

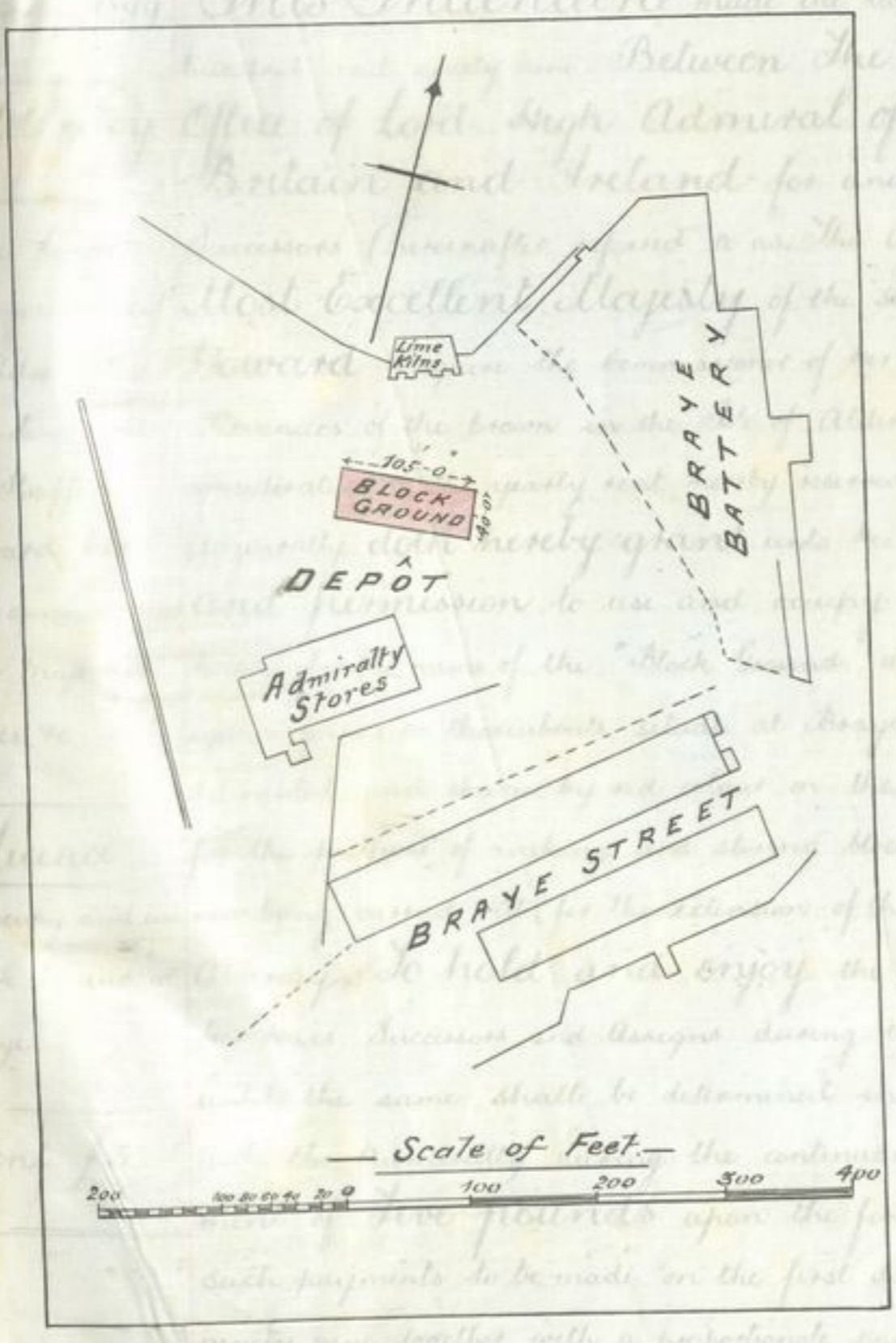
Deputy Gavelles shall be conclusive evidence.) then in either of the said cases, this license shall be absolutely void.

Dated this 13th day of Feby, 1899.

} Deputy Gavelles

Witness to the Signature }
of Thomas Forster Brown }

x d 58



This Indenture made the twentieth day of January One thousand eight hundred and ninety nine Between The Commissioners for Executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland for and on behalf of Her Majesty Her Heirs and Admiralty of the first part The Queen's Excellent Majesty of the second part and Edward Stafford Howard as such Commissioner as aforesaid of Her Majesty's Woods in charge of the land of the third part. Witnesseth that in pursuance of the covenants herein contained. The Admiralty do hereby grant unto Her Majesty Her Heirs Successors and Assigns licence All that piece or parcel of land called or known as the 'Block Ground' and containing Four hundred and sixty seven square feet more particularly as shown in the plan drawn in the margin of these Presents in connection with certain works at Bray in the said Isle of Wight and for the purpose of carrying out of such works as aforesaid or for any other purpose which may be deemed necessary hereinafter provided. Paying this licence the yearly rent or acknowledgment of this licence the yearly rent or acknowledgment of this licence to be made on the first day of January in each year the first of such payments to be made on the first day of January One thousand eight hundred and ninety nine together with a proportionate part of such rent for the time which shall have elapsed before the date on which possession of the said land shall have been given to Her Majesty and the said first day of January One thousand eight hundred and ninety nine. And the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty doth hereby covenant with the Admiralty and their Successors as follows:

From Cinderford

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1. During the continuance of this licence to pay the rent for the time being payable hereunder at the time and in manner aforesaid.
 2. To pay all taxes rates assessments and outgoings whatsoever now or at any time hereafter payable in respect of the said premises together with a proportionate part thereof up to the date of this licence being determined.
 3. To use the said piece of land for the sole purpose of making and storing concrete blocks there for the Pier Works aforesaid and for no other purpose whatsoever.
 4. Not to injure the surface of the said piece of land nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the same nor do or suffer to be done thereon any act or thing which may be an annoyance to the neighbourhood.
 5. Not to erect or set up any buildings sheds or other erections upon the said land without the previous consent in writing of the Admiralty and within one month immediately after the determination of this licence by notice or otherwise in manner hereinafter provided to remove or pull down any such erection or building if so desired by the Admiralty and make good and restore to their satisfaction the surface of the said land so that it shall be delivered up to the Admiralty or their Agent at the expiration of this licence by the completion of such works as aforesaid or by notice as hereinafter provided in the condition in which it was before the possession or occupation thereof under these Presents.
 6. Provided always And it is hereby agreed and declared that in the event of the said land being required by the Admiralty this licence and permission may be determined without compensation by the Admiralty at any time of the year by giving to the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being one week's previous notice in writing or leaving the same for him or them on the said piece of land or at the Office of the Commissioners of Woods in London and upon the expiration of such notice this licence and everything herein contained shall cease and be void And it shall be lawful for the Admiralty or their Agent or Agents at all reasonable times during the continuance of this licence to enter into and upon the said land and to inspect the state and condition of the same and if necessary to give notice in writing to Her Majesty or Her Agent to remove or make good anything that may be contrary to the terms of this licence.
- And the said Edward Stafford 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said parties to these Presents of the first and third parts have hereunto set their hands and seals the day and year first above written.

Dated
26th Jan
Mr. J. W.
to
The Queen
Most Exc
Majesty
Surren
of Starke
Colliery

Signed Sealed and delivered by the above named Edward Stafford Howard in the presence of

Chas. E. Howlett

Office of Woods &c.

1 Whitehall Place

London W.

E Stafford Howard (LS)

Signed Sealed and delivered by Vice Admiral Sir Frederick George Denham Bedford K.C.B.

Fred. G. D. Bedford (LS)

and Captain Arthur William Moore A.S.C., C.B., C.M.G., R.N., two of the Commissioners for

A.W. Moore (LS)

executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland in the presence of

Chas. J. Adams

Admiralty

Clerk

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Instruments and an entry thereof made or filed by me 25th January 1899

Maurice Hewlett

Keeper of the Records

x 9.58 LRR

Dated 26th Jan'y 99
Mr. J. Wilce
to
The Queen's Most Excellent Majesty
Surrender of Starkey Colliery Sale

W
This Indenture made the twenty sixth day of January One thousand eight hundred and ninety nine Between Timothy Wilce of High Street Anderford in the County of Gloucester Free miner of the first part Edward Stafford Howard Esquire the Commissioner of Woods in charge of the Land Revenues of the Crown in the Royal Forest of Dean and Gavellet of the said Forest of the second part and The Queen's Most Excellent Majesty of the third part. Whereas the Sale of Coal called the Starkey Colliery Sale described in and granted by the within written Grant which is dated the ninth day of June One thousand eight hundred and ninety and is a grant by the within named Thomas Fostler Brown the Deputy Gavellet of the said Royal Forest of Dean to the within named George Parsons and Joseph Parsons is now vested in the said Timothy Wilce at the rent and royalty thereby reserved and under and subject to the conditions therein contained and he has requested the said Edward Stafford Howard as such Commissioner and Gavellet as aforesaid to accept on behalf of Her Majesty a Surrender as from the twenty sixth day of January one thousand eight hundred and ninety nine of the same premises which the said Edward Stafford Howard has agreed to do. Now

this Indenture witnesseth that in pursuance of the premises he the said Timothy Wilce as Beneficial Owner with the consent of the said Edward Stafford Howard testified by his executing these Presents doth surrender to the Queen's Majesty from the said twenty sixth day of January One thousand eight hundred and ninety nine All that Sale of a licence to get coal from the Starkey Seam within the metes bounds limits and extent hereinafter mentioned that is to say On the North by the line of boundary Stones numbered 30 and 31 on the South by the line of boundary Stones numbered 28 and 29 on the deep side by the land boundary of the Gas Coal and New Leather Pit Colliery Gales and on the land side by the cropping out of the Coal to be called Starkey Colliery and all other (if any) the premises granted by the within written Grant to the intent and purpose that the within written Grant and all the estate and interest now subsisting in the premises under or by virtue of the same shall be extinguished and determined as from the twenty sixth day of January One thousand eight hundred and ninety nine And the said Edward Stafford 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the Records and Enrolments In witness whereof the said parties to these Presents of the first and second parts have hereunto set their hands and seals the day and year first above written

Signed Sealed and delivered by the above
named Timothy Wilce in the presence of

Henry Jenkins
Timber Merchant
Cunderford

Timothy Wilce *T.W.*

Signed Sealed and delivered by the above
named Edward Stafford Howard in the
presence of

Chas. E. Howlett
Office of Woods
1 Whitehall Place
London S.W.

E. Stafford Howard *E.S.H.*

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me
28th January 1899.

Maurice Howlett

Keeper of the Records.

M.S.

L.P.R.

Dated 2/2 199.

EDWARD STAFFORD HOWARD, Esq.,
a Commissioner of Her Majesty's Woods,

&c.,
AND

by me

ads.

M

Articles of Agreement made the
second day of *February* One Thousand
eight hundred and *ninety-nine* Between THE QUEEN'S
MOST EXCELLENT MAJESTY of the first part EDWARD
STAFFORD HOWARD Esquire a Commissioner of Her Majesty's
Woods Forests and Land Revenues of the second part and **George**
Horwood of 20 Market Place, Coleford Gloucestershire.

(hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner
as aforesaid on behalf of Her Majesty hereby agrees to let to the said
tenant who hereby agrees with Her Majesty to take and rent as tenant
to Her Majesty ALL THAT **Stable and Coach-house and Loft**

in the rear of the Crown Offices at Coleford in the
County of Gloucester more particularly delineated

on the plan hereto annexed and thereon coloured

pink, _____

_____ lately in the
occupation of **Edward Trotter**
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant.

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Worcester *LD*

Edward Howard *LD*

Office of Land
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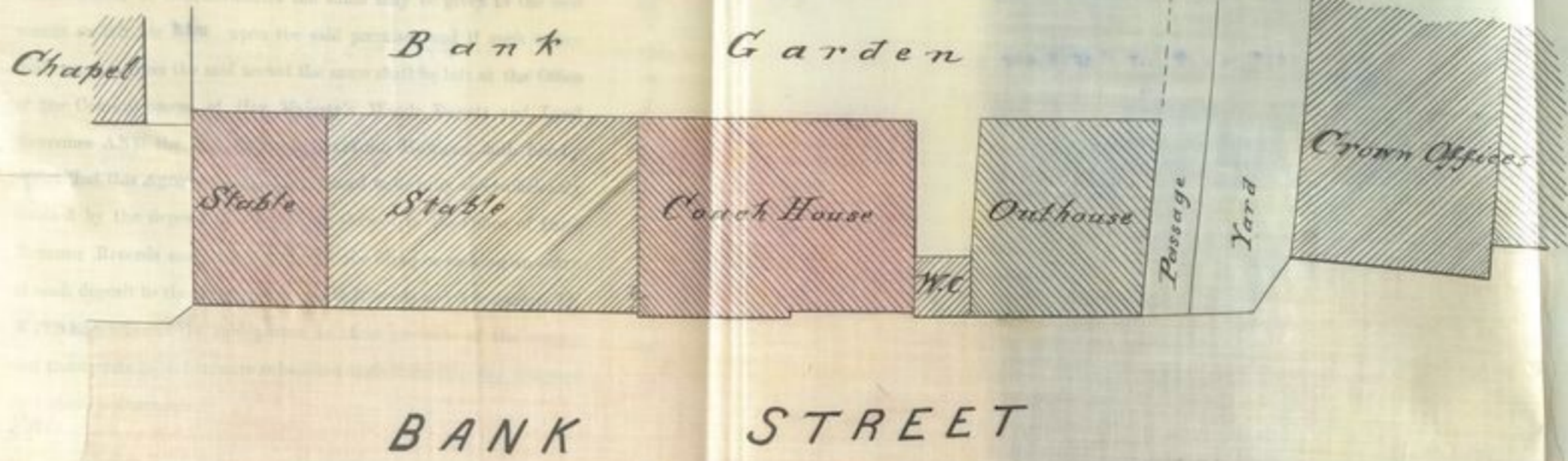
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I cert

from the **second** day of **February 1899.**
as tenant from year to year (the tenancy being however determinable
as after mentioned) at the yearly rent of **Six pounds and Ten shillings**
to be paid to **the Deputy Surveyor of the Forest of Dean,**
free from all taxes rates and deductions whatsoever (except Landlord's
property tax) by equal Quarterly payments on the **second**
day of **May** the **second** day of
August the **second** day of **November**
and the **second** day of **February** in every year
the first Quarterly payment to be due on the **second**
day of **May 1899.** AND the said tenant
hereby agrees that he will pay to the Queen's Majesty the said yearly
rent of **Six pounds and Ten shillings** on the days
and in the manner aforesaid And will also pay the land tax sewer
rates and all other rates taxes and assessments whatsoever
(except the Landlord's property tax) now or hereafter to be imposed
in respect of the said premises Together with a proportionate part
thereof for the period which shall elapse between the Quarterly day
of payment next preceding the expiration of the said tenancy and the
day on which the same shall expire AND also will keep the said
premises and any fences and gates thereon in good repair and
condition and will not do or suffer any waste or damage to the said
premises and will ~~at all times well and properly manage and~~
~~cultivate the said land and~~ keep and leave the same clean and in good
~~heart and~~ condition and will also keep the windows properly glazed
and mended and will on the determination of the tenancy hereby
created deliver up the said premises in good repair and condition to
the Queen's Majesty her heirs or successors or to the said EDWARD
STAFFORD HOWARD or other the Commissioner or Commissioners for
the time being of Her Majesty's Woods Forests and Land Revenues
having the Management of the said premises (hereinafter called "the
said Commissioner or Commissioners") or to whom he or they may

Revenue Records and Involvements and an entry thereof made & filed by me
28th January 1899.
Maurice Hewlett
Keeper of the Records.

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On page 17 Highmeadow Estate Atlas

— Scale 10 feet to an inch. —

*Marked Lodge,
Brown Woodman*

appoint AND will permit the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three 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 may be given to the said tenant or left for **him** upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit to the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Enrolled 3rd February, 1899.

29

signed by the above-named
EDWARD STAFFORD HOWARD
in the presence of

*aged Chas. E. Howlett,
Office of Woods, &c.,
1 Whitehall Place,
London, S.W.*

aged E. Stafford Howard

signed by the above-named

George Horwood

in the presence of

*aged Henry Smith,
Balkcot Lodge,
Brown Woodman*

aged George Horwood

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Revenue Records and Involments and an entry thereof made or filed by me
28th January 1899.
Maurice Hewlett
Keeper of the Records.

Dated 2/2 1899.

EDWARD STAFFORD HOWARD, Esq.,
a Commissioner of Her Majesty's Woods,

&c.,
AND

GEORGE HORWOOD

(Copy)

AGREEMENT for letting
Stables at Coleford

on a Yearly Tenancy from the
2nd February 1899

Rent £ 6-10-0. per Annum.

W B & L (S) - 7588 - 1507-98

Dated
23rd Jan'y 1899

Forest of
Dean.

The Registered
Owner of the Gale
of Coal called the
Old Leather Pit

to
The Queen's Most
Excellent Majesty

Release
of Shortworkings

M

This Indenture made the twentieth day of January One thousand eight hundred and ninety nine Between Alfred James Bussell of Bishopswood near Ross in the County of Hereford Colliery Proprietor the Registered Owner of the Gale of Coal called Old Leather Pit granted to James Tingle, William Wood and Thomas Beddison the sixteenth day of April One thousand eight hundred and forty four (hereinafter called the "Registered Owner") of the first part Edward Stafford Howard Esquire a Commissioner of Her Majesty's Woods and Her Majesty's Gavellet of and for the Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas the person holding the said Gale has desisted from working the same for a space exceeding five years at one time in violation of the Ninth Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eight day of March One thousand eight hundred and forty one. And the said Gale has become liable to be forfeited to the Queen's Majesty. And whereas it has been agreed between the Registered Owner and the said Edward Stafford Howard as such Commissioner ^{and Gavellet} as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand nine hundred and three of the execution of the right of reentry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained. Now this Indenture witnesseth that the Registered Owner Both by these Presents release surrender and renounce unto the Queen's Most Excellent Majesty Her Heirs and Successors All right and liberty of him the Registered Owner his heirs and assigns and all persons holding through or under him of making up so much of the shortworkings accumulated upto and including the thirty first day of December One thousand eight hundred and ninety seven in respect of the said Gale as amount to the sum of Fifteen pounds Provided always and the Registered Owner doth covenant and agree with and to the Queen's Most Excellent Majesty Her Heirs and Successors in manner following that is to say:—

1. That the said right of reentry so accrued to Her Majesty Her Heirs and Successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any Transfer of the said Gale before the Registered Owner or holders of the said Gale shall have bona fide resumed the working thereof.
2. That powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall

apply with reference to the balage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.

3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty Her Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the Registered Owners or holders shall on the thirtieth day of June One thousand nine hundred and three have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said Edward Stafford 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 Involments and the filing or making an entry of such deposit by the keeper of the said Records and Involments. In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Alfred James (A.S.) Russell.

Edward (E.S.) Howard.

Signed Sealed and delivered by the within named Alfred James Russell in the presence of - Emma Christiana Shell
Hydbrook Gloucestershire.
Spinster.

Signed Sealed and delivered by the within named Edward Stafford Howard in the presence of - Chas. E. Howlett.
Office of Woods &c.
1 Whitehall Place.
London SW.

I certify that a Duplicate of this Deed has been deposited in the Office of Land Revenue Records and Involments and an entry thereof made or filed by me
28th January 1899
Maurice Hewlett
Keeper of the Records.

28th
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23 Dated
26th Jan'y 1899
Isle of
Alderney

The
Esquire a Commissioner
of Her Majesty's
Woods &c
to
The
Esquire
Mr. George Le
Maître

Lease
of quarry of stone
called Les Rochers
Quarry and lands
in Alderney
Commences
25th March 1898
Term of years 21
Term ends 25th March 1919

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See W. 27 p. 23
for variation of
Royalties

This Indenture made the twentieth day of January One thousand eight hundred and ninety nine Between The Queens Most Excellent Majesty of the first part Edward Stafford Howard Esquire a Commissioner of Woods of the second part and George John Le Maître of Braye Road Alderney Gentleman (hereinafter called "the lessee") of the third part. Witnesseth that in consideration of the rents and royalties hereinafter reserved and of the covenants hereinafter contained by the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers enabling him in this behalf and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their warrant dated the thirtieth day of June One thousand eight hundred and ninety eight Doth on behalf of Her Majesty ^{demise} unto the lessee First All that piece or parcel of land with the quarries veins and beds of granite and stone hereinafter called stone within under or upon the same and containing Seven acres one rood and thirtyfour perches or thereabouts known as "Les Rochers Quarry" and situate in the Isle of Alderney and delineated and coloured pink on the Plan in the margin of these Presents And Secondly All that piece or parcel of land containing Two acres three roods and thirty two perches or thereabouts adjoining the said first mentioned land and hatched blue on the said Plan. And Thirdly All that piece or parcel of land being the site of St Anne's Battery containing One acre and thirty perches or thereabouts near to the said first mentioned land and coloured dark blue on the said plan And Fourthly All that piece or parcel of land containing Two acres three roods and thirty five perches or thereabouts adjoining the first and thirdly mentioned lands and partly coloured green and partly hatched green on the said plan. And Fifthly All those two pieces or parcels of land containing together One acre two roods and two perches or thereabouts situate at Braye Beach and coloured and hatched pale blue on the said plan And Sixthly All that piece or parcel of land containing Three roods and thirty eight perches or thereabouts adjoining one of the last mentioned pieces of land and coloured purple on the said plan. And all which said lands and premises are held with other hereditaments by the lessor under a lease (hereinafter called "the head lease") dated the thirtyfirst day of December One thousand eight hundred and ninety seven and made between Her Majesty's Principal Secretary of State for the War Department of the one part

and the said Edward Stafford Howard of the other part Reserving unto Her Majesty Her Heirs and Successors all stone and other minerals metals and substrata of whatsoever kind under the said secondly thirdly fourthly fifthly and sixthly mentioned premises Together with the lawful use of all roads streams and watercourses upon the same land and full power and authority to search for dig and carry away all the stone herebefore demised and to make and erect all necessary pits shafts buildings and machinery roads and watercourses on the said land (so far as the said Commissionet can authorise the same) the lessee making reasonable compensation to all persons (if any) lawfully entitled thereto for all damage sustained by them by reason of the exercise of the powers hereby granted. To hold the said premises herebefore demised unto the lessee from the twentyfifth day of March One thousand eight hundred and ninety eight for the term of Twenty one years Subject nevertheless to the reservations and conditions of the head lease so far as the same may be applicable to these presents Paying therefor unto the Queens Majesty Her Heirs and Successors for the first mentioned land the yearly rent of Seven pounds and for the quarries veins and beds of stone within under or upon the same the yearly dead or certain rent of Fifty pounds and for the secondly mentioned land for the first half year up to the twenty ninth day of September One thousand eight hundred and ninety eight the rent of a peppercorn. And during the remainder of the said term the yearly rent of Three pounds nine shillings and four pence and for the thirdly mentioned land the yearly rent of One pound five shillings and for the fourthly mentioned land the yearly rent of Three pounds and for the fifthly mentioned land the yearly rent of Five pounds and for the sixthly mentioned land during the first two years of the said term the yearly rent of One pound and during the remainder of the said term the yearly rent of Three pounds six shillings all such rents to be paid by equal half yearly payments on the twenty ninth day of September and the twentyfifth day of March in every year free from all deductions. And also Paying to Her Majesty Her Heirs and Successors a royalty of Four pence per Statute ton of Two thousand two hundred and forty pounds on all stone gotten from the said first mentioned land from the said twentyfifth day of March One thousand eight hundred and ninety eight to the first day of May One thousand nine hundred and nine and thereafter during the remainder of the said term a royalty of Six pence per like ton on all stone gotten from the said first mentioned land such royalties to be paid by half yearly payments on the several days aforesaid for and in respect of the stone gotten during the preceding half year all which said rents and royalties herebefore reserved shall be paid into the hands of the Crown Receiver for the Isle of Alderney. Provided that no royalty shall be payable upon so much stone gotten in any one year as would be sufficient in value according to the reservation

hereinbefore contained to yield a sum equal to the said rent of Fifty pounds payable hereunder for such year for the stone hereby demised.

