

Between

of the first part E
Commissioner of

Mrs. E. J.
(hereinafter calle

WHEREBY

Commissioner agr
to take ALL TH

*nos. 445, 446
Parish of S
ca. 3r. 16p. or th*

Together with th
the plan annex

all timber and
free access to cut

to His Majesty (s
1880) the exclu

shoot fish hunt c

TO HOLD the s
day of *Februa*

as hereinafter me
twelve sh

Receiver for *Ti*

Landlord's propo

Copy
TINTERN ESTATE.

Agreement made the *20th* day of
March One thousand nine hundred and *three*
Between the KING'S MOST EXCELLENT MAJESTY
of the first part EDWARD STAFFORD HOWARD Esquire C.B. a
Commissioner of His Majesty's Woods of the second part and
Mrs. E. Johns, of Lower Meend Penalt
(hereinafter called "the Tenant") of the third part

WHEREBY the said EDWARD STAFFORD HOWARD as such
Commissioner agrees to let to the tenant who agrees with His Majesty
to take ALL THAT *arable & pasture land comprising*
Nos. 445, 446, 470, 471, 472, 473, & 508, situate in the
Parish of Penalt & County of Monmouth, containing altogether
6a. 3r. 16p. or thereabouts, & lately in the occupation of Mrs. John Jones.
Together with the appurtenances which premises are colored red on
the plan annexed hereto Except and reserving to His Majesty
all timber and other trees and all mines and minerals with
free access to cut work and carry away the same And also reserving
to His Majesty (subject to the provisions of the Ground Game Act
1880) the exclusive right to all game and rabbits with liberty to
shoot fish hunt course and sport upon the said premises

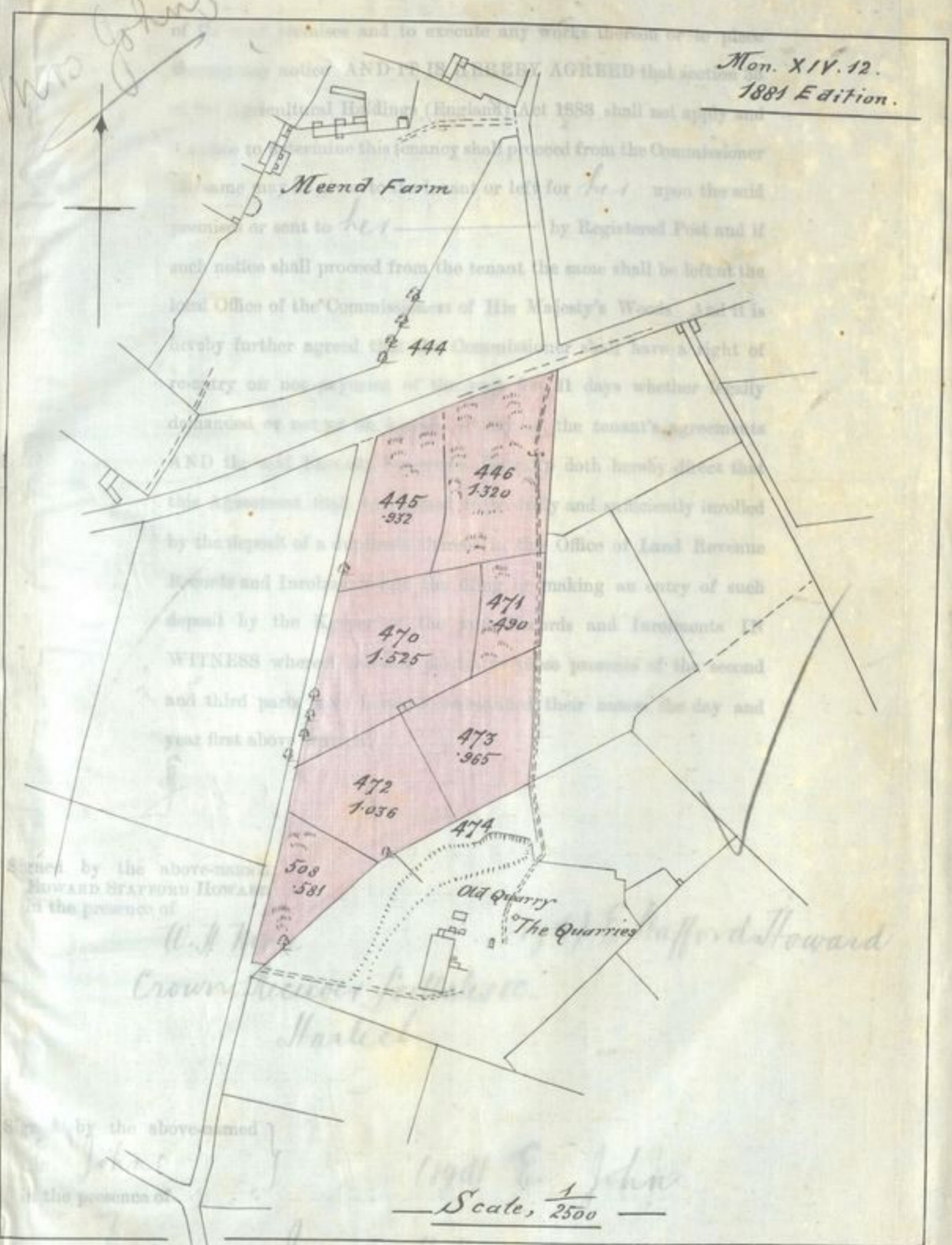
TO HOLD the said premises to the tenant from the *second*
day of *February* 1903 as tenant from year to year (determinable
as hereinafter mentioned) at the yearly rent of *One Pound &*
twelve shillings (£1. 12. 0) to be paid to the Crown
Receiver for *Tintern* free from all deductions whatsoever except
Landlord's property tax and Tithe Rent charge) by equal half yearly

Enrolled 21st March 1903

V. 12.
Tithe.

payments on the *second* day of *August* and the *second* day of *February* ——— in every year the first half yearly payment to be due on the *second* day of *August* 19 03 And the last payment to be made in advance one Calendar month before the expiration of the tenancy AND the tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *One Pound & Twelve shillings* ——— on the days and in the manner aforesaid And will also pay the land tax sewer rates and all other rates taxes assessments and outgoings whatsoever (except the Landlord's property tax and Tithe Rent charge) 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 half yearly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will keep any gates fences ditches and drains on the said premises in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the inside of the said premises in good repair and condition and the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in such good repair and condition as aforesaid to the King's Majesty his heirs or successors or to EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods having the management of the said premises (hereinafter called "the Commissioner") or to whom he or they may appoint And will not without the consent in writing of the Commissioner assign underlet or part with the possession of the said premises or any part thereof And will permit the Commissioner or his agent at any time or times during the said tenancy to enter into and inspect the state and condition

