

Dated 15<sup>th</sup> March 1894

R  
422.

**Articles of Agreement** made the fifteenth —  
day of March — One thousand eight hundred and ninety four  
Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part  
~~E. Stafford Howard~~  
~~GEORGE CULLEY~~, ESQUIRE a Commissioner of Her Majesty's Woods Forests and  
Land Revenues of the second part and *William James of Myrtle Villa*  
*Lydbrook in the County of Gloucester* —

and

*Mr W. James*

hereinafter called "the said Tenant" of the third part —

~~E. Stafford Howard~~  
THE said ~~GEORGE CULLEY~~ as such Commissioner as aforesaid on behalf of  
Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her  
Majesty to take and rent as tenant to her Majesty ALL THAT "The liberty  
of feeding or grazing with horses cattle & sheep over  
the freehold enclosure called *Ballets Wood* situate in the  
Township of West Dean in H. M's Forest of Dean, ~  
containing 42 ac. - 3 ro. - 8 p. or thereabouts and more ~  
with the appurtenances situated particularly delineated on the  
plan annexed hereto, and thereon coloured pink ~

AGREEMENT for Letting  
grazing over *Ballets*  
enclosure —

on a Yearly Tenancy from the  
1<sup>st</sup> February 1894.

0<sup>o</sup> 0<sup>d</sup> per Annum.

lately in the  
occupation of \_\_\_\_\_  
together with the fixtures therein TO HOLD the same hereditaments to the said  
tenant —  
from the *first* — day of *February, 1894* — as tenant  
from year to year (the tenancy being however determinable as after mentioned) at  
the yearly rent of *Eleven 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 *first* —  
day of *May* — the *first* — day of *August* —  
the *first* — day of *November* — and the *first* — day  
of *February* — in every year the first Quarterly payment to be due on the  
*first* — day of *May next* — AND the said  
tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent  
of *Eleven pounds* on the days and in the manner aforesaid And will also  
pay the land tax sewers rates tithes or tithe rent charge 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

422

Dated 15<sup>th</sup> March 1894*R*  
Articles of Agreement made the fifteenth

day of March — One thousand eight hundred and ninety four

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part

*E. Stafford Howard*  
~~GEORGE CULLIY, ESQUIRE,~~a Commissioner of Her Majesty's  
Woods, &c.*E. Stafford Howard*  
~~GEORGE CULLIY, ESQUIRE~~ a Commissioner of Her Majesty's Woods Forests andLand Revenues of the second part and *William James of Myrtle Villa**Lydbrook in the County of Gloucester*

and

*Mr W. James*

hereinafter called "the said Tenant" of the third part

*E. Stafford Howard*THE said ~~GEORGE CULLIY~~ as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her Majesty to take and rent as tenant to her Majesty ALL THAT The liberty of feeding or grazing with horses cattle & sheep over the freehold enclosure called Vallets Wood situate in the Township of West Dean in H. M's Forest of Dean, containing 42 ac. - 3 ro. - 8 p. or thereabouts and more with the appurtenances situated particularly delineated on theAGREEMENT for Letting  
grazing over Vallets  
Enclosure —  
on a Yearly Tenancy from the  
,<sup>st</sup> February 1894.

Order Sheet XXXL 5M	in the
<i>XXXI. 13</i>	
together with the Services therein TO HOLD the same hereditaments to the said	
tenant	
from the <i>first</i> day of <i>February, 1894</i> — as tenant	
from year to year (the day being however determinable as after mentioned) at	
one pound per annum to be paid to the <i>Deputy-</i>	
free from all taxes rates and deductions whatsoever	
the second Quarterly payment on the <i>first</i> —	
the <i>first</i> — day of <i>August</i> —	
the <i>first</i> — and the <i>first</i> — day	
every year the first Quarterly payment to be due on the	
the <i>first</i> — day of <i>May</i> next — AND the said	
tenant will pay to the Queen's Majesty the said yearly rent	
in the ways and in the manner aforesaid And shall also	
with the tithe or tithe rent charge and all other rates taxes and	
duties and impositions to be	
imposed in respect of the said premises. Together with a proportionate part hereof	
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	

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AND also will keep the said premises and ~~any~~ fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition ~~and will also~~ ~~keep the windows properly glazed and mended~~ and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said ~~E. StafforD Howard~~ ~~Gronde Cullen~~ or other the Commissioner or Commissioners for the time being of Her 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 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 Her Majesty's Woods Forests and Land Revenues AND the said ~~E. StafforD Howard~~ ~~Gronde Cullen~~ 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.

Feb 3

Signed by the above-named  
~~E. StafforD Howard~~  
~~Gronde Cullen~~ in the  
presence of }

(signed) J. M. Duncan,

Office of Woods &c.,

Whitehall Place.

(signed) E. StafforD Howard.

Signed by the above-named  
William James  
in the presence of }

(signed)

Marmaduke Damer,

Whitemead Park.

(signed) William James

Dated 2<sup>nd</sup> June  
1894

New Forest.

## An Agreement

made the second day of June One thousand

eight hundred and ninety four Between Edward Stafford Howard Esquire the Commissioner the Commissioner of Her Majesty Woods Forests & Land Revenues to whom the management of the New Forest in the County of Southampton has been committed - of the one part The Highway Board for the Lymington Highway District in the said County (hereinafter called the Board) of the other part **Whereas** prior to the

Edward Stafford Howard passing of the Act of Parliament 46 and 47 Victoria Chapter 86 intituled "The New Esquire a Commissioner Forest Highways Act 1863" The Parish of Brockenhurst in the New Forest formed part of of Her Majesty Woods &c. the Lymington Highway District and by the Act the said Edward Stafford Howard as

and such Commissioner as aforesaid and the Board as the Highway Authority having

The Lymington Highway jurisdiction over the said Parish are (inter alia) empowered from time to time to

make and carry into effect agreements concerning the execution and expenses of the repair and maintenance of any highways or roads made or to be made within such Agreement Parish and not for the time being repairable by the inhabitants of any Parish or portion of or Township or any highway authority with power to make provision in road within any such agreement that any such highway or road should be put into repair or made wholly or in part by the said Edward Stafford Howard as Brockenhurst being such Commissioner as aforesaid and on being certified by the County Surveyor to be in good repair become a road repairable by the inhabitants of the parish or Township in which it is situate and accordingly be maintained as a highway by and at the expense of the Highway Authority for the time being having jurisdiction over such Parish or Township and by the said Act it is also provided that any such agreement may also contain any other terms conditions or provisions that may be agreed on between the said Edward Stafford Howard and the Board and will be as effectual as if it had been expressly sanctioned by the said Act

And **Whereas** the portion of the road from Brockenhurst to Wooton situate in the said Parish of Brockenhurst and lying ~~along~~ to the Eastward of the point 'A' on the plan hereto is a highway repairable by the Board but the portion of the said Road lying between the points 'A' & 'B' on the said plan has not yet been thoroughly put into repair & formally taken over by them it has been agreed that the Board shall put it into repair and take it over as hereinafter provided **Now** these presents witness that the said Edward Stafford Howard as such Commissioner as aforesaid and the Board hereby mutually agree as follows.

