Dated — 5th January 1904

Dean Forest

E Stafford Howard Esq. C.B. a Commissioner of His Majesty's Woods &c — to — S. Bernard Standen Esq

Lease of premises known as St Briavels Castle in the Parish of St Briavels.

Commencing 5th July 1903
Term of Years 21
Expires 5th July 1924

Rent as within mentioned

This lease has been assigned to Hon. Mrs. R. Campbell. For particulars see Woods Docquet Book 1 Page 18.

see supplemental Lease W.L.B 31 p 76

This Indenture made the fifth day of January one thousand nine hundred and four Between The King's most Excellent Majesty of the first part Edward Stafford Howard Esq: C.B. the Commissioner of Woods in charge of the hereditaments hereinafter demised of the second part and Samuel Bernard Standen of St Briavels in the County of Gloucester Gentleman hereinafter called "the Lessee" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained He the said Edward Stafford Howard as such Commissioner as aforesaid in excercise of the powers of the Crown Lands Acts 1829 to 1894 and with the authority of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty eighth day of December one thousand nine hundred and three Doth on behalf of His Majesty demise and lease unto the Lessee All that piece of land containing one acre, 2 roods and thirty four perches or thereabouts situate in the Parish of St Briavels in the County of Gloucester Together with the messuage cottages and buildings erected thereon and known as St Briavels Castle which said piece of land and premises are hereinafter referred to as "the said land" and are delineated and coloured red on the plan in the margin hereof Together with all ways lights easements and appurtenances to the said demised premises belonging Reserving unto His Majesty His Heirs and Successors all timber and other trees upon and all substrata under the said demised premises And reserving also unto His Majesty His Heirs and Successors and the Lessees and occupiers for the time being of any other buildings or land belonging to His Majesty the free passage of water and soil from such other buildings or land through the channels sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the Lessee from the fifth day of July one thousand nine

hundred

~~Original Rent reserved herein~~		~~11. 10. 0.~~	
Add'l Rent from	5 Jan 1905	88. 0. 0.	See memo. of 17.1.05 File F.87?
Do	Do	9. 14. 0	" W.L.B. 24. p. 296
Do	Do	75. 15. 0	" " 25. p. 350
		184. 17. 0	

363

hundred and three for the term of Twenty one years Paying therefor unto the King's Majesty His Heirs and Successors during the said term the clear yearly rent of Eleven Pounds ten shillings by equal quarterly payments on the tenth day of October the fifth day of January the fifth day of April and the fifth day of July in every year up to and including the fifth day of April one thousand

the first quarterly payment
tenth day of October one
hree and the payment of
ear of the said term to be
day of April one thousand
And also paying in
rent of Eighty eight
t to commence from the
on of the repairs which
shall execute and
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writing of the Deputy
hall be conclusive evidence
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the rent hereinbefore
y as may in pursuance
be paid by the Lessor
ildings on the said land
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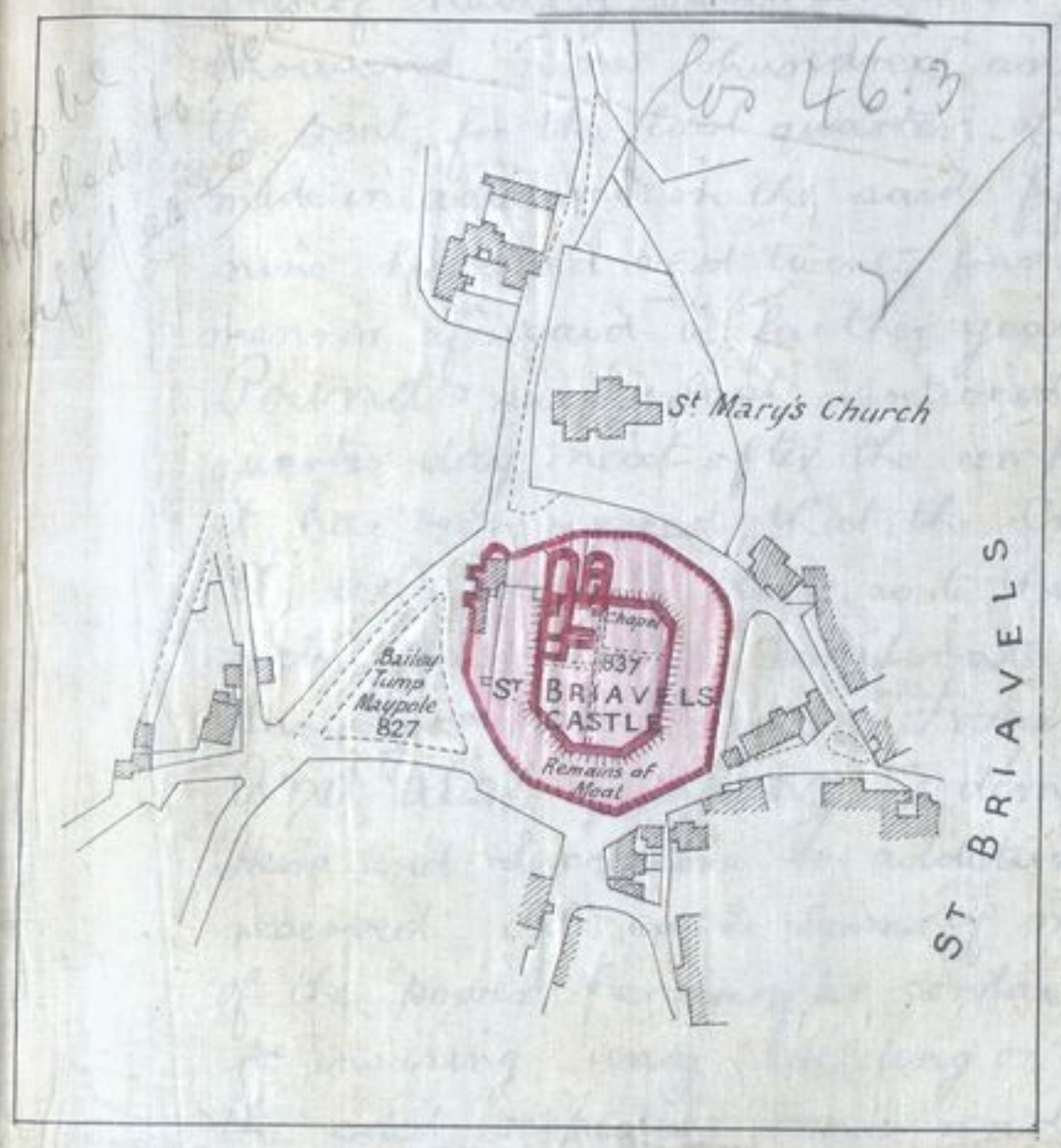
for the time being of



