

*R*

Office of Woods & J.W.  
31<sup>st</sup> May 1895

New Forest 882.

Cricket grounds  
Emery Down  
Cricket Club

Sir, New Forest

W.J. Ward  
Jackson

In reply to your letter of the 28<sup>th</sup> instant applying for permission to protect the Cricket pitch on Swan Green, Emery Down, by a temporary enclosure, I am directed by Mr. Stafford Howard to inform you that he is willing to extend the permission already given for playing Cricket on Emery Down so as to allow the Cricket Club to protect the pitch by a temporary enclosure but subject to the Pasturage rights.

Permission already given for playing Cricket on Emery Down so as to allow to play Cricket the Cricket Club to protect the pitch by a temporary enclosure.

The yearly acknowledgment of 5/- to be increased to 10/- and this permission is strictly during the pleasure of this Department and will be conditional on the payment of the acknowledgment of 10/- in advance on the 1<sup>st</sup> January in each year during the continuance of the permission.

31 May 1895

If you desire to accept this offer you will be good enough to sign, date and return the enclosed letter and pay the sum of 10/- (or 5/-, if 5/- has already been paid for the current year) to Mr. Lascelles.

The Verderers of the New Forest have been made aware of this licence and Mr. Howard will make the necessary arrangements with them.

Ward  
Major W. J. Jackson

I am  
M. Duncan

N<sup>o</sup> 882

Emery Down, Lyndhurst  
1<sup>st</sup> June 1895

Sir,

On behalf of the Emery Down Cricket Club and so long as I am President, I beg to accept your offer of permission to play Cricket on Swan Green, and to protect the pitch by a temporary fence subject to the conditions named in your letter, and I undertake to pay the acknowledgment of 10/- a year in advance as specified in your letter.

I am, Sir,

Your obedient Servant  
W. J. Ward Jackson

Stafford Howard Esq  
Commissioner of  
H.M. Woods &

Dean Forest

Lands Rental  
N<sup>o</sup> 428 Cottage at  
Barnhill.Thos. Burford  
to this Department your application to be allowed  
Terms for permission to enclose a piece of land adjoining the cottage at  
to enclose a piece of Barnhill which you rent from the Crown.  
land adjoining his  
present holding23<sup>rd</sup> July 1894*To be determined  
See 1796/99 in File 1044*Office of Woods, & LW  
23<sup>rd</sup> July 1894

Sir,

Dean Forest

Mr. Baylis, the Deputy Surveyor, has reported  
to this Department your application to be allowed  
Terms for permission to enclose a piece of land adjoining the cottage at  
to enclose a piece of Barnhill which you rent from the Crown.In reply I am directed by Mr. Stafford Howard  
to inform you that he is willing to give you permission  
to enclose the piece of land coloured pink on the accompanying  
plan on your paying a yearly acknowledgment of 10/-  
for the same, subject to the following conditions -The acknowledgment to be paid quarterly on the  
12<sup>th</sup> October, the 12<sup>th</sup> January, the 12<sup>th</sup> April and the  
12<sup>th</sup> July, the first payment to be made on the 12<sup>th</sup>  
October next.The land is to be held in connection with the  
cottage before referred to, and this permission will be  
liable to be determined by 3 months notice expiring on  
any of the before mentioned quarter days.On your signing and returning the enclosed letter  
the Deputy Surveyor will be authorized to allow you to  
proceed to fence in the land.

I am, Sir,

Mr. Thomas Burford

I M Duncan

1213

Barnhill

26<sup>th</sup> July 1894

Sir,

Dean Forest

I beg to accept your offer of permission to enclose a  
piece of land at Barnhill as shown by pink colour on  
the plan accompanying your letter of the 23<sup>rd</sup> instant, and  
I agree to pay the annual acknowledgment of 10/- and to  
observe and abide by the conditions as laid down in your  
said letter.

Yours

I am,

Sir,

To

E. Stafford Howard Esq  
Commissioner of Woods, &Your obedient servant  
Thomas Burford

*R*

Dean Forest

Lands Rental  
N<sup>o</sup> 428 Cottage at  
Barnhill.

Thos Burford  
Terms for permission  
to enclose a piece of  
land adjoining his  
present holding

23<sup>rd</sup> July 1894

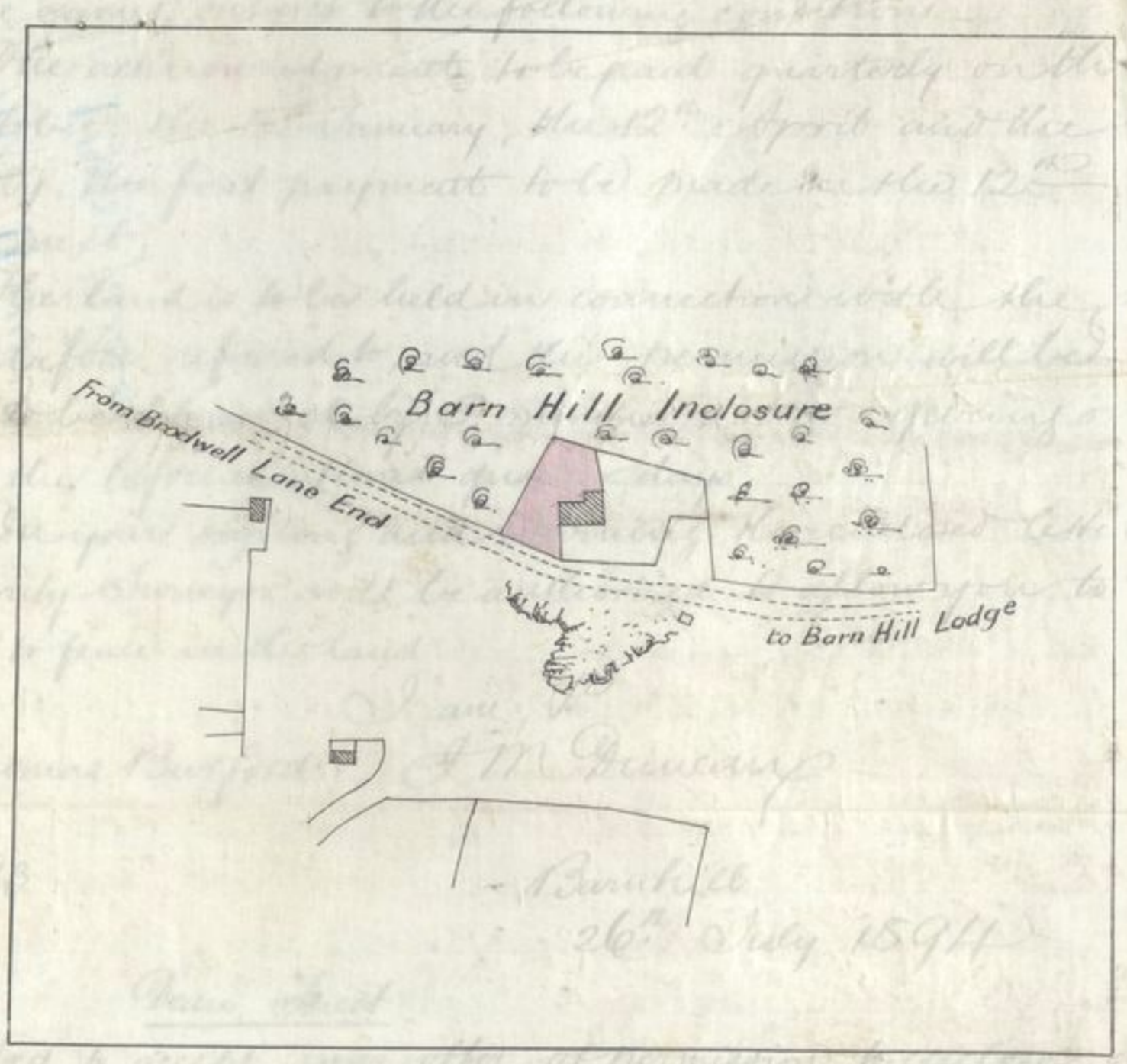
To be determined  
See 1996/99 in File 1044

