

148
B. Filed 1091-1900

13th May 1899
County of Gloucester
Edward Stafford Howard Esq.
Commissioner of Her Majesty's Woods Forests and Land Revenues in
charge of the premises hereinafter described of the second part and
Stanley Moore Wighton Esq.
the County of Gloucester Esquire (hereinafter called "the Lessee") of
the Right of the third part
Witnesseth that in consideration of the rent
of Bircham the said Edward Stafford Howard as such Commissioner as aforesaid
at Newland in exercise of the powers of the Acts 10th George the Fourth Chapter
morning 5th April 50 and 14th and 15th Victoria Chapter 42 and of all other powers and
99 Term of years
his 5th April 1906
Cont. £2-10-0
at annum.

This Indenture made the thirteenth day of May
Between
The Queen's Most Excellent Majesty of the first
Edward Stafford Howard Esquire the
Commissioner of Her Majesty's Woods Forests and Land Revenues in
charge of the premises hereinafter described of the second part and
Stanley Moore Wighton of Newland Coleford in
the County of Gloucester Esquire (hereinafter called "the Lessee") of
Witnesseth that in consideration of the rent
of Bircham the said Edward Stafford Howard as such Commissioner as aforesaid
at Newland in exercise of the powers of the Acts 10th George the Fourth Chapter
morning 5th April 50 and 14th and 15th Victoria Chapter 42 and of all other powers and
99 Term of years
his 5th April 1906
Cont. £2-10-0
at annum.

To pay unto the Queen's Majesty Her Heirs and Successors
the said rent of two pounds ten shillings hereby reserved

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Records
Filed by

on the respective days and in manner aforesaid and that if any rent shall at any time be in arrear for twenty days the Lessor or his Agent may from time to time distrain and in due course sell all or any of the goods chattels and effects of the Lessee wheresoever the same may be found towards satisfaction and payment of the arrears of the said rent and of ^{all} costs and charges incident to or occasioned by such distress and sale.

2. To pay all rates taxes charges or impositions now or hereafter to be rated taxed charged or imposed in respect of the right hereby granted.

3. To use his utmost endeavours to preserve a good stock of game on the said land hereinbefore described and to prevent any person or persons who may not be duly authorised so to do from taking or killing game upon the said land or any part thereof and from time to time and at the least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the directions in that behalf hereinafter given and to make a return to the Commissioners of all the game killed.

4. To keep down effectually during the said term the hares and rabbits in and upon the said land so as to prevent the number of such hares and rabbits increasing or impeding the good management of the said land and premises or injuring the crops trees shrubs and fences thereon or on any adjoining land and in case the Lessee shall at any time make default in the performance of this covenant the Lessor may after giving to the Lessee or leaving for him at his usual or last place or places of abode fourteen days notice in writing for that purpose to employ any person or persons to take such steps as he shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the Lessor be requisite or expedient and the Lessee shall pay to Her Majesty Her Heirs or Successors on demand all the costs charges and expenses incurred thereby and also the amount of all damage occasioned by such default.



- 5 Not to commit or suffer any damage or injury to be done during the said term to the land or the trees fences or crops of Her Majesty Her Heirs or Successors and in case of any such damage or injury being done to make full compensation and recompense to Her Majesty Her Heirs and Successors for all such damage or injury as aforesaid.
- 6 Not to shoot or kill any badgers woodpeckers, nightingales owls herons hobby hawks kestrel hawks honey buzzards or King-fishers.
- 7 At the end or other sooner determination of the said term hereby granted peaceably and quietly to surrender and relinquish to the Queen's Majesty Her Heirs and Successors the said right hereby granted and leave a fair and reasonable stock of game on the premises.
- 8 Not to assign over grant or underlet or otherwise part with to any person or persons whomsoever the right or licence hereinbefore granted or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Lessor first obtained.
- 9 To cause or procure every Assignment which shall with such consent as aforesaid be made of these Presents or of the right hereby granted and all Probates of Wills and Letters of Administration or Orders of Court affecting the premises to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof respectively to be entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues and to pay the usual fees therefor.
- And this Indenture further Witnesseth that the said Edward Stafford Howard Both hereby under the powers of the said Acts of Parliament hereinbefore referred to and of all other powers enabling him in this behalf nominate depute and appoint the Lessee to be Her Majesty's Gamekeeper as from the said fifth day of April One thousand eight hundred and ninety nine for the term of Seven Years thence ensuing in case he shall so long live and the term hereby granted shall remain vested in him over and upon the said land hereinbefore described with full power licence and authority to shoot take and kill any beasts or birds of

requisite of
by Her Heirs &
ences incurred
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Sheet, XXXVIII. N.E.