the rents and profits of the said premises free from all deductions whatsoever except in respect of 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 His Majesty His Heirs and Successors the said several rents and sums reserved as the same shall become payable on the days and in manner aforesaid.
2. To pay the land tax sewer rate rent charge in lieu of tithes and all other taxes rates assessments and

outgoings

~~Original Rent reserved herein~~	~~11 10 0.~~		
Addtl Rent from 5 Jan 1905	88. 0. 0.	see memo of 17.1.05 file F.87.	
Do Do Do	9 14. 0	" W.L.B. 24 p. 296	
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hundred and three for the term of Twenty one years Paying therefor unto the King's Majesty His Heirs and Successors during the said term the clear yearly rent of Eleven Pounds ten shillings by equal quarterly payments on the tenth day of October the fifth day of January the fifth day of April and the fifth day of July in every year up to and including the fifth day of April one thousand nine hundred and twenty four the first quarterly payment thereof 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 said term to be made in advance on the said fifth day of April one thousand nine hundred and twenty four And also paying in manner aforesaid a further yearly rent of Eighty eight Pounds such last mentioned rent to commence from the quarter day next after the completion of the repairs which it has been agreed that the Crown shall execute And it is agreed that as to the date of the completion of such repairs the Certificate in writing of the Deputy Surveyor of the Dean Forest shall be conclusive evidence And also paying on demand unto His Majesty His Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the Lessor for insuring any building or buildings on the said land the said respective rents and sums to be paid into the hands of His Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions whatsoever except in respect of 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 His Majesty His Heirs and Successors the said several rents and sums reserved as the same shall become payable on the days and in manner aforesaid.
2. To pay the land tax sewer rate rent charge in lieu of tithes and all other taxes rates assessments and

outgoings

outgoings whatsoever (except Landlord's property tax) now or at any time hereafter during the term payable in respect of the demised premises.

3 During the said term hereby granted as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings except the main walls and timbers for the time being on the said land and all appurtenances thereto belonging the same being first put into good and substantial repair by the Lessor and at the end or sooner determination of the said term to surrender and yield up to the Lessor the said premises together with all additions and improvements made thereto and all marble and other chimney pieces windows window shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all waterclosets baths sinks and things belonging thereto respectively cisterns gas water and other pipes pumps wainscots partitions shelves dressers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair.

4 To keep and preserve the said land clean and in good heart and condition and also to preserve all the ~~trees~~ trees and shrubs for the time being standing or growing on the said premises from injury except such as the Deputy Surveyor of Dean Forest for the time being may cut or authorise in writing to be cut.

5 At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the Public Fire Insurance Offices in London or Westminster approved of by the Lessor in the joint names of the Kings Majesty His Heirs and Successors and of the Lessee in a sum equal to three-fourths at least of the full value thereof respectively And whenever required so to do to show to the Lessor or to His Majesty's said Receiver the policy or policies of such insurance and the receipt or receipts for the premium or premiums

of

insurance which shall have become payable for the current year And that in case such insurance or insurances shall not be effected or kept on foot or if the said policy or policies and receipt or receipts shall not be produced as aforesaid then the Lessor may insure the said buildings or any of them in the amounts hereinbefore mentioned or any less amount in such name or names as he may deem proper and may recover all monies paid for such purpose as rent under the reservation hereinbefore contained And that all monies payable under any insurance or insurances shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the Lessor or his Architect or Surveyor according to such plan as the Lessor may by writing approve of And that in case the monies so received shall not be sufficient for that purpose the Lessee will make good the amount of every such deficiency.

6. To paint three times over with good and proper oil colours in a workmanlike manner and to the satisfaction of the Lessor or his Architect or Surveyor all the outside parts usually painted of all buildings for the time being on the said land in every third year of the said term and the inside parts usually painted of such buildings in every sixth and in the last year of the said term.

7 To permit the Steward of the Manor or Lordship of St Brawels or his Deputy to hold his customary Manor Courts within the Court Room or other convenient Room within the said Castle and to permit the Lessor and his agents or servants at all reasonable times to enter into the said premises and to take a plan and examine the condition thereof. and also at any time or times during the said term in like manner to enter into the said premises and take a Schedule of the Lessor's fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be found the Lessee will upon notice thereof in writing being given to or left on the demised premises for him substantially and properly repair paint and amend the same accordingly within three calendar months next after any such notice shall be given or left as aforesaid And in case the Lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter into the demised

premises

premises and to perform and complete the said repairs and painting and the Lessee will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of nonpayment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

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

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

10 Not to erect during the said term any additional building upon the said land other than such as shall have been previously approved of in writing by the Lessor or his architect or surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said land nor alter or change any of the architectural decorations of such buildings or the fence or railings (if any) in front thereof nor make any addition thereto either in height or projection without the previous consent in writing of the Lessor, ~~such consent not to be unreasonably withheld~~.

