

# This Indenture

Dated 25<sup>th</sup> Nov<sup>r</sup> 1895

Dean Forest

Edw Stafford Howard Esq

Commissioner of Woods &

— to —

The Great Western Railway Co<sup>y</sup>

Licence

to extend existing line of pipes from Laymore Well.

Supplemental Licence dated 17<sup>th</sup> March 1874

made the twenty fifth 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 a Commissioner of Her Majesty's Woods of the second part and The Great Western Railway Company hereinafter called the Company of the third part And Supplemental to an Indenture dated the seventeenth day of March One thousand eight hundred and seventy four and made between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard then a Commissioner of Woods and Gaveler of the Royal Forest of Dean of the second part and the Company of the third part which Indenture is hereinafter referred to as the principal Indenture Witnesseth that in consideration of the covenants hereinafter contained and on the part of the Company to be performed The said Edward Stafford Howard as such Commissioner as aforesaid and in exercise of the powers referred to in the principal Indenture Doth hereby grant to the Company Licence and permission to extend the line of pipes licensed by the principal Indenture for the conveyance of water through the waste lands belonging to Her Majesty in the direction and situation shown by a yellow line upon the Plan drawn in the margin hereof To hold and enjoy the said Licence unto the Company from the tenth day of October One thousand eight hundred and ninety five for the period and upon the terms and conditions set forth in the principal Indenture AND the Company hereby covenant with the Queen's Majesty Her Heirs and successors that from and after the said tenth day of October One thousand eight hundred and ninety five the rent covenants agreements and provisions in the principal Indenture contained shall be read and have effect as if the Licence granted by these Presents had been contained in the principal Indenture and the line of pipes hereby authorized had been included in the principal Indenture and the rent of Two pounds charged in respect of the principal Indenture and these presents 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

written.  
L.  
him named  
of  
— to —  
The Great  
Western  
Railway  
Co<sup>y</sup>  
Licence  
to extend  
existing line  
of pipes from  
Laymore  
Well.  
Supplemental  
Licence  
dated 17<sup>th</sup>  
March 1874

Involvements In witness whereof the said Edward Stafford Howard hath hereunto set his hand and seal and the Company have caused their Common Seal to be affixed the day and year first above written.

E Stafford Howard (S)



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

J M Duncan  
Office of Woods &  
Whitehall place

The Common Seal of The Great Western Railway Company was hereunto affixed in the presence of

G K Mills  
Secy

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

F. J. Wardale  
Deputy Keeper of the Records

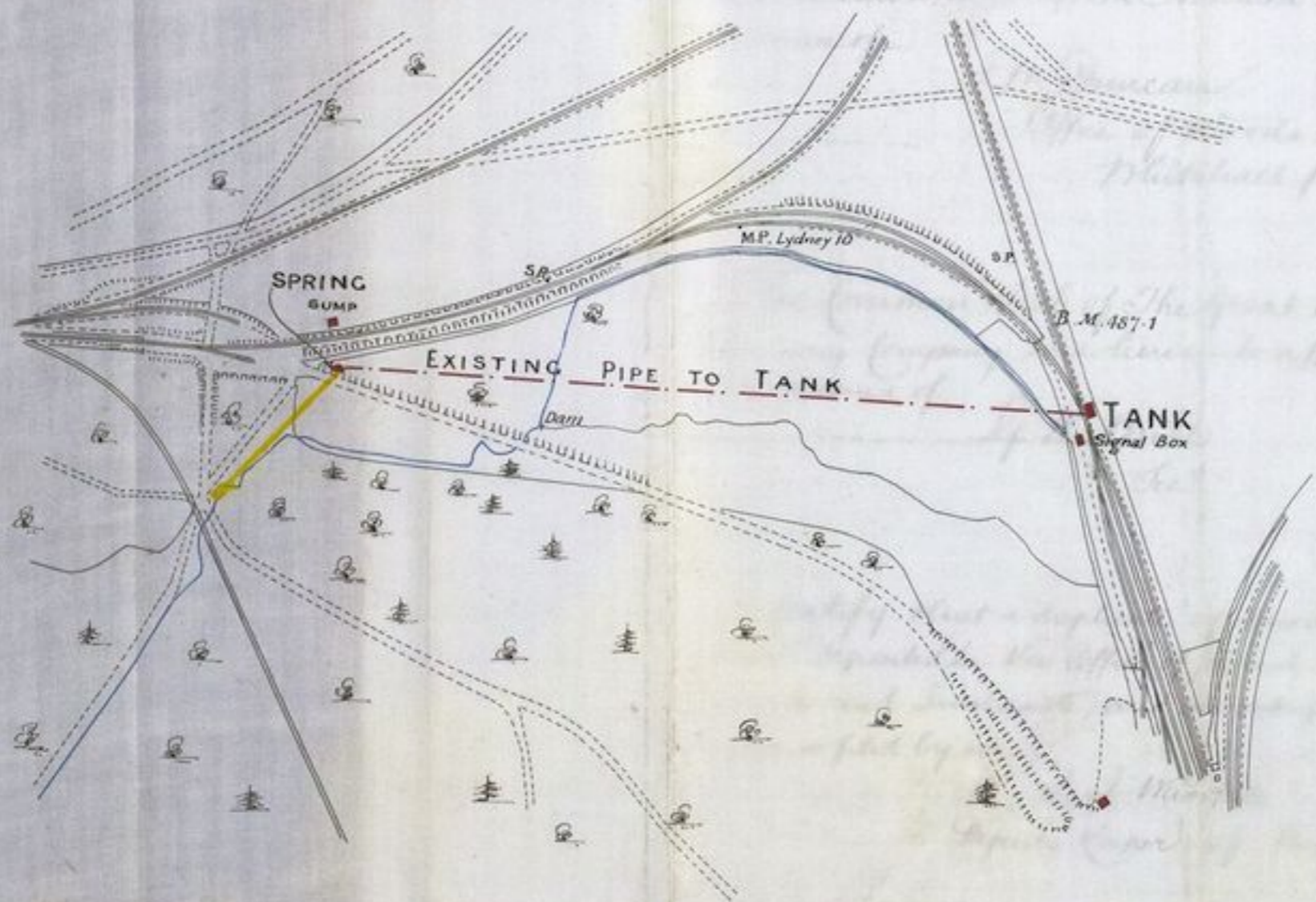
9<sup>th</sup> December 1895

*[Handwritten mark]*

Involvements In witness whereof the said Edward Stafford Howard hath hereunto set his hand and seal and the Company have caused their Common Seal to be affixed the day and year first above written.