Office of Woods, F<sup>d</sup> LW  
23<sup>rd</sup> July 1894

Sir,  
Dean Forest

Mr. Baylis, the Deputy Surveyor, has reported to this Department your application to be allowed to enclose a piece of land adjoining the cottage at Barnhill which you rent from the Crown.

In reply I am directed by Mr. Stafford Howard to inform you that he is willing to give you permission to enclose the piece of land coloured pink on the accompanying plan.



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I

I beg to accept your offer of permission to enclose a piece of land at Barnhill as shown by pink colour on the plan accompanying your letter of the 23<sup>rd</sup> instant, and I agree to pay the annual acknowledgment of 10/- and to observe and abide by the conditions as laid down in your said letter.

Yours

To  
E Stafford Howard Esq  
Commissioner of Woods, F<sup>d</sup>

I am,  
Sir,  
Your obedient servant  
Thomas Burford

Dean Fo  
Easemen  
Telegraph  
Post Off  
Terms  
permisio  
for line  
Lydbroo  
Waterloo  
F<sup>d</sup> W<sup>d</sup> R<sup>d</sup>

29 July

*R*

Dean Forest  
Easements  
Telegraph Poles  
Post Office  
Terms for  
permissions  
for line from  
Lydbrook to  
Waterloo Sidings  
S+WR?

1008

Sir,  
Dean Forest

Office of Woods, F  
Whitehall Place,  
29<sup>th</sup> July 1893.

M<sup>r</sup>. Philip Baylis, the Deputy Surveyor of Dean Forest, has forwarded to this Department your letter of the 25<sup>th</sup> inst. applying for permission to erect a line of telegraph alongside the road leading from the main road at Lydbrook to the Waterloo Sidings on the Severn & Wye Railway.

In reply I am directed by M<sup>r</sup>. Gafford Howard to state that he is willing to grant the Postmaster General permission to erect the line of telegraph described above if wholly along the roadside subject to the following conditions.

An acknowledgment of 2/6 to be paid on the 29<sup>th</sup> September in each year during which the permission continues.

Any trees which may be felled are to be paid for at the valuation of the Deputy Surveyor, and 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 the Crown Woodcutters, the cost thereof and the amount of any damage done to the Trees to be paid for 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 29<sup>th</sup> September in any year.

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

The Secretary  
General Post Office

I am, F  
I Russell Lowray

299823/93

General Post Office, London  
16<sup>th</sup> Oct. 1893.

Sir,

With reference to M<sup>r</sup>. Lowray's letter of the 31<sup>st</sup> August last, N<sup>o</sup>. 1170, I am directed by the Postmaster General to inform you that enquiry has been made on the subject and M<sup>r</sup>. Arnold Morley regrets to find that the unauthorised lopping of trees in the Forest of Dean, of which you complain, took place at the instance of this Department's local Engineering Staff, who acted under an unfortunate misapprehension.

Proper notice has been taken of the matter, and I am to express

the Postmaster General's regret for the occurrence.

The enclosed bill has been received in connection with this matter, and, as regards the claim for damage I am to say that it is understood that the trees in question, which are of a stunted kind, were topped of branches not more than 2 1/2 inches in diameter in the thickest part. - Mr. Morley will be glad therefore if the question of the amount charged may receive consideration. - It was not indeed understood from the letter of the 28<sup>th</sup> July that any claim would arise for mere topping.

I am to add that the Postmaster General accepts the consent for the erection of the telegraph line conveyed in Mr. Sowray's letter of the 29<sup>th</sup> July last, N<sup>o</sup> 1008, and agrees to the conditions attached thereto, and I am to enquire to whom the acknowledgment of 2/6<sup>d</sup> should be paid.

I have the honour to be,  
Sir Nigel Kingscote, Kt B. Sir, Your obedient servant  
Office of Woods & I J Lamb

Dean Forest  
Easements  
S. Dowler

1131  
Sir, Dean Forest

Office of Woods & S.W.  
12 July 1895

Permission to enclose a small piece of land in front of his house

Mr. Baylis, the Deputy Surveyor, has reported to Mr. Stafford Howard your application for permission to fence in a small piece of waste in front of your house at Milkwall, to keep off cattle.

12 July 1895

In reply I am to inform you that he is willing to give you permission, during pleasure, to fence in the piece of ground coloured red on the accompanying tracing on the following conditions, namely;

A fence is to be put up to the satisfaction of the Deputy Surveyor.

The permission is to continue during the pleasure of this department, and an acknowledgment of 2/6<sup>d</sup> is to be paid in advance on the 2<sup>nd</sup> August in each year during the continuance of the permission

On your dating, signing and returning the enclosed letter the Deputy Surveyor will be authorized to allow you to proceed with the fencing.

Mr. Sidney Dowler  
Milkwall  
w. Coleford Cplot.