11. Not to assign the said premises or any part thereof or part with the possession of this lease without the consent in writing of the Lessor such consent not to be unreasonably withheld.

12 At his own charges to cause all assignments which shall be made of these presents or of the premises hereby

demised

demised or any part thereof and all Orders of Court Probates of Wills and Letters of Administration and other Instruments affecting the devolution of this Lease or the term hereby granted within six months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in order that Minutes or Dockets thereof respectively may be entered and on demand to pay the usual fees therefor.

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

14. Provided lastly and it is hereby declared and agreed that the term "Lessor" herein means the King's Majesty His Heirs Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the 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 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 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 set their hands and seals the day and year first above written.

Signed

Signed Sealed and delivered by the above-named Edward Stafford Howard in the presence of } E. Stafford Howard (LS)

Chas E Howlett
Office of Woods &c
1 Whitehall Place
S.W.

Signed Sealed and delivered by the above named Samuel Bernard Standen in the presence of } S. Bernard Standen (LS)

Chas E Howlett
Office of Woods &c
1 Whitehall Place
S.W.

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.
6th January 1904

W J Green
Assistant to the Keeper of the Records.

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① top of page 363
② bottom of page 362
as altered in pencil.

Copy Sches 03-04 No 15

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~~

~~of~~

~~at the Cot rent of £ per annum~~ AND WHEREAS the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with the said John Cox for the sale to him of the ~~said premises~~ hereditaments hereinafter described for the sum of £ 20. 0. 0

NOW KNOW YE that in consideration of the sum of £ 20. 0. 0 by the said John Cox 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 John Cox and his heirs All that one piece or parcel of

Signed Sealed and delivered by the above-named Howard

Signed delivere Samuel in the p

land and premises containing a r p 0·3·16 or thereabouts situate at the Nash in the County of Monmouth ~~together with the messuage erected 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, Rider 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 John Cox

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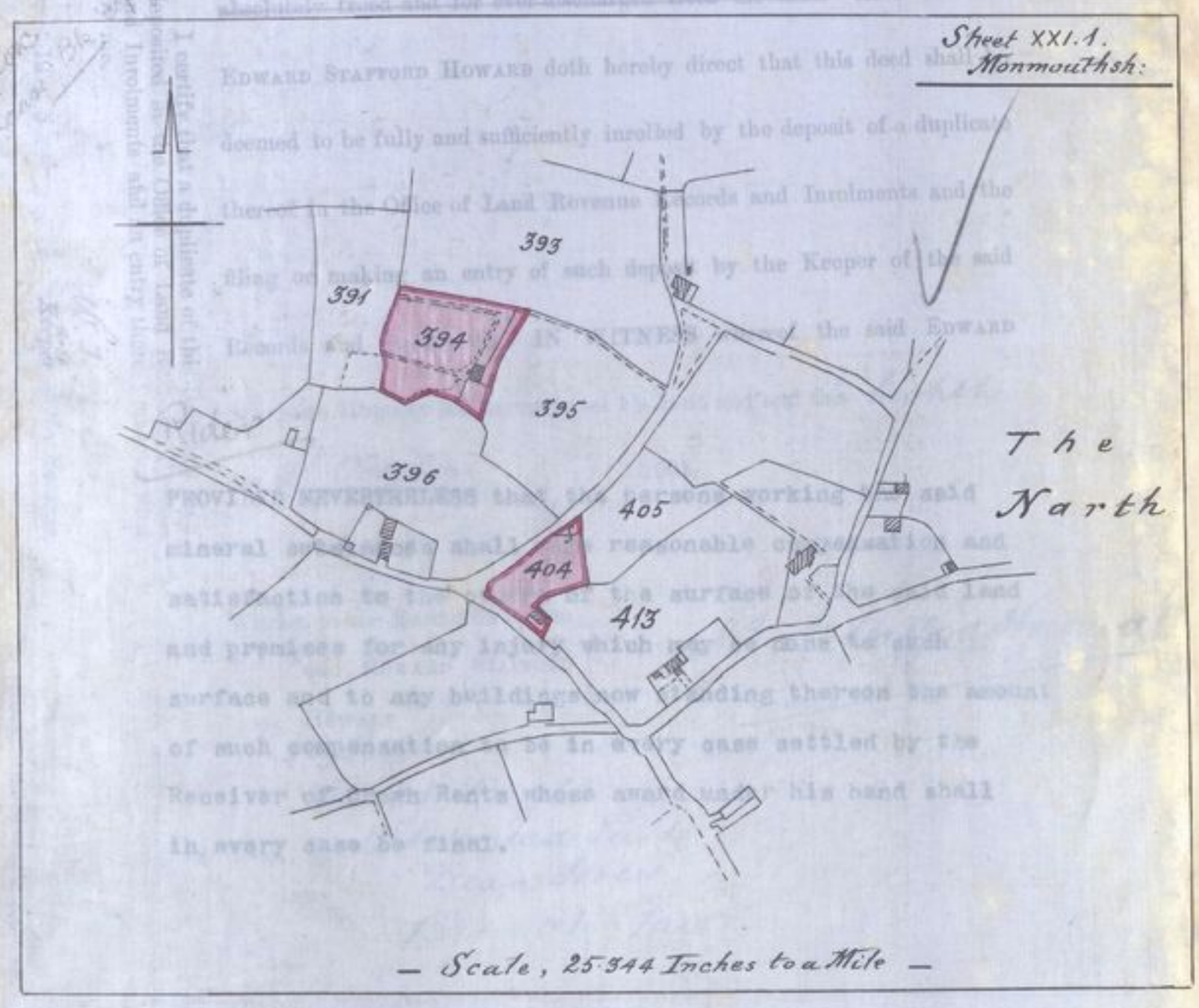
his heirs and assigns for ever ~~and to the intent that the said rent of~~

~~£ shall cease and be extinguished and that the~~

~~said may be~~



his heirs and assigns for ever ~~and to the intent that the said rent of £ shall cease and be extinguished and that the said 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 Eighth day of October 1901.