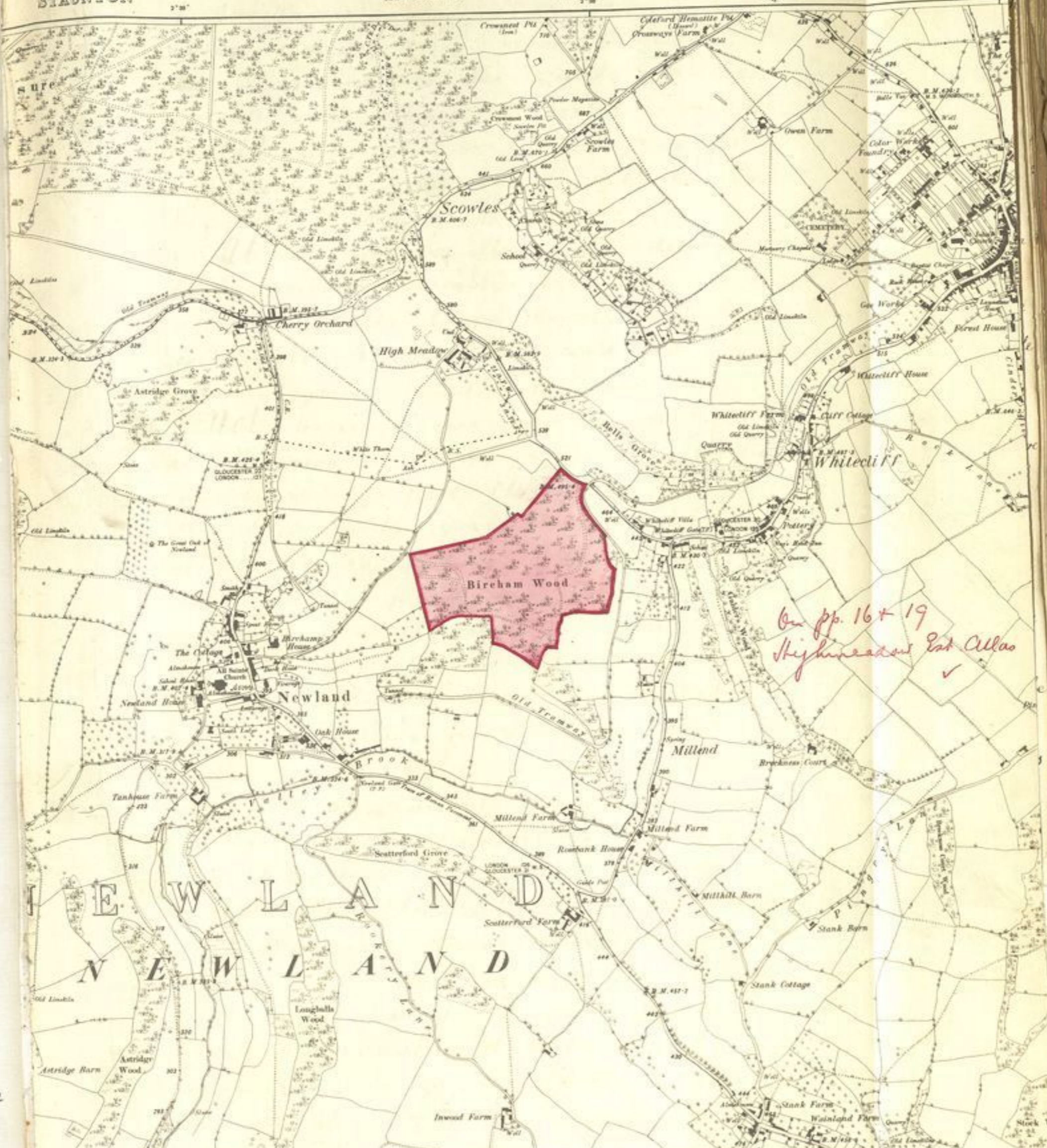
FIRST EDITION WITHOUT CONTOURS

STAUNTON

Marian's Inclosure

Marian's Inclosure XXX. S.E.

Staunton Road



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case he shall so long live and the term hereby granted shall remain vested in him over and upon the said land hereinbefore described with full power licence and authority to shoot take and kill any beasts or birds of

chase or warren within the said land. And also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of chase or warren within the said land

And the said Edward Stafford Howard doth hereby direct the Lessee to report to the Lessor once at least in every year the proceedings of him the Lessee as Game-keeper and Officer of Her Majesty as aforesaid
Provided Always and it is hereby agreed and declared that if any rent hereby reserved shall be in arrear for twenty days or if there shall be a breach of any of the covenants and agreements hereinbefore contained the Lessor may determine and put an end to the right hereby granted by giving to the Lessee or leaving for him at his usual or last known place of residence in England or on some part of the land hereinbefore described notice of his intention so to do and immediately after the giving or leaving of such notice the grant and appointment hereinbefore contained shall cease and be void.

Provided also and it is hereby further declared and agreed that nothing herein contained shall prejudice or affect the right of the Lessor to manage the timber and underwood growing on the said land and to cut fell and carry away the same at such times and in such manner as he shall think proper nor the right to grant leases or licences to search for and work raise and carry away the mineral substances and coal within or under the land hereinbefore described or any part thereof nor shall prejudice or affect the rights and powers of any person or persons under or by virtue of any leases or licences already granted or hereafter to be granted to enter upon the said land to search for get up and make merchantable and take away the said mineral substances and coal and to make and erect such buildings machinery roads and other works upon the said land or any part thereof as may be necessary for effectually searching for working getting and carrying away the said mineral

substances and coal and to deposit upon the said land spoil and rubbish produced from the working of the said mineral substances and coal and to make and erect such buildings machinery roads and other works upon the said land or any part thereof as may be necessary for effectually searching for working getting and carrying away the said mineral substances and coal and to deposit upon the said land spoil and rubbish produced from the working of the said mineral substances and coal

And it is agreed that the term "Lessor" herein means the Queen's Majesty Her Heirs Successors and Assigns or so long as the reversion of the rights and premises hereby granted is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being by law entitled to the management and direction thereof and that all rights and obligations of the Lessee under these Presents (except under the appointment of Game Keeper hereinbefore contained) 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In Witness whereof the said parties 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 (L.S.) Howard. Stanley Moore (L.S.) Dighton

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 S.W.

Signed Sealed and delivered by the
within named Stanley Moore Wighton in the presence
of;

John Valentine Pearce
Post Office, Newland, Near Coleford, Gloucester.
Post Master.

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;

18th May. 1899.

Maurice Hewlett
Keeper of the Records.

Handwritten initials: N.S. / L.R.A.

Signed, sealed
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Howard in
Handwritten initials

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of March. Licensees must
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Forest of Dean, Whitemead
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ut, sewin, bantling, guinod,
mlet, smoult, smelt, skirling,
blue fin, black tip, fingerling.

known by the names of fry,
last brood, gravelling, shed,
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or taking any of the above fish.

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of Gloucester.
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WYE FISHERY.

BY EDWARD STAFFORD HOWARD, ESQUIRE,

A COMMISSIONER OF HER MAJESTY'S WOODS, FORESTS
AND LAND REVENUES.

I, Edward Stafford Howard, a Commissioner of Her Majesty's Woods
Forests and Land Revenues, do hereby, in consideration of the payment of
£5 5s. grant to Philip Leslie Agnew, Esq.
of 18 Gloucester Square, Hyde Park, London. W.
License to fish for Salmon and all other fish with rod and line in so much of
the River Wye as lies between the Old Garron Mouth and the upper end of
Martin's Pool, subject to the Rules and Regulations printed at the back
hereof: Provided that this License so far as it relates to Salmon Fishing shall
endure only from the 2nd of February to the 1st November, 1899., both days
inclusive, and as regards Trout Fishing from the 2nd March to the 1st October,
1899., both days inclusive, and as regards other fish for such period as they
may legally be taken. IN WITNESS whereof I have hereunto set my hand and
seal this fourteenth day of June 1899.