I am Sir, Your obedient Serv<sup>t</sup>  
J M Duncan

x.d. (m)

1131

Milkwall

July 1895

Sir,  
 I beg to accept your offer dated the 12<sup>th</sup> inst. of permission during the pleasure of your department to fence in a small piece of ground opposite my house at Milkwall, as shown on the plan accompanying your letter, and I agree to pay the annual acknowledgment of 2/6, and to observe the conditions specified in your said letter.

I am Sir

Your obedient servant  
 Sidney Fowler

Milkwall

July 13<sup>th</sup> 1895

*Am*  
 Stafford Howard Esq

Dean Forest 1361.

Office of Woods & PW  
 20<sup>th</sup> Aug. 1895

Easements  
 I Hale  
 Permission

*R*  
 Sir,  
 I am directed by Mr Stafford Howard to state that he is willing to grant you permission to make and maintain during the pleasure of this Department a gravelled track across the Crown waste adjoining your property at Moorwood as shown by yellow colour on the plan sent with the above mentioned letter subject to your paying an acknowledgment of 2/- per annum on the 2<sup>nd</sup> August in each year during which the permission continues and to your undertaking to restore the surface of the soil on the determination of the permission.

20<sup>th</sup> Aug 1895

The acknowledgment to be paid in advance and on your signing and returning the accompanying letter and paying the sum of 2/- to the Deputy Surveyor he will be instructed to allow you to proceed with the making of the track.

I am, Sir,

Your obedient servant  
 J M Duncan

Mr Isaac Hall

Moorwood.

1361

August 1895

Sir,  
 Dean Forest

I beg to accept your offer of permission dated 20<sup>th</sup> Aug. 1895 to make and maintain during the pleasure of your department

a track across the Crown waste at Moorwood as shown on the plan accompanying your letter of the 17<sup>th</sup> July last, and I agree to pay the acknowledgment and to observe the conditions specified in the letter of the 20<sup>th</sup> August 1895

I am, Sir,

Your obedient Servant  
E. Stafford Howard Esq<sup>r</sup> Isaac Hale

Dean Forest  
Easements  
J. R. Vimpany  
Permission to  
enclose land at  
Pillowell.

1317

Office of Woods, &c. I.W.  
22<sup>nd</sup> August 1895

Sir, Dean Forest

Mr. Baylis, the Deputy Surveyor of the Forest of Dean, has reported to Mr. Howard your application for permission to erect two fences across a stream on the waste of the Forest adjoining property in your occupation at Pillowell.

22 Aug<sup>t</sup>. 1895

I am accordingly to state that he is willing to give you permission, during pleasure, to enclose the piece of ground coloured pink on the tracing sent herewith, by means of fences between the points A and B and C & D, upon the following conditions, viz,

The fences to be put up and maintained to the satisfaction of the Deputy Surveyor.

The permission is to continue during the pleasure of this Department, and an acknowledgment of 3/- is to be paid in advance on the 2<sup>nd</sup> August in each year during the continuance of the permission, the first payment to be made forthwith.

On your dating, signing and returning the enclosed letter and paying the said sum of 3/- to the Deputy Surveyor he will be instructed to allow you to proceed with the fencing.

Mr. J. R. Vimpany  
Pillowell, Lydney, Glos

I am, Sir,  
I M Duncan

1317

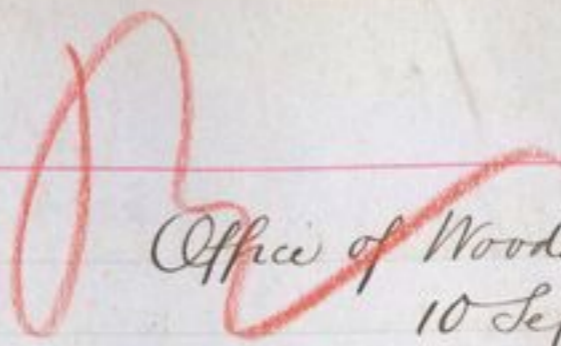
Pillowell. 26<sup>th</sup> Aug<sup>t</sup>. 1895

Sir,

I beg to accept your offer dated 22<sup>nd</sup> instant of permission during the pleasure of your Department to fence in a small piece of ground adjoining property in my occupation at Pillowell as shown on the plan accompanying your letter, and I agree to pay the annual acknowledgment of 3/- and to observe the conditions specified in your said letter.

E. Stafford Howard Esq  
x x x

I am, Sir,  
Thornton Rob. Vimpany



New Forest 1573.  
Easements

Office of Woods & J.W.  
10 Sept. 1895

Well at Godshill Madam, New Forest  
Mrs J. Pope

Permission this Department that you desire to be allowed to maintain and use a Well near Godshill, which was recently sunk by the War Department under the authority of this Office.

10 Sep: 1895

The Well is shown by a red cross on the accompanying plan, and I am directed by Mr Stafford Howard to state that he is willing to allow the use of the Well in question upon payment of a yearly acknowledgment of 1/- and on your undertaking to keep the Well in good condition and repair during the continuance of the permission.

The permission will be strictly during the pleasure of this Department and may be put an end to at any time.

On your paying the sum of 1/- to Mr Lascelles and dating, signing and returning the accompanying letter instructions will be given to allow the use of the Well accordingly

Mrs Sophia Pope  
Godshill Farm  
Fordingbridge

I am, Madam,  
Your obedient Servant  
C B Stableforth

N<sup>o</sup> 1573

Godshill Farm  
Fordingbridge  
September 1895

Sir,  
New Forest

I beg to accept the offer of permission to use a Well near Fordingbridge, contained in your letter of the 10<sup>th</sup> instant, and I agree to pay an annual acknowledgment of 1/- and to maintain the Well in good condition and repair during the continuance of the permission

I am  
Sir,  
Your obedient Servant  
Suffie Pope  
September 12<sup>th</sup>

C Stafford Howard Esq.



New Forest 1623

Office of Woods, &amp; S.W.

4<sup>th</sup> October 1895Easements  
Brockenhurst Sir, New Forest

F. O. Buckland M<sup>r</sup> Lascelles the Deputy Surveyor of the New Forest  
 Permissions has reported to me that you have purchased the  
 to maintain 3 property formerly owned by M<sup>r</sup>. Wilkinson and that  
 tracks across the you have applied for permission to maintain three  
 Crown waste at approaches across a piece of the Crown waste adjoining  
 Brockenhurst the property.