Witness to the Execution by the said EDWARD STAFFORD HOWARD
Stafford Park
Dean Forest
Bar-at-Law

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 and filed by me.

W. J. Greer
Keeper of the Records.

Rider

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.

his heirs and assigns for ever ~~and to the intent that the said rent of £ shall cease and be extinguished and that the said 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 Eighth day of October 1901.

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
Asst Keeper

Witness to the Execution by the said EDWARD STAFFORD HOWARD

Philip Bayliss
Whitemead Park
Dean Forest.
Bar-at-Law

Sd. E. Stafford Howard (S)

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Dated 4 January 1904.

Intern Estate.

E. Stafford Howard. Esq CB. a Commissioner of Woods &c. and Edward Thomas Heap.

Memorandum as to an additional rent of £11.6.7 payable in respect of the erection of two cottages on premises known as St. Anns.

To all to whom these presents shall come the within named Edward Stafford Howard Esquire C.B. as such Commissioner as within mentioned and the within named Edward Thomas Heap send greeting Whereas the said Edward Stafford Howard has on behalf of His Majesty and at the request of the said Edward Thomas Heap laid out and expended the sum of Five hundred and sixty six pounds nine shillings and seven pence in or incidental to the erection of the pair of cottages referred to in the within written Indenture which is dated the ninth day of March One thousand nine hundred and three and is made between the King's Most Excellent Majesty of the first part the said Edward Stafford Howard of the second part and the said Edward Thomas Heap of the third part as the said Edward ~~Stafford Howard~~ Thomas Heap doth hereby acknowledge Now we the said ~~Edward Stafford Howard~~ and Edward Thomas Heap Do hereby agree and declare that in consideration of such expenditure by His Majesty as aforesaid the further yearly rent of Eleven pounds six shillings and Seven pence (being equal to four per cent per annum upon a moiety of the said sum of Five hundred and sixty six pounds nine shillings and seven pence) is become payable by the said Edward Thomas Heap his executors administrators and assigns to the King's Majesty His Heirs and Successors in respect of the premises demised by the within written Indenture as from the twenty fourth day of June One thousand nine hundred and three and will continue so payable as aforesaid during the remainder of the tenancy created by the within written Indenture on the days and in manner in the within written Indenture provided 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records

and

and Enrolments In witness whereof the said Edward Stafford Howard and Edward Thomas Heap have hereunto set their hands and seals this fourth day of January One thousand nine hundred and ~~three~~ four.

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 (L.S.)

Signed sealed and delivered by the above named Edward Thomas Heap in the presence of
Hagar Winifred Oliver
St. Ann's Tritern.
Widow.

} Edwd. Thos. Heap. (L.S.)

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.

6. Feb. 1904.

Assistant to the Keeper of the Records.

Schedule 1903-4

Dated 19 January 1904.

Isle of Alderney.

E. Stafford Howard Esq. C.B. a Commissioner of His Majesty's Woods &c. to Messrs Rowe and Mitchell.

Lease of foreshore and bed of the Sea.

Commences 1st November 1903
Term of Years 63.
Expires 1st Nov. 1966.

Rent £10. per annum and shipping royalties

This Indenture made the nineteenth day of January One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard, Esquire C.B. a Commissioner of Woods of the second part and Mathew Arscot Rowe and Christopher Mitchell of 10.27 Aspinall Road Brookley in the County of London (hereinafter called "the lessees") of the third part Whereas the lessees are or claim to be the freeholders of certain lands containing twenty three acres or thereabouts situate on the South coast of the Isle of Alderney which said land is delineated and coloured red on the plan to these presents and is hereinafter referred to as "the freehold land" and have requested the said Edward Stafford Howard as such Commissioner as aforesaid to grant them a lease of certain foreshore and bed of the sea on the South side of the said Island hereinafter more particularly described for the purpose of enabling them to ship granite and stone (hereinafter referred to as "stone") raised from the freehold land which the said Edward Stafford Howard has agreed to do on the terms and conditions hereinafter contained Now this Indenture witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants conditions and provisoes hereinafter contained he the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1894 and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty third day of December One thousand nine hundred and three Doth on behalf of His Majesty demise and lease unto the lessees All that land (hereinafter referred to as "the leasehold land") containing Eighty two acres one rood eight perches or thereabouts being foreshore and bed of the sea and rocks above high water mark situate on the South Coast of the Isle of Alderney adjoining the freehold land and also other lands belonging to His Majesty which leasehold

land.

land is delineated and coloured brown on the said plan
Together with full powers to make and construct in accordance
with plans to be previously approved of in writing by the Lessor
a platform thereon at a level of at least ten feet above high
water mark of Ordinary Spring Tides and to erect on such
platform all necessary machinery for breaking stone and bins
for storing the same also a Portable Belt Conveyor for the purpose
of conveying stone to vessels moored adjacent thereto and
together also with power to heighten as far as may be necessary
for preventing any flow of water over the same at any state of
the tide the causeway now existing between the mainland and
the Rock marked La Quoire on the said plan and together also
with power to place on the said foreshore bed of the sea and
rocks such mooring posts buoys and mooring rings as may
be necessary or convenient for the purpose of mooring vessels opposite
to the said platform and also to deposit on the said foreshore
and bed of the sea hereby demised all rubbish and waste which
shall be produced in working stone on the freehold land and
also with power to use the said platform machinery and conveyor
for the purpose of breaking storing and shipping stone gotten
from the freehold land and for mooring vessels and for landing
stores required in connection with the working of a stone
quarry on such freehold land but not for any other purpose
Reserving unto His Majesty His Heirs and Successors all stone
and other minerals on or under the leasehold land **To hold** the
said premises unto the Lessees from the first day of November One
thousand nine hundred and three for the term of **Sixty
three years** but subject to any rights and powers for the time
being vested in the Board of Trade by Statute or otherwise for
protecting navigation **Paying** therefor unto the King's Majesty
His Heirs and Successors the yearly rent of **Ten pounds** by
equal half yearly payments on the first day of May and
the first day of November in every year free from all
deductions **And also paying** unto His Majesty His
Heirs and Successors a royalty of Two pence per Statute ton of 2240lbs
on all stone gotten from the freehold land and shipped from
the leasehold land during a period of Twenty one years
from the said first day of November One thousand nine

