

Sch 1901-02

Dated 26 July 1901.

Counties of Gloucester & Monmouth

The Most Noble the Duke of Beaufort and others

to The Kings Majesty

Conveyance of the several Fisheries

This Indenture made the 26th day of July 1901 Between
 The Most Noble Henry Adelbert Wellington Fitzroy (ninth)
 Duke of Beaufort (hereinafter referred to as ^{the first part} the Duke)
 The Most Noble Louise Emily Duchess of Beaufort (hereinafter
 referred to as the Duchess) of the second part The Most Noble
 Georgiana Charlotte Dowager Duchess of Beaufort
 (hereinafter referred to as the Dowager Duchess) of the third
 part Edward Stafford Howard Esquire C.B. one of the
 commissioners of His Majesty's Woods Forests and Land Revenues
 of the fourth part and The Kings Most Excellent Majesty
 of the fifth part Whereas the Duke is seized of or otherwise
 well entitled to the several Fisheries and hereditaments
 hereinafter described and intended to be hereby conveyed
 for an estate of inheritance in fee simple subject as to parts
 thereof to the Family Charges specified in the First Schedule
 hereto of which those mentioned in the First Part thereof
 are (1) a contingent Jointure Rent charge secured to the
 Duchess on her marriage with the Duke and (2) a present
 Jointure Rent charge secured to the Dowager Duchess on
 her marriage with the Eighth (the late) Duke but free from
 all other incumbrances and of which those mentioned
 in the Second Part of the said First Schedule are amply
 secured upon other Estates belonging to the Duke And
 whereas the said Edward Stafford Howard in exercise
 of the powers of the Acts 10 George the Fourth Chapter 50 and
 14th and 15th Victoria Chapter 42 and with the authority of
 the Lords Commissioners of His Majesty's Treasury signified by
 their Warrant bearing date the 25th day of January 1901 has
 contracted with the Duke for the purchase on behalf of His Majesty
 of the said Fisheries and hereditaments and the fee simple
 and inheritance thereof subject to the incumbrances mentioned
 in the Second Part of the said First Schedule but free from
 all other incumbrances at the price of £15,000 and when
 the Duchess and the Dowager Duchess have respectively agreed
 for the purpose of releasing their said several Jointure Rent charge
 to join in those Presents in manner hereinafter expressed
 And whereas the Duke has agreed to charge his other estates
 subject to the Family Charges mentioned in the Second Part

of

Beaufort Wood



of the said first schedule with the payment of such family charges in
 execution of the Histories and hereditaments hereinafter described and
 intended to be hereby conveyed. Now this Indenture witnesseth that
 in pursuance of and for effectuating the said sale and in consideration
 of the sum of £15,000 on or before the execution of those Presents paid
 by the said Edward Stafford Howard on behalf of the King's Majesty
 to the Duke (of which sum of £15,000 the Duke hereby acknowledges
 the receipt) the Duke as Beneficial Owner hereby conveys and each
 of them the Duchess and the Dowager Duchess as Mortgagees hereby
 conveys and releases unto the King's Majesty His Heirs and Successors
 first All that the several fishery and right and liberty of exclusive
 fishing on both sides of that part of the River Wye situate in the
 counties of Monmouth and Gloucester and extending down
 the said River from the lower Boundary of the Hadnock Fishery
 in the said River Wye to the old mouth of the River Monnow and
 which Fishery formerly belonged to the Mayor Aldermen and
 Burgesses of the Borough of Monmouth. And also all that the
 several Fishery and right and liberty of exclusive Fishing in the
 River Wye in the counties of Monmouth and Gloucester on both sides
 thereof commencing some yards below Wye Bridge at Monmouth
 (being the termination of the last mentioned Fishery) and extending
 down to Upper Red Brook and also so much and such part and
 parts of all that the several fishery and right and liberty
 of exclusive fishing in the River Wye on both sides thereof as
 belongs to the Duke in the River Wye between the said Upper Red
 Brook and Hawthorne Tree in Abbots Ham. And also all that the
 several fishery and right and liberty of exclusive fishing
 in the River Wye on both sides thereof from the said Hawthorne
 Tree in Abbots Ham to its confluence with the River Severn
 and from thence along the Monmouthshire boundary in the
 River Severn to the Black Rock and from thence along the
 Monmouthshire bank to the Mouth of the River Wye. And
 secondly all that and those the several fisheries and exclusive
 right of taking fish according to law in the Woolaston Fishery
 the Pill House Fishery the Beachley Bay Fishery the Beachley
 Fishery and the Redwicks Fishery all which said Fish
 and secondly as hereinbefore described are for the
 benefit of the King's Majesty His Heirs and Successors
 but not so as to extend or abridge

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heretofore contained delineated and described in the plans Nos I and II annexed to these Presents and are therein coloured red. And all and singular other (if any) the fisheries of the Duke situate lying and being in the River Severn within the liberties boundaries and precincts following that is to say from bore Pill in the county of Gloucester to a certain Pill or Place formerly called Aberwaythaus Pill or Goat but now known as Cold Harbour Pill in the county of Monmouth and thence across the River Severn to the Mouth of the River Avon or Bristol-River and thence extending along the English shore up to a place called Shepards Passage and thence across the River Severn to bore Pill aforesaid Together with full liberty power and authority to and for His Majesty His Heirs Successors and Assigns by all lawful ways and means whatsoever (subject as hereinafter mentioned) as he or they may think proper at all seasonable times in the year as allowed by law to fish for catch and take Salmon fish and other fish in and upon the waters of the said Rivers Wye and Severn and the Fisheries aforesaid and on the banks sands ouges shore eddies and accustomed fishing places thereof respectively between the several points and within the boundaries or lands hereinafter particularly described Together with full liberty and authority to His Majesty His Successors and Assigns to break the ground and soil of the said Rivers respective within the limits and bounds aforesaid for the purpose of mooring boats and also the liberty of landing fish and fishing nets and tackle at all usual and accustomed places within the limits and boundaries aforesaid (save and except upon that portion of the right shore or bank of the River Wye at Shepston in the county of Monmouth between the landing stage and slip belonging to the Duke in the occupation of John Miller, Alexander Miller and John Miller as tenants thereof to the Duke and the slip or landing place belonging to the Duke near the Customs House there called "The Duke's Slip") Together with all liberties privileges rights emoluments advantages and maintenance to the said fisheries belonging and pertaining and as may be necessary and accustomed.



