

Dean Forest: F. 202.

Easements. Lit.

Office of Woods.
26 January 1903

Dear Forest.

File 944³

Easements. Direction Board.

W. C. Morgan.

The Deputy Surveyor of Dean Forest has forwarded to this Office your application for permission to erect and leave to erect a notice board showing the way to a small colliery you are working near the Sutterhill. In reply I am directed by Mr. Stafford Board near Howard to inform you that he is willing to give you permission to erect and during the pleasure of this Department to maintain a notice board by the main road from Parkend to Coleford, at the point where the road to your colliery turns off upon the following terms and conditions:-

26 Jan. 1903.

- (1) An acknowledgment of 1/- per annum is to be paid in advance on the 5th January in each future year during the continuance of this permission the first payment in respect of the year to the 5th January 1904 to be made at once
- (2) In the event of the determination of this permission you are - if required - to remove the board and restore the ground to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will pay the sum of 1/- to the Deputy Surveyor and return to this Office the enclosed letter signed and dated.

I am, &c.

(Sd.) Chas. E. Howlett.

Mr. W. C. Morgan.

Whitemead Park
Coleford.

16 Feb. 1903.

Easements. Direction Board.

I

1903

I have this day received the sum of £7- being rent to the 5 January 1904 in respect of permission to erect a Notice Board showing the way to a small colliery near the Tutterhill granted to W. C. Morgan.

(Paid) P. B. 16/2/03.

C. Stafford Howard Esq CB

~~1903~~

85

File F. 8611.

Subd 03.04

Dated
11th April 1903.

County
of Southampton.

E. Stafford,
Howard Esq. C.B.
a Commissioner
of His Majesty's
Woods &c.

to
J.W. Boughton Esq.

Copy
lease
of messuage called
Creech House; also
lands &c. and
right of sporting
Bere Woods.

Term: 1 Feb. 1903.
8
Expires 1 Feb. 1911.

Lent
£70. 10. 0 p.a.

This Indenture made the eleventh day of April One thousand nine hundred and three Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the premises hereby demised of the second part and John Waters Boughton of Asherfields Gosham in the County of Hants Gentleman (hereinafter called "the Lessee") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained to the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the Crown Lands Acts 1829 to 1894 and of all other powers and authorities enabling him so to do and with the consent 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 First All those messuages coachhouse stables buildings and lands containing Five acres one rood and twenty four perches or thereabouts situate in East or Creech Plantation in Bere Woods in the County of Southampton delineated and coloured red on the plan annexed to these presents and known as Creech House and Cottage Reserving thereout unto His Majesty His Heirs and Successors all timber and other trees tallers pollards spires saplings (whether on stools or otherwise) and plantations and all mineral substances and substrata whatsoever (except such materials as may be required for making and repairing roads upon the premises) with liberty for the lessor (the term "lessor" being hereinafter defined) and his grantees and Agents or any of them with or without horses cattle carts engines and carriages from time to time to enter upon the premises

Keepers cottage and land and sporting. Underlet
to L. E. B. Long 1906 for remainder of term of principal
lease @ £45 p. a. 86

premises and to mark fell cut search for work make
merchantable and carry away the same respectively and
for such purposes to make and erect all requisite conve-
niences on the demised premises paying reasonable compen-
sation for damage done to crops on the land the amount
thereof if not agreed upon being fixed by a valuation
made by two arbitrators or their umpire under a
submission made in pursuance of the Arbitration
Act 1889 And secondly The exclusive leave and license
to shoot and kill all game and rabbits upon and over
All that Inclosure of land belonging to His Majesty called
the East or breech Inclosure or Navigation situate within
the limits of the late Forest of Bere in the County of South-
ampton containing Four hundred and fifty six acres
two roods and twenty perches or thereabouts delineated on
the said plan and thereon edged with a green line To
hold the premises unto the lessee from the first day of
February One thousand nine hundred and three for
the term of Eight Years paying unto the Kings Majesty
His Heirs and Successors the yearly rent of Seventy pounds
and ten shillings by equal quarterly payments
upon the first day of May the first day of August the
first day of November and the first day of February in
every year (except that the rent for the last quarter of
a year of the tenancy shall be paid in advance on the
first day of February preceding the end thereof) the first
payment being due on the first day of August One thou-
sand nine hundred and three And also paying
in manner aforesaid a further yearly rent equal to Five
pounds per ~~centum~~ centum upon all monies and expenses
laid out or incurred by His Majesty His Heirs or Successors
at the request of the lessee in or incidental to building
or other improvements on the premises any such rent
payable in respect of any building or other improvement
to commence from the quarter day next after the completion
of such building or improvement And it is agreed that
as to the amount of the monies and expenses laid out
or incurred as aforesaid and as to the purposes for

which

which and the dates when the same were laid out and incurred and as to the date of completion of any building or improvement the certificate in writing of His Majesty's Deputy Surveyor of the New Forest for the time being shall be conclusive evidence

And also paying in manner aforesaid a further yearly rent of Forty pounds for every acre (and so in proportion for a less quantity) of meadow or pasture land broken up or used otherwise than as meadow or pasture land without the previous license in writing of the lessor such last mentioned additional rents (which are reserved as liquidated or fixed rents agreed to be paid in the cases aforesaid and not by way of penalty) to be paid quarterly upon the days aforesaid the first payment thereof respectively to be made on such of the said days as shall next happen after the same rent or rents shall have been incurred. All which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of His Majesty's said Deputy Surveyor free from all deduction whatsoever (except in respect of the Landlord's Property Tax) And the lessee hereby covenants with the King's Majesty His Heirs and Successors in manner following, that is to say

