

Solv 1901-02

Recd

Bated An Agreement made the 22<sup>nd</sup> day of March 1902 Between  
 11 March 1902 The King's Most Excellent Majesty of the first part Edward  
 — Stafford Howard Esquire C.B. a Commissioner of Woods on  
 — Counties of behalf of His Majesty of the second part and Edward Thomas  
 — Monmouth Heaphy of St. Anne's House Tintern in the County of Monmouth  
 — Gloucester Esquire (hereinafter called the Grantee) of the third part Whereby  
 — in consideration of the rent and covenants hereinafter  
 — reserved and contained and on the part of the Grantee to  
 — be paid and performed The said Edward Stafford Howard  
 — C.B. a such Commissioner as aforesaid in exercise of the  
 — Commissioners powers of the Crown Lands Acts 1829 to 1894 and with the  
 — His Majesty's Consent of the Lord Commissioners of His Majesty's Treasury  
 — Woods & signified by their Warrant dated the 21<sup>st</sup> day of December  
 — to 1901 Both for and on behalf of His Majesty grant to the  
 — E.J. Heaphy Grantee All that the exclusive right and privilege of fishing  
 — for Salmon with rod and line in so much of the River Wye  
 — as lies between Redbrook and Whitebrook more particularly  
 — shown on the plan annexed hereto and thereon coloured  
 — pink To hold the said right and privilege unto the Grantee  
 — from the 2<sup>nd</sup> day of February 1902 for the term of 5 years  
 — subject nevertheless as hereinafter mentioned Paying therefor  
 — during the first three years of the said term unto the King's  
 — Majesty His Heirs and Successors the clear yearly rent of £50  
 — 2 Feb 1902 and thereafter during the residue of the said term the clear  
 — Term 5 yearly rent of £60 such rents to be paid by equal half  
 — Expires 2 Feb 1907 yearly payments on the 2<sup>nd</sup> day of August and the second  
 — day of February in every year free from all present and  
 — Yearly Rent future taxes charges assessments and other impositions  
 — £50 for first whatsoever except Landlords Property Tax And the Grantee  
 — 3 years + £60 hereby covenants with the King's Majesty His Heirs and  
 — afterwards Successors in manner following that is to say:-  
 — 1. To pay unto the King's Majesty His Heirs and Successors  
 — the said rents hereby reserved upon the days and in the  
 — manner aforesaid  
 — 2. To pay all rates taxes charges assessments and impositions  
 — and outgoings now or at any time hereafter during the  
 — said term to be taxed charged rated assessed or imposed  
 — in respect of the right of fishing hereby granted

(except)

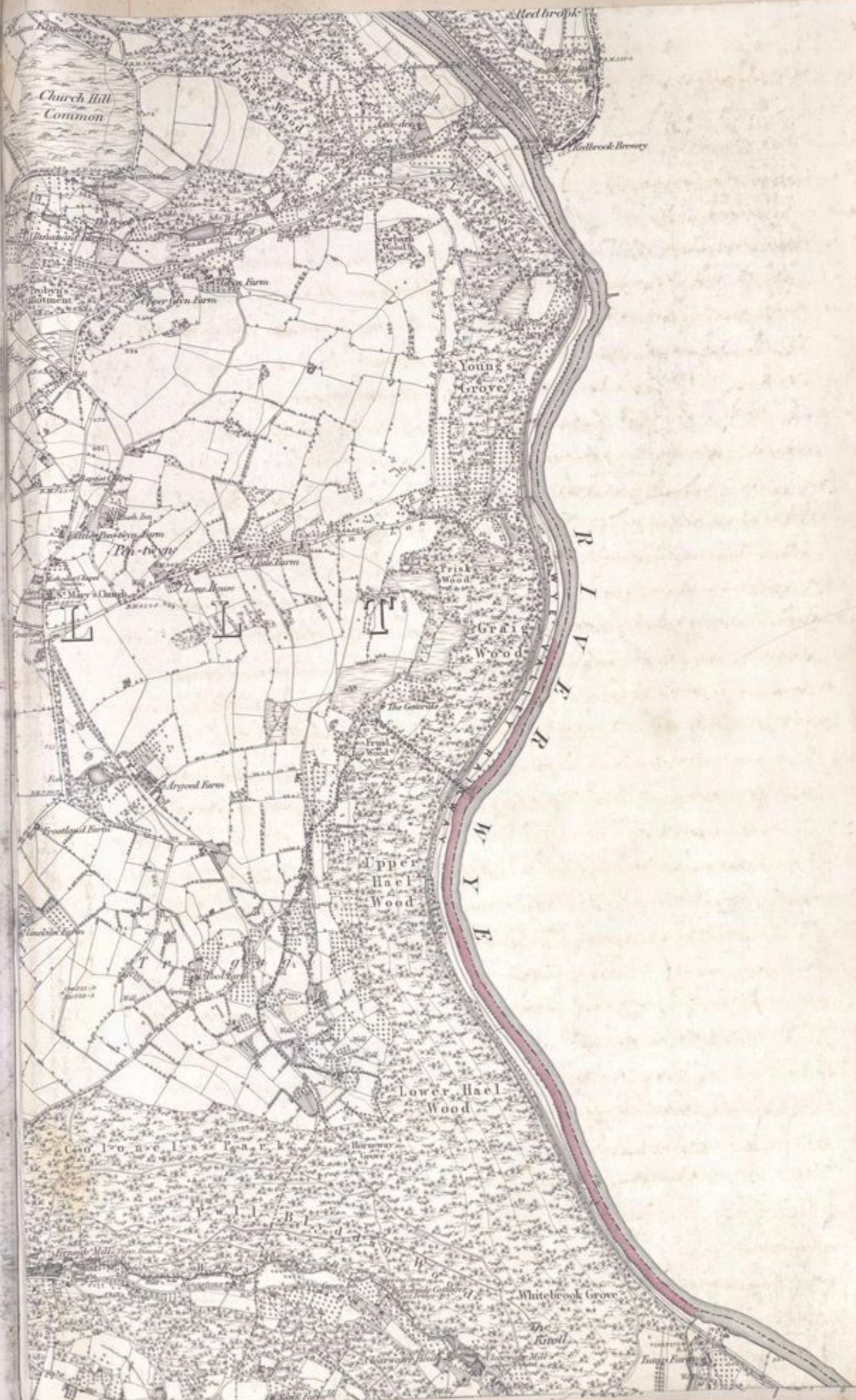
(except landlords property &c)

3. To keep and preserve the said Fishery and all other things to the said fishery belonging or appertaining in good repair order and condition and at the end or other sooner determination of the said term to peaceably and quietly surrender and yield up the same to the said Edward Stafford Howard or other the commissioners or commissioners of Woods for the time being hereinafter called the commissioners or to such person or persons as he shall appoint.
4. To fish for Salmon in their proper seasons only and not to fish by any illegal methods.
5. The word Salmon to be interpreted as in the Salmon Fishery Acts 1861 to 1873.
6. To keep and on the 1<sup>st</sup> day of December in each year to render to the Deputy Surveyor for the Forest of Dean a true and accurate account in writing of the number and weight of the Salmon taken or caught in exercise of the powers of this demise giving the date and places and state of the water as well as particulars of the fish.
7. Not to do commit or suffer to be done or committed any waste spoil or destruction in to or upon the said premises nor do any act matter or thing in or upon the said premises which may be contrary to the provisions of any Act or Acts passed for making the said River Wye navigable.
8. Not to assign or underlet the rights hereby granted or any part thereof without the license and consent in writing of the Commissioner for that purpose first had and obtained.
9. At all times during the said term to take proper measures to protect the said Fishery and warn off all unauthorised persons who during the said term shall fish or otherwise poach or trespass on the said Fishery and pay all expenses of and relating to the prosecution of trespassers on the said fishery.

Provided always and these presents are upon this conditions that if the said rents or any part of the same shall be unpaid for the space of 140 days next after,

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either of the said days hereinbefore appointed for the payment thereof or in case the Grantee shall not observe and perform the several covenants and conditions herein contained the Commissioners of Woods may by notice in writing under his hand determine the term and thereupon these presents and the rights and privileges hereby granted shall absolutely cease and determine become void but without prejudice to any rights of action or remedy which shall have accrued in respect of any breach of any of the covenants and provisions herein contained.

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

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

Chas. E. Howlett  
Office of Woods

1 Whitehall Place, London SW

Signed sealed and delivered by  
the above named E. S. Head in  
the presence of

W. D. Mackintosh.

The Rectory, Sandon  
Mon. - Rector.