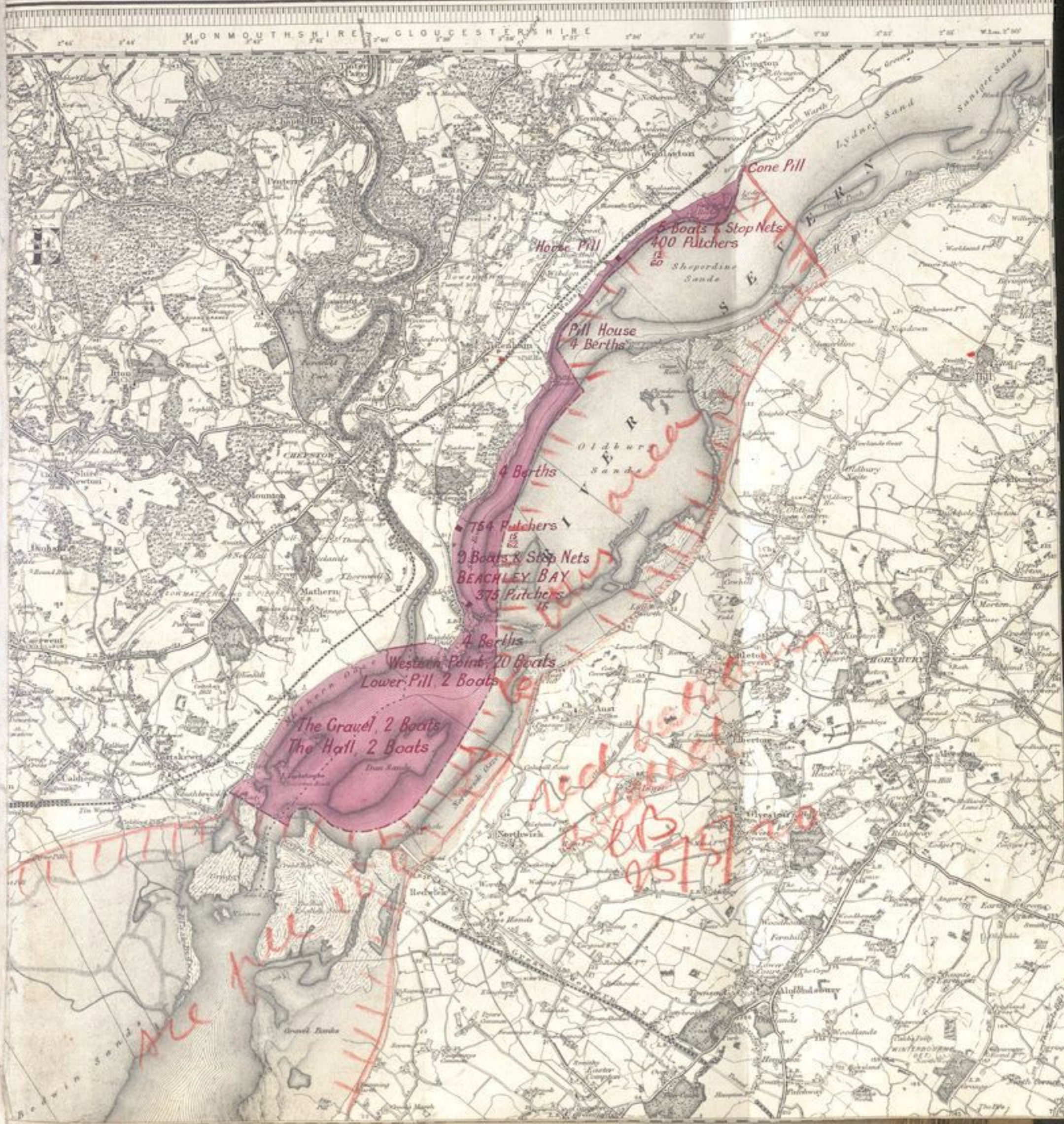
the plans
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CHEPSTOW
 (MONMOUTH)
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of the said several fisheries all which premises are comprised in two leases bearing date respectively the 31st day of December 1885 and the 4th day of March 1887 and respectively made between the late Duke of the one part and John Miller Alexander Miller and David Miller of the other part and the Memoranda endorsed thereon respectively of the 31st day of October 1899 ^{except} and reserving unto the Duke his heirs and assigns the ^{sole} and exclusive right of fishing for salmon and all other kinds of fish whatsoever by means of rod and line on both sides of the River Wye between the points A and B and on the Monmouthshire side of the said River between the points B and C on Plan No I and also the exclusive right of fishing with a rod in respect of half of the River Wye from the right bank where such River runs between the Southern limit of Lower Wyndcliff Wood and the Northern limit of the lands at Graig Wood the right of fishing with a rod in which was included in the late conveyance of the 22nd day of February 1901 of the Lintern and Raglan Estates from the Duke and Duchesses to His Majesty together with all such rights of mooring boats landing fish and other liberties rights privileges and conditions as may be in any manner useful or available for the full exercise and enjoyment of the said excepted right of rod fishing. To hold the said fisheries hereditaments and premises unto His Majesty His Heirs and Successors in right of His Crown but subject to the existing Tenancies thereof under the said two leases and Memoranda endorsed thereon and to the Family Charges specified in the Second Part of the said First Schedule hereto. Provided always that the conveyance hereinbefore contained shall not extend to or include any right or interest of the Duke in the soil or bed or banks of the Rivers Wye or Severn or of the Estuaries thereof nor any other land whatever except such rights as may be necessary and accustomed for the use and enjoyment of the several fisheries hereinbefore conveyed in the manner in which the same are now used and enjoyed by the tenants under the leases or Tenancies hereinbefore mentioned but such proviso shall not be deemed to give any right to the Duke to fish otherwise than as herein expressly reserved to him. And the Duke for himself his heirs executors and administrators hereby