hundred

hundred and three and a royalty of three pence per
like ton on all stone gotten from the freehold land and
shipped from the leasehold land during a period of
twenty one years from the first day of November One
thousand nine hundred and twenty four and a
royalty equal to one full twentieth part of the selling
value free on board and without any deduction
whatever of all stone gotten from the freehold land
and shipped from the leasehold land
during the period from the first day of November
One thousand nine hundred and forty five up to the 2.
expiration of the said term of Sixty three years such
royalties to be paid by half yearly payments on the
several days aforesaid for and in respect of the stone
shipped during the preceding half year **And**
also paying unto His Majesty His Heirs and 3.
Successors in respect of all vessels by which anything
shall be shipped from or landed on the ~~freehold~~ leasehold land
the like Harbour Dues (other than pier passes anchorage
or charriage dues) as are payable in other parts of
the Isle of Alderney all which said rent and roy-
alties hereinbefore reserved shall be paid into the hands
of the Crown Receiver for the Isle of Alderney **Provided**
that no royalty shall be payable upon so much of
the stone shipped in any one year as would be sufficient
in value ~~in value~~ according to the reservation hereinbefore
contained to yield a sum equal to the rent payable
hereunder for such year **And** the lessees do for themselves
jointly and each of them doth for himself separately
covenant with the Kings Majesty His Heirs and Successors
in manner following (that is to say)-

1. To pay unto the Kings Majesty His Heirs and Successors
the said rent and royalties hereinbefore respectively reserved
at the times and manner hereinbefore appointed for
payment thereof respectively and that if default shall
be made for the space of twenty one days in payment
of the aforesaid rent and royalties respectively or any
part thereof respectively then and so often as the case
shall happen the lessor or his Agent may distrain all

or

or any stone machinery engines implements utensils carts carriages horses or other live or dead stock upon the leasehold land or upon any other land which may for the time being be in the occupation of the lessees or either of them and all other the goods chattels and effects of the lessees or either of them wheresoever the same may be found and sell and dispose of the same towards satisfaction and payment of the arrears of the said rent and royalties and of all costs and charges incident to or occasioned by such distress and sale.

2. To pay during the said term the said harbour Dues and all taxes rates rentcharges assessments and impositions whatsoever now or hereafter charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament except the Landlords Property Tax.

3. To construct and erect at their own expense within four years after the said first day of November One thousand nine hundred and three but subject to any enforced delay or suspension at any time during such four years owing to any strike or combination of workmen which may affect the leasehold land a shipping platform upon the leasehold with all necessary plant and machinery for breaking stone and storing the same and a Portable Belt Conveyor for conveying stone to vessels and to expend thereon a sum of Seven thousand five hundred pounds at the least and to produce to the lessor proper and sufficient vouchers for such expenditure.

4. Not to use the leasehold land for any purpose other than in connection with the breaking and storing of stone gotten from the freehold land and shipping the same and mooring vessels and landing stores required and depositing rubbish in connection with the working of a stone quarry on the freehold land and not to make erect or build or permit to be made erected or built upon the leasehold land or any part thereof any building or work without the consent in writing of the lessor for that purpose first had and obtained and not to do anything thereon which shall in any manner obscure the view from the sea of the Beacon marked on the said plan.

5. To make the sides of the platform hereinbefore referred to as steep as is possible compatibly with its construction and with no steps or other means to afford facilities for landing from boats and particularly not to make the face of any of the rocks on or adjacent to the leasehold land more accessible from the sea than they are at the present time.

6. To keep legible books of account with correct entries of the quantity of the stone shipped from the leasehold land and at all times when required to produce such Books of Account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessees giving any explanation that may be required in relation thereto

7. To deliver to the Lessor or to His Majesty's said Receiver or Agent within ten days next after the first day of November in each year and at such other 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 stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been shipped from the leasehold land or if the circumstances shall so require a statement that no stone has during the preceding half year or such other times as aforesaid been so shipped every such account being if required first verified by a Statutory Declaration by the lessees or their chief or only Agent for the time being.

8. That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said leasehold land and the state and condition thereof and that the lessees will render every reasonable assistance ~~xx~~ to the Lessor his Agents and workmen or assistants in the examination aforesaid when required.

9. Not to commit any unnecessary damage spoil or wask in or upon the leasehold land in the exercise of the

powers

powers hereby granted and to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the exercise of the powers hereby granted and indemnify the King's Majesty His Heirs and Successors from all actions claims and demands on account of any such injury or damage.

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 and to procure at their own expense all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Orders of Court affecting the same and all Probates of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within six calendar months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that Minutes or Dockets thereof respectively may be entered and to pay the usual fees therefor.

11. Provided always and it is hereby covenanted agreed and declared that at the end or sooner determination of the said term of Sixty three years or of any extended term which may hereafter be granted by any renewal or renewals of the leasehold interest hereby granted the Lessor shall have the option ~~to be declared in~~ First of purchasing the freehold land at the price of Two thousand five hundred pounds such option to be declared in writing before the term expires and if the Lessor shall exercise such option the Lessees shall thereupon show a good title to the freehold land and shall execute a proper Conveyance thereof in duplicate to His Majesty His Heirs and Successors such Conveyance being prepared in duplicate by the Lessor and secondly of buying all the moveable plant and machinery which a tenant would have a right to remove which may be upon the leasehold land and if the option of purchasing the freehold land be exercised by the Lessor which may be upon the freehold land ~~be exercised by the Lessor which~~ at a fair valuation to be made by two indifferent persons one to be chosen by the Lessor and the other by

the

the lessees or by an Umpire to be nominated by such two Persons before they proceed upon their Valuation.

