

Dated
12th September
1904.

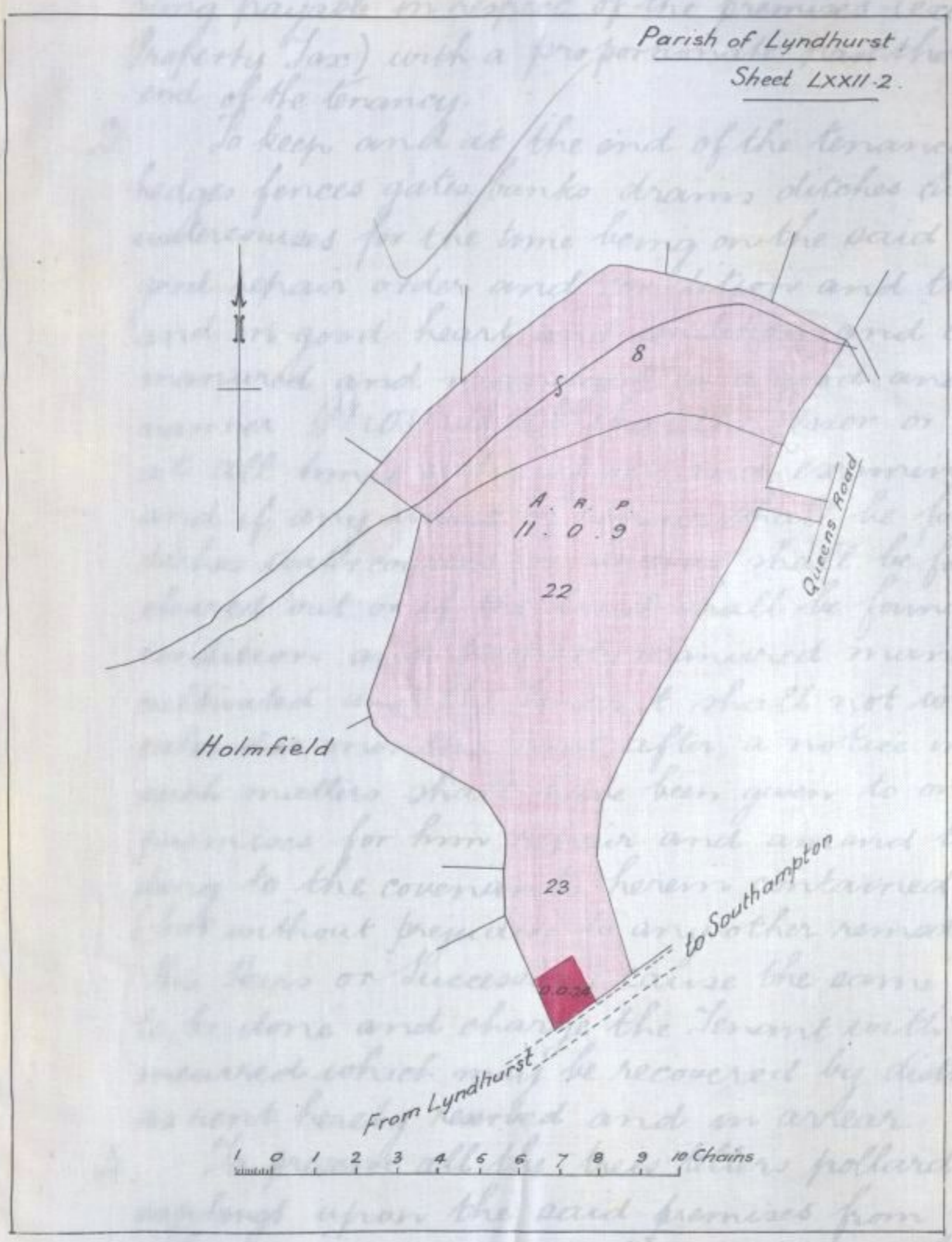
E. Stafford
Howard, Esq
C.B. a
Commissioner of
His Majesty's
Woods Forests
and Land
Revenues
to
John Strange.

Agreement
for letting
lands at
Lyndhurst
containing
11. 0. 9 or
thereabouts
on a yearly
tenancy from
the fifth day
of April
1904.

Articles of Agreement made the twelfth day of September 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 premises hereby agreed to be let of the second part and John Strange of Lyndhurst in the County of Southampton hereinafter called "the tenant" of the third part The said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty hereby agrees to let to the Tenant who agrees to take as Tenant to His Majesty All those lands and premises situate at Lyndhurst in the County of Southampton containing together eleven acres and nine perches or thereabouts delineated and coloured light and dark red on the plan attached hereto Together with the appurtenances thereto belonging Reserving thereout unto His Majesty His Heirs and Successors all timber and other tree-tellers pollards spurs and saplings and all mineral substances and substrata To hold the premises to the Tenant on a yearly tenancy from the fifth day of April One thousand nine hundred and four (determinable as hereinafter provided) at the yearly rent of Thirty six pounds three shillings to be paid into the hands of the Deputy Surveyor of New Forest free from all deduction by equal quarterly payments on the fifth day of July the tenth day of October the fifth day of January and the fifth day of April in every year the first payment 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 tenancy to be made in advance on the quarter day next preceding the end thereof And the Tenant hereby agrees with His Majesty His Heirs and Successors as follows:-

1. To pay the rent hereby reserved at the times and in manner aforesaid.

2. To pay the land tax (if any) sewers rates and all other rates taxes and assessments whatsoever for the time being payable in respect of the premises (except the Landlords Property Tax) with a proper charge up to the end of the tenancy.