1. To pay unto The King's Majesty His Heirs and Successors the rents hereby reserved at the times and in manner aforesaid.
2. To pay the Land Tax Tithe Rent charge Drainage and Sewer Rates and all other taxes rates and outgoings whatsoever now or at any time hereafter payable in respect of the said premises (except the Landlord's Property Tax) 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 (with the fixtures thereon) walls gates stiles mounds banks bridge drains outfalls culverts watercourses

sluices

sewers hedges ditches and fences now being or that may hereafter be on the premises first described and to keep and preserve the Road leading to the same and as to such parts of the said buildings and fences as have been or are usually painted or tarred properly painted and tarred and to cart at his own expense the materials for any new buildings or improvements to be erected or made at the expense of the lessor as heretofore referred to And to keep and at the end of the tenancy to leave the demised land clean and in good heart and condition and cultivated and managed in a good and husbandlike manner and in accordance with the special provisions hereinafter contained Provided that the lessor or his Agents may at all times enter upon the premises and examine the same and take any plans thereof and if any want of repair shall be found on the said premises first heretofore demised or any ditches watercourses sluices sewers or drains shall be found thereon not properly cleared out or if the land thereby demised shall be found not in good condition and properly cultivated and the lessee shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for him repair 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 charge the lessee with all expense incurred which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

4. At all times during the 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 some Insurance Office or Offices approved of in writing by the lessor 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 for the premium or premiums in respect thereof for the current year

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 of Insurance or receipt or receipts as aforesaid the lessor may insure the said ~~the said~~ buildings or any of them in such name or names as he may think fit in the amount hereinbefore mentioned or in any less amount and all monies paid for such purpose shall be recoverable as rent hereby reserved and in arrear And all monies payable under any insurance shall be received by the lessor and applied in rebuilding or reinstating the buildings in respect of which the same shall be paid

- 5. To manure cultivate and manage all the garden and meadow land hereby demised in a good and husbandlike manner and to keep the said land clear and in good heart and condition and not to plough or break up the meadow or pasture land hereby demised or any part thereof unless with the previous consent in writing of the lessor.
- 6. Not to do or permit to be done in or upon the demised premises any waste spoil or destruction or any act or thing which shall be or become a nuisance annoyance or disturbance to the owners or occupiers of any contiguous property.
- 7. Not to erect additional buildings nor alter existing buildings without the license and consent in writing of the lessor.
- 8. To consume and spend upon the said demised land or some part thereof all the grass and hay grown upon the said land and not in any one year to cut or take more than one crop of hay from off any of the meadow or pasture land hereby demised.
- 9. To preserve all the timber and other trees tellers pollards spires and saplings for the time being standing or growing upon the said first described land from bite of cattle or other injury and not to cut down fell or destroy lop top or prune any of such timber or other trees tellers pollards spires or saplings under the

penalty

Raw detached
for copying to 1817

90.

penalty of Twenty pounds for every timber tree and Ten pounds for every other tree taller pollard spire or sapling to be from time to time paid to the Kings Majesty His Heirs and Successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.

10. To use his utmost endeavours to preserve a good stock of game on the said East or Breach Inclosure and to prevent any person or persons who may not be duly authorised so to do by him from taking or killing game upon the said Inclosure or any part thereof. And will from time to time and at least once in every year report his proceedings under the appointment hereinafter contained pursuant to the directions in that behalf given.

11. During the said term to effectually kill or keep down the hares and rabbits in or upon the said East or Breach Inclosure so as to prevent the number of such hares and rabbits increasing and impeding the good management of the Inclosure or injuring the crops trees shrubs and fences thereon or on any adjoining land belonging to His Majesty. And in case the lessee shall neglect or omit to kill or keep down the hares and rabbits in or upon the said Inclosure to the satisfaction of the lessor it shall be lawful for the lessor after giving to the lessee or leaving for him at his usual or last known place of abode in England fourteen days notice in writing for that purpose to employ any person or persons to take such steps as he shall think fit for killing or reducing the said hares and rabbits to such number as shall in the opinion of the lessor be requisite or expedient. And the lessee will pay to His Majesty or to the lessor on demand all the costs charges and expenses to be incurred thereby and also the amount of all damage occasioned by such neglect or omission.

12. Not to commit or suffer during the said term any damage or injury to be done to the land or the trees fences or crops of His Majesty or of the tenants or occupiers of the land of His Majesty. And in case of any damage or injury being done from time to time to make good to the satisfaction of the lessor any damage or injury to the fences of

the

the said East or Breach Inclosure and make full satisfaction and recompense to His Majesty His Heirs and Successors or to the tenants or occupiers of any adjoining land as the case may be for any damage or injury whether to the timber ^{and} other trees tellers pollards spurs saplings underwood bushes or fern of the said East or Breach Inclosure or to the crops or any adjoining land the property of His Majesty or otherwise the amount of such compensation to be from time to time settled and determined by His Majesty's Deputy Surveyor aforesaid and if the amount thereof be not paid to His Majesty's Deputy Surveyor within one week after Notice specifying the amount thereof the same shall be recoverable as rent hereby reserved and in arrear.

