

Dated  
4<sup>th</sup> December  
1903.

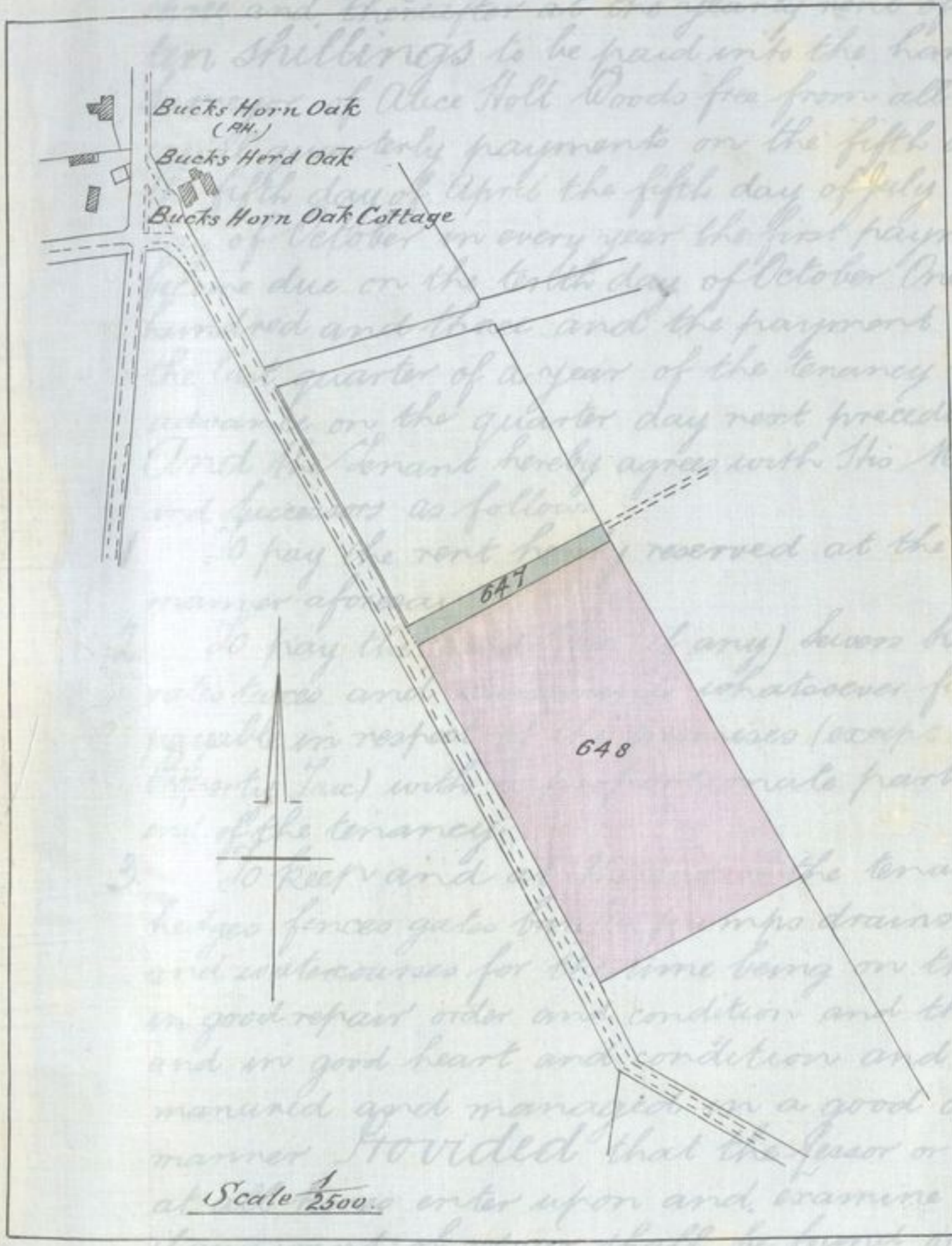
E. Stafford  
Howard Esq. C.B.  
a Commissioner of  
His Majesty's Woods  
Forests and  
Land Revenues  
and  
George  
Collier.

Agreement  
for letting  
lands at  
Bristead, Hants,  
containing  
5. 7. 28 on a  
yearly tenancy  
from the 1<sup>st</sup> day  
of October 1903.

Rent  
£7. 10. - p.a  
2 6

Articles of Agreement made the fourth day of December One thousand nine hundred and three Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the premises hereby agreed to be let of the second part and George Collier of His Majesty's Woods Parks Horn Lake Hamham in the County of Surrey hereinafter called the Tenant of the third part The said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty hereby agrees to let to the Tenant who agrees to take as tenant to His Majesty All that piece or parcel of land adjoining the Enclosure known as the Willow Green Plantation situate in the Parish of Bristead in the County of Hants containing Five acres and Twenty six perches or thereabouts And also so far as the said Edward Stafford Howard has power to demise the same All that other strip or parcel of land situate on the north side of and adjoining the before-described piece of land and containing One rood and two perches or thereabouts which said pieces of land are delineated and coloured red and green on the plan attached hereto and are thereon numbered 648 and 647 respectively Together with the appurtenances thereto belonging Reserving thereout unto His Majesty His Heirs Successors and Assigns (subject only to the concurrent rights of the tenant under the Ground Game Act 1880) the exclusive right of hunting shooting and sporting together with a right of way over the said piece of land numbered 647. And also reserving all timber and other trees tallers pollards spurs and saplings and all mineral substances and substrata To hold the premises to the Tenant from the first day of October One thousand nine hundred and three for the period to the tenth day of October

One thousand nine hundred and three and thereafter as  
Tenant from year to year (determinable as hereinafter provided)  
at the rent of Three shillings and <sup>eight</sup> pence for the period  
to the tenth day of October One thousand nine hundred and



Seven pounds  
ten shillings to be paid into the hands of the Deputy  
Alice Holt Woods free from all deduction by  
regular payments on the fifth day of January  
the fifth day of April the fifth day of July and the tenth  
day of October in every year the first payment having  
been due on the tenth day of October One thousand nine  
hundred and three and the payments of the rent for  
the quarter of a year of the tenancy to be made in  
advance on the quarter day next preceding the end thereof  
The Tenant hereby agrees with His Majesty His Heirs  
and Successors as follows

to pay the rent to be reserved at the times and in  
manner aforesaid  
to pay the rent (any) less than and all other  
charges and expenses whatsoever for the time being  
payable in respect of the premises (except the landlord's  
share of the tax) within the rate part thereof up to the  
end of the tenancy

