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Copy *Sales 1905*

No. *27*

TINTERN ESTATE.

File 6019.

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 hold 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~~ *Wm Pick of Whitebrooks near Monmouth*

for the sale to *him* ~~_____~~ *hereinafter described and intended to be hereby conveyed* of the ~~said~~ premises for the sum of £ *360. 0. 0*

NOW KNOW YE that in consideration of the sum of £ *360. 0. 0* by the said *William Pick*

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 *and with the consent of the Lords Commissioners of His Majesty's Treasury as signified by their Warrant dated 23rd April 1904* the powers of the Crown Lands Acts 1829 to 1894 doth by these

presents grant and convey unto the said *William Pick* _____ and *his* _____ heirs All that

piece or parcel of land *and premises* _____

containing ^{ac or p} 15. 1. 10 or thereabouts situate at *Penalt*.

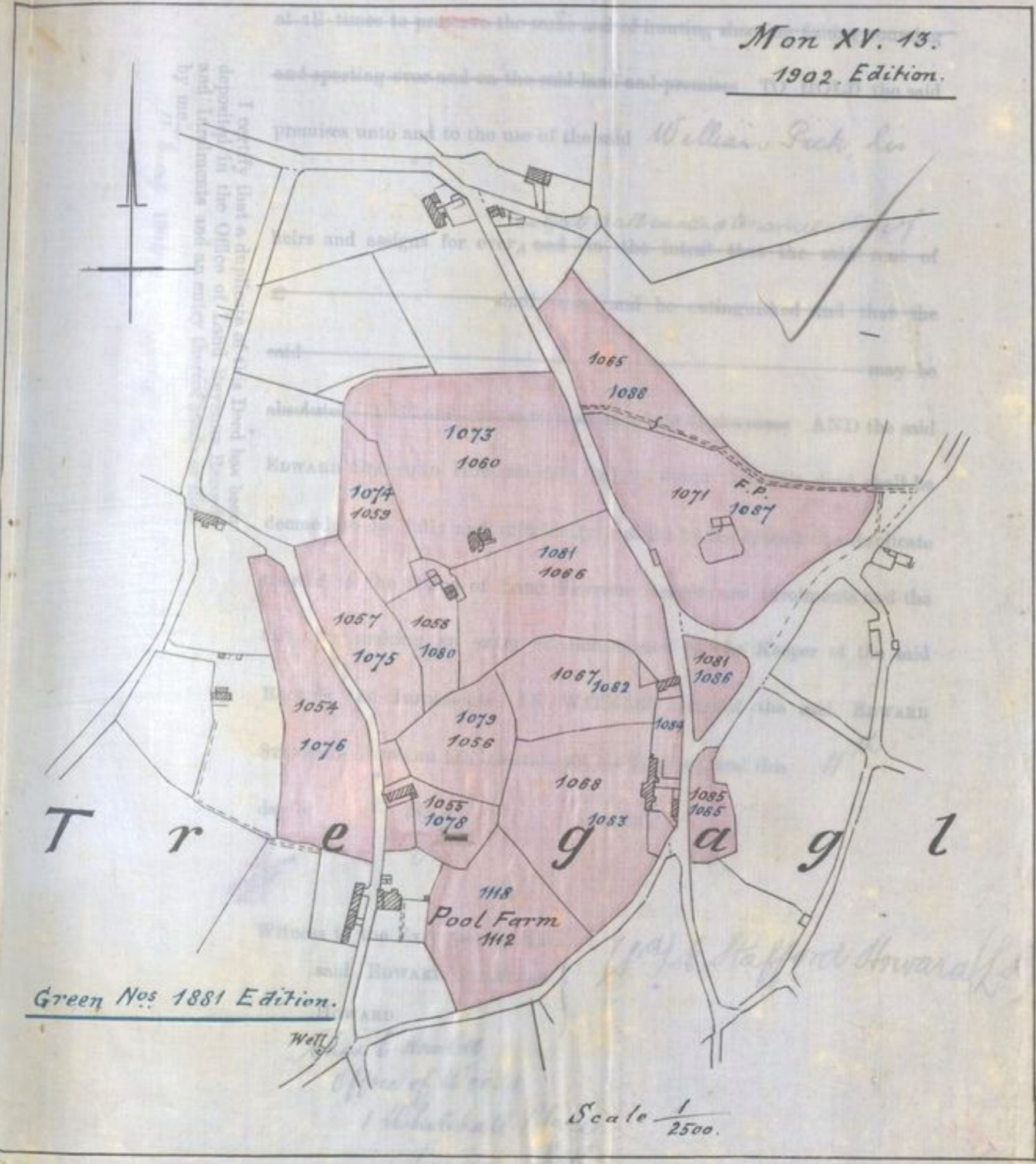
in the County of Monmouth

together with the messuages erected thereon which said land and premises are delineated and coloured red on the plan on the back of 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 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 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

Mon XV. 13.
1902. Edition.