13. To leave at the end or other sooner determination of the said term hereby granted a fair and reasonable stock of game on the said East or Breach Inclosure.
14. Not to assign the said premises hereby demised or any part thereof or part with the possession of this lease or assign or underlet the license hereby granted without the license in writing of the lessor.
15. To procure every Assignment which may with such license as aforesaid be made of these presents and of the premises hereby demised or any part thereof and every assignment or underletting of the license hereby granted and all Probates of Wills Letters of Administration Orders of Court and other Instruments affecting the devolution of this lease or the term hereby granted to be within six calendar months from the date thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the Commissioners of Woods and to pay the usual fees therefor.
16. And this Indenture further witnesseth that the said Edward Stafford Howard doth hereby under the powers of the several Acts of Parliament heretofore referred to and of all other powers enabling

him

him in this behalf nominate deputy and appoint the lessee to be his Majesty's Gamekeeper as from the first day of February one thousand nine hundred and three for the term of eight years thence next ensuing if he shall so long live and the premises hereby demised remain vested in him over and upon the said East or Breach Enclosure with full power license and authority to seize and destroy all unlawful dogs guns and engines used for the taking or destroying of beasts or birds of chase or warren within the said Enclosure And the said Edward Stafford Howard doth hereby direct the lessee to report to the lessor once at least in every year the proceedings of him the lessee as Gamekeeper and Officer of His Majesty as aforesaid.

17. Provided always and these presents are upon this condition that if the said yearly rent of seventy pounds ten shillings or any part thereof or the said additional rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of twenty days next after either of the said days hereinbefore appointed for the payment thereof respectively Or in case the lessee shall not observe and perform the several covenants agreements and conditions herein contained and which on his part ought to be observed and performed Or in case whilst the demised premises or any part thereof are vested in him for all or any part of the term hereby granted he shall be adjudged Bankrupt or a Trustee shall be appointed under a liquidation of his affairs by arrangement Or if he shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term interest and license hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator Then and in any of the said cases it shall be lawful for the lessor to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had not been made And thereupon the right

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of shooting hereby granted and the grant and appointment hereinbefore contained shall cease and determine. And it is hereby covenanted and declared that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the lessee in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made.

18. Provided lastly and 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 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 leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the second and third parts have hereunto set their ~~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

E. Stafford Howard

Francis Howard Colonel K. G. B.
Thornbury Castle,
Gloucestershire

Signed sealed and delivered
by the above named John
Waters Boughton in the
presence of

J.W. Boughton (LS)

J.M. Potter.
Craneswater Avenue,
E. Southsea
Secretary.

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

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

13th May 1903.

[Handwritten initials]

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the above r
fford Howar
sence of...

For L Bk 23



TINTERN ESTATE.

BY EDWARD STAFFORD HOWARD ESQUIRE C.B. a Commissioner
of His Majesty's Woods Forests and Land Revenues.

I, Edward Stafford Howard, a Commissioner of His Majesty's
Woods Forests and Land Revenues DO HEREBY in consideration
of the payment of £3.3.0. grant to *(See list attached)*