Signed, sealed and delivered by the
above-named Edward Stafford
Howard in the presence of

(sgd) E. Stafford Howard (L.S.)

(sgd) Chas. E. Howlett,
Office of Woods,
Whitehall Place,
London, S. W.

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K.S.
L.R.P.

PLAN.



RULES for Persons taking out a License from the Crown to Angle for Salmon in the River Wye.

- (1.)—The License is granted over that part of the river which lies between the Old Garrison Mouth and the upper end of Martin's Pool. See sketch plan above.
- (2.)—The Salmon License includes the right to angle for other kinds of fish in their proper seasons, and by legal methods.
- (3.)—No fishing for salmon except with the artificial fly is allowed.
- (4.)—No fishing except fair rod and line angling, no night line or night lobworm fishing is allowed for any kind of fish.
- (5.)—Fishing for trout, otherwise than by artificial fly, is not allowed before the 1st of June.
- (6.)—The season for angling for salmon begins on the 2nd of February and ends on the 1st of November; for trout it begins on the 2nd of March and ends on the 1st of October, all dates inclusive.
- (7.)—No gaff shall be used as an auxiliary to the rod and line before the 15th day of March. Licensees must provide themselves with landing nets instead.
- (8.)—All fish measuring less than six inches in length from the point of the nose to the fork of the tail are to be returned to the water immediately after they are caught, except pike (jack) and eels.
- (9.)—Except by special permission no angling for salmon is permitted before 8 a.m.
- (10.)—Licensees must show their Crown License and Conservancy Board License when requested to do so by any water bailiff or Crown official.
- (11.)—No Licensee may occupy a salmon pool or stream for more than half-an-hour when another is waiting to fish. Precedence must be taken in order of arrival, but one Licensee may fish after another at a distance of not less than 40 yards. In the event of two or more Licensees being at a pool or stream before 8 a.m. they shall draw lots for first turn, but if any one of them had the first turn on that water on the previous fishing day he shall give way.
- (12.)—The License may not be lent or transferred to anyone else.
- (13.)—Every Licensee shall send an accurate report to the Deputy Surveyor of the Forest of Dean, Whitehead Park, Coleford, of all salmon caught by him, giving the date and place and the state of the water, as well as particulars of the fish.
- (14.)—Any Licensee selling his fish or lending his License, or acting contrary to these rules, or violating any Act of Parliament for the preservation of fish or any bye-law of the Board of Conservators of the district, or conducting himself in a manner unbecoming a gentleman, shall be liable to forfeit his License at once at the discretion of the Commissioner of Woods.
- (15.)—No fishing is permitted on Sundays.
- (16.)—The word "Salmon" is to be interpreted as in the Salmon Fishery Acts, 1861 to 1873.

Salmon Fishery Acts, 1861, 24 & 25 Vic., Cap. 109, Sec. 4.

"Salmon" shall include all migratory fish of the genus salmon, whether known by the names hereinafter mentioned, that is to say, salmon, cock or kipper, kelt, laurel, girling, grilse, botcher, blue cock, blue pole, fork tail, mort, peal, herring peal, may peal, pug peal, harvest cock, sea trout, white trout, sewin, buntling, guinod, tubs, yellow fin, sprod, herling, whiting, bull trout, whitling, scurf, burn tail, fry, samlet, smolt, smelt, skirling, or scurling, parr, spawn, pink, last spring, hepper, last brood, gravelling, shed, scad, blue fin, black tip, fingerling, brandling, brondlring, or by any other local name.

"Young of Salmon" shall include all young of the salmon species, whether known by the names of fry, samlor, smolt, smelt, skirling or skarling, parr, spawn, pink, last spring, hepper, last brood, gravelling, shed, scad, blue fin, black tip, fingerling, brandling, brondlring, or by any other name, local or otherwise.

N.B.—Holders of Trout Tickets and Trout Licenses are prohibited from fishing for or taking any of the above fish.

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Dated 14th May 1899

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

&c.,
AND

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(copy)

Articles of Agreement made the

sixteenth day of *June* 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

William Lusty of Western Parkend, brown
Labourer.

(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 *cottage and land situate*
at Western aforesaid containing 17 perches
or thereabouts and more particularly delineated
on the plan hereunto annexed and thereon
coloured red.

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

Enrolled 17th June, 1899. *ERR*

from the *second* ——— day of *May 1899* ———
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of *£4. 4. 0.* ———
 to be paid to *the Deputy Surveyor of Dean Forest*
 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 *August 1899* ——— AND the said tenant
 hereby agrees that he will pay to the Queen's Majesty the said yearly
 rent of *£4. 4. 0.* ——— 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

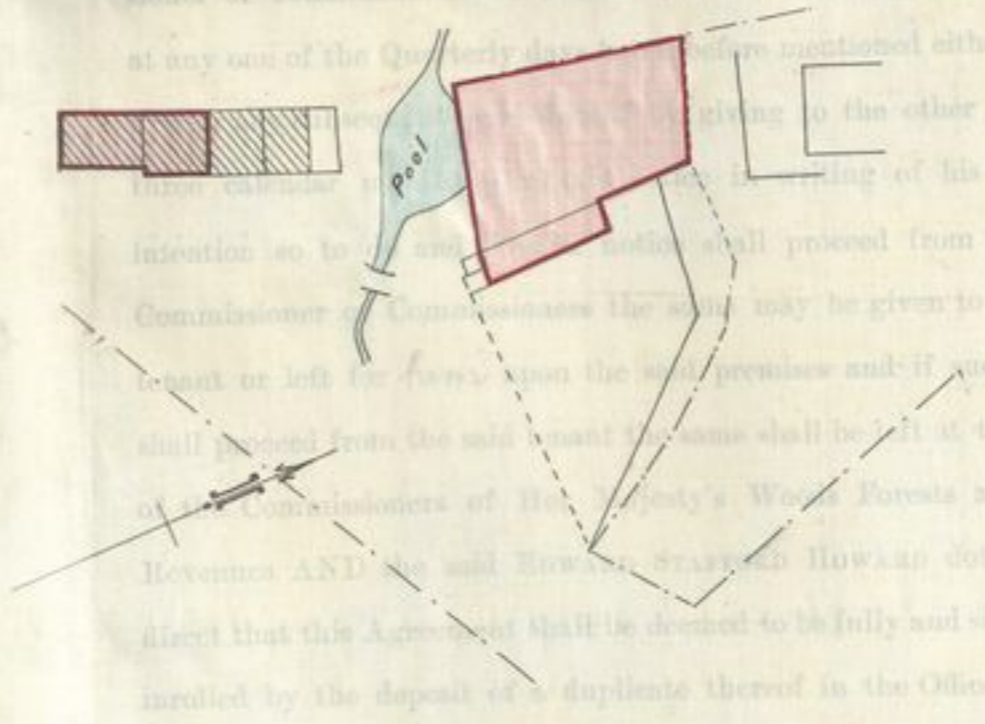
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Signed by
 William
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appoint AND will permit the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinafter mentioned either in the manner hereinbefore provided or in any other manner which may be given to the said Commissioner or Commissioners the same may be given to the said tenant or left for the said Commissioner or Commissioners to determine 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 Revenue 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 By Scale = 1 Chain to an Inch. making an entry of such deposit to the Keeper of the said Records and Instruments IN