Green Nos 1881 Edition.

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

Approved.

~~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 William Pick, his heirs and assigns for ever, ^{subject to all existing tenancies thereof.} 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 11th~~

day of *May* 1904.

Witness to the Execution by the said EDWARD STAFFORD HOWARD } *(Sd) E. Stafford Howard (Sd)*
Chas. E. Howlett,
Office of Woods,
1 Whitehall Place
London SW

Approved.

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 on *13th May 1904.*
W. S. Brown,
 Asst. Keeper of the Records.

Dated 11th
May 1904.

New Forest.

Birds Nest.

Agreement
for payment
of additional
rent off 1. 15. 6.
in respect of
outlay by
Crown.

Memorandum of Agreement
made the eleventh day of May One thousand nine hundred
and four Between The Kings Most Excellent Majesty
of the first part the within named Edward Stafford
Howard Esquire of the second ^{part} and the within named
Frederick Beaton Taylor (hereinafter called "the
lessee") of the third part Whereas the within named
Edward Stafford Howard has at the request of the lessee
expended the sum of Thirty five pounds five shillings in
or incidental to the erection of a water closet upon the
premises demised by the within written lease dated the
fourth day of April One thousand nine hundred and
three and made between the same parties as are parties
hereto And whereas it has been arranged between
the lessee and the Crown that in consideration of such
expenditure the lessee shall pay a further rent for the
demised premises (in addition to the rents reserved
by the within written Indenture) of One pound fifteen
shillings and six pence per annum being equal to
five per cent upon the said sum of Thirty five pounds
five shillings Now these presents witness that in
pursuance of the said Agreement and for the
consideration aforesaid the lessee hereby covenants
with His Majesty His Heirs and Successors that from
the twenty fifth day of March One thousand nine
hundred and four he will during the tenancy created
by the within written lease pay to His Majesty His Heirs
and Successors in respect of the premises thereby demised
a further yearly rent of One pound fifteen shillings
and six pence in addition to the rents reserved by
such Indenture such additional rent to be paid upon
the days and in manner provided by the within written
lease for the payment of the rents thereby reserved And
also that all and singular the covenants agreements
powers and provisos in the within written lease
contained shall be read and shall have effect as if
the said additional rent of One pound fifteen shillings
and six pence had been by the within written lease

reserved

reserved in addition to the rents thereby actually reserved
 and further that the said rent of One pound fifteen shillings and
 six pence shall be charged upon the premises demised by the
 within written lease in addition to the rents thereby reserved
 and that all such rents may be recovered by entry and
 distress upon the premises demised by the within written
 lease And the said Edward Stafford Howard doth hereby direct
 that this Deed shall be deemed to be fully and sufficiently
 enrolled by the deposit of a duplicate thereof in the Office of
 Land Revenue Records and Inrolments and the filing or
 making an entry of such deposit by the Keeper of the said
 Records and Inrolments. In witness whereof the said
 parties to these presents of the second and third parts have
 hereunto set their hands and seals the day and year first
 above written

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

Signed sealed and delivered
 by the above named Frederick
 Beatson Taylor in the presence
 of Fred. W. Adams. } Fred. B. Taylor. (L.S.)
 late F.B.S.
 Wilts & Dorset Bank, Ltd.
 Lyndhurst. Cashier.

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.

21st May 1904. W. J. Green.
 Assist. to the Keeper of the Records.

102

Dated
3rd May, 1904.

New Forest.

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

License
to maintain
a water reservoir
and cesspool
near Turgy
Lawn Cottage

Rent
£1. per annum.

Permission
given to Lessee
for enlargement
of Water Tank.
See 1355/15 File
46025².