To keep and maintain the premises during the tenancy leave all  
hedges fences gates and drains ditches culverts  
and watercourses for the time being on the said premises  
in good repair order and condition and the land clean  
and in good heart and condition and cultivated  
manured and managed in a good and husbandlike  
manner Provided that the lessor or his Agent may

at Scale 1/2500 enter upon and examine the premises and  
if any want of repair shall be found or any ditches  
watercourses or drains shall be found not properly cleaned

out or if the land shall be found not in good condition  
and properly manured managed and cultivated and the  
Tenant 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

One thousand nine hundred and three and thereafter as Tenant from year to year (determinable as hereinafter provided) at the rent of Three shillings and <sup>eight</sup> pence for the period to the tenth day of October One thousand nine hundred and three and thereafter at the yearly rent of Seven pounds ten shillings to be paid into the hands of the Deputy Surveyor of Alice Holt Woods free from all deduction by equal quarterly payments on the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year the first payment having become due on the tenth day of October 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 end thereof And the Tenant hereby agrees with His Majesty His Heirs and Successors as follows

1. To pay the rent hereby reserved at the times and in manner aforesaid
2. To pay the Land Tax (if any) Sewers Rates and all other rates taxes and assessments whatsoever for the time being payable in respect of the premises (except the Landlord's Property Tax) with a proportionate part thereof up to the end of the tenancy.
3. To keep and at the end of the tenancy leave all hedges fences gates banks pumps drains ditches culverts and watercourses for the time being on the said premises in good repair order and condition and the land clean and in good heart and condition and cultivated manured and managed in a good and husbandlike manner **Provided** that the Lessor or his Agent may at all times enter upon and examine the premises and if any want of repair shall be found or any ditches watercourses or drains shall be found not properly cleared out or if the land shall be found not in good condition and properly manured managed and cultivated and the Tenant 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

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 Tenant with all expense incurred which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

4. To leave at the end of the tenancy without requiring any compensation for the same all the dung and manure that may then be upon the premises.

Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for twenty one days or if there shall be a breach of any of the Agreements on the part of the Tenant herein contained or if the Tenant shall become Bankrupt or other voluntarily or involuntarily do or suffer anything in consequence whereof his interest in the 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 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 Tenant to His Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the day on which such reentry shall have been made.

Provided also and it is hereby agreed that the 33<sup>rd</sup> section of the Agricultural Holdings (England) Act 1883 shall not apply to the tenancy hereby created but that such tenancy may be determined on the fifth day of April or the tenth day of October either in the first or any

subsequent

subsequent year of the tenancy by giving to the other of them six months previous notice and if such notice shall proceed from the lessor the same may be given to the Tenant or left upon the premises for him 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 lessor and paying the rent hereby reserved and performing and observing the agreements on the part of the tenant herein contained up to the day of the tenancy <sup>becoming</sup> being determined.

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 premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Tenant 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 Instrument shall be deemed to be fully and sufficiently entolled 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 the day and year first above written.

Signed sealed as by the }  
said Edward Stafford } E. Stafford Howard  
Howard in the presence of }  
Chas. E. Howlett.  
Office of Woods.  
1 Whitehall Place.  
London.  
W. Sw.

Signet

Signed by the said George Collier in the presence of } George Collier.  
William Scrymgeour. }  
Foreman.  
Alice Holt Woods.

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

W. J. Green.

Assist: to the Keeper of the Records

17<sup>th</sup> December, 1903.

§

Dated  
22 Decem  
1903.

Forest  
of Dean.

The Queen  
Sun Engin  
and the  
Princess  
Royal  
Colliery  
Gales.

E. Stafford  
Howard. b  
C.B. a born  
of Woods  
and Gales  
of Dean  
Forest

to  
The Princess  
Royal  
Colliery b  
Ltd.

license  
to  
work  
Barriers

Dated 22 December 1903. This Indenture made the second day of December One thousand nine hundred and three Between Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Forest of Dean in the County of Gloucester and Gaveler of the said Forest of the one part and The Princess Royal Colliery Company Limited registered under the Companies Act and hereinafter called "the company" of the other part Whereas the company are the registered owners of the Gales or Collieries in the said Forest called or known as the Rising Sun Engine and the Princess Royal Colliery Gales And whereas by the grant of the Rising Sun Engine Gale dated the eighteenth day of March One thousand Eight hundred and eighty one a Barrier of coal twenty yards in width is directed to be left on all sides of each of the several tracts of coal including the Coleford High Delf Seam thereby licensed to be got And whereas by the grant of the Princess Royal Colliery Gale dated the fifteenth day of June One thousand Eight hundred and forty two a Barrier of coal twenty yards in width is directed to be left (inter alia) against the line of boundary Stones numbered 119 and 120 And whereas the company have applied to the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid for permission to work the coal which may be found in the Rising Sun Engine Gale in that portion of the Barrier in the Coleford High Delf Seam which extends along the line of Boundary Stones Nos. 65 and 66 and to work the coal which may be found in the Princess Royal Colliery Gale in the Barrier in the Yorkley Seam which extends along the line of Boundary Stones Nos. 119 and 120 which permission the said Edward Stafford Howard has agreed to grant And whereas a Notice has been published for three successive weeks in the "Dean Forest Guardian" and the "Dean Forest Mercury" Newspapers circulating in the said Forest of the intention to license the removal of the same in pursuance of the Act 24 and 25 Victoria Chapter 40 and no persons claim to be affected thereby Now this Indenture witnesseth that he the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid in exercise of the powers of the said Act Doth by these