12. **Provided also** that if any rent or royalty hereby reserved shall be in arrear for twenty days or if there shall be a breach of any of the covenants hereinbefore contained or if any Company formed for working the stone in the freehold land shall be wound up or if the lessees shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence thereof their interest in the premises hereby demised 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 the lessor may reenter upon and retain possession of the demised premises together with all engines tools machinery and other working gear store and other matters then being on such premises in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the lessees 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 half year up to the day on which such reentry shall have been made.

13. **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 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 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.

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

be

be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

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

} E. Stafford Howard. (L.S.)

Signed sealed and delivered by the above named Mathew Arscot Rowe in the presence of
Wm. J Chapman.
Alderney.
Clerk.

} Mathew A Rowe (L.S.)

Signed sealed and delivered by the above named Christopher Mitchell in the presence of
Edward Grundy,
2 Hawkes Buildings.
Gt. Tower Street.
London. E.C.
Accountant.

} C. Mitchell. (L.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 Green.
Assistant to the Keeper of the Records

27 January 1904.

Dated 8 January 1904.

County of Southampton.

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

and

Mr Charles Light.

Agreement for yearly tenancy of "Martins"

From the 10th day of October, 1903.

Rent £19. 12. 0

Memorandum of Agreement made the eighth day of January One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. a Commissioner of Woods on behalf of his Majesty of the second part and Charles Light of Bartley Regis in the Parish of Copythorne in the County of Southampton (hereinafter called "the Tenant") of the third part The said Edward Stafford Howard agrees to let and the Tenant agrees to take All that farm-house buildings and lands containing nine acres one rood and twenty nine perches or thereabouts situate at Bartley Regis aforesaid within the Manor of Fyndhurst in the said County of Southampton more particularly described in the Second Schedule and delineated and coloured red on the plan hereto and known as Martins Reserving to His Majesty His Heirs and Successors all timber and other trees cellars and plantations and all mineral substances and substrata (except materials which may be taken subject to the approval of the Landlord from any existing pits on the land and required for making and repairing roads on the premises) with full liberty for the Landlord and all persons duly authorised by him to enter upon the 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 conveniences on the premises paying reasonable compensation for damage done to crops. To hold the premises to the Tenant from the tenth day of October One thousand nine hundred and three as Tenant from year to year Paying unto The Kings Majesty His Heirs and Successors the yearly rent of Nineteen pounds twelve shillings by equal quarterly payments upon the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year (except that the rent for the last quarter of a year of the tenancy shall be paid

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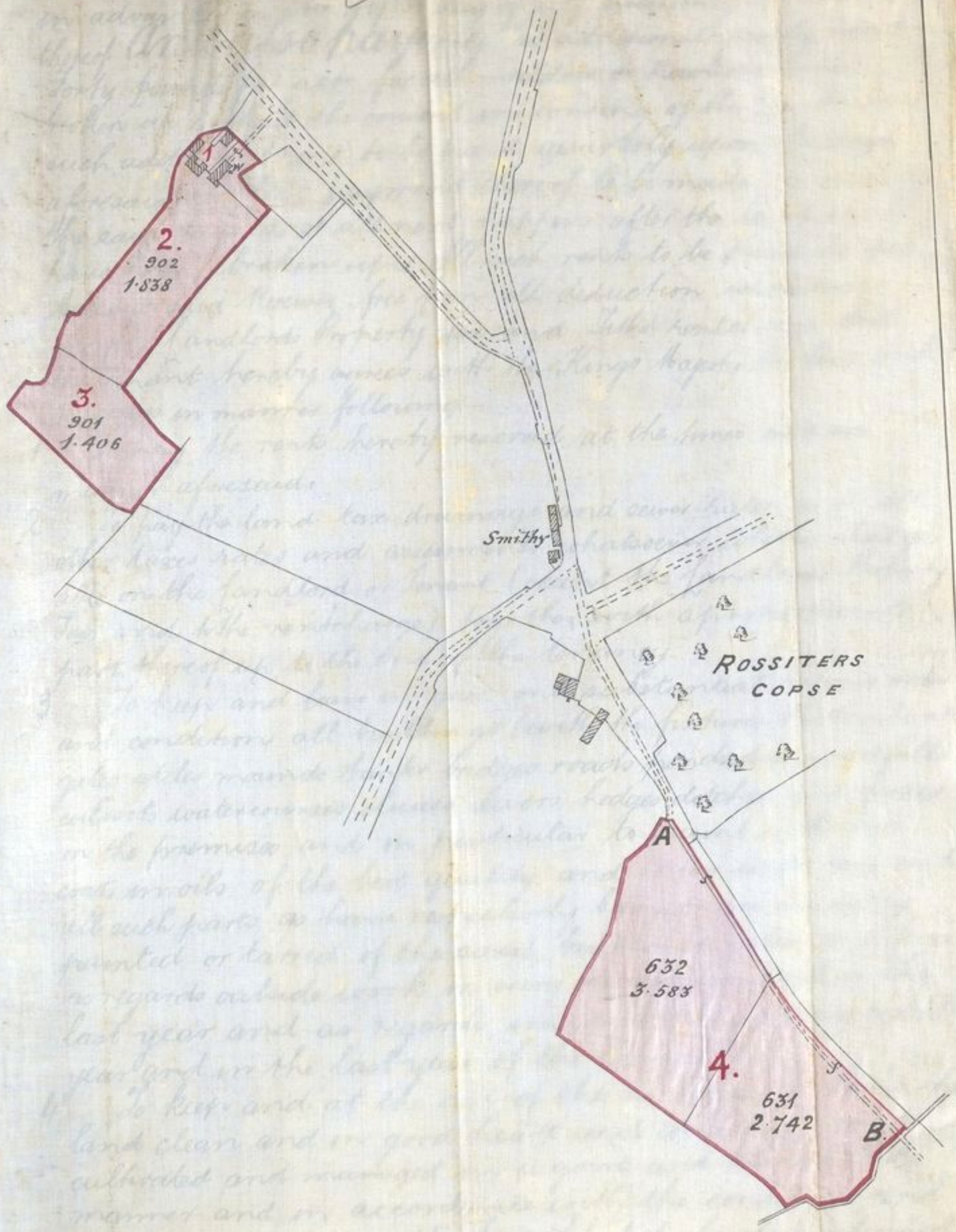
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in advance on the fifth day of July preceding the end thereof **And also paying** as additional yearly rent Forty pounds per acre for all meadow or pasture land broken up without the consent in writing of the Landlord such additional rent to be paid quarterly upon the days aforesaid the first payment thereof to be made on such of the said days as shall next happen after the land shall have been broken up All such rents to be paid to his Majesty's said Receiver free from all deduction whatsoever except Landlord's Property Tax and Tithe rentcharge And the Tenant hereby agrees with the Kings Majesty his Heirs and Successors in manner following:-