This Indenture made the third day of May One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB. the Commissioner of Woods in charge of the New Forest in the County of Hants of the second part and Laurence Stevens of Turgy Lawn Cottage in the Parish of Minstead in the New Forest Gentleman (hereinafter called the Licensee) of the third part Whereas the Licensee is the Lessee of Turgy Lawn Cottage aforesaid under a lease thereof dated the Twenty Third day of December One thousand nine hundred and three granted by the said Edward Stafford as such Commissioner as aforesaid for the term of forty years from the fifth day of July One thousand nine hundred and three and for the purpose of the water supply to and the drainage thereof has constructed in the adjoining open Forest land an underground water tank or reservoir with the necessary pipes from the said Cottage thereto and an overflow pipe to the Trustlers Brook and has also constructed in such open Forest land a cesspool with a Ventilator thereto and has also laid a line of pipes (of four inch diameter) for carrying drainage thereto from the said Cottage And whereas the Licensee has requested the said Edward Stafford Howard as such Commissioner as aforesaid to grant him license and permission to maintain and use the said reservoir cesspool and pipes which he has agreed to do upon the terms and conditions hereinafter appearing Now this Indenture witnesseth that in pursuance of such Agreement and of the yearly rent hereby reserved and of the covenants hereinafter contained and on the part of the Licensee to be paid observed and performed He the said Edward Stafford Howard as such Commissioner as aforesaid Doth hereby for and on behalf of His Majesty give and grant unto the Licensee full license and authority to maintain and use First the underground water tank or reservoir

with

with the pipes thereto and overflow therefrom so constructed by him the licensee in the open Forest on the southern side of the said Turry Lawn cottage and secondly the cesspool with the drainage pipes thereto and the Ventilator to such cesspool which are constructed in the said open Forest on the southern side of the said cottage All which works hereinbefore described are delineated on the plan drawn in the margin of these presents the said Reservoir with the pipes in connection therewith being shown by blue colour and the cesspool with the pipes in connection therewith and the Ventilator being shown by red colour on the said plan To hold use exercise and enjoy the license hereby granted unto the licensee from the fifth day of July One thousand nine hundred and three until it shall be determined in manner hereinafter appearing saying therefor to the King's Majesty His Heirs and Successors during the continuance of such license the clear yearly rent of One pound to be paid in advance on the fifth day of July in every year the first payment having been made before the execution of these presents And the licensee doth hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay or cause to be paid to the King's Majesty His Heirs and Successors the said yearly rent on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay all rates taxes assessments and outgoings whatsoever (if any) for the time being payable in respect of the said works and in respect of all the rights and liberties hereby granted.
3. To maintain the said Reservoir and cesspool and the pipes or drains in connection therewith in good and substantial repair order and condition and so that there shall not be any leakage or escape of gas into the surrounding soil or atmosphere and to empty the said cesspool as occasion shall require and generally maintain and use the said Reservoir and cesspool and the pipes and drains in connection therewith in such a manner that they or any of them shall not be or become a

nuisance

nuisance or annoyance to His Majesty His Heirs or Successors or his or their Grantees or Tenants or to any persons living in the neighbourhood.

4. On the determination of the license hereby granted if required so to do to fill up the said Reservoir and leespool and restore and level the surface of the said land in which the same have been constructed and take up and remove the said pipes and level and restore the surface of the lands upon through and under which the same shall have been constructed or laid to the full and complete satisfaction in all respects of the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the New Forest (hereinafter referred to as "the Commissioner")

5. To cause all assignments which shall be made of these presents and all Probates of Wills letters of Administration Orders of Court and other Instruments affecting this license 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 docketts thereof respectively may be entered and pay the usual fees for such entry.

6. Provided always and these presents are upon this express condition that if the rent hereby reserved or any part thereof shall be unpaid for thirty days next after any of the days of payment on which the same ought to be paid or the Licensee shall not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases His Majesty His Heirs Successors and Assigns or the Commissioner may determine the license and authority hereby granted.

7. Provided always that the term and license hereby granted may be determined at any time

either

either by His Majesty His Heirs or Successors or the said Commissioner giving to the licensee three calendar months previous notice in writing for that purpose or by the licensee upon giving to His Majesty His Heirs or Successors or the Commissioner a similar notice and any such notice given by His Majesty His Heirs or Successors or the said Commissioner may be delivered at or sent by post to the last known place of business or residence of the licensee and any notice given by the licensee shall be delivered at or sent by post to the Office in London for the time being of the Commissioner of Woods but any such determination shall be without prejudice to any remedies or rights of His Majesty His Heirs or Successors in respect of any breaches by the licensee of all or any of the covenants and conditions on his part herein ^{before} contained.

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

E. Stafford Howard *Ed*

Office of Woods, Whitehall Place, London. SW.