E Stafford Howard (S)

Common Seal of the Great Western Railway



Scale 208.33 Feet - 1 Inch.

*Edw Howard*

Stafford  
Company  
day

Dated 13<sup>th</sup>  
Decr 1895

Dean Forest

E. Stafford  
Howard Esq

as Commr of  
Her Majesty's  
Woods &c

— (to) —

N<sup>o</sup>. 13.

Bonsor  
another

LEASE

of two pieces  
of waste land

at or near  
Clearwell Mead

in the Forest  
of Dean to be

held in  
connection

with the Old  
Ham Pit

Iron Mine

Commencing  
29 Sept. 1895

Term of  
years 31

Expires  
29 Sept. 1926

Rent £1

per Annum

**Edw Howard** made the thirteenth day  
of December 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 premises hereby demised of the second part and  
Barthrop Bonsor of N<sup>o</sup>. 18 Billiter Street in the City  
of London and Alexander Scrutton of N<sup>o</sup>. 18 Billiter  
Street aforesaid, Merchants, hereinafter called "the Lessees"  
of the third part Wm Bette that in consideration of the  
rent and covenants hereinafter reserved and contained The  
said Edward Stafford Howard as such Commissioner as aforesaid  
by virtue of every power enabling him so to do Doth by these  
presents demise and lease unto the Lessees All those two  
pieces or parcels of land containing One rood thirty two perches  
or thereabouts situate at Clearwell Mead in the Forest of Dean  
in the County of Gloucester which said pieces of land are part  
of the unenclosed waste land of the said Forest and are more  
particularly described on the plan drawn in the margin hereof  
and are thereon coloured red except and reserving out of this demise  
all mines minerals stone and substrata within or under the  
said land together with all rights powers and authorities incident  
or belonging to the said excepted premises To hold the said pieces  
of land unto the Lessees subject nevertheless to the provisions of  
the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria C43 and 24<sup>th</sup> and 25<sup>th</sup> Victoria C40  
from the twenty ninth day of September One thousand eight hundred  
and ninety five for the term of Thirty one years (determinable  
nevertheless as hereinafter mentioned) for the purpose of maintaining  
the Engine House, Boiler House, Blacksmiths Shop, Mens Cabin,  
and two Store rooms now standing thereon to be held and used in  
connection with and for the better working of the Old Ham Pit  
Gale or Iron Mine of which the Lessees are the registered Owners  
and for no other purpose whatsoever Paying therefor during the  
said term unto The Queen's Majesty her heirs and successors the  
yearly rent of One pound on the twenty ninth day of September  
in every year without any deduction or abatement whatsoever the  
first of such payments to be made on the twenty ninth day of  
September One thousand eight hundred and ninety six And the  
Lessees hereby covenant 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 and Successors the said yearly rent of One pound on the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
- 2 To pay the Land tax and all other taxes sewer 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 their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
- 4 At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers, water courses 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 Gaveler 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 and 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 nor 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 and

in connection with the said Gale or Iron Mine and in strict conformity with the Acts 1 and 2 Victoria Ch 3 S. 25 and 24 and 25 Victoria Ch 40 S. 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the

Deau Forest Mining Commissioners made for the working of Gales Pits Levels and works of Iron or Iron Mines in the said Forest of Dean and Hundred of St Briavels and 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 possession of Her Majesty or of any adjoining Owner or Owners or to do or suffer to be done any act or thing whatsoever which may be a nuisance or annoyance or disturbance to the Lessor or the Lessee or Occupiers of any contiguous premises.