To keep and at the end of the tenancy leave all hedges fences gates banks drains ditches culverts and enclosures for the time being on the said premises in good repair order and condition and the land clear and cultivated and husbandlike and the tenant or his Agent may at all times during the term of the tenancy improve the premises and if any improvements shall be found or any shall be found not properly managed and shall not within three months after a notice in writing of any such matters shall have been given to or left on the said premises for him to repair and amend the same according to the covenants herein contained the lessor may without prejudice to any other remedy of His Majesty's High Courts of Law cause the same or any of them to be done and charged on the Tenant with all expense incurred which shall be recovered by distress or otherwise as rent hereof worked and in arrears.

5. Not to plough or break up any of the grass land without the consent in writing of the lessor and not to cut for hay more than once in the year any of such grass land and to bring ^{back} upon the said land

and

1. To pay the rent hereby reserved at the times and in manner aforesaid.
2. To pay the land tax (if any) sewers rates and all other rates taxes and assessments whatsoever for the time being payable in respect of the premises (except the Landlords Property Tax) with a proportionate part thereof up to the end of the tenancy.
3. To keep and at the end of the tenancy leave all hedges fences gates banks drains ditches culverts and watercourses for the time being on the said premises in good repair order and condition and the land clear and in good heart and condition and cultivated manured and managed in a good and husbandlike manner Provided that the lessor or his Agent may at all times enter upon and examine the premises and if any want of repair shall be found or any ditches watercourses or drains shall be found not properly cleared out or if the land shall be found not in good condition and properly manured managed and cultivated and the Tenant shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for him repair and amend the same according to the covenants herein contained the lessor may (but without prejudice to any other remedy of His Majesty His Heirs or Successors) cause the same or any of them to be done and charge the Tenant with all expense incurred which may be recovered by distress or otherwise as rent hereby reserved and in arrear.
4. To preserve all the trees tallers pollards spurs and saplings upon the said premises from bite of cattle or other injury and not to commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said premises or any part thereof
5. Not to plough or break up any of the grass land without the consent in writing of the lessor and not to cut for hay more than once in the year any of such grass land and to bring ^{back} upon the said land

and

and spread thereon not less than one half of the market value of the hay straw chaff and other fodder root crops and green crops produced thereon and sold or carried off therefrom in good dung or other manure equivalent thereto within six months after any such sale or carrying off and to produce if required correct and duly vouched accounts of all produce sold or carried off and of all manure brought back specifying the times of sale or carrying off and bringing back respectively and once at least in every year to sprud and destroy the thistles and docks on the grass land and keep cut and levelled the ant hills thereon.

Provided always and these presents are, upon this condition that if any rent hereby reserved shall be in arrear for twenty one days or if there shall be a breach of any of the Agreements on the part of the Tenant herein contained or if the Tenant shall become Bankrupt or 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 lessor may reenter and retain possession of the premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Tenant to His Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the day on which such reentry shall have been made.

Provided also and it is hereby agreed that the 30th Section of the Agricultural Holdings (England) Act 1883 shall not apply to the Tenancy hereby created but that such tenancy may be determined at the end of any

year

thereof either by the lessor upon giving to or leaving on the premises for the Tenant three calendar months previous notice in writing of his intention so to do or by the Tenant upon giving to the lessor or leaving at the Office of the said Commissioners of His Majesty's Woods Forests and Land Revenues a similar notice and paying the rent hereby reserved and performing and observing the agreements on the part of the Tenant herein contained up to the day of the tenancy becoming determined.

AND it is hereby also agreed that the tenancy may be determined by the said Commissioner or Commissioners at any time of the year as to that portion of the premises containing twenty four perches coloured dark red on the said plan by giving one months previous notice as aforesaid but in that case no reduction shall be made from the rent.

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 premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Tenant under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said Edward Stafford Howard doth hereby direct that this Instrument shall be deemed to be fully and sufficiently 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 the day and year first above written.

Witness

Witness to the signature of the } E. Stafford Howard.
said Edward Stafford Howard }
Herbert Hope,
of 81 Duke St. Grosvenor Square,
London.
Barrister-at-law.

Witness to the signature of } John Strange.
the said John Strange - - - }
George H. Olney,
Lyndhurst,
Hants.
Clerk.

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

(sd) W. J. Green.
Assist: to the Keeper of the Records

19th September, 1904.

J

*Sched 1905**copy*

No. 31

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 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 *Esther A. Smailham* wife of *Samuel Smailham of 53 Elm Street Cardiff* for the sale to *her* of the said premises for the sum

of £ *65* _____

NOW KNOW YE that in consideration of the sum of £ *65* _____

by the said *E. A. Smailham* _____

paid to the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid before the execution of these presents (the receipt whereof

the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the

said EDWARD STAFFORD HOWARD on behalf of His Majesty and under

the powers of the Crown Lands Acts 1829 to 1894 doth by these

presents grant and convey unto the said *E. A. Smailham* _____

and *her* _____ heirs All that ^{or}

two piece or parcel of land and *of* ~~remains~~ _____

Inrolled 16-9-14

Witness to the signature of the

se

containing ^{a r f} 0-3-16 or thereabouts situate at *6 Leaddon in the parish of Breilock*
in the County of Monmouth

to
the

together with the messuage erected thereon which said land and
premises are delineated and coloured red on the plan on the back of these
subject to all rights of way light water and other
easements (if any) affecting the same and
presents save and except out of this Grant all mines minerals stone