Signed sealed and delivered by
the above named Laurence Stevens
in the presence of A.R. Eveleigh

Laurence Stevens *LS*

Rothsay Villas
Wealdstone, Berk.

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

W. J. Green.

28 May, 1904.

Assist. to the Keeper of the Records.

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Copy

DEAN FOREST.

Articles of Agreement made the
 12th day of *May* One Thousand
 nine hundred and *four* Between THE KING'S
 MOST EXCELLENT MAJESTY of the first part EDWARD
 STAFFORD HOWARD Esquire C.B. a Commissioner of His
 Majesty's Woods Forests and Land Revenues of the second part and
John Hill of Parkend near Lydney
 (hereinafter called "the said 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 said
 tenant who hereby agrees with His Majesty to take and rent as tenant
 to His Majesty ALL THAT *Cottage and Garden*
ground and outbuildings therewith contain-
ing together about 38 perches situate at
Parkend in the County of Gloucester and
more particularly delineated on the plan
hereunto annexed and thereon coloured red.

_____ lately in the
 occupation of _____

together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant from the 5th day of *January* 1904

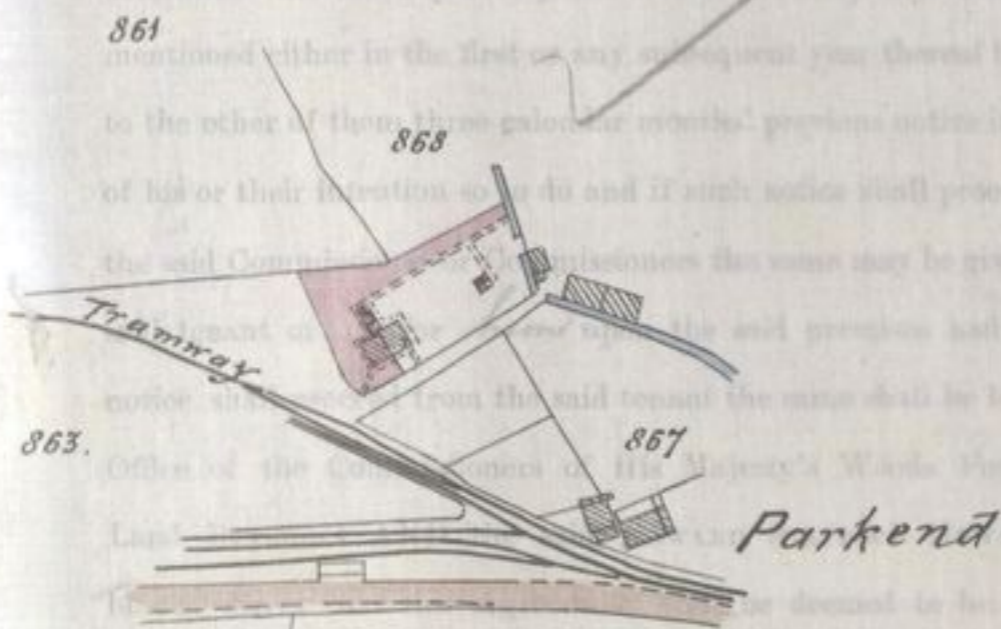
Enrolled 18th May '04

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *Four Pounds* to be paid to *the Deputy Surveyor of Dean Forest* free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal Quarterly payments on the *fifth* day of *April* the *fifth* day of *July* the *tenth* day of *October* and the *fifth* day of *January* in every year the first Quarterly payment ^{having become} ~~to be~~ due on the *fifth* day of *April 1904* AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Four Pounds* on the days and in the manner aforesaid And will also pay the land tax sewer rates and all other rates taxes and assessments whatsoever (except the Landlord's property tax) 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 Quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will not do or suffer any 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 windows and doors in good repair and the ceilings and interior walls properly cleaned and whitewashed and will on the determination of the tenancy hereby created deliver up the said premises in such repair and condition as aforesaid to the King's Majesty his heirs or successors or to the said EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called "the said Commissioner or Commissioners") or to whom he or they may appoint AND will permit

the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND the said tenant further

agrees that he will so far as possible keep a watch over and protect the said Property in the neighbourhood of the premises from injury or damage AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the three days hereinafter mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or if from the said tenant the same shall be left at the Office of the Commissioners of the Admiralty's Wards, Stores and Land in the Admiralty Buildings, Whitehall, London, and be sufficiently attested by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit

O.S. 39-10.