E. Stafford Howard (P.S.)

E. S. Head (P.S.)

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

8 April 1902

1902

L. J. Green  
Assist. to the Keeper of the Records

Dated This Indenture made the 4<sup>th</sup> day of March 1902  
 4 March 1902 Between The Parkend Deep Navigation Collieries  
 limited of Parkend in the County of Gloucester the  
 Forest of Registered Owners of the Gale of Coal called the Little Britain  
 Bear and Colliery (hereinafter called "the Registered Owners") of the  
 Hundred of first part Edward Stafford Howard Esquire C.B. a  
 St. Briavels Commissioner of His Majesty's Woods and His Majesty's  
 Gavelor of and for the Forest of Bear in the County of  
 Gloucester of the second part and The King's Most  
 Excellent Majesty of the third part Whereas the  
 persons holding the said Gale have deserted from working  
 called the the same for a period of five years and upwards in  
 Little Britain in violation of the 9<sup>th</sup> Rule specified in the Second Schedule  
 Colliery of the Dean Forest Mining Commissioners Award of  
 to Coal Mines dated the 8<sup>th</sup> day of March 1841 and the  
 The King's said Gale has become liable to be forfeited to the  
 Most Excellent King's Majesty And whereas it has been agreed  
 Majesty between the Registered Owners and the said Edward  
 Stafford Howard as such commissioners and Gavelor  
 as aforesaid that in consideration of the forbearance  
 until the 30<sup>th</sup> day of June 1904 of the execution of the  
 right of re-entry so accrued as aforesaid to His  
 Majesties such release and surrender of shortworkings  
 and such covenants and grants shall be executed  
 as are hereinafter contained Now this Indenture  
 witnesseth that the Registered Owners do by these Presents  
 release surrender and renounce unto the King's Most  
 Excellent Majesty His Heirs and successors All right and  
 liberty of them the Registered Owners and all persons holding  
 through or under them of making up so much of the  
 shortworkings accumulated up to and including the  
 31<sup>st</sup> day of December 1900 in respect of the said Gale as  
 amount to the sum of £20 Provided always and  
 the Registered Owners do covenant and agree with and to  
 the King's Most Excellent Majesty His Heirs and Successors  
 in manner following that is to say:-

- That the said right of reentry so accrued to His Majesty  
 His Heirs and successors shall not be deemed to be waived

by

March 1902  
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by these Presents or by the receipt of rent or by the registration  
 of any transfer of the said Gale before the Registered Owners or  
 holders of the said Gale he shall have bona fide resumed the  
 working thereof.

2. That powers of taking suing for or recovering and all  
 obligations and covenants for payment of Galeage rents dead  
 or certain rents and royalty or tonnage duty shall be in force  
 and shall apply with reference to the Galeage rent dead or  
 certain rent royalty or tonnage duty hereafter to become  
 due in respect of the said Gale without deduction of the  
 Shotworkings intended to be hereby released or any part  
 thereof.
3. That nothing herein contained shall diminish or  
 postpone any rights or powers of re-entry or other rights  
 or powers of His Majesty His Heirs and Successors in respect  
 of the said Gale other than the particular right of re-entry so  
 agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention  
 of these presents that if the Registered Owners orholders shall on  
 the 30<sup>th</sup> day of June 1904 have continued in the occupation of  
 the said Gale paying the proper rents and royalties to the  
 Crown without deduction on account of the Shotworkings  
 intended to be hereby released or any part thereof and duly  
 observing the conditions under which they hold and shall  
 have bona fide resumed the working thereof before that date  
 the particular right of reentry so agreed to be postponed  
 as hereinbefore mentioned shall not be exercised And the  
 said Edward Stafford Howard doth hereby direct that this  
 Deed shall be deemed to be fully and sufficiently enrolled  
 by the deposit of a duplicate thereof in the Office of Land  
 Revenue Records and Inrolments and the filing or  
 making an entry of such deposit by the Keeper of the  
 said Records and Inrolments In witness whereof the  
 Parkend Deep Navigation Colliers Limited have hereunto  
 affixed their common seal and the said Edward Stafford  
 Howard has hereunto set his hand and seal the day  
 and year first above written.

J. H. Deakin } Directors.  
F. J. Hockaday }

Seal of  
Parkend Keep  
Navigation  
Collieries Ltd.

F. J. Hockaday. Secretary.

Signed sealed and delivered by  
the above named Edward Hafford }  
Hafford in the presence of - - - - - }  
Morton Evans.

Office of Woods  
Whitehall.

E. Hafford Howard (L)

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

W. J. Green

8 April 1902

Assist: to the Keepers of the Records.

ASR

Dated  
Mar. 1902.

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Dated Jan. 1902 This Indenture made the 11<sup>th</sup> day of January 1902 Between the Speech House Main Collieries Company limited the Registered Owners of the Gale of coal called Union and Cannop Engine Colliery (hereinafter called 'the Registered Owners') of the first part Edward Stafford Howard, Esquire B.B. a Commissioner of His Majestys Woods and His Majestys Gamester of the Forest of Dean & hundred of St Briavels of and for the Forest of Dean in the County of Gloucester of the second part and The Kings Most Excellent Majesty of the Registered third part Whereas the persons holding the said Gale have owners of the neglected to continue the driving of certain cross measures with gale of coal a view of winning the coal in the said Colliery as agreed and called the Union & Cannop Engine Colliery they have desisted from working the said Gale for the space of 5 years at one time in violation of the 9<sup>th</sup> rule specified in the second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the 8<sup>th</sup> day of March 1841 And the said Gale has become liable to be forfeited to the Kings Majesty And whereas it has been agreed between the Registered Owners and the said Edward Stafford Howard as such Commissioner and Gamester as aforesaid that in consideration of the forbearance until the thirteth day of June 1904 of the execution of the right of reentry so accrued as aforesaid to His Majesty such release and surrender of shortworkings and such covenants and grants shall be executed as are hereinafter mentioned Now this Indenture witnesseth that the Registered Owners do by these Presents release surrender and renounce unto the Kings Most Excellent Majesty His Heirs and Successors All right and liberty of them the Registered Owners and all persons holding through or under them of making up so much of the shortworkings accumulated up to and including the 30<sup>th</sup> day of June 1899 in respect of the said Gale as amount to the sum of £500 Provided always and the Registered Owners do covenant and agree with and to the Kings Most Excellent Majesty His Heirs and Successors in manner following that is to say:-

1. That the said right of reentry so accrued to His Majesty His Heirs and Successors shall not be deemed to be

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winded by these presents or by the receipt of rent or by the registration of any transfer of the said Gale before the Registered Owners or holders of the said Gale shall have bona fide resumed the working of such Gale.

2. That powers of taking, suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty the King and successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.
4. And it is hereby declared that it is the intention of those presents that if the Registered Owners or holders shall on the 30th day of June 1899 have continued in the occupation of the said Gale paying the proportionate and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue & Records and Informants and the filing or making an entry of such deposit by the Keeper of the said Records and Informants In witness whereof the said Edward

Stafford

Stafford Howard has hereunto set his hand and seal  
and the said Company have caused their common seal to be  
hereunto affixed the day and year first above written.

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

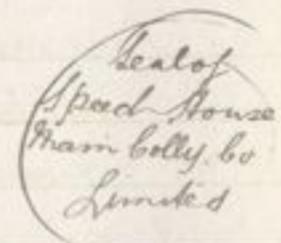
Chas. E. Howlett

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

E. Stafford Howard (L.S.)

The common seal of the Speckle  
House Main Collieries Company  
limited was hereunto affixed  
in the presence of

Sutcliffe Tattar } Directors  
R.W.R. Wheeler }  
Theo. Cooper Secretary



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.

8 April. 1902.

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

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Schr 1901-02

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Dated 1<sup>st</sup> Feby. 1902 This Indenture made the 1<sup>st</sup> day of February 1902.  
 Between The Kings Most Excellent Majestys of the first part Edward Stafford Howard Esq. & B.B the Commissioner, counties of Woods in charge of certain parts of the land Revenues of Monmouth, of the Crown including the lands and hereditaments Gloucester, and hereinafter mentioned on behalf of His Majesty of the Hereford. second part and The Right Honourable Edwyn Francis Scudamore Stanhope Earl of Chesterfield The Right Honourable Godfrey Charles Morgan Baron E. Stafford Frederic Sir John Richard Geers Cofferell Howard Esq. B.B. Baronet of Gammon in the County of Hereford Charles a Commissioner Venables Llewellyn of Llysdinam Newbridge-on-Wye of Woods to in the County of Radnor Esquire and Charles Harcourt to Gami Wood of Llanvair-Builth in the County of Brecon a Captain in His Majestys Army (hereinafter called "the lessees") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained and on the part of the lessees to be paid and performed The said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10<sup>th</sup> George the Fourth Chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria chapter 42 and and severall with the consent of the lords commissioners of His Majestys Treasury signified by their Warrant dated the 25<sup>th</sup> day of January 1901 Both for and on behalf of the Kings Lessees. Majestys demise and lease unto the lessees their successors and Assigns All that the exclusive right

royalty liberty and privilege of fishing with nets including fishing with pots putchers and stop nets in All that part of the River Wye situate in the Parish of Monmouth in the County of Monmouth and Rent £525 extending down the said River from the lower boundary of the Hadnock Fishery in the said River up to the old river mouth of the River Monnow and which fishery formerly belonged to the Mayor Alderman and Burgesses of the Borough of Monmouth And also All that the right and liberty of fishing with nets as aforesaid in the River Wye in the Counties of Monmouth and Gloucester.