sale to

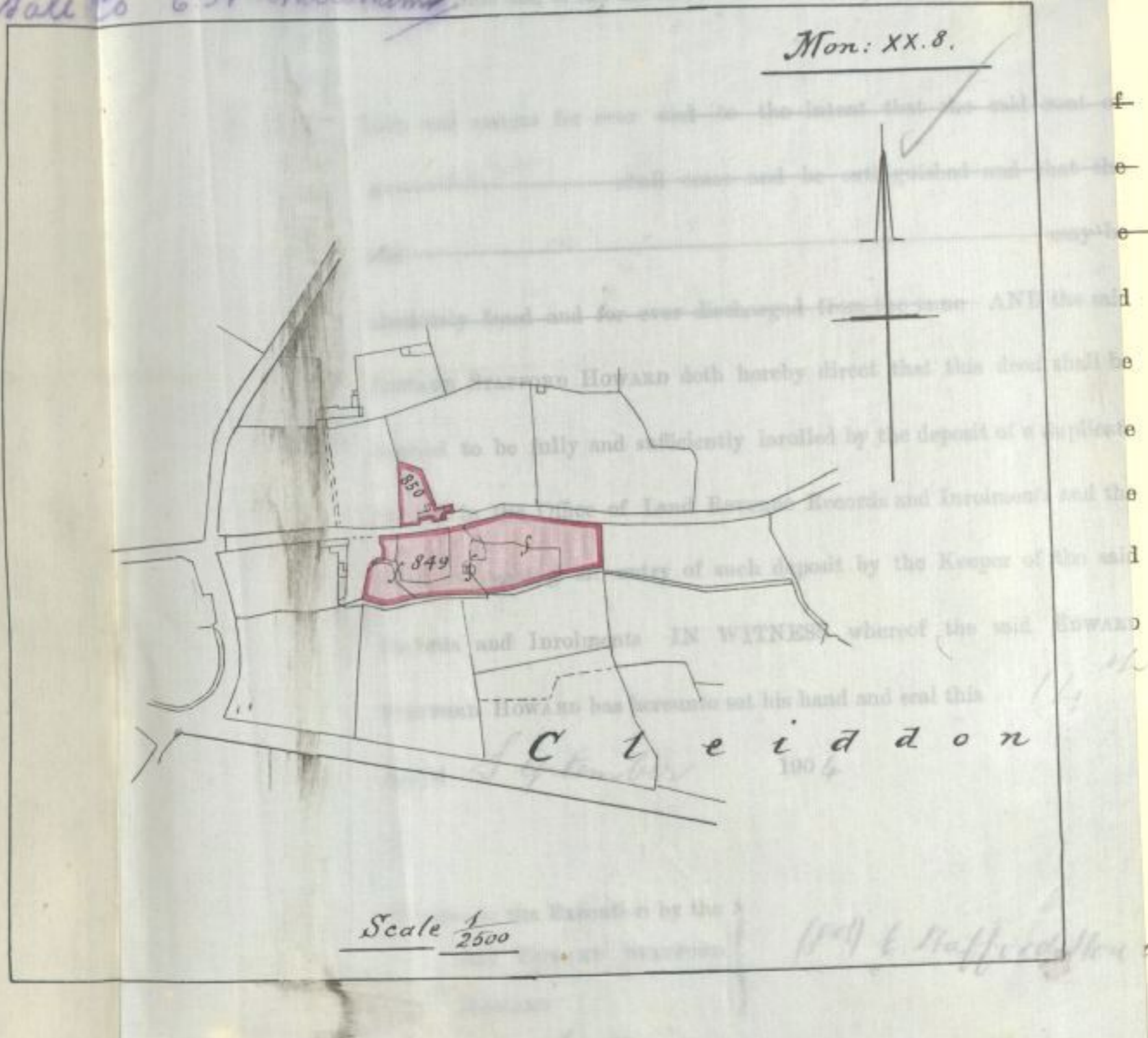
has
Rec
m

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

f. Mellick

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

Sale to E. A. Snailham



*Surveyor of Hope of
81 Duke St. Grosvenor Sq
London.*

Barw. at Law

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 *Esther Snailham her*~~

~~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~~

day of *September* 1904

Witness to the Execution by the
said EDWARD STAFFORD
HOWARD

(sd) E. Stafford Howard *(sd)*

*Herbert J. Hope of
81 Dukes St. Grosvenor Sq
London.*

Barr-at-law

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.

16-9-1904

W. J. Green
Asst. Keeper of the Records.

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TINTERN ESTATE.

Copy

Agreement made this *17th* day of *September*, 19 *04*,

BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part;
EDWARD STAFFORD HOWARD, ESQUIRE, C.B., a Commissioner of His
Majesty's Woods, of the second part, and *Ebenezer Jordan of Beacon*

All Farm, Trelleck (hereinafter called "the Tenant,") of the third part.
WHEREBY the said EDWARD STAFFORD HOWARD as such Commissioner agrees
to let to the Tenant who agrees to take from year to year on the terms and subject
to the conditions and reservations following the farm lands and tenement known as
Beacon Hill Farm situate in the
Parishes of *Trelleck and Trelleck Town*
and County of *Monmouth* ~ ~ and containing *55* a. *0* r. *28* p.
or thereabouts more particularly described in the Schedule hereto and delineated and
colored red on the plan hereto.

1. The tenancy to commence on the *second* day of *February* 19 *04*
and to continue yearly until the Commissioner or Commissioners for the time being of
His Majesty's Woods in charge of the premises (hereinafter called the Commissioner) or
the Tenant determine the same by six months' previous notice in writing AND if such
notice proceed from the Commissioner the same may be given to the Tenant or left
upon the premises for him or sent to him by registered post and if such notice shall
proceed from the Tenant the same shall be left at the local Office of the Com-
missioners of Woods and the 33rd Section of the Agricultural Holdings (England)
Act 1883 shall not apply.