Provided also that the value of the stone shall be deemed to be the value after having been cleansed dressed and made marketable.

And the lessee doth hereby covenant with the Queen's Majesty her Heirs and Successors in manner following (that is to say)

1. To pay unto the Queen's Majesty her Heirs and Successors the said rents and royalties hereinbefore respectively reserved at the times and manner hereinbefore appointed for payment thereof respectively. And that if default shall be made for the space of Twenty one days in payment of the aforesaid rents and royalties respectively or any part thereof respectively then and so often as the case shall happen the lessor or his Agent may distrain all or any stone machinery engines implements utensils carts carriages horses or other live or dead stocks upon or under the lands hereinbefore described or upon any other land which may for the time being be in the occupation of the lessee and all other the goods chattels and effects of the lessee wheresoever the same may be found and sell and dispose of the same towards satisfaction and payment of the arrears of the said rents and royalties and of all costs and charges incident to or occasioned by such distress and sale.
2. To pay during the said term the land tax and all other taxes rates rentcharges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament.
3. To search for and dig forthwith stone in likely and proper places within under and upon the said first mentioned land and with at the least ten good and able bodied Quarrymen and Workmen continuously employed fairly and efficiently to work and carry on all the quarries and works for the time being opened upon such land according to the best improved system of working in the Island and to the satisfaction of the lessor but subject to any enforced delay or suspension at any time during the said term owing to any strike or combination of workmen which may affect the same.
4. To remove and carry away at all times during the said term from and out of the said quarries and works all the rubbish and deads which shall from time to time be produced in working the same and deposit the said rubbish and deads in such place or places as may be approved of in writing by the lessor or his Agent.
5. To construct and erect at his own expense such engines or other machinery and works for working the said quarries in manner aforesaid

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as shall be certified by such experienced person as shall be from time to time in that behalf appointed by the lessor to be necessary for that purpose. And with all convenient speed after getting the said stone to cause the same to be cleaned dressed or otherwise made marketable.

6. To keep legible books of account with correct entries of the quantity of the stone gotten cleaned dressed and made marketable and of the persons to or by whom and the times at which the same shall be sold used or disposed of and at all times when required to produce such books of account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto and to permit the lessor or Her Majesty's said Receiver to be present at the weighing of the stone whenever the same may be weighed and to keep an account thereof and check the accounts kept thereof by the Lessee.
7. To deliver to the lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March in each year and at such other times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and cleansed dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times at which the same respectively shall have been sold used or disposed of every such account being if required first verified by a Statutory Declaration by the Lessee or his Chief or only Agent for the time being And within the same periods and at such other times as aforesaid to deliver if required to the lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessee or his Chief or only Agent of the lands under or from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarries distinctly shewing the course and extent thereof and also to keep a like plan and measurement of the quarries or works or at the office belonging thereto and permit the lessor and his Agent at all times to inspect the same.
8. To erect at his own expense at such points as shall be indicated by the lessor or his Agent legibly marked with a broad arrow substantial boundary posts or stones.
9. To keep and uphold at all times during the said term and to leave at the expiration or sooner determination thereof the quarry and works comprised in this demise and all boundary posts and stones pits soughs shafts levels drains

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ways paths fences fencing to pits soughs openings and other works
cottages warehouses buildings machinery and other matters and things
thereto belonging in proper order condition and repair but nevertheless
the lessee may (unless the said term shall be determined by reentry)
remove at the end or sooner determination of the said term but not
afterwards all the stone then gotten but not sold used or disposed of
and also all engines tools machinery or working gear belonging to the lessee
in or about the said quarries works and premises (but not the stone
or brick work roofs or timbers belonging thereto or erected or used for
the protection thereof) first giving to the lessor the option of purchasing
the same or any part thereof at a fair valuation to be made by two
indifferent persons one to be chosen by the lessor and the other by the
lessee or by an Umpire to be nominated by such two persons before they
proceed upon their valuation and all such last mentioned stone shall
be subject to a royalty on the value thereof at the rate aforesaid.

10. That the lessor and his Agent may at all reasonable times with
or without workmen or assistants enter into and inspect the said
quarries works and premises and the state and condition thereof and
that the lessee will render every reasonable assistance to the lessor
his agents and workmen or assistants in the examination aforesaid
when required.
11. Not to commit any unnecessary damage spoil or waste in or upon the
lands hereinbefore described in the exercise of the powers hereby granted and
during the said term to keep all pits soughs openings and other works
in or upon the said land that can be worked to advantage fenced round
in a proper and substantial manner to the satisfaction of the lessor and
to fence round or fill up level and cover in in a proper and substantial
manner to the like satisfaction all such pits soughs and other works
as may have been wrought out or can no longer be worked to advantage
and restore the surface of the land injured by such workings and to
make reasonable and fair compensations to every person lawfully entitled
thereto on account of any injury or damage sustained by him by reason
or in consequence of the said works or of the exercise of the powers hereby
granted and indemnify the Queen's Majesty her heirs and Successors
from all actions claims and demands or account of any such injury
or damage.
12. Not to use the said lands hereby demised or any of them or any part
thereof otherwise than in connection with the working of the stone
hereby demised and not to use the fifthly and sixthly mentioned
lands except for a cracking ground or storage purposes in connection

13

14

with such working

13. At all times during the said term to duly perform and observe all the covenants agreements and provisions affecting the said premises hereby demised which are contained in the head lease of the said premises and on the part of the lessee thereunder to be performed and observed except the covenants for payment of rent and royalties and not at any time to permit or suffer anything whereby the said head lease may be voided or forfeited and at all times to keep indemnified the lessor against all actions proceedings costs damages claims demands and liability for or in respect of any breach which may be committed during the said term of any of the covenants agreements and provisions except as aforesaid.

14. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained and to procure at their own expense all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Orders of Court affecting the same and all Probates of wills and Letters of Administration affecting this lease or the term hereby granted to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Involvements and minutes or dockets thereof respectively to be ~~enrolled~~ in the Office of the Commissioners of Woods.

Provided always that nothing herein contained shall preclude the lessor from granting the use of the tramways roads streams and watercourses made or to be made on the said lands and power to make tramways roads and watercourses thereon to any other person or persons as he may think fit or from granting to any other person or persons any rights of wayleave or wayleave through or over any of the quarries and hereditaments hereby demised paying or reserving therefor to the lessee such reasonable compensation (if any) as may be agreed on or as may be fixed by two Arbitrators or their Umpire to be appointed as herein before mentioned.

Provided also that if any rent or royalty hereby reserved shall be in arrear for Twenty days or if there shall be a breach of any of covenants hereinbefore contained or if any Company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof their interest in the premises hereby demised shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as Executor or Administrator then and in any of the said cases the lessor may reenter upon and retain possession of the demised premises together with all engines tools machinery and other working gear stone and other ~~working~~ matters then

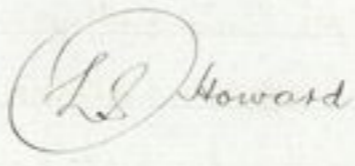

23

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being on such premises in all respects as if these presents had not been made. And in case of any such reentry there shall be payable by the Lessee to the Queen's Majesty Her Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rents and royalty for the then current half year up to the day on which such reentry shall have been made.

And it is agreed that the term "lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises. And that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said Edward Stafford 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

E. Stafford  Howard George John  Le Maitre

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of — Chas. E. Howlett.

Office of Woods &c
1 Whitehall Place.
London SW1.

Signed sealed and delivered by the within named George Le Maitre in the presence of — J. J. Robilliard

New Street, Alderney.
Jurat of the Court at Alderney.

I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Involments and an entry thereof made or filed by me

1st February 1899

Maurice Howlett
Keeper of the Records.



Dated
1st Jan'y 1899
County of
Hants.
Forest.
R. Little
to
the Queen's
most Excellent
Majesty.
Surrender
Woods & Land

Case entered
Woods lease
ok 20 page 190

R

Dated
1st Jan'y 1899
County of
Hants.
New Forest.
W. R. Littledale
to
the Queen's
Most Excellent
Majesty.
Decoy Pond
Farm & lands.

This Indenture made the twenty-first day of January One thousand eight hundred and ninety nine Between the within named William Edmund Royds Littledale of the first part the within named Edward Stafford Howards Esquire of the second part and The Queen's Most Excellent Majesty of the third part. Whereas the Farmhouse buildings lands and premises demised by the within written Indenture of lease which is dated the twentyeight day of November One thousand eight hundred and ninety six and is made between The Queen's Majesty of the first part the said Edward Stafford Howard of the second part and the said William Edmunds Royds Littledale of the third part are vested in the said William Edmund Royds Littledale for all the residue of the term of years thereby granted and he has requested the said Edward Stafford Howard as such Commissioner as within mentioned to accept on behalf of Her Majesty a Surrender as from the twenty ninth day of September One thousand eight hundred and ninety eight of the same premises which the said Edward Stafford Howard with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty first day of November One thousand eight hundred and ninety eight has agreed to do. Now this Indenture witnesseth that in pursuance of the premises he the said William Edmund Royds Little^{dale}brook with the consent of the said Edward Stafford Howard testified by his executing ^{these Presents} Doth surrender to the Queen's Majesty from the said twenty ninth day of September One thousand eight hundred and ninety eight All that Farmhouse buildings and lands containing Thirtyfour acres three roods and four perches or thereabouts situate in Benny and Ashurst Walks in the New Forest and County of Hants more particularly described in the Schedule to the ^{and delineated and colored red on the Plan by the margin of the within written Indenture and known as Decoy Pond Farm and all other (if any) the premises demised by the within written Indenture} within written Indenture. To the intent and purpose that the term of years created by the within written Indenture and all the estate and interest now subsisting in the said premises under or by virtue of the same Indenture may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of Her Crown. And the said Edward Stafford 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 Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments. In witness whereof the said parties to these Presents of the first and second parts have hereunto set their hands and seals the day and year first above written

W E R Littledale

E Stafford Howard

LS
LS

case entered
woods lease
ok 20 page 190

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whereof
s have
above
Stafford

Signed Sealed and delivered by the above named William Edmund
Royds Littledale in the presence of
Herbert Page
5 St Marys Street, Bedford
Coal Merchant

Signed Sealed and delivered by the above named Edward Stafford
Howard in the presence of
Chas E Hewlett
Office of Woods &c.
1 Whitehall Place
London SW

I certify that a duplicate of this deed has been deposited in the
Office of Land Revenue Records and Inrolments and an entry
thereof made or filed by me.
3rd February 1899
Maurice Hewlett
Keeper of the Records

New Forest.

To

Office of Woods.

Basements.

Sir

25th Jan'y 1899.

M New Forest
File F4173 ³/₂

Gateway and App-
roach Roads at
Burley

G. Williams-Smith

Permission to make
and maintain above

25.1.99.

Mr Lascelles the Deputy Surveyor has reported to Mr Stafford Howard
your application for permission to make a gateway in the fence of your
property at Burley which abuts on the brown waste and to make approach
roads leading thereto and to an existing gate across the waste. In reply I
am directed by Mr Howard to inform you that he is willing to give you
permission to make and during the pleasure of the Department to maintain a
gateway in your fence at the point indicated by a red cross on the enclosed
tracing and also gravelled tracks or approaches to the said gate and to the
existing gate at the point A in the directions shewn by a red dotted line
on the tracing upon the following conditions

1. An acknowledgment of 10/- per annum is to be paid to the Deputy Surveyor of the New Forest in advance on the 5th January in each future year during the continuance of this permission the first payment for the year ending 5th January 1900 to be made at once. X X
2. In the event of this permission being determined the gateway is to be closed and the fence against the brown boundary to be restored to the satisfaction of the Deputy Surveyor or this Department.

X X In the event of a larger house being erected in future the amount of the acknowledgment to be reconsidered.