W. D. O.
 Signed by
 EDWARD STAFFORD HOWARD
 in the presence of
 the
 Commissioner
 in the presence of
 the
 Commissioner



James J. John
 Occupation Troy Monmouth
 Crown office,

cond
 nearly
 endar
 hereby
 rent
 land
 what-
 (arge)
 nises
 shall
 the
 shall
 s on
 offer
 well
 leave
 the
 the
 tion
 uch
 eirs
 om-
 ty's
 lled
 will
 rlet
 roof
 nes
 ion

l
 sam
 ify
 red
 on
 of
 liff
 of
 me
 d
 of
 r
 a-
 ng
 e
 is
 tem
 ion
 ce
 l
 he
 mid
 l
 o
 d
 ble
 s
 d



of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that section 33 of the Agricultural Holdings (England) Act 1883 shall not apply and if notice to determine this tenancy shall proceed from the Commissioner the same may be given to the tenant or left for *her* upon the said premises or sent to *her* ————— by Registered Post and if such notice shall proceed from the tenant the same shall be left at the local Office of the Commissioners of His Majesty's Woods And it is hereby further agreed that the Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach of any of the tenant's agreements 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.

E

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

W. J. More (sgd.) *E. Stafford Howard*
Crown Receiver for Wales &c.
Harlech

Witnessed by the above-named
E. Johns
in the presence of

(sgd) *E. Johns*
Name: *James H. House*
Address: *Crown Office,*
Occupation: *Troy Monmouth*

TINTERN ESTATE.

Dated _____ 190 .

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 (s) - 2811 - 260.12.2

Copy
TINTERN ESTATE.

Agreement made the *20th* day of
March One thousand nine hundred and *three*
Between the KING'S MOST EXCELLENT MAJESTY
of the first part EDWARD STAFFORD HOWARD Esquire C.B. a
Commissioner of His Majesty's Woods of the second part and
Edward Thomas Heap of St. Annes House,
Tintern, in the County of Monmouth
(hereinafter called "the Tenant") of the third part

WHEREBY the said EDWARD STAFFORD HOWARD as such
Commissioner agrees to let to the tenant who agrees with His Majesty
to take ALL THAT *piece or parcel of land known*
as Seyton Meadow containing about
2a. 2r. 5p. situated in Tintern Parish
in the County of Monmouth —
Together with the appurtenances which premises are colored red on
the plan annexed hereto Except and reserving to His Majesty
all timber and other trees and all mines and minerals with
free access to cut work and carry away the same And also reserving
to His Majesty (subject to the provisions of the Ground Game Act
1880) the exclusive right to all game and rabbits with liberty to
shoot fish hunt course and sport upon the said premises

TO HOLD the said premises to the tenant from the *second*
day of *February 1903* as tenant from year to year (determinable
as hereinafter mentioned) at the yearly rent of *Three Pounds*
to be paid to the Crown
Receiver for *Tintern* free from all deductions whatsoever except
Landlord's property tax and Tithe Rent charge) by equal half yearly

Inrolled 21st March 1903

Dated

TINTERN ESTATE.

190

STATUTE BOOK

payments on the *second* day of *August* — the *second* day of *February* — in every year the first half yearly payment to be due on the *second* day of *August* —

19 03 And the last payment to be made in advance one Calendar month before the expiration of the tenancy AND the tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Three Pounds* —

on the days and in the manner aforesaid. And will also pay the land tax sewer rates and all other rates taxes assessments and outgoings whatsoever (except the Landlord's property tax and Tithe Rent charge) 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 half yearly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will keep any gates fences ditches and drains on the said premises in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage ~~and cultivate~~ *as pasture land grazed by sheep only* the said land and keep and leave the same clean and in good heart and condition ~~and will also keep the inside of the said premises in good repair and condition and the windows properly glazed and mended~~ and will on the determination of the tenancy hereby created deliver up the said premises in such good repair and condition as aforesaid to the King's Majesty his heirs or successors or to EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods having the management of the said premises (hereinafter called "the Commissioner") or to whom he or they may appoint And will

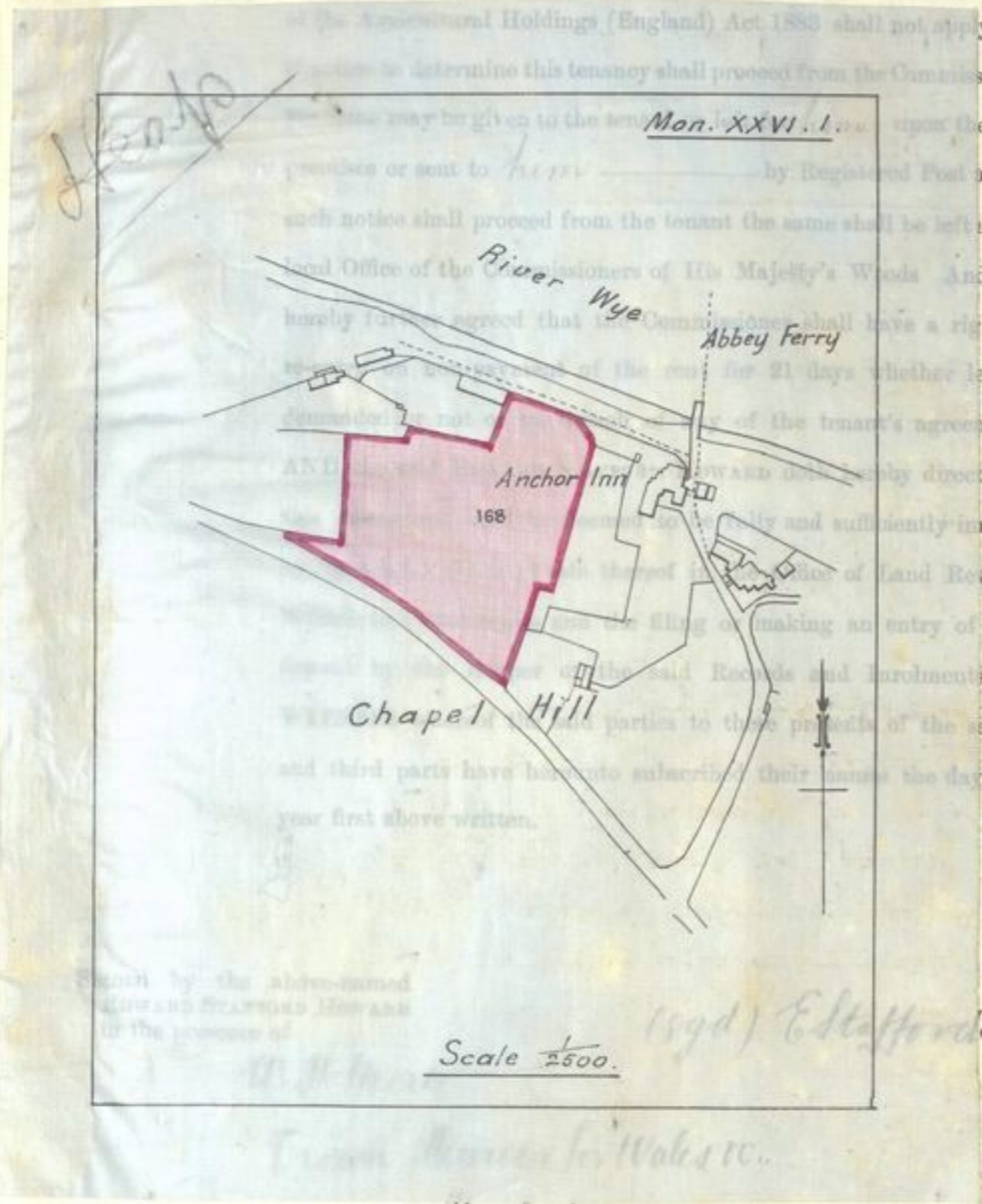
not without the consent in writing of the Commissioner assign underlet *except for the purpose of football, cricket or other similar* or part with the possession of the said premises or any part thereof, *games.*