(1) **The** portion of the road leading from Brockenhurst to Wooton in the said County of Southampton and lying between the points 'A' & 'B' and shewn by red colour on the plan to these presents shall be put into good repair by the Board at the joint expense of Her Majesty her heirs and successors and the Board or their successors such expense being borne by Her Majesty her heirs and successors and the Board or their successors in equal moieties the portion

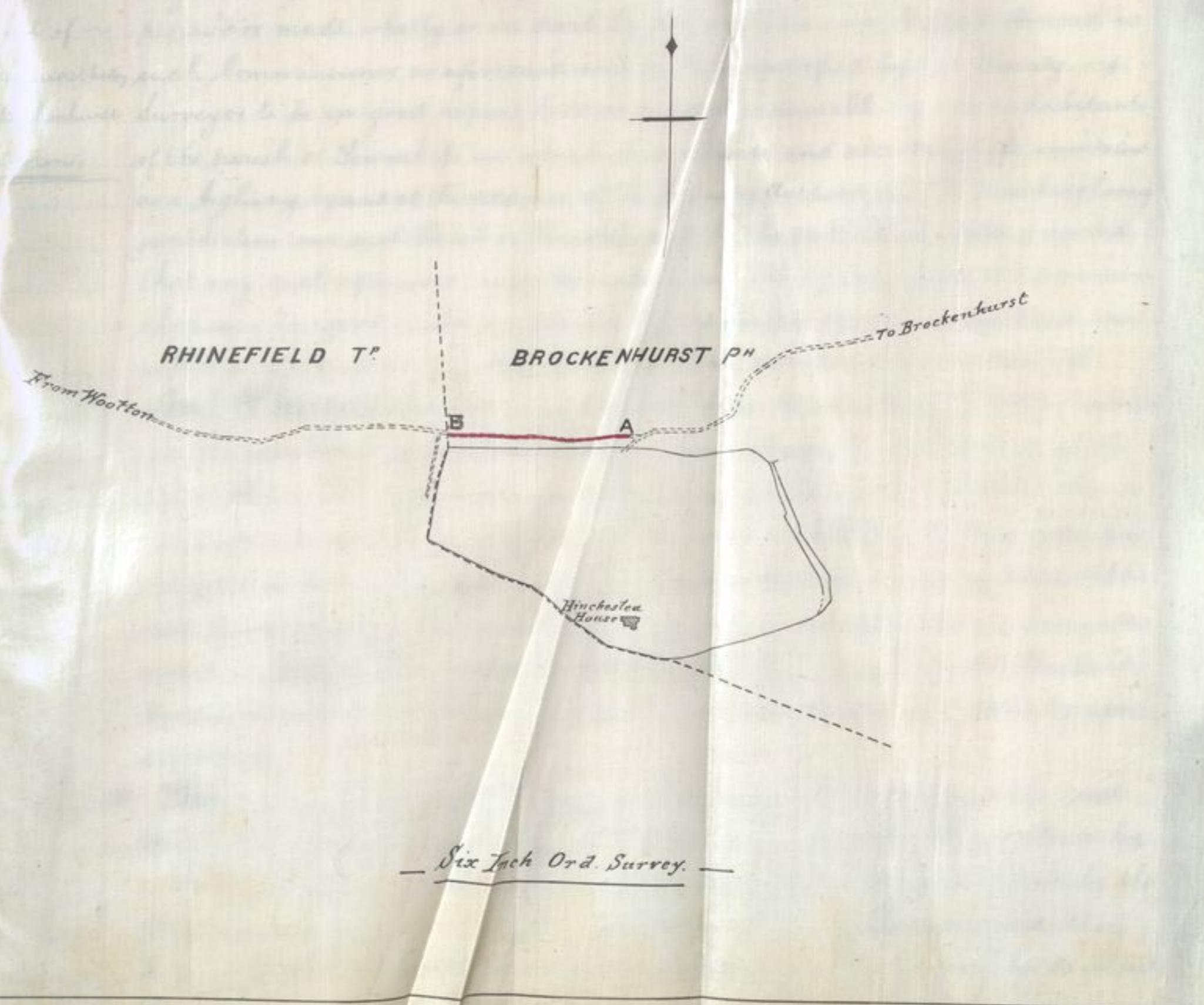
Dated 2<sup>nd</sup> June  
1894

# Mr Agreement

442.

made the second day of June One thousand eight hundred and ninety four **Between** Edward Stafford Howard Esquire the Commissioner the Commissaries of Her Majesty Woods Forests & Land Revenues to whom the management of the New Forest in the County of Southampton has been committed - of the one part The Highway Board for the Lymington Highway District in the said County (hereinafter called the Board) of the other part **Whereas** prior to the Edward Stafford Howard passing of the Act of Parliament 46 and 47 Victoria Chapter 86 intituled "The New Forest Highways Act 1863" The Parish of Brockenhurst in the New Forest formed part of of Her Majesty Woods, the Lymington Highway District and by the Act the said Edward Stafford Howard as such Commissioner as aforesaid and the Board as the Highway Authority having - The Lymington High jurisdiction over the said Parish are (inter alia) empowered from time to time to

Sheets 79 & 80.  
Hampshire.



H.H.S.

portion payable by Her Majesty being paid to the Board upon the production to the said Edward Stafford Howard or the Commissioners of Woods for the time being in charge of the New Forest of the certificate of the ~ County Surveyor referred to in the next succeeding clause hereof.

(2) When and so soon as the said before mentioned portion of road shall be certified (in accordance with the provisions of the said Act) by the County Surveyor to be in good repair the same shall thereafter be from time to time repaired by the inhabitants of the Parish or Township in which the same is situate & be maintained as a Highway by and at the expense of the ~ Highway Authority for the time being having jurisdiction over such Parish or Township.

In Witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Board have caused their common seal to be hereunto affixed the day and year first above written

(sd) E. Stafford (C) Howard (sd) J. Davis (C) Rawlins

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

(sd) J.M. Duncan

Office of Woods &c.

Whitehall Place

The Seal of the within named Lymington Highway was hereunto affixed at a meeting of the said Board held on the day of the date hereof in the presence of

(C) Henry S. S. Meager

Clerk to

J. Davis Rawlins

Clerk to the said Board

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

21<sup>st</sup> June 1894

KW

(sd) H.G. Hewlett

Keeper of the Records.

New Forest.

Easement - Brockenhurst

Mr. Belloni

Tours for  
permission to make  
road.

14 Jan. 18

New Forest.

Easement - Brockenhurst

Mr. Belloni

As regards  
yearly acknowledgement  
to be charged

2/1/94

This Indenture made the third day of  
March One thousand eight hundred and ninety four Between  
The Easter Hematite Iron Ore Company Limited,  
Dean Forest hereinafter called the Company of the first part David  
Roberts of N<sup>o</sup>. 17 Church Street Cardiff in the County of  
The Easter Glamorgan Accountant of the second part The Reverend  
Hematite James Michaelmas Barrett of St. Margaret's Vicarage  
Iron Ore Company Lincoln, Clerk in Holy Orders and Canon of Lincoln Cathedral  
Sollers James John Grenfell Borlase of Pittville Crescent,  
Cheltenham in the County of Gloucester, Gentleman, of the  
— 6 — third part Edward Stafford Howard Esquire a  
The Queen's Commissioner of Her Majesty's Woods in charge of the premises  
Most Excellent hereinafter mentioned of the fourth part and The Queen's  
Majesty Most Excellent Majesty of the fifth part Whereas  
the interest in the land and premises devised by the within  
Surrender written Indenture of Lease which is dated the fourth day of  
of Lease of waste July One thousand eight hundred and seventy seven and is  
land held in made between the Queen's Majesty of the first part the Honorable  
connection with James Kenello Howard then a Commissioner of Woods of the second  
The Easter Gale or part and the Company of the third part is now vested in the  
Iron Mine.  
parties hereto of the first second and third parts for all the  
residue of the term of years hereby granted and they have  
requested the said Edward Stafford Howard as such Commissioner  
as aforesaid to accept on behalf of Her Majesty a Surrender as  
from the date hereof of the same premises which the said  
Edward Stafford Howard has agreed to do Now this Indenture  
witnesseth that in pursuance of the premises they the said  
parties hereto of the first second and third parts according  
to their respective shares estates and interest therein with  
the consent of the said Edward Stafford Howard testified by  
his executing these Presents D<sup>o</sup> and each of them D<sup>o</sup>th hereby  
surrender to the Queen's Majesty All those two several pieces  
or parcels of land near Milkwall in Parkend or York Walk more  
particularly described in the within written Indenture & all other  
(if any) the premises devised by the within written Indenture  
To the intent and purpose that the term of years created  
by the within written Indenture and all the estate and interest  
now subsisting in the said premises under or by virtue of the  
same Indenture may be merged and extinguished in the  
reversion freehold and inheritance of the said premises now

May 20th 1894

vested in Her Majesty in right of Her Crown And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the Company hath caused its common seal to be hereunto affixed and the said parties to these presents of the second third and fourth parts have hereunto set their hands and seals the day and year first above written.

