work the commoners would be deprived wholly of their rights of common. Therefore, I

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think that the Plaintiffs are in a position to ask for an injunction. There is a peculiarity in the case which does not seem to have been considered on the part of the Defendants, which is, that they have no right to proceed compulsorily to take away from the commoners their right of common. I read in the earlier part of this Judgment the portions of the Provisional Order which were relevant to the case to show that it is only by agreement they can acquire land. But the Plaintiffs, who have brought this action more for the purpose of trying a right than for any other purpose, and whose case in substance is that there is an injury to their right, are entitled, I think, to have that right protected, and they at the same time, as they state, are willing to enter into an agreement. Consequently, I think the right order will be – and that will be a benefit to the Defendants – to express, on the face of the order which I am now about to make, the willingness of the Plaintiffs to come to an agreement according to the Provisional Orders and the Act of Parliament incorporated therewith for the sale of their rights to the Defendants. The injunction then will be in the common form applicable to a case where the Lands Clauses Act applies, that is to say, an injunction as asked, but it is until compensation shall have been paid (I am not giving the exact words) or deposited (that is the term, if I recollect rightly), in accordance with the provisions of the Order and the Act of Parliament.

Mr. Whitehorne: Then by consent the motion is to be treated as the trial.

Mr. Justice Chitty: Yes.

There was one other argument among the many Mr. Crawley advanced, which was that the sections 99 to 107 of the Lands Clauses Act only applied where there was a total extinction of the commonable rights. In my opinion that is an argument that cannot be maintained upon the sections of the Lands Clauses Act as they stand, but which certainly cannot be maintained, having regard to the 58th section of the Provisional Order, the effect of which is to show that the rights are not to be finally extinguished, but the rights are to revive when the license has come to an end. If you like, Mr. Whitehorne, and if Mr. Crawley is willing, you can take some small sum now, and put it on the Order for compensation, for your compensation will not be much, and it will be very much reduced if Mr. Crawley gives the undertaking which he said he was willing to give. If you are willing to accept that, you may take it, and there

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will be no injunction. I am only giving you the strict order. For instance, Mr. Crawley said that the Company were willing to undertake in this action to cover the top of the reservoir with earth to a sufficient depth to allow grass to grow thereon, and to plant it with seed, and to make the slope at such an angle that cattle could readily have access. I have not gone into the question of what is the particular angle which a cow in the ordinary course of nature has no objection to ascend, but the angle at which the slope is at the present moment is considerable. It is something less, however, than 45 degrees, but that is a matter, Mr. Whitehorne, that I must leave to arrangement between the parties. You may draw the Order by consent if you are willing, taking some small compensation and the costs of the action. You may draw your Order, instead of the injunction, the Court being of

opinion, &c., you expressing your willingness to receive, and they proposing a particular sum (which would only be a small sum – you would not get much compensation for this), and giving you this undertaking. The injunction will then only be for costs. I think you have power to agree the compensation (you must look at that) without going to a surveyor or a jury, or anything like that. Your compensation cannot be very much.

Mr. Whitehorne: No; it is not a matter of money.

Mr. Justice Chitty: No; therefore I should think it would now be reasonable to agree with the Gas Company. You do not want to do the Gas Company any unnecessary injury.

Mr. Crawley: I think the Order your Lordship suggests is much the better plan.

Mr. Justice Chitty: That part, then, will be by consent.

Mr. Crawley: Yes. If the Order is drawn up for an injunction, it will be prefaced with the statement that the Plaintiffs are willing to agree.

Mr. Justice Chitty: Yes; that they are willing to agree for the sale of the commonable rights to you. It must be in accordance with the terms of the Order and the Act of Parliament you are incorporated under. It is quite reasonable of the Verderers to do that. Mr. Vaughan Hawkins, I think I have not affected the Crown.

Mr. Vaughan Hawkins: Your Lordship has not had anything to decide against us.

Mr. Justice Chitty: No; but I am always pleased to see you here.

[cover]

In the High Court of Justice.

CHANCERY DIVISION.

11th March 1891.

VERDERERS OF NEW FOREST

v.

LYNDHURST GAS AND WATER CO.,

LIMITED.

JUDGMENT.

Messrs. Whitehouse & Etherington,

Solicitors.

London: Printed by Eyre and Spottiswoode,
Printers to the Queen's most Excellent Majesty.

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M^r Bovil Smith of Fareham Land Surveyor and Valuer was selected to represent the Verderers upon any proceedings for the assessment of the compensation to be paid by the Company for the Rights of Common in and over the Land sought to be acquired under the Lyndhurst Gas and Water Companys Provisional Order.