1. To pay the rents hereby reserved at the times and in manner aforesaid.
2. To pay the land tax drainage and sewer rates and all other taxes rates and assessments whatsoever whether chargeable on the Landlord or Tenant (except the Landlord's Property Tax and tithe rentcharge) together with a proportionate part thereof up to the end of the tenancy.
3. To keep and leave in good and substantial repair order and condition all buildings (with the fixtures therein) walls gates stiles mounds banks bridges roads ponds drains outfalls culverts watercourses sluices sewers hedges ditches and fences on the premises and in particular to paint with two coats in oils of the best quality and to tar with two coats all such parts as have respectively been or are usually painted or tarred of the said buildings gates and fences as regards outside work in every third year and in the last year and as regards inside work in every seventh year and in the last year of the tenancy.
4. To keep and at the end of the tenancy to leave the land clean and in good heart and condition and cultivated and managed in a good and husbandlike manner and in accordance with the conditions and special provisions in the First Schedule hereto contained which shall be construed as part of these presents.
5. Provided that if the Tenant shall not within three calendar months next after a notice in writing

of

of any want of repair painting or tarring clearing out of ditches sewers or drains or of any defective or improper cultivation shall have been given to or left on the said premises for him repair paint tar and amend the same according to the covenants herein contained the Landlord may (but without prejudice to any other remedy) cause the same or any of them to be done and the Tenant shall on demand repay to the Landlord all expense incurred in respect thereof.

6. To keep all the buildings and fences connected therewith 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 Tenant in some Insurance Office approved of in writing by the Landlord in a sum equal to three fourth parts at least of the full value thereof respectively and to produce on demand to the Landlord or his Agent the Policy of Insurance and the receipt for the current premium thereon And if default shall be made in keeping up such Insurance or in production of the Policy or receipt the Landlord may insure the said buildings or any of them and all moneys paid for such purpose shall be recoverable hereunder as rent in arrear. And all moneys receivable under any Insurance shall be received by the Landlord and applied in rebuilding or reinstating the buildings in respect of which the same shall be paid.

7. Within one month after being required by the Landlord by notice in writing so to do or if such notice shall not be given then before the end of the tenancy and in either event at the tenants own expence in all things to erect a substantial boundary fence along the Eastern side of the two fields numbered 631 and 632 on the said plan between the points marked A and B thereon such fence to be of a character and design to be previously

approved

approved of by the Landlord and to be erected to his satisfaction in all things.

8. Not to assign or underlet the premises or any part thereof (except that cottages may be underlet) or part with the possession of these presents without the previous consent in writing of the Landlord and to procure every assignment of the premises or any part thereof and all Orders of Court Probates of Wills and Letters of Administration affecting the devolution of this Lease to be within six calendar months from the date thereof respectively lodged in the Office of the Commissioners of Woods in order that a Minute or Docket thereof may be entered and to pay the usual fees therefor.

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

10. Provided also and these presents are upon this condition that if any rent hereby reserved shall be in arrear for forty days or if there shall be a breach of any of the agreements and conditions on the part of the Tenant herein contained or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against him whilst the premises or any part thereof remain vested in him or if the Tenant shall either 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 Landlord may reenter and

retain

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.

11. The term "Landlord" herein means the King's Majesty His Heirs Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and 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 Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In Witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

The First Schedule above referred to.

1. To stack in the Barns and rickyard or other convenient places upon the premises all the corn grain hay and straw produced thereon and to consume and spend thereon all such hay and straw and the chaff and other fodder arising from the said corn and grain and to leave on the premises at the end of the tenancy such hay straw chaff and other fodder as may be unconsumed and also to consume on the premises all the root crops and green crops grown

thereon

thereon and all linseed cake cotton cake and other feeding stuff which shall be brought on the premises in pursuance of any of the provisions herein contained Provided that until the landlord shall by notice in writing given to or left on the premises for the Tenant require him to discontinue doing so the Tenant may sell and carry off the premises hay and wheat straw (except the produce of the last year) not exceeding one half of the produce in any year on condition of bringing back upon the premises within six months after any such sale or carrying off either one half of the market value of the hay and straw sold or carried off in good rotten dung bones or other manure approved of in writing by the landlord or three fourths of such market value in linseed cake cotton cake or other feeding stuff not produced on the holding and approved of in writing by the landlord And the Tenant shall if required produce correct and duly vouched accounts of all hay and straw sold or carried off and of all manure cake and feeding stuff brought back specifying therein the times of sale or carrying off and bringing back respectively.