J M Barrett

Jas J G Borlase  
Edward Stafford Howard

Signed sealed and delivered by the above named David Roberts in the presence of

Signed sealed and delivered by the above named James Michaelmas, Barrett in the presence of

Wm W Smith

88 West Parade, Lincoln

Secretary to the Lord Bishop of Lincoln

Signed sealed and delivered by the above named James John Grenfell Borlase in the presence of

T Buchanan

Chesterfield

Bank Manager

Signed sealed and delivered by the above named Edward Stafford Howard (the name address and description of Osman Barrett who died on the 17<sup>th</sup> day of January 1890 having been previously struck out) in the presence of

J M Duncan

Office of Woods &

Mitchell Place

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

2<sup>nd</sup> April 1891

H G Newlett

Keeper of the Records.

Received from Mr. H. G. Newlett  
2<sup>nd</sup> April 1891

433.

*Recd*

Dated 23<sup>rd</sup>  
April 1894.

Forest of Dean.

Edward Stafford Howard Esq. The Commissioners of Her Majesty's Woods in charge of the hereditaments hereinafter described of the second part and William Brown of Berry Hill near Coleford in the County of Gloucester a Quarry Freeman hereinafter called the Lessee of the third part Witnesseth that in consideration of the rent & royalties to him reserved and of the covenants hereinafter contained The

W<sup>m</sup> Brown said Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers in him vested or

Lease of a ~ in anywise enabling him so to do Doth demise and lease unto the Stone Quarry near <sup>near</sup> Lessee his executors administrators and assigns All that Stone Quarry situate near Langham Place in Nags Head Plantation in Parkend or York Walk in the Forest of Dean and County of Gloucester being

Commencing of the length of Two hundred yards which said Quarry is numbered 25<sup>th</sup> March 1894 658 in the Deputy Surveyor's Quarry Lease Book N<sup>o</sup>. 5 and which Quarry

Term 20 hereby demised is more particularly delineated and described in Expires 29 Sept 1914 the Plan drawn in the margin hereof aforesaid colored Red To

Rent £20 p.a. hold the said Quarry unto the Lessee his executors administrators and assigns for the term of Twenty Years and one half of another Year from the twenty fifth day of March One thousand

Royalty 4<sup>d</sup> per ton on all Wrought Stone & 1<sup>d</sup> per Ton on Waste yielding and Paying therefor unto Her Majesty Her Heirs and Successors for the first half year of the said term the rent or sum of Ten pounds and during the remainder of the said term the

yearly rent or sum of Twenty Pounds by equal yearly payments on the twenty ninth day of September in every year the first payment of the said rent of Twenty Pounds to become due on the Twenty ninth day of September One thousand eight hundred and ninety five. And also

Paying to Her Majesty Her Heirs & Successors the Royalties following that is to say A Royalty of Fourpence per ton of Two thousand Two hundred and forty pounds Avoirdupois on all wrought and block stone gotten from the said land and sold used or otherwise disposed of or if such wrought and block stone shall be sold used or disposed of by ~ measurement then a royalty of Fourpence for every fourteen cubic feet of such stone And also a royalty of One penny for every like ton of Waste or inferior stone including any stone gotten from the top soil of the said Quarry such royalties to be paid by half yearly payments on the twenty fifth day of March and the

*Forfeited  
15 January*

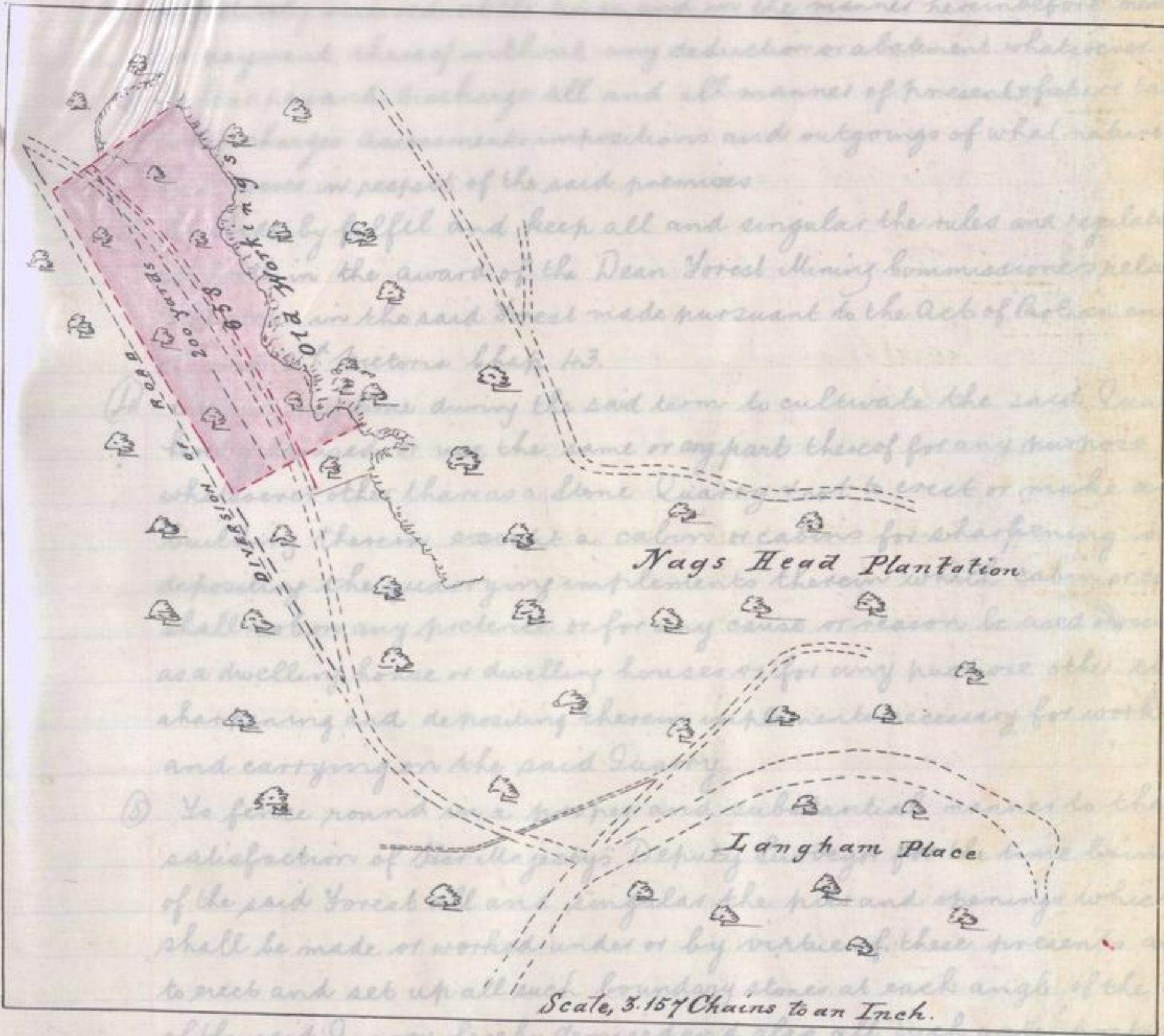
*See F 144 1900*

twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding half year all which said rent and royalties hereinbefore reserved shall be paid into the hands of the Crown Receiver for the said Forest of Dean **Provided** that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year. And the lessee covenants with Her Majesty her heirs and successors in manner following that is to say

- (1) At all times during the said term hereby granted to pay unto Her Majesty Her Heirs and Successors the said yearly rent and royalties hereby ~ respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.
- (2) To bear pay and discharge all and all manner of present & future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises.
- (3) To abide by fulfil and keep all and singular the rules and regulations set forth in the award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chap. H.3.
- (4) Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a Stone Quarry & not to erect or make any building thereon except a cabin or cabins for sharpening or depositing the quarrying implements therein which cabin or cabins shall not on any pretence or for any cause or reason be used or occupied as a dwelling house or dwelling houses or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said Quarry.
- (5) To fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up all such boundary stones at each angle of the site of the said Quarry hereby demised and also all such gates, posts, pales and other defences around or about the said Quarry as shall be necessary or as shall be required by such Deputy Surveyor for the better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said

twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding half year all which said rent and royalties hereinbefore reserved shall be paid into the hands of the Crown Receiver for the said Forest of Dean **Provided** that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year. And the lessee covenants with Her Majesty her heirs and successors in manner following that is to say