conveyance

covenants with the King's Majesty His Heirs and Successors at all times hereafter to keep him and them effectually indemnified from and against all duties which have or may become payable or be claimed in respect of the hereditaments hereby conveyed upon the death of the late Duke or the death of the Dowager Duchess and the Duchess or any or either of them and from and against all claims demands actions proceedings costs and expenses whatsoever for or in respect of the same or any part thereof respectively And further that the other estates now charged with the Family charges mentioned in the second Part of the said First Schedule hereto shall at all times hereafter remain and be primarily liable to pay satisfy and discharge all such charges and the costs of and incidental to the raising and paying of the same and so as to exonerate the fisheries and hereditaments hereby conveyed from such charges and costs And the Duke hereby acknowledges the right of the King's Majesty His Heirs Successors and Assigns to production of and to delivery of copies of the documents specified in the second Schedule hereto which are retained by the Duke and hereby undertakes for the safe custody thereof and hereby covenants with the King's Majesty that all the obligations and liabilities imposed by law in respect of the said documents shall be observed and performed not only at the request in writing of His Majesty or of any person claiming through or under him but also at the request in writing of a Commissioner for the time being of His Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 first second third and fourth parts have hereunto set their hands and seals the day and year first above written

The

The First Schedule above referred to.

Kind of which charged.	Amount of charge	Nature of charge	To whom payable.
<u>Part I.</u>			
7 October 1875	£2000 p.a. £1,000 p.a.	Jointure Addit ^l Jointure	The Duchess during the residue of her life in the event of her surviving the Duke and remaining his Widow.
3 July 1875	£2,000 p.a. £1,000 p.a.	Jointure Addit ^l Jointure	The Dowager Duchess during the residue of her life.
<u>Part 2.</u>			
5 February 1875	£1000 p.a.	Rent charge	Lord Henry Richard Charles Somerset during his life.
	Do.	Do.	Lady Henry Somerset during her life if she survive Lord Henry Somerset.
7 October 1875	£500 p.a.	Pin Money	The Duchess during the joint lives of herself and the Duke
	21,000	Portions	Younger children of the Duke.

The Second Schedule above referred to.

1869 April 15th Indenture between the Most Noble Henry Charles Fitzroy Duke of Beaufort of the one part and The Most Honorable Henry Adelbert Wellington Fitzroy Somerset commonly called the Marquis of Worcester of the other part being a Settlement of part of the Beaufort Family Estates in Northamptonshire

1869 April 16th Duplicate of an Indenture between the Most Noble Henry Charles Fitzroy Duke of Beaufort of the first part The Most Honorable Henry Adelbert Wellington Somerset commonly called the Marquis of Worcester of the second part The Most Noble

Georgiana

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Georgiana Charlotte Duchess of Beaufort of the third part Edward Arthur Somerset of the fourth part The Honorable James Bosville Macdonald and William Henry Greville of the fifth part being a settlement of the Gloucestershire Wiltshire and Breconshire Estates.

1878. August 31st

Duplicate of an Indenture between the Most Noble Henry Charles Fitzroy Duke of Beaufort of the first part The Most Honorable Henry Adelbert Wellington Fitzroy Somerset commonly called the Marquis of Worcester of the second part The Most Noble Georgiana Charlotte Duchess of Beaufort of the third part Edward Arthur Somerset of the fourth part The Honorable James Bosville Macdonald and the Honorable George Fitzroy Henry Somerset of the fifth part being a settlement of the Ducal Estates in Gloucestershire Wiltshire and Breconshire.

1896 November 21st

Duplicate of an Indenture between the Most Noble Henry Charles Fitzroy Duke of Beaufort of the first part The Most Honorable Henry Adelbert Wellington Fitzroy Somerset commonly called the Marquis of Worcester of the second part and Arthur Haitland Wilson and Hugh Wyndham Luttrell Harford of the third part being a Resettlement of the Ducal Estates in Gloucestershire Wiltshire and Breconshire.

1899 June 27th

Indenture between The Most Noble Henry Adelbert Wellington Fitzroy Ninth Duke of Beaufort of the one part and Arthur Haitland Wilson and Hugh Wyndham Luttrell Harford of the other part being an appointment by His Grace to himself of the Estates subject to the above settlement of 21st November 1896.

1899 December 21st

Declaration of Baron de Snyll and Romer Williams Trustees of Deed Poll of 3rd July 1845

that

that the Portion Deed of 800 years created by the Eighth Duke of Beaufort had become satisfied and ceased.

Signed Sealed and delivered by the above named Henry Adelbert Wellington Grey (Duchess) Duke of Beaufort in the presence of

Beaufort

(Signature)

Romer Williams
Norfolk House
London Sol^{rs}

Signed Sealed and delivered by the above named Louise Emily Duchess of Beaufort in the presence of

L. E. Beaufort

(Signature)

Romer Williams

Signed Sealed and delivered by the above named Georgiana Charlotte Dowager Duchess of Beaufort in the presence of Romer Williams.

G. C. Beaufort

(Signature)

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

E. Stafford Howard

(Signature)

Morton Evans.
Office of Woods
Whitehall.

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.

W. J. Green

19 August 1901

Assistant to the Keeper of the Records.