*Surrendered  
by grant  
rec'd lease  
for 21 yrs to  
2 Feb 1902  
& recd corresp  
see 25/1  
V.B 25/1  
4/19*

\* These plans are similar to those on page 203 ante. but ex - include the Wye river bordering on the de - less - ne - the fi - an

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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 Redbrook. And also so much and such part and parts of all that the several fishery and right and liberty of fishing in the said River Wye as belongs to His Majesty in the said River Wye between the said Upper Redbrook and to Hawthorne Tree in Abbot's Ham. And also all that the right and liberty of fishing with nets as aforesaid in the said River Wye on both sides thereof from the said Hawthorne Tree in Abbot's 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 said River Wye (saving and excepting the right (if any) of any other person or persons to fish in any portion of the water on the side of the said bank between the Black Rock and the mouth of the Wye.) And Also all that the right and liberty of fishing with nets as aforesaid in all those fisheries known as <sup>the</sup> Woolaston Fishery the Pill House Fishery the Beachley Bay Fishery the Beachley Fishery and the Redwick Fishery All which Fisheries hereby demised with the boundaries and extent thereof are more particularly delineated and shown on the two plans annexed and thereon coloured red Together

\* These plans are similar by all lawful ways and means whatsoever (other than by those on <sup>the</sup> means of rod and line) as they may think proper at all Page 203  
seasonable times in the year as allowed by law to fish for catch and take Salmon fish and other fish (other than Murgeon but ex - and Royal fish) in and upon the waters of the said Rivers iudicet the Wye and Severn and the fisheries aforesaid and on the banks sands ouges shores eddies and accustomed places thereof respectively between the several points within the boundaries and lands hereinbefore particularly described Together with power liberty and authority to the lessors to break the ground and soil of the said rivers respectively 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

aforsaid ( save and except upon that portion of the right shore or bank of the said River Wye at Chepstow in the County of Monmouth between the landing stage and slip belonging to the Duke of Beaufort and the slip or landing place belonging to the said Duke near the Custom House there called "the Duke's Slip." Together will all liberties privileges rights emoluments advantages and appurtenances to the said Fisheries belonging and appertaining (except as aforesaid) so nevertheless that the lessees shall be entitled to exercise the said right royalty liberty and privilege of fishing to such an extent only as will enable them to catch so many fish as will realize when sold the amount of the rent of £525 hereby reserved together with such expenses and payments as are hereinafter described Except and reserving unto His Majesty His Heirs Successors and Assigns and the said Edward Stafford Howard or other the Commissioners or Commissioners of Woods for the time being in charge of the demised premises (who are all hereinafter referred to as "the lessor") and any person or persons authorised by him the full right and liberty of fishing with rods but not with nets in and over the parts of the said River hereinbefore described And also reserving unto His Majesty all Sturgeon and Royal Fish within the Fishery hereby demised To hold the said Fishery and all and singular the premises hereby demised unto the lessees from the 2<sup>nd</sup> day of February 1902 for the term of 21 years subject nevertheless as hereinafter mentioned Paying therefore during the said term unto the King's Majesty His Heirs and Successors the clear yearly rent of £525 to be paid by equal half yearly payments on the 2<sup>nd</sup> day of August and the 2<sup>nd</sup> day of February in every year free from all present and future taxes charges assessments and other impositions whatsoever (except landlord's property tax) And the lessees hereby jointly and separately covenant with the King's Majesty His Heirs and successors in manner following that is to

say:

The conditions  
of this clause  
made for  
Year 1906.  
See F. 1184/06  
in file  
60049.

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- says:-
1. To pay unto the King's Majesty His Heirs and Successors the said rent or sum of £525 upon the days and in the manner aforesaid.
  2. To pay all rates taxes charges assessments impositions fees for licenses and all other outgoings whatsoever now or at any time hereafter during the said term to be taxed charged rated assessed or imposed in respect of the said hereby demised premises or any part thereof (except the landlord's Property Tax)
  3. To keep and preserve the said fishery and all other things to the said fishery belonging or appertaining in such good repair order and condition as they are now in and at the end or other sooner determination of the said term to peaceably and quietly surrender and yield up the said demised premises in such good repair order and condition as aforesaid to the lessor or to such person or persons as he shall authorise to receive the same.
  4. At all times during the continuance of the said term to use their best endeavours to preserve and keep from spoil or destruction the young fry and spawn of Salmon Trout and Char in the said fishery and not to catch or take or permit or suffer to be caught or taken by nets any Salmon out of the said fishery hereby demised except at lawful times in the year.
  5. To assert and use their best endeavours to maintain the existing rights to net on the said Rivers and to the use of the shores sands ouys eddies and banks and accustomed fishing places for working and landing nets as heretofore exercised and to exercise the rights hereby demised to such extent only as will in the first place assert and maintain such existing rights as aforesaid and secondly will enable the lessees to catch as many fish as will realise when sold

*The conditions  
of this clause  
warranted  
Year 1906.*

*See F. 1184/10  
in file  
60049.*

- (1) The amount of the rent of £525 hereby reserved and after payment thereof
- (2) The wages rates taxes fees paid for licenses and other expenses and outgoings paid in respect of such fisheries including interest at 3% on any borrowed capital and

says:-

an

*Should be  
Board of  
Conservators*

an annual sinking fund on the 3% compound interest table sufficient to replace such capital by the date of the expiration of the term hereby granted and such sum to make good the depreciation of material from time to time as may be required

(2) such a sum as will make up to the Wye Board of Conservators the loss of receipts for netting licences incurred by them in respect of nets taken off the fisheries hereby devised or under clause 9 in other parts of the River Wye.

(3) such sums as may be required for extra watching  
(4) one hundred pounds as an annual contribution to the funds of the River Wye ~~Wise Men's Association~~

Provided that the sum realised by the sale of salmon in any year of the said term shall not exceed the sum of £2000 except for the purpose of making up for any previous deficiency and that the total expenditure as permitted under this clause shall not exceed the sum of £2000 in any year of such term. If the sum realised by the sale of salmon in any year of the said term shall in consequence of any oversight miscalculation or otherwise exceed the total expenditure actually incurred during that year and permitted by these presents together with such sum as may be required to make up any previous deficiency then the surplus shall be placed to a reserve fund towards meeting any deficiency in any future year or years of the said term. Provided nevertheless that at the end of the term hereby granted such surplus (if any) still remaining shall be applied for the purpose of improving the fishing in the River Wye in such manner as shall be approved of in writing by the lessor.

6. Not to exercise the right of fishing hereby devised in that portion of the River Wye above Chepstow Bridge except to such an extent as may be necessary for the purpose of asserting and maintaining the existing fishing rights therin, or unless it is found by

experience

experience that an insufficient number of fish are caught below the said Bridge to produce by the sale thereof the rent and other sums hereby permitted to be raised by the lessor.

7. To keep and at the end of the fishery season in each year to render to the lessor a true and accurate account in writing of the number of nets used and of the places at which they were used also the number and weight of the salmon and other fish taken or caught in exercise of the powers of this demise and also an account of the prices realised by the sale of such fish and of the expenses allowed under the provisions of this lease and incurred by the lessees upon or in relation to the fishery hereby demised.
8. Not to do commit or suffer to be done or committed any waste spoil or destruction in to or upon the said premises hereby demised or any part thereof nor do any act matter or thing in or upon the said premises which may be contrary to the provisions of any Act or Acts passed for making the said River Wye Navigable.
9. At all times to use their best endeavours to secure the taking off of all nets now in use above Chepstow Bridge in the River Wye under fishery rights not included in this demise and to prevent all persons except those who may be permitted or authorised by them the lessees (or by the lessor in respect to the use of rods) from encroaching or trespassing upon or fishing with nets in the said fishery hereby demised and at their own expense to take all such criminal proceedings as may be necessary for prosecuting any persons who may without such consent as aforesaid be found encroaching or trespassing upon or fishing with nets in the said fishery the said parties hereto of the first and second parts furnishing to and providing the lessees free of cost with the evidence of their title to the said hereby demised premises if such evidence shall be required in any such proceeding as aforesaid.
10. Not to assign or underlet the premises hereby demised or any part thereof without the license and consent in writing of the lessor for that purpose first had and obtained.

11. Provided always and these presents are upon this condition that if the said rent of £525 or any part of the same shall be unpaid for the space of forty days next after either of the said days hereinafore appointed for the payment thereof or in case the lessees shall not observe and perform the several covenants and conditions herein contained the lessor may enter into and upon the said hereby demised premises or any part thereof in the name of the whole and the same and every part thereof to retain possess and enjoy as fully and effectually in all respects as if these presents had never been made.

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

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

Chas E. Horoldt.