4<sup>th</sup> Oct 1895

In reply I have to state that I am willing to  
 grant you permission to maintain during the pleasure  
 of this Department three gravelled tracks across the  
 Crown waste at the points marked by dotted red lines  
 on the accompanying tracing subject to your paying  
 an acknowledgment of 7/6 on the 1<sup>st</sup> July 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 of 7/6<sup>d</sup> to be paid in  
 advance to M<sup>r</sup> Lascelles, the Deputy Surveyor, and  
 the accompanying letter to be signed by you and  
 returned to this Office.

F. O. Buckland Esq  
 Marden Lodge  
 Brockenhurst

I am, Sir  
 Your obedient Servant  
 E Stafford Howard

5<sup>th</sup> Oct 1895

Sir, New Forest

I beg to accept your offer of permission to maintain  
 during the pleasure of your department three tracks  
 across the Crown waste at Brockenhurst as shown on  
 the plan accompanying your letter of the 4<sup>th</sup> October  
 1895, and I agree to pay the acknowledgment, and to  
 observe the conditions specified in such letter.

I am, Sir,

E Stafford Howard Esq  
 Commissioner of Woods &

Your obedient Servant  
 Francis O Buckland

# This Indenture

Dated 3<sup>rd</sup>  
Oct. 1895

Mr. E. G.  
Head

Mr. G.  
Stanbridge

Docquet of  
Assignment  
of a leasehold  
Cottage and  
the Village of  
and Goodwill  
of business &c.

made the third day of  
October One thousand eight hundred and ninety five Between  
Edward George Head of Lyndhurst in the County of Southampton  
Baker (hereinafter called the Vendor) of the one part and George  
Stanbridge of the same place Baker (hereinafter called the  
purchaser) of the other part **Whereas** by an Indenture of  
Lease dated the twenty first day of March One thousand eight  
hundred and seventy seven and made between Her Majesty's Most  
Excellent Majesty of the first part The Honourable James Keirrett  
Howard of the second part and the Vendor of the third part **All**  
that Cottage and Shop situate on the North side of and adjoining  
to the Street in the Village of Lyndhurst in the County of  
Southampton with the building now used as a bakerhouse in the  
vicinity thereof Cartshed Stable and Pigeon house and the garden thereto  
Cottage and belonging containing in the whole twenty three perches or thereabouts  
buildings in which premises were then in the occupation of the Lessee and which  
the Village of Cottage buildings and premises are delineated and colored red  
in the plan drawn in the margin of the now reciting presents  
was demised unto the Vendor his executors administrators  
and assigns from the seventh day of July One thousand and  
eight hundred and seventy six for the term of twenty one years  
at the yearly rent of Fifteen pounds and subject to the covenants  
and conditions therein contained and on the part of the Lessee  
to be observed and performed **And whereas** the Vendor  
has for some years past carried on the trade or business of a  
Baker and Grocer on the premises contained in the hereinbefore  
recited Indenture **And whereas** the Vendor has agreed  
to sell to the purchaser all his good will and interest in the  
said trade or business and stock in trade and effects (except book  
debts) and together with all his interest in the said premises under  
or by virtue of the hereinbefore recited Indenture and upon the  
terms and conditions herein after contained at the price of Thirty  
pounds **Now this Indenture witnesseth** that in  
consideration of the sum of Thirty pounds which the Vendor  
paid by the purchaser on or before the execution of these  
presents (the receipt whereof the Vendor doth hereby acknowledge)  
the Vendor as beneficial Owner hereby assigns unto the  
purchaser **Firstly** All that Cottage and Shop and  
premises comprised in and demised by the hereinbefore recited  
Indenture of Lease **Secondly** All the beneficial interest and

goodwill of the Vendor in the said trade or business  
 and all securities for the same and also all the stock  
 in trade goods fixtures articles and things which at the  
 date of these presents belong to the Vendor or account of  
 the said trade or business or are in anywise used in the  
 same **To HOLD** the premises **Firstly** hereinafore described  
 unto the purchaser for all the residue now unexpired of  
 the said term of Twenty one years subject to the said rent  
 reserved by the said Indenture and the covenants and  
 conditions in the same Indenture contained and which  
 henceforth on the part of the Lessee ought to be observed  
 and performed and **To HOLD** the interests and articles  
**Secondly** hereinafore described unto the purchaser absolutely  
**AND** (in addition to the covenants for title implied by  
 law) the Vendor hereby covenants with the purchaser his  
 executors administrators and assigns as follows namely,  
 That the Vendor will not at any time hereafter either by  
 himself or in connection with any other person or persons  
 or as manager or Clerk or Servant of any other or persons  
 carry on the said trade or business of a Grocer or Baker  
 within a radius of six miles from the said premises  
 hereinafore described **AND ALSO** that the Vendor will  
 from time to time and at all times hereafter use his best  
 endeavours to promote the said trade or business and to give  
 to the purchaser the full advantage of the connection and  
 custom of him the Vendor in the said trade or business  
**AND** the purchaser hereby covenants with the Vendor that  
 he the purchaser his executors administrators and assigns  
 will during the residue of the said term pay the rent  
 reserved by the said Indenture of Lease and observe and  
 perform the covenants and conditions therein contained  
 and which henceforth on the Lessee's part ought to be  
 observed and performed and will keep indemnified the  
 Vendor and his Estate and effects from and against all claims  
 and demands on account of the same **In Witness** whereof  
 the said parties to these presents have hereunto set their hands  
 and seals the day and year first above written.

E. G. Head (L)  
 G. Stanbridge (L)

Signed Sealed and delivered by the said Edward George  
 Head and George Hansbridge in the presence of  
 Frederic Ray  
 Miller  
 Wood Mill  
 Swaythling  
 Southampton

Enrolled in the Office of Land Revenue Records and  
 Involvements the 8<sup>th</sup> day of October 1895  
 E. H. Rhodes  
 Deputy Keeper of the Records