(Red Stamp)

that

F 2513

File 4173⁶

Office of Woods
1st October 1901

Sir,

New Forest
Easements

Dated
26 Oct 1901

County of
Southampton

E. Stafford
Howard Esq.
C.B. a Commissioner
of Woods of
His Majesty

Woods to
- to -
Wm. M.
Acworth Esq.

Lease of
Alice Holt
Lodge &
Lands &
Sporting
Rights

Comm. 5 July 1901
Term 41
Expires 5 July 1942

Rent
per year £430
Remainder of a
term £520
per annum

Sept 1901-02

See note next Page. 211
Memo. as to repair of certain
Roads see Page 332.

of Woods
1st October 1901

Dated
26 Oct 1901
County
of
Southampton
E. Stafford
Howard Esq.
CB. a Commr.
of Woods of
His Majesty
Woods to
to
Wm. M.
Acworth Esq.

Lease of
Alice Holt
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Term 41
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Rent
1st year £430
Remainder of
term £520
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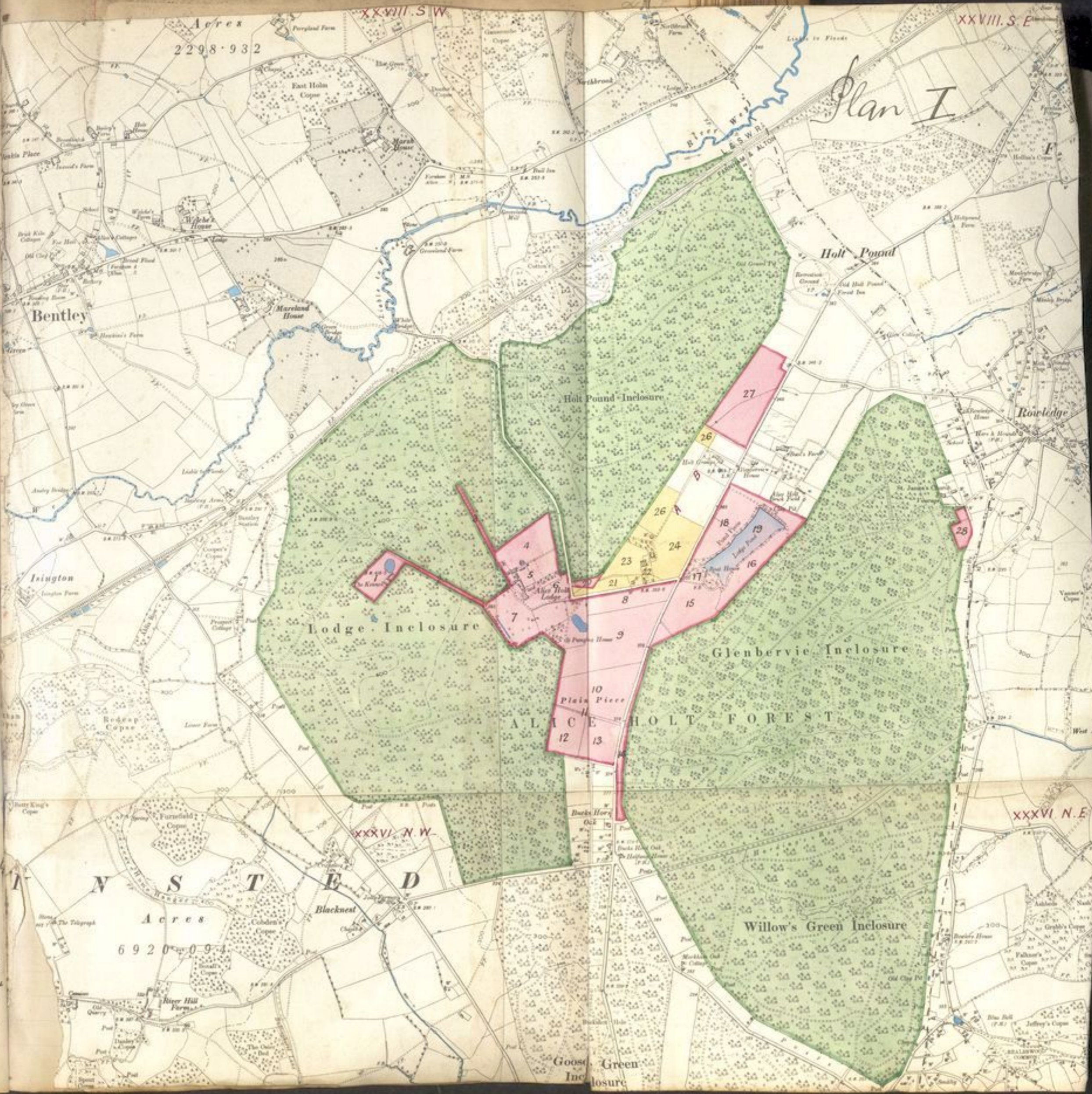
This Indenture made the 26th day of October 1901
Between The Kings Most Excellent Majesty of the first
part Edward Stafford Howard, Esq. & B the Commissioner
of His Majesty Woods in charge of the said Revenues of the
Crown in the County of Hants on behalf of His Majesty
of the second part and William Mitchell Acworth Esq
of No 18 St James' Place in the County of London Barrister
at Law (hereinafter called "the Lessee" and including
in that term his assigns) of the third part Witnesseth
that in consideration of the rents and covenants hereinafter
reserved and contained and on the part of the Lessee to be
paid and performed The said Edward Stafford Howard as
such Commissioner as aforesaid in exercise of the powers of
the Crown Lands Acts 1829 to 1894 and of all other powers
and authorities enabling him so to do Both on behalf
of the Kings Majesty and with the consent of the said
Commissioners of His Majesty's Treasury signified by their
Warrant dated the 20th day of August 1901 demise and
lease unto the Lessee First All that messuage called
Alice Holt Lodge with the cottages conservatories
greenhouses and other Buildings and lands belonging
thereto containing 172 2 8 or thereabouts situate at
Alice Holt in the Parish of Binstead in the County of
Southampton more particularly described in the
Schedule hereto and delineated and coloured red and
yellow on Plan I annexed to these Presents Together
with the exclusive right of hunting fowling shooting
fishing and sporting within and over the said land
And secondly subject as hereinafter mentioned the
exclusive right of hunting fowling shooting fishing
and sporting upon and over All those pieces of land called
Lodge Inclosure Glenberric Inclosure Willows Green Inclosure
and Holt Pound Inclosure containing 1209 2 14 or
thereabouts situate at Alice Holt aforesaid and delineated
and coloured green on the said Plan I annexed to these
Presents Except and reserving unto the Kings Majesty
His Heirs and Successors out of the premises first
hereinbefore described all timber and other trees and trees
likely