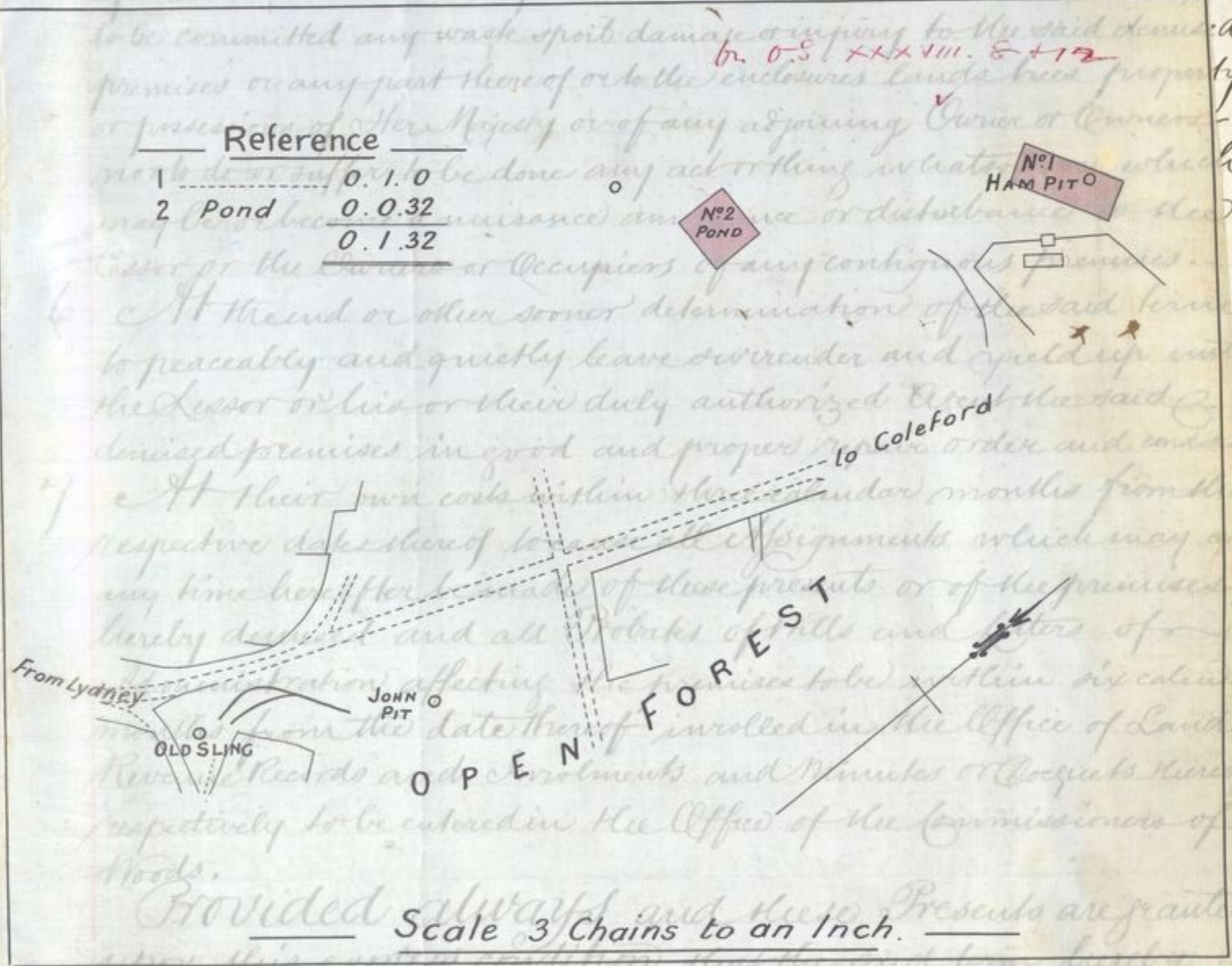
At the end or other sooner determination of the said term the Lessee or his or their duly authorized Agent shall the said demised premises in good and proper order and condition

At their own costs within the calendar months from the respective dates thereof to remove all Assignments which may at any time hereafter be made of these presents or of the premises hereby described and all Debts of Bills 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 and Enrolments and Minutes or Journals 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 Old Ham Pit Gale or Iron Mine shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Deau Forest Mining Commissioners made for working Gales Pits Levels and Works of Iron or Iron Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined 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 and Keep all and singular

Reference	
1	0.1.0
2 Pond	0.0.32
	0.1.32



in connection with the said Gale or Iron Mine and in strict conformity with the Acts 1 and 2 Victoria C43 S. 25 and 24 and 25 Victoria C40 S. 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 Pits Levels and Works of Iron or Iron Mines in the said Forest of Dean and Hundred of St Briavels and 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 nor 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 the Owners or Occupiers of any contiguous premises.

6 At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition

7 At their 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 Mills 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 and Inrolments and Minutes or Doquets 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 Old Ham Pit Gale or Iron Mine 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 Pits Levels and Works of Iron or Iron Mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined 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 Lessees do not in all things observe perform and Keep all and singular





Signed sealed and delivered by the within named  
Barthrop Bonsor in the presence of  
Alexander King  
18 Billiter St. E  
Clerk

Signed sealed and delivered by the within named  
Alexander Scrutton in the presence of  
Alexander King  
18 Billiter St. E  
Clerk

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. Wardale  
Deputy Keeper of the Records

23<sup>rd</sup> December 1895

herein  
according  
and  
may  
uses as  
ades  
le by  
addition  
rent for  
such  
reed  
they  
so long  
in the  
on  
time  
iection  
esses  
old  
served  
such  
said  
is deed  
d by  
nd  
aking  
Records  
parties  
we -  
ear first  
t  
tory  
med

*In Subed*

Dated 18<sup>th</sup> December 1895

Dean Forest

Edw<sup>d</sup> Stafford Howard Esq  
a Commissioner of Her Majesty's Woods & Forests

The Trafalgar Colliery Comp<sup>y</sup> Ltd

Lease

of waste land at or near the Steam Mills, Cinderford in the Forest of Dean to be held in connection with the Trafalgar Colliery about Wharf and for Coke burning upon a yearly tenancy.

Rent £3 per Annum.

Determinable as within mentioned.