Note. A.R.P. The portion colored Red - 0 0-4.

Scale 1/2500.

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

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

(Sd) E. Stafford Howard

Signed by the above-named John Hill in the presence of

John Roper Brown Offices, Whitmead Park, Surrey Clerk. Dean Forest.

(Sd) John Hill

the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND the said tenant further agrees that he will so far as possible keep a watch over and protect the Crown Property in the neighbourhood of the premises from injury or damage AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues 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

(*sd*) E. Stafford Howard

W. Has. G. Howlett.
Office of Woods
Whitehall Place
London. SW.

Signed by the above-named
John Hill
in the presence of

(*sd*) John Hill

John Roper
Crown Offices
Whitehead Park
Dean Forest.

Survey Clerk.

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

190 .

Rent £ _____ per Annum.

the said
 sixty three
 Heirs and
 all such
 after
 hereinafter
 and the said
 stys Receiver
 premises free
 landlord's
 rately covenant
 mer following

the said rent
 payable on

of tithes and
 whatsoever (except
 after during
 mises.

ll require to well
 in repair all
 and all walls
 belonging thereto
 term to
 mises together
 all other things
 mises so as to
 substantial repair
 or paddock
 said land as
 d order and

keep all the
 insured in the
 names of the Kings
 lessees in a sum
 the full value

thereof

Sept 1905

Dated
6th May, 1904.

County of
Monmouth.

E. Stafford Howard
Esq. C.B. a
Commissioner of
Woods to.

to
Mr. James E.
Turner and
another.

lease
of 2 cottages
and land at
Lintern

commencing

5 January 1904
Term of years
Expires

5 January 1964

Rent
£1. per annum.

This Indenture made the sixth day of May One thousand nine hundred and four Between the Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter demised of the second part and James Edward Turner and William Henry Turner of Cardiff in the County of Glamorgan Builders and Contractors (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the expense incurred in repairing the cottages hereby demised and 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 with the authority of the Lords Commissioners of His Majesty's Treasury signified by their warrant dated the fourth day of May One thousand nine hundred and four Both on behalf of His Majesty demise and lease unto the Lessees All that piece of land (hereinafter called "the said land") situate in the Parish of Chapel Hill in the County of Monmouth Together with the cottages and buildings erected thereon which said premises are delineated and coloured red and the dimensions thereof are shown on the plan in the margin hereof Together with the appurtenances thereto belonging Reserving unto His Majesty His Heirs and Successors to all substrata under the said demised premises To hold the said premises unto the Lessees from the fifth day of January One thousand nine hundred and four for the term of Sixty years Paying therefor unto the King's Majesty His Heirs and Successors during the said term the clear yearly rent of One pound 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 up to and including the tenth day of October One thousand nine hundred and sixty three the first quarterly 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 quarter

of

of a year of the said term to be paid in advance on the said tenth day of October. One thousand nine hundred and sixty three. 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 (the term "lessor" being hereinafter defined) for insuring any building or buildings on the land the said rent and sum 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 lessees hereby jointly and separately covenant 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 rent and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid.
2. To pay the land tax sewer rate rentcharge in lieu of tithes and all other taxes rates assessments and outgoings whatsoever (except Landlord's Property Tax) now or at any time hereinafter during the said term payable in respect of the demised premises.
3. During the said term as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings for the time being on the said land and all walls posts pales and fences and all other appurtenances belonging thereto 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 thereto 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 properly lay out and plant as a garden or paddock attached to the said cottages such part of the said land as is not built upon and keep the same in good order and condition.
5. At all times during the said term to keep all the buildings for the time being on the said land insured in the County Fire Office by the lessor in the joint names of the King's Majesty His Heirs and Successors and of the lessees in a sum or sums equal to three fourths at least of the full value

thereof

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 in respect thereof for the current year And if 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 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 Agent according to such plan as the lessor may by writing approve of And in case the monies so received shall not be sufficient for that purpose the lessees 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 fourth year of the said term and the inside parts usually painted of such buildings in every eighth year of the said term.

7. To permit the lessor and his Agents or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the last seven years of the said term in like manner to enter into the said premises and take a schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be found the lessees will upon notice thereof in writing being given to or left on the demised premises for them substantially and properly repair paint and amend the same accordingly within three calendar

months

months next after any such notice shall have been given or left as aforesaid. And in case the lessees 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 and to perform and complete the said repairs and painting and the lessees 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 to 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

9. Not to erect any additional building during the said term upon the said land other than such as shall have been previously approved of in writing by the lessor or his Architect or Surveyor not 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 make or set up any addition either in height or projection to or any erection on any part of the premises nor use the premises or any part thereof for advertising purposes or for or in any manner connected with the display of ^{any} advertisements Bills placards or notices whatsoever other than notices of the premises being to let without in every case obtaining the previous consent in writing of the lessor.