Lease assigned to H. M. Robertson
see Doquet Book 1. Page 19.

Mr. Acworth
has control
over Ash
Spinney on
the North
East of the
Lodge. Ackgt
p. a. see
entry of
permission
Page 258 of
this Book.

likely to become timber and all mines and mineral substances whatsoever and all quarries of stone and veins or beds of clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for His Majesty His Heirs and Successors and for the Commissioners or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Commissioners or Commissioners or his or their officers agents and servants or any of them with horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said timber and other trees as aforesaid and to dig search for and get up work dress and make merchantable the said mineral substances stone clay brick and tile earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away doing as little damage as may be and compensating the Lessee for all damage that may be done to him the amount of such compensation being in every case settled by the Receiver of Brown Bents for the County of Hants in case of difference And also reserving to His Majesty His Heirs and Successors and to his and their grantees and agents the use and enjoyment jointly with the Lessee of the several roads and footpaths running through the said land hereby demised To hold the said premises hereby demised unto the Lessee from the 5th day of July 1901 for the term of 21 years Paying therefor unto the King's Majesty His Heirs and Successors for the first year of the said term the rent or sum of £430 and during the residue of the said term the clear yearly rent of £520 by equal quarterly payments on the 5th day of January the 5th day of April the 5th day of July and the 10th day of October in every year of the term up to and including the 5th day of April in the year 19⁴² the first of such payments being due on the 10th day of October 1901 and the payment of the rent for





