

Accege all wrong. View Russell 459
report of 30th Sept 76 in File 1950.

Dated 21st 1864

Articles of Agreement made the twenty fourth day of

October 1864

Between Her Majesty's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of

C^o of Chester

Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including

The Hon^{ble} James K Howard

among other parts thereof the hereditaments hereinafter described) with the duties and powers appertaining thereto have been assigned by order under

a Commission of Her Majesty of the second part and Simon Leather of Delamere

Sedge near Northwich in the County of Chester Farmer of the third part

Simon Leather Esq^r

doth hereby agree to let to the said Simon Leather and the said Simon Leather doth hereby agreed to take and rent of Her Majesty the exclusive right of

Shooting and sporting within and over

All those Woodlands belonging to Her Majesty containing five hundred acres or thereabouts being respectively

part of Longridge Allotment and plovers Moss Allotment and the whole of

Forest house Allotment situate adjacent to the Farm held by the said Simon Leather as Tenant to Her Majesty at Delamere in the County of

Cheshire which said lands are delineated and colored Red on the plan drawn

in the margin of these presents To hold the said right to the said Simon Leather his executors and administrators from the twenty fifth day

of March One thousand eight hundred and sixty four as Tenant from year to

year Paying therefor to Her Majesty Her Heirs and Successors the clear yearly rent of Thirty five pounds by equal half yearly payments on

the twenty ninth day of September and the twenty fifth day of March in

every year such yearly rent to be paid into the hands of the Receiver of the Rents and profits of the said land for the use of Her Majesty And the

said Simon Leather for himself his heirs executors and administrators

doth hereby covenant with The Queen's Majesty Her Heirs and Successors in manner following (that is to say) That he the said Simon Leather his executors

and administrators will during the said Tenancy pay unto The Queen's Majesty

Her Heirs and Successors the said rent or sum of thirty five pounds upon the respective days and times and in the manner aforesaid clear of all taxes rates

charges and other impositions whatsoever except Landlords property tax And

also will pay and discharge the land tax and all other taxes charges rates and assessments whatsoever now or hereafter to be taxed rated charged or imposed

in respect of the right of Sporting hereby agreed to be let And also will

kill and destroy and effectually keep down the Rabbits in and upon the said lands hereinafore mentioned so as to prevent the number of such

Deer of Admon. P. Smelson dec^d 283 36 p 37

Supplemental lease to the Smelson C.L.B 62 p 35

10 June 93

Smelson of Spouting over 135A north of Railway C.L.B 62 p 426. Same C.L.B 62 p 433.

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Rabbits increasing or impeding the good management of the said lands
or injuring the crops trees shrubs and fences thereon And in case the
said Simon Leather his executors or administrators shall neglect or omit
to kill and keep down the Rabbits in and upon the said lands it shall be
lawful for the said James Kenneth Howard or other the Commissioner or
Commissioners for the time being of Her Majesty's Woods Forests and Land
Revenues having the management and direction of the said premises who
are hereinafter called the said Commissioner or Commissioners (fourteen
days notice in writing for that purpose being first given to the said
Simon Leather his executors or administrators or left for him or them at
his or their usual or last known place of abode in England to appoint any
person or persons to take such steps as he or they shall think fit for killing
and reducing the said rabbits to such number as shall in the opinion of
the said Commissioner or Commissioners be consistent with the good
management of the said lands and the costs and charges thereof together with
the amount of all damage occasioned by such neglect or omission shall on
an account thereof in writing being made out and delivered to or left for
the said Simon Leather his executors or administrators in manner aforesaid
be borne and paid by him or them And further that he the said
Simon Leather his executors or administrators will not during the said
tenancy commit or suffer any damage or injury to be done to the lands trees
fences or crops of Her Majesty or of the Tenants or Occupiers of the said lands
and premises and in case of any such damage or injury being done he
the said Simon Leather his executors or administrators will make and
pay full compensation and recompense for such damage or injury the
amount of which compensation shall be ascertained and determined by
the Receiver of Crown Rents of the said lands And further that he
the said Simon Leather his executors or administrators will on the
determination of the said tenancy hereby created leave a fair and reasonable
stock of game on the said premises And also that he the said Simon
Leather his executors or administrators will not transfer or assign over
underlet or otherwise part with the premises hereby agreed to be let or
any part thereof without the previous consent in writing of the said
Commissioner or Commissioners for that purpose first had and obtained
Provided always And it is hereby agreed and declared that if
the said yearly Rent hereby reserved or any part thereof shall be behind
or unpaid for the space of twenty days next after any of the days on
which the same ought to be paid as aforesaid or if the said Simon Leather
his executors or administrators shall not observe perform and keep the
several covenants and agreements hereinbefore contained and which on his