- (1) At all times during the said term hereby granted to pay unto Her Majesty



of the said Quarry hereby demised and also all other trees and other timber around or about the said Quarry as shall be necessary or as shall be required by such Deputy Surveyor for better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said

term to keep in good & substantial repair such boundary stones gates posts rails and other defences & not during the said term except where it shall be necessary for working the said Quarry to fell stub cut top or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof

- (6) Previous to the working of the said Quarry to erect a barrier or containing wall four feet high by the side of the Road at the bottom of the bank in which the Quarry is situate and to raise it from time to time as may be requisite for the protection of such Road from falling stones such barrier or wall to be erected and from time to time raised and maintained by and at the cost of the Lessee under the direction of and to the satisfaction in all respects of the said Deputy Surveyor.
- (7) To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Forest.
- (8) To keep legible books of account with correct entries of the quantities of the stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such accounts the block or wrought stone from the waste or inferior stone with the respective royalties per ton and at all times when required to produce such books of account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.
- (9) To deliver to the Lessee or to Her Majesty's said Recever or agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year and at such other times during the said term as the lessor <sup>or</sup> shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing (specifying and distinguishing as aforesaid) of the quantity of the stone which during the preceding half year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been cleared dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein

if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at or for which the same respectively shall have been sold used or disposed of every such account being if required first verified in writing under the hand of the Lessee or his chief or only agent for the time being within the same periods & at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receivers or Agent a correct plan and measurement signed by the Lessee or his chief or only agent of the lands under or from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly shewing the course and extent thereof and also to keep a like plan and measurement at the Quarry or Works or at the office belonging thereto and permit the Lessor and his agent at all times to inspect the same.

- (10) That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state & condition thereof and that the Lessee will render ~~very~~ reasonable assistance to the Lessor his Agents and Workmen or Assistants in the examination aforesaid when required & will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the Lessee's intention so to do.
- (11) To pay the Lessor on demand the value of all wood timber or other trees taken by the Lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be conclusive and binding upon the Lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the Queen's Majesty Her Heirs & successors from all actions claims and demands on account of any such injury or damage
- (12) At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet & peaceable possession of the said premises hereby demised in good order & condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects — **Provided always** that if the rent or royalties hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment Or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the —

434.

Award of the said Dean Forest Mining Commissioners herembefore mentioned which on the part of the Lessor are or ought to be observed Or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving order made against him or he shall be arrested for debt & confined in prison for fourteen days then and in any of such cases it shall be lawful for the Lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate **Provided always** and it is hereby agreed that in the event of the said Quarry being worked out it shall be lawful for the lessee to determine the term hereby granted on giving notice in writing of such purpose and intent to the Lessor at least six calendar months before the expiration of some year of the said term and such notice may be left at the Office of the Commissioners of Woods in London And it is hereby agreed that the term "Lessor" herein means the person or persons for the time being of by law entitled to the management and direction of the reversion of the demised premises And that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records & Enrolment & the filing or making an entry of such deposit by the Keeper of the said Records & Enrolments In witness whereof the said parties to these presents of the second & third parts have hereunto set their hands & seals the day & year first above written.

(sd) Stafford Howard William Brown

Signed Sealed and Delivered by the within named Edward Stafford in the presence of

(sd) J. M. Duncan,

Office of Woods &c.

Whitehall Place

Signed Sealed & Delivered by the within named W<sup>m</sup> Brown in the presence of

(sd) Thos. Scoble

Coleford, Glos.

I certify that a duplicate of this deed has been deposited in  
the Office of Land Revenue Records & Enrolments & an entry thereof made or filed by me  
30<sup>th</sup> April 1894 (sd) H. G. Hewlett, Keeper of the Records.

Dated 11<sup>th</sup> Mar  
1894

Dean Forest.

Edward Stafford Howard  
a Commissioner of the  
Majestys Woods &c  
to  
W<sup>m</sup> Alfred Rus.

Lease  
of Waste Land at  
near Cockley near  
Parkend in the Forest  
of Dean and right to  
use & maintain a line  
of pipes to be held  
in connection with  
Quarry No. 126.

commencing  
29<sup>th</sup> Sept: - 1892  
Term - - - 21  
Expires 29<sup>th</sup> Sep<sup>th</sup> 1913

Rent £1 per ann

425

Dated 15<sup>th</sup> February 1894.

Articles of Agreement made the fifteenth

day of February — One thousand eight hundred and ninety-four

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part

~~E. Stafford Howard~~

~~GEORGE CULLEY~~, Esquire a Commissioner of Her Majesty's Woods Forests and

Land Revenues of the second part and ~~George Hobbs of English-~~

Bicknor

and

*George Hobbs.*

hereinafter called "the said Tenant" of the third part

~~Edward Stafford Howard~~

THE said ~~George Culley~~ as such Commissioner as aforesaid on behalf of

Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her

Majesty to take and rent as tenant to her Majesty ALL THAT piece or parcel

of arable Land situate in the Parish of English Bicknor

in the County of Gloucester called or known as ~

Littleworth Field and containing aac. 2 ro. 8 p. or ~

thereabouts which said piece of Land is shown by red

with the appurtenances situate at colour on the annexed plan

and was

AGREEMENT for Letting

Littleworth Field

in English Bicknor

on a Yearly Tenancy from the

2<sup>nd</sup> February 1894.

Rent £ 9 - 12 - 0 per Annum.

lately in the

occupation of Mr James Keene

together with the fixtures therein TO HOLD the same hereditaments to the said

tenant his executors, administrators and assigns —

from the second day of February, 1894 — as tenant

from year to year (the tenancy being however determinable as after mentioned) at

the yearly rent of £ 9 " 12 " 0<sup>3</sup> to be paid to the Deputy

Surveyor of the Crown's <sup>Highmeadow Estate</sup> free from all taxes rates and deductions whatsoever

(except Landlord's property tax) by equal Quarterly payments on the second

day of May the second day of August

the second day of November and the second day

of February — in every year the first Quarterly payment to be due on the

second day of May, 1894 AND the said

tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent

of £ 9 " 12 " 0<sup>3</sup> on the days and in the manner aforesaid And will also

pay the land tax sewers rates ~~tithes or tithe rent charge~~ 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

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.

16th February 1824 (Signed) H. G. Newell  
Keeper of the Records.

AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said E. Stafford Howard or other the Commissioner or Commissioners for the time being of Her 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 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 Her Majesty's Woods Forests and Land Revenues AND the said E. 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.

RBC

(signed) E. Stafford Howard

Signed by the above-named  
E. Stafford Howard in the  
presence of  
GEORGE CULLEN