Office of Woods.

1<sup>st</sup> Whitehall Place

London S.W.

E. Stafford Howard *(Signature)*

Signed Sealed and Delivered  
by the above named Edward  
Francis Scudamore Stanhope  
Earl of Chesterfield in the presence  
of

John Hotelkis Jr.

Pontarfran

Brecon.

Chesterfield *(Signature)*

Signed sealed and delivered  
by the above named Godfrey }  
Charles Morgan Baron }  
Tredegar in the presence of  
John Hotchkiss  
Pontarfran  
Brecon.

Tredegar (L.S.)

Signed Sealed and Delivered  
by the above named Sir John }  
Richard Geers Cottrell in }  
the presence of  
Francis R James.  
Solicitor  
Hereford.

J. R. G. Cottrell (L.S.)

Signed Sealed and Delivered  
by the above named Charles }  
Vernables Jewelllyn in the }  
presence of  
John Hotchkiss Jr.  
Pontarfran  
Brecon.

C. Vernables Jewelllyn (L.S.)

Signed Sealed and Delivered  
by the above named Charles }  
Harcourt Yain Wood in the }  
presence of  
R. G. Strange ??  
of Hurnstanton Hall  
Norfolk.  
Esquire.

C. Harcourt Yain Wood (L.S.)

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

8th April 1902.

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

290

Hundred of St. Briavels  
File 1219<sup>2</sup>

Permission to take stone from quarry between Cinderford and Littledean.

Messrs Redler & Cooksey.

Royalty £d per ton

Gentlemen,

Dean Forest.

File 1219<sup>2</sup>

Quarries within the Hundred of St. Briavels

The Deputy Surveyor having forwarded to Mr. Stafford Howard a letter from Mr. Rhodes dated the 31<sup>st</sup> ultimo requesting that a license to work the undermentioned Quarry may be granted to you and forwarding 2/6 in respect of past workings. I am to inform you that Mr. Howard grants you permission to take stone from the Quarry coloured pink on the enclosed tracing subject to the following conditions:-

1. A royalty is to be paid of 3d per ton of 2240 lbs weight or cubic yard on all stone gotten and sold or otherwise disposed of.
2. Properly verified accounts are to be rendered yearly on the 29<sup>th</sup> September to the Deputy Surveyor.
3. The permission is to be determinable by either party on the 29<sup>th</sup> September in any year by 6 months previous notice.

I am to request that you will be good enough to acknowledge the receipt of this letter.

I am re.

(Sd) Chas. E. Howlett.

Messrs Alfred Redler & John Cooksey.

No 4454.

To

E. Stafford Howard, Esq.

On behalf of Mr. John Cooksey and myself I beg to acknowledge receipt of letter re quarries.

I beg re.

(Sd) Alfred Redler.

Cinderford R. S. O.

11<sup>th</sup> February. 1902.

of Woods.  
4 February 1902

F. 272.

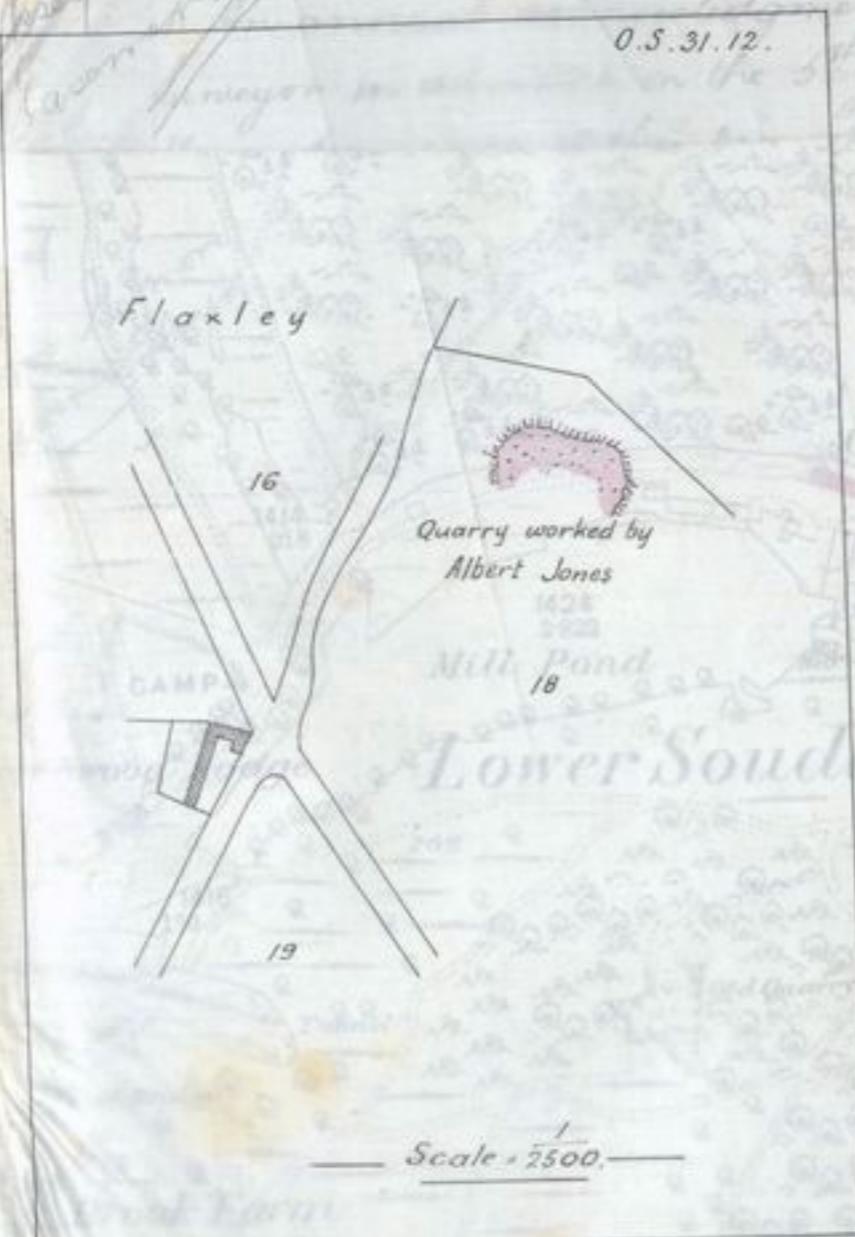
291  
Office of Woods,  
3rd February 1902.

Gentlemen,

Abbotswood Estate.

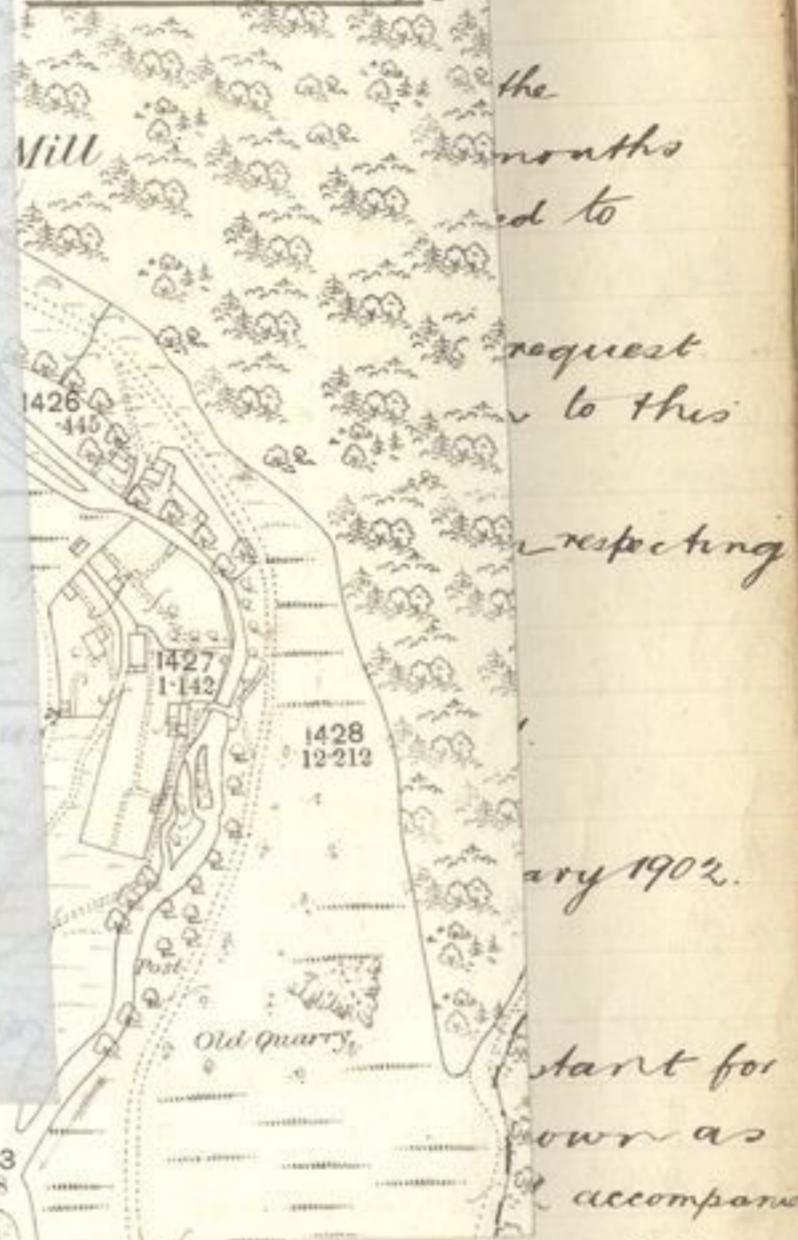
File 1227.

