

Highmeadow Estate.
File 931.

F. 772.

Office of Woods etc.
1 Whitehall Place
London S.W.
15th April. 1899.

Landing Stages on
River Wye.

Highmeadow Estate.
File 931.

Landing Stages.

W. H. Jones.
O. Williams
J. Garrett.
W. Gardiner.
E. Gardiner.

Permission
to each to place
floating Landing
Stage on River.

15th April 1899.

With reference to your application of the 19th January last, addressed to the Deputy Surveyor of the Forest of Dean, for permission to erect a landing stage for boats on the South Station side of the River Wye at Symonds Yat I am directed by Mr. Stafford Howard to inform you that 5 sites measuring ten yards in length will be set out by the Deputy Surveyor, 3 above and 2 below Mr. Harris' landing stage, and the stations will be decided by lot and I am to state that he is willing to grant you permission to make and maintain a landing stage for boats on one of those sites, so far as the Crown can grant the same, upon the following terms and conditions, viz:—

1. An acknowledgement of 10^{/-} per annum is to be paid to the Deputy Surveyor during the continuance of this permission the first payment to be made on the acceptance thereof and subsequent payments on the 5th April each year.
2. Nothing is to be done which will prejudice or obstruct the navigation of the River.
3. This permission is to be revocable at any time and in the event of it being withdrawn you are within a month of such withdrawal to clear away the landing stage and its appurtenances, and if so required, make good the banks of the River to the satisfaction of the Deputy Surveyor.
4. The boatmen using the landing stage under your license must be competent men and must be

B

careful not to cause annoyance to any one, they must not interfere with boatmen using any other stages licensed by the Crown and must conform with any bye laws or regulations that may be issued by the Local Authority or Authorities for regulating boatmen plying for hire on the River Wye.

5. If any complaints are made of any breach of these conditions, or the Bye laws referred to above, and are found upon inquiry to be true the License will be liable to be immediately forfeited and probably would not be renewed.

If you accept these terms I am to request that you will be good enough to date, sign, and return the enclosed letter.

I am,

Sir,

Your Obedient Servant.

(Signed) Chas. B. Stableforth.

Mr. W. H. Jones.

Ross Villa. Symonds Yat. Ross

Mr. Oliver Williams

Rock Cottage. Symonds Yat. (18. Jan. last).

Mr. James Jarrett. Symonds Yat (18 Jan. last)

Mr. William Gardiner. Wye Lodge Symonds Yat (19th Jan. last)

Mr. Edwin. Gardiner. Glen Wye Symonds Yat. (20th Jan. last)

No. F. 772.

April. 1899.

File. 931.

Sir,

Highmeadow Estate.

I beg to accept your offer dated 15th April for permission to erect a landing stage for boats in or upon the River Wye on a site at Symonds Yat to be set out by the Deputy Surveyor of the Forest of Dean, and I agree to pay the annual acknowledgement and to observe the conditions therein specified.

I am, Sir, Your Obedient Servant.

W. H. Jones.

Oliver Williams ^{his} + mark.

James Jarrett

William Gardiner.

Mr. E. Gardiner.

E. Stafford Howard. Esq.

469

D. 1439.

Office of Woods
1 Whitehall Place
London, S.W.
13th June 1899.

New Forest.
File 4173⁴.

Easements.

Sir.

New Forest.
File 4173⁴.

R. J. Price

Permission to make
and maintain an
approach road.

Easements

13th June.
1899

The Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard that you desire permission to make and maintain an approach road over the Crown waste of the Forest to a cottage and land belonging to you at Bank in the direction shown by a red chain line on the enclosed tracing and I am directed by Mr. Stafford Howard to inform you that he is willing to give you permission to make and during the pleasure of this Department to maintain the above mentioned road subject to the payment of an acknowledgment of 5/- per annum.

This acknowledgment will be payable in advance on the 5th April in each year, after the first year, during the continuance of this permission the first payment for the period to 5 April 1900 to be made to the Deputy Surveyor at once.

If you desire to accept these terms you will be good enough to date, sign, and return to this Office the enclosed letter and pay the sum of 5/- to Mr. Lascelles I am, etc.

(Signed) Chas. B. Stableforth.

R. J. Price, Esq. M.P.

D. 1439.

104 Sloane Street
June 1899.

Sir.

New Forest
File 4173⁴.
Easements.

I beg to accept the offer contained in your letter of the 18th Instant of permission to make and maintain during the pleasure of your Department an approach

Mr. J. W. ...
The Admiralty
and ...
Mr. Stafford Howard
Commissioner
of Woods &c.
Agreement
for supply of
water at Broy
Harbour.

road as shown on the tracing accompanying your letter and I agree to observe the conditions and pay the acknowledgment therein specified.

I am, etc.

Robert. J. Price.

E. Stafford Howard Esq.

30th May

1899

Alderney

The Admiralty

and

E. Stafford Howard Esq.

Commissioner

of Woods &c.

Agreement

for supply of

water at Braye

Harbour.

Articles of Agreement made the thirtieth day of May, 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 (hereinafter called "the Admiralty") of the one part and Edward Stafford Howard Esquire the Commissioner of Woods in charge of the land revenues of the Crown in the Isle of Alderney on behalf of Her Majesty of the other part.

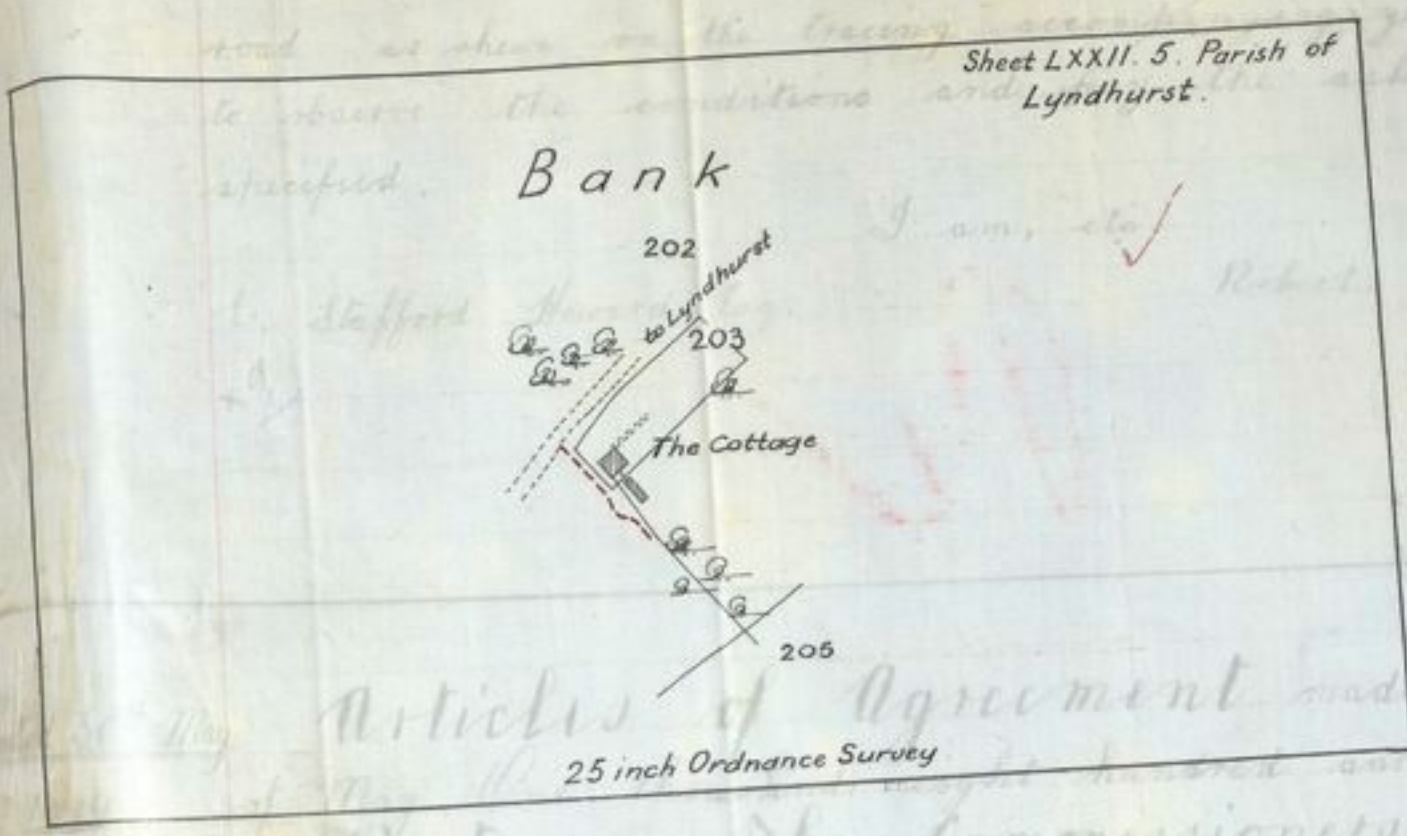
Whereas the Admiralty have control of a supply of water near to Braye Harbour in the Isle of Alderney and it has been arranged that the Admiralty shall supply water therefrom to the Crown at Braye Harbour upon the terms and conditions hereinafter appearing It is hereby agreed as follows that is to say:-