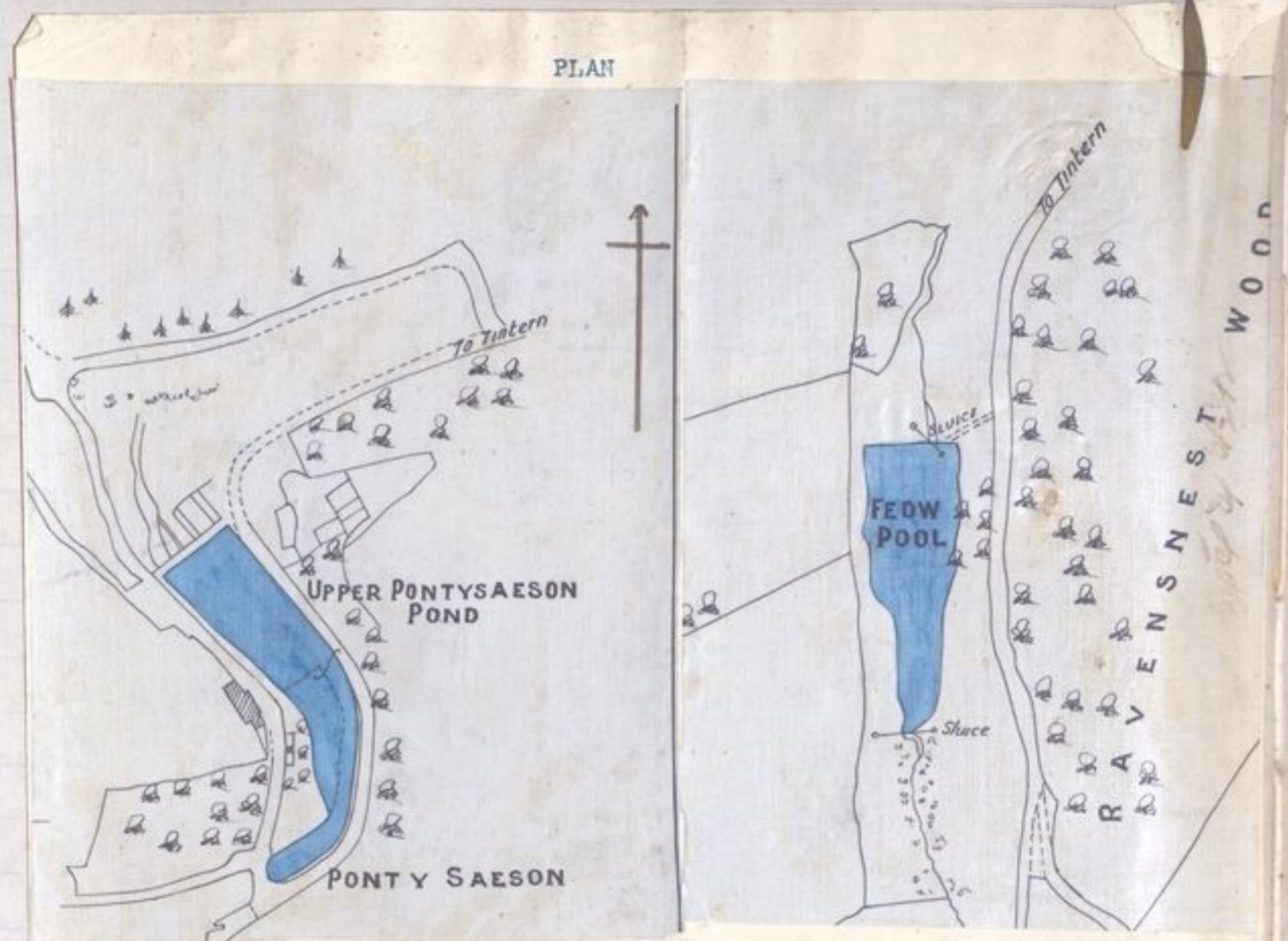
of

License to fish with rod and line
in the FEDW and UPPER PONTYSAISON PONDS ^{old} shown by blue
colour on the tracing at the back hereof and subject to the
Rules and Regulation at the back hereof : Provided that
this License so far as it relates to trout fishing shall
endure only to the 1st September 1903 and as regards other
fish for such periods as they may legally be taken.

IN WITNESS whereof I have hereunto set my hand and seal this
day of _____ 1903.

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

(Ed.) E. Stafford Howard. (L)



RULES & REGULATIONS.

1. The trout season begins on the 2nd March and ends on the 1st September both days inclusive.
2. No fishing, except fair rod and line angling, no night line or night lobworm fishing is allowed for any kind of fish.
3. All fish measuring less than eight inches in length from the point of the nose to the fork of the tail are to be returned to the water immediately after they are caught, except pike (jack) and eels.
4. Licenses are not to be transferred or lent to anyone else.
5. Any licensee lending his License or acting contrary to these Rules or violating any Act of Parliament for the preservation of fish shall be liable to forfeit his License at the discretion of the Commissioner of Woods.
6. Every Licensee must produce his License when required by any Crown official.

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Name.	Address.	Date of license.
Lewis, G. C.	Inyros Court, Chepstow.	23 Jan. 1903.
Lawrence, Dr. A. G.	The Bedars, Chepstow	Do.
Clive, Robert.	Brynderwyn, Chepstow	28 Jan "
Clay, Henry.	Kericefield Park, Chepstow.	2 Feb. "
Clyde, Hastings.	Oak Grove, Chepstow.	25 Feb. "
Evans, Fothergill	Lollmeysic Lodge, Chepstow.	7 " "

WESTWOOD

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[Faint, mostly illegible handwritten text on a lined page, possibly a letter or report.]



Signed
by the
Stafford
presence

[Handwritten signature or initials]

For L Bk 23



INTERIM ESTATE

BY EDWARD STAFFORD HOWARD ESQUIRE C.B. a Commissioner of His Majesty's Woods, Forests and Land Revenues.

I, Edward Stafford Howard, a Commissioner of His Majesty's Woods, Forests and Land Revenues DO HEREBY in consideration of the payment of £5.5.0. grant to Mrs. Emma Garrett of the Beaufort Arms, Tintern, or any person staying at the said Hotel and authorised by her in writing license to fish with rod and line in the FEDW and UPPER PONTYSAISON PONDS shown by blue colour on the tracing at the back hereof and subject to the Rules and Regulations at the back hereof: Provided that this License shall be used by only one person at a time and so far as it relates to trout fishing shall endure only to the 1st September 1903 and as regards other fish for such periods as they may legally be taken.

IN WITNESS whereof I have hereunto set my hand and seal this 17 day of April 1903.

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

E. Stafford Howard (LS)

Francis Howard Colonel K.C.B. Thornbury Castle Glos

A second license similar to above granted to Mr. Garrett. Dated 17 April 1903.

95.

Plan same as that
attached to other Licenses.
W. D. Bk 23. Page 95.

RULES & REGULATIONS

1. The trout season begins on the 2nd March and ends on the 1st September, both days inclusive.
2. No fishing, except fair rod and line angling, no night line or night lobworm fishing is allowed for any kind of fish.
3. All fish measuring less than eight inches in length from the point of the nose to the fork of the tail are to be transferred returned to the water immediately after they are caught, except pike (jack) and eels.
4. Any licensees acting contrary to these Rules or violating any Act of Parliament for the preservation of fish shall be liable to forfeit his license at the discretion of the Commissioner of Woods.
5. Every licensee must produce his license when required by any Crown Official.

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Dean Forest F. 443.

Office of Woods,
13 February 1903.

Easements In,

E. D. & W. R. R. L.
Council.

Dean Forest.

File 948.

Repair of Wells.

Permission
to repair 8 wells
in East Dean
Township.

13 Feby 1903.

The Deputy Surveyor of Dean Forest has forwarded to this Office your application dated 3rd instant on behalf of the East Dean and United Parishes Rural District Council for permission to repair and put in good condition certain wells on brown land within their District. In reply I am directed by Mr. Stafford Howard to inform you that he is willing to give your Council permission to repair the five wells of which three are shown on the tracings that accompanied the above letter and the other two on the tracings supplied by you in May of last year and also the three wells permission to repair which was given by letter of 18 January 1900 all which above 8 wells are more particularly described in your present application, subject to the payment by the Council of the sum of 2/6. as an acknowledgment of the rights of the Crown. If the Council accept this offer the 2/6 should be paid to Mr. Baylis forthwith.

W. Whitehouse. Esq.

I am, &c.

J. Chas. & Howlett.

Whitehead Park

26 February 1903.

Repair of Wells.

I have this day received the sum of 2/6 from W. Whitehouse in respect of the above.