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Dated 29<sup>th</sup> October 1895 **Articles of Agreement** made the twenty-ninth day of October One thousand eight hundred and ninety five Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire, the Commissioner of Woods in charge of the Land Revenues of the Crown in Alderney of the second part — and — The Lords Commissioners of the Admiralty for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland for and on behalf of Her Majesty Her Heirs and Successors (hereinafter referred to as "The Admiralty") of the third part **Whereas** Her Majesty in right of Her Crown is seized of certain Quarries of Granite and other Stone at L'Etoc in the Island of Alderney hereinafter referred to as the Crown Quarries **And whereas** it has been agreed between the said Edward Stafford Howard as such Commissioner of Woods & the Admiralty that the Stone and produce of the Crown Quarries shall be conveyed from such Quarries to the Harbour or to a Stone Yard near thereto for Shipping purposes by and over the Tramway in the said Island belonging to the Admiralty upon the terms and conditions hereinafter appearing **Now these presents witness** that the Admiralty for themselves and their Successors and assigns do hereby covenant with Her Majesty Her Heirs and Successors that during the continuance of this Agreement and on the conditions on the part of Her Majesty hereinafter contained the Admiralty will by means of the Tramway belonging to them in the said Isle of Alderney carry and transport stone and other produce of the Crown Quarries at L'Etoc aforesaid from such Quarries to the Harbour or to a Stone Yard near thereto and also that they will supply all necessary and proper locomotive power and carriage for that purpose and also that they will during the continuance of this Agreement maintain and keep the said Tramway and such Locomotives Rolling Stock and Plant thereof as they may consider requisite for the working of the same in good repair and condition and fit for the transport of such Stone and produce **And in consideration of the**

Edw<sup>d</sup> Stafford Howard Esq<sup>r</sup> a Commissioner of Woods &

as to conveyance of Stone & from the Crown Quarries to the Harbour for Shipping purposes

covenant on the part of the Admiralty hereinbefore contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty doth hereby covenant with the Admiralty and their successors as follows:

1. To pay or cause to be paid to the Admiralty a Rent or Royalty of four pence per ton of two thousand two hundred and forty pounds avoirdupois of Stone and other produce of the Crown Quarries carried from such Quarries to the Harbour or Stoneyard aforesaid over or by means of the said Tramway belonging to the Admiralty.
2. The said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the Land Revenues of the Crown in the Isle of Alderney (hereinafter referred to as "the Commissioner") or the Crown tenants or agents who are actually working the Crown Quarries for the time being shall give to the resident Officer of the Admiralty in charge of the Tramway or such other person as may be nominated by the Admiralty for that purpose not less than twenty four hours notice in writing whenever they shall desire Stone to be transported from the said Quarries to the shipping place and such notice shall state approximately the number of tons of Stone and other produce for which carriage will be required but the Admiralty shall not be obliged to act upon such notice and to provide Locomotives and wagons for the carriage of such stone and produce unless a full days work reckoned at the carriage of at least two hundred and fifty tons of such Stone and produce shall be provided by the party giving such notice.
3. All sidings communicating with the said Admiralty Tramway and necessary for the convenience of the said Crown Quarries shall be made and laid and thereafter kept in good condition and repair by the Commissioner or the Crown Lessees or occupiers of the Crown Quarries.
4. In the event of the Admiralty considering that the supply of Wagons belonging to them is insufficient for their own purposes and for carrying the Stone and other produce of the Crown Quarries as aforesaid the Commissioner will on behalf of Her Majesty on the receipt from the Admiralty of a notice in writing to that effect provide and keep in repair such additional wagons as may in his opinion be necessary for

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

2nd November 1895  
LRS  
Deputy Keeper of the Records

carrying such stone and produce Provided always and it is hereby declared and agreed that this Agreement and the work to be performed thereunder by the Admiralty is expressly subject to the condition that the work for which the said Tramway is required by the Admiralty shall not be in any way prejudiced or interfered with and that the carriage of stone and other produce from the Crown Quarries shall be subordinate in all respects to such Admiralty work and also that if in the opinion of the Admiralty such work shall be prejudiced or interfered with then they may by three calendar months notice in writing given to the Commission<sup>r</sup> or sent by post to the Office of Woods in London determine this Agreement and from the expiration of such notice this Agreement shall become absolutely determined  
AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments - and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

E Stafford Howard (St) Fred G. D Bedford (St)  
G. H. U. Noel (St)

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of - J. M. Duncan  
Office of Woods & Whitehall Place.

Signed sealed and delivered by the within named Rear Admiral Sir Frederick George Denham Bedford, K.C.B. and Captain Gerard Henry Uctred Noel, R.N., A.D.C. two of the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland in the presence of  
George Henry Hoste  
Clerk in the Admiralty

File  
Dated  
Nov?  
New  
E Staff  
Howard  
a Com  
Her Ma  
Woods  
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Edw.  
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Memor  
of au  
for per  
to keep  
repair  
Fences  
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File 4057

Dated 9<sup>th</sup>  
Nov<sup>r</sup>: 1895

New Forest

E Stafford

Howard Esq,

Com<sup>r</sup>: of

Her Majesty's

Woods &c

— and —

Edw<sup>d</sup> Festus

Kelly Esq

—

Memorandum

of an Agreement

for permission

to keep up and

repair the

Fences of

Northerwood

Enclosure.

# Memorandum of an Agreement

made the ninth day of November One thousand eight hundred and ninety five Between Edward Festus Kelly of N<sup>o</sup>. 15 Palace Court Paddington in the County of London Esquire of the one part and Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Royal New Forest on behalf of Her Majesty of the other part.

Whereas the said Edward Festus Kelly occupies a messuage in the New Forest called Northerwood House the Garden grounds or Offices of which adjoin to Northerwood Enclosure in the said Forest on part of which enclosure a Lodge was built sometime since and whereas the said enclosure in addition to serving other uses which are of importance to the interest of Her Majesty is also of importance to the enjoyment of the said residence of the said Edward Festus Kelly and it of an Agreement hath been agreed between the said Edward Stafford Howard for permission as such Commissioner in charge as aforesaid and the said Edward Festus Kelly in manner hereinafter written Now these Presents witness that he the said Edward Stafford Howard as such Commissioner as aforesaid Doth hereby on behalf of Her Majesty grant unto the said Edward Festus Kelly his heirs executors and administrators Licence and permission to maintain and keep up the fence of the said Enclosure called Northerwood and also to maintain and use the said Lodge on the said Enclosure Provided nevertheless that notwithstanding anything herein contained it shall be lawful for the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the said Royal New Forest (hereinafter referred to as "the Commissioner") at any time hereafter and at his or their sole will and pleasure and without giving any Notice to the said Edward Festus Kelly to throw open the said Enclosure and to remove the present or any future fence thereof and also to take down and remove the said Lodge AND the said Edward Festus Kelly doth hereby covenant with Her Majesty Her Heirs and Successors that during the continuance of this Licence he will pay to Her Majesty Her Heirs and Successors