The Deputy Surveyor called the attention of the Court to an item of 7/6 appearing in their printed Account under the head of "Cash received for sale of debris of Ober Bridge". The Clerk stated that he had received the amount from M^r Roberts who had overlooked the work on behalf of the Verderers and produced M^r Roberts' letter on the subject.

The Deputy Surveyor claimed the amount and asked for its return on the ground that the Debris sold was the property of the Crown.

The Consideration of the matter was postponed till the next Court to enable the Clerk to communicate further with the Deputy Surveyor and to make further enquiries.

The Clerk reported that he had received no communication from M^r Newman relative to his alleged qualification to act as a Verderer and to the request that he would establish his qualifications or in accordance with his promises pay the Costs of the recent election.

M^r Lovell addressed the Court relative to the proposed Show of Pony Stallions in April next. He traced the origin of the Shows and expressed that in consequence of the Funds of the Verderers not permitting them to continue the custom of giving Premiums to Stallion Ponies exhibited at such Shows an Association [p.397] called "The Association for the improvement of the breed of New Forest Ponies" had been formed and proposed to hold their first Show in April next and he asked the cooperation of the Court in the work of the Association, and submitted the following Resolutions, which were adopted by the Court and ordered to be recorded.

- (a) That the Verderers under Bye Law N^o 11 appoint two of their members to pass and cause to be marked Stallion Ponies to roam in the Forest, that the Members so appointed be M^r Lovell and M^r Meyrick and that they be requested to pass and cause such Pony Stallions to be marked only at Meetings of the Association.
- (b) That the Agisters be instructed to forward through the Clerk to the above named Verderers a correct return of the names of all Commoners who have Ponies running in the Forest.
- (c) That the Clerk be authorized to furnish to the above named Verderers a correct list of all persons being NonCommoners to whom Licenses have been granted to depasture Ponies in the Forest.
- (d) That the Agisters attend the Shows of the Association and render such assistance as the above named Verderers require.
- (e) That the Clerk furnish copies of the forms of entry and Catalogue used by the Verderers at their Pony Shows.

M^r Lovell brought up the question of marking Ponies with braid and desired that that form of marking Ponies might be abolished.

M^r Strange being present addressed the Court on behalf of the Commoners in support of M^r Lovell's proposal.

The Agisters were interrogated singly on the matter and stated that the braids could not always be depended upon to remain in the manes of the Ponies but that very few Ponies were marked in this way and that complaints [p.398] of Tail Marking were not on the increase.

The Court decided to retain this Form of marking and directed the Agisters to keep a return of all Ponies marked in this way by a braid being placed in the mane and to mark the Counterfoil of the Ticket given for marking Fees in all such Cases with the Letter "M".

The Court requested that a return of all Ponies passed by the Verderers above named and marked at any Show to be held by the Association might at once be furnished to their Clerk for the information of the Agisters.

M^r Lovell further called attention of the Court to their former decision of excluding Polish Stallions from the Forest and asked if Polish mares could also be excluded. This, though desirable, the Court held was not in their power to do under the Act of 1877.

The Deputy Surveyor brought before the Court the question of the repair of the Bridge near Brick Kiln Enclosure referred to the Sub Committee at the last Court.

The Sub Committee reported that the Bridge was out of repair and would probably require renewing but that there were no funds at their disposal for the work.

The Deputy Surveyor pressed that the work of repairing this Bridge should be undertaken at once or that the arrangement come to with M^r Culley the Chief Commissioner in charge of the New Forest on the 27th day of August 1888 for the repair of certain specified Bridges (of which this formed one) should be cancelled.

The Official Verderer called his attention to the express wording of the arrangement and declined to accept his views as to the obligation of the Verderers to forthwith repair the Bridge as the Court had at the present moment no funds available for the work [p.399] or to accept his construction of the terms of the arrangement.

The Clerk was directed to write to the Deputy Surveyor with reference to his application expressing the regret of the Court that at the present moment owing to want of funds the Verderers were not in a position to undertake the repair of the Bridge.

The question of a Commoner named Lunn who had turned Pigs out into the Forest. He not having Pannage rights was brought forward by the Deputy Surveyor who asked why he had not been prosecuted for breach of the recent "New Forest Swine Fever Order".

The Clerk explained that as M^r Lunn had no Pannage Rights he had not committed an offence under the Order which was restricted to those who had Pannage rights and that he had so informed the Deputy Surveyor and requested him to present the matter to the Court. The Clerk was directed to see that this question was dealt with in any future order. M^r Lascelles the Deputy Surveyor declined to present the Case to the Court.

The Court then proceeded to consider what steps if any can be taken to make the Register of Commoners more effective. With reference to the Register of 1854 which it was stated was out of print. It was resolved to request The Official Verderer to communicate with M^r Compton, the Member for the New Forest Division and ask him to move for a reprint of the Register.