23

Signed sealed and delivered by the above named William Edmund
 Loyds Littledale in the presence of
 Herbert Page
 5 St Marys Street, Bedford
 Coal Merchant

Signed sealed and delivered by the above named Edward Stafford
 Howard in the presence of
 Chas E Scolell
 Office of Woods &c.
 1 Whitehall Place
 London W

I certify that a duplicate of this deed has been deposited in the
 Office of Land Revenue Records and Instruments and an entry
 thereof made in the *Smith* 21 Page 69

3rd February 1899

To *LRM*

New Forest

190.
 Dit.

Basements

Gateway and App-
 roach Roads at
 Burley

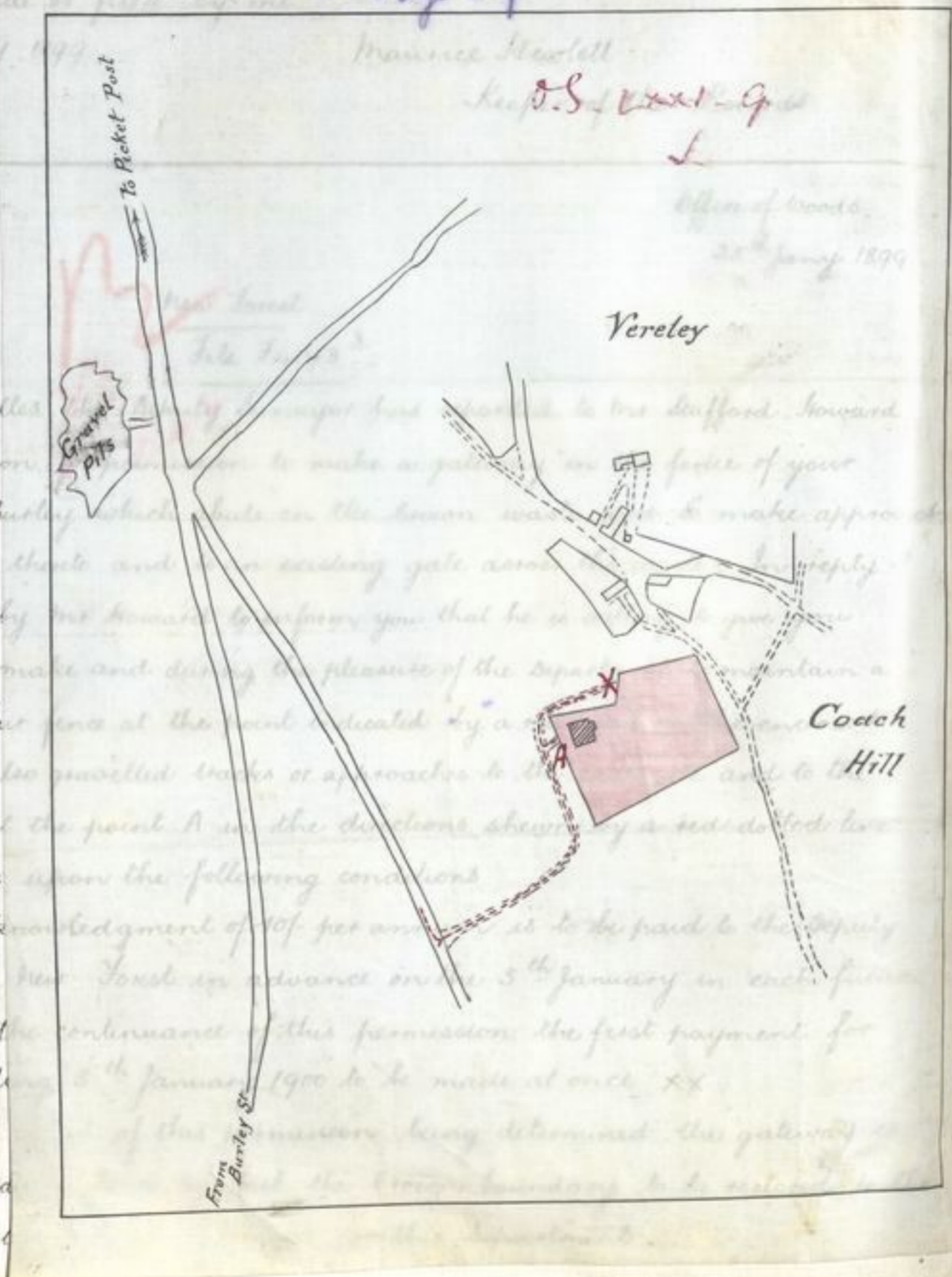
G. Williams-Smith

Permission to make gateway in your
 and maintain above tracing and also
 existing gate at the point A in the directions shown by a red dotted line
 on the tracing upon the following conditions

25.1.99.

xx In the event of a larger house
 being erected in future the
 amount of the acknowledgment to be
 recalculated.

Mr Lascelles
 your application
 property at Burley
 roads leading
 and directed by
 permission to
 tracing and also
 existing gate at
 on the tracing
 1. An acknowledgment of 10/- per acre is to be paid to the Deputy
 Surveyor of the New Forest in advance on the 5th January in each future
 year during the continuance of this permission the first payment for
 the year ending 5th January 1900 to be made at once xx
 2. In the
 to be closed and
 satisfaction of



Maurice Scolell
 Kept D.S. 1221-9

Office of Woods
 25th Jan'y 1899

If you accept these terms you will be good enough to date sign and return the enclosed letter to this Office and pay the sum of 10/- to the Deputy Surveyor.

I am,

Sir,

Your obedient servant,

(sd) Chas. E. Howlett

J. Williams-Smith Esq.
Bursley, Wants

Bursley
28th January 1899

Sir,

New Forest
File 74173³

I beg to accept the offer contained in your letter of the 25th instant, of permission to make and during the pleasure of your Department to maintain a gateway in my fence, and Approach Roads thereto, and to an existing Gate across the Crown waste in the positions indicated on the tracing which accompanied your letter and agree to pay the acknowledgment and to observe the conditions therein specified

I am,

Sir,

Your obedient servant
J. Williams-Smith.

E. Stafford Howard Esq.
rc rc rc

X²⁶⁸

Y2628.

Office of Woods &c.
Sir.

9th December 1898.

Sir,

New Forest
File 74183.

I am directed by Mr Stafford Howard to acknowledge the receipt of your letter of the 6th instant forwarding copy of a resolution passed by the Boldre Parish Council and signed by the Chairman and yourself respecting the making of the footpaths shown upon the tracings which accompanied the official letter of the 3rd instant.

Mr Howard consents to the making of the footpaths upon the condition that after they have been made the Council will properly maintain them as public footpaths.

Instructions have been given to the Deputy Surveyor to supply you with the necessary gravel at 1st per yard.

I am &c

(sd) Chas. E. Howlett

J. Saunders, Esq.

New Forest

2529

Office of Woods.

3rd Decemb^r 98

Easements

Sir,

New Forest.

Footpaths.

Easements

Permission to make
and maintain above

Boldre Parish
Council.

9.12.98

The Deputy Surveyor
your letter of the 14th inst
the Boldre Parish Council
last, respecting the making
past Mr Goff's house near
East side thereof, also those
and parts of Factory, Pages
of which are shown by plan
directed by Mr Stafford &
Council will forward to him
of the said footpaths when
as public footpaths he will
interests are concerned, to
necessary quantity of gravel
at which it is now supplied
within the perambulation
the brown pits under the

G. Saunders, Esq.

2529

Sir,

I am directed to forward you the following resolution
"The Boldre Parish Council hereby agree to take over the
the wooden houses at Pilly, the lane leading from Mr Goff's
near Boldre Bridge, also parts of Factory, Pages, Chapel, and Wallace's lanes
East Boldre.

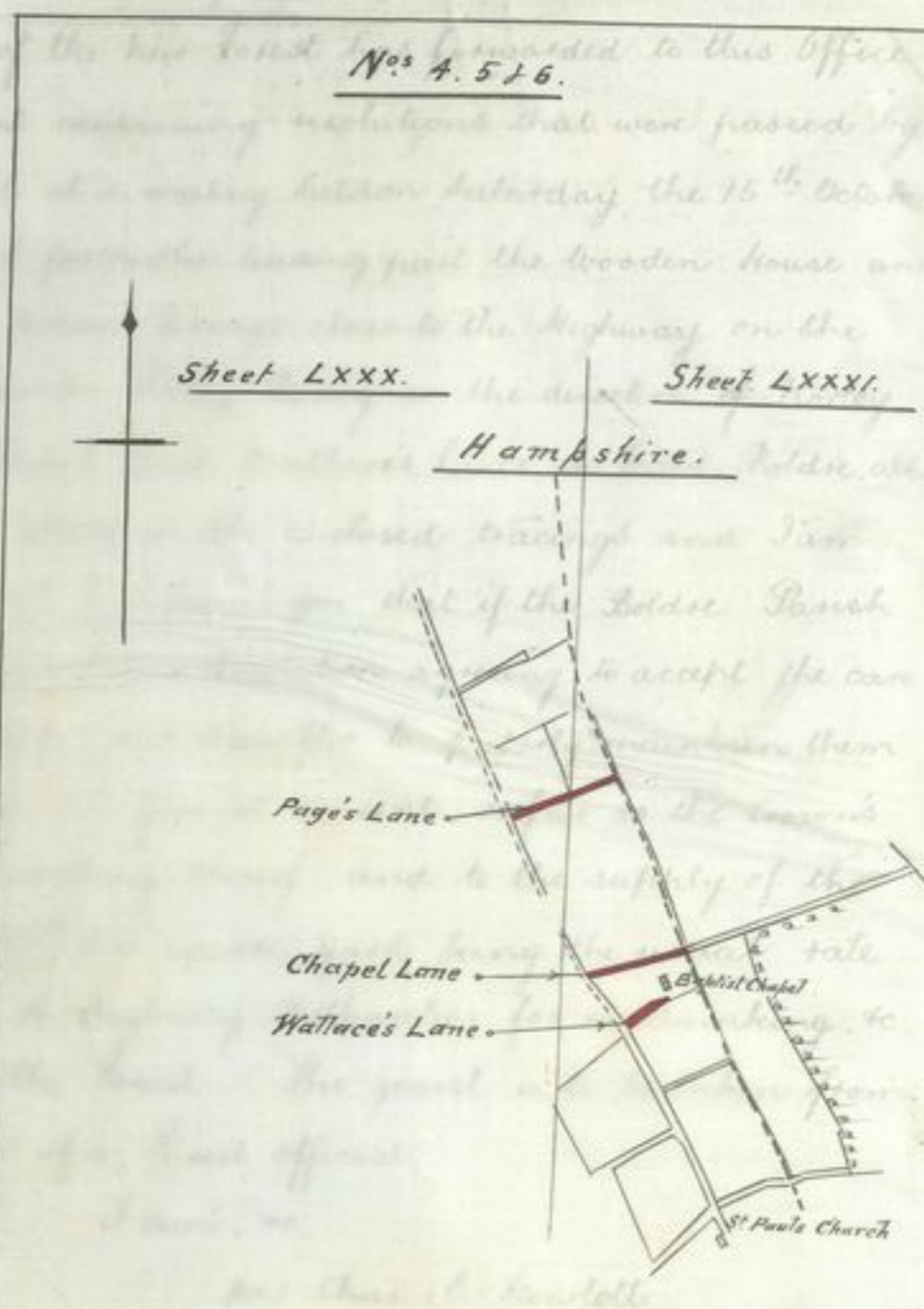
And the above Council agree to form footpaths on the said lanes, and
also to accept the care of the said footpaths when made, and thereafter to
properly maintain them as public footpaths.

Signed on behalf of the Boldre Parish Council.