2. To spread in a husbandlike manner over such part of the land as may most require it all the dung and manure arising from and brought on the said premises and at the end of the tenancy to leave cast in the proper places upon the said premises all the dung and manure then being thereupon without requiring any compensation for the same except for the labour properly bestowed thereon.

3 To preserve all the trees tellars pollards and saplings on the said premises from bite of cattle or other injury and not to commit or suffer any wilful or voluntary waste spoil or destruction on any part of the premises.

4. Not to plant any land with potatoes more than once in the last two years of the tenancy and not to grow any hemp flax teagles woad or other unusual or exhausting crops nor leave for seed a greater

quantity

quantity of turnips rape mustard rye grass or any such plants than may be necessary for seeding the farm from year to year without the previous consent in writing of the landlord Provided nevertheless that (except during the last year of the tenancy) the Tenant may until required by notice in writing from the landlord given to or left on the premises for the Tenant to discontinue doing so leave a quantity not exceeding in the whole one acre for seed on condition of bringing back upon the premises within six months next after the sale of any such seed either one third of the market value thereof in good rotten dung bones or other manure approved of in writing by the landlord or one half of such market value in linseed cake cotton cake or other feeding stuff not produced on the holding and approved of in writing by the landlord and the tenant shall if required produce correct and duly vouched accounts of all seed sold and of all manure cake and feeding stuff brought back specifying therein the times of sale and bringing back respectively.

5. Not to break up cultivate or use any of the meadow or pasture lands other than as meadow or pasture land respectively without the consent in writing of the landlord and not to cut for hay any of the pasture lands and once at least in every year to spud and destroy the thistles and ~~and~~ docks thereon and not to cut for hay more than once a year the meadow land and after every second crop of hay to spread thereon not less than ~~once a year the meadow land and after every second crop of hay to spread thereon not less than~~ ten cart loads per acre of good dung or other manure equivalent thereto and at all times to keep cut and levelled the molehills and anthills on such pasture and meadow land.

6. In the last year of the tenancy:-

(1) Not to cultivate more than one half of the arable land with any white straw crops including wheat oats barley and rye and not to cultivate with any such crops any part cultivated with any such crops in the preceding year.

(2) To sow with the spring corn (such as barley or oats) the land which shall have been cultivated with green crops or fallowed and properly manured in the preceding season not being less than one sixth part of the arable lands with a sufficient quantity of good clover or other grass seeds and properly harrow in the same.

7. At the end of the tenancy to leave the arable land cultivated as follows videlicet One fourth properly fallowed for turnips or other root or green crop and one sixth in proper course for wheat Provided that the Landlord or the incoming Tenant may enter and make the fallows or prepare for and sow the turnips or root or green crops at any time after the commencement of the last year and may enter upon plough sow and otherwise prepare the lands to be left in course for wheat at any time after the twenty fourth day of August in the last year as he shall think fit and if this power shall be exercised the Tenant will give up to the Landlord or the incoming Tenant proper and sufficient accommodation on the premises for him or his Agent and for his servants horses carts engines implements and cattle (together with a reasonable quantity of hay straw and fodder at consuming price for his working horses not exceeding three horses for every one ~~thirty~~ hundred acres of arable lands) from the respective times hereinbefore mentioned without any abatement of rent or other allowance for the same and permit him and them to carry out and spread the manure upon the said premises.

8. It is also agreed that the Tenant shall not be entitled to any payment allowance compensation or rights founded upon custom but shall on quitting

he

be allowed

For the hay straw and fodder of the last year's growth remaining unconsumed upon the premises as hereinbefore provided at a feeding price.

For approved artificial manures and for seed and labour properly bestowed upon the fallows or root or green crops left for the landlord or incoming tenant.

For seeds and sowing done seasonably with the spring corn and left for the landlord or incoming tenant provided no cattle sheep or other live stock shall have been depastured thereon.

For cake and other feeding stuffs not produced on the holding (other than such as shall be brought back in lieu of produce sold off or removed) or for corn whether produced on the holding or not and which shall have been eaten and consumed on the premises by cattle sheep or pigs or by horses other than those regularly employed on the holding as follows:- Oil cake one third of last years expenditure and one sixth of the expenditure of the last year but one Other cakes or feeding stuffs including corn one sixth of the last years expenditure and one twelfth of the expenditure of the last year but one But all money due to His Majesty His Heirs or Successors from the tenant for rent breaches of covenant or otherwise shall be deducted from any compensation to which the Tenant may be entitled under these presents or otherwise.

9. And it is also agreed that in the event of the Tenant sowing or planting any part of the premises with any asparagus rhubarb peppermint lavender hops or any perennial crop or any fruit plants trees or bushes or any similar crops he shall be entitled before the termination of the tenancy to remove such crops so sown or planted by him if he shall desire so to do making good and replacing the surface soil disturbed by such removal but he shall not be entitled to be paid any

compensation

compensation whatsoever for or in any way in respect of any such crops plants or bushes that may not be so removed and nothing herein contained shall be deemed or taken to be a consent by the landlord within the meaning of the Agricultural Holdings (England) Acts 1883 and 1900 to an improvement by the making of any garden or by the planting of any orchards or fruit bushes nor shall the holding be recognised or treated as a market garden.

The Second Schedule above referred to.

No. on Plan.	Description.	Cultivation.	Quantity a.	r.	p.
1.	House, outhouses, garden and yard	Homestead.		1	3.
2	Barn Ground.	Arable	1	3	27.
3.	Acre Ground	Meadow.	1	1	24
4.	Mars.	Arable.	5	3	15
		Acres.	9	1	29

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

Signed sealed and delivered by the above named Charles Light in the presence of . . . } C. Light (L.S)
J — (undecipherable)
Burley, Hants
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
16 Feb: 1904. Assistant to the Keeper of the Records.