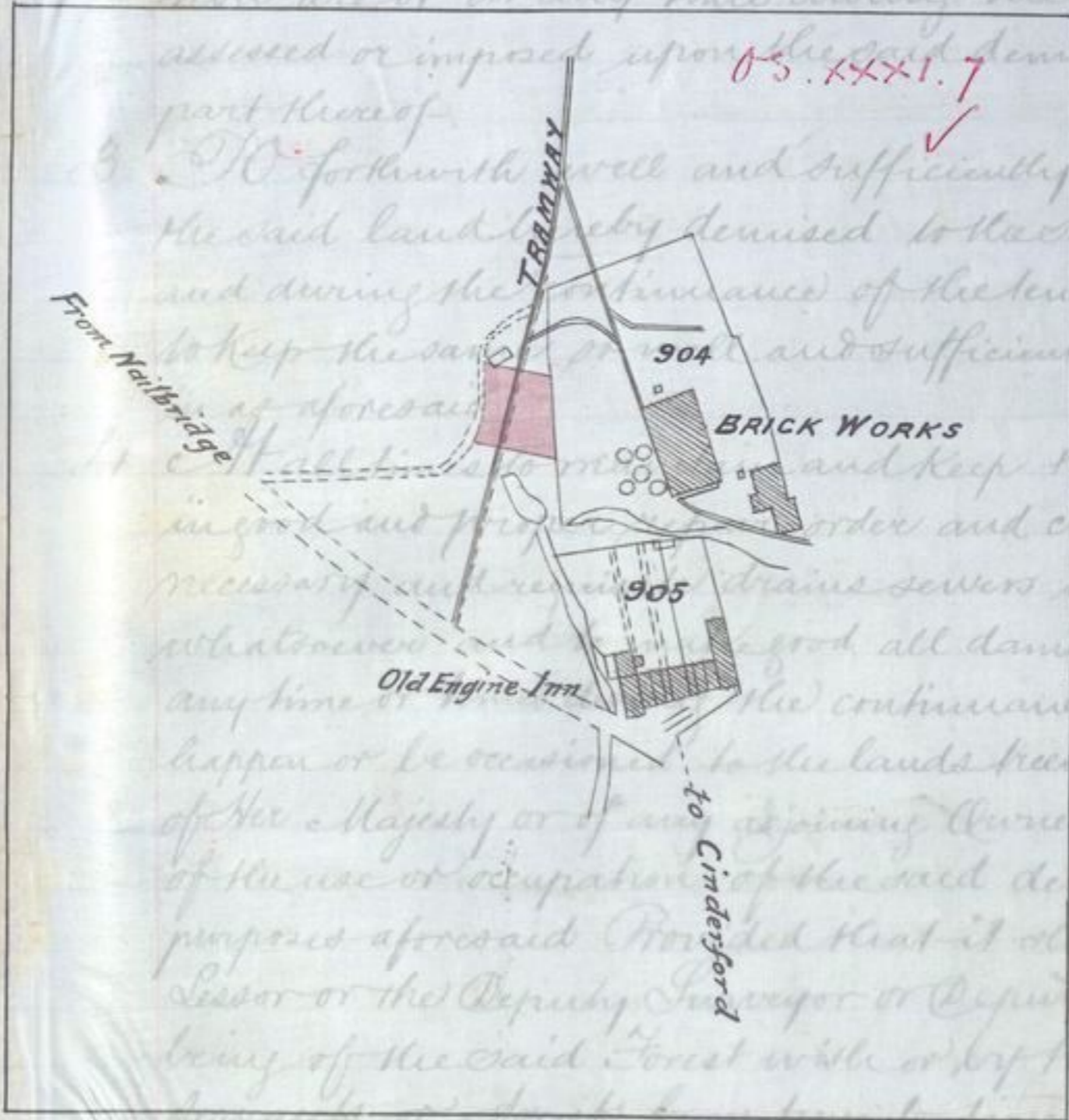
*Assignment  
See p 49*

**This Indenture** made the eighteenth day of December 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 Lands Revenues in charge of the premises hereby demised of the second part and The Trafalgar Colliery Company Limited hereinafter called "the Lessees" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the Lessees **AND** those two pieces or parcels of land containing together thirty three perches or thereabouts situate near the Steam Mills Cinderford in the Forest of Dean in the 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 in the margin hereof and is thereon coloured red except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises **TO HOLD** the said piece of land unto the Lessees subject nevertheless to the provisions of the Acts for the purposes of 1 and 2 Victoria C43 and 24 and 25 Victoria C40 from the second day of February One thousand eight hundred and ninety five upon a yearly tenancy (determinable nevertheless as hereinafter mentioned) for the purposes of a Coal Wharf and coke burning and to be held and used in connection with the Trafalgar Colliery of which the Lessees are the registered Owners and for no other purpose whatsoever Paying therefor during the said tenancy unto The Queen's Majesty Her heirs and Successors the yearly rent or sum of Three pounds by equal half yearly payments on the second day of February and the second day of August in every year without any deduction or abatement whatsoever the first of such payments having become due on the second day of August One thousand eight hundred and ninety five **AND** the Lessees hereby

covenant 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 and successors the said yearly rent of Three pounds on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.

2 To pay the Land tax and all other taxes sewer 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 the tenancy at their own costs to keep the said premises and sufficiently enclosed and fenced in good and proper order and condition and with all necessary drains sewers water courses and amendments whatsoever and to keep the same in 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 Gouerner for the time being of the said Forest with or by his or their Workmen,

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 and obtained or 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 nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purpose aforesaid and in strict conformity with the Acts

covenant 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 and successors the said yearly rent of Three pounds on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.
- 2 To pay the Land tax and all other taxes sewer 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 the tenancy at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
- 4 At all times to maintain and keep the said demised premises in good and 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 Gaveler 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 and obtained or 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 nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purpose aforesaid and in strict conformity with the Acts

Assigned to  
Hyfronhay Colliery  
The Foxes Bridge  
Colliery Co Ltd  
23 April 1919  
File 2058

1 and 2 Victoria C. 43 Sec: 25 and 24<sup>th</sup> and 25<sup>th</sup>  
Victoria C 40 S. 6 and (so far as the same may be  
applicable thereto) the rules orders and regulations of the  
Deau Forest Mining Commissioners made for the working  
of Gales Pits Levels and Works of Coal or Coal Mines in the  
said Forest of Deau and Hundred of St Briavel, and  
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 nor 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.

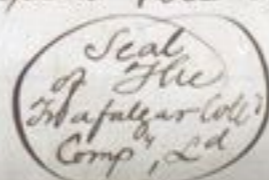
- 6 At the end or other sooner determination of the  
said tenancy to peaceably and quietly leave Surrender  
and yield up unto the Lessor or his or their duly authorized  
Agent the said demised premises in good and proper repair  
order and condition.
- 7 At their own costs within three calendar months from  
the respective dates hereof 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 and Involvements and  
minutes or Doquets thereof respectively to be entered in the  
Office of the Commissioners of Woods.

Provided always that the tenancy hereby created  
may be determined at the end of any year thereof by the  
Lessor upon giving to the Lessees three calendar months notice  
in writing for that purpose and such notice shall be  
delivered at or sent by post to the usual or last known  
place of business or residence of the Lessees and any such  
determination shall be without prejudice to any remedies  
or rights of the Lessor in respect of any breaches by the  
Lessees of all or any of the covenants and conditions on  
their part hereinbefore contained.