Edward Henry Bess — Chairman

G. Saunders — Clerk.

G. Stafford Howard, Esq. For reply — see previous page



New Forest

2529

File L1183

Easements

Sir

Footpaths

Boldre Parish Council

9.12.98

Permission to make and maintain above

The Deputy Surveyor
 your letter of the 14th ult
 the Boldre Parish Council
 last, respecting the making
 past Mr Goff's house near
 East side thereof, also the
 and parts of Factory, Pag
 of which are shown by
 directed by Mr Stafford
 Council will forward to
 of the said footpaths w
 as public footpaths he
 interests are concerned
 necessary quantity of gra
 at which it is now sup
 within the perambulation
 the brown pits under t

G. Saunders, Esq

2529

Sir

I am directed to fo
 " The Boldre Parish
 the wooden houses at Tille
 near Boldre Bridge, also
 East Boldre

And the above Council agree to form footpaths on the said lanes, and also to accept the care of the said footpaths when made, and thereafter to properly maintain them as public footpaths

Signed on behalf of the Boldre Parish Council

Edward Henry Bless — Chairman

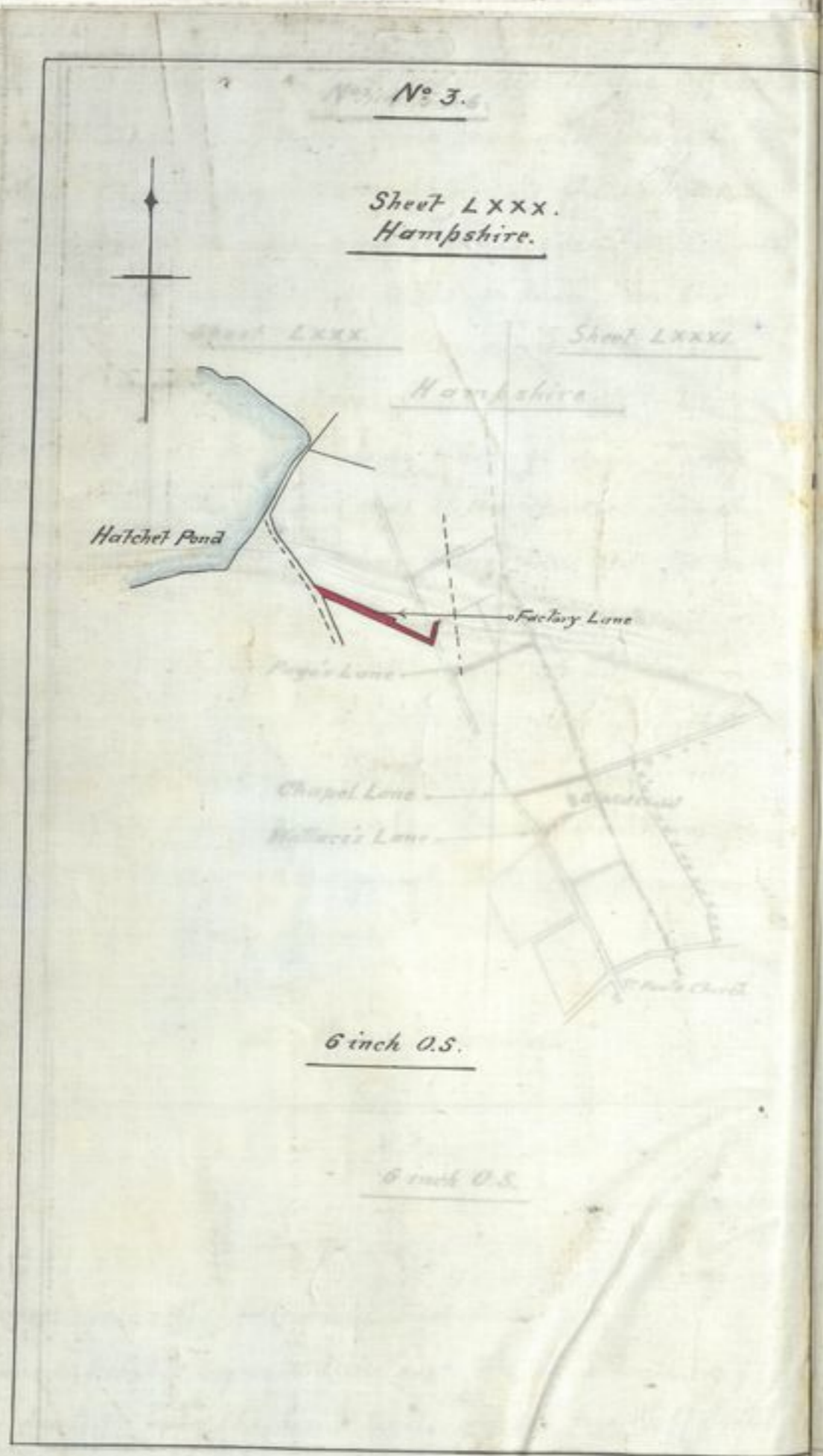
G. Saunders — Clerk

G. Stafford Howard Esq. For reply - see previous page

Office of Woods

3rd December 98

New Forest



New Forest
Easements

New Forest 2529
 Easements Sir
 Footpaths

Office of Woods
 3rd December '98

Permission to make
 and maintain above
 Boldre Parish
 Council.
 9.12.98

The Deputy Surveyor
 your letter of the 14th
 the Boldre Parish local
 last, respecting the make
 past Mr Goff's house near
 East side thereof, also the
 and parts of Factory, Part
 of which are shown by
 directed by Mr Stafford
 Council will forward to
 of the said footpaths with
 as public footpaths he is
 interests are concerned,
 necessary quantity of ground
 at which it is now situated
 within the perambulation
 the brown pits under the
 pits

G. Saunders, Esq

2529

Sir,

I am directed to forward
 "The Boldre Parish Council
 the Wooden Houses at Pilly
 near Boldre Bridge, also
 East Boldre.

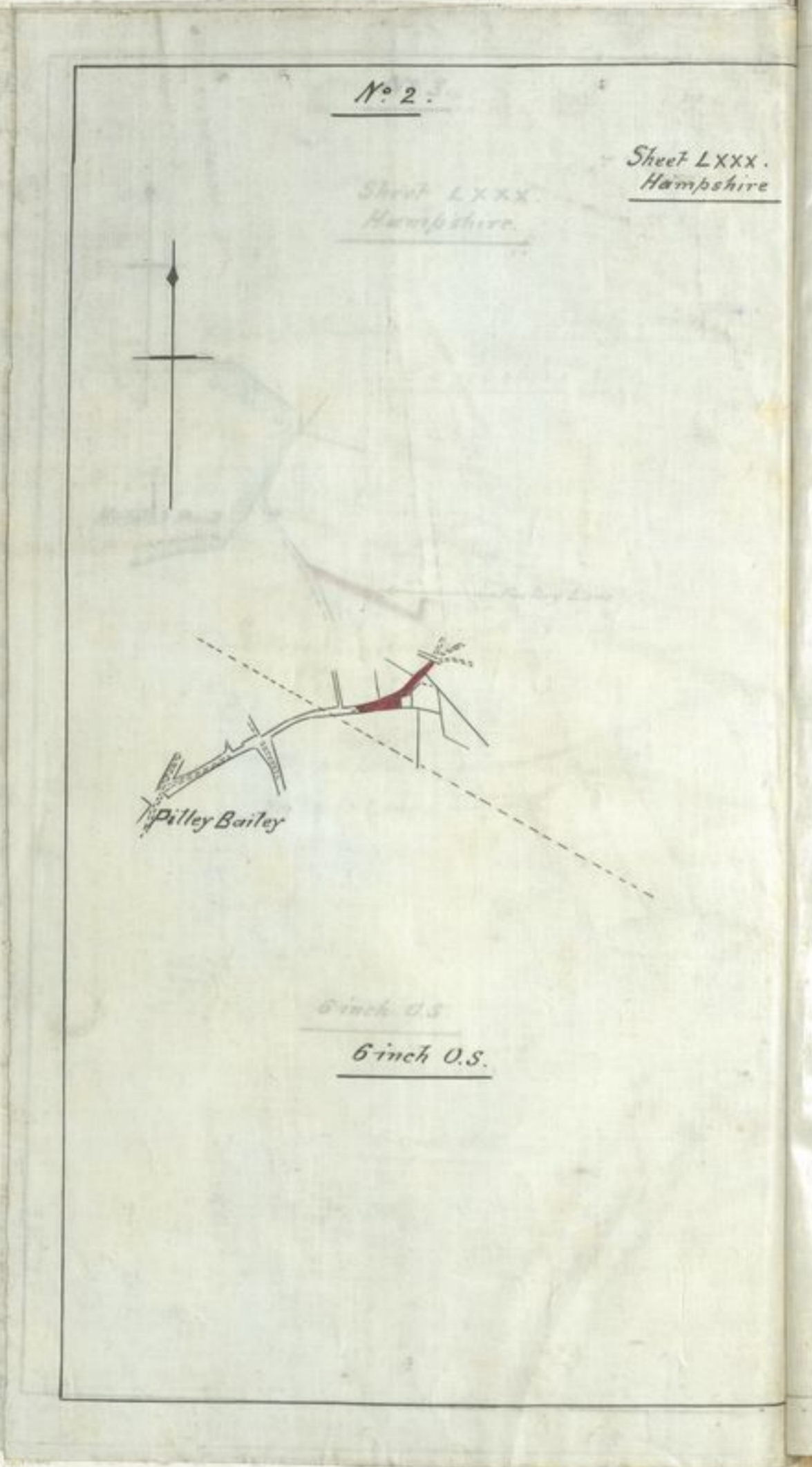
And the above Council agree to form footpaths on the said lanes, and
 also to accept the care of the said footpaths when made, and thereafter to
 properly maintain them as public footpaths.

Signed on behalf of the Boldre Parish Council.

Edward Henry Bress — Chairman
 G. Saunders — Clerk

E. Stafford Howard Esq. For reply — see previous page

New Forest



New Forest

2529

File FL183

Office of Woods

3rd Decemb^r '98

Easements

Sir

Footpaths

New Forest

Permission to make
and maintain above
Boldre Parish
Council.

9.12.98

The Deputy Surveyor
your letter of the 14th
the Boldre Parish Council
last, respecting the make
past Mr Goff's house near
East side thereof, also the
and parts of Factory, Pag
of which are shown by
directed by Mr Stafford
Council will forward to
of the said footpaths w
as public footpaths he
interests are concerned
necessary quantity of gra
at which it is now sup
within the perambulation
the brown pits under the
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G. Saunders, Esq

2529

Sir

I am directed to forward
The Boldre Parish Council
the wooden houses at Pille
near Boldre Bridge, also
East Boldre.

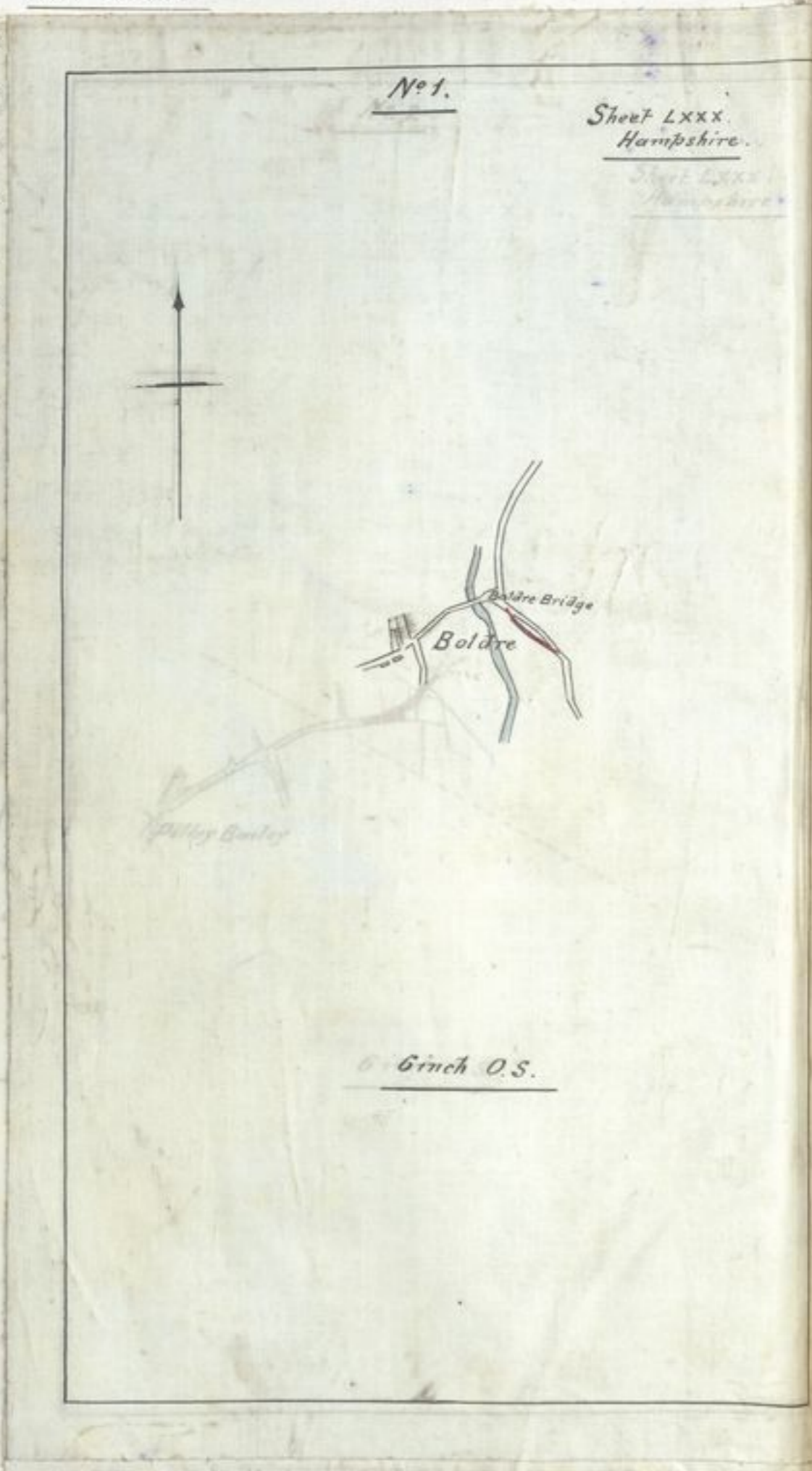
And the above Council agree to form footpaths on the said lanes, and
also to accept the care of the said footpaths when made, and thereafter to
properly maintain them as public footpaths.