2. The rent to be *£45 (forty five)* per annum, payable Half-yearly to the
Crown Receiver for *Tintern* ~ ~ on the *second* ~
day of *February* ~ and the *second* ~ day of *August* ~

An additional yearly rent to be paid of twenty pounds for each acre (and so in
proportion for any less quantity than an acre) of meadow or permanent pasture land
hereby agreed to be let which the Tenant shall without the required consent plough
break up or dig for any purpose the first payment of such additional rent to be made on
such of the said half-yearly days as shall first happen after any such ploughing breaking
up or digging and to continue payable during the residue of the tenancy.

Provided that in the event of the Tenant leaving after giving or receiving notice
or otherwise on any determination of the tenancy the last half-year's rent shall be
deemed to be and shall be due and payable on the *2nd* day of *August* ~ ~
next previous to quitting.

3. The Tenant to bear and pay all parliamentary parochial and other rates taxes
and other outgoings whatsoever for or in respect of the said premises except Landlord's
property tax and tithe rent-charge.

4. The Tenant not to plough or break up or dig for any purpose any meadow or
permanent pasture land without the consent in writing of the Commissioner in each
case. All minerals quarries and beds of stone gravel or sand and also all woods and all
timber and other trees saplings and underwood and brushwood are reserved to His
Majesty his successors and assigns with full power to get work cut fell stack and carry
away the same respectively doing as little damage as the nature of the case may admit.

5. All game woodcocks snipes fish and wildfowl on the premises and the
exclusive right of sporting on the same premises are reserved to His Majesty his
successors and assigns but subject as to hares and rabbits to such concurrent rights as
the Tenant may if he thinks fit exercise under the provisions of the 43rd and 44th
Victoria chapter 47.

6. The Tenant to manage all the land in a good and husbandlike manner and not
to mow any portion of the meadow or permanent pasture land more than once in any one
year.

7. The Tenant to keep the inside of all farm houses and buildings in good
repair and condition and the windows properly glazed and mended and also to keep in
good and substantial repair all gates fences ditches and embankments of watercourses
and to keep open all drains outfalls and watercourses. Tenant to haul free of charge all
materials needful for repairing all farm houses and buildings in his occupation.

8. The Tenant at all times to live in the dwelling house and not to underlet or
part with the possession thereof or of the lands or premises or of any part thereof.

9. The Tenant to feed and consume on the premises all hay and other consumable
produce and to carry out and spread all manure arising therefrom on the land.

Inrolled 19 Sept 04

10. The Commissioner reserves the power of taking at any time after the expiration of one month's notice given to the Tenant any portion of the land for planting or building or quarrying or enclosing or any improvement allowing the tenant a proportionate reduction from the rent for every acre or part of an acre so taken and making reasonable compensation for damage to any growing crop.

11. The Tenant at the expiration of his tenure to be allowed the use of and such part of the sheds and fold as may be assigned by the Commissioner to feed his cattle and consume the hay straw and other produce of the farm until the 1st day of May next after the expiration of his tenancy he leaving the dung and manure arising therefrom on the premises and all other arrangements between the outgoing Tenant and the incoming Tenant or the Commissioner to be settled according to the custom of the country which custom the Tenant hereby declares to be fair and reasonable subject nevertheless to the conditions and stipulations contained in these presents so far as such conditions and stipulations extend.

12. Any compensation to which the Tenant shall be entitled on quitting his tenancy for improvements comprised in parts 2 and 3 of the First Schedule to the Agricultural Holdings Act 1900 which at the determination of the tenancy shall be unexhausted to be assessed on the scale of compensation for unexhausted improvements drawn up by the Monmouthshire Chamber of Agriculture in 1903 or any modification thereof which may be made from time to time by such Chamber and adopted at a General Meeting and all other claims (other than for rent) which either the Landlord or Tenant may be entitled to make against the other of them under these presents or otherwise if not agreed to be settled by two Arbitrators or their Umpire in conformity with the provisions for Arbitration under the Agricultural Holdings Act 1900 and to have a like effect as an Arbitration under such Act.

13. The Commissioner to have a right of re-entry on non-payment of the rent for twenty-one days whether legally demanded or not or on breach of any of the Tenant's Agreements.

14. In case the Tenant shall become bankrupt or make any assignment of his effects or in case any execution shall be levied upon his goods and chattels the Commissioner shall have the power to take possession of the whole of the land and premises the subject of this agreement without any notice to quit being served and in such case this agreement shall become null and void and the Commissioner shall have immediate possession of the whole taking but shall be entitled to claim and recover rent up to the time at which possession is taken.

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.

As WITNESS the hands of the said parties.

WITNESS to the Signature of
the said EDWARD STAFFORD HOWARD } (Sd) E. Stafford Howard