10. At their own charges to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills Letters of Administration Orders of Court 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 docketts thereof respectively may be entered and on demand to pay the usual fees therefor.

11. 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 lessees shall not perform and keep the several covenants on their 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. Provided also and it is hereby agreed and declared that at the end or sooner determination of the term of twenty one years granted by an Indenture of lease of the Pontysalvon Quarry dated the Thirty first day of December One thousand nine hundred and three and made between the same parties as are parties to these presents the lessor shall at any time upon giving one calendar months notice thereof in writing to the lessees have the option of purchasing the interest of the lessees in the premises hereby demised at such ~~sum~~ sum as may be mutually agreed upon between the lessor and the lessees the amount in case of difference to be settled under a submission to two arbitrators one to be appointed by each party under the provisions of the Arbitration Act 1889 or any statutory modification or re-enactment thereof and the lessees will upon payment of the purchase money forthwith execute a proper surrender assignment or release of these presents and of the premises hereby demised to His Majesty His Heirs Successors or assigns or as he or they shall direct.
12. Provided lastly and it is hereby declared and agreed 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.

13. And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties ~~to~~ to those 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 } 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 James Edward Turner in the presence of } Jas. E Turner. L.S.

Signed sealed and delivered by the above named William Henry Turner in the presence of } W. H. Turner. L.S.
William H. Clarke,
20 Bywater Street, Cardiff
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.
Asst: to the Keeper of the Records.
6 June 1903.

570

Assigned to R. M. Smyth & H. J. Peller 11 May 1904 W.D. B.
Assigned to H. J. Peller, A. de Winter, Howard, J. H. Peller & H. A. J. Wilson 26 July 1911 W.D. B. 32
Conveyance to R. M. Smyth & H. J. Peller, dated 28/10/20. W.D. B. 32. p. 56.

File 4225

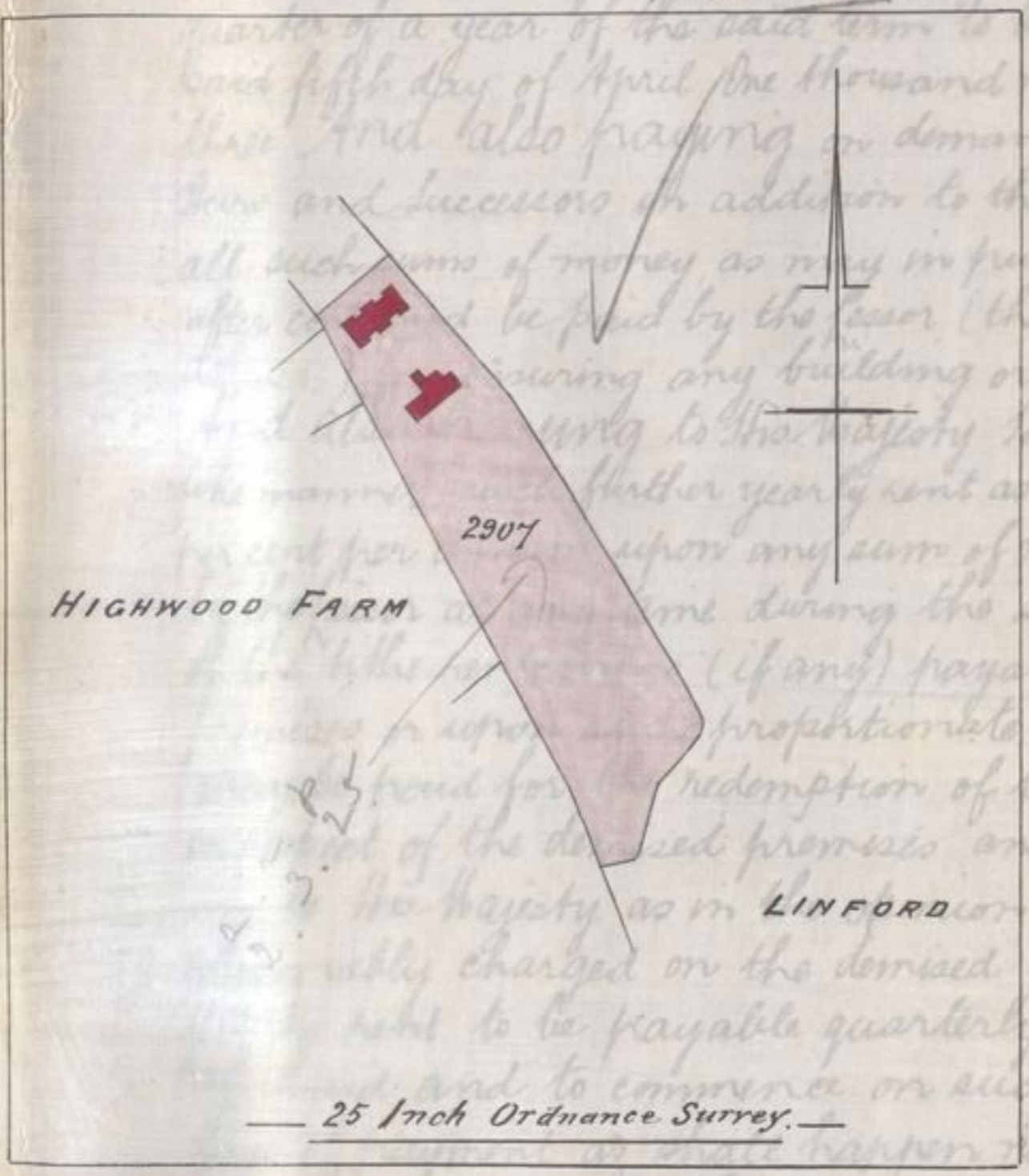
Dated
9th May 1904
County
of Hants.
New Forest
E. Stafford
Howard Esq. C.B.
a Commissioner
of Woods &c.
to
R. M. Smyth
Esq. M.D.
lease
of a house and
buildings known
as Linford
Sanatorium at
Linford.
commencing
5 April 1904
Term
79th
Expire 5 July 1983
Rent £10 per
annum.
to His Heirs and Successors