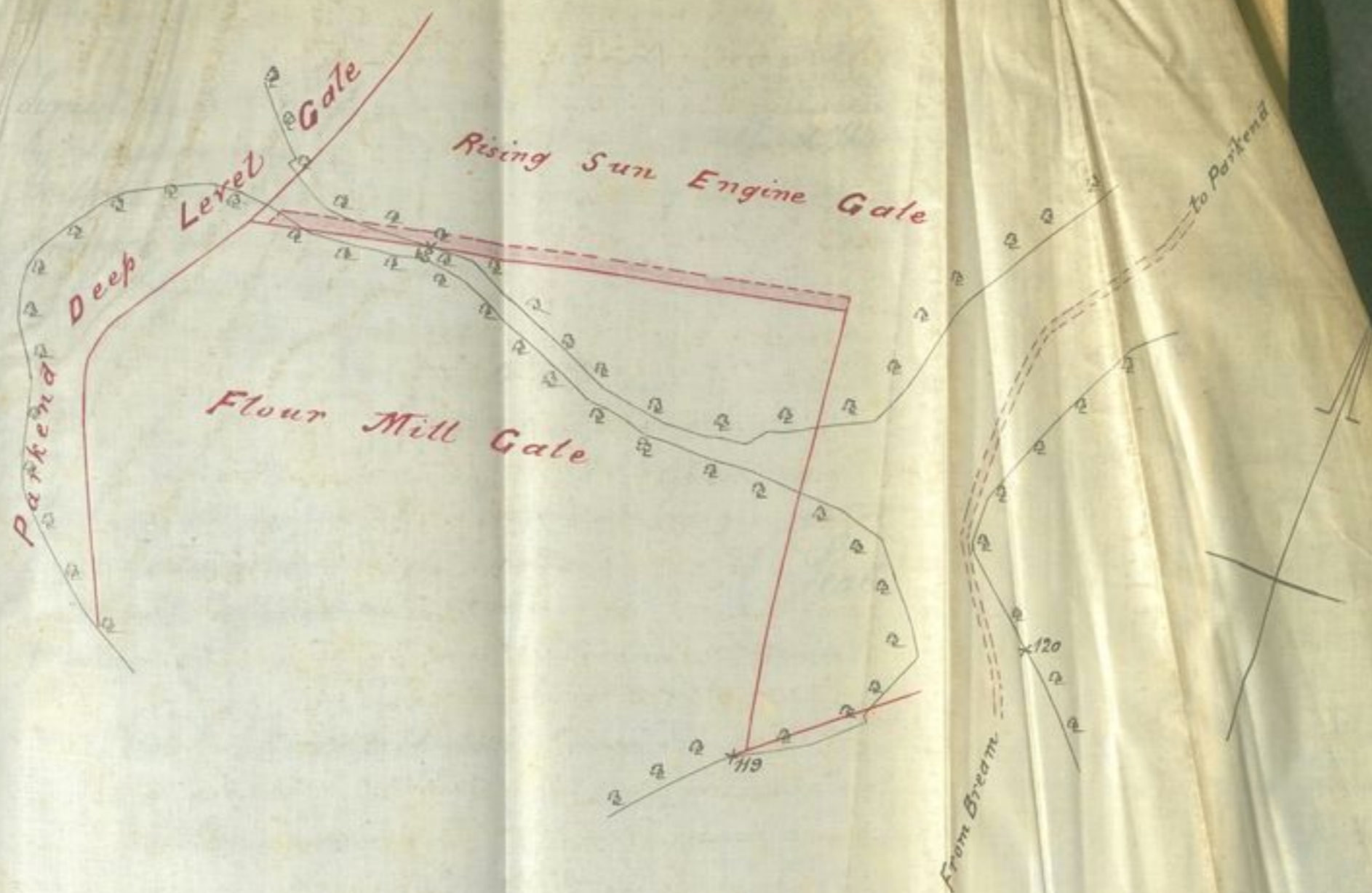
present

presents give and grant to the Company their Successors  
 and assigns his license and authority to remove work  
 and dispose of First the coal which may be found in  
 the Rising Sun Engine Gale in that portion of the Barrier  
 in the Coleford High Delf Seam which extends along  
 the line of Boundary Stones Nos. 65 and 66 which  
 Barrier was directed by the said Grant of the Eighteenth  
 day of March One thousand eight hundred and  
 eighty one to be left and which barrier hereby licensed  
 to be worked is more particularly delineated on the  
 plan hereto annexed and numbered ~~one~~ and shown  
 by pink colour and Secondly the coal which may  
 be found in the Princess Royal Colliery Gale in the  
 Barrier in the Yorkley Seam which extends along  
 the line of boundary Stones Nos. 119 and 120 to within  
 twenty yards of the deep boundary of the Princess  
 Royal Gale as defined by the Deputy Gavelers Award  
 of the twenty seventh day of November One thousand eight  
 hundred and ninety nine which Barrier was directed  
 by the said Grant of the fifteenth day of June One thousand  
 eight hundred and forty two to be left and which last  
 mentioned Barrier hereby licensed to be worked is  
 approximately delineated on the plan hereto annexed  
 and numbered 2 and shown by pink colour subject  
 nevertheless as regards the coal hereby licensed to be  
 worked in the Rising Sun Engine Gale and in the  
 Princess Royal Colliery Gale respectively to the like Royalties  
 payments conditions rules and regulations as the  
 remainder of the coal in the said Gales respectively is  
 or shall for the time being be subject to 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  
 Edward Stafford Howard has hereunto set his hand and  
 seal and the Company have caused their common seal to