And will permit the Commissioner or his agent at any time or times during the said tenancy to enter into and inspect the state and condition

Signed
Ed
in the

second
of yearly
alendar
hereby
ly rent
e land
s what-
harge)
remises
h shall
ng the
e shall
ins on
suffer
s well
leave
ep the
ad the
nation
a such
heirs
Com-
esty's
called
d will
derlet
et other, similar
ereof, games.
times
dition

of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that section 33



Harlech

Signed by the above-named
Edward Thomas Heat
in the presence of

(sgd.) Edward Thomas Heat

W.D.J. Mackintosh
The Rectory, Tintern
Clerk-in-Holy Orders

second
of yearly



of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that section 33 of the Agricultural Holdings (England) Act 1883 shall not apply and if notice to determine this tenancy shall proceed from the Commissioner the same may be given to the tenant or left for *him* upon the said premises or sent to *him* by Registered Post and if such notice shall proceed from the tenant the same shall be left at the local Office of the Commissioners of His Majesty's Woods And it is hereby further agreed that the Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach of any of the tenant's agreements 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

(sgd) E Stafford Howard

W. H. More

Crown Receiver for Wales &c.

Harlech

Signed by the above-named
Edward Thomas Heath
in the presence of

(sgd) Edward Thomas Heath

W. D. J. Mackintosh

The Rectory, Lintern

Clerk-in-Holy Orders

derlet
et other, similar
ereof, games.
times
dition

Dated _____ 190 .

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 (+) - 5811 - 260-12-2

of March
 on of Ten
 mentioned
 and Successors
 rent of Fifty
 One hundred
 payments on
 ninth day of
 the twenty fifth
 mination of
 having become
 e thousand
 of the rent
 be made in
 ber preceding
 also paying
 equal to four
 pence and
 pence His Heirs
 a part of
 lessor (the term
 of the lease upon
 nt to commence
 tion of such
 amount of the
 rred as aforesaid
 ages that the
 of the rents of
 ce And also
 i Heirs and
 re reserved all
 of the power
 for insuring
 nd which said
 tiring be payable
 s Receiver of
 all deductions
 to Property Tax
 And

Dated
 190

Sched 02-05

Dated
9 March 1903

County
of Bournemouth

E. Stafford
Howard Esq
CB. a
Commissioner
of Woods &c

to
E. J. Heap Esq

Lease
of
St. Anne's
Tintern

Commences

25 March 1902.

Term

Expires 25 Nov. 1912.

Rent £50 for the
first half year
and £115 p. a.
thereafter.

Mem of add. rent
of £11-6-7 on erection
of a pair of cottages
entered p. 370

Mem of add. rent
of £11-5-0 on provision
of a billiard room
entered W. B. 28 p. 145

This Indenture made the ninth day of March
One thousand nine hundred and three Between
The King's Most Excellent Majesty of the first
part Edward Stafford Howard Esquire CB.

the Commissioner of His Majesty's Woods Forests and
Land Revenues in charge of the hereditaments
hereinafter demised of the second part and Edward
Thomas Heap of 5 Granville Road ^{in the County of Leicestershire} Leicestershire Esquire
hereinafter called "the lessee" of the third part.

Witnesseth that in consideration of the rent and
covenants hereinafter reserved and contained by the
said Edward Stafford Howard as such Commissioner
as aforesaid in exercise of the powers of the Acts 10th
George the Fourth Chapter 50 and 14th and 15th
Victoria Chapter 42 and of all other powers in
anywise enabling him so to do with the authority of
the said Commissioners of His Majesty's Treasury signified
by their Warrant dated the twenty eighth day of April

One thousand nine hundred and two Lth on
behalf of His Majesty demise and lease unto
the lessee All those seven pieces of land (hereinafter
called "the said land") situate in the Parish of Tintern
in the County of Bournemouth containing nine acres
or thereabouts Together with the messuage cottages and
buildings erected thereon or on parts thereof and known
as St. Anne's which said premises are delineated and
coloured green and are shown on the plan in the
margin hereof Together with the appurtenances

Reserving unto His Majesty His Heirs and Successors
all timber and other trees upon and all substrata
under the said demised premises And reserving
also unto His Majesty His Heirs and Successors and the
lessee and occupiers for the time being of any other buildings
or land belonging to His Majesty the free passage of
water and soil from such other buildings or land
through the channels sewers drains and watercourses
for the time being belonging to or running under the
said premises hereby demised To hold the said

premises

day of March
Between
of the first
Lure CB.