(signed) J. M. Duncan  
Office of Woods &c.  
Whitehall Place

Signed by the above-named  
George Hobbs  
in the presence of

(signed) George Hobbs

(signed) Thomas Morris

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ated 17<sup>th</sup> **This indenture** made the seventeenth day of April  
ril 1894. One thousand eight hundred and ninety four Between Alfred James  
Russell of Bishopswood near Ross in the County of Hereford Colliery  
Dean Forest. Proprietor the registered owner of the Gale of Coal called Old Leathers Pit granted  
to James Lingle William Word and Thomas Beddis on the sixteenth day of  
Registered <sup>eight hundred</sup> April One thousand and forty four hereinafter called the "Registered  
er of the Gale of Owner of the first part, Edward Stafford Howard Esquire a Commissioner  
of Her Majesty's Woods & Her Majesty's Gavellers of and for the Forest  
called Old Leathers. of Dean in the County of Gloucester of the second part and The Queen's  
Most Excellent Majesty of the third part Whereas the person  
holding the said Gale has desisted from working the same for a space  
the Queens exceeding five years at one time in violation of the Rule specified  
it Excellent in the Second Schedule of the Dean Forest Mining Commissioners Award of  
Majesty Coal Mines, dated the eighth day of March One thousand eight hundred  
and forty one, and the said Gale has become liable to be forfeited to  
Release of the Queen's Majesty And whereas it has been agreed between the  
workings Registered Owners, and the said Edward Stafford Howard as such Commissioner  
and Gaveller as aforesaid that in consideration of the forbearance until the  
Thirtieth day of June One thousand eight hundred and ninety eight of  
the execution of the right of reentry so accrued as aforesaid to Her Majesty  
such release and surrender of workings and such covenants and  
grants shall be executed as are hereinafter contained Now this In -  
denture witnesseth that the Registered Owners Doth by these presents  
release surrender and renounce unto the Queen's Most Excellent Majesty  
her heirs and successors all right and liberty of him the Registered  
Owner his heirs and assigns and all persons holding through or under  
him of making up the workings accumulated up to and including  
the Thirtieth day of December One thousand eight hundred & ninety  
two in respect of the said Gale and which amount to the sum of  
Forty Three pounds and nine pence Provided always and the Registered  
Owner doth covenant and agree with and to the Queen's Most Excellent  
Majesty her heirs and successors in manner following that is to say  
(1) That the said right of reentry so accrued to Her Majesty her heirs  
and successors shall not be deemed to be waived by these presents or by  
the receipt of rent or by the registration of any transfer of the said  
Gale before the Registered owner or holder of the said Gale shall have  
bona fide resumed the working thereof  
(2) That all powers of taking suit for or recovering and all obligations  
and covenants for payment of Galeage rents dead or certain rents and  
royalty or tonnage duty shall be in force and shall apply with reference

made the seventeenth  
of March One thousand and ninety four Between Andrew  
Russell of Bicknorwood near Ross in the County of Hereford  
Proprietor & his Successors owner of the gale of Coal called Old Dean &c  
to James Single in Llanv Wood and Thomas Reddick on the sixteenth  
of April One thousand and forty four hereinafter called the  
Gale of Bicknor of the first part Edward Stafford Howard Esquire a Lord  
of Her Majestys Treasurie & Her Majestys Gaveller of and for the  
Forest of Dean in the County of Gloucester of the second part and The  
Most Excellent Queen Elizabeth of the third part Whereas the person  
holding the said gale has desisted from working the same for a space  
of one hine in violation of the rules & regulations  
of the Dean Forest Mining Commission  
and for the sum of one hundred and  
forty four pounds and six pence  
whereas it has been agreed between the  
Queen and the said Edward Stafford Howard as such  
Commissioner until the  
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to the galeage rent Dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said gale without deduction of the shortworkings intended to be hereby released or any part thereof

(3) That nothing herein contained shall diminish or postpone any rights or powers of re-entry or other rights or powers of Her Majesty her heirs and successors in respect of the said gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned

And it is hereby declared that it is the intention of these presents that if the Registered Owner or holder shall on the Thirtieth day of June One thousand eight hundred and ninety eight have continued in the occupation of the said gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he holds and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the keeper of the said Records & Enrolments In Witness whereof the said parties hereto of the first & second parts have hereunto set their hands & seals the day and year first above written

(sd) Alfred James Russell

E. Stafford Howard.

Signed Sealed & Delivered by the within named Alfred James Russell in the presence of

(sd) Mary Louisa Bell  
Lydbrook  
Gloucestershire  
Spinsters

Signed Sealed & Delivered by the within named Edward Stafford Howard in the presence of

(sd) J M Duncan  
Office of Woods &c  
Whitehall Place.

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

20<sup>th</sup> April 1894.

P.W.B.

(sd) H.G. Hewlett

Keepers of the Records.

*Releas'd*

Dated 11<sup>th</sup> May  
1894

Dean Forest.

Edward Stafford Howard  
Witnesseth that in consideration of the rent & covenants hereinafter reserved and  
a Commissioner of His contained The said Edward Stafford Howard as such Commissioner as aforesaid  
Majesty's Woods &c by virtue of every power enabling him so to do Doth by these presents demise and  
to

W Alfred Rees. lease unto the Lessee All that piece or parcel of land containing Three perches  
or thereabouts situate at Nockley near Parkend in the Forest of Dean in the

said County of Gloucester which said piece of land is part of the unenclosed waste  
land of the said Forest and is more particularly described on the plan drawn on  
the margin hereof and is thereon coloured Red Except and reserving out of this  
near Nockley near Parkend together with all rights, powers and authorities incident or belonging to the  
of Dean and right to said excepted premises And together with the right to use & maintain the  
use & maintain a line of pipes between the points A. & B. shown by a blue line on the said  
of pipes to be held plan **To Hold** the said premises unto the Lessee subject nevertheless to  
in connection with the provisions of the Acts 1<sup>st</sup> + 2<sup>nd</sup> Victoria Chapter 43 and 24<sup>th</sup> and  
25<sup>th</sup> Victoria Chapter 40 from the twenty ninth day of September One thousand eight hundred and ninety two for the term of Twenty one

commencing 29<sup>th</sup> Sept. 1892 years (determinable nevertheless as hereinafter mentioned) to be held and  
used in connection with the Quarry No 126 of which the Lessee is the  
Term - - - 21 registered Owner and for no other purpose whatsoever Paying therefor  
Expires 29<sup>th</sup> Sep<sup>th</sup> 1913 during the said term unto the Queen's Majesty Her Heirs & Successors the  
Yearly rent of One pound by equal half-yearly payments on the

Rent £1 per ann  
twenty fifth day of March & the twenty ninth day of September in every  
year without any deduction or abatement whatsoever the first of such  
payments having become due on the twenty fifth day of March One thousand  
eight hundred and ninety three And the lessee hereby covenants with  
the Queen's Majesty Her Heirs and Successors in manner following that  
is to say.

(1) To pay unto the Queen's Majesty Her Heirs & Successors the said yearly  
rent of One pound on the days hereinbefore appointed for payment thereof  
without any deduction or abatement whatsoever

(2) To pay the land tax and all other taxes sewers and other rates charges  
assessments and impositions whatsoever which now are or at any time ~  
during the said term may be taxed assessed or imposed upon the said  
demised premises or any part thereof

- (3) To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at his own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid
- (4) At all times to maintain & keep the said line of hedges and all other the demised premises in good & proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining owner or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid **Provided** that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.
- (5) Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first had & obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorised not use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of in connection with the said Quarry and in strict conformity with the Acts 1<sup>st</sup> & 2<sup>nd</sup> Victoria chapter 143 section 25 & 24<sup>th</sup> & 25<sup>th</sup> Victoria Chapter 140 section 6 and (so far as the same may be applicable thereto) The rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales & Quarries in the said Forest of Dean and Hundred of St Briavels & not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining owner or owners to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or occupiers of any contiguous premises.
- (6) At the end or other sooner determination of the said term to peaceably & quietly leave surrender & yield up unto the Lessor or his or their duly

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authorised agent the said demised premises in good & proper repair order and condition and if required by the Lessor so to do to take up and remove the said line of pipes and level and restore the surface of the land through or under which the same have been laid to the full & complete satisfaction in all respects of the Lessor.

- (7) At his own costs within three calendar months from the respective dates thereof to cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof intalled in the Office of Land Revenue Records & Insolments & minutes or dockets thereof respectively to be entered in the Office of the Commissioners of Woods.

**Provided always** and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Quarry shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working gales and Quarries within the said Forest & Hundred or the Grant of the said Quarry shall be otherwise determined **Provided** further and it is hereby expressly declared and agreed that the license or authority hereby granted shall be subject in all respects to the rights of the Freeminers and those claiming title under them to Gales of Coal or Iron Mines in the said Forest of Dean & Hundred of St. Briavels & and to all such rights easements liberties and other privileges (if any) as may now lawfully exist in upon or over the said lands & premises over which the license hereby granted extends or the water hereby authorised to be used and that nothing herein contained shall in anywise authorise or empower the licensee their successors or assigns to obstruct or interfere with the opening or working of any such mine or mines or with the exercise of any such rights, easements, liberties, or other privileges (if any) as aforesaid.