1. The Commissioners of Woods having made a connection with the water under the control of the Admiralty for the purpose of supplying water for flushing purposes to a Latrine erected on the old quay at Braye Harbour for the use of the workmen engaged there and of the Sailors and others frequenting the Harbour and for drinking purposes such supply of water shall be registered by a meter which has been fixed and is hereafter to be maintained to the satisfaction of the Admiralty.

2. Such supply of water shall be conditional upon the requirements of the Admiralty and shall be liable to be discontinued at any time if found necessary by the Admiralty.

3. All water used by the Commissioners of Woods shall be registered by meter and the present meter as now fixed shall either be removed to a point where the Commissioners of Woods pipe leaves the Admiralty main or an additional

Woods.
Lehall Place
don. S. W.
1879.



your letter and I agree
to the acknowledgment therein

Robert J. Price.

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Articles of Agreement made the thirtieth day
of the month of September
ninety nine
Between the Commissioners for executing
the Office of Lord High Admiral of the United
Kingdom of Great Britain and Ireland (hereinafter
called "the Admiralty") of the one part and Edward Stafford
Commissioner of Woods in charge of
the Crown in the Isle of Alderney on
the other part.

M. Hinds

Agreement
for supply of
water at Braye
Harbour.

the Admiralty have control of a supply of
water at Braye Harbour in the Isle of Alderney and it has
been agreed that the Admiralty shall supply water therefrom
upon the terms and conditions
It is hereby agreed as follows that is to

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with the water under the control of the Admiralty for the purpose
of supplying water for flushing purposes to a Latrine erected on
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engaged there and of the Sailors and others frequenting the
Harbour and for drinking purposes such supply of water shall
be registered by a meter which has been fixed and is
hereafter to be maintained to the satisfaction of the Admiralty.
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requirements of the Admiralty and shall be liable to be discontinued
at any time if found necessary by the Admiralty.
3. All water used by the Commissioners of Woods shall
be registered by meter and the present meter as now fixed
shall either be removed to a point where the Commissioners
of Woods pipe leaves the Admiralty main or an additional

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s. Lascellas

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Street
1899.

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maintain
through

meter shall be fixed on any pipe conveying water from the Admiralty main for the use and service of the Commissioners of Woods. Such meter shall at once, be either so removed or fixed to the satisfaction of the Officer in charge of Works.

- 4 The Commissioners of Woods shall pay to the Admiralty for the use of the water at the rate of sixpence per one thousand gallons as shown by meter.
- 5 All expenses incidental to the carrying out of this Agreement shall be borne by the Commissioners of Woods.
- 6 This Agreement may be rescinded at any time by either party thereto.

In Witness whereof the said Commissioners and the said Edward Stafford Howard have hereunto set their hands and seals the day and year first above written:-

E. Stafford Howard (L.S.)

Signed Sealed and delivered
by the above 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 Vice Admiral Lord Walter Dalrymple
Kerr, K. C. B. and Rear Admiral
Arthur William Moore C. B., C. M. G.
two of the Commissioners for
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

Walter J. Kerr (L.S.)

A. W. Moore (L.S.)

These easements were formerly held by Hon. A. Campbell. see
Woods Lease Book 20. P.

172.

D. 1123.

R

Office of Woods,

1 Whitehall Place,

London, S.W.

12th May 1899.

Sir,

Highmeadow.

File. 4931.

I am directed by Mr. Stafford Howard to acknowledge
the receipt of your letter of the 3rd Instant and to state that he grants
you permission during the pleasure of this Department:-

1. To maintain the footway and steps on the Bank of the
River Wye at Symonds Yat in the position indicated by red
dotted lines on the tracing enclosed herewith and also, so
far as the Crown can grant the same, permission, to place
a floating stage for boats on the river opposite the termination
of such pathway.

2. To maintain the line of water pipes in Crown land between
the points A and B in the direction shown by black
dotted lines on the enclosed tracing and permission, to use
and maintain a footpath over Crown land between the points
C and D shown also by black dotted lines:- upon the
following terms and conditions:-

Permission No. 1.

- A. No fence of any description is to be erected on the strip
of land over which the footpath has been made.
- B. Nothing is to be done which will prejudice or obstruct
the Navigation of the River.
- C. In the event of this permission being withdrawn you are
within a month of such withdrawal to clear away the landing
stage and its appurtenances and if so required to make good
the bank of the River and restore the land over which the
footpath has been made to its original state to the satisfaction of the
Deputy Surveyor.