resetting
and the
other buildings
usage of
or land
watercourses
under the
said

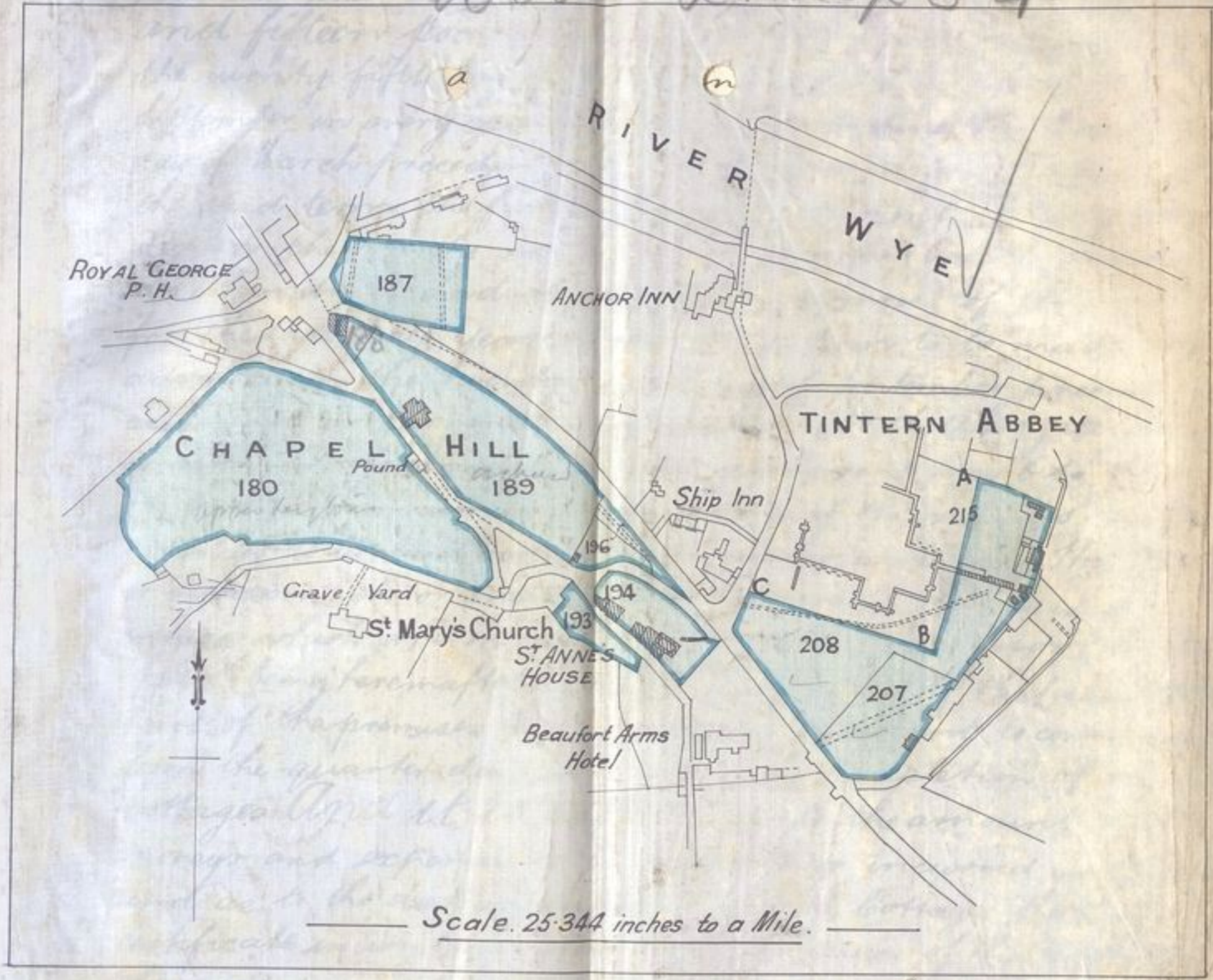
premises

54.
premises unto the lessee from the twenty fifth day of March
One thousand nine hundred and two for the term of Ten
Years determinable nevertheless as hereinafter mentioned
paying therefor unto the King's Majesty His Heirs and Successors
during the first half year of the said term the rent of Fifty
pounds and thereafter the clear yearly rent of One hundred
and fifteen pounds by equal half yearly payments on
the twenty fifth day of March and the twenty ninth day of
September in every year up to and including the twenty fifth
day of March preceding the end or sooner determination of
the said term the first half yearly payment having become
due on the twenty ninth day of September One thousand
nine hundred and two and the payment of the rent
for the last half year of the said term to be made in
advance on the twenty ninth day of September preceding
such end or sooner determination And also paying
in manner aforesaid a further yearly rent equal to four
percent per annum upon a moiety of the moneys and
expenses to be laid out or incurred by His Majesty His Heirs
or Successors in or incidental to the erection of a pair of
cottages which are in course of erection by the lessor (the term
"lessor" being hereinafter defined) at the request of the lessee upon
part of the premises hereby demised such rent to commence
from the quarter day next after the completion of such
cottages And it is agreed as to the amount of the
moneys and expenses to be laid out or incurred as aforesaid
and as to the date of completion of such cottages that the
certificate in writing of His Majesty's Receiver of the rents of
the said premises shall be conclusive evidence And also
paying on demand unto His Majesty His Heirs and
Successors in addition to the rent hereinbefore reserved all
such sums of money as may in pursuance of the power
hereinafter contained be paid by the lessor for insuring
any building or buildings on the said land which said
rents or such of them as may from time to time be payable
are to be paid into the hands of His Majesty's Receiver of
Crown Rents for the time being free from all deductions
whatsoever except in respect of the Landlords Property Tax

And

premises unto the Lessee from the twenty fifth day of March
One thousand nine hundred and two for the Term of Ten
Years determinable nevertheless as hereinafter mentioned
Paying therefor unto the King Majesty His Heirs and Successors

Woods of B23p 54



Successors in addition to the rent hereinbefore reserved all
such sums of money as may in pursuance of the power
hereinafter contained be paid by the Lessee for insuring
any building or buildings on the said land which said
rents or such of them as may from time to time be payable
are to be paid into the hands of His Majesty's Receiver of
Brown Rents for the time being free from all deductions
whatsoever except in respect of the Landlords Property Tax

And

And the lessee hereby covenants with the Kings Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the Kings Majesty His Heirs and Successors the rents hereby reserved at the times and in manner aforesaid.
2. To pay the Land Tax drainage and sewer rates and all other taxes rates and outgoings whatsoever now or at any time hereafter payable in respect of the said premises (except the Landlords Property Tax) together with a proportionate part thereof up to the end of the tenancy.
3. To keep and at the end of the tenancy to leave in good and substantial repair order and condition all buildings (excepting the main walls and timbers of St. Annes and stable and coachhouse which shall be maintained by the lessor but including the fixtures in such buildings) walls gates stile mounds banks bridges roads ponds drains outfalls culverts water-courses sluices sewers hedges ditches ^{and} fences (but not including the fence along the line A. B. C. which will be maintained by the lessor) now being or that may hereafter be on the demised premises and in particular to paint with two coats in oils of the best quality all such parts as have been or are usually painted of the said buildings gates and fences as regards outside work in the third sixth and last years and as regards inside work in the sixth and last years of the tenancy And to tar with two coats at similar dates all parts of the said buildings gates and fences as have been or are usually tarred and to keep and at the end of the tenancy to leave the demised land clear and in good heart and condition and cultivated and managed in a good and husbandlike manner and in accordance with the provisions hereinafter contained Provided always that in the event of the lessee exercising the power of determination hereinafter contained he shall

pay

pay to the lessor the sum of ^{Thirty} ~~Fifty~~ pounds as an agreed amount for delapidations in respect of painting such sum however being a settlement as regards painting only and not including or referring to any other items of delapidations or to any nonperformance or nonobservance of any of the covenants and conditions herein contained.