Q.O.S. xxxix. 9

NAGSHEAD INCLOSURE



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.

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

Signed by the above-named
William Lutyens
in the presence of

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 inrolled 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.

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

Signed by the above-named
William Lusty
 in the presence of

Dated _____ 18 _____

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

&c.,
AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ _____ per Annum.

W B & L (s) - 7988 - 150.7.98

Edward Howard
20/10

(copy) *R*

Articles of Agreement made the
seventeenth day of May 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 Major
General Bushman, C.B. of Birds nest,
Lyndhurst, New Forest _____
(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 piece of land containing
about 1.0.12 situate in the Parish of Lyndhurst
in the County of Southampton being on the
south side of High Street together with the
messuage and buildings erected thereon
known as "Birds nest" and shewn by pink
colour on the plan hereto attached. _____

_____ ~~let~~ in the
occupation of the tenant _____
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant.

Enrolled 18th May, 1899 *L.P.R.*

Dated

18

from the *twentyfifth* day of *March* 1899
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of *£80*
 to be paid to the *Deputy Surveyor of the New Forest*
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal Quarterly payments on the *24th*
 day of *June* the *29th* day of
September the *25th* day of *December*
 and the *25th* day of *March* in every year
 the first Quarterly payment to be due on the *24th*
 day of *June* 1899. ———— AND the said tenant
 hereby agrees that he will pay to the Queen's Majesty the said yearly
 rent of *eighty pounds*. ———— 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 ^{and substantial} 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 ^{and substantial} 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



Signed by
 EDWARD
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Signed by
Major Gene
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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 premises to execute any works thereon or to place thereon any works or erections.

Sheet 72. 172
Parish of Lyndhurst

IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners for the said tenancy to determine this tenancy on the 25th March 1880 or on the 25th March 1881.

— 25 Inch Ordnance Survey. —

first above written.

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

(sgd) Chas. E. Howlett,
Office of Woods,
Whitehall Place,
London, S.W.

(sgd) E. Stafford Howard.

Signed by the above-named
Major General Bushman
in the presence of

(sgd) Arthur J. Grace,
Lyndhurst,
11, White, Queens House

(sgd) Wm. A. Bushman,

Major General.

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 hereinafore mentioned either in the~~ *on the 25th March 1900 or on the 25th March or 29th September in any subsequent year* ~~first or any subsequent year thereof~~ by giving to the other of them ~~two~~ *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 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 inrolled 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.

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

*(sgd) Chas. E. Howlett,
Office of Woods,
Whitehall Place,
London, S.W.*

(sgd) E. Stafford Howard.

Signed by the above-named
Major General Bushman
in the presence of

*(sgd) Arthur J. Grace,
Lyndhurst,
blesk, Queens House*

*(sgd) Wm A. Bushman,
M. General.*

This Memorandum has been rescinded and superseded by
Memo. dated 6th September 1899. Vide page 247.
For certificate certifying completion of road see Lease Book 22.

Dated 7th June 1899.
Dean Forest
E. Stafford Howard Esq.
a Commr. of Woods &c.
— and —
The Rural District
Council of East
Dean and United
Parishes.
Agreement. —
— Altering Road. —

Memorandum. Whereas it has been agreed between the parties to the within written Agreement which is dated the twenty eight day of December One thousand eight hundred and ninety seven and is made between the within named Edward Stafford Howard of the one part and the within named Council of the other part that the position of a portion of the Ruardean Hill Road shown from G to F on the Plan A annexed to the within written Agreement shall be altered. Now these Presents Witness and the said Edward Stafford Howard as such Commissioner as aforesaid and the said Council hereby mutually agree and declare that the within written Agreement shall be read and shall have effect as if that portion of the Ruardean Hill Road which is coloured red from A to B upon the Plan drawn in the margin hereof had not been coloured red upon the said Plan A and as if the portion of road which is coloured blue from A to B upon the said Plan drawn in the margin hereof had been coloured red upon the said Plan A as a portion of the Ruardean Hill Road AND the said Edward Stafford Howard doth hereby direct that this Memorandum shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Introlments and the filing or making an entry of such deposit by the Keeper of the said Records and Introlments In Witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Council have caused their Common Seal to be hereunto affixed this seventh day of June One thousand eight hundred and ninety nine.

Edward Stafford Howard. (L.S.)

G. H. Rowlinson.

Common Seal Rural
District Council, East Dean
and United Parishes

Presiding Chairman.



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

Chas. E. Howlett.

Office of Woods &c

1 Whitehall Place.

London. S. W.

The Common Seal of the Rural District Council
of East Dean and United Parishes in the County of Gloucester
was herunto affixed at a meeting held on Wednesday
the 7th of June One thousand eight hundred and ninety
nine by G. H. Rowlinson Presiding Chairman in the presence
of M. J. Carter. Clerk.

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

15th June 1899

~~L.R.R.~~

Maurice Howlett.

Clerk of the Records.