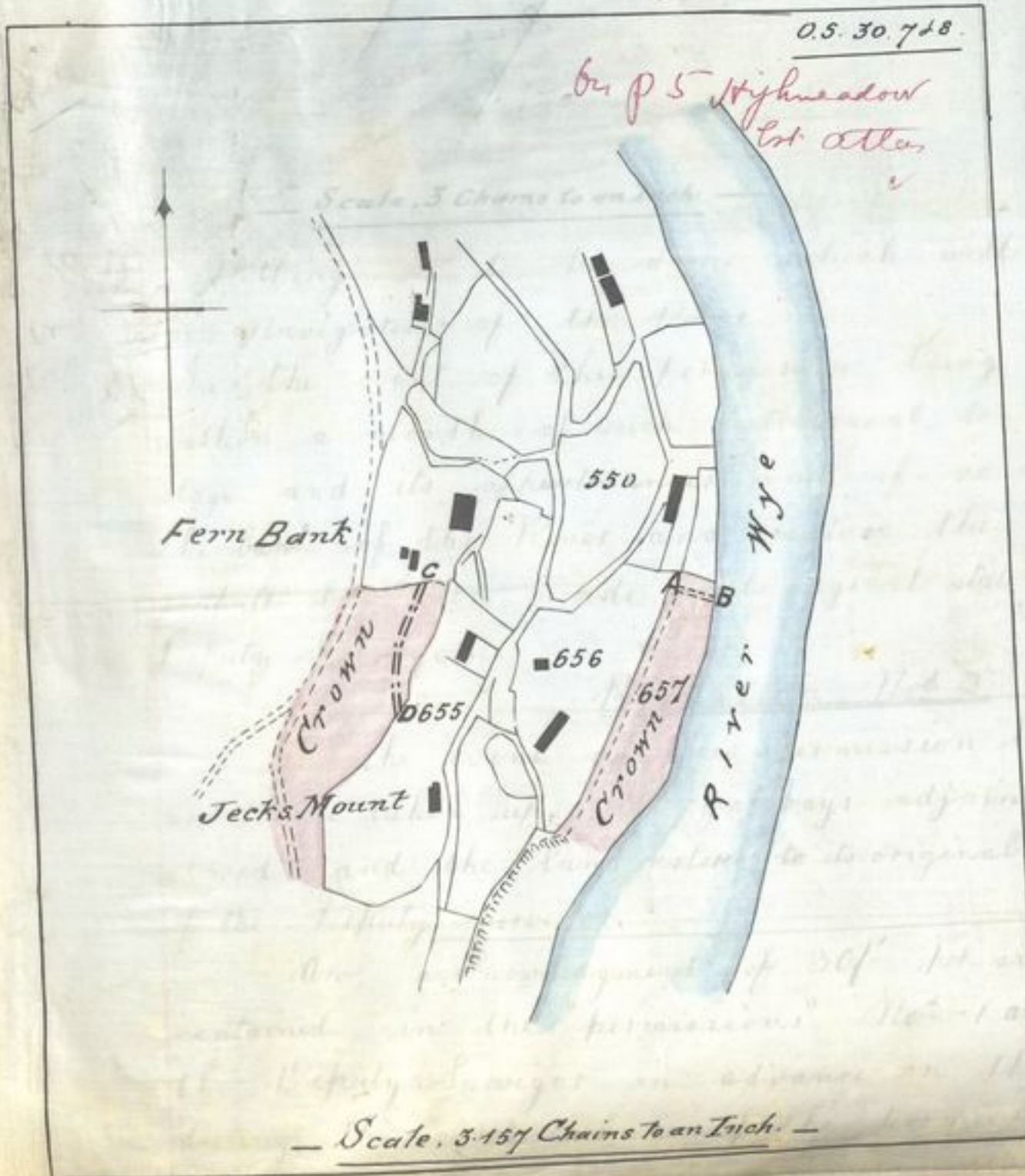
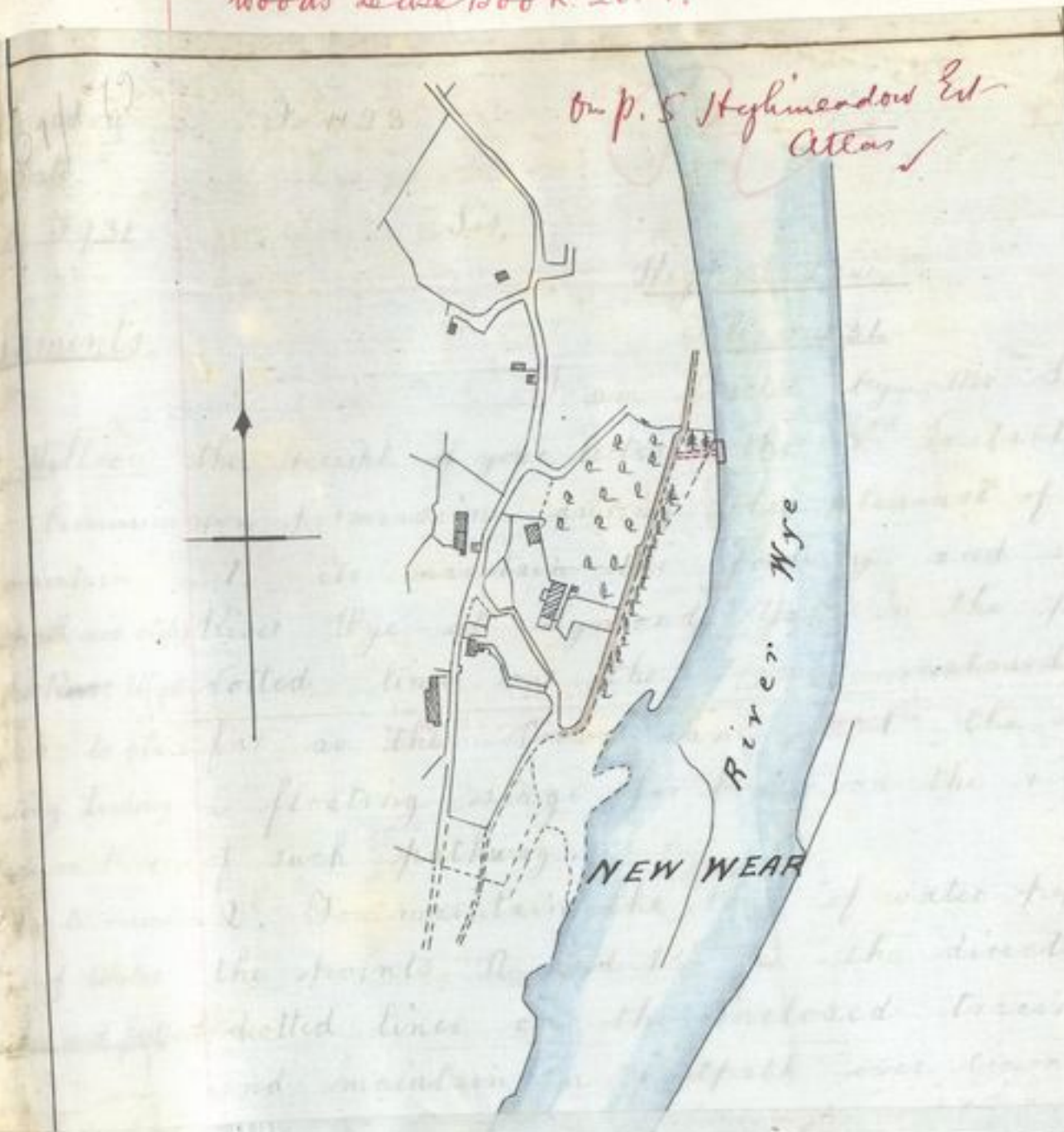
Permission No. 2.

In the event of this permission being determined the pipes
are to be taken up, all gateways adjoining the Crown boundary
closed and the land restored to its original condition to the satisfaction
of the Deputy Surveyor.

An acknowledgment of 30/- per annum for all the easements
contained in the "permissions" No. 1 and 2 is to be paid to
the Deputy Surveyor in advance on the 5th April in each year
during the continuance of the permissions.

These easements were formerly held by Hon. A. Campbell. see
Woods Lease Book 20. P.

172.



Office of Woods,
1 Whitehall Place,
London, S.W.
12th May 1897.

Howard to acknowledge
to state that he grants
Department :-

on the Bank of the
position indicated by red
with and also, so
permission, to place
opposite the termination

Crown land between
shown by black
and permission, to use
between the points
lines :- upon the

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prejudice or obstruct

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to the satisfaction of the

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the Crown boundary

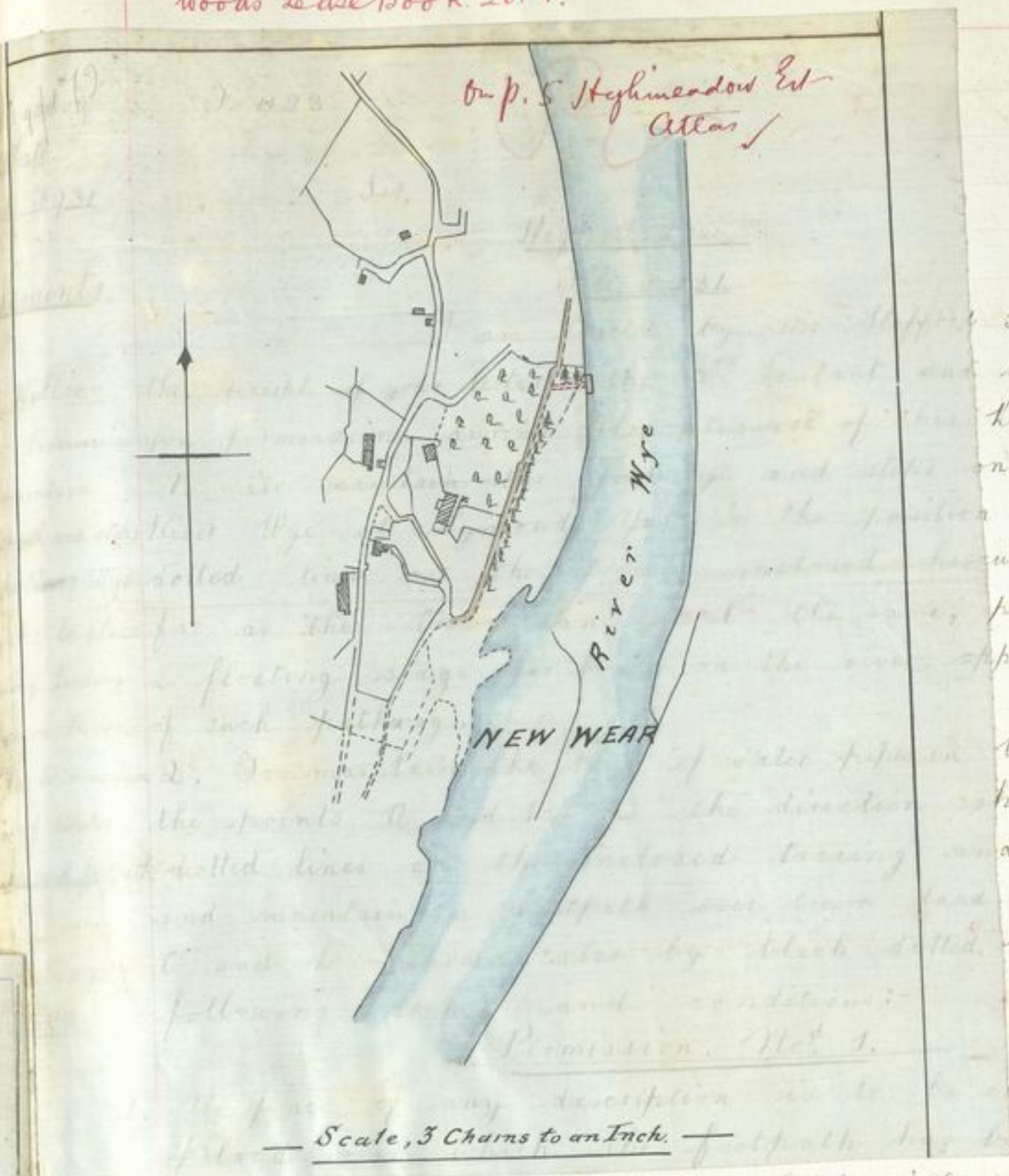
to its original condition to the satisfaction