L<sup>h</sup>



The yearly rent of One pound by equal half yearly  
 payments on the fifth day of January and the fifth day  
 of July in each year the first half yearly payment to be  
 made on the fifth day of January One thousand eight  
 hundred and ninety six and to be paid to the Deputy  
 Surveyor for the time being of the New Forest free from  
 all deductions whatsoever AND also that he the said  
 Edward Festus Kelly will during the continuance of this  
 Licence at his own expense in all things maintain and  
 keep the fence of the said Northwood Enclosure in repair  
 to the satisfaction of the Commissioner AND ALSO that  
 when and so soon as the said Enclosure shall be thrown  
 open he the said Edward Festus Kelly his heirs executors  
 administrators or assigns will surrender and give up to  
 Her Majesty Her Heirs or Successors the site of the said  
 Lodge so erected as aforesaid on receiving notice from the  
 Commissioner so to do PROVIDED always that the said  
 Edward Festus Kelly his heirs executors administrators  
 and assigns shall be at liberty within twenty eight days  
 after the receipt of such notice to take down and remove  
 the said Lodge and if required by the said Commissioner  
 so to do shall level and restore the site thereof to the  
 satisfaction in all things of the Commissioner AND it  
 is hereby agreed that on such removal and restoration  
 by the said Edward Festus Kelly as aforesaid and on such  
 site being so given up it shall be lawful for the said  
 Edward Festus Kelly his heirs executors administrators or  
 assigns to appropriate for his and their own use the materials  
 of the said Lodge AND lastly it is hereby expressly  
 agreed that nothing herein contained shall give to the said  
 Edward Festus Kelly any right or authority to keep the said  
 Enclosure fenced or enclosed except at the sole will and pleasure  
 of the Commissioner nor shall anything herein contained in  
 anywise be taken to prejudice the existing right of Her  
 Majesty Her Heirs or Successors to the site of the said Lodge  
 AND the said Edward Stafford Howard doth hereby direct  
 that this Instrument of Agreement shall be deemed to be  
 fully and sufficiently enrolled by the deposit of a duplicate  
 thereof in the Office of Land Revenue Records and 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 have hereunto set  
their hands and seals the day and year first above writting.

Edw<sup>d</sup>. Festus *(S)* Kelly                      E Stafford *(S)* Howard

Signed sealed and delivered <sup>by the within named</sup> Edward Festus Kelly in the  
presence of

Sydney C Scott  
Solicitor

15 Queen St. (Cheapside)  
London - E.C.

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

J M Duncan  
Office of Woods, &  
Whitehall 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.

F. J. Wardale

16<sup>th</sup> November 1895  
*(M) C.R.R.*

Deputy Keeper of the Records

Dated 16<sup>th</sup>  
Nov<sup>r</sup> 1895

Dean Forest  
Highmeadow Woods

Edw<sup>d</sup> Stafford  
Howard Esq<sup>r</sup>  
a Comm<sup>r</sup> of Her  
Majesty's Woods

The Rev<sup>d</sup>  
F. H. Aldrich-  
Blake.

Agreement  
for letting the right  
of Sporting over  
50 acres of Land  
in the Parish of  
English Bicknor  
on a yearly tenancy  
from the 5<sup>th</sup> July  
1895

Rent £1. 5. 0  
per Annum

# Articles of Agreement made

the sixteenth day of November One thousand eight hundred and ninety five Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the lands and hereditaments hereinafter described of the second part and The Reverend Frederick Hooper Aldrich-Blake of Bishopwood Vicarage, Ross, in the County of Hereford, Clerk in Holy Orders (hereinafter called the tenant) of the third part The said Edward Stafford Howard as such Commissioner as aforesaid hereby

agrees to let to the Tenant who hereby agrees to take as Tenant to Her Majesty the right and liberty of shooting fowling sporting killing and taking away all hares rabbits pheasants partridges woodcocks snipes and other game to be found within and upon all those several pieces or parcels of land containing together fifty acres or thereabouts situate in the Parish of English Bicknor in the County of Gloucester

which are delineated and coloured pink on the Map annexed to these Presents To hold the same subject to the existing tenancies of the lands Nos<sup>s</sup> 382, 387, 388, 389 and 391 on the said plan unto the Tenant from the fifth day of July One thousand eight hundred and ninety five as tenant from year to year At the yearly rent of One pound five shillings to be paid to Her Majesty's Receiver of Rents for the Highmeadow Estate free from all deductions except property tax on the fifth day of July in every year And the Tenant doth hereby covenant with the Queen's Majesty Her Heirs and Successors that he the

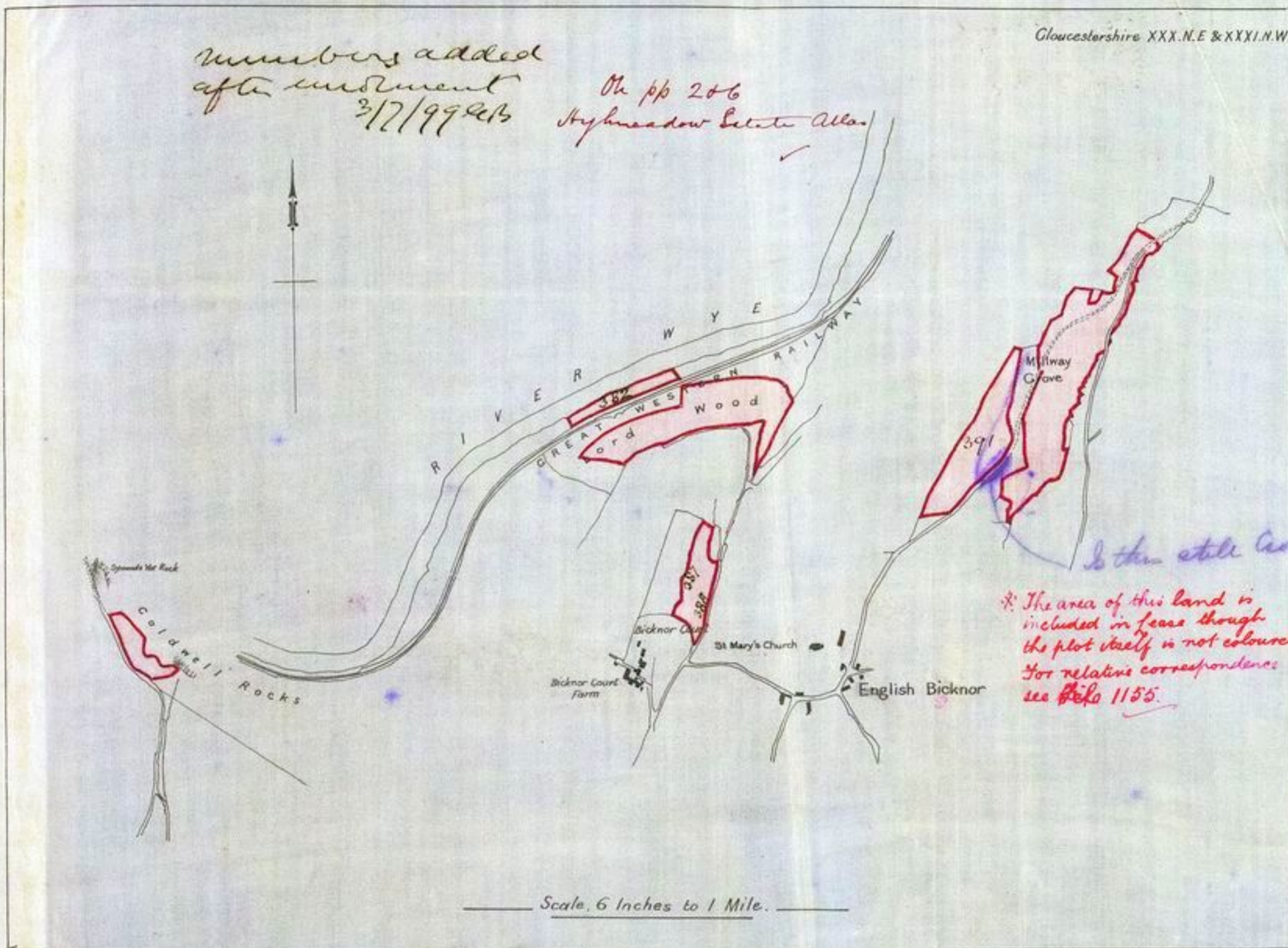
Tenant will pay to The Queen's Majesty Her Heirs and Successors the said yearly rent of One pound five shillings on the day and in manner aforesaid free from all taxes rates and assessments whatsoever And that if default is made in payment of the said yearly rent it shall be lawful for the said Edward Stafford Howard or other the Commissioner or Commissioners hereinafter mentioned to recover the said rent by distress and sale of the goods and chattels of the Tenant wherever the same may be found and all expenses attending such distress and sale And also