At the suggestion of The Official Verderer a Committee consisting of The Official Verderer, M^r Eyre, and M^r Roy was appointed to consider and report further upon the subject of making the Register of Commoners more effective.

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The Report of the Committee on the question of making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts and Orders was not ready but the Report was promised for the next Court.

M^r Strange again called the attention of the Court to the fact that the Agister Moody did not reside in his District and pressed that he should be compelled to do so. Subsequently the Official Verderer informed the Agister Moody that he must find a residence within his District and must report at the Court in May the steps he had taken to obtain such residence and that failing his finding a suitable House he would in July have to give up his position. At the same time the Court desired to state that they found no fault with the way he did his work or with his returns, but were determined that he should reside within his District.

M^r Donald Knight asked whether any parts of the Forest would be burnt this year.

The Deputy Surveyor stated that it was quite impossible to undertake burning at the present time, and the matter therefore stood over.

The Deputy Surveyor addressed the Court on the question of the Exercise of rights of Pasturage within the Forest and stated that he had reason to believe from enquiries that he had made that there were many persons who exercised Rights (a) who were not Commoners (b) who having no rights turned out in the right and name of a Commoner, and (c) who turned out more than they were entitled to under the Forest law of Levancy and Couchancy. He urged that the [p.401] Rights of the Crown might be affected by private individuals acquiring rights in and over the New Forest contrary to the interests of the Crown and therefore desired to call the attention of the Court to these Cases of persons who as he alleged are illegally exercising Rights of Pasture in the New Forest thereby doing injury to the Crown and Commoners and to those who are turning out more Animals than they have a right to turn out. He also stated that though he would not wish to do so yet he thought that if this matter was not more strictly attended to, the Crown would be compelled to order a Drift of the Forest.

The Agisters being called upon to report stated that they knew of no Cases in their respective Districts of any person exercising rights of Pasturage who had not legal rights to do so, and explained the steps that they took to ascertain whether those intending to turn out had Rights or not.

The Court thanked M^r Lascelles for calling their attention to the matter and stated that if he would bring any Cases before them they would deal with such Cases but further they declined to express

any opinion on mere abstract principles or to in any way admit that the Laws of Levancy and Couchancy at present required enforcement in the Forest.

The Agister Evemy reported:—

Burley. March.

Sir,

I beg to report that the Highway Surveyor of Ringwood has drained a Pond which was by the side of the Highway at Burley, by cutting an open Drain 2 feet deep by 2 feet wide and 12 yards long across a piece of open pasture in the open Forest. Several Commoners in the [p.402] neighbourhood of Burley have complained and think such a thing ought not to be done without the consent of the Verderers at [*sic*] it was a noted place for ponies and cattle to come and drink in the summer time.

I remain, Sir,

Your obed^t Servant

G.F.W. Mortimer Esq.

Charles Evemy

The Clerk was directed to write to the Clerk (M^r G.P. Brown) of the Ringwood Highway Board remonstrating and to request that the Pond might at once be restored.

The Agister Chandler reported:—

The Weirs, Brockenhurst.

March 12th 1891.

Dear Sir,

Excuse me, should I report that the Crown Officials have been selling to M^r Holloway of Christchurch a quantity of the Top sod of a gravel pit called White Shoot near Hinchelsea for potting flowers &^c. It looks to me as if they are selling the sod that the Vert grows on. This is being done at other places in the Forest but I thought it would be no harm in reporting this as I should say that something like 25 or 30 load is being stacked at Brockenhurst to be removed at their convenience. Trusting no offence.

I am, Sir,

Your obed^t Servant

G.F.W. Mortimer Esq.

A. Chandler, Agister.

The Court did not consider that it was a matter calling for interference.

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The Court then proceeded to consider its position in respect to the Resolutions passed at previous Meetings, with regard to the works executed by Lieut. Munro in the open Forest.

Col. Esdaile addressed the Court and read a letter he had received from M^r Morant, as follows.

Bournemouth

March 21st 1891.

Dear M^r Esdaile,

As I think it most likely that the Rhinefield Water Works question may come before the Verderers on the 23rd and as I am too poorly to attend the Court I wish to put a few words on paper on the subject, in case any enquiry as to my views should take place.