for all the easements
is to be paid to

April in each year

These easements were formerly held by Hon. A. Campbell. see
Woods Lease Book R. 20. R.

192.



Office of Woods,
1 Whitehall Place,
London, S.W.
12th May 1899.

Howard to acknowledge
to state that he grants
Department:-

on the Bank of the
indicated by red
with and also, so
permission, to place
opposite the termination

Crown land between
shown by black

and permission, to use
between the points
lines:- upon the

erected on the strip
been made.

- B. Nothing is to be done which will prejudice or obstruct
the Navigation of the River.
- C. In the event of this permission being withdrawn you are
within a month of such withdrawal to clear away the landing
stage and its appurtenances and if so required to make good
the bank of the River and restore the land over which the
footpath has been made to its original state to the satisfaction of the
Deputy Surveyor.

Permission No. 2.

In the event of this permission being determined the pipes
are to be taken up, all gateways adjoining the Crown boundary
closed and the land restored to its original condition to the satisfaction
of the Deputy Surveyor.

An acknowledgment of 30th per annum for all the easements
contained in the "permissions" No. 1 and 2 is to be paid to
the Deputy Surveyor in advance on the 5th April in each year
during the continuance of the permissions.

If you have not already paid the acknowledgment for this Year I am to request that you will remit the amount to the Deputy Surveyor at an early date.

I am, etc.

(Signed) Chas. L. Howlett.

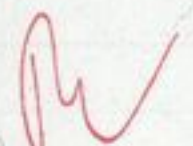
M. Hillson Esq.

The Bangslow.
Symonds Yat. Hereford.

F. 1306

Dean Forest.
File F. 944.

Sir,


Dean Forest.
File F. 944.
Easements.

Office of Woods.
1 Whitehall Place.
London, S. W.
29th May 1899.

Easements.

A. L. Hythens.

— Permission to erect hoarding for advertising in Commercial Street —
— Cinderford —

Mr Baglis the Deputy Surveyor of the Forest of Dean has reported to Mr. Stafford Howard that you desire to obtain permission to erect a hoarding for advertising purposes in Commercial Street, Cinderford; and I am directed by Mr Howard to inform you that he is prepared to consent to the erection and maintenance of a hoarding in accordance with the sketch design and block plan which you furnished to the Deputy Surveyor upon the following terms and conditions viz:—

29th May
1899.

1. The rent for the period to the 5th April 1900 is to be £1.10.0 payable on the acceptance of this offer to the Deputy Surveyor and at the end of that period the question of the amount of rent is again to be reconsidered.
2. One or two openings are to be left in the hoarding for the purpose of the Local Board Carts getting to the Quarry in the rear for tipping dry rubbish therein.
3. During the continuance of the permission the hoarding and the ground surrounding it must be kept tidy to the satisfaction of the Deputy Surveyor.
4. No Advertisements considered by the Deputy Surveyor to be objectionable are to be exhibited on the hoarding and it is to be kept well back from the Street.
5. The permission may be determined by the Commissioner of Woods for the time being by one months previous notice at any time and in the event of its being so determined you are to clear away the hoarding, restore the ground, and fence in the

New Forest
File 4177

General Public
— Permission to erect a line of Telegraph Poles from Hatchet Gate to Bullhills Beaulieu —
23rd May
1899.

quarry to the satisfaction of the Deputy Surveyor.
If you desire to accept these terms you will be good enough
to date, sign, and return to this Office the enclosed letter
and pay the sum of £1.10.0 to Mr Baylis.

I am, etc.,
(Signed) Chas E. Howlett.

Mr. A. E. Ryhins.
Cinderford Gloucester.

No. F. 1306

Cinderford.
1st June 1899.

File 944¹

Sir,

Dean Forest.
Excavations.

I beg to accept the offer contained in your
letter of the 29th ultimo of permission to erect and maintain a
hoarding for advertising purposes as shown by the sketch
design and block plan furnished by me to the Deputy
Surveyor and I agree to observe the conditions and pay
the acknowledgment specified in the above mentioned letter.

I am, etc.,
Alfred. E. Ryhins.

trading as
The Dean Forest Bill Posting Company.

L. Stafford. Howard Esq.

1265

Office of Woods.
1 Whitehall Place.
London. S. W.
23rd May 1899.

New Forest.
File 4177

Sir,

New Forest.

File 4177

Telegraph Poles.

General Post Office.
Permission

to erect a line
of Telegraph
Poles from
Hatchet Gate
to Bullhill
Beaulieu

With reference to Mr J. Ardton's letter of the 9th
Instant, No. 173, 341, respecting the erection of a line of Telegraph
Poles from Hatchet Gate to Bullhill, Beaulieu, I am directed by
Mr. Stafford Howard to point out that the first six poles south
of Hatchet gate do not appear to affect Crown property and as
to the remainder, which are to be placed on Crown property,
I am to state that he is prepared to give his permission
for the erection and maintenance of the proposed line

23rd May
1899.

of poles and stags, so far as they affect Crown property upon payment of a yearly acknowledgment of 2/6 the first payment to be made on the receipt of this letter and subsequent payments on the 5th April annually to the Deputy Surveyor of the New Forest Crown House, Lyndhurst.

Mr Howard's consent is given on the understanding that any damage done to Crown property is to be made good, that the Department may withdraw its consent at any time at three months notice and special care should be taken that no trees are injured.

On your signifying the assent of the Postmaster General to these terms the necessary instructions will be given to the Deputy Surveyor.

I am, etc.,

(Signed) Chas. B. Stableforth.

The Secretary

General Post Office.

Registered No. 172341

General Post Office,
London.

Sir,

6th June 1899.

With reference to Mr Stableforth's letter of the 23rd Ultimo, No. 8.1265. File 8.4177, I am directed by the Postmaster General to acquaint you for the information of the Commissioners of Woods etc. that he accepts the terms attached to their consent for the erection of a line of Telegraph Poles from Hatchet Gate to Bullhill, Beaulieu.

It has been noted that the first six poles south of Hatchet Gate, do not affect Crown property.

I am, etc.,

H. S. Carey

for the Secretary.

Stafford Howard Esq.

5 brick gates have been added
without payment of an additional
acknowledgment See 72192 on 16/7/30

New Forest

Easements

A.H. Clough

Permission

to maintain

certain tracks

following easements

to lay down

line of pipes

thereat

and main - D.

the same about

on Crown waste

with approaches

thereto over the waste.