(Initd) J. B.

E. Stafford Howard. Esq. CB.

F. 531.

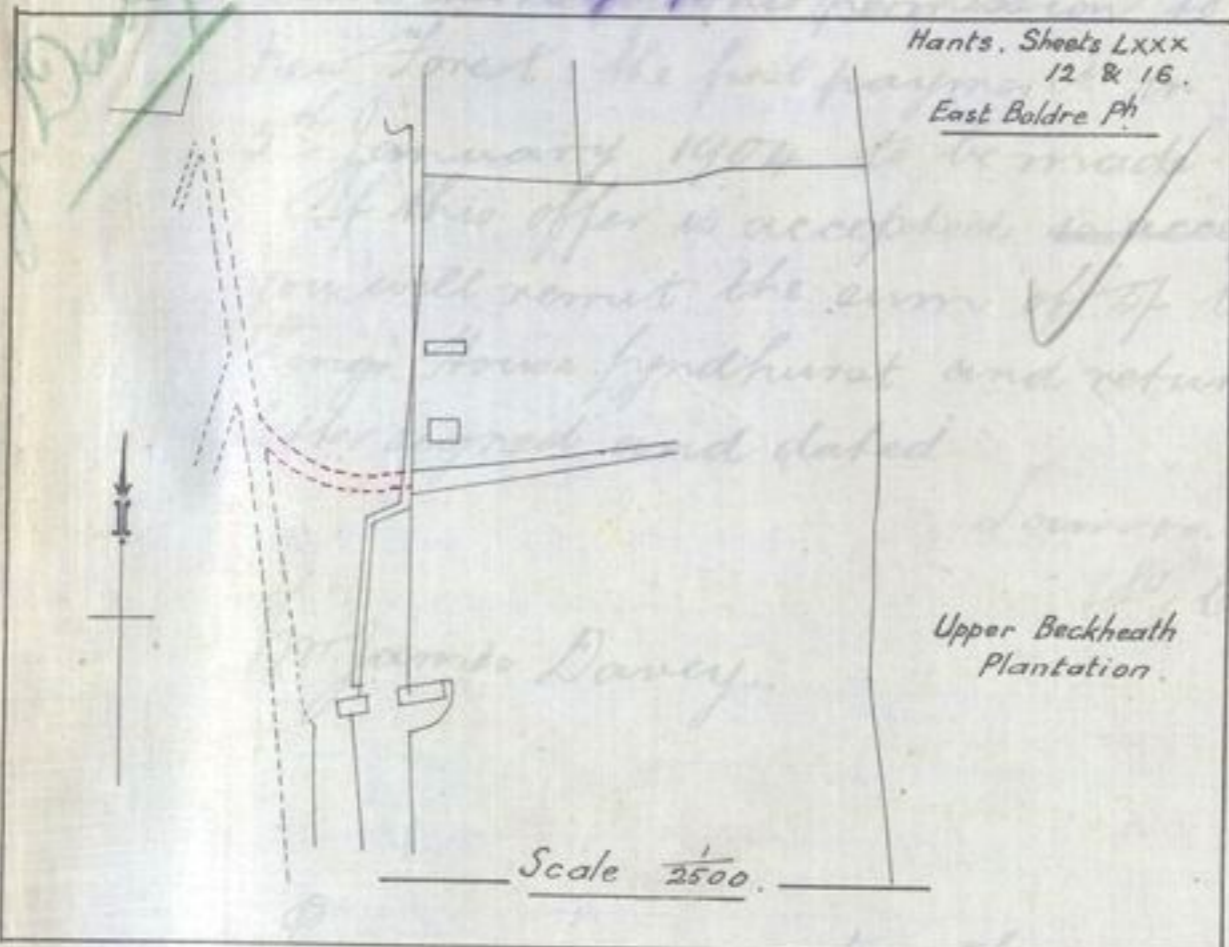
Office of Woods.
25th February 1903

Lot. New Forest.

File 4173.7 Casements. Road at Beaulieu Rails

The Hon. G. W. Lascelles has reported to this Office your application for permission to repair a road leading to your property at Beaulieu Rails. In reply I am directed by Mr. Stafford Howard to inform you that he is willing to give you permission to repair and maintain during the pleasure of this Department the road or track shown by red lines on the enclosed tracing upon payment of an acknowledgment of 5/- per annum in

Page 98.



advance in the 1st January in each future year during the Deputy Surveyor of the respect of the year to the acceptance of this offer. If this offer is accepted, I am to request that you will remit the sum of 5/- to the Hon. G. W. Lascelles. The

E. Howlett

Beaulieu Rails
April 1st 1903.

I beg to accept the offer contained in your letter of the 26th February of permission to repair the road shown on the tracing that accompanied your letter and I agree to pay the acknowledgment specified therein.

I am, Sir,
(S^d) Jas. Davey.

E. Stafford Howard Esq. CB.

F. 531.

Office of Woods.
25th February 1903.

Lii.

New Forest.

File 4173⁷ Casements. Road at Beaulieu Rails.

The Hon^{ble}. W. Lascelles has reported to this Office your application for permission to repair a road leading to your property at Beaulieu Rails. In reply I am directed by Mr. Stafford Howard to inform you that he is willing to give you permission to repair and maintain during the pleasure of this Department the road or track shown by red lines on the enclosed tracing upon payment of an acknowledgment of 5/- per annum in advance on the 5th January in each future year during the continuance of this permission to the Deputy Surveyor of the New Forest; the first payment in respect of the year to the 5th January 1904. to be made on the acceptance of this offer.

If this offer is accepted I am to request that you will remit the sum of 5/- to the Hon^{ble}. W. Lascelles The Kings House Lyndhurst and return to this Office the enclosed letter signed and dated.