4. To permit the lessor or his Agents at all times to enter upon the premises and examine the same and take any plans thereof and if any want of repair painting or tarring shall be found or any ditches watercourses sluices sewers or drains shall be found not properly cleared out or if the land shall be found not in good condition nor properly cultivated and the lessee shall not within three calendar months next after a notice in writing of any such matter shall have been given to or left on the said premises for him to repair paint tar and amend the same according to the covenants herein contained the lessor may (but without prejudice to any other remedy of His Majesty His Heirs or Successors) cause the same or any of them to be done and the lessee shall on demand repay to the lessor all expense incurred in respect thereof

5. At all times during the tenancy to keep all the buildings for the time being on the said premises insured against loss or damage by fire in the joint names of the Kings Majesty His Heirs and Successors and the lessee in the borough fire Office in a sum equal to three fourth parts at the least of the actual value thereof respectively and to show whenever required so to do to His Majesty's said Receiver the Policy or Policies of insurance and the receipt or receipts as aforesaid for the premium or premiums in respect thereof for the current year and if default shall be made in keeping the buildings or any of them so insured or in the production of the Policy or Policies or receipt or receipts as aforesaid the lessor may insure the said buildings or any of them in such name or names as he may think fit in the amount hereinbefore mentioned or in any less amount and all moneys paid for such purpose shall be recoverable as rent hereby reserved and in arrears And

all

all monies payable under any Insurance shall be received by the lessor and applied in rebuilding or reinstating the buildings in respect of which the same shall be paid.

6. To cultivate and manage all the meadow and pasture land hereby demised as meadow and pasture land and not at any time during the tenancy without the previous consent in writing of the lessor to plough or break up or convert into tillage or garden ground such meadow or pasture land or any part thereof nor to sell or carry off from the said demised premises the hay produced during the last year of the said tenancy nor to cut for hay more than once a year the meadow land hereby demised and after every second crop of hay to spread thereon not less than ten cart loads per acre of good dung or other manure equivalent thereto and at all times to keep cut and levelled the ant hills on such pasture and meadow land and once in every year to spud and destroy the thistles and docks thereon

7. To preserve all the trees tallows pollards spurs and saplings for the time being growing upon the said premises from bite of cattle or other injury and not to raise or remove any substrata from the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the same or any part thereof but to use and manage the land and premises hereby demised in a fair and husbandlike manner.

8. Not to erect any additional building during the said term upon the said land other than such as shall have been previously approved of in writing by the lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said land nor alter or change any of the architectural decorations of such buildings or the fence or railings (if any) in front thereof nor

make

make or set up any addition in height or projection to or any erection on any part of the premises without in every case obtaining the previous consent in writing of the lessor.

9. Not to assign or underlet the demised premises or any part thereof or part with the possession of these presents without the previous consent in writing of the lessor and to procure every assignment of the demised premises or any part thereof that may be made with such consent as aforesaid and all Orders of Court Probate of Wills and Letters of Administration and other Instruments affecting the devolution of this lease or the term hereby granted to be within six calendar months from the dates thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Proquet thereof to be entered in the Office of the Commissioners of Woods and on demand to pay the usual fees therefor

10. It is hereby further agreed that all claims (other than for rent) which either the lessor or the lessee may be entitled to make against the other under these presents or under any Statute or otherwise shall if not agreed upon be settled by arbitration before two arbitrators or their Umpire to be respectively appointed and also shall in all respects act in conformity with the provisions of the Agricultural Holdings Act 1900 relating to a settlement by arbitration before two arbitrators and an umpire and any such Arbitration and Award under these presents shall be in all respects similar in effect to an arbitration and award under the said Act.

11. Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for forty days or if there shall be a breach of any of the covenants and conditions on the part of the lessee herein contained or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving order made against him whilst the premises hereby demised or any part thereof remain vested in him or if the lessee shall either voluntarily or involuntarily do or suffer anything in consequence whereof his interest in the demised premises shall without such consent

as aforesaid become vested in any other person except by bequest or by representation as executor or administrator Then and in any of the said cases the lessor may reenter and retain possession of the demised premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the lessee to His Majesty His Heirs and Successors in addition to any rent then due a proportionate part ~~part~~ of the accruing rent for the then current quarter of a year up to the day on which such reentry shall have been made.

12. Provided always that the term hereby granted may be determined at the end of the fifth year thereof by the lessee upon giving to the lessor six calendar months previous notice in writing for that purpose and paying the rent up to the end of the term so determined and also the said sum of thirty pounds in respect of dilapidations so far as regards painting and any such notice shall be delivered or sent by post to the Office in London for the time being of the Commissioners of Woods but any such determination shall be without prejudice to any remedies or rights of the lessor in respect of any breaches by the lessee of all or any of the covenants and conditions on his part hereinbefore contained

13. And the said Edward Stafford Howard as such commissioner as aforesaid doth hereby on behalf of the King's Majesty agree with the lessee to complete the erection of the pair of cottages hereinbefore referred to fit for occupation.

14. It is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the persons or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the lessee under these presents shall devolve with

the

the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

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

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

Signed sealed and delivered by the above named Edward Stafford Howard } E. Stafford Howard (L.S.)
in the presence of W. H. Moore
Crown Receiver Wales &c.
Harlech.

Signed sealed and delivered by the above named Edward Thomas Heap } Edward Thomas Heap (L.S.)
in the presence of
W. D. J. Mackintosh.
"The Rectory" Tintern Mon.
Clerk in Holy Orders
Rector of Tintern Parva.
Vicar of Chapel Hill.

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
Assist. to the Keeper of the Records.

8 April, 1903.

to file

New Forest. F. 1950.

Office of Woods.
17 July 1902.File 4195^F.

Madam.

Easements.New Forest.
File 4195^F.
Easements.

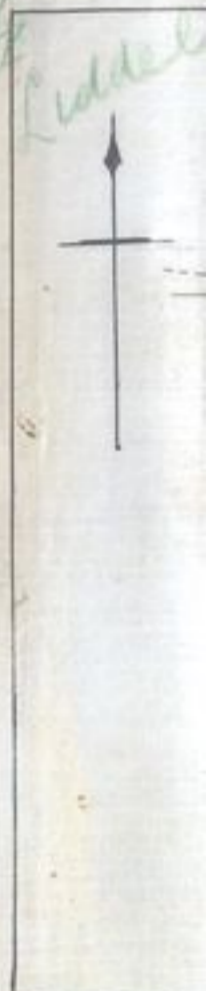
The Deputy Surveyor of the New Forest has reported to Mr Stafford Howard your application for permission to lay a drain pipe from your premises near Sway under a portion of the brown waste and for permission to repair and maintain a wicket gate in the fence of your property. In reply I am to inform you that he is willing to grant you permission to lay and thereafter to maintain during the pleasure of this Department a line of pipes in the direction shown by the red chain line on the enclosed tracing and during the like pleasure to use and maintain the wicket gate shown on the said tracing upon the following conditions, viz:-

17 July 1902.

1. The respective acknowledgments of $1\frac{5}{6}$ and $2\frac{0}{6}$ are to be paid in advance on the 5th July in each future year during the continuance of this permission the first payment in respect of the year to the 5th July 1903 to be made to the Deputy Surveyor on the acceptance of this offer.
2. Rain water only and not sewage is to be discharged through the drain on to the waste and you are to make good to the satisfaction of the Deputy Surveyor any damage done to the surface by reason of the putting down and repairing of the pipes.
3. In the event of this permission being determined you must, if required, remove the pipes and restore the ground to its original state; remove the wicket gate and make good your fence against the brown property both to the satisfaction of the Deputy Surveyor.