Ronald Mackay
Solicitor
Thurso

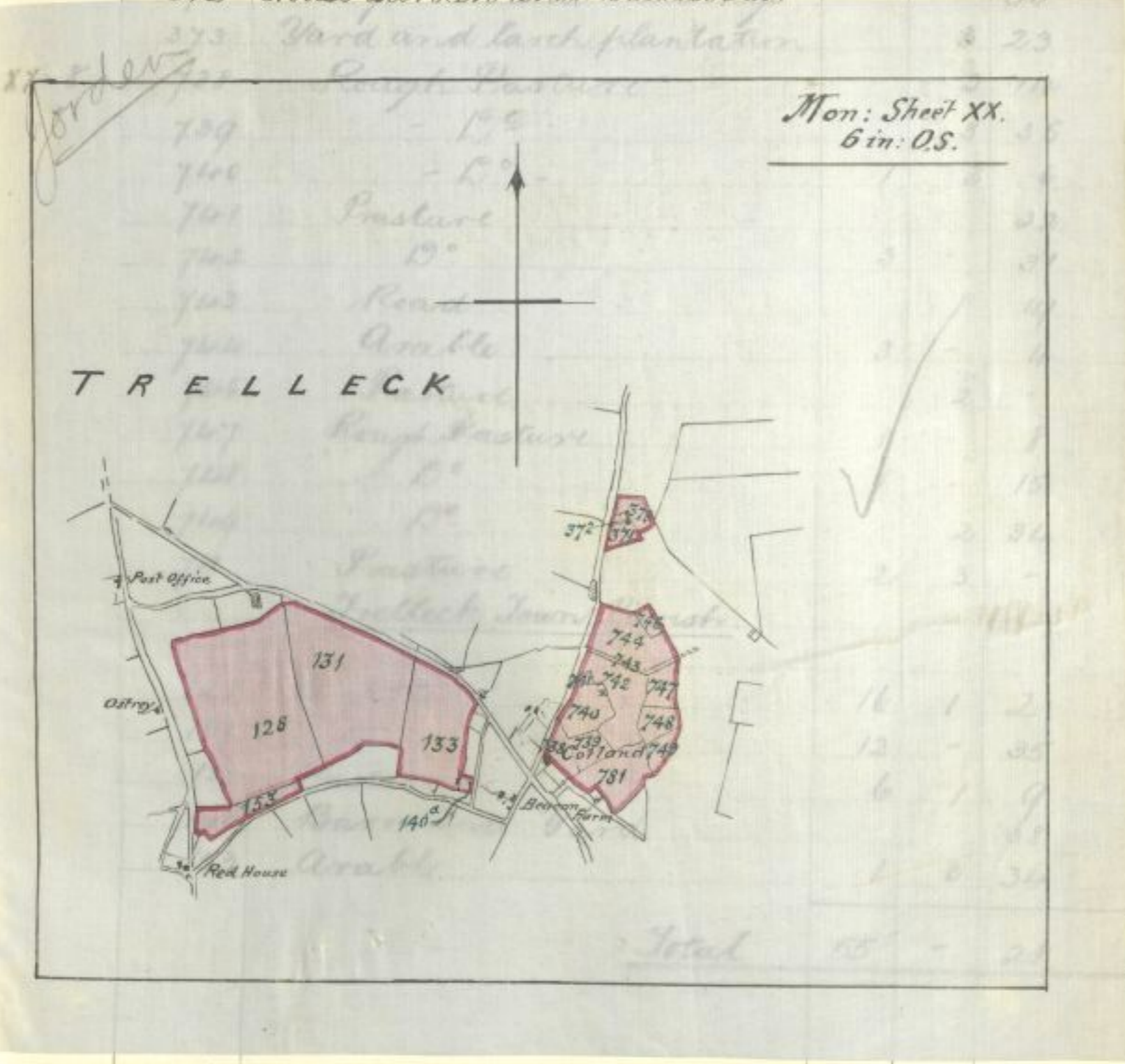
WITNESS to the Signature of the said } (Sd) Ebenezer Jordan

W. J. Yarr
Crown Offices
Monmouth

X 189

THE SCHEDULE hereinbefore referred to.

No. of Map.	No. on Map.	Description of Land or Building.	Area.		
			A.	R.	P.
<u>Trelleck Parish</u>					
XX. 4	371	Pasture		2	19
	372	House garden and buildings			30
	373	Yard and larch plantation		3	23



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

19 September 1904

W. J. Green

Asst. to Keeper of the Records.

THE SCHEDULE hereinbefore referred to.

No. of Map.	No. on Map.	Description of Land or Building.	Area.		
			A.	R.	P.
		<u>Trelleck Parish</u>			
XX 4	371	Pasture		2	19
	372	House garden and buildings			30
	373	Yard and larch plantation		3	23
8	738	Rough Pasture		3	14
	739	- 19° -		3	35
	740	- 19° -	1	3	6
	741	Pasture			32
	742	19°	3	-	31
	743	Road		1	19
	744	Arable	3	-	4
	746	Pasture		2	-
	747	Rough Pasture	1	-	8
	748	19°	1	-	15
	749	19°		2	34
	751	Pasture	2	3	-
		<u>Trellecks Town Parish</u>			
	128	Arable	16	1	2
	131	19°	12	-	35
	133	Pasture	6	1	9
	140 ^a	Barn and Yard			38
	153	Arable	1	3	34
		<u>Total</u>	55	-	28.

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

19 September 1904

W. J. Green

Asst. to Keeper of the Records.

Dated _____ 190

E. STAFFORD HOWARD, Esq., C.B.,
A Commissioner of His Majesty's
Woods, &c.,

AND

Agreement for letting and

taking

from year to year from

19

Rent £

Per Ann.

W. B. & L. (S)-20263-250-44

Dated
190
...

2
/1
by
Kant
0/5

Sept 1905

Dated
15 Sept 1904

New Forest

to Stafford Howard
Esq. C.B. a
Commissioner of
His Majesty's Woods
etc

to
Messrs Carly &
Britton

lease

of the Victoria
Tilery at
Brockenhurst &
License to get
blay etc.