In reply I am directed

by Mr Stafford Howard

to inform you

that he is willing

to give you permission.

1. To repair and during the pleasure of this Department to maintain Camp Lane and the track leading thereto between the points A-C and also to lay and maintain subject to like conditions a line of pipes under and across Camp Lane as shown by a black line between the points x-x on the plan A sent herewith.
2. To make and during the pleasure of this Department to maintain two gates in the positions shown by the letters B and C on the plan "B" sent herewith with approaches thereto across the waste of the Forest in the directions shown by red lines on the plan.

This permission to be subject to the payment of an acknowledgment of 7/6 in the first case and £1 in the second both payments to be made to the Deputy Surveyor on the acceptance of these terms and similar sums to be paid on the 5th April in each future year during the continuance of each permission.

In the event of additional buildings being erected in future the amount of the acknowledgment in the second case will be reconsidered.

The pipes to be laid to the satisfaction of the Deputy Surveyor and all damage done to Crown property in the laying, repairing, and removing of the same to be made good to the like satisfaction.

The gates to be removed in the event of the permission being terminated and the fences to be made good.

If you accept the terms you will be good enough to return the enclosed form of letter signed and dated and pay the sum

Office of Woods,
Whitehall Place,
London. S.W.
5th May 1899.

R

New Forest.

File No. 4173 1/2

Mr Lascelles the Deputy Surveyor has reported

to Mr Stafford Howard your application for the grant of the

certain tracks following easements.

Permission to repair Camp Lane and a Forest track leading

thereto at the western end and to lay a line of pipes thereunder.

Permission to make two gates in the fences of your property where they

cross the waste with approaches thereto over the waste.

In reply I am directed by Mr Stafford Howard to inform

you that he is willing to give you permission.

To repair and during the pleasure of this Department to maintain

Camp Lane and the track leading thereto between the points A-C and

also to lay and maintain subject to like conditions a line of

pipes under and across Camp Lane as shown by a black line

between the points x-x on the plan A sent herewith.

To make and during the pleasure of this Department to

maintain two gates in the positions shown by the letters B and

C on the plan "B" sent herewith with approaches thereto

across the waste of the Forest in the directions shown by red

lines on the plan.

This permission to be subject to the payment of an acknowledgment

of 7/6 in the first case and £1 in the second both payments to

be made to the Deputy Surveyor on the acceptance of these terms

and similar sums to be paid on the 5th April in each future year

during the continuance of each permission.

In the event of additional buildings being erected in future

the amount of the acknowledgment in the second case will be

reconsidered.

The pipes to be laid to the satisfaction of the Deputy

Surveyor and all damage done to Crown property in the

laying, repairing, and removing of the same to be made

good to the like satisfaction.

The gates to be removed in the event of the permission being

terminated and the fences to be made good.

If you accept the terms you will be good enough to return

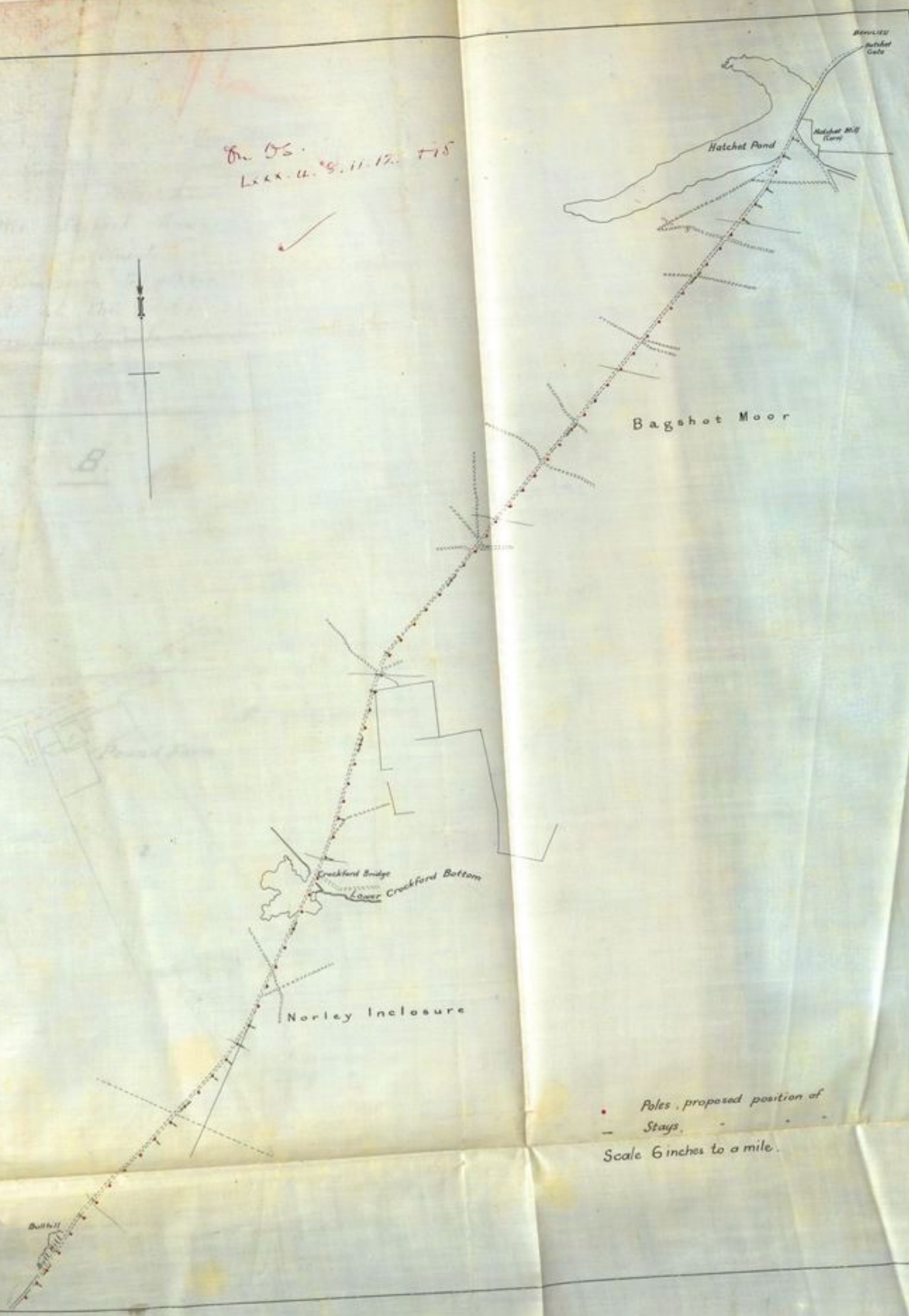
the enclosed form of letter signed and dated and pay the sum

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 receipt of
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 poles south of
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*22 poles have been added
 and of four additional
 See Paper 1093^b*

176

*Dr. Os.
 LXXXII. 9. 11. 12. 715*



• Poles, proposed position of
 — Stays
 Scale 6 inches to a mile.

176

5 wicket gates have been added
without payment of an additional
acknowledgment See 7492 m 1193

New Forest

Easements

A. H. Clough

Permission

to maintain

to lay down

line of pipes

and main - 2.