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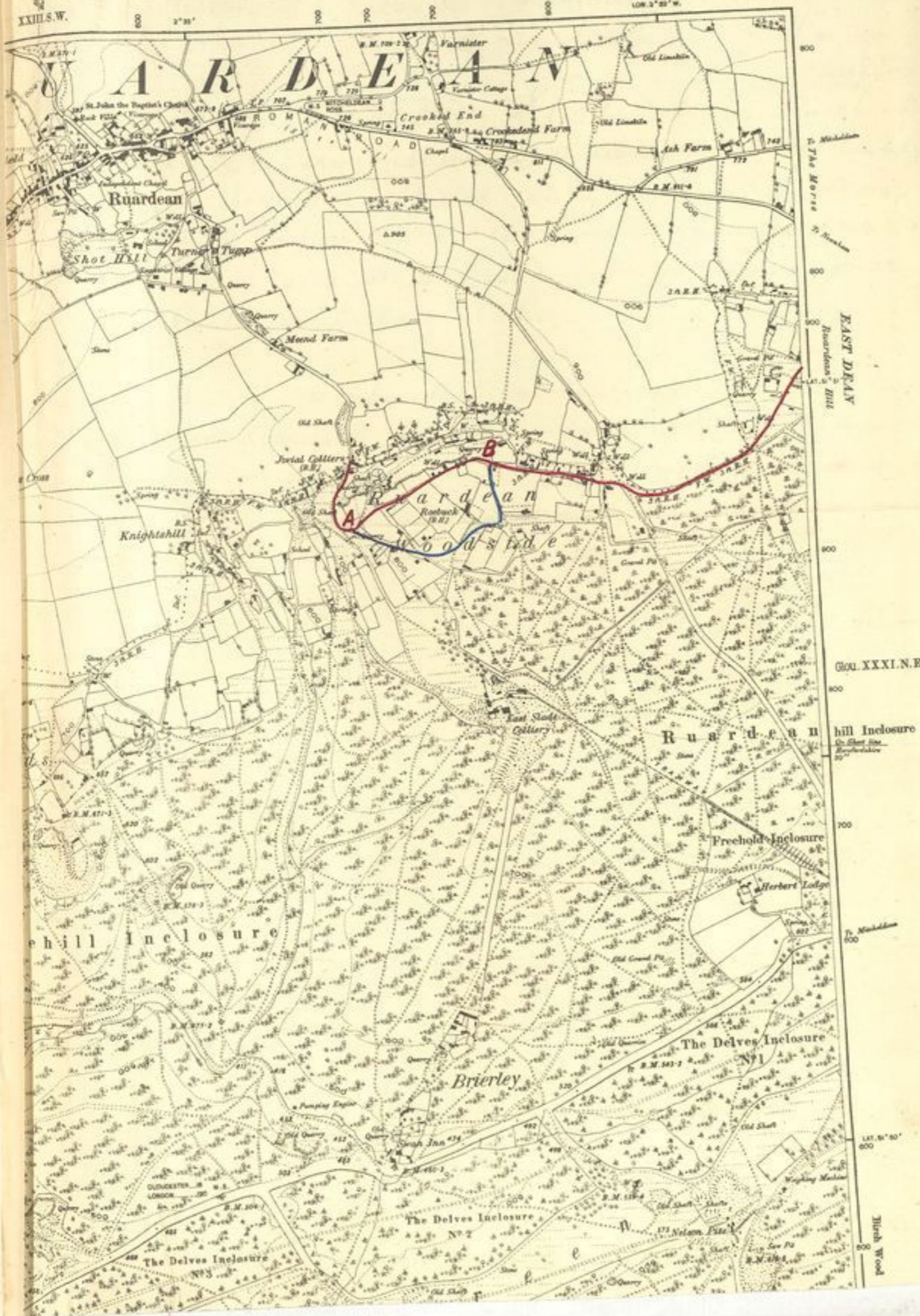
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Gloucestershire. Sheet XXXI. N.W.
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Lease transferred to Dr. W. Colchester Wemyss by deed dated 25/3/09.

160.

Handwritten signature and date: Sued 1847

This Indenture

...enth day of May
...ine Between
Majesty
...d Howard
the Commissioner
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(copy)
Handwritten signature
Articles of Agreement made the
ninteenth day of June 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
Christopher Heseltine, Esquire of Walthampton
Park, Hants.
(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 piece or parcel of land
containing 20 perches situated on the west
side of and adjoining the turnpike Road
from Lyndhurst to Salisbury in the Parish
of Minstead with the messuage or tenement
erected thereon which said premises are
delineated and coloured red and the
dimensions thereof are shown on the plan
hereto attached

_____ lately in the
occupation of Sir George Meyrick _____
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant.

Enrolled 20th June 1899 *J.R.R.*

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from the *first* day of *May 1899*
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of £25. 0. 0.
 to be paid to *the Deputy Surveyor of the New Forest*,
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal Quarterly payments on the *first*
 day of *August* the *first* day of
November the *first* day of *February*
 and the *first* day of *May* in every year
 the first Quarterly payment to be due on the *first*
 day of *August 1899*. AND the said tenant
 hereby agrees that he will pay to the Queen's Majesty the said yearly
 rent of £25. 0. 0. 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 ^{and substantial} 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 ^{and substantial} 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

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Lease transferred to Dr. W. Colchester Wemyss by deed dated 28/3/09.

160.

Handwritten signature: W. Sued

This Indenture made the nineteenth day of May

Between
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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

and Richard
at Coleford in
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shall proceed to the said premises on the 15th day of May 1900 or on the 1st of May 1901

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three calendar months previous notice in writing of his or their
intention so to do and if the said Commissioner or Commissioners shall proceed to the said premises