Provided always and these presents are granted  
upon this express Condition that the said term hereby

granted shall absolutely cease and determine when the said  
 Trafalgar Gale or Colliery 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 Pits  
 Levels and Works of Coal or Coal Mines within the said Forest  
 and Hundred or the grant of the said Gale or Work shall be otherwise  
 determined Provided also and these Presents are upon  
 this express condition that if the said rent of Three pounds  
 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 Lessees do not in all things  
 observe perform and keep all and singular the covenants provisoes  
 conditions and restrictions herein contained and on their 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 Lessees to Her Majesty her heirs and 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 and assigns or so long as the reversion of  
 the demised premises is vested in the Crown the Commissioner or  
 Commissioners Gaveller or Deputy Gaveller or other the person or persons  
 for the time being entitled by law to the management and direction  
 thereof and that all rights and obligations of the Lessees under these  
 presents shall devolve with the leasehold interest hereby created  
 and be accordingly enjoyed observed and performed by the person or  
 persons in whom such interest shall for the time being be vested  
 And the said Edward Stafford Howard doth hereby direct that  
 this Deed shall be deemed to be 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 Edward Stafford Howard hath  
 hereunto set his hand and seal and the Lessees have caused their  
 Common seal to be hereunto affixed the day and year first above written.

E Stafford (to) Howard



J Bennett Brain } Directors  
 James Smith }

J. W. J. Brain Secretary

Signed sealed and delivered by the within named  
Edward Stafford Howard in the presence of  
A. G. Campbell (Clerk in Holy Orders)  
Mardfield Binfield

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. Wardale

Deputy Keeper of the Records

31<sup>st</sup> December 1895

Chas. J. Wardale  
Dec 95

FRM  
L.R.R.

Dean  
Easem  
L. J.  
Permis  
enclos  
small p  
landin  
of his  
31 Dec

*Office of Woods, & S.W.*

31<sup>st</sup> October 1895

Dear Forest 1783.

Easements  
S. Hoare  
Permission  
enclose of  
small piece of  
land in front  
of his house

Sir, Dear Forest

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 Drybrook near Ellwood Lodge to keep off Cattle.

31 Oct: 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 is to be paid in advance on the 1<sup>st</sup> November 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.

I am, Sir,  
Your obed<sup>t</sup> servant  
J M Duncan

Mr. Stephen Hoare  
Drybrook

Drybrook  
November 1895

Sir,

I beg to accept the offer in the official letter dated 31<sup>st</sup> ult<sup>o</sup> of permission during the pleasure of your department to fence in a small piece of ground opposite my house at Drybrook as shown on the plan accompanying your letter, and I agree to pay the annual acknowledgment of 2/6<sup>d</sup> and to observe the conditions specified in the said letter.

I am  
Sir

Your obedient servant  
Stephen Hoare

Stafford Howard Esq

*Stafford Howard*

med  
orders)  
been  
nd  
me.  
ords

ENW





Dean Forest

1783.

Office of Woods, & S.W.

31<sup>st</sup> October 1895

Easements

S. Hoare

Sir,

Dean Forest

Permission

enclose as

small piece of

land in front

of his house

31 Oct<sup>r</sup> 1895

M<sup>r</sup> Baylis, the Deputy Surveyor, has reported to M<sup>r</sup> Stafford Howard your application for permission to fence in a small piece of waste in front of your house at Drybrook near Ellwood Lodge to keep off cattle.

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 is to be paid in advance on the 1<sup>st</sup> November in ~~1893~~ 1895 during the continuance of the same.



D r y b r o o k

On your O.S. Sheet XXXIX. 9. Ellwood Lodge showing the enclosed letter to allow you to proceed with the fence.

I am, Sir, Your obedient Servant  
J. M. Duncan

Drybrook  
November 1895

I have accepted the offer in the official letter dated 31<sup>st</sup> Oct<sup>r</sup> 1895 of permission during the pleasure of your Department to fence a small piece of ground opposite my house at Drybrook 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 the said letter.

I am Sir

Your obedient Servant  
Stephen Hoare

Stafford Howard Esq

Handwritten initials and marks at the bottom of the page.

Dean Forest 1338.

Essements  
A Knight  
Permission to  
fence

19<sup>th</sup> Aug 1895

*M* Office of Woods & SW  
19<sup>th</sup> Aug 1895

Sir, Dean Forest

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

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

A fence 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 5/- 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 5/- to the Deputy Surveyor he will be instructed to allow you to proceed with the fencing.

Mr A Knight  
Broad Street  
Littledean Glos.

I am,  
Sir, Your obedient servant  
J. M. Duncan

15-12-95

N<sup>o</sup> 1338Greenway  
Littledean

Dear Sir, Re enclosing land in  
front of house at Greenway.

I have enclosed Agreement signed, and also the sum of 5/- (by postal Order)

Could you change the date of payment from August the first to January the first, if so you will greatly oblige

Stafford Howard Esq

Yours truly  
A. Knight

J.S.

P.S. I should have replied before but have been undecided about stopping at the house.