and their part are and ought to be observed performed and kept then and in any of the said cases it shall be lawful for the said Commissioner or Commissioners thenceforth to determine and make void these presents by giving to the said Simeon Leather his executors or administrators or leaving for him or them in manner hereinbefore mentioned a notice of his or their intention so to do and immediately after the service of such notice the tenancy hereby created shall cease and determine without prejudice nevertheless as hereinafter mentioned Provided also And it is hereby further agreed and declared by and between the said parties to these presents of the second and third parts that it shall be lawful for the said Commissioner or Commissioners and for the said Simeon Leather his executors administrators or assigns to determine the tenancy hereby created on either of the said half yearly days hereinbefore mentioned without reference to the period of the commencement of the said tenancy by giving to the other of them the said parties six calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same shall be delivered to or left for the said Simeon Leather his executors administrators or assigns as aforesaid and if such notice shall be given by the said Simeon Leather his executors administrators or assigns to the said Commissioner or Commissioners the same shall be left for him or them at the Office of the said Commissioner or Commissioners and from and immediately after the expiration of such notice the tenancy hereby created shall cease and determine subject and without prejudice nevertheless to the remedies for any breach of covenant previously committed or to the recovery of any rent then due and unpaid And the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements In WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above writtten.

James K. Howard (st)
Simeon Leather (st)

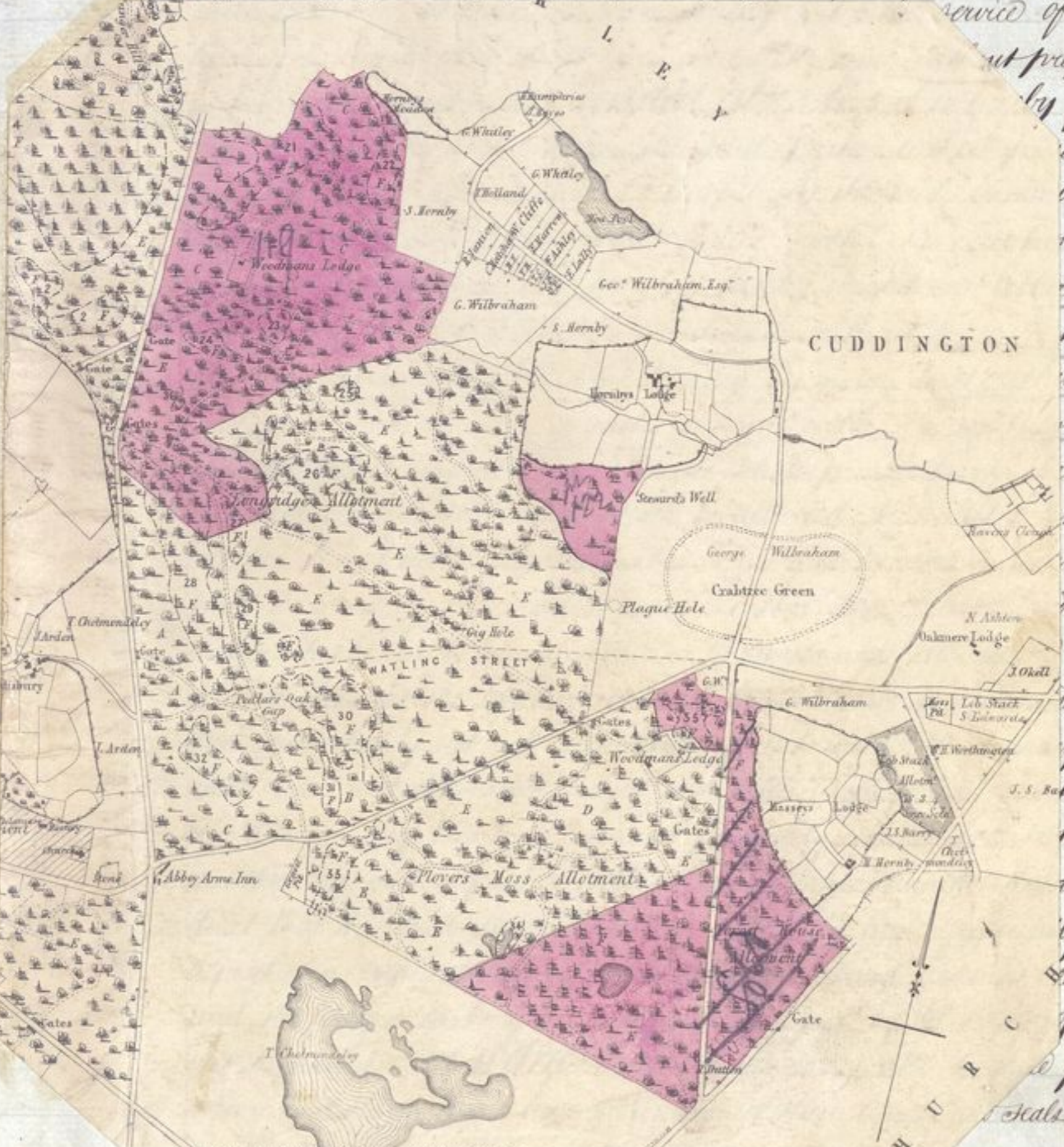
Signed sealed and delivered by the within named James Kenneth Howard in the presence of - Rich^d. Rotton, Office of Woods P, Whitehall place