Advertising to previous correspondence I am directed by Mr. Stafford Howard to inform you that he is prepared to grant to Mr. James Jones permission to use and maintain the Mill shown by pink dots on the Land Revenue Map on the following



£10.- is to be paid to the Deputy  
Surveyor in each future year during  
the first payment in respect  
of the same.

LOS. XXXIX. Oil repair



your letters and I agree to pay the acknowledgment and to  
observe the conditions therein specified

I am etc.

W. James Jones.

Stafford Howard Esq. B.B.

ce of Woods.  
10<sup>th</sup> February 1902

291

F. 292.

Office of Woods.  
3<sup>rd</sup> February 1902.

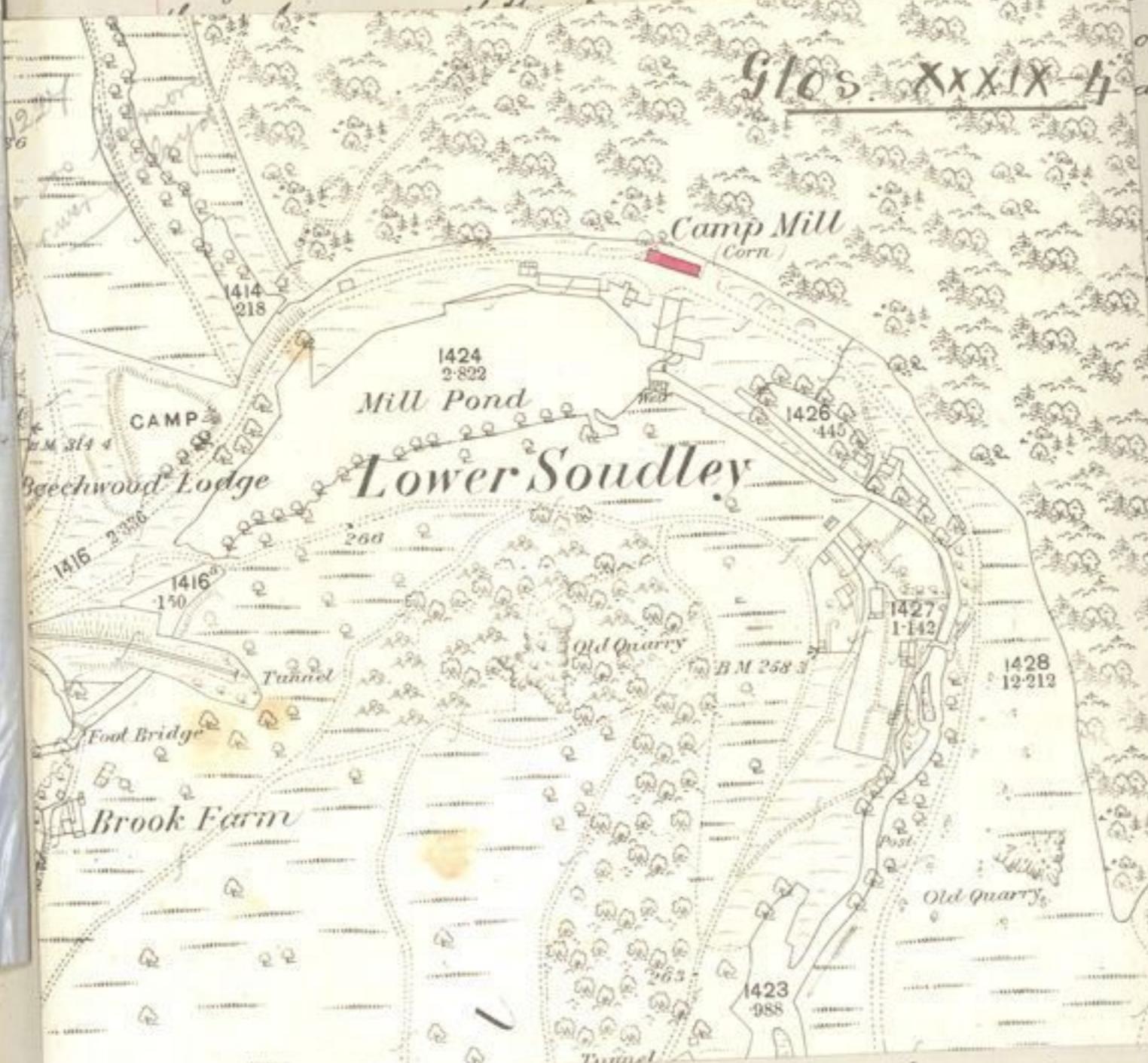
Gentlemen,

Abbotswood Estate.

No 1227.

Advertising to previous correspondence I am directed by Mr Stafford Howard to inform you that he is prepared to grant to Mr James Jones permission to use and maintain the Mill shown by pink colour on the enclosed Ordnance Map on the following terms and conditions: viz:-

1. An annual acknowledgment of 10/- is to be paid to the Deputy Surveyor in advance on the 5<sup>th</sup> January in each future year during the months of January, February, March, April, May, June, July, August, September, October, November, December, & January in respect of the mill and its fixtures and repairs once.



your letters and I agree to pay the acknowledgment and to observe the conditions therein specified

I am etc.

W<sup>t</sup> James Jones

Stafford Howard Esq. B.B.

Office of Woods.  
10<sup>th</sup> February 1902

291

F.292.

Office of Woods,  
3<sup>rd</sup> February 1902.

Gentlemen,

Abbotswood Estate.

No 1227.

Advertising to previous correspondence I am directed by Mr Stafford Howard to inform you that he is prepared to grant to Mr James Jones permission to use and maintain the mill shown by pink colour on the enclosed Ordnance Map on the following terms and conditions; viz:-

1. An annual acknowledgment of 10/- is to be paid to the Deputy Surveyor in advance on the 5<sup>th</sup> January in each future year during the continuance of this permission, the first payment in respect of the year ending 5<sup>th</sup> January 1903 to be made at once.
2. The building is to be kept in good and substantial repair to the satisfaction of the Deputy Surveyor.
3. This permission will be liable to be determined by the Commissioner of Woods at any time by giving one months notice which may be given by registered letter addressed to Mr Jones on the premises.

If Mr Jones desires to accept these terms I am to request that he will be good enough to date sign and return to this Office the enclosed letter.

A further communication will be made to you respecting the use of the siding at Soudley.

I am &c.

Maurice Gilmore, Drawers & Floyd.

W<sup>t</sup> Chas. E. Howlett.

F.292.

27<sup>th</sup> February 1902.

Iri.

Abbotswood Estate.

I beg to accept your offer dated the 3<sup>rd</sup> instant for permission to use and maintain a building known as Lamp Mill shown by pink colour on the plan which accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am &c.

W<sup>t</sup> James Jones.

Stafford Howard, Esq. CB.

292

New Forest. £263/-

Easements.  
Paths &c.

Prs.

G.R. Elwes.  
Permission  
to make a cart  
entrance to  
field at Burley

27 Jan. 02.

Ackdgt 5/-pa

Office of Woods.

27 January 1902

New Forest.

File 4173<sup>b</sup>

Easements

Cartage entrance to field at Burley

The Deputy Surveyor of New Forest has reported to Mr. Stafford Howard your application to make an entrance for carts to a field at Burley and I am directed to inform you that he is willing to grant you permission to make and during the pleasure of this Department to maintain an entrance in the position indicated marked on the enclosed tracing upon payment of an annual acknowledgment of 5/- the first payment in respect of the year to the 5<sup>th</sup> January 1903 to be made at once to the Deputy Surveyor and subsequent payments to be made in advance on the 5<sup>th</sup> January in each future year during the continuance of this permission. Should this permission be determined the entrance is to be removed and the fence made good and restored to its original condition to the satisfaction of the Deputy Surveyor. If you desire to accept these terms I am to request that you will pay the sum of 5/- to the Hon. G.W. Lascelles, King's House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am &c.

(S) Chas. C. Howlett.

Captain Elwes.

£263.

Prs.

File 4173<sup>b</sup>

I beg to accept the offer contained in your letter of the 27 January 1902 of permission to make and maintain during the pleasure of your Department an entrance for carts in the position shown on the plan that accompanied your letter & I agree to pay the acknowledgment and to observe the conditions herein specified.