This Indenture made the ninth day of May One thousand nine hundred and four Between The Kings 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 hereditaments hereinafter demised of the second part and Reginald Mander Smyth late of Wolverhampton in the county of Stafford and now of Linford in the New Forest in the county of Hants Esquire M. D. (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the expense incurred in erecting the messuages hereby demised and of the rent and covenants hereinafter reserved and contained He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers in anywise enabling him so to do and with the authority of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the Fourth day of August One thousand nine hundred and three Doth on behalf of His Majesty demise and lease unto the lessee All that piece of land (hereinafter called "the said land") containing two acres three roods and twenty five perches or thereabouts situate at Linford aforesaid in the New Forest in the county of Hants Together with the messuages and buildings erected thereon which said premises are delineated and coloured light and dark red on the plan in the margin hereof Together with all ways lights easements and appurtenances to the said demised premises belonging and all timber and other trees (if any) thereon Reserving unto His Majesty His Heirs and Successors and the lessee and occupiers for the time being of any other buildings or land belonging to His Majesty the free passage of water and soil from such other buildings or land through the channels sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the lessee from the fifth day of April One thousand nine hundred and four for the term

HIGH

of

of Seventy nine years and one quarter of another year paying therefor unto the King's Majesty His Heirs and Successors during the said term the clear yearly rent ten pounds 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 up to and including the fifth day of April One thousand nine hundred and eighty three the first quarterly payment thereof to be made on the fifth day of July One thousand



one hundred and four ^{Hawth} LXX. 8 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 eighty three 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 herein after be paid by the lessor (the term "lessor" being hereinafter used to signify the King's Majesty His Heirs and Successors in the manner hereinafter expressed) upon any sum of money which may be paid for the redemption of the said premises (if any) payable in respect of the demised premises proportionate part of the amount as the said premises and of other premises belonging to the lessor may be charged on the demised premises such last mentioned rent to be payable quarterly on the days of payment after the payment shall be made for the redemption of the said tithe rent

charge the said respective rents and sums to be paid into the hands of His Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions whatsoever except in respect of landlords Property Tax And 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 hereby reserved as the same shall become payable