Acres
2298.932

XXVIII. S. E.

Plan I

Bentley

Inington

N S T E D

Acres
6920.094

XXXVI. N.W.

XXXVI. N.E.

Lodge Inclosure

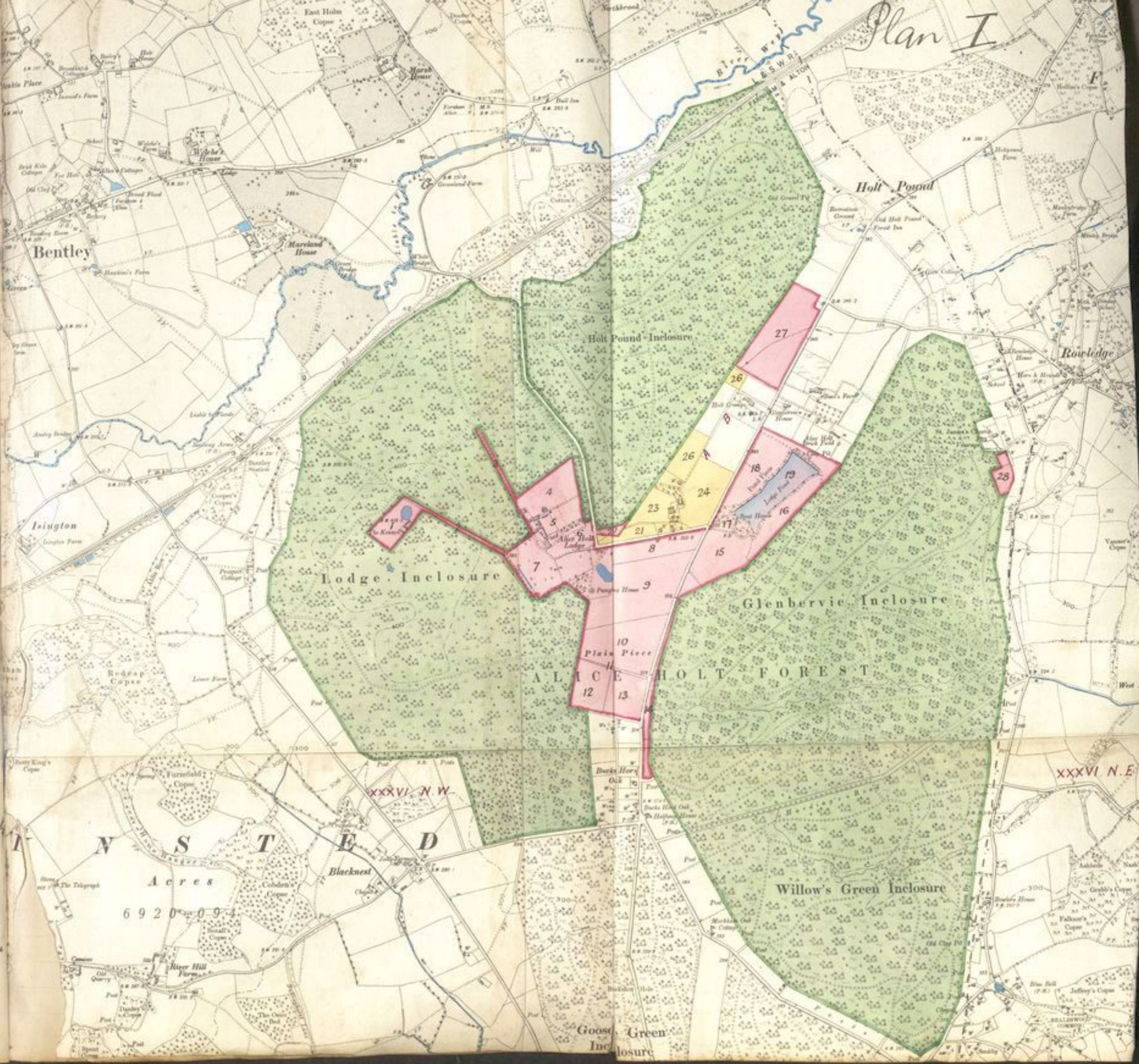
Holt Pond Inclosure

Glenbervie Inclosure

ALICE HOLT FOREST

Willow's Green Inclosure

Goose Green Inclosure



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for the last quarter of the said term to be made on the 5th day of April in the year 1942 And also Paying unto the King's Majesty His Heirs and Successors in like manner such additional yearly sum by way of rent as shall be paid by His Majesty in respect of the tithe rentcharge payable yearly in respect of the said first mentioned premises And also paying as aforesaid such further yearly rent as will be equal to Five pounds per cent per annum upon all monies charges and expenses that may be at any time or times during the said term laid out expended or incurred by His Majesty His Heirs or Successors at the request in writing of the Lessee in or incidental to erecting any new building or making any improvement in the buildings or otherwise upon the said premises hereinbefore described such last mentioned rent to commence from the quarterly day of payment ~~or next~~ after the day or respective days on which such new buildings or improvements shall have been completed and thenceforth to continue payable on the days aforesaid during the remainder of the said term And it is hereby agreed and declared that as to the amount of the moneys charges and expenses expended or incurred as hereinbefore mentioned and of the fact of the same having been expended or incurred as aforesaid the Certificate in writing of the Receiver for the time being of the rents of the said premises hereby demised shall be conclusive evidence And also Paying yearly in like manner during the said term unto the King's Majesty His Heirs and Successors the further yearly rent of £40 for every acre of land hereby demised which in the Schedule hereto is stated to consist of grass land and so in proportion for any less quantity than an acre thereof which at any time shall be ploughed broken up or used otherwise than as grassland without the license in writing of the said Commissioners or Commissioners the said additional rent of £40 per acre to be paid quarterly at or upon the days of payment aforesaid the first payment thereof to begin and to be made

made on such of the said days of payment as shall next happen after the said additional rent shall have been incurred which said rent of £40 per acre is not to be considered as reserved by way of penalty but as a liquidated and fixed rent agreed to be paid in the case aforesaid 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 His Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever excepting Landlords Property Tax And the Lessee doth hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rent hereby reserved and (if and when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in manner aforesaid.
2. During the said term to pay the land tax tithes rent charges in lieu of tithes drainage or sewer rates and all other taxes charges rates assessments impositions and outgoings whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the demised premises or on the owner or occupier in respect thereof except the Landlords Property Tax together with a proportionate part of such rates taxes and assessments impositions and outgoings up to the day of the expiration or determination of the said term.
3. To perform and observe all the covenants agreements and provisions affecting the said premises hereby demised which are contained in a Deed of restrictive covenants dated the 1st day of November 1852 and on the part of the purchasers of certain freehold property of which the demised premises is believed to be a part to be performed and observed and at all times during the said term to keep indemnified the King's Majesty His Heirs and

and successors and the said commissioner or commissioners against all actions proceedings costs damages claims demands and liabilities for or in respect of any breach which may be committed during the said term of any of such covenants agreements and provisions if and so far as the same are now existing and effective.

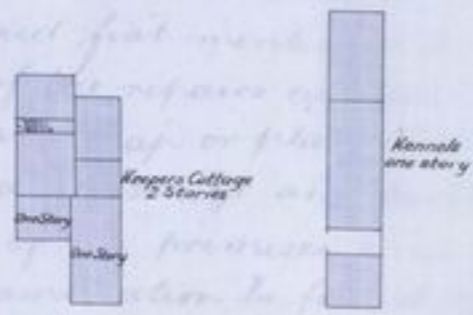
4. Prior to the 5th day of July 1902 to put and thereafter keep in good and substantial repair (except as hereinafter mentioned) the said messuage, cottages (towards the cost of which the commissioners have agreed to allow him £56 pounds) conservatories greenhouses and other buildings and premises first hereby demised And all other buildings or additions to buildings that may during the said term be erected on the said first mentioned premises together with all fixtures therein and also the fence marked A.B. on the said plan I and all walls gates stiles mounds banks and bridges hedges and other fences to the said first mentioned premises belonging and also the several roads running through or upon the said land hereby demised (except the road leading from Bucks Horn Oak to Bentley Station) And whenever it shall be necessary in the opinion of the commissioners and in the last year of the said term to properly paint with good oil colour and tar such outside parts of the said messuage cottages conservatories greenhouses and other buildings fences and appurtenances as have been or are usually painted and tarred and whenever it shall be necessary in the opinion of the commissioners and in the last year of the said term properly paint paper and whitewash such parts of the inside of the said messuage and buildings as have been or are usually painted papered or whitewashed Provided always and it is hereby agreed and declared that the lessee shall be at liberty at any time during the said term to remove the farm buildings (other than the cottages) on the land coloured yellow on Plan I and also those buildings marked X on the plan numbered 2 and annexed hereto.

5. Once in every year in a proper manner to clean out and cleanse out all the ditches watercourses sluices sewers and drains

drains belonging to the said first mentioned premises and in case the lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices and drains as aforesaid it shall be lawful for the said Commissioner or Commissioners to cause the same to be done and to charge the expense thereof to the lessee which may be recovered as rent hereby reserved and in arrear.