I apprehend that the last Judgment, re the Lyndhurst Water Works covers the Rhinefield Case, in so far as it affects the works having to do with the open stream which by it are made illegal. The consumption of water at Rhinefield will be doubtless enormous, and just at the time (in summer) when it is most wanted at Brockenhurst. No precedent, I submit, should be permitted by the Verderers for the abstraction of water in this lawless manner, or in the near future the supply may be entirely diverted to private uses, to the complete destruction of previously existing property, of course, I beg entirely to disclaim on this matter any hostility to M^r Munro whatever, but he has been sadly misled in this affair. It is an entire mistatement to say that the decrease of water will be infinitesimal, as I informed M^r Munro's Architect when we were consulting together about the gardens, which would absorb far more than the brook affords and the proper and only satisfactory thing would be to dig a [p.404] deep well. I do not see how the damage to the Commoners could be made good as it is water and water only that is wanted at Brockenhurst which I need not remind you is a fast increasing place and will soon want more instead of less than its present supply, and it is my wish to altogether prevent the abstraction of any water whatever from the Forest Streams which add so great a beauty to it, and I am prepared to endeavour to carry this out. I should be much obliged to you if you would kindly read this letter to the Verderers should there be an opportunity of so doing in open Court and believe me.

Yours very truly

John Morant.

and moved:— That the Clerk be directed to take the necessary steps for serving M^r Munro with the Summons with respect to the works executed by him in the open waste of the Forest at Rhinefield and complained of by the Verderers and that a courteous letter be at the same time addressed to M^r Munro stating that the object of the issue of the Summons was to try the question of right only.

This motion was seconded by M^r Roy.

The Official Verderer having asked each Verderer in turn their opinion stated that he was taken by surprise by Col. Esdaile's proposal, as having been in correspondence with him he had anticipated that he would have proposed to deal with this matter on the lines that he (Lord Montagu) would indicate, and which he hoped might have been found acceptable to the Court, viz:— that M^r Munro should be asked to enter into an agreement to turf over the Ram, and Reservoir and make such proper arrangements for taking the [p.405] overflow water from the Stream as would prevent any Land being flooded, he pointed to the Plans sent in by M^r Crowley (M^r Munro's Clerk of the Works) which had been produced by the Clerk, to show that by this means no appreciable damage would be done to the Commoners' interests, and that as an acknowledgment of the disturbance of their Rights, a payment of a small yearly sum, or a sum down might be asked from M^r Munro. If this were agreed to he thought that no proceedings by Summons should be taken.

The Official Verderer also pointed out that if these proceedings were taken it was possible even probable that the Jurisdiction of the Court would be ousted (as Counsel had said it might be) if M^r Munro pleaded that he was acting under the License of the Crown, and the Court would then be precluded from obtaining from M^r Munro any such engagement as he was now willing to enter into, and might be involved in a long and expensive litigation which the Funds of the Verderers were inadequate to meet. He should not move any amendment to Col. Esdaile's motion, but should vote against it, if it was not carried he could then move a Resolution on the matter he had indicated.

Col. Esdaile's Resolution was then put and carried by 5 to 2 Votes, M^r John Jeffreys voting with the Official Verderer.

The Clerk was directed to write ~~to write~~ to Mess^{rs} Caprons and Co and inform them of the Verderers' decision, and to lend them a copy of the Judgment in the action against the Lyndhurst Gas and Water Company for their information and guidance.

[p.406]

The Clerk produced the annual Statement of Accounts and Summary thereof duly audited, and a letter from M^r Webb the Auditor as to his Fee.

County Hall.

Winchester. 14 March 1891.

Dear Sir,

Verderers Accounts

I am not certain whether I mentioned in notifying my having been again appointed at the last Quarter Sessions to audit the Accounts that the Fee was fixed by the Court at Four Gnas: and travelling expenses.

When you bring the question of the payment of the Fee before the Verderers will you kindly ask for £4.9.0 instead of £3.8.0 as last year.

Yours truly

G.F.W. Mortimer Esq.

G.A. Webb

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

1891		£	s	D	1891		£	s	D
	By balance from last a/c.	23	10	3	Jan 17	To W. Davis Pony Premium	1		
Jan 23	” Dividend on £4787.18/- 2¾%	32	1	11	23	” Power of Attorney Sale of £105 Consols		15	-
31	” Proceeds of £105 Consols (£102.19.8@977¼)	100	-	-	19	” Agisters' Postages and burying dead Animals 90	3	11	2
Mch. 13.	” Cash of Non Commoners for Licenses to date					” M ^r Mortimer (out of pockets 1890)	32	14	4
	Licenses 4. - -				Febry. 2.	” Sir C.E. Frederick Bart. High Sheriff and Returning Officers Election Expenses (Jan. 1890)	89	17	10
	Head Money 10. 7. 6					Balance	46	10	10
	Marking Fees 4. 9. 6	18	17	-					
		174	9	2			174	9	2

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The Agisters being in attendance paid over for Marking Fees