I am, &c. &c.

(S) G.R. Elwes.

E. Stafford Howard, Esq. CB.

£32

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From Ringwood

3

Woods  
January 1902

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return to this

£33/11

P.S.

Acking<sup>nt</sup> raised to 12<sup>1/2</sup> see

W.L.B. 23 p. 175.

New Forest

H.C. 1173<sup>b</sup>

Easements

Office of Woods,  
20 December, 1901.

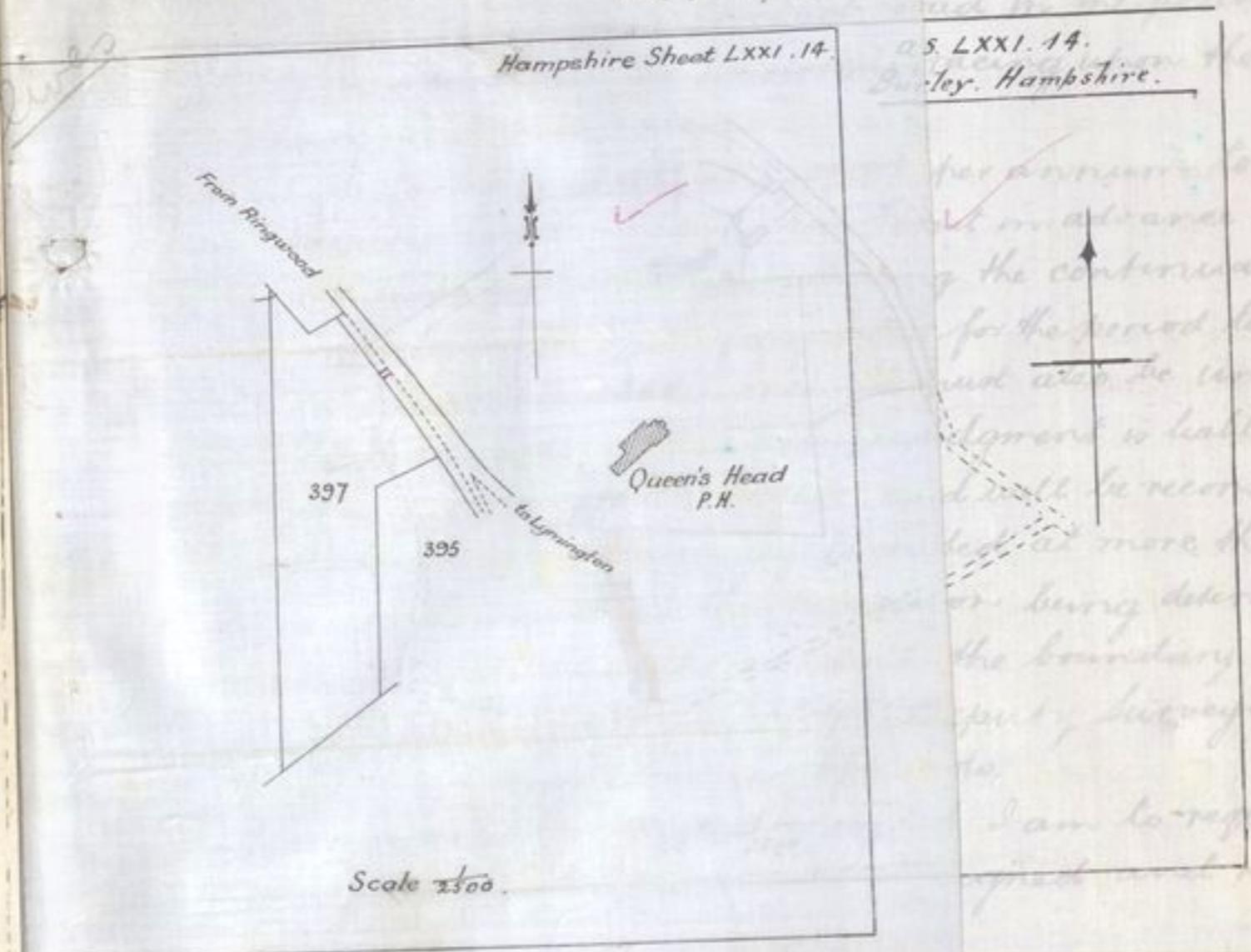
Mr. Faseett, the Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard your application to make an approach road to a small residence you propose to build and I am to inform you that he is willing to grant you

Act F 493/02.

the pleasure of the Department  
and in the manner shown by  
following

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\$25 per annum  
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I am to request that the  
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James  
S<sup>r</sup> Chas. E. Howlett.

A Savory, Esq.

£33/11

P.S.

H.C. 1173<sup>b</sup>  
New Forest

I beg to accept the offer contained in your letter  
of

Burley,  
21 December 1901.

Woods.  
January 1902

reported to  
make an entrance  
needed to  
be maintained  
asked on the  
and known as  
officer of your  
Deputy Surveyor  
almond on the  
obligation  
I am informed the  
the same ends  
infraction  
these terms  
of £10 to the  
return to the  
Commissioner of Woods.

F.33/11

P.S.

Ackn<sup>g</sup> raised to 12/6 see

W.L.B. 23 p. 175.

New Forest

File 4473<sup>b</sup>

Easements

Office of Woods,  
20 December, 1901

Mr Fareller, the Deputy Surveyor of the New Forest has reported to Mr Stafford Howard your application to make an approach road to a small residence you propose to build and I am to inform you that he is willing to grant you permission to make and during the pleasure of this Department to maintain an approach road in the following

brown colour on the enclosed plan and conditions -

O.S. LXXI. 14.  
Burley, Hampshire.

terms and conditions -

In consideration of £10 per annum to be paid to the

Deputy Surveyor of the Forest in advance on

annually and covering the continu-

ing period the full payment for the period to

1902 being acknowledged once and for all be con-

firmed and this acknowledgement is held to

last for ever and future and will be recon-

sidered should the brown

colour be required to be made good

or replaced at more than £25 per annum.

2. In case of any damage being done to the

land it is to be repaired and the boundary

to the satisfaction of the Deputy Surveyor

by the Commissioner of Woods.

If these terms are accepted I am to request

that the same be signed and dated to this

I am to

S<sup>t</sup> Chas. E. Howlett.

A. Savory, Esq.

F.33/11

P.S.

File 4473<sup>b</sup>  
New ForestBurley,  
21 December 1901.

I beg to accept the offer contained in your letter of

of Woods.  
January 1902

reported to  
make an entrance

F.33/11.

P.S.

Acking<sup>nt</sup> raised to 12*lb* see

W.L.B. 23 p. 175.

New Forest

File 44/73<sup>b</sup>

Easements

Office of Woods,  
20 December, 1901.

Mr. Laseetts the Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard your application to make an approach road to a small residence you propose to build and I am to inform you that he is willing to grant you permission to make and during the pleasure of this Department to maintain an approach road in the position shown by brown colour on the enclosed tracing upon the following terms and conditions:-

1. An acknowledgment of 10*£* per annum to be paid to the Deputy Surveyor of the New Forest in advance on the fifth January in each year during the continuance of this permission the first payment for the period to 5<sup>th</sup> January 1903 to be made at once. It must also be understood that the amount of this acknowledgment is liable to be reconsidered at any time in the future and will be reconsidered should the house and premises be rated at more than £25. per annum.
2. In the event of this permission being determined the brown land is to be restored and the boundary fences made good to the satisfaction of the Deputy Surveyor if required by the Commissioner of Woods.

If these terms are accepted I am to request that the enclosed letter may be dated signed and returned to this Office.

I am to

S<sup>r</sup> Chas. E. Howlett.

A Savory, Esq.

F.33/11

P.S.

File 44/73<sup>b</sup>  
New Forest

Burley,  
21 December 1901.

I beg to accept the offer contained in your letter

of

Bington,  
Bournemouth.  
Your letter of the  
21st inst. during  
ce for carts in the  
ried your letter &  
serve the condition

J. 32

of the 20th instant of permission to make and maintain  
the approach road shown on the tracing accompanying  
your letter and agree to pay the acknowledgment and  
to observe the conditions therein specified

I am &c.

(Sd) Arthur H Savory.

C. Stafforff Howard, Esq. CB.

F 3369.

Office of Woods.

17<sup>th</sup> December 1901

New Forest.  
File 15<sup>b</sup>/3  
Easements.

Pr.

New Forest.  
File 41<sup>b</sup>/3  
Easements.

Frank Judd.

Permission      The Hon. G.W. Laseclles the Deputy Surveyor of the  
to maintain New Forest has reported to Mr Stafforff Howard that you  
approach road have formed an approach road to your property at  
at Butts Al. Butts Al. across a strip of waste of the Forest as shown  
by red dotted lines on the enclosed tracing and that  
you desire permission to maintain the said approach road.