Commences 29 Sept '04
Term of years 14
Expires 29 Sept 1918

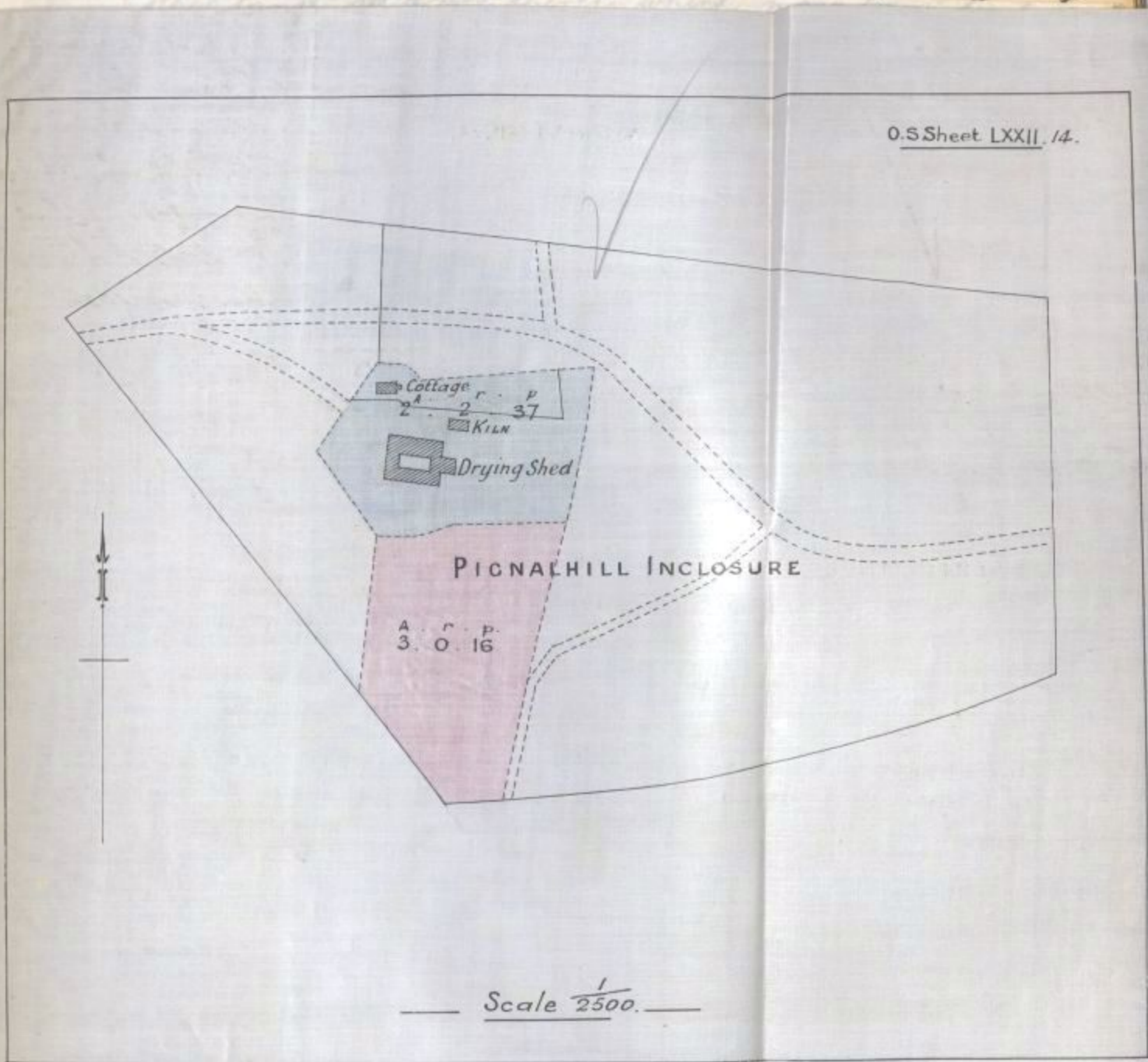
Rent £30 p. a

Determinable as
within mentioned

*Grant of addi-
tional land as
per plan annexed
see F. 3477/15 in
File F. 4258*

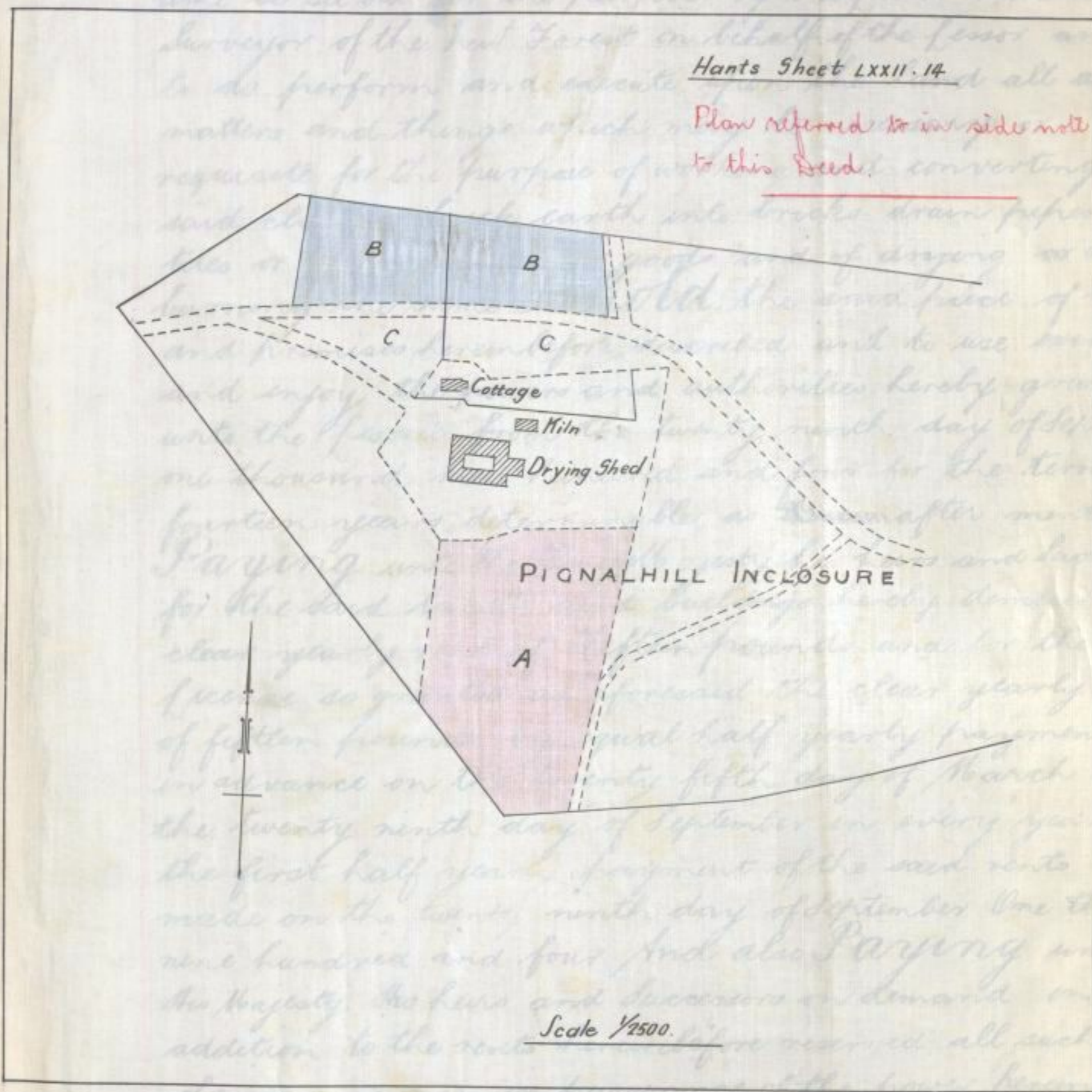
This Indenture made the fifteenth day of September one thousand nine hundred and four. Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esq. C.B. the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the hereditaments intended to be hereby demised of the second part and Alfred Yale Carly and Edwin Britton both of Brockenhurst in the County of Southampton Brick and tile manufacturers (hereinafter called the Lessees) of the third part. Witnesseth that in consideration of the rents hereinafter reserved and of the covenants and provisions hereinafter contained The said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1894 and of all other powers in anywise enabling him so to do and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the seventh day of ~~the~~ ^{July} one thousand nine hundred and four. Doth on behalf of His Majesty demise and lease unto the Lessees All that piece of land with the cottage woodhouse drying shed and kiln and other buildings erected thereon containing by admeasurement Two acres two roods and thirty seven perches or thereabouts now or lately used as a Tilery and called or known by the name of the Victoria Tilery situate at Brockenhurst aforesaid which said premises are delineated and coloured blue on the plan drawn in the margin of the presents Reserving unto His Majesty His heirs and Successors all timber and other trees upon and all mines minerals and substrata under the said demised premises Together with full power and authority subject to the covenants hereinafter contained for the Lessees to.

to dig search for and raise the clay brick + tile earth from within or under the land containing Three acres and sixteen perches or thereabouts adjoining the piece of land hereinbefore described and coloured red upon the said plan and from within or under any



hereinafter defined) for insuring any building or buildings for the time being 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 deduction except

to dig search for and raise the clay brick + tile earth from within or under the land containing Three acres and sixteen perches or thereabouts adjoining the piece of land hereinbefore described and coloured red upon the said plan and from within or under any



hereinafter defined) for insuring any building or buildings for the time being 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 deduction except