Signed sealed and delivered by the within named Simeon Leather in the presence of - J. Everard Woods, Delamere, Gentleman

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 for him or them in manner hereinafter mentioned a notice of his or



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year past above written.

James K. Howard (S)
 Simeon Leather (S)

Signed sealed and delivered by the within named James Kenneth Howard in
 the presence of - Rich^d. Rotton, Office of Woods P., Mitchell place

Signed sealed and delivered by the within named Simeon Leather in the presence
 of - J. Everard Woods, Delamere, Gentleman

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Office of Woods V.
28th July 1864

Pilly Hill Farm
Lt Cumberbatch
To permit erection
of
1/- per annum.

Sir

Mr Howard has received your Report of 21st inst^t in relation
to an application from the Waywardens for the District of Lyminster
(through The Rev^d A. J. Knapp) for permission to place a pound for
cattle in a small piece of waste land by the side of the road at the foot of
Pilly Hill in the Parish of Boldre

Mr Howard authorises you to allow the erection of the pound on payment
of one shilling per annum being reserved as an acknowledgment in respect of
the Crown's rights in this matter.

This rent will be charged to you for collection yearly from Michaelmas
29th September 1864 - and you are to collect the same accordingly

I am V.

Rich^d Rotton.

Lt Cumberbatch, Esq^r,

New Forest

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File F4384

Office of Woods V. S.W.
29th September 1862

Lt Cumberbatch
To permit Mr
Powell to make
a short road
across waste of
Forest

Sir,

Mr Howard has received your letter of the 15th instant
reporting an application made to you by Mr Powell of Foxlease Park
for permission to form a road across about 50 yards of the waste
of the New Forest at the top of Lacy Hill in Ironhill Walk for
the purpose of a new entrance to the Park.

29th Sept. 1862

Mr Howard directs that you be informed that he sees no
objection to the proposed road being made as laid down on the
tracing furnished by you on Mr Powell agreeing to pay 1/- per
Annum as an acknowledgment of the Crown's right to the road
in question and he desires that you will permit the road to be
made and used on these terms.

You will also collect the rent of 1/- per Annum from Mr
Powell, as it becomes due, viz^t, from 29th September 1862.

I am,
Sir,

Your obedient Servant
Rich^d Rotton

Lt Cumberbatch Esq^r

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