If you desire to accept this offer you will be

good



good enough to sign date and return the enclosed letter and pay the acknowledgments of 1/- and 2/6 respectively to Mr. Laseelles The Kings House Lyndhurst.
I am, &c.
(Sd) Morton Evans.

Lady Lillian Liddell.

Holme Farm,
Hordle, Lymington.
22 July. 1902.

Sir,

New Forest.
File 4195.

I beg to accept your offer dated 17th instant of permission to lay and maintain a line of pipes under the waste of the Forest and to use and maintain a wicket gate in the fence of my property as shown on the tracing which accompanied your letter and I agree to pay the acknowledgments and to observe the conditions specified in such letter.

I am, &c.
(Sd) Lillian Liddell.

Stafford Howard. Esq. C.B.

X⁹⁹

Woods.
1902.

has reported.
permission
near

note and
a wicket
I am
you
a line
chain
like
wicket gate
drawing
and 2/6
in each
has promise
the pipe

discharged
are to
Surveyor
of the putting

terminated
and restore
the wicket
at the brow
Deputy

will be
good

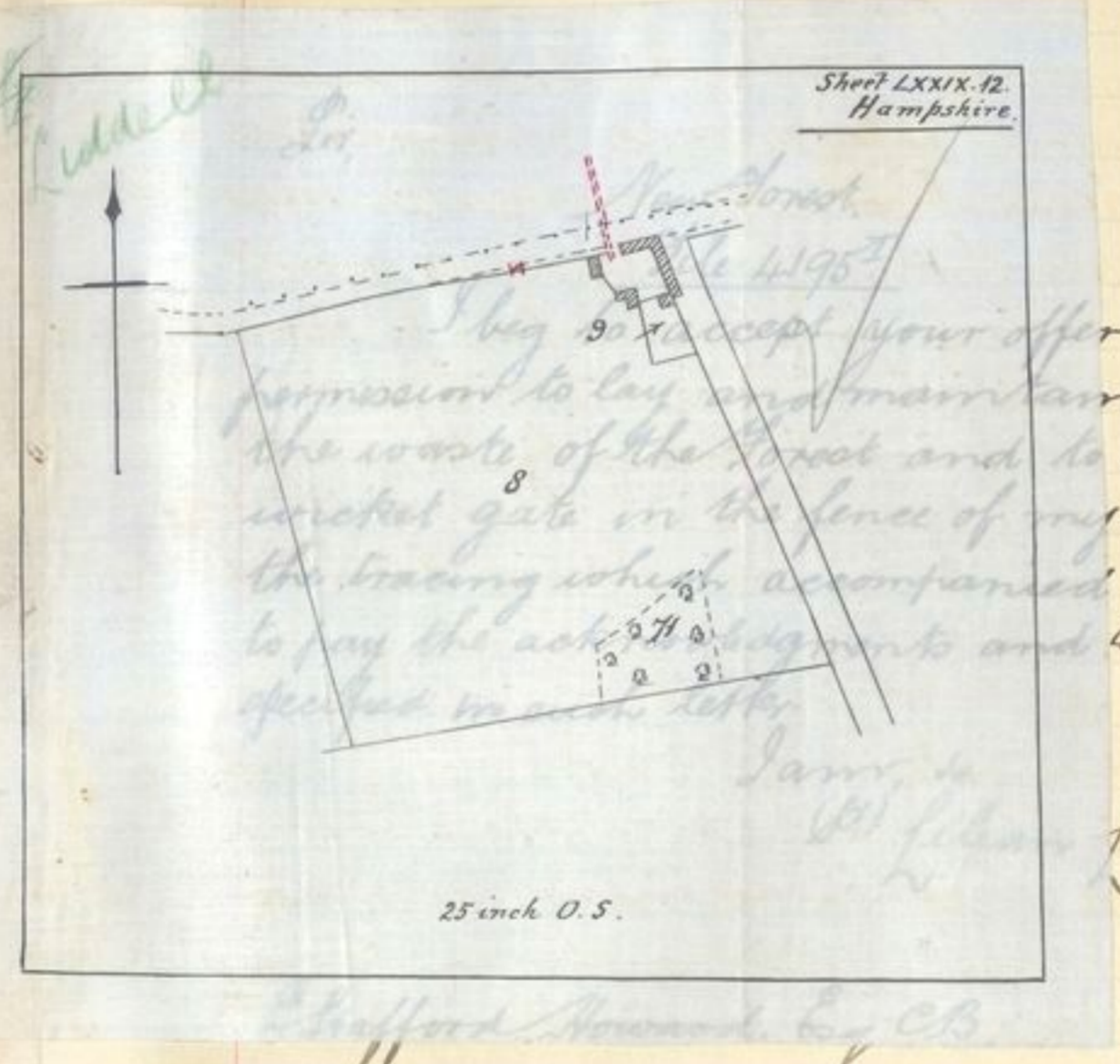
oods.
1902.

good enough to sign date and return the enclosed
letter and pay the acknowledgments of 1/- and 2/6
respectively to Mr. Lascelles The Kings House Lyndhurst.
I am, &c.
(Sd) Morton Evans.

Lady Lillian Liddell.

has reported
permission
is near
ste and
a wicket
I am
nt your
aintain
a line
chan lines
like
wicket gate
rwing
and 2/6
in each
is permission
the 5th July
the

Holme Farm,
Hordle, Lymington.
22 July. 1902.



I beg to accept your offer dated 17th instant of
permission to lay and maintain a line of pipes under
the waste of the Forest and to use and maintain a
wicket gate in the fence of my property as shown on
the tracing which accompanied your letter and I agree
to pay the acknowledgments and to observe the conditions
specified in your letter.

I am, &c.
Lillian Liddell.

discharged
are to
Surveyor
of the putting
determined
and restore
the wicket
the brown
putty
will be
good

✓

Sched 03-04

Dated
4 April 1903.

County
of Hants.

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

to
F. B. Taylor. Esq.

lease
of a house known
as Birds Nest
in the Parish
of Lyndhurst.

Comm: 25 Dec. 1902.
Term of Years. 12.
Term expires 25 Dec. 1914.