Signed on behalf of the Boldre Parish Council.

Edward Henry Gless — Chairman

G. Saunders — Clerk

E. Stafford Howard, Esq. For reply - see previous page



of Woods
December '98

New Forest
F.s.
Sit.
Easements

Office of Woods
20th January 1899.

New Forest
File F 4195

drain under
Chapel lane

Mr Hascelles the Deputy Surveyor has reported to Mr Stafford Howard the application of the Boldre Parish Council for permission to lay a drain under Chapel lane the maintenance of which was taken over by the Council in December last.

Boldre Parish
Council.

In reply I am directed by Mr Howard to inform you that he is willing to give the Boldre Parish Council permission to lay and during the pleasure of this Department to maintain a drain under Chapel lane in the position shewn by a blue line on the enclosed tracing subject to the Council undertaking to lay and maintain the drain to the satisfaction of the Deputy Surveyor, to make good any damage done to the property of the Crown in the laying repairing and renewing of the said drain and also to remove it at any time upon receiving one month's notice in writing.

permission to lay
and maintain
drain

20-1-99.

If these terms are accepted you will be good enough to return the enclosed letter signed on behalf of the Council by the Chairman and yourself.

G Saunders Esq

Jam: &c
(sd) Chas E Hewlett.

Boldre Parish Council
Hants
(Recd) 25th January 1899

Sit.

New Forest
File F 4196

On behalf of the Boldre Parish Council we accept the terms contained in your letter of the 20th instant of permission to lay and during the pleasure of your Department to maintain a drain under Chapel lane in the position shewn on the tracing which accompanied your letter and we undertake to observe the conditions therein specified.

We are,
Sirs,
Your obedient servants
Edward Henry Eless
Chairman.
George Saunders,
Clerk.

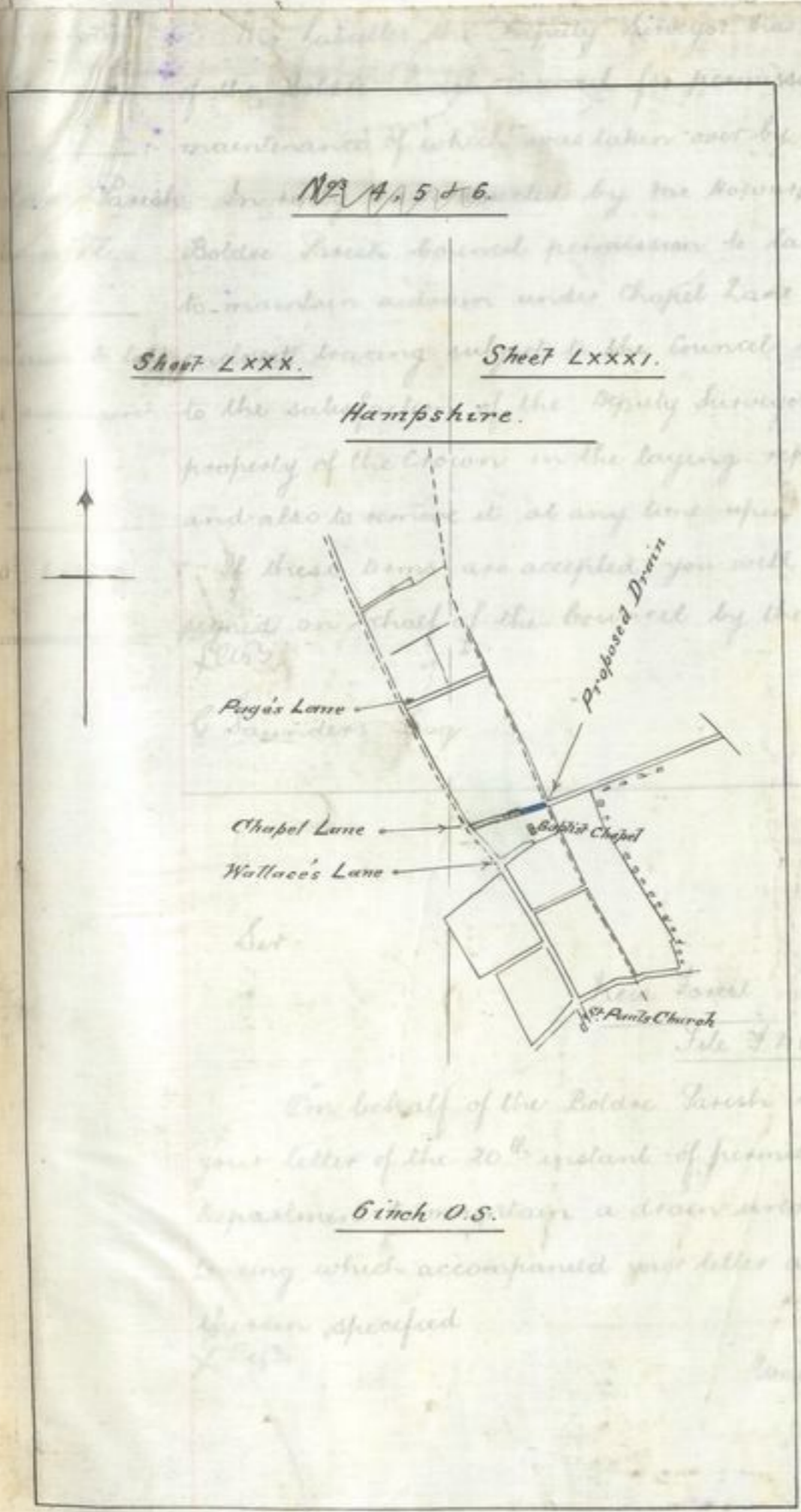
E. Stafford Howard Esq.
&c &c &c

Office of Woods
December 98

New Forest
F.S.
Sit.
Easements

Office of Woods
20th January 1899

New Forest
File F 4195



...to Mr Stafford Howard the application to lay a drain under Chapel Lane the Council in December last.

...to inform you that he is willing to give the and during the pleasure of this Department the position shown by a blue line on the Council undertaking to lay and maintain the drain to make good any damage done to the property of the Crown in the laying repairing and renewing of the said drain and also to remove it at any time upon receiving one month's notice in writing.

If these terms are accepted you will be good enough to return the enclosed letter to the Chairman and yourself.

I am, &c.
(sd) Chas. E. Howlett.

Boldre Parish Council
Hants
(Recd) 25th January 1899

On behalf of the Boldre Parish Council we accept the terms contained in your letter of the 20th instant of permission to lay and during the pleasure of your Department a drain under Chapel Lane in the position shown on the drawing which accompanied your letter and we undertake to observe the conditions therein specified.

Yours obedient servants
Edward Henry Bles
Chairman.
George Saunders,
Clerk.

E. Stafford Howard Esq.
&c &c &c

New Forest

F2426

Office of Woods

19th November 98

Easements

New Forest

File 4183

Footpath at Pikes Hill

Easements - Footpaths

Lyndhurst Parish Council

The Deputy Surveyor of the New Forest has forwarded to this Office your letter of the 26th September last containing a resolution that was passed by the Lyndhurst Parish Council respecting the making of footpaths at Pikes Hill and from Bank to Gutnam as shewn by red chain lines on the enclosed tracings and I am directed by Mr Stafford Howard to inform you that if the Lyndhurst Parish Council will forward to him a signed Resolution agreeing to accept the care of the said footpaths when made and thereafter to properly maintain them as public footpaths he will give his formal consent, so far as the Crown's interests are concerned, to the making thereof and to the supply of the necessary quantity of gravel @ 1^d per square yard being the usual rate at which it is now supplied to Highway Authorities for roadmaking within the perambulation of the Forest. The gravel to be taken from the Crown pits under the view of a Forest official.

Permission to make and maintain above

20.12.98

I am, &c.

Geo. J. White Esq.
Clerk to L.P.C.

(sd) Chas. E. Howlett.

no. F2426

Lyndhurst Parish Council

File 4183

December 18th 1898

Sir

At a Parish Council meeting held on Friday December 9th 1898 a resolution was carried.

That the Parish Council of Lyndhurst agrees to accept the footpaths at Pikes Hill shewn by red chain lines on the tracing (returned) and further to maintain it properly as a public footpath. But decided to postpone their decision as to the footpath to Gutnam until the result of the enquiry into the boundaries of Brockenhurst Parish is made known.

I am, &c.

Geo. J. White
Clerk to the Lyndhurst Parish Council

E. Stafford Howard Esq.

F2407

Office of Woods

File 4183

20th December 1898

Sir

New Forest

Rent £60 per annum.
Protale of Rev Eldersons Wife
Income 115/31
11/7

New Forest 72126

Easements

Footpath at Pikes Hill

Lyndhurst Parish Council

Permission to make tracings and maintain above

20.12.98

Sir

The Deputy of the 26th Sept Lyndhurst Parish Council and from Bank to and from the Lyndhurst agreeing to accept to properly maintain them as public footpaths he will give consent, so far as the crown's interests are concerned, and to the supply of the necessary quantity of gravel being the usual for roadmaking taken from the

Geo. J. White Esq. Clerk to L.P.C.