	£	s	D
Newbolt	2.	6.	0
Every	6.	4.	6
Chandler	5.	19.	0
Moody	15.		0

and for pannage

Newbolt	3.		4
Every	11.		0
Chandler	9.		0
Moody	12.		8

This terminated the business of the Court at 3.30 p.m.

x^d

[signed] *Montagu*

[p.408]

At a Court of Swainmote and Attachment held at the Verderers' Hall at the Queen's House Lyndhurst on the 11th day of May 1891

Present

The Right Hon: The Lord Montagu. Official Verderer
Lieut. Col: William Clement D. Esdaile. Deputy Chairman.
George Edward Briscoe Eyre Esquire }
William Gascoigne Roy Esquire }
Francis Frederick Lovell Esquire } Verderers
John Jeffreys Esquire }

The Court was opened with the usual proclamation by the Crier.

The Minutes of the last Court were read and confirmed.

Alfred Chandler } The Defendant was charged for that he on the 2nd October 1890 at the
——— v ——— } Township of Rhinefield Did unlawfully encroach and trespass upon
Lionel Walker Munro } certain unenclosed lands of the New Forest in the Township of
Lieut. R.N. } Rhinefield in the said County which are subject to Common Rights by
erecting a certain Dam thereon and thereby diverting and diminishing the
flow of a certain Stream of Water known as "the Rine" running through the said Lands.

[p.409]

Alfred Chandler } The Defendant was charged for that he on the 2nd October 1890 at the
——— v ——— } Township of Rhinefield Did unlawfully encroach and trespass upon
Lionel Walker Munro } certain unenclosed land of the New Forest in the Township of
Lieut. R.N. } Rhinefield in the said County which were subject to Common Rights by
erecting a certain Reservoir and Ram thereon and by opening and
breaking up certain of the said land and laying pipes thereon.

M^r Capron appeared for the Defendant, who also was present.

On these Summonses being called on the Clerk informed the Court that he had on Saturday by midday post received from M^r Thomas Gorst the Solicitor to the Office of Woods Forests &^c a Bill and Information filed at the suit of the Attorney General against the Verderers and their Agister Chandler, and of an Order of the Queens Bench Division of the High Court of Justice restraining the Verderers until after the 13th inst. from proceeding on the above Summonses.

Under these circumstances the Court felt bound not to proceed. And upon the Defendant undertaking through M^r Capron to appear to the Summonses when called upon to do so, the hearing of them was adjourned *sine die*.

Charles Evemy } The Defendant was charged for that he on the 1st April 1891 at Burley in the
 ——— v ——— } New Forest not being one of the Commoners of the said New Forest acting
 William Warne } in the exercise of his Rights of Common Did cause or allow a Cow belonging
 to the said Defendant to depasture in the New Forest without having
 previously obtained a License from the Verderers.

[p.410]

Defendant did not appear but wrote a letter asking for an adjournment, as he was engaged in another Court.

James Myers:— sworn. I am a Police Constable stationed at Sway. I served a copy of the Summons in this Case personally upon the Defendant on the 7th May 1891.

The Case was adjourned until next Court.

The Honourable Gerald Lascelles made application to the Court for the appointment of 17 Forest Keepers and Underkeepers as Special Constables in pursuance of 1 & 2 W^m IV Cap: 41. for the purpose of detecting, and apprehending, if possible, the offenders who committed felonious Acts in the New Forest and he made the necessary Deposition in accordance with the Act, as follows:—

New Forest } I Gerald William Lascelles of Lyndhurst in the County
 in the County of } of Southampton Deputy Surveyor of the said New Forest,
 Southampton } upon my oath say:—

That on the 2nd day of March the 6th and 21st days of April 1891 a series of felonious acts have been committed in various parts of the said New Forest by some person or persons unknown whereby very serious injury might have arisen to the Plantations and other property of Her Majesty situate in the said New Forest and that I apprehend that such offences will continue to be repeated. That the ordinary Constables for preserving the Peace in the several Parishes and Townships within the perambulation [p.411] of the said New Forest are not in my opinion sufficient in number for the detection and discovery of the Offender or Offenders for the preservation of the Peace and for the security of the property of Her said Majesty within the said New Forest.

Sworn by the said Gerald William Lascelles before }
 us at a Court of Swainmote and Attachment holden }
 at Lyndhurst in the County of Southampton this } Gerald W. Lascelles
 11th day of May 1891 }

Montagu.

W. Clement D. Esdaile

G.E. Briscoe Eyre.

The Court thereupon directed the following Forest Officers to be sworn in in the Form prescribed by 1 & 2 W^m IV C.41 as Special Constables to act within the limits of the New Forest for 12 Months next ensuing, and they were sworn accordingly.