In reply I am directed to inform you that it is usual  
to charge an annual payment of at least 10/- for permission  
to maintain a road of this description but in consideration  
of the particular circumstances of your case he is willing  
so long as no larger or more important building than  
exists at present is erected thereon to grant you permission  
during the pleasure of this Department and without  
payment of any acknowledgment to maintain the  
said approach road, provided that you will undertake  
when called upon to sign an Agreement to pay such  
annual acknowledgment as may be determined. It must  
be understood that the permission is strictly during the  
pleasure of this Department and that whenever the same  
may be determined you must close up the entrance and  
if required, restore the ground to its original state to the  
satisfaction of the Deputy Surveyor. If you accept this  
offer I am to request that you will date sign and return  
to this Office the enclosed letter.

I am &c.

(Sd) Chas. C. Howlett

Mr Frank Judd

and maintain  
accompanying  
agreement and

Woods.  
December 1901

J. 3369

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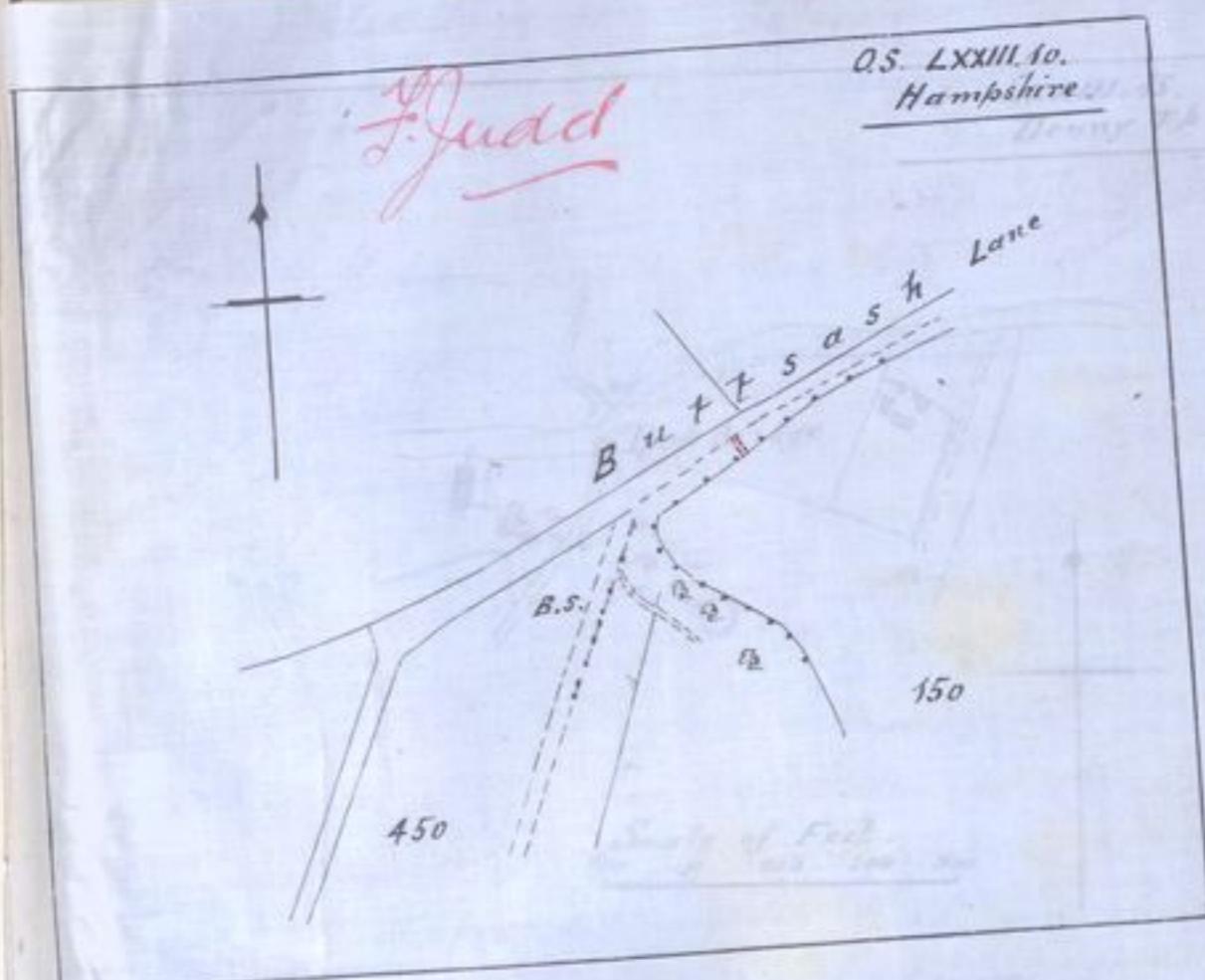
Butts Ash,  
20<sup>th</sup> December, 1901

File 1173<sup>b</sup>  
New Forest

I beg to accept the offer contained in your letter of the 17<sup>th</sup> instant of permission to maintain the approach road described therein without payment of rent and I agree to observe the conditions therein specified and especially if and when called upon to sign an agreement to pay such annual acknowledgment for the ground to its

done the ground to its

O.S. LXXXIII. 50.  
Hampshire.



'd.

Office of Woods.  
27 January 1902

is reported to  
desire to lay a  
from a spring in  
the above 'd'. In reply I

... you that he is willing to give your Company  
permission to lay a line of galvanised iron pipes and during  
the pleasure of this Department to maintain the same in the  
position shown by a red line on the enclosed tracing and to  
take water from the brown land for the purpose mentioned  
upon the following terms and conditions:-

1. An acknowledgment of £1 per annum is to be paid in advance  
to the Deputy Surveyor on the acceptance of this offer in respect of  
the year to 5<sup>th</sup> January 1902 and a similar sum is to be paid  
on the 5<sup>th</sup> January in each future year during the

continuance

and maintain  
accompanying  
agreement and

Woods.  
6 December 1901

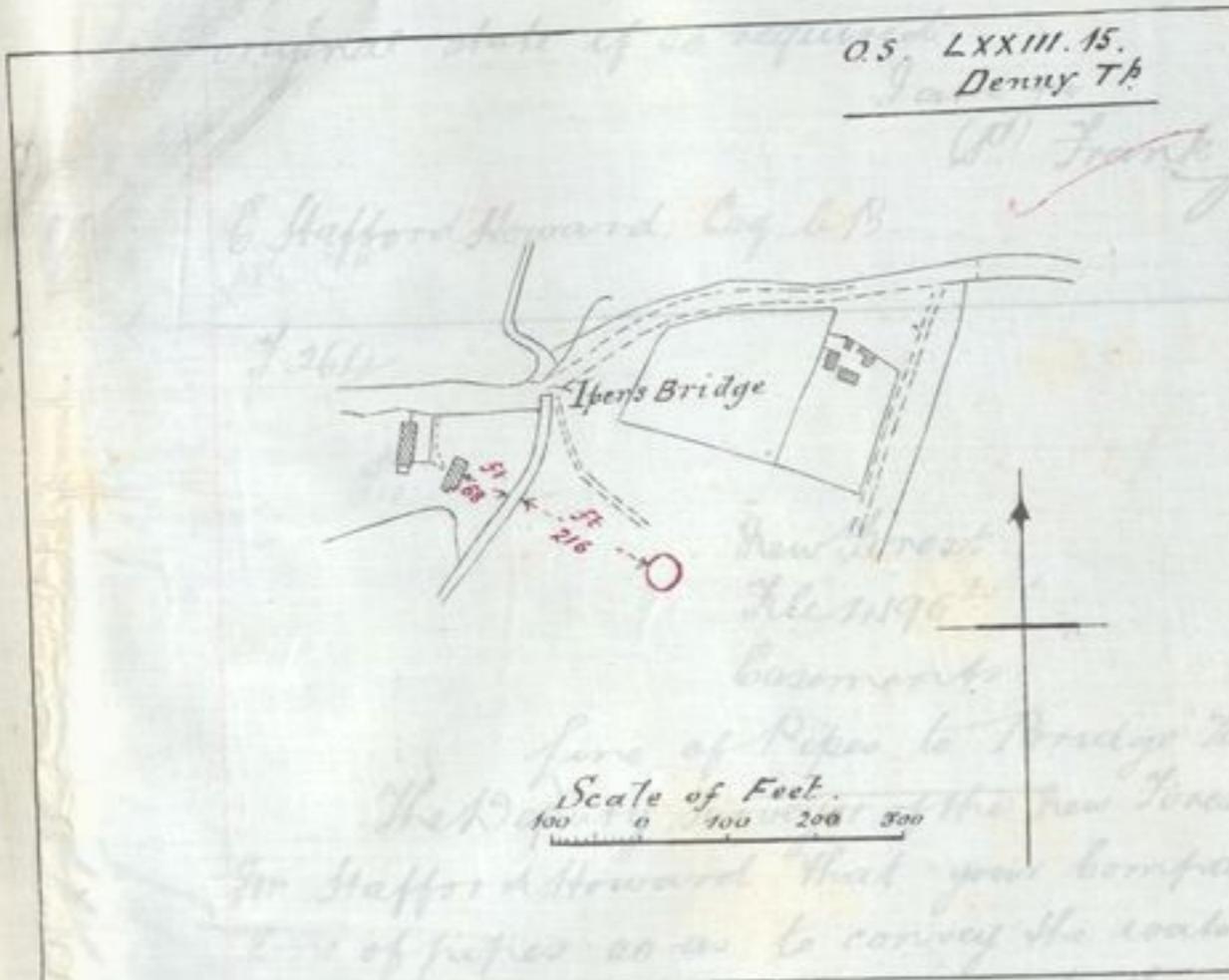
F. 3369

G.W.