be

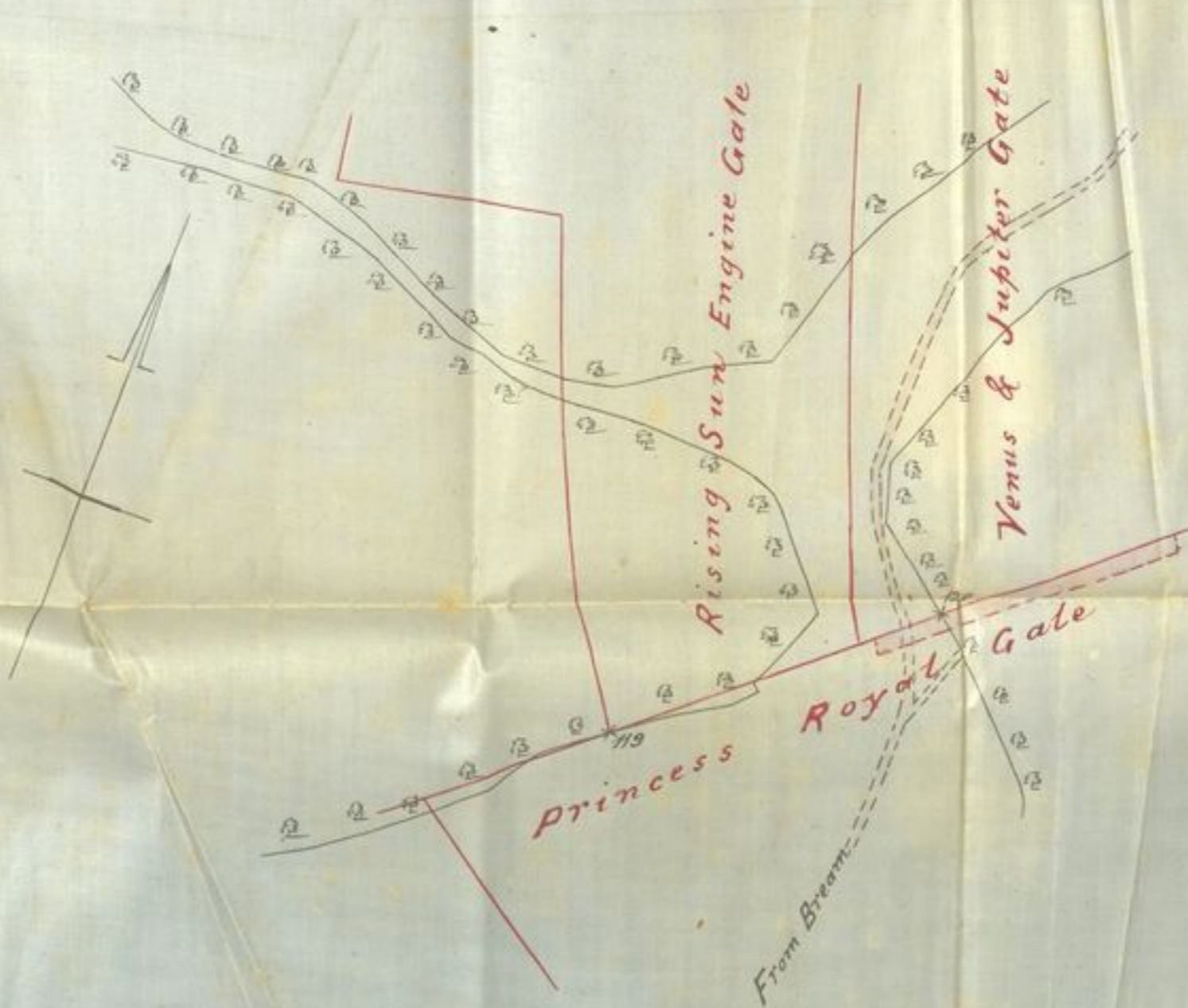


N<sup>o</sup> 1.



Scale 8 Chains to one Inch

N<sup>o</sup> 2.



Scale 8 Chains to one Inch

be hereunto affixed the day and year first above written.

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

E. Stafford Howard. 

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

The Common Seal of the Princess  
Royal Colliery Company Limited  
was hereto affixed in the  
presence of.



Fredk. Winterbotham Director

J. H. Sewings  
Secretary.

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  
Assistant to the Keeper of the Records.

23 December, 1903.

*WJG*

306  
Dated  
30<sup>th</sup> November  
1903.

New Forest.

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

and  
The New Forest  
Rural District  
Council.

lease  
of two pieces of  
land at Fochill  
Moor and Bank  
respectively to be  
used for treating  
the sewage of  
Lyndhurst and  
Grant

of license to lay  
pipes and make  
manholes thro'  
soil of lands vested  
in His Majesty

Commences 10 Oct. 1903  
Term 9 Years  
Terminates 10 Oct. 2002

Rents £5 + £1.00  
for said pieces of  
land and 10/-  
per annum for  
license.

This Indenture made the thirtieth day of  
November 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 New Forest in  
the County of Hants of the second part and The  
Rural District Council of New Forest in the said  
County of Hants (hereinafter called "the Lessees") of  
the third part Witnesseth that in consideration  
of the rent and covenants hereinafter reserved  
and contained In the said Edward Stafford Howard  
as such Commissioner as aforesaid in exercise of  
the powers of the Crown Lands Act 1829 to 1894 and  
of the New Forest (Sale of Land for Public Purposes) Act  
1902 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 thirtieth day of October  
One thousand nine hundred and three Doth on  
behalf of His Majesty demise and lease unto the  
Lessees First All that piece of land containing four  
acres two roods and seven perches or thereabouts  
situate at Fochill Moor in the Parish of Lyndhurst in  
the New Forest aforesaid And secondly all that  
piece of land containing three roods twenty two  
perches or thereabouts situate at Bank within the  
New Forest and adjacent or near to the said Parish  
of Lyndhurst which said premises are delineated and  
coloured red and are shown on the plan annexed  
to these presents Together with power to construct  
maintain and use thereon works for the treatment  
and disposal of sewage from the Villages of Lyndhurst  
and Emery Down and Bank including the necessary  
outfalls for the discharge of the effluent as to the  
piece of land first hereinbefore described into the  
stream or cutting shown by green colour on the  
said plan and as to the piece of land secondly

herein before



306

ESJH/EBN

Date  
30<sup>th</sup> Nov  
1903

New For

E. Stafford  
Howard  
a Comm  
of Woods  
and  
The New  
Rural  
Council

Leas  
of two pe  
land at  
Moor and  
respective  
used for  
the sewer

Lyndhurst and  
Grant  
of license to lay  
pipes and make  
manholes thro'  
soil of lands vested  
in His Majesty  
Commences 10 Oct. 1903  
Term of Years 99  
Terminates 10 Oct. 2002  
Rents £5 + £1.00  
for said pieces of  
land and 10/-  
per annum for  
license.

P. 325

11th May, 1903.

Sir,

New Forest - Lyndhurst Drainage.

The Deputy Surveyor of New Forest has forwarded to this Office your letter to him of the 2nd instant.

With reference thereto, I am directed by the Assistant Commissioner to say he consents to the carrying out of the works as shown on the drawing dated 30th April 1903, which accompanied your letter, such works to be carried out to the Deputy Surveyor's satisfaction and to be subject to the terms and conditions, so far as applicable, of the Lease and License to your Council dated 30th November 1903. No extra rent will be charged.

I am to request that you will be good enough to state whether your Council agree to the terms and conditions above mentioned.

I am, Sir,

B. Salter Esq.,  
Sanitary Inspector,  
New Forest Rural District  
Council,  
Goldwitheg,  
Queens Road, Lyndhurst.

Your obedient Servant,

"B.R. DAVIES"

Goldwitheg,  
Queens Road, Lyndhurst.

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acres two roads and seven perches  
situate at Foxhill Moor in the Parish of Lyndhurst in  
the New Forest aforesaid And secondly all that  
piece of land containing Three rods twenty two  
perches or thereabouts situate at Bank within the  
New Forest and adjacent or near to the said Parish  
of Lyndhurst which said premises are delineated and  
coloured red and are shown on the plan annexed  
to these presents Together with power to construct  
and use thereon works for the treatment  
and disposal of sewage from the Villages of Lyndhurst  
and Emery Down and Bank including the necessary  
outfalls for the discharge of the effluent as to the  
piece of land first herewith before described into the  
stream or cutting shown by green colour on the  
said plan and as to the piece of land secondly  
herewith before



Surveyed in 1867-69. Revised  
1891/1902  
County Boundary  
Parish Boundary  
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N E W F O R E S T

CHARACTERISTICS AND SYMBOLS.

- Authority, Site of
- Stream, showing direction of flow of water.
- Engineering Station
- For other information see Characteristic Sheet.

Price 1s.