1. George Bumstead, Ashley Lodge, Fordingbridge. Keeper
2. Frank Harrington, Minstead, Lyndhurst. Underkeeper
3. Harry Coles, Holly Hatch Cottage, Broomy Township, Ringwood. Underkeeper.

4. Arthur Parnell, Fritham, Lyndhurst. Underkeeper.
5. Joseph Tuck, Ironhill Lodge, Lyndhurst. Keeper.
6. George Gale the Elder, Church Place Cottage, Totton. Underkeeper.
7. John Slightam, Wilverley Lodge, Wootton, Lymington. Keeper.
8. Samuel Gulliver, Burley, Ringwood. Underkeeper.
9. Charles Bessant, Denny Lodge. Keeper.
10. George Gale the Yr, New Copse Cottage, Brockenhurst. Underkeeper.
11. Francis Lane, Boldrewood, Lyndhurst. Keeper.
12. Charles Hurst, Linford Cottage, near Ringwood. Underkeeper.
13. John Thorn, Fritham, Lyndhurst. Underkeeper.
14. Robert Holmes, Holmsley, Ringwood. Underkeeper.

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15. Benjamin Broomfield, Kings Hat Cottage near Beaulieu. Underkeeper.
16. Arthur Brooks, Kings Hat Cottage, Denny Township. Woodman.
17. Henry Gulliver, Aldridge Hill Cottage, Rhinefield Township. Underkeeper.

The Clerk was directed to give the necessary Notices to the Home Office, and Lord Lieutenant of the County of their appointment.

The Clerk produced the Draft Order in the action of the Verderers v. The Lyndhurst Gas and Water Company, and explained that the Registrar in settling it had at the request of M^r Kite, the Defendant's Solicitor struck out all reference to the purchase of the Land under which the pipes were to be laid under section 30 of the Defendants provisional Order. The Registrar's note being:—

“qy: there is no enclosure for this purpose and therefore not within Lands Clauses Act and Commoners' Rights are not to be extinguished under section 99. I am of opinion that the Injunction were intentionally confined to the Reservoir, and if this part of the Undertaking is to be put, in the Order the terms of the Injunction should be altered and confined to the Reservoir.”

The Court fully discussed the subject and instructed the Clerk to brief Counsel to move the restoration of these words into the Order.

M^r Lovell brought up his Report as to the recent Pony Show held by the “Association for the improvement of the breed of New Forest Ponies” which he read, as follows:—

Pony Show 1891. Report of the Judges. May 11, 1891.

1. The Judges regret to say there was a diminution in the number of Horses shown this year as compared with last.
2. Although they can speak favourably of the older class, yet the 2 year olds were inferior in many respects, and very few of them were calculated to become useful sires hereafter.
3. Messrs: Meyrick and Lovell assisted by the Veterinary Surgeon felt compelled to reject 11 of the Horses shown as totally unfit for service in the Forest, and as certain to do very considerable harm.

4. They very much hope to see a large increase in the number of premiums hereafter, a greater number of Horses shewn, and a considerable improvement in the substance, and form of them.

5. It is urgently required that the best 2 year olds should not be taken out of the Forest, and to promote this it is hoped that very liberal premiums may be given hereafter annually to all really promising Animals.

6. The Horses to be shown numbered in the Catalogue		76
Deduct	Cast as unfit for Forest use	11
	To be cut	1
	Not shown	<u>3</u> 15
	remain	<u>61</u>
Two year olds	Awarded premiums	10
	Passed for Forest	9
Three year olds	Passed for Forest	19
Four year olds and Upwards.	Passed for Forest	<u>24</u>
		<u>62</u>

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Premiums given by Association

To Ten 2 year olds £2 each	£20
To Twenty 3 year olds and upwards £4 each	<u>£80</u>
	<u>£100</u>

The Honourable J. Scott Montagu also gave Five £1 premiums to 5 Two year olds.

Of the above only 24 horses are of mature age for service.

The height in very few cases exceeded 13 hands.

A great improvement is desirable in size (not exceeding 14 hands) bone and number.

Great care should always be taken to reject 2 year olds not of value for immediate use, and not likely to become so hereafter.

(signed) Francis F. Lovell

J.P. Baird

Henry Saunders

Fred^k J. Strange – Except with regard to the maximum height.

M^r John Whitehorne and M^r Strange addressed the Court relative to the scarcity of Stallion Ponies running in the Forest and complained of the Verderers rejecting several Ponies as unfit to run in the Forest which he considered quite fit to run for breeding purposes.

M^r Lovell having addressed the Court in explanation of M^r Meyrick's and his action, the subject dropped by the Official Verderer remarking that the Court would fully consider it and thanking M^r Lovell and M^r Meyrick for the services they had rendered and the trouble they had taken in the matter.