of seventy nine years and one quarter of another year paying therefor unto the King's Majesty His Heirs and Successors during the said term the clear yearly rent of ten pounds 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 up to and including the fifth day of April One thousand nine hundred and eighty three the first quarterly payment thereof to be made on the fifth day of July One thousand nine hundred and four 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 eighty three And also paying on demand unto His Majesty His Heirs and Successors in addition to the rent heretofore reserved all such sums of money as may in pursuance of the power herein after contained be paid by the lessor (the term "lessor" being hereinafter defined) for insuring any building or buildings on the said land And also paying to His Majesty His Heirs and Successors in like manner such further yearly rent as will be equal to five pounds per cent per annum upon any sum of money which may be paid by the lessor at any time during the said term for the redemption of the tithe rentcharge (if any) payable in respect of the demised premises or upon such proportionate part of the amount as may be paid for the redemption of the tithe rentcharge payable in respect of the demised premises and of other premises belonging to His Majesty as in the opinion of the lessor may be reasonably charged on the demised premises such last mentioned yearly rent to be payable quarterly on the days of payment aforesaid and to commence on such one of the said quarterly days of payment as shall happen next after the payment shall have been made for the redemption of the said tithe rent charge the said respective rents and sums to be paid into the hands of His Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions whatsoever except in respect of landlords Property Tax And 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 hereby reserved as the same shall become

payable

payable on the days and in the manner aforesaid.

2. To pay the Land Tax sewer rate ~~sewer rate~~ rent charge in lieu of tithes and all other taxes rates assessments and outgoings whatsoever (except Landlord's Property Tax) now or at any time hereafter during the said term payable in respect of the demised premises
3. During the said term as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings for the time being on the said land and all party and other walls posts pales iron and other rails and fences and all other appurtenances belonging thereto 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 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 water closets 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 properly lay out and plant as garden ground orchards or ornamental grounds attached to the said messuages such parts of the said land as are not built upon and keep the same in good order and condition and the trees (if any) preserved from injury.
5. To pay on demand a reasonable share to be ascertained and determined by the Architect or Surveyor for the time being of the lessor of the expenses of making repairing and cleansing all party walls and fences sewers drains gutters and other appurtenances and easements used or enjoyed by or capable of being used or enjoyed by the owners or occupiers of the demised premises in common with the owners or occupiers of any adjoining premises.
6. 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 or sums 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 in respect thereof for the current year. And if 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 purposes as rent under the reservation hereinbefore contained. And 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 Agent according to such plan as the lessor may by writing approve of. And in case the monies so received shall not be sufficient for that purpose the lessee will make good the amount of every such deficiency.

7. 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 fourth year and in the last year of the said term and the inside parts usually painted of such buildings in every eighth year and in the last year of the said term.

8. To permit the lessor and his Agents or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the last seven years of the said term in like manner to enter into the said premises and take a Schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures

shall

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 have been 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 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.

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

10. Not at any time during the said term to exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever unless with the consent in writing of the lessor except that the premises may without such consent be used as a Home Hospital or Sanatorium for consumptive patients.

11. Not to cut lop top injure or damage any of the trees upon the said land nor raise any subtrata from the

said

said land ~~nor raise any~~ without the previous consent in writing of the lessor and generally not to do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the lessor or to the owners or occupiers of any neighbouring premises.

12. Not to erect any additional building during the said term upon the said land other than such as shall have been previously approved of in writing by the lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said land nor alter or change any of the architectural decorations of such buildings or the fence or railings (if any) in front thereof nor make or set up any addition either in height or projection to or any erection on any part of the premises nor use the premises nor any part thereof for advertising purposes or for or in any manner connected with the display of any Advertisements Bills Placards or Notices whatsoever other than Notices of the premises being to let or for sale without in every case obtaining the previous consent in writing of the lessor.

13. At his own charges to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills Letters of Administration Orders of Court 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 docketts thereof respectively may be entered and on demand to pay the usual fees therefor.

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

15. Provided lastly and it is hereby declared and

agreed

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 ~~of Lands~~ 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.

16. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

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

Signed sealed and delivered by the above named Reginald Mander Smyth in the presence of } Reginald Mander Smyth
Georgina Shippis } May 9th 1904
Leecarrow, Passage West, Cork, Ireland.
Married.

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

10th June 1904.

Dated
1904
Dean for
Lightmoor
and for
Bridge
Colliery
E. Stafford
Howard
C.B. the
Commissioner
in charge
Caveller
the Forces
Dean
to
Access to
Crawshaw
& Co. Ltd
and other
Smyth
Work
of barr
and to
certain
in the
Lightmoor
Colliery
through
Forces
Colliery