6. Forthwith to insure and at all times keep insured the said messuage cottages conservatories greenhouses and other buildings hereby demised and all other buildings that may at any time during the said term be erected on the said first mentioned premises from damage by fire in the joint names of the King's Majesty His Heirs and Successors and of him the lessee in one of the Public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in a sum equal to three fourth parts at the least of the actual value thereof respectively and will whenever required so to do to shew to His Majesty's said Receiver of the said premises for the time being the Policy of Insurance and the receipt for the premium which shall have become payable in respect of such insurance for the current year And in default of such insurance being effected by the lessee or of his or their producing such Policy or receipt as aforesaid then the King's Majesty His Heirs or Successors or the said Commissioner or Commissioners shall be at liberty to insure the said messuage and building in such name or names as he or they may think fit in such amount as hereinbefore is mentioned or any less amount and all moneys to be paid by His Majesty His Heirs or Successors or by the said Commissioner or Commissioners for such insurance shall be recoverable as rent hereby reserved and in arrear and in case the said messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such insurance

Buildings at the Kennels



Farnham
Alice Holt Lodge



insurance shall forthwith be applied in rebuilding and reinstating the same to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the money to be received by virtue of such insurance shall not be sufficient for that purpose he the Lessee will make good the amount of every such deficiency

7 To permit the said Commissioner or Commissioners or his or their Agent at all reasonable times in the daytime to enter into and upon the said first mentioned premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said messuage and buildings or any part thereof or the fences of the premises or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a proper state of cultivation and notice in writing of any such matters shall be given to the Lessee or left for him at the said messuage or sent by registered post to his last known or usual place of residence he shall within the space of three calendar months next after every such notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repair and amend such state of cultivation as aforesaid to the satisfaction of the said Commissioner or Commissioners And if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid it shall be lawful for the said Commissioner or Commissioners to cause the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

8. At all times during the said term to cultivate and manage the said land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the said County of Southampton and to keep the same clear and in good heart and condition

Buildings

9. To ^{preserve} prepare all the trees for the time being standing or growing upon the said premises first hereinbefore demised from bite of cattle and other injury and not without the consent in writing of the Commissioner or his Agent to cut down fell or destroy lop top or prune any of such trees under & the penalty of £20 for every such tree to be from time to time paid to the King's Majesty His Heirs and Successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid
10. Not at any time during the continuance of this demise to raise or remove any mineral substance stone clay brick or tile earth gravel sand or substrata from the said premises first hereby demised except materials for repairing existing roads or paths in or upon the said premises or for any necessary repairs connected with the said premises such materials to be raised or removed from such places on the said demised premises as shall be indicated by the Commissioner or his Agent nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof.
11. Once or oftener in every year to spud or destroy the thistles and docks upon the meadow land hereby demised.
12. Not at any time during the said term to cut more than one crop of hay in any one field of meadow land hereby demised nor two years in succession without properly manuring the same.
13. Not to plough or break up any part of the meadow land hereby demised without the previous consent in writing of the said Commissioner or Commissioners.
14. Not to erect any new building on the land hereby demised without the previous consent in writing of the said Commissioner or Commissioners.
15. Not to use the premises first hereinbefore described otherwise than as a private residence and cottages buildings and lands held therewith.
16. On the expiration or other sooner determination of the said term hereby granted to yield up to the King's Majesty

His Majesty His Heirs and Successors or to the said Commissioners or Commissioners possession of the said premises first hereinbefore described except such buildings as may have been removed by the Lessee under the power aforesaid and all buildings and improvements to be erected thereon and the fixtures thereto and all hedges gates and fences thereof and of the secondly described premises and other appurtenances in good and substantial repair and the said land hereby demised in a good and proper state of cultivation and in good heart and condition.

17. To permit the said Commissioner or Commissioners from time to time during the said term on previously giving to the Lessee reasonable notice in writing to enter upon the demised premises and to kill and destroy and effectually keep down the ground game thereon and in the woods and lands secondly hereinbefore described and for that purpose to appoint any person or persons to take such steps as the Commissioner or Commissioners shall think fit but such appointments shall from time to time be signified in writing to the Lessee for killing and reducing the ground game to such extent as shall in the opinion of the said Commissioner or Commissioners be consistent with the good management of the said woods lands and premises.

18. Not at any time during the said term in exercising the right of sporting hereby granted permit or suffer any damage or injury to be done to the lands trees fences or crops of His Majesty or of the tenants or occupiers of the lands and premises secondly hereinbefore described and in case of any damage or injury being done to the said lands trees fences or crops by or with the permission of the Lessee or his Agent to make full compensation and recompense to His Majesty His Heirs and Successors or to the tenants or occupiers of the said premises as the case may be for any such damage or injury as aforesaid

19. At the end or other sooner determination of the said term hereby granted to leave a fair and reasonable stock of ^{wild} game on the said land secondly hereinbefore described

described

20. Not to assign this lease or underlet otherwise than as a furnished house the said premises hereby demised or any part thereof or part with the possession of the said premises without the license and consent in writing of the said Commissioners or Commissioners

21. To procure every assignment which may with such license as aforesaid be made of these Presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration or other instruments affecting the devolution of this lease or the term hereby granted to be within 6 calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the office of the said Commissioners or Commissioners and to pay the usual fees therefor

10 of the said days herebefore appointed for the payment thereof respectively

Provided always and these presents are upon this express condition that if the said rents of £430 and £520 respectively ^{shall be unpaid for the space of 10 days next after} or the said additional rents hereby reserved or either of them or any part of the same ^{shall be unpaid for the space of 10 days next after} respectively or in case the lessee shall not observe and perform the several covenants agreements and conditions herein contained and which on his part ought to be observed or performed then and in any of the said cases it shall be lawful for his Majesty His Heirs and Successors or the said Commissioners or Commissioners on behalf of His Majesty His Heirs and Successors to enter into and upon and retain possession of the said first hereby demised premises as fully and effectually in all respects as if these Presents had not been made and after such reentry as aforesaid the rights of hunting shooting and sporting and all other if any the rights hereby granted shall cease and determine

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

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.