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Commissioner or Commissioners the same may be given to the said
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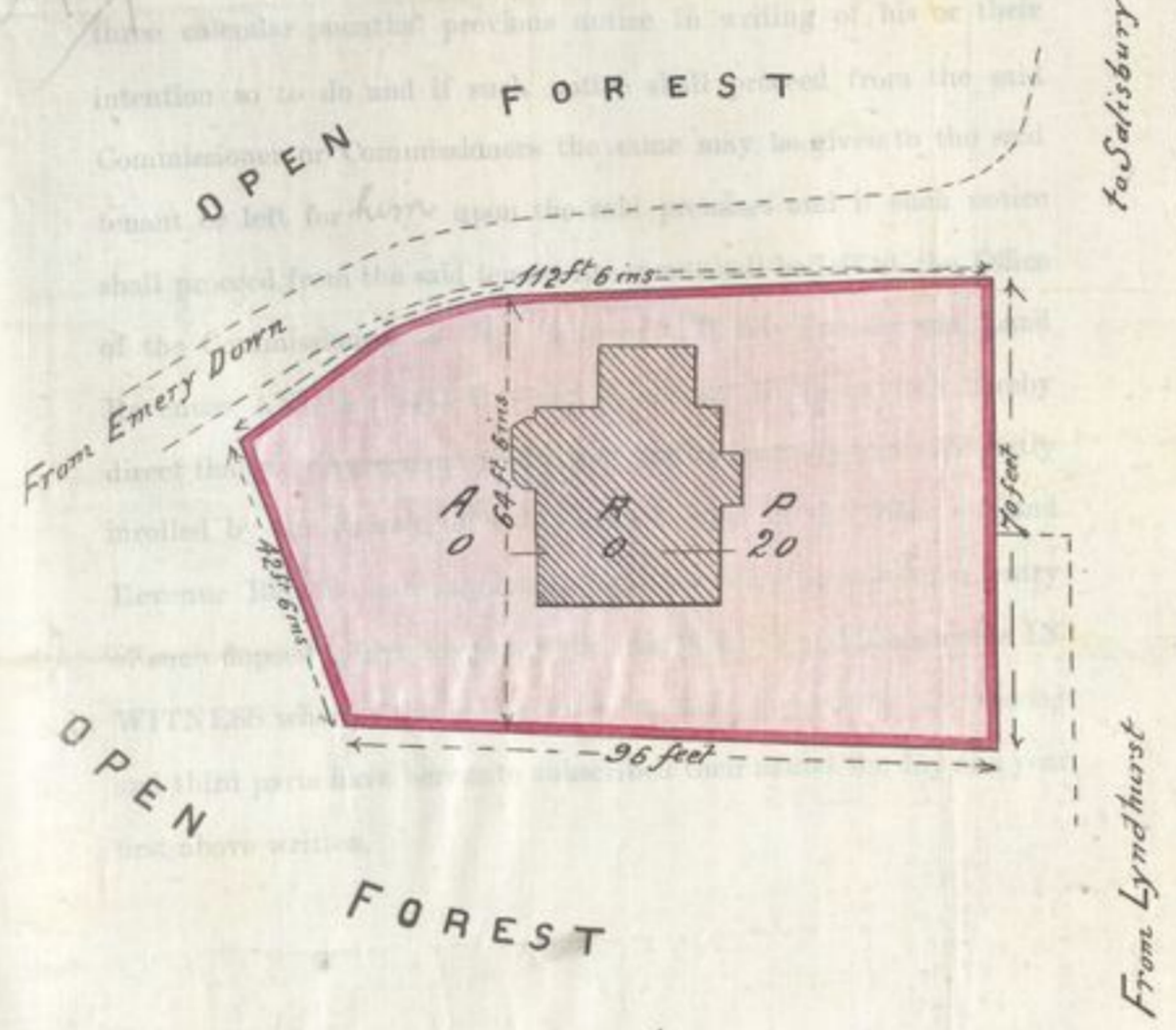
of the said premises

the royalties following
that is to say, A Royalty of Four pence per ton of Two

of the said premises

21/1/14

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Christopher Aseltine

in the presence of

W. L. J. Bonham Carter,
19 High Street,
Portsmouth
Brewery Director

(sgd) Christopher Aseltine

Her Majesty Her Heirs and Successors the royalties following
that is to say, A Royalty of Four pence per ton of Two

Lease transferred to Dr. W. Colchester Wemyss by deed dated 25/3/09.

160.

This Indenture made the nineteenth day of May

in the ninth year of Her Majesty

the said Majesty

Edward the Seventh

and His Majesty

the said Majesty

Richard the Fifth

at Coleford in

the County of Gloucestershire

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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 on the 1st May 1900 or on the 1st of May in at any one of the Quarterly days hereinafter 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.

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

(sgd) Chas. E. Howlett,
Office of Woods &
Whitehall Place
London. S.W.