Butts Ash,  
20<sup>th</sup> December, 1901

File 11193<sup>b</sup>  
New Forest.

I beg to accept the offer contained in your letter of the 17<sup>th</sup> instant of permission to maintain the approach road described therein without payment of rent and I agree to observe the conditions therein specified and especially if and when called upon to sign an agreement to pay such annual acknowledgment for the said permission as may be determined or else to close up the entrance and restore the ground to its



'd.

Office of Woods.  
27 January 1902

The New Forest has reported to Sir Stafford Howard that your company desire to lay a line of pipes so as to convey the water from a spring in the New Forest about 100 yards away to the above address. In reply I will undertake to give your company permission to lay a line of galvanised iron pipes and during the pleasure of this Department to maintain the same in the position shown by a red line on the enclosed tracing and to take water from the brown land for the purpose mentioned upon the following terms and conditions:-

1. An acknowledgment of £1 per annum is to be paid in advance to the Deputy Surveyor on the acceptance of this offer in respect of the year to 5<sup>th</sup> January 1902 and a similar sum is to be paid on the 5<sup>th</sup> January in each future year during the

continuance

F. 3369

Butts Ash,  
20<sup>th</sup> December, 1901

Sir.

File 44193<sup>b</sup>  
New Forest.

I beg to accept the offer contained in your letter of the 17<sup>th</sup> instant of permission to maintain the approach road described therein without payment of rent and I agree to observe the conditions therein specified and especially if and when called upon to sign an agreement to pay such annual acknowledgment for the said permission as may be determined or else to close up the entrance and restore the ground to its original state if so required.

I am &amp;c

S<sup>t</sup> Frank Judd

C. Stafford Howard. Esq. B.B.

X/4  
F. 2644Office of Woods  
27 January 1902

Sir.

New Forest.  
File 44195<sup>b</sup>  
Cosements.

## Line of Pipes to Bridge Tavern.

The Deputy Surveyor of the New Forest has reported to Mr. Stafford Howard that your company desire to lay a line of pipes so as to convey the water from a spring in the Forest about 70 yards away to the above Inn. In reply I am to inform you that he is willing to give your company permission to lay a line of galvanised iron pipes and during the pleasure of this Department to maintain the same in the position shown by a red line on the enclosed tracing and to take water from the brown land for the purpose mentioned upon the following terms and conditions:

1. An acknowledgment of £1 per annum is to be paid in advance to the Deputy Surveyor on the acceptance of this offer in respect of the year to 5<sup>th</sup> January 1902 and a similar sum is to be paid on the 5<sup>th</sup> January in each future year during the

continuance

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agreement andWoods.  
4 December 1901

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wlett.

continuance of this permission

2. Any damage done to the surface by reason of the putting down or repairing of the pipes is to be made good to the satisfaction of the Deputy Surveyor.

3. In the event of this permission being determined you will if required have to remove the pipes and restore the ground to its original state to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that the enclosed letter may be dated signed and returned to this Office and the sum of £1 paid to the Hon. G. W. Lascelles, the King's House, Fonthurst.

I am, &c.

(Sd) Chas. E. Howlett

The Secretary,

Ashby's Eling Brewery Co.

26/1

<sup>File 4195'</sup>  
New Forest.

P.S.

I beg to accept your offer dated 27<sup>th</sup> January 1902 of permission to lay and maintain a line of pipes under the brown waste as shown on the tracing which accompanied your letter, and to take water from brown land for the use of the Bridge Tavern and I agree to pay the acknowledgment and to observe the conditions herein specified.

I am to

(Sd) Ashby's Eling Brewery Co. Ltd  
Tom Thornton  
Secretary.

E. Stafford Howard, Esq. C.B.

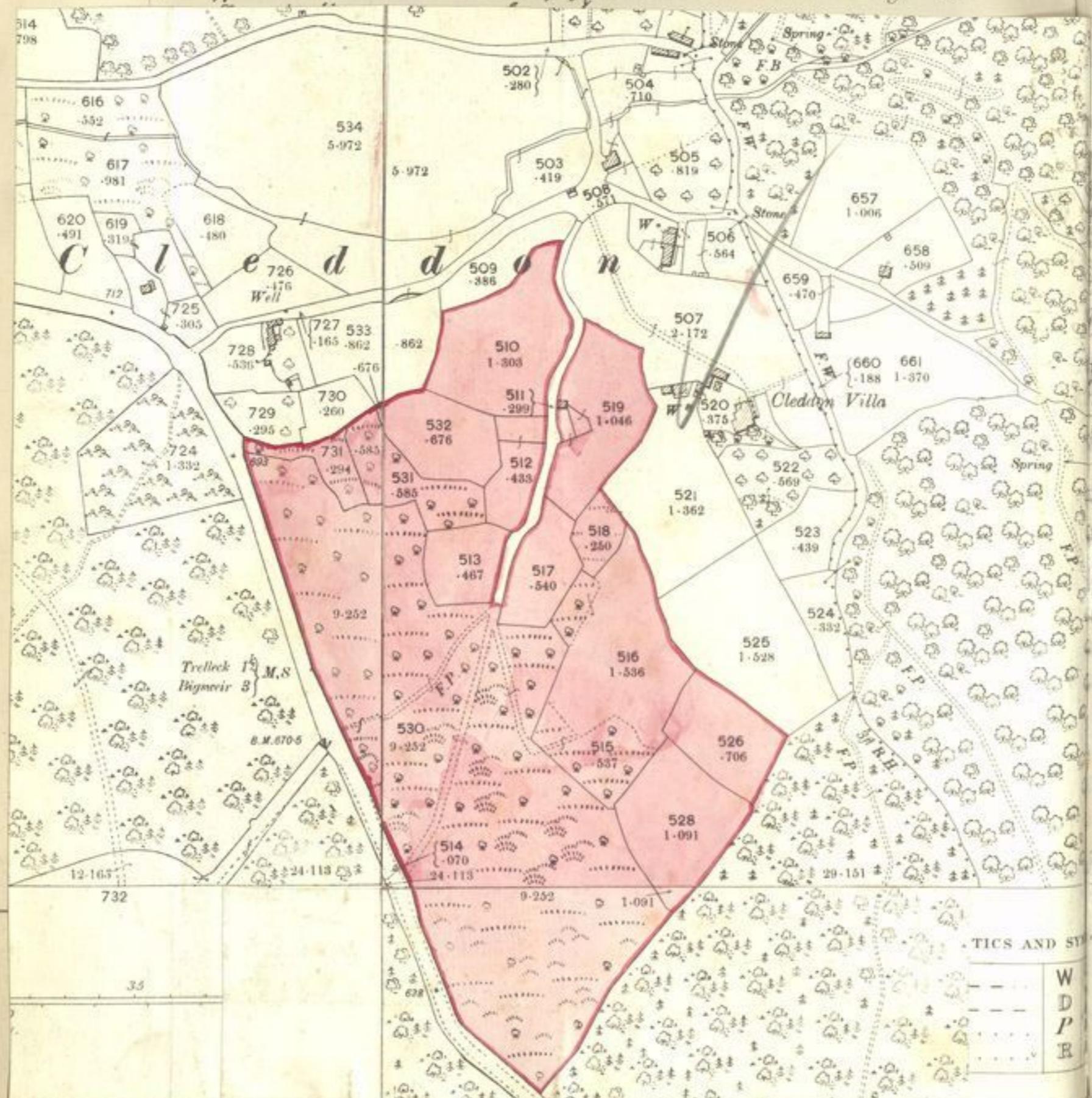
Dated  
1 April 1902. He  
in  
Intern.  
E. Stafford  
Howard, Esq. of  
a. Commissioners  
of Woods  
to  
Mrs Watling  
L

February 1<sup>st</sup> 1902.

continuance of this permission

2. Any damage done to the surface by reason of the putting down or repairing of the pipes is to be made good to the satisfaction of the Deputy Surveyor.
3. In the event of this permission being determined you will if required have to remove the pipes and restore the ground to its original state to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that the enclosed letter may be dated signed and returned to this Office and the sum of £1 paid to the Hon. G.W. Lascelles.



Dated  
April 1902.

Sir.

Stafford

Harrow

Commissioners

Wood

to

Watling

revenue

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land at

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