The Schedule above referred to

No. on Plan	Description.	State of cultivation	Contents		
			a.	r.	p.
1	Kennel field & cottage	Arable	4	3	25
2	Avenue	Road	1	0	30
3	Avenue	"	1	3	8
4	Paddock	Pasture.	7	0	28
5	House, garden, buildings.	Garden, Shrubbery.	9	2	14
6	Paddock.	Pasture	1	2	27
7	Park - part of.	"	16	0	36
8	Meadow.	"	6	0	22
9	Flam piece	Arable.	17	1	11
10	Do.	Grass.	12	1	36
11	Approach Road	Road	"	1	34
12	Field.	Arable	5	3	12
13	Do.	Grass.	5	3	19
14	Do.	Pasture	4	1	28
15	Do.	Arable.	7	3	38
16	Do.	Grass.	7	1	2.
17	Wood & Rough Pasture.	"	4	0	23.
18	Pond piece	Grass	9	2	25
19	Lodge Pond	"	7	1	3
20	Paddock.	Pasture	-	3	37
21	Do.	Do.	2	0	22
22	Houses, gardens, yards & plantation	"	3	1	27
23	Field	Pasture	3	2	18
24	Do.	Arable.	8	2	1.
25	Do.	Grass.	3	3	24
26	Do.	Do.		3	36
27	Do.	Pasture.	15	1	5
28	Keepers cottage & Meadow	"	2	1	17.
		<u>Aenes.</u>	<u>172</u>	<u>2</u>	<u>8.</u>

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

E. Stafford Howard A *ES*

Office of Woods,
1 Whitehall Place,
London S.W.

Signed sealed and delivered
by the within named William
Mitchell Neworth in the presence
of

W. M. Neworth *WN*

Ernest Sansome
Butler,
Alice Holt Lodge

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

W. J. Green
Supt. to the Keeper of the Records

Novem: 18th 1901.

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Assigned to Rowe & Mitchell Ltd 1913

See W.L. 1329 page 51

**Isle of Alderney
DEAN FOREST.**

copy

Articles of Agreement made the
22nd. day of *January*. One Thousand
nine hundred and *two*. Between THE KING'S
MOST EXCELLENT MAJESTY of the first part EDWARD
STAFFORD HOWARD Esquire C.B. a Commissioner of His
Majesty's Woods Forests and Land Revenues of the second part and
Messrs. Matthew Arcot Rowe and Christopher
Mitchell of 65, Arbutnot Road, New Cross in the County
(hereinafter called "the said Tenants") of the third part *of London.*

THE said EDWARD STAFFORD HOWARD as such Commissioner
as aforesaid on behalf of His Majesty hereby agrees to let to the said
tenant who hereby agrees with His Majesty to take and rent as tenant
to His Majesty ALL ~~THE~~ *those pieces or parcels*
of land containing 11.0.13^{a. r. h.} or thereabouts
being parts of land called the Butes
situate in the Isle of Alderney which
said pieces or parcels of land are
approximately shown by red
colour on the plan attached hereto

_____ lately in the
occupation of *John Gallichan*
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant S_____

Edward Howard

Edward Howard

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Consent in writing
of the Commissioners
of Woods for the
time being in
charge of the
property
* tenants on the
said land in
good and substantial
repair

from the *twenty fifth* day of *December 1901*
as tenants from year to year (the tenancy being however determinable
as after mentioned) at the yearly rent of *Five Pounds*
to be paid to *the Crown Receiver in Alderney*
free from all taxes rates and deductions whatsoever (~~except Land Tax~~
~~property tax~~) by equal Quarterly payments on the *twenty fifth*
day of *March* the *twenty fourth* day of
June the *twenty ninth* day of *September*
and the *twenty fifth* day of *December* in every year
the first Quarterly payment to be due on the *twenty fifth*
day of *March 1902* AND the said tenant s
hereby agree that they will pay to the King's Majesty the said yearly
rent of *Five 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~~ *Road 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 not do or suffer
~~nor erect any fencing without the~~ *thoroughly weed and*
any 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
~~and will protect the trees for the time being standing~~ *on the said*
~~windows and doors in good repair and the ceilings and interior walls~~
~~land and the fencing round the same and will use~~ *this best*
~~properly cleaned and whitewashed~~ and will on the determination of *endeavours to*
prevent injury
the tenancy hereby created deliver up the said premises in ~~such repair~~ *good heart*
~~and deliver up any fencing that may be erected by the~~ *there to and*
and condition as aforesaid to the King's Majesty his heirs or *will so that the*
cattle that they
successors or to the said EDWARD STAFFORD HOWARD or other the *shall not be able*
to damage such
Commissioner or Commissioners for the time being of His Majesty's *fencing*
Woods Forests and Land Revenues having the Management of the
said premises (hereinafter called "the said Commissioner or Com-
missioners") or to whom he or they may appoint AND will permit

Signed by the
EDWARD STAFF
in the presence

Chas

Signed by the

John

in the presence

Willie

F

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 ~~the said tenant~~ further agrees that he will so far as possible keep a watch over and protect the Crown Property in the neighbourhood of the premises from injury ~~or damage~~ 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~~ 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 *them* 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 His 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 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 subscribed their names the day and year first above written.

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

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

(sgd.) E Stafford Howard

Signed by the above-named

John Tyler Rows & Co Mitchell
in the presence of

William Gausain
Trustee's Lodge
Danby
Leam Trust

(sgd) Rows & Mitchell

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DEAN FOREST.

Dated _____ 19__

EDWARD STAFFORD HOWARD, Esq., C.B.,
a Commissioner of His Majesty's Woods, &c.,

AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ _____ per Annum.

W. B. & L. (A.)—33713—300-0-1900
429/5—100-4-01

DEAN FOREST.

Dated

19

EDWARD STAFFORD HOWARD, Esq., C.B.,
a Commissioner of His Majesty's Woods, &c.,

AND