Heliocyclographed from 1880 Plans and Published at the Ordnance Survey Office, Southampton. N.B. The representation on this map of a Road, Track, or Footpath, is no evidence of the existence of a right of way.  
 The Altitudes are given in feet above the assumed Mean Level of the Sea at Lyndhurst, which is 100 feet below the general Mean Level of the Sea.  
 Altitudes indicated thus 100 ft. or 1000 ft. are Bench Marks or Buildings with Arches marked as followed by the height in surface level.  
 All rights of reproduction reserved.

hereinbefore described into the cutting or ditch also shown  
 by green colour on the said plan And doth also grant  
 unto the lessees but subject to the rights if any of all other  
 persons or bodies Full license and authority First to form  
 construct and maintain lines of pipes or sewers with all  
 necessary manholes for the purpose of conveying sewage from  
 the Villages aforesaid to the sewage works on the said  
 piece of land hereinbefore demised in the situations and  
 directions shown by red lines on the said plan hereto  
 annexed so far as such pipes or sewers will pass through  
 lands or roads the soil of which is vested in His Majesty  
 which lands include both soil of the New Forest and also  
 freehold land of His Majesty situate at bustards such  
 freehold land being shown by a yellow verge line on the said  
 plan And secondly to construct and thereafter to  
 maintain and use for the purpose aforesaid a tunnel sewer  
 in the situation and direction shown by the blue line on  
 the said plan with a manhole therein To hold the said  
 premises unto the lessees from the tenth day of October One  
 thousand nine hundred and three for the term of Ninety  
 nine years Saying therefor unto the Kings Majesty  
 His Heirs and Successors during the said term for the piece  
 of land hereby demised and first hereinbefore described the  
 clear yearly rent of Five pounds and for the piece of  
 land hereby demised and secondly hereinbefore described  
 the clear yearly rent of One pound and for the  
 license hereby granted during the said term the clear yearly  
 rent of Ten shillings such rents to be paid by equal half  
 yearly payments on the fifth day of April and the tenth  
 day of October in every year up to and including the  
 fifth day of April Two thousand and Two the first half  
 yearly payment thereof to be made on the fifth day of  
 April One thousand nine hundred and four and the  
 payment of the rent for the last half year of the  
 said term to be made in advance on the <sup>said</sup> fifth day  
 of April Two thousand and Two the said respective  
 rents to be paid into the hands of His Majesty's  
 Receiver for the time being of the rents and profits of the

said in

208  
said premises free from all deductions whatsoever (except in respect of landlords Property Tax) And the lessees hereby covenant for themselves their successors and assigns 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 all taxes rates assessments and outgoings whatsoever (except landlords Property Tax) now or at any time hereafter during the said term payable in respect of the lands and premises hereby demised and the license hereby granted.
3. Before commencing any works upon the said pieces of land hereby demised to fence in each of such pieces of land from the adjoining brown land with a good and substantial fence of a character and design to be previously approved of by the lessor (the term "lessor" being hereinafter defined in clause 16 hereof) such fences to be erected to the satisfaction in all things of the lessor and to be thereafter maintained by the lessees at all times during the said term in good and substantial repair order and condition to the like satisfaction.
4. To pay to the brown Tenant of the Freehold land at bustards shown by the yellow verge line on the said plan all compensation to which he may be entitled for or in respect of the disturbance of his holding and the construction of the proposed works therein and the license hereby granted so far as it shall authorize the construction of the said works therein shall be subject in all respects to the legal rights of the brown tenant of such land.
5. To treat the sewage conveyed to the two pieces of land hereinbefore demised on such pieces of land at all times in such a manner that it shall be discharged therefrom into the adjoining land of the

New Forest in such a condition as to be harmless to cattle or vegetation and inoffensive to human beings.

6. To deepen and clean out efficiently to the satisfaction of the lessor the bed of the stream or cutting shown by green colour on the said plan and extending from the piece of land at Park secondly hereinbefore described and also the ditch shown by green colour on the said plan and extending from the said piece of land at Fox Hill Moor first hereinbefore described and at all times hereafter to keep both the said cutting and ditch cleared out and to prevent either of them becoming silted up all such work to be carried out and performed to the satisfaction in all things of the lessor

7. To execute and carry out and thereafter to maintain the said works and exercise the license and powers hereby granted at all times in such a manner that the said works or the user thereof shall not be or become a nuisance annoyance or danger to the lessor his grantees or tenants or to any brown property in the vicinity thereof.

8. To forthwith make good any damage that may be caused by the said works to any land belonging to His Majesty adjacent or near to the lands hereby demised or the said works or any part thereof and at all times to maintain the said works in good and sufficient working order and to make good all damage occasioned by or incidental to the construction and maintenance or use of the said works and make fair and reasonable compensation to the lessor and to the grantees and tenants of such adjacent land in respect of any injury or damage the lessor or his grantees or tenants may sustain by or in consequence of any default or neglect of the lessees in such construction maintenance or user as aforesaid

9. Not at any time to alter or change the system of drainage now proposed to be adopted or alter any of the said works except in accordance with designs previously submitted and agreed to in writing by the lessor

10. To give to the lessor or to the Deputy Surveyor for the time being of the New Forest previously to breaking up or opening any roads or lands the soil of which is vested



in His Majesty when such opening is for the first construction of works seven days notice and when such opening is for any subsequent maintenance repair or replacement thereof one day's notice

11. On the determination of the term or license hereby granted or in the event of the said works at any time being abandoned or becoming disused if required in writing by the lessor so to do to remove forthwith all works from the lands hereby demised and level and restore the surface of such lands and to take up and remove the said lines of pipes so far as they shall pass through lands the soil of which is vested in His Majesty His Heirs or Successors and all manholes and other works connected therewith and level and restore the surface of the said lands hereby demised and of the lands through which the said lines of pipes shall be laid as aforesaid to the full and complete satisfaction in all things of the lessor.
12. Not to assign the lands hereby demised or any part thereof or the license hereby granted without the previous license and consent in writing of the lessor.
13. To cause all assignments which shall with such license as aforesaid be made of these presents or of the premises hereby demised and granted or any part thereof and all Orders of Court Probates of Wills and letters of Administration or other Instruments affecting the devolution of this lease or the term or license hereby granted to be within six months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that Minutes or docketts thereof respectively may be entered and on demand to pay the usual fees therefor
14. Provided always and these presents are upon this express condition that in the event of the said works or any part thereof being or becoming a nuisance to the lessor or his grantees or tenants and of the lessees not abating such nuisance to the satisfaction of the lessor within

within seven days after notice to them so to do then from the expiration of such notice the Lessees shall pay to the Lessor on demand the sum of Ten pounds for every day during which such nuisance shall in the opinion of the Lessor not be satisfactorily abated such sum or sums to be paid and to be recoverable as liquidated damages.

15. Provided also that if the said rents hereby reserved or any part thereof shall be unpaid for thirty days next after either of the days of payment or which the same ought to be paid or if the Lessees shall not in all things observe perform and keep all and singular the covenants conditions and provisions herein contained and on their part to be observed performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may reenter upon and obtain possession of the premises hereby demised and may determine the license and authority hereby granted as fully and effectually in all respects as if these presents had not been made.