Sir,

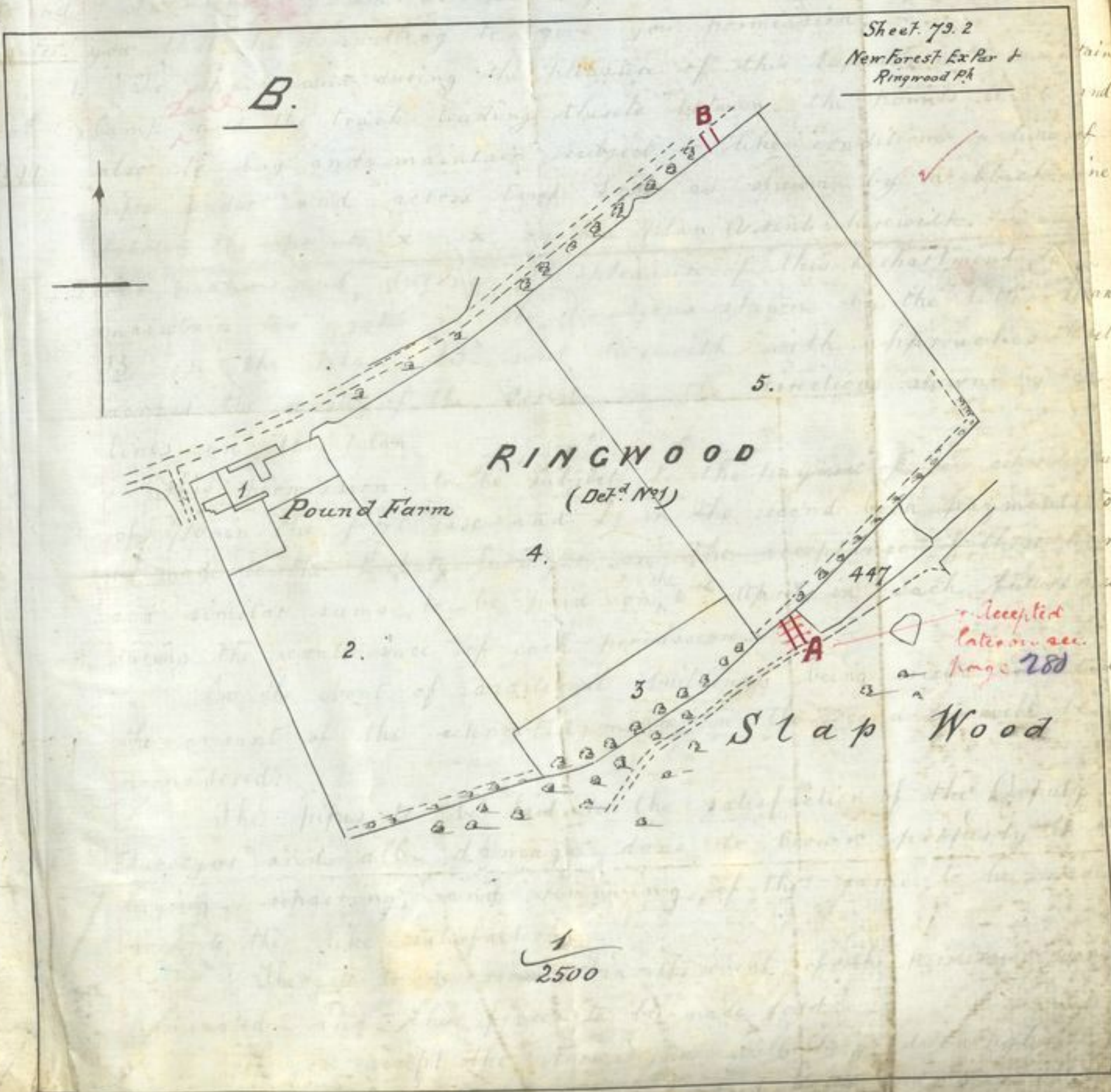
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New Forest.

File No. 4173 1/2

Office of Woods,
Whitehall Place,
London. S. W.
5th May 1899.

Mr. Lascelles the Deputy Surveyor has reported
your application for the grant of the
certain tracks following easements.
Permission to repair Camp Lane and a Forest track leading
to the western end and to lay a line of pipes thereunder.
Permission to make two gates in the fences of your property where they
cross the waste



1/2500

of £1.7.6 to the Hon. G. W. Lascelles, Queen's House, Lyndhurst.

I am, etc.,

(Signed) Chas. C. Howlett.

A. H. Clough Esq.,

Barley, Ringwood, Hants.

F. 1250.

May 13.

File No. 24173.

Castletop,

Barley,

Ringwood.

Sir,

New Forest.

I beg to accept the offer contained in your letter of the 5th May of permission to repair and maintain Camp Lane, and a track leading thereto, and to lay and maintain a line of pipes thereunder; and also the offer of permission to make and maintain a gate at 13. on the plan which accompanied my letter.

And to observe the terms and to pay the acknowledgment which I maintain to be 10/- for this gate and 7/6 for the Camp Lane permission.

I wish however to decline the offer of permission to open a gate at point A on the terms offered, and to ask for reconsideration of the charge of 10/- annually both in this case, and that of the gate at 13. I have to state in the first place that I have now given up my intention of building on the land. If I do build the amount of the payment could of course be reconsidered.

I wish to point out that there are quite recent cases in which the charge for a similar permission has been fixed at 2/6 annually, in this village, and with regard to the gate at 13, I should like to add that there is an old gate way at this point: I can if desirable bring a person who lived close by to swear to the existence of this gateway.

I hope therefore that this matter may be reconsidered. As I am anxious to open the gateway at 13 (permission for which was asked by me as long ago as November last), I propose to pay 17/6 to the Deputy Surveyor forthwith.

Yours Faithfully

A. H. Clough.

F. 1250

Office of Woods
1 Whitehall Place,
London. S.W.
1st June 99

Sir,

R
New Forest,
File 4173⁴.
Easements.

With reference to your letter of the 13th Instant, I am directed by Mr Stafford Howard ^{to state} that as you have given up the idea of building for the present he is prepared to reduce the annual acknowledgment for the gateway at the point "B" on the tracing which accompanied the Official letter to you of the 5th Instant and this acknowledgment will be in accordance with a scale which he has drawn up for regulating the charges for easements of this nature.

The amount of the charge is to a great extent governed by the value of the easement conferred upon properties in or adjoining the Forest and he considers the sum of 5/- is fair and reasonable in this case. In the event of your building on the land the question of the amount of the yearly acknowledgment would have to be reconsidered.

With regard to the statement contained in your letter that there is an old gateway at "B" Mr. Howard understands that you meant to say at "A" not "B". I am to add that his information is that there has been no gate at the point "A" for 60 years.

Mr Howard notes what you say about not requiring the gateway for the present at the last mentioned point.

The overpayment of 5/- will be regarded as rent paid in advance for the year to 5th April 1901.

I am, etc.,

(Signed) Chas. E. Howlett.