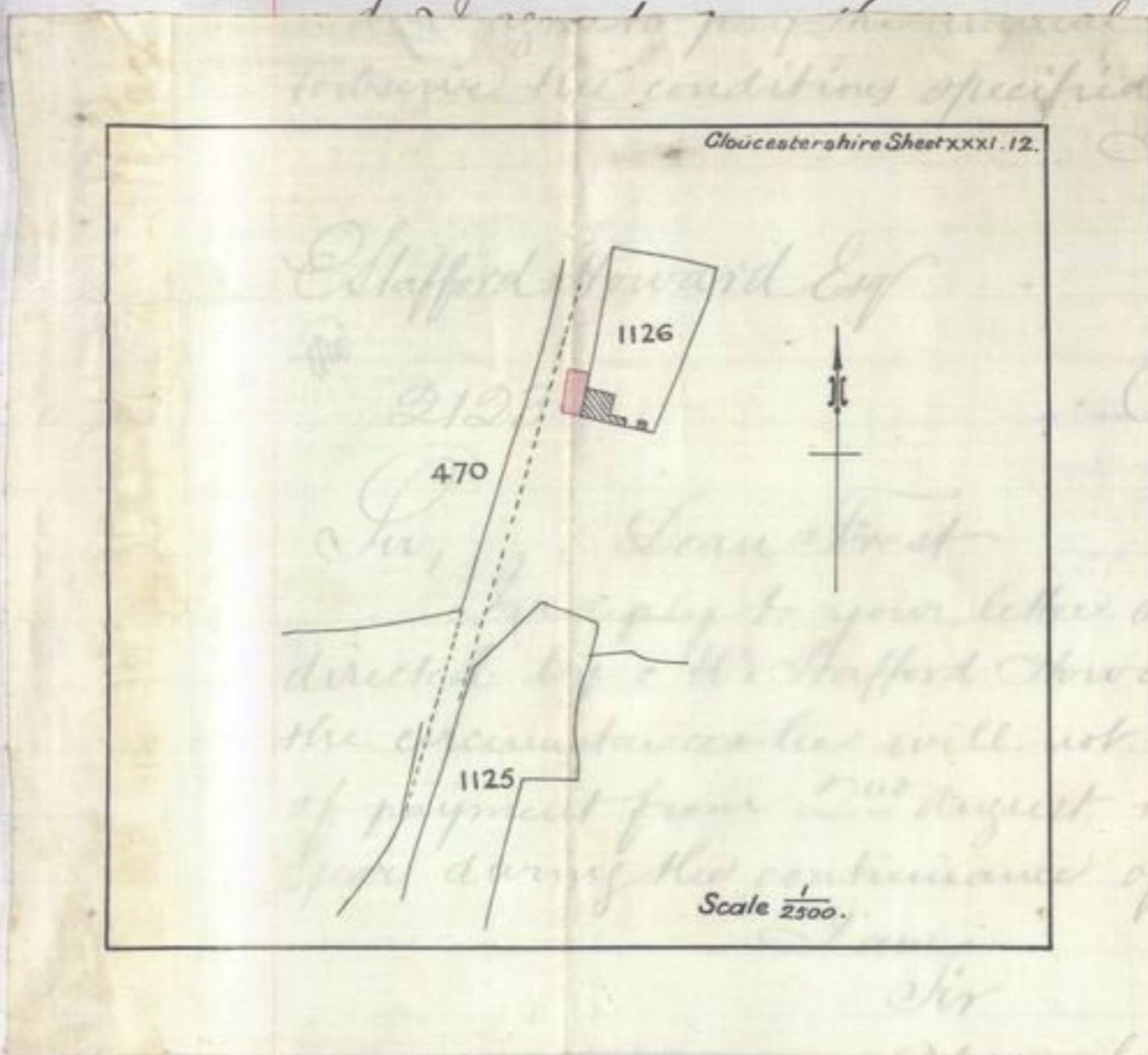
*W*

1338

Littledean

15<sup>th</sup> December 1895

Sir,  
I beg to accept your offer dated 19<sup>th</sup> August 1895 of permission during the pleasure of your Department to fence in a small piece of ground opposite my house at Greenway, Littledean, as shown on the plan accompanying your letter and to pay the cost of the fence and acknowledgment of 5/- and to observe the conditions specified in your said letter.



I am Sir,  
Your obedient Servant  
Aaron Knight

Office of Woods, & L.W.  
30<sup>th</sup> Decr. 1895

Sir,  
In reply to your letter of the 15<sup>th</sup> instant I am directed by Mr. Stafford & Ward to state that under the circumstances we will not object to altering the date of payment from 2<sup>nd</sup> August to 1<sup>st</sup> January in each year during the continuance of the permission.

Sir  
Your obedt Servant  
J M Duncan

W. A Knight  
Greenway  
Littledean, Glos.  
T.M.

P.S. I should have replied before but have been undecided about stopping at the house.

1338

Littledean

15<sup>th</sup> December 1895

Sir,  
I beg to accept your offer dated 19<sup>th</sup> August 1895 of permission during the pleasure of your Department to fence in a small piece of ground opposite my house at Greenway, Littledean, as shown on the plan accompanying your letter and I agree to pay the annual acknowledgment of 5/- and to observe the conditions specified in your said letter.

I am Sir,

Your obedient Servant  
Aaron Knight

Stafford Howard Esq

2123

Office of Woods, &c. L.W.  
30<sup>th</sup> Decr. 1895

Sir, Dean Forest

In reply to your letter of the 15<sup>th</sup> instant I am directed by Mr. Stafford Howard to state that under the circumstances he will not object to altering the date of payment from 2<sup>nd</sup> August to 1<sup>st</sup> January in each year during the continuance of the permission.

I am,  
Sir

Your obedt Servant  
J M Duncan

W. A Knight  
Greenway  
Littledean, Glos  
T.M.

Forest  
ication  
step  
p off  
elling  
the  
cins  
also  
rom  
you



New Forest  
Easements

Mr Bradburne

Permission to  
make track at  
Lyburn

2048

File #173<sup>I</sup>

Office of Woods &  
Mitchell Place, L.W.  
19<sup>th</sup> Decr. 1895

19<sup>th</sup> Decr. 1895

Sir, New Forest  
Mr. Lascelles, the Deputy Surveyor of the New  
Forest, has reported to me that you have applied for  
permission to make and maintain a gravelled track  
across a piece of the Crown waste adjoining your property  
at Lyburn.