no. 72126

File 4183

Sir

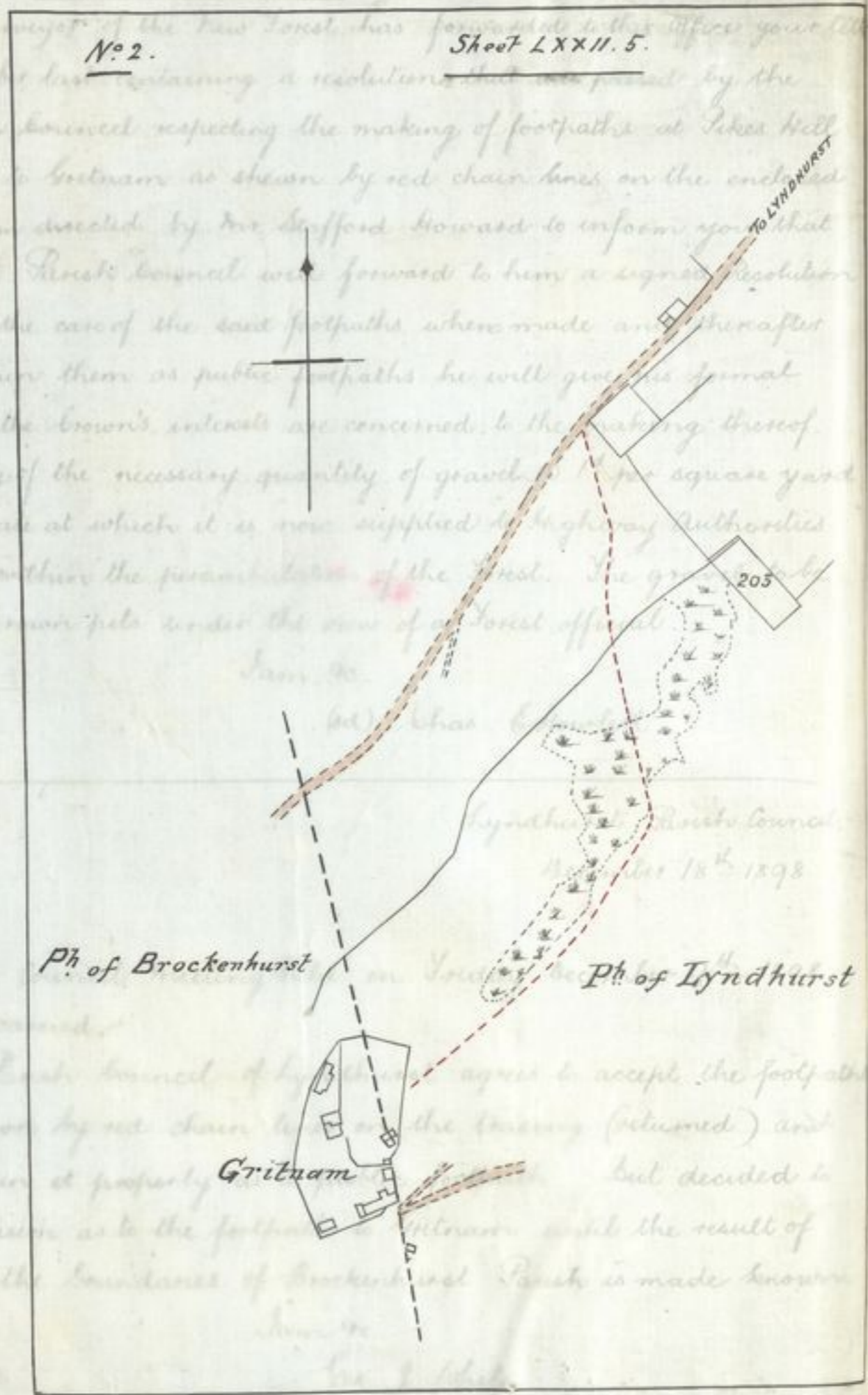
At a Parish a resolution was That the at Pikes Hill further to maintain postpone their decision as to the footpath the enquiry into the

New Forest File 74183

Easements Footpaths

No. 2

Sheet LXXII. 5



E. Stafford Howard Esq.

Parish Council

72407 File 74183

Sir

New Forest

Office of Woods 19th November 98

Office of Woods 20th December 1898

Rent £60 per annum

Probate of Rev Eldon's Will Volume W 5 B 1 p. 7

New Forest F2426

Easements

Footpath at Pike Hill

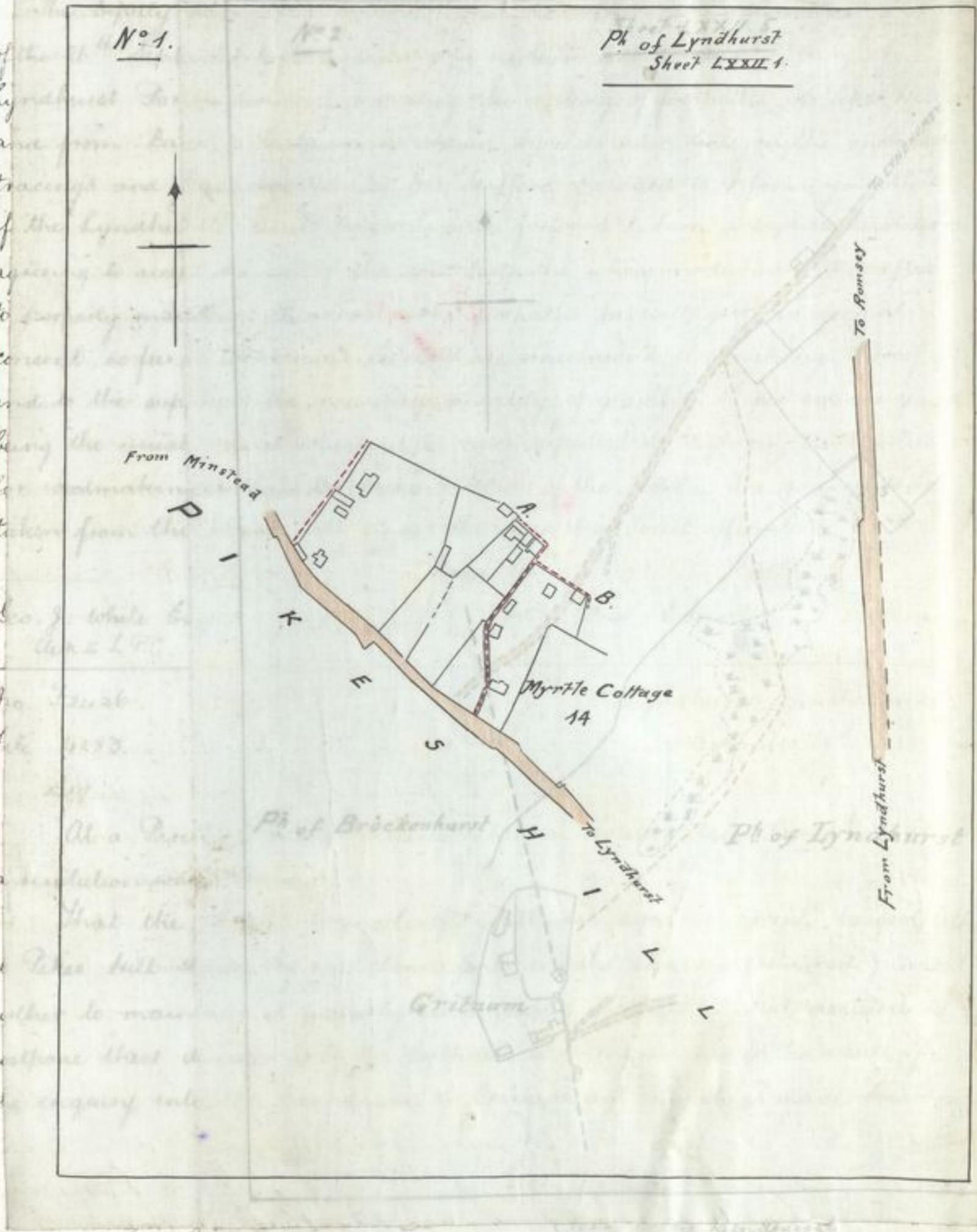
Lyndhurst Parish Council

Permission to make tracks and maintain above

20.12.98

Office of Woods
19th November 98

New Forest
File F4183



E. Stafford Howard Esq.

Parish Council

F2407
File F4183
Sir,

Office of Woods
20th December 1898

New Forest

Dated
23rd Jan'y 99

County of
Hants
New Forest

E. Stafford Howard
Esq. a Commissioner
of Her Majesty's
Woods &c

to

R.W. Addison & Co

Lease
of a Farm and la-
called Decoy Pond
containing 3 1/2
Commencing
29th Sept. 1898
Term of years 11
Expires 25th March 1910

Rent £60
per annum

Part of Rec
E. Addison & Co
Patent 1158
p. 7

oods
November '98

I am directed by Mr Stafford Howard to acknowledge the receipt of your letter of the 15th instant containing copy of the Resolution passed at the Lyndhurst Parish Council meeting on the 9th of the same month respecting the making of footpaths at Pikes Hill shown by red chain lines on the enclosed tracing and to state that he consents to the making of those footpaths upon the condition that after they have been made the Council will properly maintain them as public footpaths.

Instructions have been given to the Deputy Surveyor to supply you with the necessary gravel @ 1^s per square yard.

Mr Howard notes what is said respecting the footpath from Bank to Eastnam.
I am &c.

Geo White Esq
Clerk to L.P.C.

(sd) Chas. S. Howlett

Dated
23rd Jan'y 99
County of
Hants
New Forest

This Indenture made the twenty third day of January One thousand eight hundred and ninety nine Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Woods in charge of the premises hereby demised of the second part and Robert William Eddison of the Manor, Adel near Leeds in the County of York Mechanical Engineer (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained

Edward Stafford Howard Esq a Commissioner of Her Majesty's Woods &c

He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1894 and of all other powers and authorities enabling him so to do and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their warrant dated the twenty first day of November One thousand eight hundred and ninety eight Both on behalf of Her Majesty demise and lease unto the lessee All that Farmhouse buildings and lands containing Thirtyfour acres three roods and four perches or thereabouts situate in Benny and Ashurst Walks in the New Forest and County of Hants more

to R.W. Eddison Esq

of a Farm and land particularly described in the Schedule hereto and delineated and coloured red on the Plan in the margin of these Presents and known as Decoy Pond Farm containing 34 3/4 acs

Lease

Reserving thereto unto Her Majesty Her Heirs and Successors all timber and other trees bellars pollards spires saplings (whether on stools or otherwise) and plantations and all mineral substances and subsata whatsoever (except such materials as may be required for making and repairing roads upon the premises) with liberty for the lessor and his Grantees and Agents or any of them with or without horses cattle carts engines and carriages from time to time to enter upon the premises and to work fell cut search for work make merchantable and carry away the same respectively and for such purposes to make and erect all requisite conveniences on the demised premises paying reasonable compensation for damage done to the crops on the land the amount thereof if not agreed upon being fixed by a valuation made by two Arbitrators or their Umpire appointed in manner hereinafter

Commencing 29th Sept. 1898 Term of years 11 1/2 Expires 25th March 1910

per annum

Rent £60 per annum

to the crops on the land the amount thereof if not agreed upon being fixed by a valuation made by two Arbitrators or their Umpire appointed in manner hereinafter

bet 1898

Probate of Rev Eddison's Will Entm 115 B1 p. 7

From Lyndhurst

Consent given to sub-letting 9th March, 1899 to Walter Edisson
see file 4158.

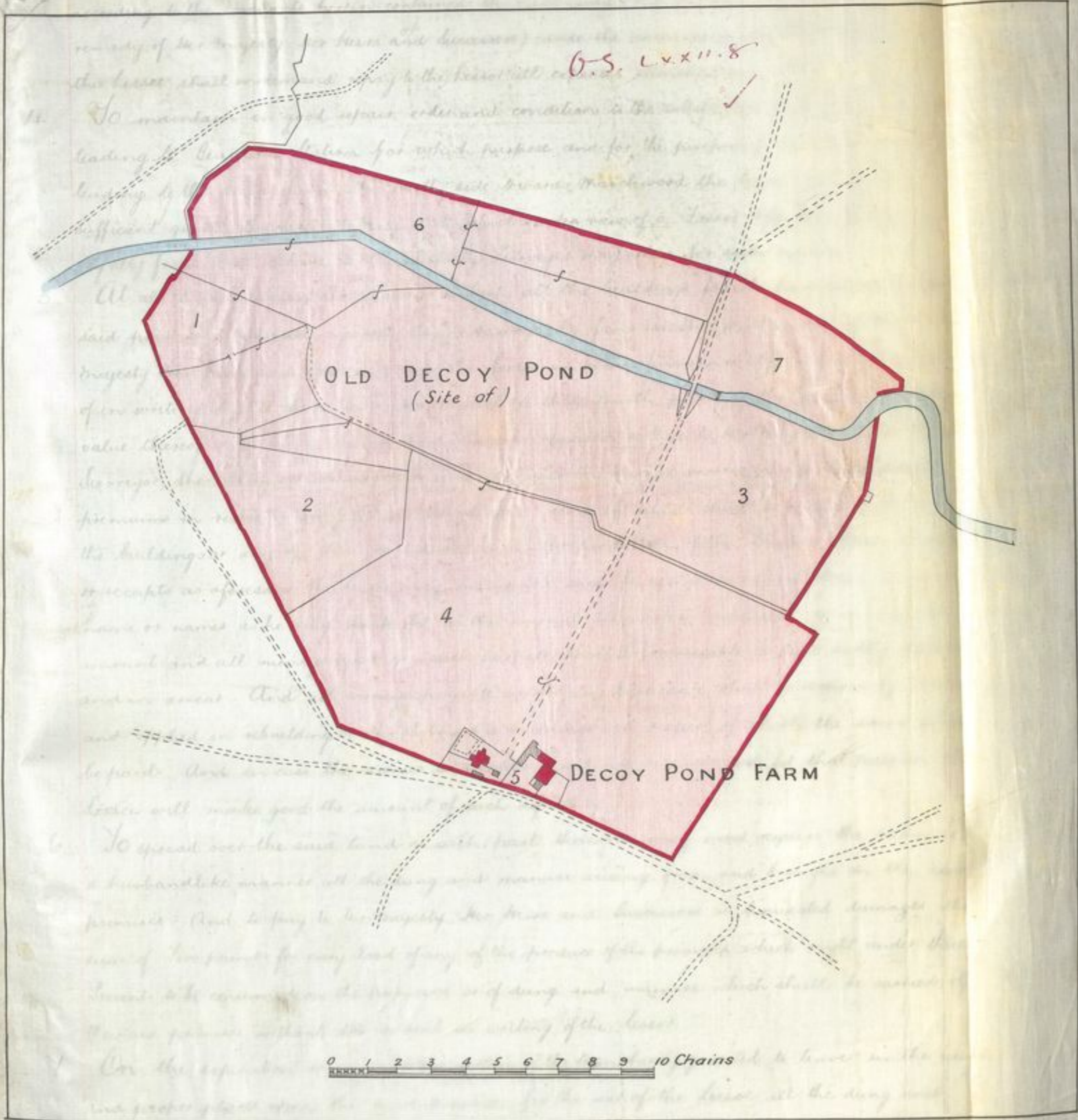
Assignment by
Rps of late
R. W. Edisson
to J. B. Maynard
dated 22nd Janry
1909.
[L. 109 v. 11 p. 22]