to dig search for and raise the clay brack + tile earth from within or under the land containing Three acres and sixteen perches or thereabouts adjoining the piece of land hereinbefore described and coloured red upon the said plan and from within or under any other land adjacent thereto which may from time to time be set out for the purpose by the lessor or the Deputy Surveyor of the New Forest on behalf of the lessor and to do perform and execute upon the land all acts matters and things which may be necessary or requisite for the purpose of working and converting the said clay or brick earth into bricks drain pipes tiles or other articles or goods and of drying ~~xxx~~ and burning the same **To hold** the said piece of land and premises hereinbefore described and to use exercise and enjoy the powers and authorities hereby granted unto the lessors from the twenty ninth day of September one thousand nine hundred and four for the term of fourteen years determinable as ~~hereinafter~~ hereinafter mentioned **Paying** unto the King's Majesty his heirs and Successors for the said lands and buildings hereby demised the clear yearly rent of Fifteen pounds and for the License so granted as aforesaid the clear yearly rent of fifteen pounds by equal half yearly payments in advance on the twenty fifth day of March and the twenty ninth day of September in every year the first half yearly payment of the said rents to be made on the twenty ninth day of September One thousand nine hundred and four. And also **Paying** unto His Majesty His heirs and Successors on demand in addition to the rents 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 for the time being 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 deduction
except

except in respect of Landlords Property Tax And
 the lessees hereby jointly and separately covenant
 with His Majesty, His heirs & Successors in manner
 following that is to say:—

1 To pay to His Majesty His heirs & Successors the said
 respective rents hereinbefore reserved at the times
 and in manner hereinbefore appointed for the payment
 thereof. And that if default shall be made for the
 space of twenty one days in payment of the aforesaid
 rent or any part thereof then and so often as the
 case shall happen the lessor or his Agent may distrain
 all or any ^{day} brick earth bricks tiles and other articles
 and goods machinery engines implements utensils
 horses carts carriages and other live or dead stock upon
 the premises hereby demised or any part thereof and
 all other the goods chattels and effects of the Lessees
 wheresoever the same may be and sell and dispose
 of the same towards satisfaction and payment of
 the arrears of rent and of all costs and charges
 incident to or occasioned by such distress and sale.