(sgd) E. Stafford Howard

Witnessed by the above-named

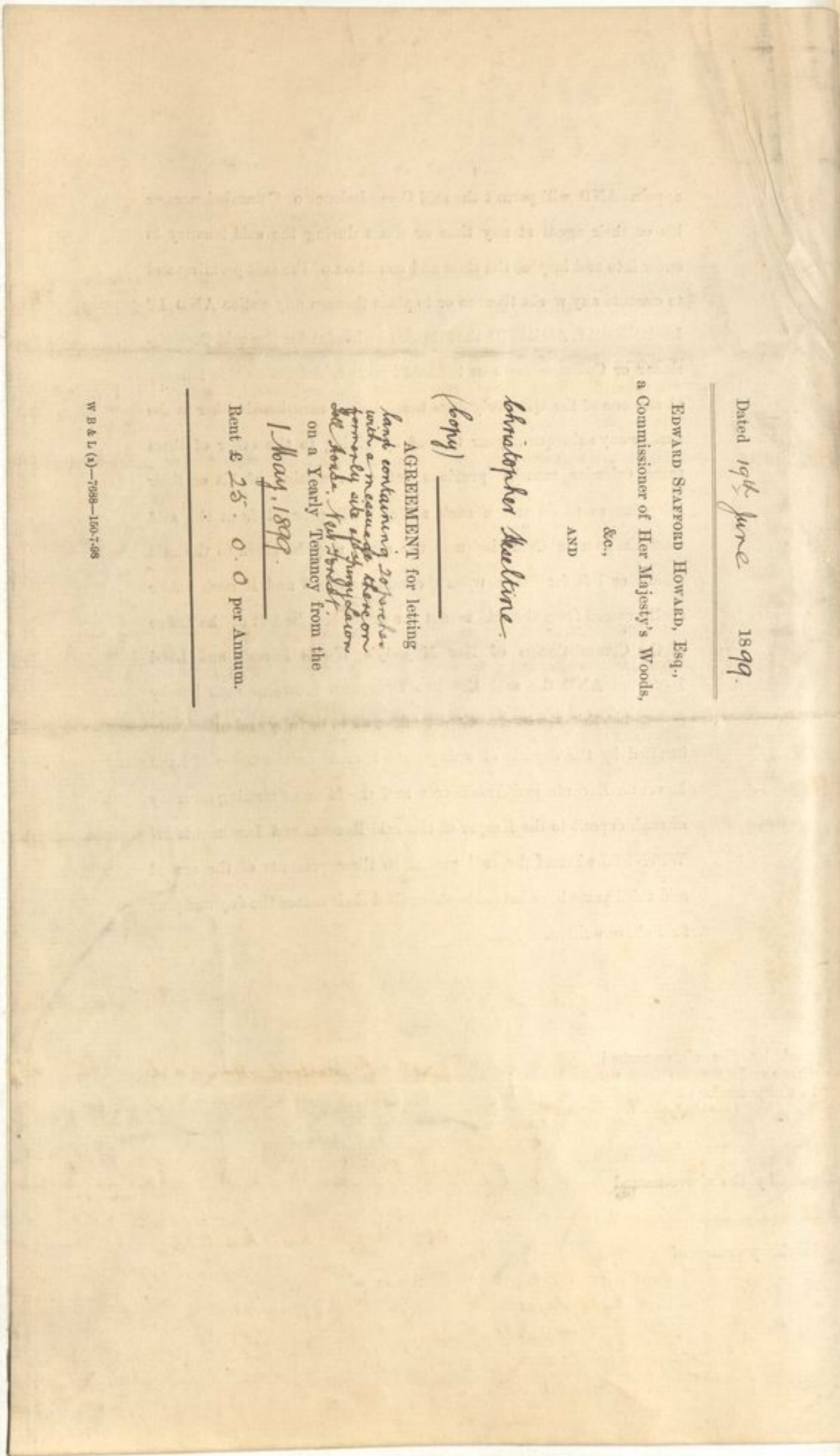
Christopher Heseltine

in the presence of

(sgd) L. J. Bonham Carter,
19 High Street,
Portsmouth
Brewery Director

(sgd) Christopher Heseltine

Her Majesty Her Heirs and Successors the royalties following that is to say. A Royalty of Four pence per ton of Two



Dated 14th June 1899.

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

Ec.,
AND

Christopher Mactine

(copy) _____

AGREEMENT for letting

land containing 20 acres
with a meadow thereon
formerly site of a quarry
at Wood. New Forest.

on a Yearly Tenancy from the

1st May 1899.

Rent £ 25 . 0 . 0 per Annum.

Dated 17th May 1899.

rest of Dean

Stafford Howard Esquire.

Commissioner of Her Majesty's Woods

to Mr. R. D. Payne

Lease.

Quarry Ground

at Howler's Slade

Worcester Walk

joining Quarry

Plot 643.

termining 29th Sept 1897.

Term of Years 15

termines 29th Sept 1912.

Rent.

£ 3-10-0 per ann

Royalty 4^d per ton

or per four

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d 1^d per ton

on Waste.

terminable

within months

Lease transferred to Dr. W. Colchester Wemyss by deed dated 28/3/09.

Handwritten in red ink: Sued 1847-00

Dated 17th May 1899

West of Dean

Stafford Howard Esquire

Commissioner of Her Majesty's Woods

to

Lease

Quarry Ground

Howler's Slade

Worcester Walk

joining Quarry

643

termining 29th Sept 1897

term of Years 15

expires 29th Sept 1912

Rent

3-10-0 per annum

Royalty 4th per cent

or per foot on

the face of stone

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and 1st per ton on Waste

This Indenture made the seventeenth day of May, One thousand eight hundred and ninety nine Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire Gaveler of the Forest of Dean and the Commissioner of Her Majesty's Woods in charge of the hereditaments hereinafter described of the second part and Richard Downes and Payne of Lamb's Quay near Coleford in the County of Gloucester or Quarry Free Miners (hereinafter called "the Lessee") of the third part Witnesseth that in consideration of the rent and royalties hereinafter reserved to Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers in him vested or in anywise enabling him so to do Both demise and lease unto the Lessee his executors administrators and assigns All and singular the quarries veins and beds of stone within all that piece of land situate at Howler's Slade in Worcester Walk in the Forest of Dean and County of Gloucester lying to the West of and adjoining Quarry Numbered 643 and which Quarry ground hereby demised is more particularly delineated and described in the Plan drawn in the margin hereof and thereon edged and To hold the said Quarry veins and beds of Stone hereinafter referred to as "the said Quarry" unto the Lessee his executors administrators and assigns from the twenty-ninth day of September One thousand eight hundred and ninety seven for the term of Fifteen Years determinable as hereinafter mentioned Yielding and Paying therefor unto Her Majesty Her Heirs and Successors the net yearly rent or sum of Three pounds ten shillings on the twenty-ninth day of September in every year the first payment of the said yearly rent of Three pounds ten shillings having become due on the twenty-ninth day of September One thousand eight hundred and ninety eight. And also Paying to Her Majesty Her Heirs and Successors the royalties following that is to say: A Royalty of Four pence per ton of Two

Dated 19th June 1899

1899

thousand two hundred and forty pounds avoirdupois on all wrought and block stone gotten from the said land and sold used or otherwise disposed of or if such wrought and block stone shall be sold used or disposed of by measurement then a Royalty of Four pence for every fourteen cubic feet of such stone. And also a royalty of One penny for every like ton of waste or inferior stone including any stone gotten from the top soil of the said Quarry such royalties to be paid by half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding half year all which said rent and royalties herebefore reserved shall be paid into the hands of the Crown Receiver of Quarry rents for the said Forest of Dean. **Provided** that no royalty shall be payable on so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation herebefore contained to yield a sum equal to the rent payable hereunder for such year. **AND** the Lessee hereby covenants with Her Majesty Her Heirs and Successors in manner following that is to say:-