It being now brought to the notice of the Court that there were some Stallions outside on which the [p.415] Commoners wished their judgment as to whether they might be allowed to run in the Forest, the Court with the concurrence of M^r Lovell one of the Judges at the Show agreed to view them and passed four for service.

The Committee on the repairs of Bridges and Drains reported that by the order of the Court the following letter had been sent to the Deputy Surveyor; and they further reported that they recommended the repayment to the Deputy Surveyor of 7/6 derived from the Sale of the debris of Ober Bridge.

Clerk's Office
Romsey Hants.
28th April 1891.

Dear Sir,

Referring to the application made by you at the Court of Swainmote held on the 23rd March ulto: to the Verderers then present requesting them to undertake the repair of the Bridge near Brick Kiln Enclosure, I am directed to inform you, in accordance with the terms of the letter addressed to you on the 13th March 1888 by Col: Esdaile and M^r F.F. Lovell that the Verderers regret that at the present moment, owing to want of funds they are not in a position to undertake the repair of the Bridge.

The delay in sending you this letter is, I regret to say, my fault. I had overlooked it owing to pressure of work.

I am, Dear Sir,

The Hon: Gerald Lascelles.
Deputy Surveyor
of the New Forest.

Yours faithfully
G.F.W. Mortimer
Clerk to the Verderers.

[p.416]

A cheque for this amount was at once made out and handed to the Deputy Surveyor.

The Report of the Committee on the steps (if any) to be taken to render the Register of Commoners more effective was not ready and was ordered to stand over.

On the subject the Clerk read the following letter from M^r Jackson M.P. addressed to M^r Compton M.P.

Treasury Chambers
Whitehall. S.W.
15 April 1891.

Dear Sir,

M^r Jackson desires me to return you Lord Montagu's letter of the 7th inst. and to say that the cost of reprinting the Register of Decisions and Claims to Forest Rights in the New Forest would be £80 for 250 copies.

The sum is so large in comparison with any probable demand for the book that M^r Jackson thinks that Lord Montagu would not feel justified in asking him to incur such an expenditure for the purpose of reproducing a book which is only of limited interest, and of which he presumes that sufficient copies are in existence to obviate any serious difficulty in referring to it.

Yours sincerely

George A. Stevenson

F. Compton Esq. M.P.

It was resolved to print a form to be distributed amongst the Commoners asking if any Commoner would desire a copy, and if so, how many, at the price of Ten shillings each.

[p.417]

The Committee appointed to consider the question of making the New Forest a separate District for the purposes of the Contagious Diseases (Animals) Acts and all questions arising under the Contagious Diseases (Animals) Acts 1878 to 1890 reported:—

That the Committee had come to the conclusion that they should adopt the suggestions of the Clerk to recommend the County Council to alter the present boundaries of the Lymington, New Forest, and Ringwood Districts and make the Forest a separate District for carrying out these Acts and Orders a course which had been recommended by the Board of Agriculture Department.

The Report was adopted and the Clerk was directed to carry out the necessary arrangements and negotiations.

The correspondence with the Clerk of the Ringwood Highway Board as to the draining of a Pond by the side of the Highway at Burley and the cutting of a Drain across the open Forest was read and ordered to be entered on the Minutes.

Clerk's Office

Romsey, Hampshire

March 30th 1891.

Sir,

I am directed by the Official Verderer and Verderers of the New Forest present at a Court of Swainmote held at the Verderers' Hall Queens House Lyndhurst on the 23rd March instant, to call through you the attention of your Highway Board to the works recently carried out by M^r Holloway at Burley. [p.418] He has recently drained a Pond which was situate by the side of the Burley Highway by cutting from it an open drain 2 feet deep by 2 feet wide and 12 yards long across a piece of the green pasturage of the open Forest. The effect of this work has been to drain the Pond which was a noted one for ponies and Cattle to go to to drink from in the Summer months, as also to injure the Forest, to say nothing of the Trespass committed by the illegal act of interfering with the Commoners Rights.

I am to enter the Verderers strong remonstrance against the Surveyor's action in this matter and to request that the Pond may be at once restored and the Drain filled in and turfed down and that he be given orders not again thus unduly to interfere with the pasturage of the Forest.

Yours faithfully

G.F.W. Mortimer

Clerk to the Verderers.

George P. Brown Esq.
Clerk to the Highway Bd.
Ringwood.

Ringwood Highway Board
Ringwood
April 10th 1891.

Dear Sir,

Drainage of Road at Burley

Your letter of the 30th ultimo. has been laid before the Highway Board.