I am, &c.

(S^d) Chas. E. Howlett

Mr. James Davey.

Beaulieu Rails
April 1st 1903.

Lii.

New Forest.

File 4173⁷.

I beg to accept the offer contained in your letter of the 26th February of permission to repair the road shown on the tracing that accompanied your letter and I agree to pay the acknowledgment specified therein.

I am, &c.

(S^d) Jas. Davey.

E. Stafford Howard Esq. CB.

New Forest. F 610

Office of Woods.
28th February 1903

Easements. Lri

New Forest. File 44737

Entrance to
land at
Brookenhurst.

Easements. Entrance to land at Brookenhurst.
With reference to your letter of the 10th instant I am directed by Mr. Stafford Howard to state that as you announce your intention of building on this land shortly, your application for a gate for agricultural purposes is obviously inappropriate and the offer

A. Wilkinson,

Permission contained in the official letter to you of the 5th instant to repair and maintain the above road is therefore withdrawn. As you appear to require an approach for the purpose of carting building materials I am to suggest that you should take an easement to make an approach road and gateway not exceeding 12 feet in width as shown on the enclosed tracing by red chain lines. The terms would be as follows:-

28 Feb. 1903

- (1) The permission to be strictly during the pleasure of this Department.
- (2) An acknowledgment of 10/- per annum to be paid in advance to the Deputy Surveyor of the New Forest on the fifth January in each future year during the continuance of this permission: the first payment in respect of the year to the 5th January 1904 to be made at once.
- (3) The road to be made to the satisfaction of the Deputy Surveyor before any building material is carted over it. All traffic to be confined to the road so made and no fence of any description to be erected on either side thereof. The amount of the acknowledgment will be subject to revision when the house you propose building is completed.

Ackgt increased
to 15/- p.a. as from
5 July 1905.

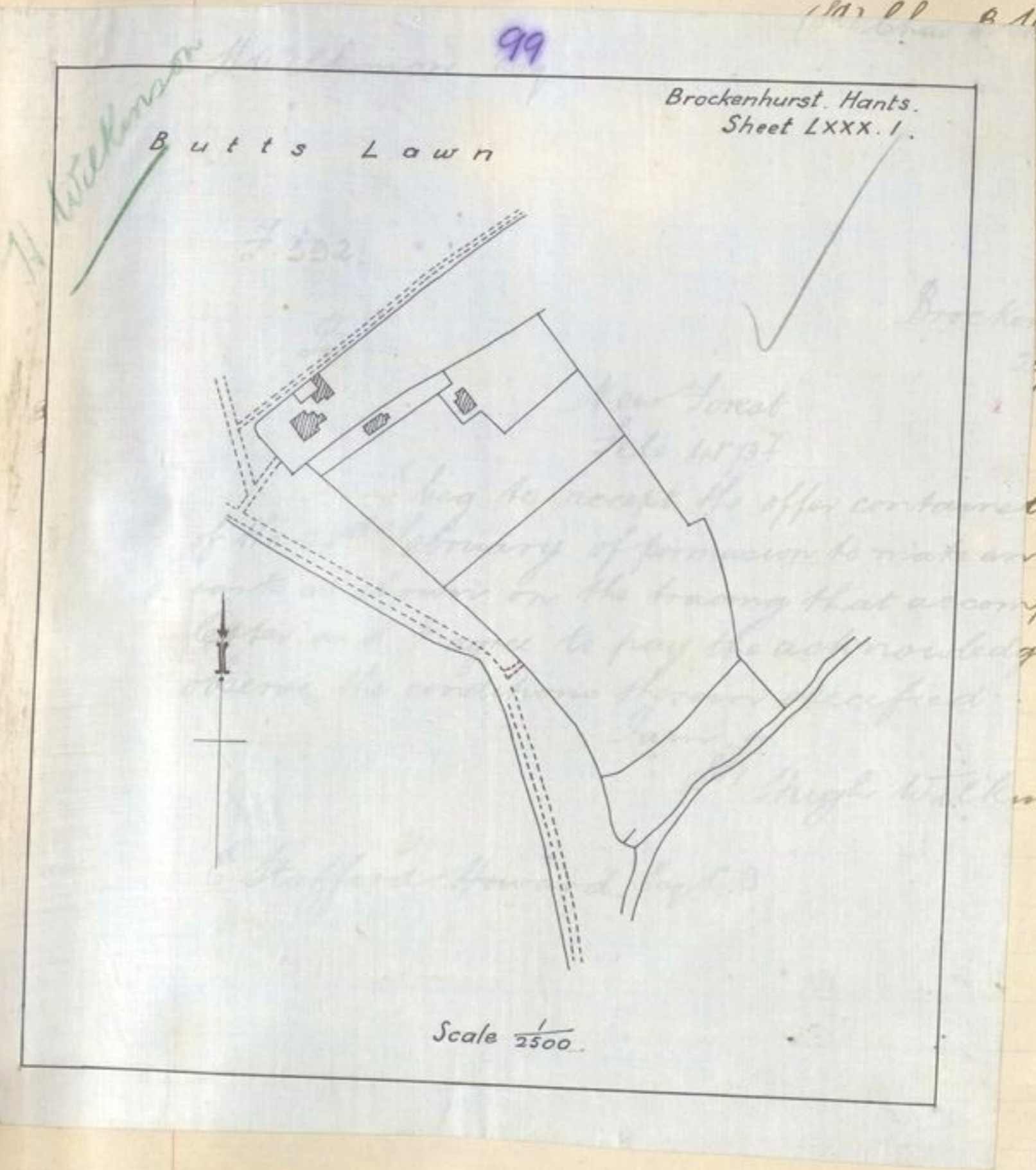
With reference to the latter part of your letter I am to state that the acknowledgments for these easements are fixed according to a scale which depends in part upon the rateable value of any house to which access may be given and that in the case you mention a single approach was used by five houses in common. The amount was therefore fixed upon the aggregate rateable value of the five houses and so, of course,

resulted

in a lesser charge per house than would have been made if permission had been granted for a separate approach to each house.