Rent
ultimate £80 p. a.

This Indenture made the fourth day of April
 One thousand nine hundred and three Between The
 Kings Most Excellent Majesty of the first part
 Edward Stafford Howard Esquire CB. the Commissioner
 of His Majesty's Woods Forests and Land Revenues in
 charge of the Land Revenues of the Crown in the County
 of Hants of the second part and Frederick Beaton
 Taylor of No. 5 Bassett Road North Kensington in the
 County of London Esquire (hereinafter called "the lessee")
 of the third part Witnesseth that in consideration
 of the rent hereinafter reserved and of the covenants
 hereinafter contained He the said Edward Stafford Howard
 as such Commissioner as aforesaid in exercise of the
 powers of the Acts 10th George the Fourth Chapter 50 and
 14th and 15th Victoria Chapter 42 and of all other
 powers in anywise enabling him so to do and with
 the authority of the Lords Commissioners of His Majesty's
 Treasury signified by their Warrant dated the twentieth
 day of March One thousand nine hundred and three
 Both on behalf of His Majesty demise and lease
 unto the lessee all that piece of land (hereinafter
 called "the said land") containing one acre and
 seventeen perches or thereabouts situate in the Parish of
 Lyndhurst in the County of Hants and being on the
 South side of the High Street Together with the messuage
 and buildings erected thereon and which messuage
 is known as Birds Nest which said premises
 are delineated and coloured red and the dimensions
 thereof are shown on the plan in the margin
 hereof Together with all ways lights easements and
 appurtenances to the said demised premises belonging
 Reserving unto His Majesty His Heirs and Successors
 all timber and other trees upon and all substrata
 under the said demised premises And reserving also
 unto His Majesty His Heirs and Successors and the lessee
 and occupiers for the time being of any other buildings
 or land belonging to His Majesty the free passage of water
 and soil from such other buildings or land through the
 Channels



NOT

1.
2.

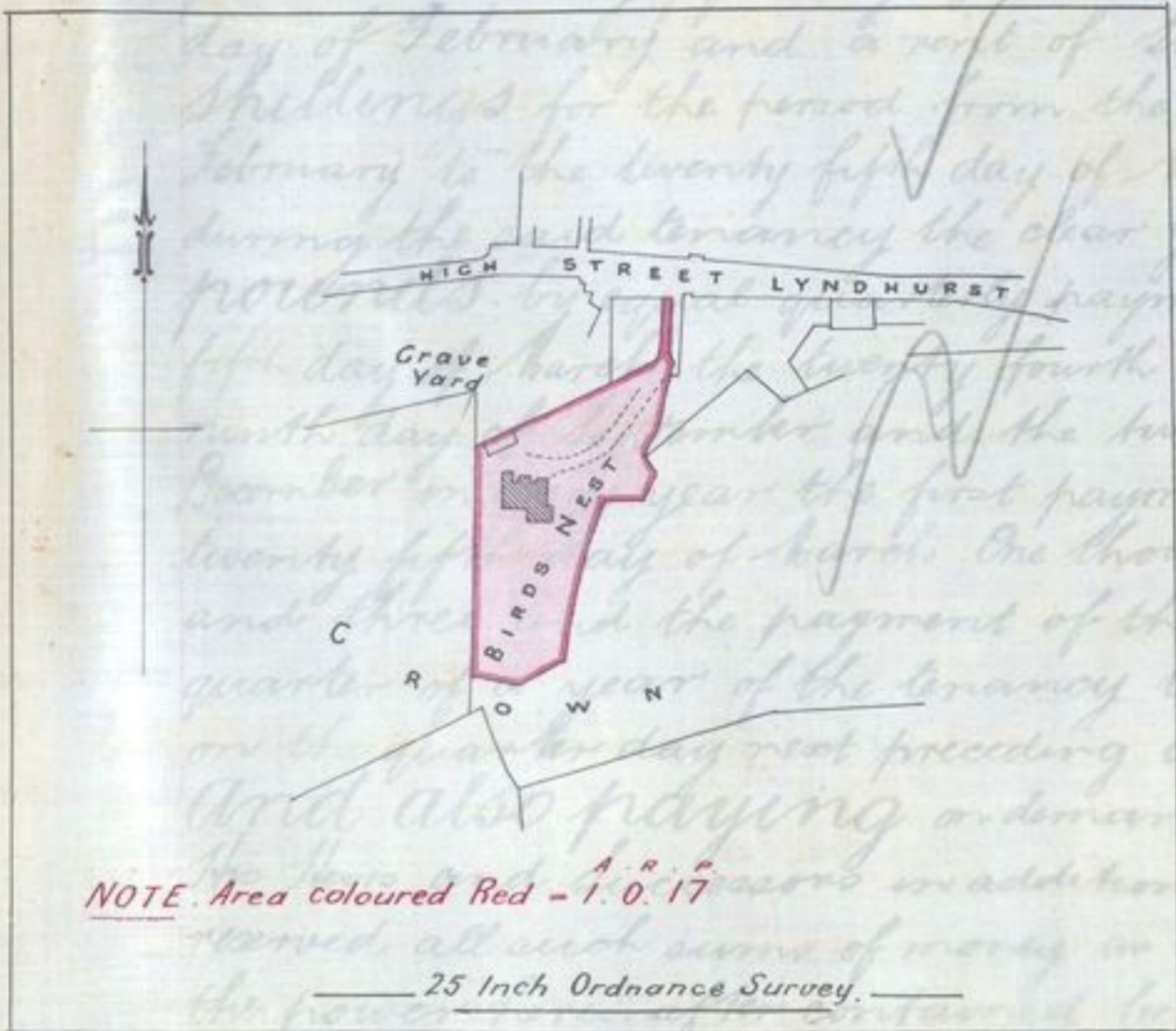
channels sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the Lessee from the twenty fifth day of December One thousand nine hundred and two for the term of Twelve years determinable as hereinafter mentioned Paying therefor unto the Kings Majesty His Heirs and Successors a peppercorn for the period from the twenty fifth day of December to the twenty third day of February and a rent of six pounds twelve shillings for the period from the twenty third day of February to the twenty fifth day of March and thereafter during the said tenancy the clear yearly rent of Eighty pounds 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 payment to be made on the twenty fifth day of March One thousand nine hundred and three and the payment of the rent for the last quarter of a year of the tenancy to be made in advance on the quarter day next preceding the determination thereof

And also paying on demand unto His Majesty His Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the Lessor for insuring any building or buildings on the said land the said respective rents and sums 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 deductions whatsoever except in respect of Landlords Property Tax and Litter Rent charge And the Lessee hereby covenants with the Kings Majesty His Heirs and Successors in manner following that is to say