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On pp 206  
Highmeadow Estate Atlas



Is this still correct?

\* The area of this land is included in fees though the plot itself is not coloured. For relative correspondence see Plan 1155.

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That the Tenant will pay all rates and taxes whatsoever in respect of the said right hereby demised And also will from time to time during the continuance of this demise Kill and destroy and effectually keep down the hares and rabbits in and upon the said lands over which the right of sporting extends so as to prevent the number of them from increasing or impeding the good management of the said lands or injuring the crops trees shrubs and fences thereon or on any of the adjacent lands belonging to Her Majesty And in case the Tenant shall neglect or omit so to do it shall be lawful for the said Edward 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 lands hereinafter called the said Commissioner or Commissioners after giving to the Tenant or leaving for him at his usual or last known place of abode in England fourteen days previous notice in writing of his or their intention so to do to employ any person or persons and for such person or persons to enter into and upon the said land and to kill and destroy such hares and rabbits or to reduce the number of them as may in the opinion of the said Commissioner or Commissioners be requisite and that the Tenant will pay to the said Commissioner or Commissioners all expenses to be incurred hereby and also will pay for or make good all damage which may be caused by the hares and rabbits the amount of such damage to be assessed by Her Majesty's said Receiver whose decision shall be final And also that the Tenant will at the end or sooner determination of this tenancy leave a fair and reasonable stock of game on the said premises And further that the Tenant will not assign or underlet the right hereby agreed to be let without the consent in writing of the said Commissioner or Commissioners first obtained Provided always and it is hereby declared and agreed that if the said yearly rent hereby reserved or any part thereof shall be unpaid for the space of twenty days next after the day on which the same ought to be paid as aforesaid or if the Tenant shall not perform and keep the several covenants hereinbefore contained it shall be lawful for the said Commissioner or Commissioners to determine and make void this letting by giving to the Tenant or leaving for him at

The usual or last known place or places of his or their abode in England a notice in writing for that purpose and immediately after the serving such notice this Agreement shall cease and be absolutely void but without prejudice to any right of action or claim that may have accrued to Her Majesty Her heirs or successors under any of the covenants hereinbefore contained AND the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Edward Stafford Howard F. H. Aldrich Esq. - Blake

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

J. M. Duncan  
Office of Woods, &  
Mitrehall Place

Signed sealed and delivered by the within named Frederick Hooper Aldrich - Blake in the presence of

George Knight  
Bishopswood, Ross, Herefordshire  
Gardener

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.

F. J. Wardale  
Deputy Keeper of the Records

25<sup>th</sup> November 1895

*(Small circular stamp)*

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*W. Virgo*

# This Indenture

Dated 7<sup>th</sup> Nov<sup>r</sup> 1895

made the seventh day of November One thousand eight hundred and ninety five Between

Forest of Dean

The Queen's Most Excellent Majesty of the first part and Edward Stafford Howard Esquire, Gaveler of the Forest of Dean and the Commissioner of Her Majesty's Woods in charge of the hereditaments hereinafter described of the

Stafford Howard

second part and William Virgo of Blakeney Hill near Newnham in the County of Gloucester Quarry Freeman and

Her Majesty's Woods

of the third part Witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants hereinafter contained The

— to —

said Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers in him vested or in anywise enabling him so to do

W. Virgo

doth demise and lease unto the Lessee his executors administrators and assigns All and singular the Quarries veins and beds of Stone within

Lease

that Stone Quarry situate at Bradley Hill in Blakeney Walk in the Forest of Dean in the County of Gloucester of the

of Stone Quarry

length of twenty yards N<sup>o</sup> 666 in the County Surveyor's Quarry Lease Book N<sup>o</sup> 5 bounded on all sides by Open Forest and

N<sup>o</sup> 666

more particularly delineated and described in the plan drawn in Blakeney in the margin hereof and thereon edged Red To hold

Walk

the said Quarry unto the Lessee from the twenty ninth day of September One thousand eight hundred and ninety five for the

Commencing 29 Sept. 1895

term of Twenty one years determinable as hereinafter mentioned of fielding and Paying therefor unto Her Majesty

Term of years 21

Her Heirs and Successors during the said term the yearly rent or sum of Two pounds on the twenty ninth day of

Expires 29 Sept. 1916

September in every year the first payment thereof to be made on the twenty ninth day of September One thousand eight hundred

Rent £2 per Annum

and ninety six And also paying to Her Majesty Her Heirs and Successors the Royalties following that is to say, A Royalty of four pence per ton of two thousand two hundred and