16. 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 Lessees 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.

17. 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.

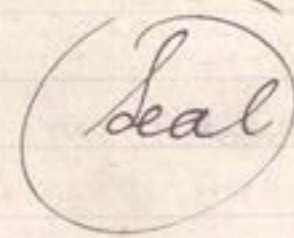
In witness whereof the said Edward Stafford Howard

has

has hereunto set his hand and seal and the lessees  
have caused their common seal to be hereunto affixed  
the day and year first above written

Signed sealed and delivered }  
by the above named Edward } E Stafford Howard   
Stafford Howard in the presence }  
of }  
Chas C Howlett  
Office of Woods,  
1 Whitehall Place,  
London, S.W.

The common seal of the Rural }  
District Council of New Forest }  
was hereto affixed by Order }  
of the said Council in the }  
presence of }  
Septimus Curtis  
Chairman



William Coxwell,  
Clerk.

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.

24 Decem: 1903.

Assist. to the Keeper of the Records.

1903

F.1238.

Sir,

Office of Woods, &c.  
1 Whitehall Place, S.W.  
13<sup>th</sup> April 1904.New Forest, File 4173<sup>10</sup>

Easements. Approach at Godshill.

The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to make an approach to your property at Godshill. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission during the pleasure of this Department to make an approach for carts and carriages in the position shown by red colour on the enclosed tracing upon the terms and conditions following viz:-

1. An acknowledgment of 5/- per annum is to be paid to the Deputy Surveyor in advance on the 5<sup>th</sup> April in each future year during the continuance of this permission, the first payment in respect of the year to 5<sup>th</sup> April 1905 to be made on the acceptance of this offer.

2. In the event of this permission being determined the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.

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

I am, &c.  
(S<sup>d</sup>) Morton Evans.

Res. Baron Bernard.

F.1238.

New Forest.

File 4173<sup>10</sup>

Sir,

I beg to accept the offer contained in your letter of permission to make and maintain during the pleasure of your Department an approach road as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions thereon specified.

I am, &amp;c.

(S<sup>d</sup>) Edward Russell Bernard.15<sup>th</sup> April, 1904

E. Stafford Howard, Esq. C.B.



F.1238.

Lit.

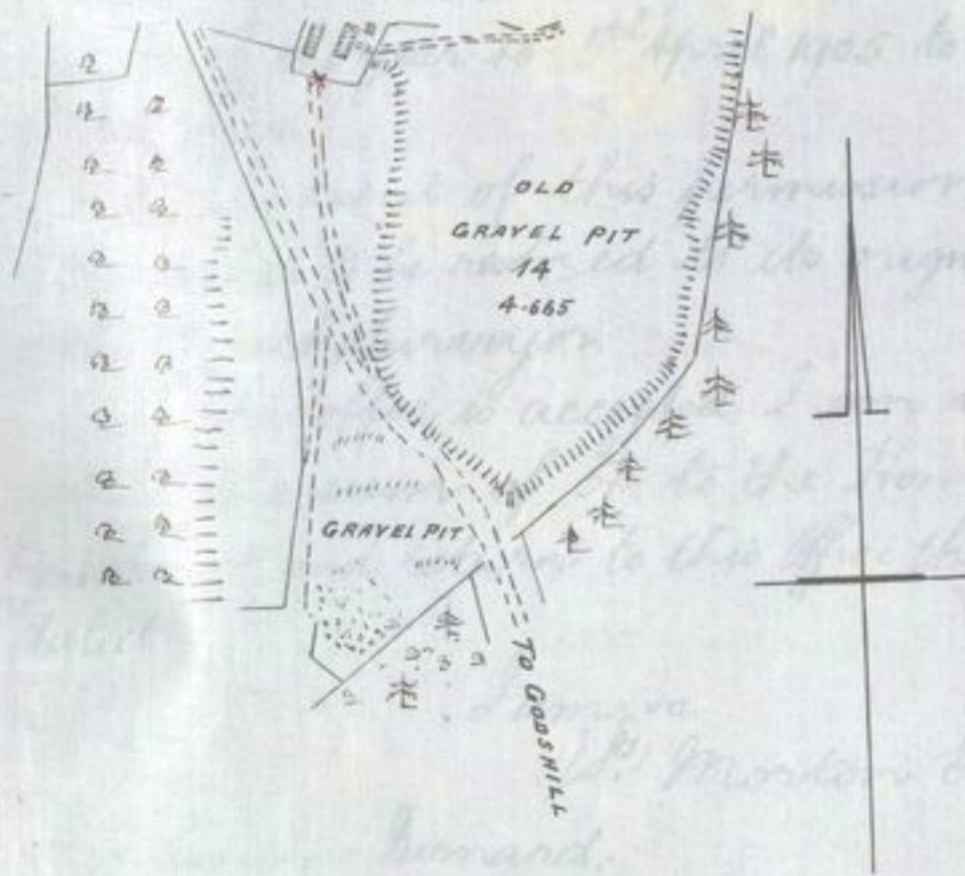
Office of Woods, &c.  
1 Whitehall Place, S.W.  
13<sup>th</sup> April 1904.

New Forest, File 4173<sup>10</sup>

Easements. Approach at Godshell.

The Deputy Surveyor of the New Forest has forwarded to this  
Canon Bernard.

Sheet LIV.16.  
Hampshire.



for permission to make an approach to your  
permission during the pleasure  
for carts and carriages  
enclosed tracing upon the  
is to be paid to the  
April in each future year  
the first payment in  
made on the acceptance

determined the surface  
condition to the satisfaction  
request that you will  
The Kings House  
letter signed and

Department an approach road as shown on the plan that  
accompanied your letter and I agree to pay the acknowledgment  
and to observe the conditions thereon specified.