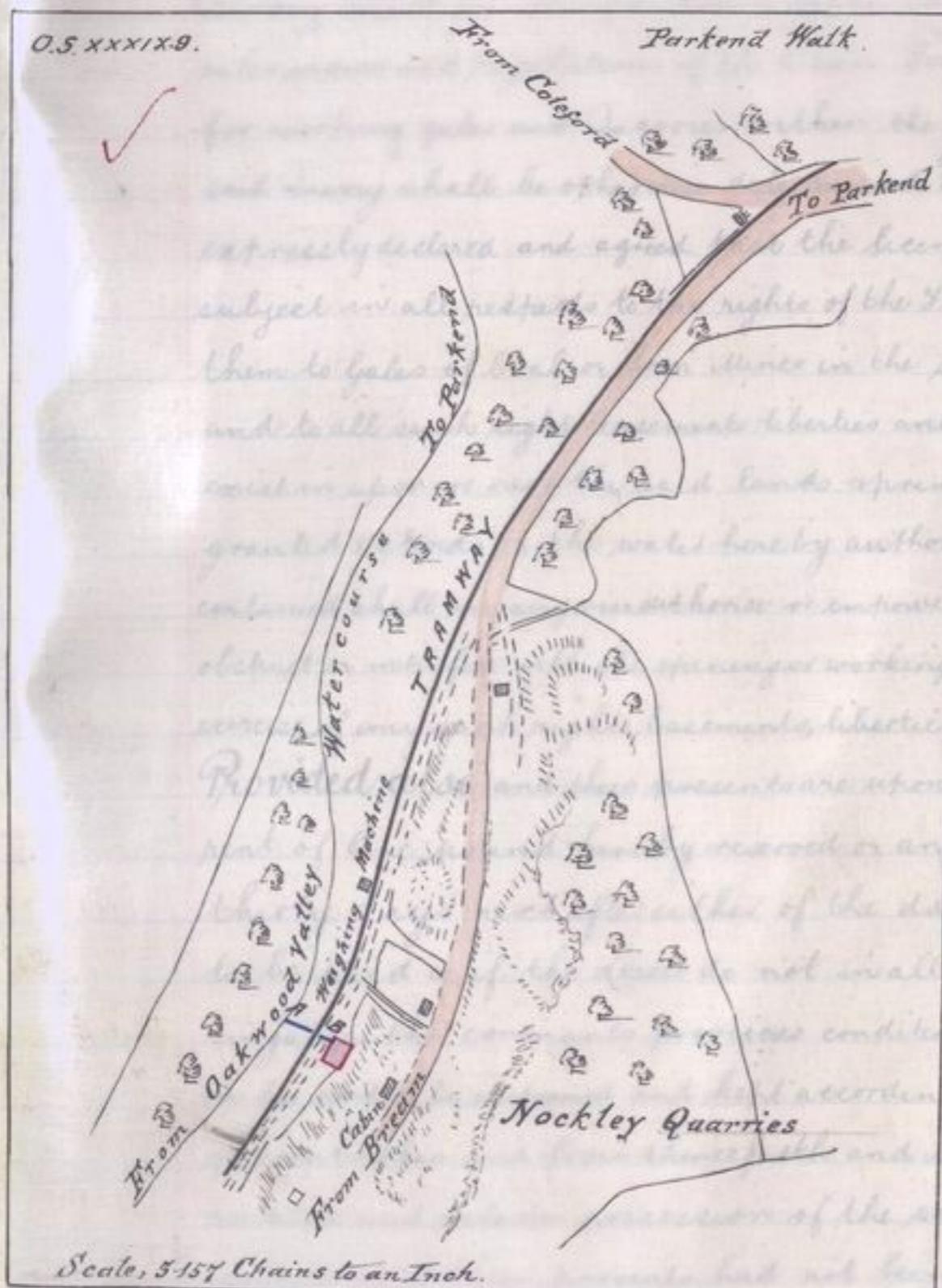
**Provided also** and these presents are upon this express condition that if the said rent of One pound hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessee do not in all things observe perform & keep all and singular the covenants provisoos 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 the Lessor may reenter and retain possession of the said demised 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 Lessee to His Majesty, His Heirs & Successors in addition to any rent 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 **It is** hereby agreed and declared that the term Lessor herein means the Queen's Majesty Her Heirs Successors & assigns or so long as the reversion of the demised

authorised agent the said demised premises in good & proper repair orders and condition and if required by the Lessor so to do to take up and remove the said line of pipes and level and restore the surface of the land through or under which the same have been laid to the full & complete satisfaction in all respects of the Lessor.

- (7) At his own costs within three calendar months from the respective dates thereof to cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records & Inrolments & minutes or dockets thereof respectively to be entered in the Office of the Commissioners of Woods.

**Provided always** and these presents are granted upon this express condition that

and determine when the said  
to be worked pursuant to the  
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s and those claiming title under  
est of Dean & Hundred of St. Briavels &  
privileges(if any) as may now lawfully  
es which the license hereby ~  
be used and that nothing herein ~  
licensees their Successors or assigns to  
such mine or mines or with the  
privileges(if any) as aforesaid ~  
express condition that if the said ~  
of the same shall be unpaid for  
payment on which the same ought  
s observe perform & keep all and ~  
l restrictions herein contained and  
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used premises as fully in all  
e and in case of any such re-entry  
y, His Heirs & successors in addition  
ing rent for the then current



half-year up to the day on which such reentry shall have been made. It is hereby agreed and declared that the term Lessor herein means the Queen's Majesty Her Heirs Successors & assigns or so long as the reversion of the demised

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premises is vested in the Crown the Commissioners or Commissioners  
Gavelor or Deputy Gavelor or other the person or persons for the time  
being entitled by law to the management & direction thereof and that all  
rights and obligations of the Lessor under these presents shall devolve with  
the leasehold interest hereby created and be accordingly enjoyed observed and  
performed by the person or persons in whom such interest shall for the time  
being be vested. And the said Edward Stafford Howard doth hereby direct  
that this deed shall be deemed to fully & sufficiently intold by the deposit  
of a duplicate thereof in Office of Land Revenue Records & Inrolments and  
the filing or making an entry of such deposit by the Keepers of the said  
Records & Inrolments. In witness whereof the said parties to these presents  
of the second & third parts have hereunto set their hands & seals the day &  
year first above written

(sd) Edward Stafford (sd) Howard Alfred (sd) Rees.

Signed sealed & delivered by the within named Edward Stafford  
Howard in the presence of

(sd) J. Grouches Gwynn

Solicitor Thornbury

Signed sealed and delivered by the within named Alfred Rees in  
the presence of

(sd) Marmaduke Laver

Whitemead Park.

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

14<sup>th</sup> May 1894.

C. H. P.  
XMP

H. G. Hewlett

Keeper of the Records

Dated 2<sup>nd</sup> June

1894

New Forest.

Edward Stafford Howard  
Esquire a Commissioner  
of Her Majesty's Woods  
and

The Lymington Harbour

From W.

Dated 19<sup>th</sup> April  
1894.