A. H. Clough.

F. 1250
File 4173⁴.

Castletop
Barley, Ringwood

Sir,

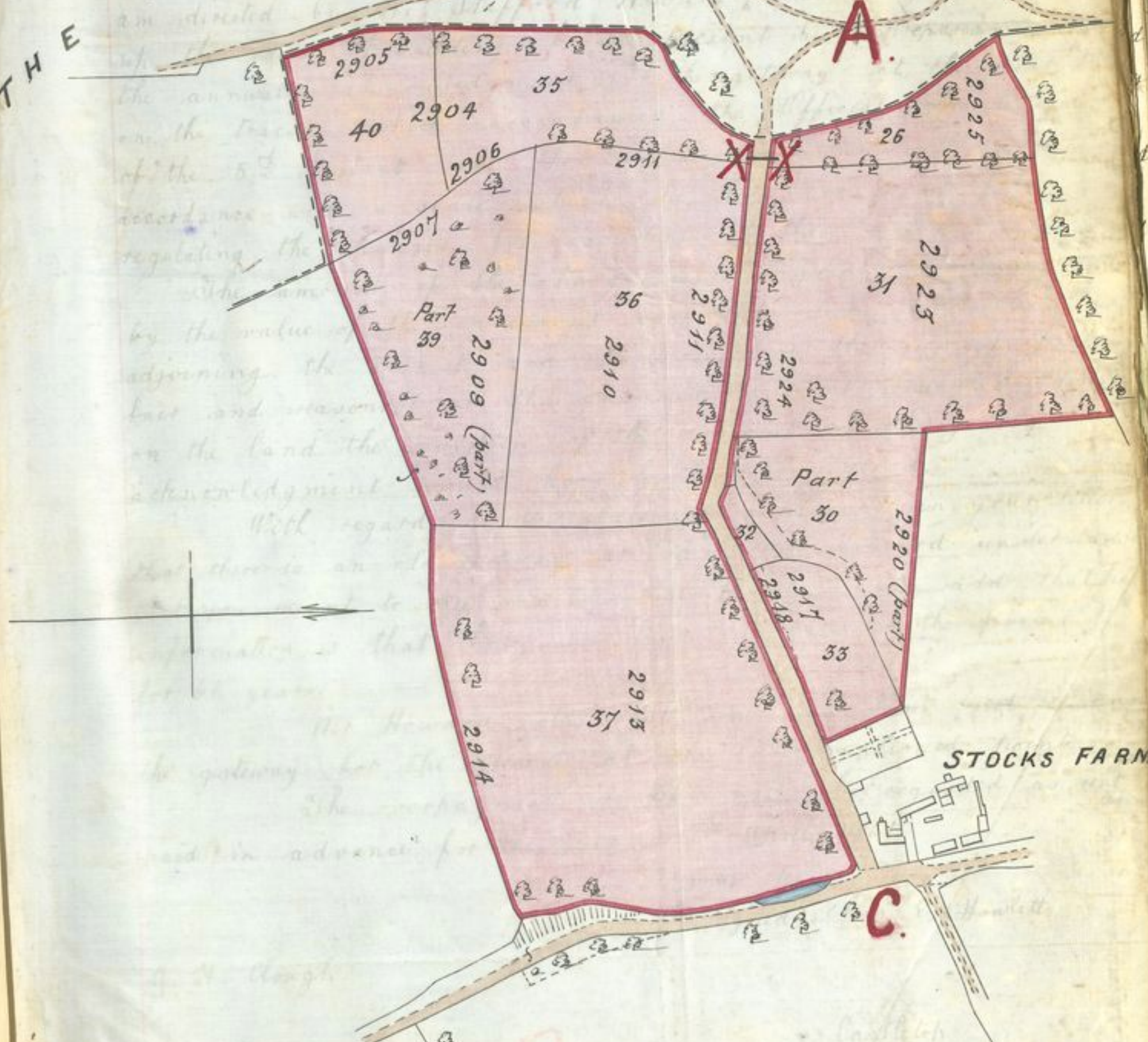
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I am obliged by your letter of June 1st, and the concession contained in it. I am sorry for the error in my letter of May 13th (writing gate A for gate B). My information is that a gateway was open at point A during the

Sheets 71.15 71.14
New Forest (Ex Part) &
Rugby PA (Det No 2.)

THE NEW FOREST

O.S. LXXI. 13

A.



STOCKS FARM

C.

tenancy of a man named Bronfield. The son of this man mentioned the fact to me, and on inquiring of him I find that he thinks that the gate was closed 40 years ago. I do not know whether this bars the claim, but I will probably communicate with you again on the subject.

Yours faithfully

A. H. Clough.

Dated 15th June

1899.

Isle of Wight

Edward Stafford Howard Esq.

vs

Harry Castell

Esq.

Witnesseth

that in consideration

of the rents and

of premises called

Parkhurst Lodge

and also

all those several pieces or parcels of

land held therewith

containing together seven acres one

rod and twentyone perches

which said premises are

more particularly described in the First Part of the

Schedule hereto and delineated and coloured Red on the

Plan hereto and known as

Parkhurst Lodge

This Indenture made the eighth 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 the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and Harry Castell Esq. of the third part hereinafter called "the Lessee" of the third part Witnesseth that in consideration of the rents and of premises called hereinafter reserved and contained in the Parkhurst Lodge said Edward Stafford Howard as such Commissioner in exercise of the powers of the Acts made in the 10th George the Fourth Chapter 50 and 16th and 15th Victoria Chapter 42 and of all other powers and authorities enabling with the shooting him to do both on behalf of Her Majesty demise and lease unto the Lessee First All that the said Parkhurst Woods of a certain messuage or dwellinghouse with the outbuildings and appurtenances belonging thereto situate in Parkhurst on a yearly tenancy in the Isle of Wight in the County of Southampton And also All those several pieces or parcels of land held therewith containing together seven acres one rod and twentyone perches which said premises are more particularly described in the First Part of the Schedule hereto and delineated and coloured Red on the Plan hereto and known as Parkhurst Lodge And Secondly The exclusive right and liberty of shooting poaching sporting and taking game in cove and upon all the lands hereinafter demised and in cove and upon all those woodlands situate in the Isle of Wight aforesaid

containing One thousand one hundred and sixty acres and more or less
 road or thoroughfare known as Parkhurst Woods more particularly
 described in the Second Part of the said Schedule and coloured
 green on the said Plan Reserving unto Her Majesty Her Heirs
 and Successors out of the premises first hereinbefore demised
 all timber and other trees tallies pollards spikes saplings
 (whether on stools or otherwise) and plantations and all
 mineral substances and substrata whatsoever 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 such premises and to make
 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
 demised land the amount thereof if not agreed upon being
 fixed by a valuation made by two arbitrators or their Umpire
 appointed in manner hereinafter provided. And also
 reserving unto Her Majesty Her Heirs and Successors
 and to the said Edward Stafford Howard or other the
 Commissioner or Commissioners of Woods for the time being
 in charge of the premises all such rights as are conferred
 on an Occupier of land by the Ground Game Act 1860.

Do hold the premises unto the Lsee from the fifth day
 of April One thousand eight hundred and ninety nine as
 tenant from year to year Paying unto the Queen's
 Majesty Her Heirs and Successors during the said tenancy
 the yearly rent of Seventy Pounds by equal
 quarterly payments upon the fifth day of January the fifth
 day of April the fifth day of July and the tenth day of
 October in every year (except that the rent for a last quarter
 of a year of the tenancy shall be paid in advance on
 the quarter day preceding the end thereof) the first payment
 being due on the fifth day of July One thousand eight
 hundred and ninety nine 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 and
 during the last two years of the tenancy a further yearly



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rent of Ten Pounds for every acre (and in proportion for a less quantity) of land hereby demised which during that period such without such licence as aforesaid be managed or cultivated ~~contrary~~ to the covenants hereinafter contained such last mentioned additional rents (which are reserved as liquidated or fixed rents 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 hereinbefore 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 Receiver free from all deduction whatsoever except in respect of the Landlord's Property Tax 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 the 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 proportionable 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 gates stiles mounds banks drains outfalls watercourses sewers hedges ditches and ^{fences} now being or that may hereafter be on the demised land. And to keep and at the end of the tenancy to leave the demised land clean and in good heart and condition and cultivated and managed in a good and husbandlike manner.

Provided that the Lessor or his Agents may at all times enter upon the premises and examine the same and take any plan thereof and if 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 not properly cultivated 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 him amend the same according to the covenants
 herein contained the Lessor may (but without prejudice to any
 other remedy of Her Majesty Her Heirs or Successors) cause the
 same or any of them to be done and charge the Lessee with
 all expense incurred which may be recovered by distress or
 otherwise as rent hereby reserved and in arrear.

4. At all times during the tenency 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 of not less than Two hundred and fifty pounds and to
 show whenever required so to do to Her Majesty's said Receiver
 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 monies paid for
 such purpose shall be recoverable as rent hereby reserved
 and in arrear. And all monies payable under any Insurance
 shall be payable to and received by the Lessor and applied
 in rebuilding or reinstating the buildings in respect of which
 the same shall be paid.

5. DO spread over the 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 demised land and at
 the end of the tenancy to leave in the proper places upon
 the demised land all the dung and manure then being
 thereupon without requiring any compensation for the same.

6. DO preserve all the trees tallers pollards spires and saplings
 for the time being growing upon the said land 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.

7. Not to cultivate any part of the demised land with hemp flax teazles wood or other unusual or exhausting crops. And not to cut for hay more than once in the year the meadowland hereby demised and after every second 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 ant hills or such meadow land.

8. 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 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 intolled in the Office of Land Revenue Records and Intolments and a minute or docket thereof entered in the Office of the Commissioners of Woods and to pay the usual fees therefor.

9. And it is also agreed that in the event of the Lessee sowing or planting any part of the demised land with any asparagus rhubarb peppermint lavender hops or any perennial crops or any fruit plants trees or bushes or similar crops he shall be entitled before the end or the determination of his tenancy to remove such crops 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.