I am &c,  
(Sd.) Edward Russell Bernard.  
15<sup>th</sup> April, 1904

C. Stafford Howard, Esq. C.B.

*[Handwritten initials]*

314

*copy* *Sched 03-04*

To all to whom these presents shall come EDWARD STAFFORD HOWARD Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Monmouth on behalf of the King's Most Excellent Majesty SENDETH GREETING WHEREAS the *messuage* lands and hereditaments hereinafter more particularly described and intended to be hereby conveyed are held of His Majesty in right of His Crown by *Ernest Frederick Barrick Prudentius, Schoolmaster of Longcroft, Banstead, Surrey,* at the ~~£~~ rent of £ 0-15-0<sup>d</sup> per annum AND WHEREAS the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with the said *E. F. Barrick* \_\_\_\_\_ for the sale to him of the said premises for the sum of £ 50 NOW KNOW YE that in consideration of the sum of £ 50 by the said *E. F. Barrick* \_\_\_\_\_ paid to the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid before the execution of these presents (the receipt whereof the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the said EDWARD STAFFORD HOWARD on behalf of His Majesty and under the powers of the Crown Lands Acts 1829 to 1894 doth by these presents grant and convey unto the said *E. F. Barrick* \_\_\_\_\_ and his heirs All <sup>those</sup> ~~that~~ pieces or parcels of

*and hereafter*

*Intolled 11-12-03*

land \_\_\_\_\_ containing <sup>together a r w</sup> 1.3.0 or  
thereabouts situate <sup>in the parish of</sup> ~~in the parish of~~ <sup>Llanago</sup> in the County of Monmouth

together with the <sup>rains</sup> ~~messuage~~ <sup>erected</sup> thereon which said land and premises are delineated and coloured red on the plan to these presents save and except out of this Grant all mines minerals stone and other substrata whether of a metallic or of any other nature within under or upon the said land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO save and except full power from time to time and at all times hereafter to search for work dress use raise carry away and enjoy any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made <sup>Rider</sup> AND ALSO save and except out of this Grant (but subject to the provisions of the Ground Game Act 1880) all Game Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His Heirs Successors and Assigns and all persons authorised by him or them at all times to preserve the same and of hunting shooting fishing coursing and sporting over and on the said land and premises TO HOLD the said premises unto and to the use of the said *E. F. P. Garrick*

E. F. P.  
1880  
Keeper of the Records



TINTERN ESTATE

his heirs and assigns for ever and to the intent that the said rent of £ 0-15-0 shall cease and be extinguished and that the said E. J. P. Carrick, his heirs and assigns may be

absolutely freed and for ever discharged from the same AND the said

Edward Carrick shall be deemed to be fully and sufficiently insured by the duplicate

deposited in the Office of Land Revenue Records and Inrolments and the

King or making an entry of such writ by the Keeper of the said

Records and Inrolments IN WITNESS whereof the said EDWARD

EDWARD HOWARD has hereunto set his hand and seal this tenth

December 1898.

persons working the said

and the surface of the said land

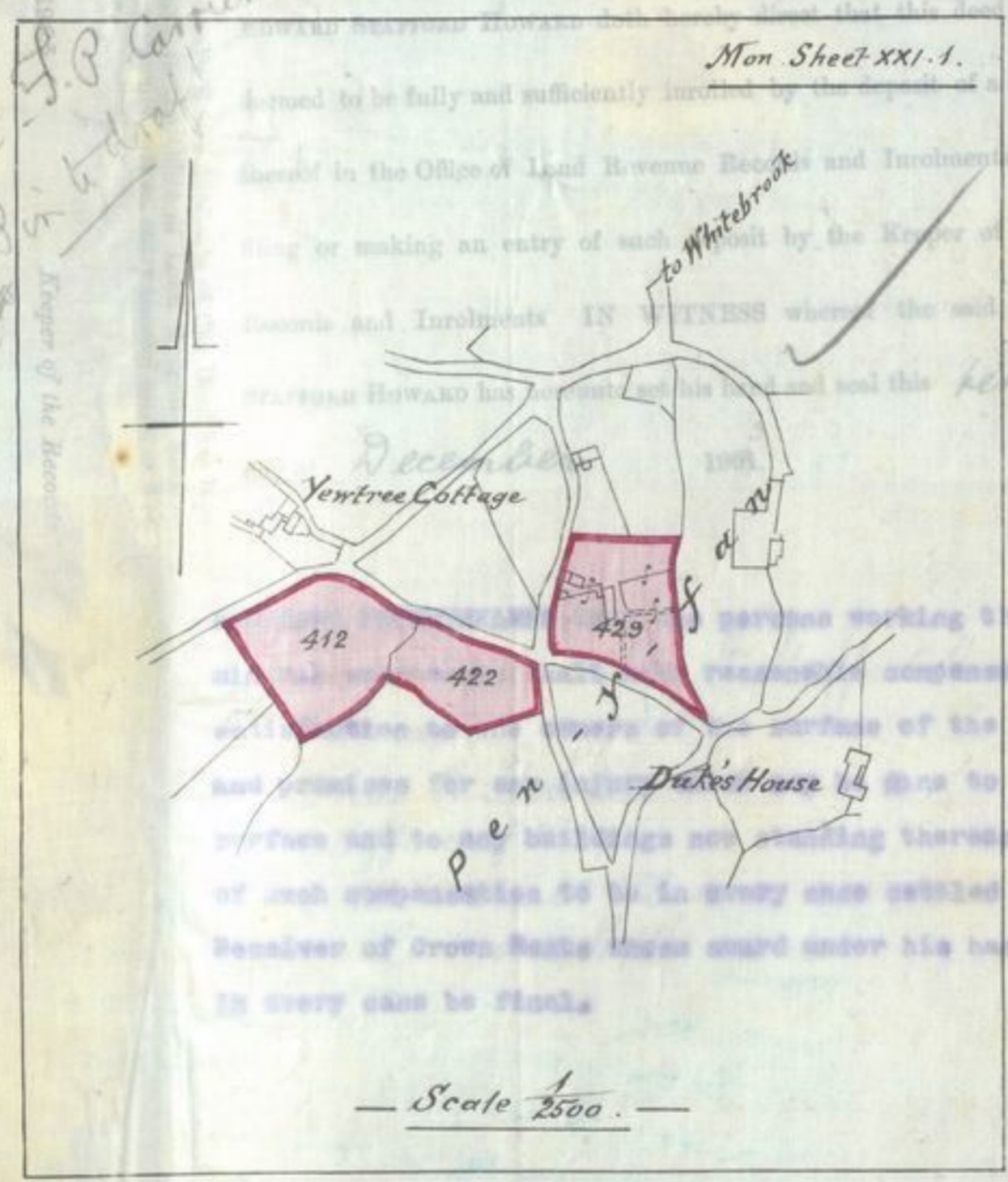
and to be paid to the Receiver of Crown Rents the amount

of such compensation to be in every case settled by the

Receiver of Crown Rents whose award under his hand shall

in every case be final.