provided To hold the premises unto the lessee from the twenty ninth day of September one thousand eight hundred and ninety eight for the term of Eleven years and one half of another year Paying unto the Queen's Majesty Her Heirs and Successors the yearly rent of Sixty pounds by equal quarterly payments upon the twentyfifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September in every year (except that the rent for the last quarter of a year of the Tenancy shall be paid in advance on the twenty fifth day of December preceding the end thereof) the first payment having become due on the twentyfifth day of December one thousand eight hundred and ninety eight. And also Paying in manner aforesaid a further yearly rent of Forty pounds for every acre (and in proportion for a less quantity) of meadow or pasture land broken up or used otherwise than as meadow or pasture land without the previous licence in writing of the lessor such additional rent (which is reserved as liquidated or fixed rent agreed to be paid in the cases aforesaid and not by way of penalty) to be paid quarterly upon the days aforesaid the first payment thereof respectively to be made on such of the said days as shall next happen after the same rent or rents shall have been incurred. All which said several rents heretofore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's said Deputy Surveyor free from all deductions whatsoever except in respect of the landlord's Property Tax and Tithe rent charge. And the lessee hereby covenants with the Queen's Majesty Her Heirs and Successors in manner following that is to say:-

1. To pay unto the Queen's Majesty Her Heirs and Successors the rents hereby reserved at the times and in manner aforesaid.
2. To pay the land tax drainage and sewer rates and all other taxes rates and outgoings whatsoever now or at any time hereafter payable in respect of the said premises (except the landlord's Property Tax and Tithe Rent Charge) together with a proportionate part thereof up to the end of the tenancy.
3. To keep and at the end of the tenancy to leave in good and substantial repair order and condition all buildings with the fixtures therein walls gates stiles mounds banks bridges roads drains outfalls culverts watercourses sluices sewers hedges ditches and fences now being or that may hereafter be on the demised premises and as to such parts of the said buildings and fences as have been or are usually painted or tarred properly painted and tarred. And to keep and at the end of the tenancy to leave the demised land clear and in good heart and condition and managed in a good and husbandlike manner Provided that the lessor or his Agents may at all reasonable times in the day time enter upon the premises and examine the same and take any plan thereof and if any want of repair shall be found or any ditches watercourses sluices sewers or drains shall be found not properly cleared out or if the land shall be found not in good condition and the lessee

shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for their repair and amend the same according to the covenants herein contained the lessor may (but without prejudice to any other remedy of Her Majesty Her Heirs and Successors) cause the same or any of them to be done and the lessee shall on demand repay to the lessor all expenses incurred in respect thereof.

4. To maintain in good repair order and condition to the satisfaction of the lessor the road leading to Beaulieu Station for which purpose and for the purpose of repairing the road leading to the Farm from the north side towards Marchwood the lessor will provide sufficient gravel the lessee taking such gravel under view of a Forest Official free of any royalty from time to time as the Deputy Surveyor may allow for such repairs.
5. At all times during the tenancy to keep all the buildings for the time being on the said premises insured against loss or damage by fire in the joint names of the Queen's Majesty Her Heirs and Successors and the lessee in some Insurance Office or Offices approved of in writing by the lessor in a sum equal to three fourth parts at the least of the actual value thereof respectively and to shew whenever required so to do to Her Majesty's said Deputy Surveyor the Policy or Policies of Insurance and the receipt or receipts for the premium or premiums in respect thereof for the current year. And if default shall be made in keeping the buildings or any of them so insured or in the production of the Policy or Policies or receipt or receipts as aforesaid the lessor may insure the said buildings or any of them in such name or names as he may think fit in the amount hereinbefore mentioned or in any less amount and all moneys paid for such purpose shall be recoverable as rent hereby reserved and in arrear. And all moneys payable under any insurance shall be received by the lessor and applied in rebuilding or reinstating the buildings in respect of which the same shall be paid. And in case the monies so received shall not be sufficient for that purpose the lessee will make good the amount of such deficiency.
6. To spread over the said land or such part thereof as may most require the same in a husbandlike manner all the dung and manure arising from and brought on the said premises. And to pay to Her Majesty Her Heirs and Successors as liquidated damages the sum of Five pounds for every load of any of the produce of the premises which ought under these Presents to be consumed on the premises or of dung and manure which shall be carried off the said premises without the consent in writing of the lessor.
7. On the expiration or sooner determination of the term hereby granted to leave in the usual and proper places upon the said premises for the use of the lessor all the dung and manure then being on the said premises including such as may have arisen thereupon or been brought thereon during the last year of the said term and not been applied to the land and not to require any allowance or compensation for the same.
8. To reside upon the demised premises unless the lessor shall by some writing dispense either wholly or partially with such residence.
9. To preserve all the trees tallars pollards spires and coplings for the time being growing upon the said premises from bite of cattle or other injury and not to commit



- the land and not to require any allowance or compensation for the same
8. To reside upon the demised premises unless the lessee shall by some writing dispense either wholly or partially with such residence.
 9. To preserve all the trees tallars pollards spires and coplonds for the time being growing upon the said premises from bite of cattle or other injury and not to commit

or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof.

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10. Not to cut for hay more than once a year the meadow land hereby demised and after every crop of hay to spread thereon not less than ten cart loads per acre of good dung or other manure equivalent thereto and at all times to keep cut and levelled the anthills on such pasture and meadow land.
11. Not to break up or convert into tillage or garden ground any part of the said land unless with the previous consent in writing of the lessor but to keep and preserve the same as pasture or meadow land and in the event of the same being at any time broken up with such consent as aforesaid to lay down and restore the same to pasture or meadow land prior to the expiration or determination of the said term and to the satisfaction of the lessor.
12. Not to assign or underlet the demised premises or any part thereof or part with the possession of these Presents without the previous consent in writing of the lessor and to procure every assignment of the demised premises or any part thereof and all orders of Court Probates of Wills and Letters of Administration affecting these Presents or the tenancy hereby created to be within six calendar months from the date thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the Commissioners of Woods.
13. And it is also agreed that in the event of the lessee sowing or planting any part of the demised premises with any asparagus shrub pepperment lavender hops or any perennial crop sown or any fruit trees or plants bushes or any similar crops he shall be entitled before the end or determination of his tenancy to remove such crops so sown or planted by him if he shall desire so to do but he shall not be entitled to be paid any compensation whatsoever for or in any way in respect of any such crops plants or bushes that may not be so removed and nothing herein contained shall be deemed or taken to be a consent by the landlord within the meaning of the Agricultural Holdings (England) Act 1883 to an improvement by the making of any garden or by the planting of any orchards or fruit bushes nor shall the holding be treated as a market garden.
14. And it is agreed that in the event of the lessee not making any claim on the determination (as to the whole or part of the demised premises) of the tenancy for compensation under the Agricultural Holdings (England) Act 1883 all claims which either the lessor or the lessee may be entitled to make against the other of them under these Presents shall be referred to two Arbitrators or their Umpire to be respectively appointed in conformity with the provisions of Sections 9 and 10 of the last mentioned Act except that the President for the time being of the Surveyors' Institution shall be substituted for the County Court and for the Land Commissioners and every such arbitration shall be subject to the

15.

16.

17.

provisions as to references contained in the said last mentioned Act and their Arbitrators or Arbitrator or Umpire appointed hereunder shall have and may exercise all the powers conferred on a referee or umpire appointed under such Act and their or his Award shall be made within the respective times limited by and in all other respects in conformity with the provisions of such Act with reference to Awards of a referee or umpire appointed thereunder and as if the Arbitrators or Arbitrator or Umpire appointed under these Presents were referees or a referee or umpire duly appointed under that Act except that the Award in writing shall be final and conclusive and that each party shall bear the costs and charge of the Arbitrator appointed by him or on his behalf and all expenses incurred by him with reference to such arbitrator and that the costs and charges of the umpire (if any) shall be divided equally between the said parties

15. Provided that at the end of the tenancy the Lessee shall not be entitled to any payment allowance compensation or rights founded upon the custom of the District in which the demised premises are situate. And further that all money due to Her Majesty Her Heirs ^{or} Successors from the Lessee for rent breaches of covenant or otherwise shall be deducted from any compensation to which the Lessee may be entitled under these Presents or otherwise.

16. Provided always and these Presents are upon this condition that if any rent hereby reserved shall be in arrear for forty days or if there shall be a breach of any of the covenants and conditions on the part of the Lessee herein contained or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him while the premises hereby demised or any part thereof remain vested in him or if the Lessee shall either voluntarily or involuntarily do or suffer any thing in consequence whereof his interest in the demised premises shall without such consent as aforesaid become vested in any other person except by bequest or ^{by} representation as executor or administrator Then and in any of the said cases the Lessor may re-enter and retain possession of the demised premises as fully in all respects as if these Presents had not been made and in case of any such re-entry there shall be payable by the Lessee to Her Majesty Her Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the day ^{on which} ~~where~~ such re-entry shall have been made.

17. It is hereby agreed and declared that the term "Lessor" herein means the Queen's Majesty Her Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these Presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said Edward Stafford Howard doth hereby direct that this deed shall

be deemed to be fully and sufficiently insollid by the deposit of a duplicate thereof in the office of Land Revenue Records and Insolliments and the filing or making an entry of such deposit by the keeper of the said Records and Insolliments

In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written

The Schedule above referred to

No on plan	Description	Cultivation	Quantity		No on plan	Description	Cultivation	Quantity	
			a	r p				a	r p
1	Decoy Pond Close	Pasture	9	1 38	5	Swellinghouse &c	House garden	27	1 39
2	West Close	"	2	1 18	6	North Close	Pasture	4	3 28
3	Bridge ground	"	3	2 6	7	North Bridge ground	"	1	3 14
4	Home ground	"	11	3 38			Acres	31	2 4
			29	9 20					

E. Stafford *(Signature)* Howard

R. W. *(Signature)* Edison

Signed Sealed and delivered by the within named Edward Stafford Howard in the presence of

Chas. E. Howlett

Office of Woods &c
1 Whitehall Place
London.
(Signature)

Signed Sealed and delivered by the within named Robert William Edison in the presence of

Octavius Edison

Solicitor
Leeds.

I certify that a duplicate of this Deed has been deposited in the office of Land Revenue Records and Insolliments and an entry thereof made or filed by me.

3rd February 1899.

(Signature)

(Signature)

Maurice Hewlett

Keeper of the Records.