1. To pay unto His Majesty His Heirs and Successors the said several rents and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid
2. To pay the Land Tax sewer rate and all other taxes rates assessments and outgoings whatsoever (except Landlords Property Tax and Litter Rent charge) now or at any time

hereafter

channels sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the Lessee from the twenty fifth day of December One thousand nine hundred and two for the term of Twelve years determinable as hereinafter mentioned Paying therefor unto the Kings



Majesty His Heirs and Successors a penny per acre for the period from the twenty fifth day of December to the twenty third day of February and a rent of six pounds twelve shillings for the period from the twenty third day of February to the twenty fifth day of June and thereafter during the said tenancy the clear yearly rent of Eighty pounds payable by the Lessee on the twenty fifth day of June the twenty fifth day of December and the first payment to be made on the twenty fifth day of June One thousand nine hundred and three and the payment of the rent for the last quarter of the tenancy to be made in advance on the first day next preceding the determination thereof And also paying on demand unto His Majesty

His Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money in pursuance of the power hereby granted to be paid by the Lessor for insuring any building or buildings on the said land the said several rents and sums 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 deductions whatsoever except in respect of Landlords Property Tax and Tithe Rent charge And the Lessee hereby covenants with the Kings Majesty His Heirs and Successors in manner following that is to say

1. To pay unto His Majesty His Heirs and Successors the said several rents and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid
2. To pay the Land Tax sewer rate and all other taxes rates assessments and outgoings whatsoever (except Landlords Property Tax and Tithe Rent charge) now or at any time

hereafter

hereafter during the said term payable in respect of the demised premises

3. During the said tenancy to keep and at the determination thereof to leave in good and substantial repair and condition all buildings that are now or that may hereafter be erected on the said land and all party and other walls posts ^{pales} rails iron and other rails and fences and all other appurtenances belonging thereto together with all additions and improvements to the said premises and all marble and other chimney pieces windows window shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all waterclosets baths sinks and things belonging thereto respectively cisterns gas water and other pipes pumps wainscots partitions shelves dressers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof.

4. To properly cultivate and manage the garden attached to the said premises and keep the same in good order and condition

5. On the determination of the tenancy hereby ~~to~~ created to surrender and yield up the premises to the lessor or to whom he may appoint in such good and substantial repair order and condition as aforesaid.

6. At all times during the said tenancy to keep all the buildings for the time being on the said land insured in some or one of the Public Fire Insurance Offices in London or Westminster approved of by the lessor in the joint names of the Kings Majesty His Heirs and Successors and of the Lessee in a sum equal to three fourths at least of the full value thereof respectively And whenever required so to do to show to the lessor or to His Majesty's said Receiver the policy or policies of such Insurance and the receipt or receipts for the premium or premiums of insurance which shall have become payable for the current year And that in case such insurance

insurances shall not be effected or kept on foot or if the said policy or policies and receipts or receipts shall not be produced as aforesaid then the lessor may insure the said buildings or any of them in the amounts hereinbefore mentioned or any less amount in such name or names as he may deem proper and may recover all monies paid for such purpose as rent under the reservation hereinbefore contained

And that all monies payable under any insurance or insurances shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the lessor or his Architect or Surveyor according to such plan as the lessor may by writing approve of And that in case the monies so received shall not be sufficient for that purpose the lessee will make good the amount of every such deficiency.

7. If the tenancy shall so long continue to paint three times over with good and proper oil colours in a workmanlike manner and to the satisfaction of the lessor or his Architect or Surveyor all the outside parts usually painted of all buildings for the time being on the said land in every third year of the said tenancy and in like manner paint or varnish the inside parts of such buildings usually painted or varnished in every sixth year of the said tenancy.

8. To permit the lessor and his Agents or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also to take a schedule of the Fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be found the lessee will upon notice thereof in writing being given to or left on the demised premises for him sufficiently and properly repair paint or varnish and amend the same accordingly within one calendar month next after any such notice shall have been given or left as aforesaid.

9. To permit the agents workmen and others employed

or authorised by the lessor at seasonable times in the day time during the said term to enter into the said premises to repair any contiguous messuage or building or to empty or repair any of the watercourses drains or gutters belonging to any such contiguous messuage or building as often as occasion may require and in case any dispute shall arise between the lessee and the tenant or occupier of any such contiguous messuage or building relating to party walls watercourses drains or gutters or to any other appurtenances or easements whatsoever the lessor may (if he shall think fit) determine every such dispute on the part of the lessee in such manner as he the lessor shall think reasonable and shall by any writing under his hand order and the lessee will submit to and abide by every such determination

10. Not at any time during the said term to exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever but to keep the said messuage and premises as a private dwellinghouse or professional residence only and without making or allowing to be made any show of business therein unless with the consent in writing of the lessor.

11. Not to injure or damage any of the trees upon the said land nor raise any substrata from the said land and generally not to do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the lessor or to the owners or occupiers of any neighbouring premises.

12. Not to erect during the said tenancy any additional building upon the said land other than such as shall have been previously approved of in writing by the lessor or his Architect or Surveyor nor cut or injure any of the principal timbers or walls nor

make

* enrolled
in the Office
Land Revenue
Records and
Instruments
Minutes or
those of respec-
tively to be

make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said land nor alter or change any of the Architectural decorations of such buildings or the fence or railings (if any) in front thereof nor make any addition thereto either in height or projection without the previous consent in writing of the lessor.

13. Not to assign this lease without the previous consent of the lessor and at his the lessee's own charges to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all orders of Court Probates of Wills Letters of Administration and other instruments affecting the devolution of this lease or the tenancy hereby created within six months from the respective dates thereof respectively to be entered in the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues and to pay the usual fees for such docketing and Inrolment.

* enrolled in the Office of Land Revenue Records and Inrolments and Minutes or docket thereof respectively to be

14. Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for twenty days or if the lessee shall not perform and keep the several covenants on his part herein contained the lessor may enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made.

15. Provided also and it is hereby further agreed and declared that the term hereby granted may be determined at the end of the third sixth or ninth years thereof by the lessee upon giving to the lessor six calendar months previous notice in writing of his intention so to do and paying the rent hereby reserved and performing and observing the several covenants and agreements by the lessee herein contained up to the day of the term being so determined and any such notice shall be delivered at or sent by post to the Office for the time being of the Commissioners of Woods in London.

16. Provided lastly and it is hereby declared and agreed that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the lessee under these presents shall devolve with the tenancy hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the
 above named Edward Stafford Howard } E. Stafford Howard. *(Signature)*
 in the presence of - - - - -

Chas. E. Howlett.
 Office of Woods,
 1 Whitehall Place.
 London SW.

Signed sealed and delivered by the
 above named ~~Edward Stafford Howard~~ } Fred. B. Taylor *(Signature)*
 in the presence of - - - - - *Late S. S.*

Arthur G. Grace.
 Synodhurst,
 Clerk, The King's House.

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. Gray.
Assistant to the Keeper of the Records.

~~x d d~~ 24 April 1903.