In reply I have to state that I am willing to  
grant you permission to make and maintain during  
the pleasure of this Department a gravelled track across  
the Crown waste as shown by a dotted red line on the  
accompanying tracing subject to your paying in advance  
an acknowledgment of 2/6<sup>d</sup> on the 1<sup>st</sup> December 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.

Upon your dating signing and returning the  
accompanying letter to this Office and paying the  
acknowledgment of 2/6<sup>d</sup> to Mr Lascelles he will be  
instructed to allow you to proceed with the construction  
of the track.

Yours faithfully  
Mr Bradburne

I am

Sir

Lyburn  
Bramshaw, Hants

Your obedient Servant  
E Stafford Howard

Lyburn, Bramshaw, Hants  
Sir New Forest

20<sup>th</sup> December 1895

I beg to accept your offer of permission to make  
and maintain during the pleasure of your Department  
a track across the Crown waste at Lyburn as shown  
on the plan accompanying your letter of the 19<sup>th</sup> inst<sup>t</sup>  
and I agree to pay the acknowledgment, and to observe  
the conditions specified in such letter

I am Sir,

Your obedt Servant

E Stafford Howard Esq  
Commissioner of Woods &

Mary A Bradburne

New Forest  
Easements

Mr Bradburne

Permission to  
make track at  
Lyburn

2048<sup>d</sup>

file

H 173<sup>I</sup>

Office of Woods &  
Mitchell Place, S.W.

19<sup>th</sup> Decr. 1895

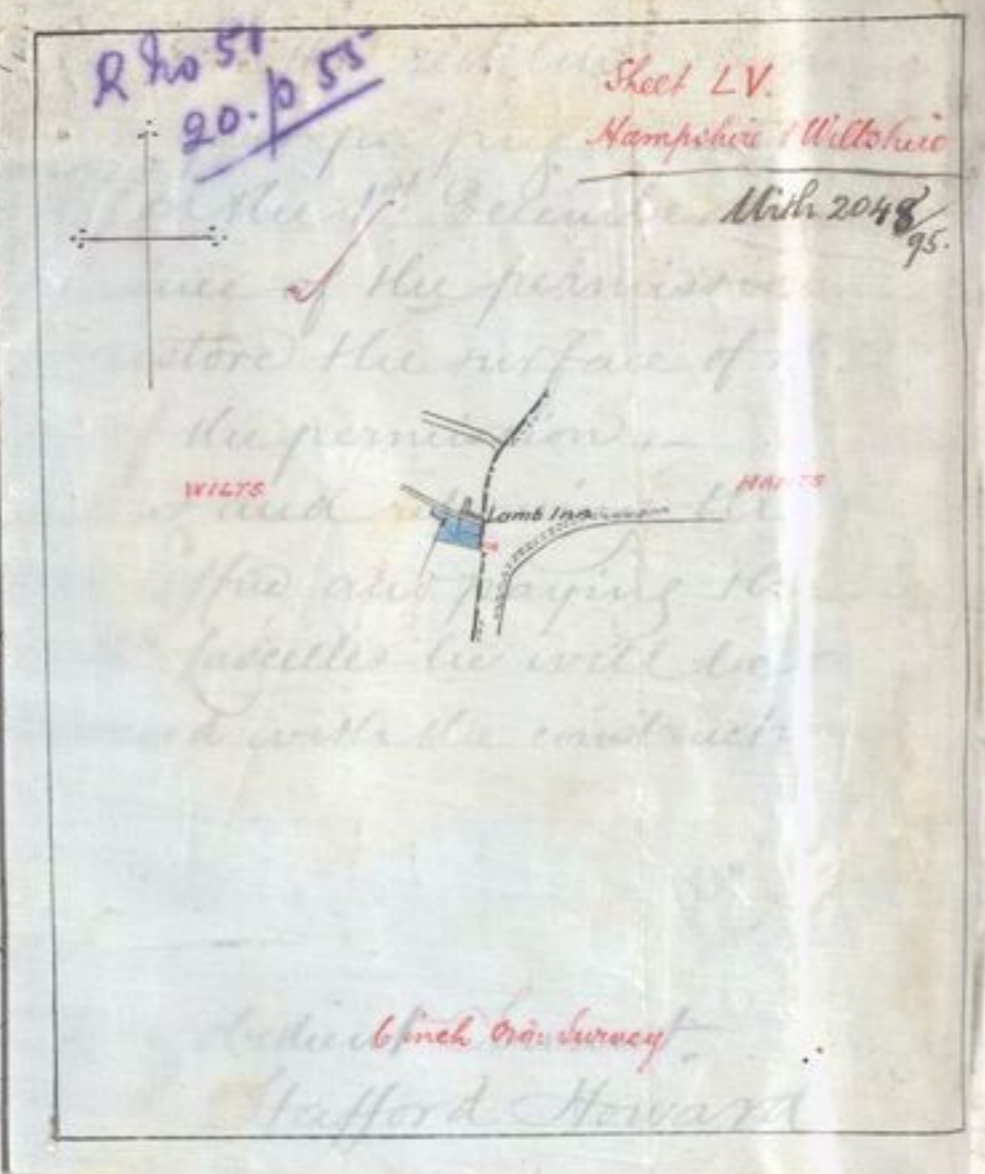
Sir, New Forest  
Mr. Caselles, the Deputy Surveyor of the New  
Forest, has reported to me that you have applied for  
permission to make and maintain a gravelled track  
across a piece of the Crown waste adjoining your property  
at Lyburn.

19<sup>th</sup> Decr. 1895

In reply I have to state that I am willing to  
grant you permission to make and maintain during  
the pleasure of this Department  
the Crown waste as shown  
accompanying tracing and  
an acknowledgment of  
each year during the course  
and to your undertaking  
soil on the determination

Upon your dating  
accompanying letter to  
acknowledgment of 2<sup>d</sup> Decr  
I am instructed to allow you to  
of the track.