If you accept the offer made herein you will be good enough to pay the sum of 10/- to the Deputy Surveyor and return the enclosed letter to this Office signed and dated

I am etc
W. P. B. Howlett,



Brockenhurst.
29 March. 1903.

I beg to accept the offer contained in your letter of the 14th inst. in relation to the proposed entrance for a road on the tracing that accompanied your letter and to pay the acknowledged amount and to remove the conditions therein specified.

W. P. B. Howlett.

Scale $\frac{1}{2500}$.

in a lesser charge per house than would have been made if permission had been granted for a separate approach to each house.

If you accept the offer made herein you will be good enough to pay the sum of 10/- to the Deputy Surveyor and return the enclosed letter to this Office signed and dated

I am &c
(Sd) Chas E Howlett.

H. Wilkinson, Esq.

F. 532.

Sir,

Brockenhurst.
29 March. 1903.

New Forest.
File 44737

I beg to accept the offer contained in your letter of the 28th February of permission to make an entrance for carts as shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.
(Sd) Hugh Wilkinson.

E. Stafford Howard, Esq. C.B.

Sched^g / 124

Dated 7th April 1903 This Indenture made the seventh day of April One thousand nine hundred and three Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB the Gaveler of the Forest of Dean and the commissioners of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and George William Bridge Esq. CB. a Commissioner of His Majesty's Woods (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained to the said Edward Stafford Howard as such Commissioner as George W. Bridge aforesaid on behalf of His Majesty doth demise and lease unto the lessee All and singular the Quarries beds and veins of stone within all ^{that} limestone quarry situate near Easter Iron Pit at Milkwall of the length of Twenty yards the North angle of which said Quarry is at a distance of Thirty one yards from the South East corner of a piece of land No. 569 on Ordnance Survey Map and the South West angle of Quarry is at a distance of Thirty four yards from the South East corner of the piece of land before mentioned and is bounded on all sides by open Forest and numbered 686. in the Deputy Surveyors Quarry lease Books which quarry ground is more particularly delineated and described on the plan drawn in the margin of these presents and is thereon edged with a red line To hold the said Quarry unto the lessee from the Twenty fifth day of March One thousand nine hundred and three for the term of Seven years Yielding and paying unto His Majesty His Heirs and Successors therefor the clear yearly rent of Five pounds such rent and the royalty hereinafter reserved to be paid to the Crown Receiver for the Forest of Dean on the twenty ninth day of September in every year free from all deduction (except landlords' Property Tax) And also yielding and paying to His Majesty His Heirs and Successors a royalty of four pence per ton of Two thousand two hundred and forty pounds avoirdupois

Forest of Dean
 E. Stafford Howard Esq. CB. a
 Commissioner of His Majesty's Woods
 to
 George W. Bridge
 lease
 of Limestone
 Quarry No. 686.
 Commencing 25th March 1903.
 Term of year.
 Expires 25th March 1910.
 certain Rent
 £5 per annum.
 Royalty 4d per
 ton.