2 To pay all taxes rates charges assessments
 impositions and outgoings whatsoever now or hereafter
 payable in respect of the said premises or any
 part thereof (except Landlords Property Tax)

3 To keep and uphold at all times during the said
 term and to leave at the end or sooner determination
 thereof in good and substantial repair and condition
 the cottage and outbuildings with the fixtures therein
 and the fences round the garden and all walls
 gates stiles drains outfalls culverts watercourses
 sewers hedges ditches and fences now being or that
 may hereafter be on the demised premises and as to
 such parts of the said buildings and fences as
 have been or are usually painted or tarred properly
 painted ^{and} tarred and the kiln and drying sheds
 in as good a condition as they now are

4 At all times during the tenancy to keep all buildings
 for

for the time being on the said premises insured against loss or damage by fire in the joint names of the Kings Majesty, His heirs and successors and the lessees in some Insurance Office or Office approved of in writing by the Lessor in a sum equal to three fourth parts at the least of the actual value thereof respectively and to shew whenever required so to do to the said Deputy Surveyor the policy or policies of insurance ^{and} the receipt or receipts for the premium ^{or} premiums in respect thereof for the current year. And if default shall be made in keeping the buildings or any of them so insured or in the production of the policy or policies or receipt or receipts as aforesaid the Lessor may insure the said buildings or any of them in such name or names as he may think fit in the amount herebefore mentioned or in any less amount and all monies paid for such purpose shall be recoverable as rent hereby reserved and in arrear. And all monies payable under any insurance shall be received by the Lessor and applied in rebuilding and reinstating the buildings in respect of which the same shall be paid.

5 Not to search for or get any clay tile or brick earth from any land except from such lands as have been previously set off and defined therefor by the Deputy Surveyor of the New Forest and before searching for or getting any clay tile or brick earth to remove the top soil from the land from which the clay or brick earth shall be intended to be dug or got and immediately after the clay or brick earth shall have been dug and removed from any part of the said land to carefully level & slope the same and relay the top soil thereof to the satisfaction of the Lessor.

6 To search for dig and raise the clay tile and brick earth in a fair and proper way and to carry on and manage all the works for the time being upon the said premises in the like manner as works of the like nature and situation are usually carried on and managed and to the satisfaction of the Lessor and to use the said piece of land hereby demised only for the purpose of making

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making and manufacturing bricks drains pipes tiles and other articles and goods thereon.

7

Before interfering in any way with any of the said land coloured red or with any land adjacent thereto set out as aforesaid to pay to His Majesty his heirs or Successors the value (to be ascertained by the said Deputy Surveyor) of all timber and other trees thereon.

8

To permit the Lessor or his Agent at all times to enter and inspect all or any of the pits and works for the time being on the land or worked or carried on by the Lessees under the power hereby granted and the state and condition thereof and if any defect shall be found in the working or conducting of all or any part of the said pits and works or any want of reparation to any of the buildings erections and works shall be found or any ditches watercourse sluices sewers or drains shall be found not properly cleared out then the Lessees shall on receiving notice to that effect correct amend and repair the same within the space of two calendar months next after the date of such notice.

9

Not at any time during the said term hereby granted to commit any unnecessary damage spoil or waste in or upon the premises hereby demised or any part thereof or in the exercise of the powers hereby granted.

10

In the exercise of the powers hereby granted to do or permit or suffer to be done as little damage or injury as possible to the timber and other trees belonging to His Majesty in other parts of the New Forest and in case any such injury or damage shall appear the Lessees shall on demand pay to His Majesty His heirs or Successors compensation for such injury or damage occasioned as aforesaid the amount of which compensation shall be settled by the said Deputy Surveyor whose award shall be final.

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Not to assign underlet or otherwise part with the

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demised premises or any part thereof for the whole or any part of the term hereby granted without the consent of the Lessor ^{in writing} for that purpose first had and obtained. And to procure at their own costs all assignments which shall at any time be made of these presents or of the premises hereby 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 to be within six calendar months from the date thereof lodged in the Office of the Commissioners of Woods in order that a minute or docket thereof may be entered and on demand to pay the usual fees therefor.

Provided always that if the said rents hereby respectively reserved or any part thereof shall be in arrear for sixty days or if there shall be a breach of any of the covenants hereunbefore contained Or if the Lessees shall either voluntarily or involuntarily do or suffer to be done any act whereby or in consequence whereof their interest in the premises hereby demised shall become vested in any person or persons except by bequest or by representation as executor or administrator without such consent as aforesaid then and in any of the said cases the said grant shall cease and be determined and the Lessor may reenter upon and retain possession of the demised premises together with all engines tools, machinery and other working gear 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 King's Majesty, His heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made.

Provided also that the term hereby granted may be determined at the end of the seventh year thereof either by the Lessor upon giving to the Lessees

calendar months notice in writing for that purpose or by the Lessees upon giving to the Lessor a similar notice and paying the rent up to the end of the term so determined and any such notice given by the Lessor shall be delivered at or sent by post to the usual or last known place of business or residence of the Lessees or one of them and any notice given by the Lessees shall be delivered at or sent by post to the Office in London for the time being of the Commissioners of Woods but any such determination shall be without prejudice to any remedies or rights of the Lessor in respect of any breaches by the Lessees of all or any of the covenants and conditions on their part hereinbefore contained.

Provided lastly and it is hereby agreed and declared that ^{the} term 'Lessor' herein means the King's Majesty, His heirs, Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

And the said ^{as such Commissioner as aforesaid} 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 Inrolment 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.

(S^d) E. Stafford Howard (L.S.)

Signed sealed and delivered
by the above named Alfred
Yale Early in the presence of

George Isaac Avery
Ashley
New Milton S.O.
Schoolmaster

(S^d) Alfred Yale Early (L.S.)

Signed sealed and delivered
by the above named Edwin
Britton in the presence of

Geo. Isaac Avery
Ashley
New Milton S.O.
Schoolmaster

(S^d) Edwin Britton (L.S.)

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

8th October 1904
G. H. Overend: Asst^{ly} Keeper of the Records.