Mon. Sheet XXI. 1.



and thereafter

his heirs and assigns for ever and to the intent that the said rent of  
 £ 0-15-0 shall cease and be extinguished and that the  
 said *E. J. P. Carrick, his heirs and assigns* may be  
 absolutely freed and for ever discharged from the same AND the said  
 EDWARD STAFFORD HOWARD doth hereby direct that this deed 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 EDWARD  
 STAFFORD HOWARD has hereunto set his hand and seal this *tenth*  
 day of *December* 190<sup>3</sup>

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 it


**PROVIDED NEVERTHELESS that the persons working the said mineral substances shall make reasonable compensation and satisfaction to the owners of the surface of the said land and premises for any injury which may be done to such surface and to any buildings now standing thereon the amount of such compensation to be in every case settled by the Receiver of Crown Rents whose award under his hand shall in every case be final.**

*and thereafter*

his heirs and assigns for ever and to the intent that the said rent of  
 £ 0-15-0 shall cease and be extinguished and that the  
 said *E. J. P. Carrick, his heirs and assigns* may be  
 absolutely freed and for ever discharged from the same AND the said  
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 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 EDWARD  
 STAFFORD HOWARD has hereunto set his hand and seal this *tenth*  
 day of *December* 190<sup>3</sup>.

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

Witness to the Execution by the  
 said EDWARD STAFFORD  
 HOWARD

*E. Stafford Howard* 

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

*and thereafter*

*Copy*

**TINTERN ESTATE.**

**Agreement** made the *tenth* day of

*December* 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  
*messrs Lloyd + Gorath, Limited, Newport,*  
*by Richard Searle Junior, Director*  
(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 garden ground*  
*with the building thereon being O.S. No. 105*  
*on sheet XV-13, situate in the parish of Landogo and*  
*containing 1 <sup>7</sup>/<sub>19</sub> or thereabouts*  
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 *29<sup>th</sup>*  
day of *September 1903* as tenant from year to year (determinable  
*at a rent of 15/- for the half year to 25<sup>th</sup> March 1904 and thereafter*  
as hereinafter mentioned) at the yearly rent of *One pound*  
*ten shillings* 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 12-12-03*

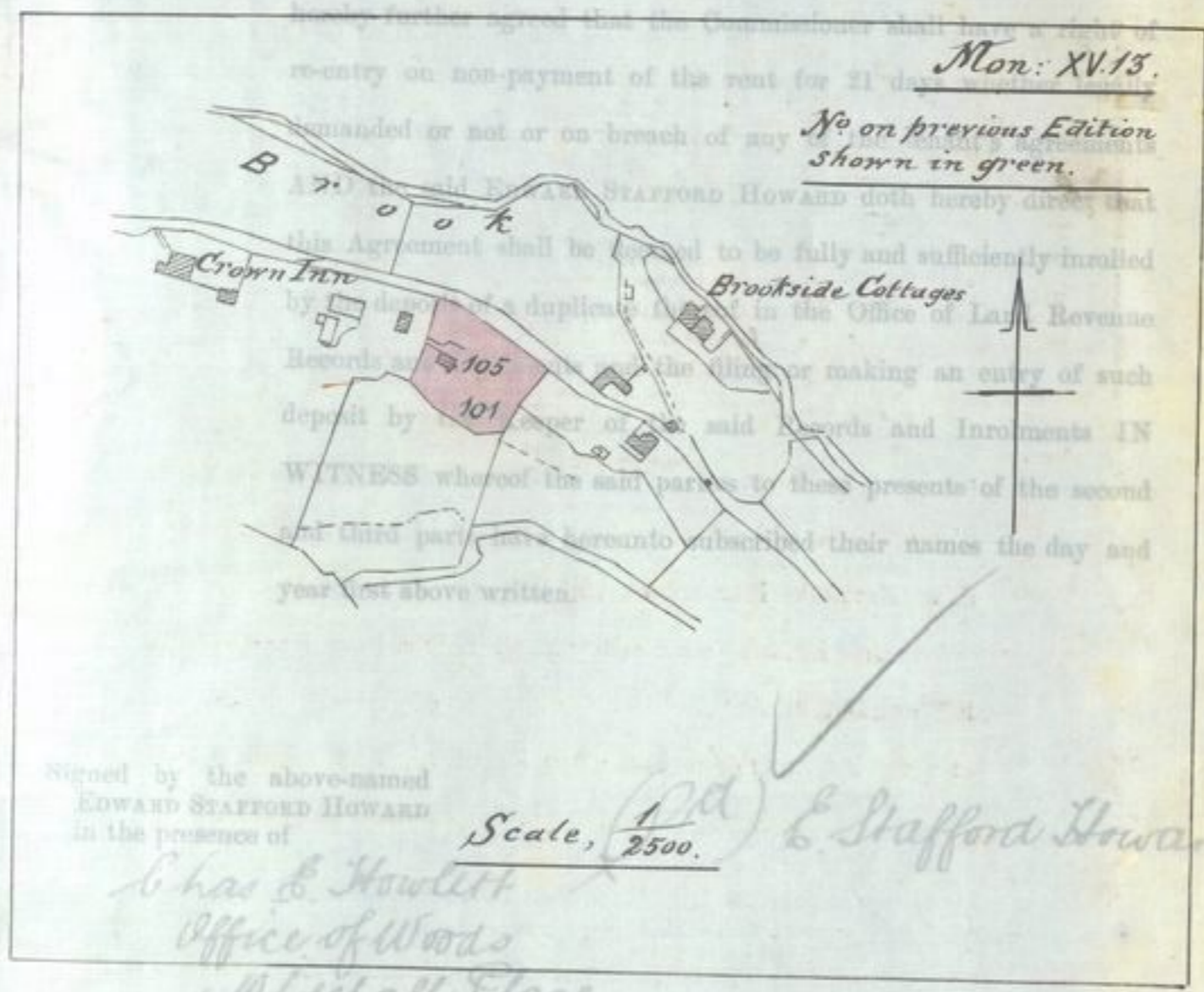
payments on the 25<sup>th</sup> day of March the 29<sup>th</sup> day of September in every year the first half yearly payment to be due on the 25<sup>th</sup> day of March

1904 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 ten 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

Signe  
in  
[Signature]

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 *them* upon the said premises or sent to *them* 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



*Mon: XV.13.*

*No on previous Edition shown in green.*

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

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

*E. Stafford Howard*

*Chas E. Howlett*  
*Office of Woods*  
*Whitehall Place*  
*London*

Signed by the above-named  
*Richard Searle*  
in the presence of

*Richard Searle (f<sup>r</sup>)*

*J. Lewis*  
*Clerk*  
*Adams, bacilem*

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 *them* upon the said premises or sent to *them* 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

*Chas. E. Howlett*  
*Office of Woods*  
*1 Whitehall Place*  
*London*

*(sd) E. Stafford Howard*

Signed by the above-named

*Richard Searle*  
in the presence of

*Richard Searle (f<sup>r</sup>)*

*J. Lewis*  
*Occupation Clerk*  
*Address Caecilia*

314

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 - 260-13-2



Dated

190 .

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

vs.,

AND

\_\_\_\_\_

AGREEMENT for letting