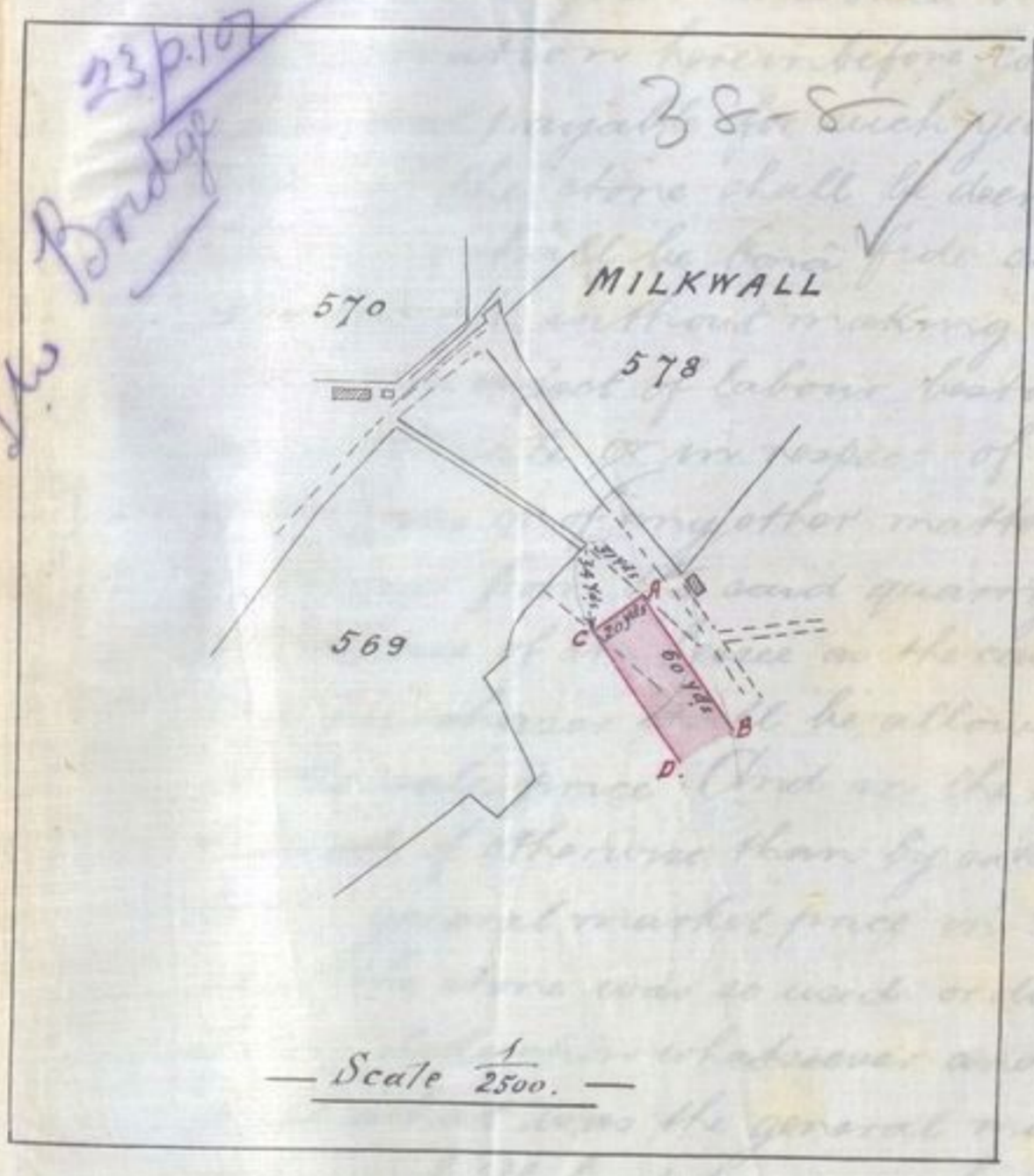
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the value of all stone gotten from the said quarry and sold used or otherwise disposed of such royalty to be paid on the said Twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also yielding and paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year Provided also that the value of the stone shall be deemed to be the price for which the same shall be bona fide sold after having been made marketable without making any deduction from such price either in respect of labour bestowed thereon in preparing the same for sale or in respect of carriage to any yard or works of the lessee or of any other matter whatsoever except that the cost of carriage from the said quarry or from any yards works or premises of the lessee as the case may be to the place of delivery to a purchaser shall be allowed where such cost is included in the sale price And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the Forest of Dean at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's chief Mineral Inspector for the time being whose decision shall be final and binding on all parties And the lessee hereby covenants with His Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid)
2. To bear pay and discharge all and all manner of present

and

the value of all stone gotten from the said quarry and sold used or otherwise disposed of such royalty to be paid on the said Twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also yielding and paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone sold used or disposed of



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J.W. Bridge

...sufficient in value according to ... to yield a sum equal ... Provided also that the ... to be the price for which ... after having been made ... any deduction from such price ... labour bestowed thereon in preparing the ... in respect of carriage to any yard or works ... whatsoever except that the cost ... or from any yards works ... may be to the place of delivery ... where such cost is included ... of the stone being used or ... the value shall be deemed to ... the Forest of Dean at the date ... of without allowance ... if there shall be any dispute ... the general market price at such date such ... be determined by the Crown's chief Mineral

Inspector for the time being whose decision shall be final and binding on all parties And the Lessee hereby covenants with His Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid)
2. To bear pay and discharge all and all manner of present

and

and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax)

3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.

4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone^{quarry} and not to erect or make any building thereon except a lime kiln for burning the stone raised from the said Quarry and a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.

5. To erect and thereafter maintain a substantial fence to the satisfaction of the lessor and in accordance with the Quarry Fencing Act 1887 along the lines A.B and C.D. shown upon the said plan and to fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within six months from the date hereof all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts

pales

pales and other defences and not during the said term to fell stub cut top or wilfully destroy spoil or damage any timber or any other tree pollard sapling or young stone growing on or near the said premises or any part thereof.

6. To work manage and carry on the said quarry in a fair workmanlike ~~manner~~ and proper manner to the satisfaction of the lessor and according to the best methods of working Quarries of a like nature in the said Forest.
7. To permit the lessor at all reasonable times with or without workmen or Assistants to enter into and upon the said Quarry works and premises and inspect and examine the state and condition thereof and to render every reasonable assistance to the lessor his Agents and Workmen or Assistants in the examination aforesaid when required and before commencing to remove any top soil give to the lessor or his Agent seven days previous notice in writing of his the lessee's intention so to do.
8. To keep legible books of account with correct entries of the quantities of the stone gotten from the said Quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.
9. To deliver to the lessor or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at such times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of or if the circumstances shall so require a

Statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory declaration by the lessee or his chief or only Agent for the time being And within the same periods and at such other time as aforesaid to deliver if required to the lessor a correct plan and measurement signed by the lessee or his chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the Quarry or works or at the Office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

10. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained

11. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.

12. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof or giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessee at his usual or last known place of residence or business and if the said notice shall proceed from

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the lessee the same may be sent by post to or left at the office in London for the time being of the Commissioners of Woods

13. **Provided always** that if the rent or royalty hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the Kings Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made.

14. **Provided lastly** and it is hereby agreed and declared that the term "lessor" herein means the Kings 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 of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently

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 in the presence of }
Chas. E. Howlett,
Office of Woods
1 Whitehall Place,
London, S.W.

E Stafford Howard (S)

Signed sealed and delivered
by the above named ~~Edward~~
George William Bridge in the
presence of }
Thos. H. Hyett,
Rags Head Lodge,
Brown Woodman.

G.W. Bridge (S)

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. Lyness.
Assistant to the Keeper of the Records.

22 May 1903.
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