New Forest

Chis indenture made the nineteenth day of April One thousand eight hundred and ninety four Between the Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esq. the Commissioners of Woods in charge of the Land Revenues of the Crown in the New Forest of the second part and The London & South Western Railway Company (hereinafter called "the Company") of the third part Witnesseth that in consideration of the yearly rents hereby reserved and of the covenants hereinafter contained to the said Edward Stafford Howard as such Commissioners aforesaid The London & South Western Railway Company (hereby on behalf of Her Majesty as far as relates to the interest in the New Forest) of the fourth part Witnesseth that in consideration of the yearly rents hereby reserved and of the covenants hereinafter contained to the said Edward Stafford Howard as such Commissioners aforesaid The London & South Western Railway Company (hereby on behalf of Her Majesty as far as relates to the interest in the New Forest) saving to all persons all rights & interests if any that may be affected hereby grant unto the Company their successors and license to assigns First license and permission to use and occupy for the occupancy and use purpose of a proposed station at Beaulieu Road in the New Forest two pieces of land in the County of Southampton All Those two pieces or parcels of adjoining the proposed land containing together One acre and two rods or thereabouts - Beaulieu Road Station adjoining the Company's line at the Old Beaulieu Road Station at and a piece of land Beaulieu Road aforesaid which pieces or parcels of land are more adjoining the Railway particularly delineated and shown by red colour on the plan line at Woodfidelity N<sup>o</sup> 1 annexed to these presents. And Secondly license and permission to use and occupy for the purposes of a Signalman's Determinable as Cottage and Garden at Woodfidelity in the New Forest in the County to whole or part by of Southampton All that piece of land containing four perches or one month's Notice thereabouts adjoining the Company's line at Woodfidelity aforesaid which piece or parcel of land is more particularly delineated and shewn by red colour on the plan N<sup>o</sup> 2 annexed to these presents

Rents 10/- & 10/-

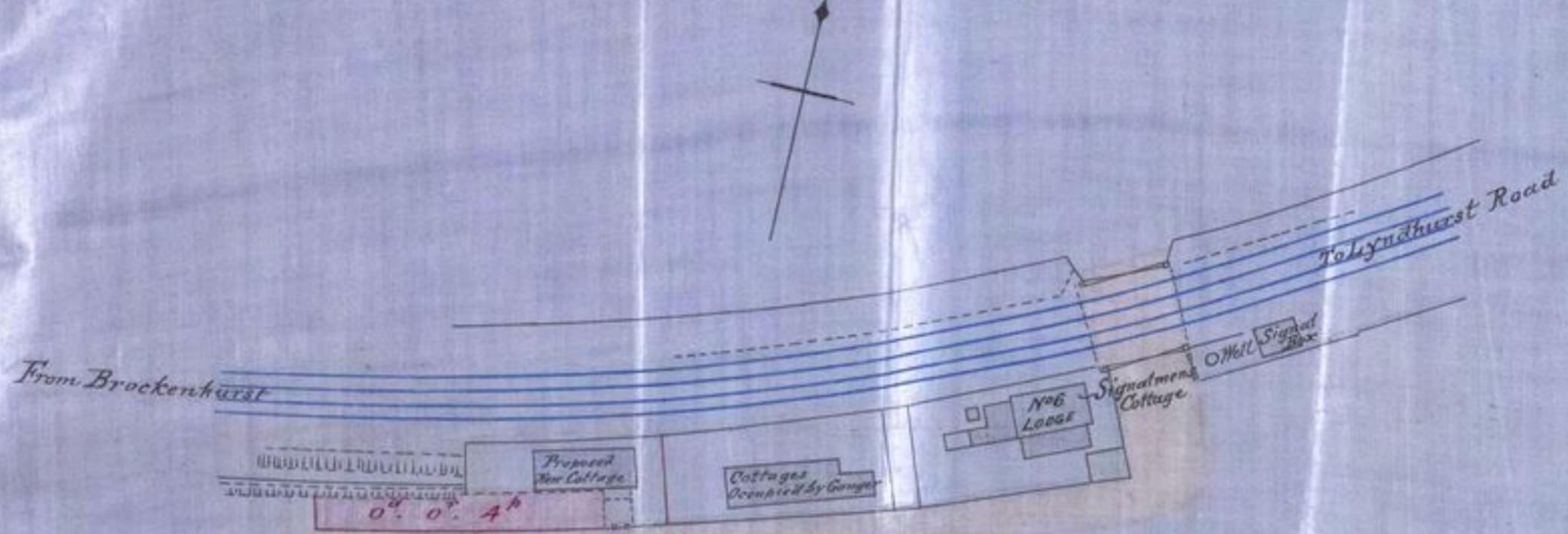
To hold and enjoy the said licenses and permissions unto the Company their successors and assigns subject as aforesaid until the same or either of them shall be determined by the said Edward Stafford Howard or other the Commissioners or Commissioners of Woods in charge of the Land Revenues of the Crown in the New Forest (hereinafter referred to as "the Commissioners") by one calendar month's notice in writing as hereinafter provided Paying unto the Queen's Majesty her heirs and successors in respect of the said two pieces of land at Beaulieu Road aforesaid the yearly rent or acknowledgement of Ten Shillings and in respect of the said piece of land at Woodfidelity the further yearly rent or acknowledgement of Ten Shillings such rents to be paid in advance on the First day of February in each <sup>year</sup> the rent in respect of the first year ending the first

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day of February One thousand eight hundred and ninety five having been paid before the execution of these presents as the said Edward Stafford Howard doth hereby acknowledge And the Company hereby covenant with the Queen's Majesty her heirs and successors as follows.

- (1) During the continuance of this license to pay the rent or rents for the time being payable hereunder at the times and in manner aforesaid
- (2) To pay all taxes rates assessments and outgoings whatsoever now or at any time hereafter payable in respect of the said premises together with a proportionate part thereof up to the date of this license being determined.
- (3) To use the said pieces of land at Beauleia Road for the sole purpose of the proposed new station there and for no other station purpose whatsoever and to use the said piece of land at Woodfidelity for the sole purpose of a Signalman's Cottage & Garden and for no other purpose whatsoever
- (4) Not to injure the surface of the said pieces of land nor to dig or take therefrom any stones gravel sand or substrata beyond what may be needful to adapt the said pieces of land for the purpose for which the user of them is granted respectively nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said lands.
- (5) Within one month immediately after the determination of this license either in whole or in part by notice in manner hereafter provided to remove or pull down any erection or building that may be standing on such parts of the said lands as may be specified in such notice if so desired by the Commissioners and to make good and restore to his satisfaction the surface of the said lands specified in such notice so that they shall be delivered up to the Commissioners or his Agent in the condition in which they were before the Company took possession of them under these presents.
- (6) Next time the Company promote a Bill in Parliament to apply for powers enabling the Commissioners to grant a lease to the Company for nine hundred and ninety nine years, of the said pieces of land & also of another piece of land containing twenty four perches or thereabouts situate on the East side of and adjoining the Company's Lyndhurst Road Station in the New Forest which piece of land they occupy under a license dated the seventeenth day of January One thousand eight hundred and eighty nine and made between the Queen's Most Excellent Majesty of the first part George Culley Esq; then a Commissioner of Woods of the second part & the Company of the third part and for that purpose to insert a clause or clauses to the effect that the powers of leasing given by an Act of the

"WOODFIDLEY" NEW FOREST.



Company's Land edged Green.  
Land proposed to be acquired colored Red.

Scale, 40 Feet = 1 Inch.

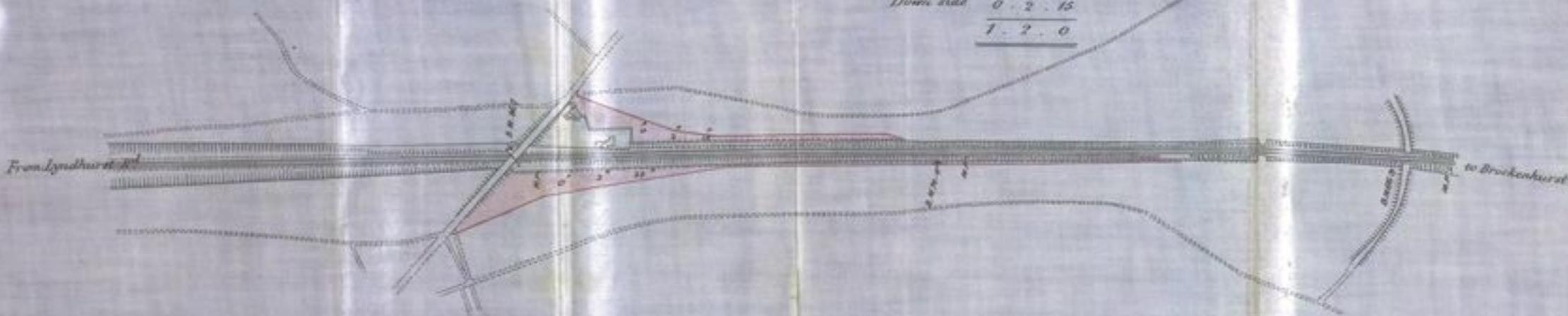
*the  
left  
area  
area*

BEAULIEU ROAD.



Area of Land required coloured red.