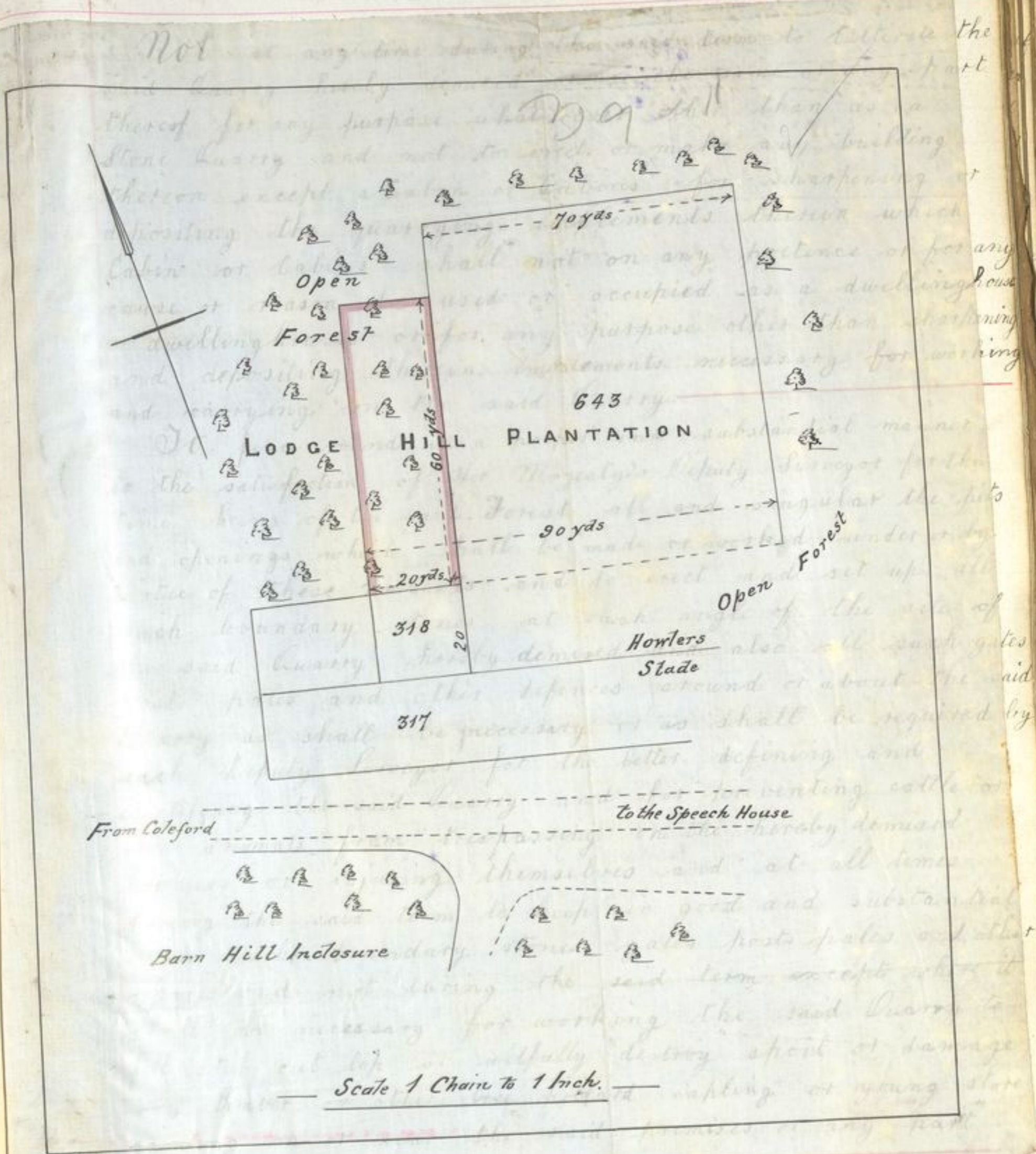
1. At all times during the said term hereby granted to pay unto Her Majesty Her Heirs and Successors the said yearly rent and royalties hereby respectively reserved at the times and in the manner herebefore mentioned for payment thereof, without any deduction or abatement whatsoever.
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises.
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter. 43.

4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a Stone Quarry and not to erect or make any building thereon except a Cabin or Cabins for sharpening or depositing the quarrying implements therein which Cabin or Cabins shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or dwellinghouses or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said Quarry.

5. To fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which shall be made or worked under or by virtue of these Presents and to erect and set up all such boundary stones at each angle of the site of the said Quarry hereby demised and also all such gates posts pales and other defences around or about the said Quarry as shall be necessary or as shall be required by such Deputy Surveyor for the better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term except where it shall be necessary for working the said Quarry to fell stub cut top or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof

6. To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Forest.

7. To keep legible books of account with correct entries of the quantities of the stone gotten and of the persons to or by whom and the times and prices (if any)



It work manage and carry on the said Quarry
 in a fair workmanlike and proper manner to the
 satisfaction of such Deputy Surveyor as aforesaid and
 according to the best method of working Quarries of the
 like nature in the said Forest.

7. To keep legible books of account with correct
 entries of the quantities of the stone gotten and of the
 persons to or by whom and the times and prices (if any)

at and for which the same shall be sold used or disposed of specifying and distinguishing in such accounts the block or wrought stone from the waste or inferior stone with the respective royalties per ton 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. —

8. 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 and the twenty ninth day of September 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 (specifying and distinguishing as aforesaid) of the quantity of the stone which during the preceding half year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been 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 and prices (if any) at or for which the same respectively shall have been sold used or disposed of every such account being if required first verified in writing under the hand of 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 Quarry distinctly shewing the course and extent thereof and also to keep a like plan and measurement at the Quarry or works or at the Office belonging thereto and permit the Lessor and his Agent at all times to inspect the same.

9. That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry 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 and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the Lessor's intention so to do.

10. To pay the Lessor on demand the value of all wood timber or other trees taken by the Lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be conclusive and binding upon the Lessee and also to make reasonable and fair compensation 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 on account of any such injury or damage.

11. At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects **Provided always** that if the said rent or royalties heretofore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in any of the

covenants conditions or agreements in these Presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinafter mentioned which on the part of the Lessee are or ought to be observed or performed. Or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or he shall be arrested for debt and confined in prison for fourteen days then and in any of such cases it shall be lawful for the Lessor into and upon the said demised premises or any part thereof in the name of the whole to re-entire and the same premises to have again as in his former estate **Provided always** and it is hereby agreed that in the event of the said Quarry being worked out it shall be lawful for the Lessee to determine the term hereby granted on the twenty-ninth day of September in any year thereof by giving to the Lessor six calendar months previous notice in writing of such purpose and intent and such notice may be left at the Office of the Commissioners of Woods in London **And it is hereby 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 intelled by the deposit of a duplicate thereof in the Office of Land Revenue and the filing or making lan. entry of such deposit by the Office of the said Records & Inrolments **W. W. W. W.** 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 (L.S.) Howard. R. J. (L.S.) Payne.

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

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

Signed Sealed and delivered by the within named Richard Townsend Payne in the presence of,

E. Pochett.
Milkwall.
Near Coleford.
Clerk.

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

23rd May, 1899.

Maurice Howlett.
Keeper of the Records.

20 L.R.R.

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