The Board presume that the provisions of Section 67 of the Highway Act 1835 escaped your Notice when writing, as ample powers are thereby given for the drainage of Highways, and nothing actually [p.419] illegal appears to have been done by the Board's Surveyor.

As however the Board think that the work done by the Surveyor was scarcely necessary they have directed him to take up the pipes and fill in the Cutting again, restoring the site to its former condition.

Yours faithfully

George. P. Brown

Clerk

G.F.W. Mortimer Esq.
Clerk to the Verderers
of the New Forest
Romsey

Clerk's Office

Romsey, Hampshire.

10th April 1891.

Dear Sir,

I am awaiting a reply to my communication of the 30th ulto.

The Agister reports today that the Drain across the Road has been taken up, and that, across the open Forest, partly filled in, but that the work has been done badly and is in a dangerous state.

I shall be glad of a communication to lay before the Verderers.

I am, Yours faithfully

G.F.W. Mortimer

Clerk to the Verderers

George P. Brown Esq.
Clerk to the
Highway Board
Ringwood

Col. Esdaile reported the works as now properly executed and the matter as completed.

[p.420]

The Clerk produced the usual Financial Statement which was ordered to be entered on the Minutes.

1891		£	s	D	1891		£	s	D	
Mch 24	Balance from last a/c	46	10	10	Mch 23	To Bennett Bros: advertising and copies of Summary of a/cs.	2	15	8	
	By cash of Agisters at Court for marking Commoners' Cattle to date.					" G.A. Webb Esq. Auditor's Fee and Expenses	4	9		
	Evey	6	4	6		" Agisters ¼ salary due Lady day				
	Newbolt	2	6	0		Newbolt	17	10		
	Moody	15				Evey	17	10		
	Chandler	5	19	0		Chandler	17	10		
	" Ditto for Pannage to date	15	4	6		Moody	17	10		
	Newbolt	3	4			" Clerk's ¼'s salary due Lady day	37	10		
	Moody	12	8							
	Evey	11								
	Chandler	9	4							
Apl 7	" Dividend on £4684.18.4 2¾%	31	8	1						
	" Over Draft	19	14	11						
		£	114	14			£	114	14	8

The Court then proceeded to consider the position of matters consequent on the action taken by the Crown relative to M^r Munro's works in the open Forest at Rhinefield. The Clerk having stated all he knew on the subject, it was decided after discussion to instruct the Clerk to take the necessary steps to defend the Verderers' Rights and to go to London tomorrow to consult Counsel on the subject. He to be at liberty to employ M^r Buckley to assist M^r Temple Cooke in working up the Case and to find out [p.421] what M^r John Rigby Q.C. would require in the way of fees to undertake the Case. The Clerk was instructed to have the motion stand over on Wednesday and to use his discretion as to the terms of Consent thereto.

M^r John Steer Newman attended the Court and stated that he desired to turn out 17 to 18 Animals into the Forest in respect of his holding of 1½ acres of Land but that the Agister refused to mark that number.

The Clerk having explained fully

The Court informed M^r Newman that it declined to interfere with the discretion vested in the Clerk to deal with these matters.

It was decided that it was too late to burn any portion of the Forest this year.

The Agister Chandler reported what he thought was an encroachment by M^r Donald Knight and his next door neighbour M^r Phillips in the Forest at Brookley, Brockenhurst by placing a Bridge over the Brook and erecting Fences in the Forest. The Deputy Surveyor stated he had the matter in hand and it was one of disputed boundary of M^r Morant's Manor.

He further reported that a Bridge at Balmer Lawn erected for the Race Meetings was rotten and dangerous to cattle crossing it. M^r Lascelles promised to see to this.

The Agister Newbolt was directed to see to the disposal of a [p.422] quantity of Tins and Bottles at Bank.

The Agister Evemy reported that the West End of Burley Lawn was getting in a very boggy state through the Drain being filled in, and that there was also a very dangerous bog near Bistern Close, which was drained about ten years ago by the Verderers and the drains were completely filled in, and that two Ponies had got in there lately.

The matter was referred to the Bridges and Drains Committee.

The Agister Moody reported that he had not yet obtained a Residence in his District.

Owing to M^r Meyrick's illness, Col: Esdaile was appointed in his place to pass Stallions for the New Forest.

The Agisters being in attendance paid over for marking Fees

	£	s	D
Chandler	23	10	6
Evemy	19	13	
Moody	17	11	
Newbolt	3	8	6

and for Pannage

Moody	9	8	
Evemy	7	0	

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The following Cheques were ordered to be drawn

Drake & Co. (Stationery)	4	3	11
H. Counsell (Shorthand writer's notes of Judgment)	4	12	8

This terminated the business of the Court at 3.15 p.m.

X^d

[signed] *W. Clement D. Esdaile*