A	r	p
0	2	23
Down side	0	2
	1	2
		0



Scale 1:300

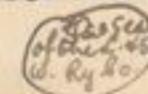
session holden in the Tenth year of H. M<sup>o</sup> King George the Fourth chapter fifty shall extent to enable the Commissioners of Her Majestys Woods Forests & Land Revenues or either of them with the consent of the Commissioners of Her Majestys Treasury to grant & enter into any agreement for granting to the Company a lease of the estate and interest of Her Majesty her heirs & successors in the said pieces of land and also in the said piece of land adjoining Lyndhurst Road Station and occupied by the Company as aforesaid as may be required for the purposes of their undertaking for any term not exceeding nine hundred ninety nine years from the time of making the lease or agreement for a lease.

(4) Provided always and it is hereby agreed & declared that this license and permission may be determined by the Commissioners either as to the whole or any part or parts of the said lands at any time of the year by giving to the Secretary for the time being of the Company one calendar month's previous notice in writing or leaving the same for him on any of the said pieces of land or at the head office of the Company in London upon the expiration of such notice this license & everything herein contained shall cease & be void as to the piece or pieces of land specified in each in such notice without prejudice to any claim in respect of any antecedent breach of covenant or condition herein contained And in the event of this license and permission being determined with regard to the said pieces of land at Beauchamp Road the Rent or acknowledgment of Ten Shillings hereby reserved in respect of such pieces of land shall cease to be payable as from the end of the then current year of tenancy to the intent that the Company shall not be entitled to any repayment of rent paid in advance at or prior to the expiration of the notice determining this license or permission And in the event of this license or permission being determined with regard to the said piece of land at Woodfidelity the rent or acknowledgment hereby reserved in respect of such piece of land shall in like manner cease to be payable as from the end of the then current year of the tenancy.

**And** the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully & sufficiently enrolled by the Deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the keeper of the said Records & Enrolments.

**In Witness** whereof the said Edward Stafford Howard doth hereunto set his hand & seal & the Company have caused their common seal to be hereunto affixed the day and year first above written

② E. Stafford ② Howard



Signed Sealed & Delivered by the within named Edward Stafford Howard in  
the presence of

(sd) J.M. Duncan

Office of Woods &c.

Whitehall Place.

The common Seal of the London & South Western Railway Company was  
hereunto affixed in the presence of

(sd) Macaulay

Yours

Lacy

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.

28<sup>th</sup> April 1894.

(d) H.G. Hewlett,

Keeper of the Records.

4444

New Forest. 53.

R

Office of Woods &c.

14<sup>th</sup> January 1894.

Easement - Brockenhurst Madam,

Mrs Belloni

Terms for  
permission to make a  
road.

Mr Lascelles, the Deputy Surveyor of the New Forest has reported to me that you have applied for permission to make a road across a piece of the Brown Waste adjoining your property at Brockenhurst.

In reply I have to state that I am willing to grant to you permission to make and maintain during the pleasure of this Department a gravelled track across the Brown waste at the point marked by dotted red lines on the accompanying tracing subject to your paying an acknowledgment of 5/- on the 1<sup>st</sup> January in each year during the continuance of the permission and to your undertaking to restore the surface of the soil on the determination of the permission.

The acknowledgment to be paid in advance and on your signing and returning the accompanying letter and paying the sum of 5/- to the Deputy Surveyor, Mr Lascelles, he will be instructed to allow you to proceed with the making of the track.

I am &c.

(d) E. Stafford Howard

Mrs Belloni,

Brockenhurst,

Hants.

Oak House, Brockenhurst

Hants

Sir.

2/2/94

New Forest.

With regard to your letter of yesterday's date, it seems that there are only 20 inches at the side of the road which could be claimed by you and I feel that could not be allowed. You see the spot in question you would not exact an acknowledgment which up to now has never been made by you in respect of a claim so insignificant.

Mrs Belloni

Considerable distances of road have lately been allowed by you at the yearly acknowledgment of 5/-

As regards In the circumstances I ask you to kindly review your demands, which yearly acknowledgment could you inspect the place would appear to you to be unnecessarily high.  
to be charged

Your obedient servant

(e) Julia Belloni.

2/2/94. H. M's Commr of Woods &c.

415

Madam

Office of Woods &c.

16<sup>th</sup> March, 1894

New Forest

I am directed by Mr Stafford Howard to acknowledge the receipt of your letter

1145

New Forest

Easements.

Mrs Belloni

of the 2<sup>nd</sup> instant with reference to your application to make a track across a strip of Brown Waste adjoining your property. In reply I am to state a yearly acknowledgment of 5/- for the privilege of getting access to the highway does not appear to Mr Howard to be a high charge, but having regard to the special circumstances of your case he will not object to reduce the acknowledgment to 2½ a year.

It must however be clearly understood that the permission will be strictly offering to during pleasure and that during its continuance the acknowledgment will be subject to reduce acknowledgment to revision.  
to 2½ per year.

You are requested to be good enough to return the form of letter sent with the official letter of the 17<sup>th</sup> January last at the end of which you can add the words "as modified by your letter of the 16<sup>th</sup> March".

16<sup>th</sup> March 1894.

The word instant should be altered to January 1894.

I am &c.

(s) J.M. Duncan.

Mrs Belloni

&c. &c. &c.

Dean Forest

Easements - Telegraphic

G.P.O. (Deposited  
in Music  
Room)

Terms of  
permission for  
to French House

5<sup>th</sup> April 1894.

January 1894

Sir,

New Forest

Easements.

Mrs Belloni

I beg to accept your offer of permission to make and maintain during the pleasure of your Department a track across the Brown Waste at Brockenhurst as shown on the plan accompanying your letter of the 17<sup>th</sup> January 1894. and I agree to pay the acknowledgment and to observe the conditions specified in such letter as modified by your letter of 16<sup>th</sup> March.

accepting  
permission to make  
road.

I am &c.

(s) Julia Belloni.

E. Stafford Howard Esq.

&c. &c. &c.

January 1894.

Dean Forest

Telegraphs

G.P.O.

Accepted  
for permission  
above condition

10<sup>th</sup> April 1894.

B

441

Sri.

Office of Woods &amp;c.

5<sup>th</sup> April, 1894.Dean Forest.

With reference to your letter of the 16<sup>th</sup> February last applying for permission to erect a line of telegraph from the highway leading from Parkend to Yockley to Speech House Colliery via the Speech House hotel I am directed by Mr Stafford <sup>Howard</sup> to state that he is willing to grant the postmaster general permission to erect a line of telegraph over the Crown Waste of the Forest as aforesaid in the general direction shown by a dotted green line on the plan ac-  
G.P.G. (Deposited in Mineral Room) ccompanying your letter of the 10<sup>th</sup> ulto but subject to variations at any point or points on such line at the discretion of the Deputy Surveyor and subject to the following conditions.

Terms for An acknowledgment of £1 to be paid on the 5<sup>th</sup> April in each year during permission for line which the permission continues to Speech House Colliery.

5<sup>th</sup> April, 1894.

Any trees which may be felled are to be paid for at the valuation of the Deputy Surveyor; any lopping of trees that may be necessary in the making of the line to be done under the supervision of the same officer by Crown Wood cutters and any damage done to the Crown property to be made good by your department.

This department is not to be answerable for any accidental injury to the poles or wires caused by the felling of Crown timber.

The permission to be determinable on 6 months notice expiring on the 5<sup>th</sup> April in any year.

You will be good enough to state whether the Postmaster General accepts permission on these terms.

I am &amp;c.

A. J. M. Duncan.

The Secretary  
General Post Office.

54940/94

General Post Office, London

10<sup>th</sup> April 1894.Dean Forest

Sri.

Telegraphs.

In reply to Mr J.M. Duncan's letter of the 5<sup>th</sup> inst. No 441 I am directed by the Postmaster General to inform you that he is prepared to accept the conditions - accepting attached to your department's consent for the erection of a line of Telegraphs from Yockley for permission on to Speech House Collieries in the Forest of Dean above conditions.

100

A. Colin Brodie

10<sup>th</sup> April 1894.

Estafford Howard Esq.

4c.

4c.

9c.