Royalty 4 per ton or 14 Cubic feet on all Wrought Stone and 1<sup>st</sup> per ton on Waste

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 four pence for every fourteen

Determinable as within mentioned

cubic feet of such stone and also a Royalty of One penny for every like ton of waste or rubble 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 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 of Quarry Rents 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 and 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 Chapter 43.
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 and not to erect or make any building thereon except a Cabin or Cabins for sharpening or depositing the Quarrying instruments 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 devised and also all such gates posts pales and other fences 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 devised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term except where it shall be necessary for working the said Quarry to fell or cut or to fully destroy or spoil or damage any timber

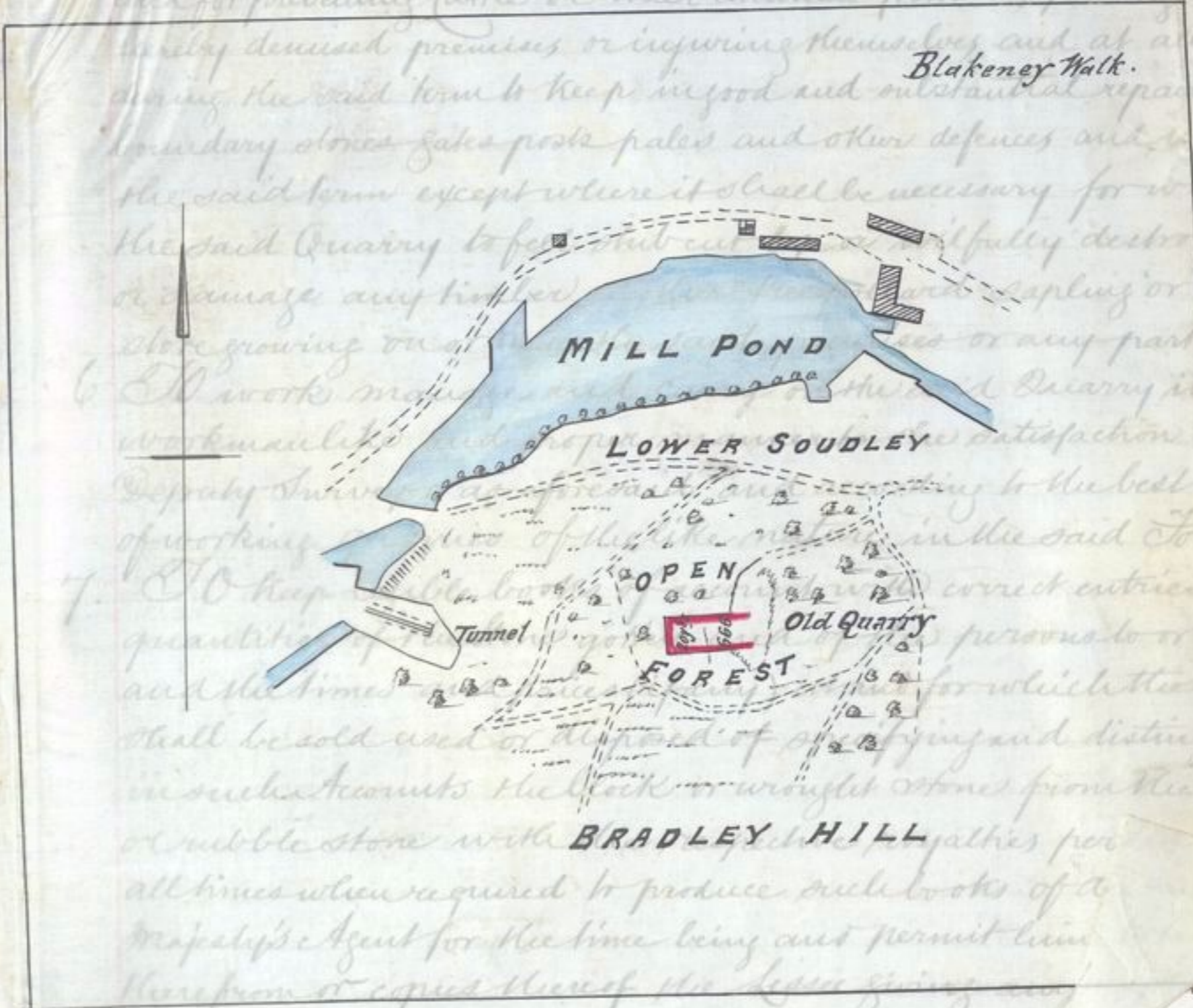
or stone growing on or in the said Quarry in a fire workmanlike and proper manner and to the satisfaction of such Deputy Surveyor and not to the best method of working

of the like nature in the said Forest. To have the books of correct entries of the quantity of stone which shall be sold used or disposed of

and the times when such stone shall be sold used or disposed of for which the same shall be sold used or disposed of of a certain and distinguishing in such accounts the block or wrought stone from the waste or rubble stone with

BRADLEY HILL paths per and at all times when required to produce such books of a map and permit him therefrom or copies thereof the Agent for the time being and permit him that may be required in relation thereto.

To deliver to the Lessor or to Her Majesty's Receiver 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 shall in writing require the same and also within ten days next 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



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

- 6 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.
- 7 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 rubble 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.
- 8 To deliver to the Lessor or to Her Majesty's said Receiver 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 shall in writing require the same and also within ten days next 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

cleaved 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 and within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver 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 showing 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.

9 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 and condition thereof and that the Lessee will render any reasonable assistance to the Lessor his Agents & Workmen or Assistants in the examination aforesaid when required and 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 to do so.

10 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 and Successors from all actions claims and demands

on account of any such injury or damage)

11. At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor in all respects
- Provided always that if the rent or royalties hereby 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 and agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Deau Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessee are or ought to be observed or performed 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 and 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 re-enter 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 the twenty ninth day of September in any year thereof by giving to the Lessor six calendar months previous notice in writing of such purpose and intent 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 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 and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments
- In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and

and seals the day and year first above written.

E Stafford & Howard      The mark of   
 X  
 William Virgo

Signed sealed and delivered by the within named  
 Edward Stafford Howard in the presence of  
 J M Duncan  
 Office of Woods &  
 Whitehall Place

Signed by setting his mark and sealed and  
 delivered by the within named William Virgo he  
 being unable to write in the presence of  
 William St. Morris  
 Forest Keeper  
 Danby Lodge

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.  
 F. J. Waddale

20<sup>th</sup> November 1895

Deputy-Keeper of the Records