10. 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 land) of the tenancy for compensation under the Agricultural Holdings (England) Act 1883 all claims by the Lessor against the Lessee and all claims by the Lessee against the Lessor 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 provisions as to reference contained in the said last mentioned Act and the 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 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 charges of the Arbitrator appointed by him or on his behalf and all expenses incurred by him with reference to such Arbitration and that the costs and charges of the Umpire (if any) shall be divided equally between the said parties.

11. **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.

12. **From** time to time during the continuance of this demise to kill and destroy and effectually keep down the hares and rabbits in and upon the lands mentioned or described in the second Part of the Schedule hereto hereinafter referred to as "the Woodlands" so as to prevent the number of them increasing or impeding the good management of such woodlands or

injuring the trees crops underwoods shrubs and fences thereon or on any of the adjacent lands belonging to Her Majesty.

13. To use his the Lessee's best endeavours to prevent any person who may not be authorized so to do from taking or killing game on the said woodlands.

14. Not to kill or destroy or suffer to be killed or destroyed any foxes upon the said lands and to use his best endeavours to preserve a sufficient number of foxes for providing sport to the Packs of Foxhounds hunting the district.

15. Not to commit or suffer to be committed any damage or injury to the woods upon the said woodlands and in the event of any such damage or injury being so done to pay or make full compensation or recompense to the Lessor for such damage or injury and that the amount of such compensation or recompense shall in case of dispute be settled and determined by a Valuer to be appointed by the Lessor whose decision shall be final.

16. To use his best endeavours to preserve the game upon the woodlands and on the determination of this tenancy to leave a fair and reasonable stock of game thereon.

17. Provided always and it is hereby agreed and declared that nothing herein contained shall prevent or hinder the Lessor his Officers Grantees Servants and Agents in addition to the powers hereinbefore reserved to him or them from entering upon the said woodlands during the continuance of the tenancy hereby created with or without horses and carts and all other things necessary for that purpose to cultivate mark fell cut work make merchantable and carry away the timber and underwood growing upon the said woodlands.

18. 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 whilst the premises hereby demised or any part thereof shall remain vested in him Or if the Lessee shall either voluntarily

or involuntarily do or suffer anything 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 reenter 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 reentry 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 such reentry shall have been made.

19. Provided always that the tenancy hereby created may be determined on the fifth day of April One thousand nine hundred or on the fifth day of April in any subsequent year either by the Lessor upon giving to the Lessee six calendar months previous notice in writing for that purpose or by the Lessee upon giving to the Lessor a similar notice and paying the rent up to the end of the tenancy so determined and any such notice given by the Lessor shall be delivered at or sent by post to the usual or last known place of business or residence of the Lessee and any notice given by the Lessee shall be delivered at or sent by post to the Office in London for the time being of the Commissioners of Woods but any such determination shall be without prejudice to any remedies or rights of the Lessor in respect of any breaches by the Lessee of all or any of the covenants and conditions on his part hereinbefore contained.

20. And 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 Commissioner 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 intelled 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** 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.

N ^o in Plan.	Description.	Cultivation	Quantity		
			A.	R.	P.
<u>Part 1</u>					
1	House Garden and Orchard		1	2	33
2	Arable.			3	11
3	Meadow.		2	2	18
4	Meadow		2	0	39
			Acres.	7	1 21
<u>Part 2</u>					
5	Woodlands.		Acres.	1160	1 0

E. Stafford (L.S.) Howard H. C. Hamant (L.S.)

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 Harry Castell Hamant in the presence

see Forest.
Rifle Ranges.
and Cardale
Pamissio
use and main
in the Rifle
Ranges at
Longbottom
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Plan.
11th June.
1848.

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f.

G. H. S. Watson.
Clerk to Messrs Lamant and Sons.
Solicitors. Tower St. W.

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.

12th June 1899.

Maurice. Hewlett,
Keeper of the Records.

~~FR~~

Quantity	R.	P.
2	33	
3	11	
2	18	
0	39	
1	21	
1	0	

New Forest
Rifle Ranges
and Vandelour.
Permission
use and main-
tain the Rifle
Ranges at
Longbottom
Stodgemoot
Bottom and a
Rifle Range at
Brockenhurst,
the last named
to be diverted
to position
shown on the
Plan.

2. 1208.

Sir,

~~New Forest~~
~~Plan 24/85~~
Rifle Ranges.

Office of Woods
1, Whitehall Place
London S.W.
16th June 1898
With 2. 1246/98.

3rd Instant I am directed by Mr Stafford Howard to
state that the Deputy Surveyor of the New Forest now reports
that he has met your representative, Captain Crofts on the ground
and discussed the details of certain precautions which it will
be necessary to take to protect the public.

In the letter from this Department of 23rd April
last it was stated that the present license would be
determined, and I am accordingly to enclose herewith a
formal notice in duplicate determining the permission
given by letter of 13 July 1885 and to request that you will
be good enough to ~~forward~~ date and sign the copy
endorsed "service accepted" and return the same to this Office.

Mr Howard is now willing to grant you permission
during the pleasure of this Department to use and main-
tain the Rifle Ranges, Butts, Markers' Huts, and Flagstuffs at
Long Bottom, and Stodgemoot Bottom, to divert the Range
near Brockenhurst thence as shown by ink lines on the
enclosed Ordnance Map, and afterwards to use and maintain
the altered Range with its Butts, Marker's Hut and Flagstuffs
upon the following terms and conditions:-

LS

by the
presence

16th June.
1898.

the
presence

1. An acknowledgment of 2/6 for each Range is to be paid in advance in each year on the 1st July to the Deputy Surveyor during the continuance of this permission.
2. You are to compensate the owners for any animals which may be proved to have been injured or killed through the firing of any person using the Ranges, and to pay for any other damage or injury of any description that may be caused by the use of the Ranges.

With regard to the Range near Breckenhurst Weirs I am to state as follows:-

- A. The use of this Range is to be limited to the period from the 1st May to the 31st October in any one year.
- B. At all times when rifle practice is going on, Red Flags are to be hoisted at the points A and B, and a signaller is to be stationed at "A" to make the sign to cease firing in the event of any person appearing on the danger zone behind the Butt.
- C. Notice boards are to be erected and kept in repair at the points C, D, E, F, G, and H to warn passersby that there is danger in passing over the tracks between these points when the red flags are flying.
- D. Early notice of the days when the Range will be used is to be sent I To the Deputy Surveyor, Queen's House, Lyndhurst. II Mr Holloway, at Holmsley Lodge, and III to the Head Keeper of the District, Mr Crocker at Wilmsley Lodge.
- E. You are to apply to the Deputy Surveyor for the soil required for the construction of the Butts and no earth is to be removed until his permission has been obtained and then only under the supervision of a town Official.
3. In the event of this permission being withdrawn, or in the event of any or all of the Ranges being given up all targets, Butts, Markers' Huts, Magazines, etc., are to be cleared away, so far as they relate to the Range or Ranges to be discontinued, and all pits filled in and the ground restored to the satisfaction of the Deputy Surveyor.
4. The use of the Range at Longbottom will also be limited from the 1st of May to the 31st October in any one year, and a look out man is to be placed on Hampton Ridge for the purpose of stopping the firing when necessary.

On your dating, signing, and returning to this Office the enclosed letter, together with one copy of the notice to give up the existing permission Mr Howard will instruct the Deputy Surveyor to allow you to proceed with the diversion of the Range at Brockenhurst and when completed to commence practice.

I am, etc.,

(Signed) Charles. B. Stableforth

Colonel. W. Vandeleur.

Bournemouth

17th June 1898.

Sir,

New Forest

File 3485.

Rifle Ranges

I beg to accept your offer dated 16th Instant of permission during the pleasure of your Department to use and maintain the Rifle Ranges at Long Bottom Stodgers Bottom and a Rifle Range at Brockenhurst the last named to be diverted to the position shown on the plan accompanying your letter, and I agree to pay an annual acknowledgement of 2/6 for each Range and to observe the conditions specified in your said letter.

I am, etc.,

W. Vandeleur.

Colonel and C.B.

Commanding 4th V. B. Hants. Regiment

C. Stafford. Howard. Esq.