I am  
Mr Bradburne  
Lyburn  
Bramshaw, Hants



Lyburn, Bramshaw, Hants  
Sir New Forest  
20<sup>th</sup> December 1895

I beg to accept your offer of permission to make  
and maintain during the pleasure of your Department  
a track across the Crown waste at Lyburn as shown  
on the plan accompanying your letter of the 19<sup>th</sup> inst  
and I agree to pay the acknowledgment, and to observe  
the conditions specified in such letter

I am Sir,  
Your obedt Servant  
Mary A Bradburne

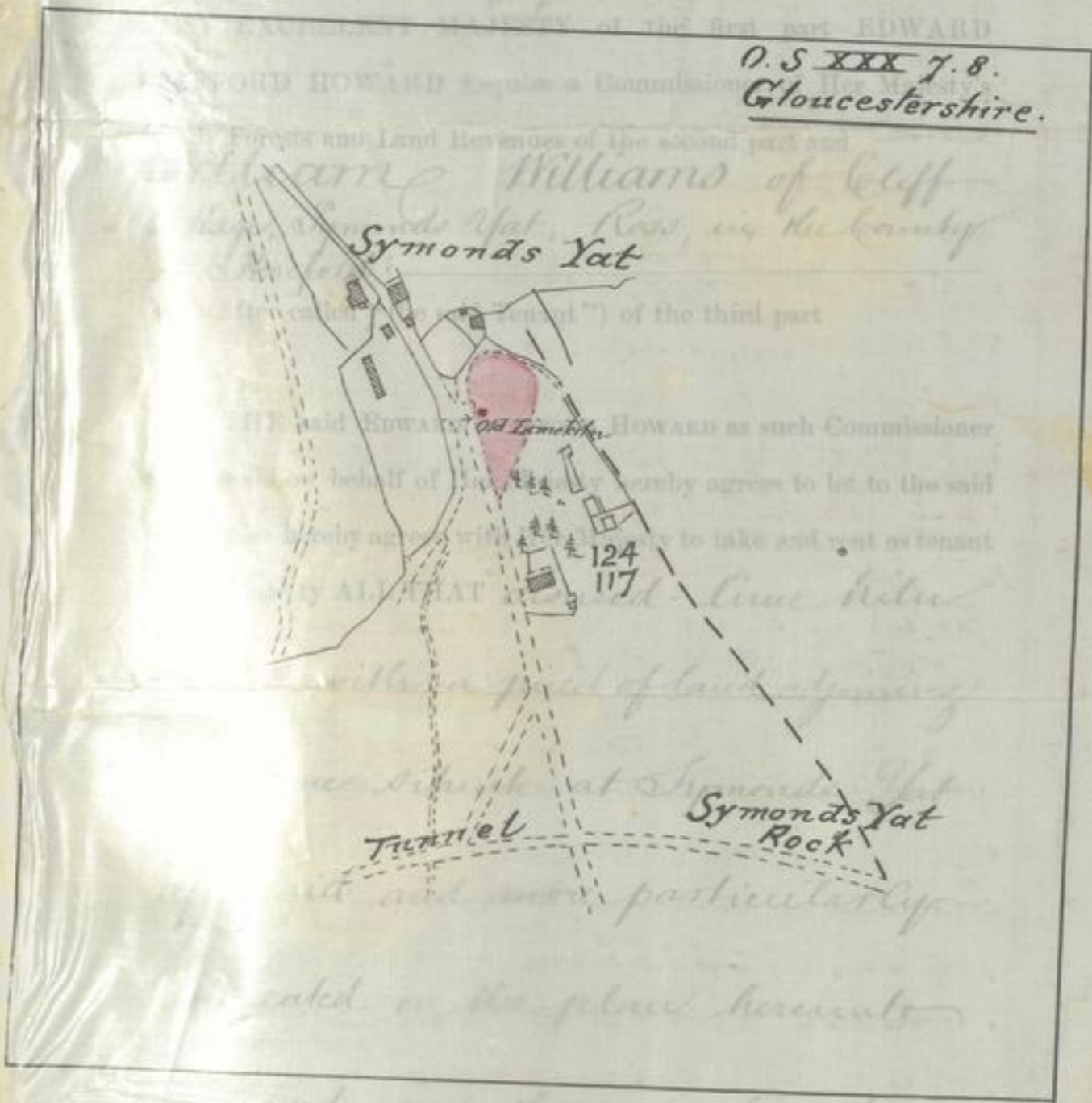
E Stafford Howard Esq  
Commissioner of Woods &

Record  
Duplicately

Articles of Agreement made the

One thousand

*O.S. XXX 7.8.*  
*Gloucestershire.*



pink

lately in the

occupation of

together with the fixtures therein TO HOLD the same hereditaments

to the said tenant

W  
New  
for  
ck  
property  
y to  
turning  
LV.  
shire / Wiltshire  
with 2048/95.  
MAR 75  
95  
to make  
tment  
rown  
just  
observe

Record  
Duplicating

**Articles of Agreement** made the  
*twenty-sixth* 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 a Commissioner of Her Majesty's  
 Woods Forests and Land Revenues of the second part and  
*William Williams of Cliff*  
*Cottage, Symonds Yat, Ross, in the County*  
*of Hereford*  
 (hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD 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 *divided lime kiln*  
*together with a piece of land adjoining*  
*the same situate at Symonds Yat*  
*aforesaid and more particularly*  
*delineated on the plan herewith*  
*annexed and thereon coloured*  
*pink* \_\_\_\_\_

\_\_\_\_\_ lately in the  
 occupation of \_\_\_\_\_  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant \_\_\_\_\_

L.W  
 5  
 New  
 d for  
 ack  
 ing  
 down  
 com  
 the  
 595  
 to make  
 rtment  
 shown  
 7<sup>th</sup> inst  
 observe





New Forest  
 Casebooks  
 Mr Bradburne  
 Permission to  
 make track at  
 Lyburn

19<sup>th</sup> Decr. 1895

from the *first* — day of *October* 1895  
 as tenant from year to year (the tenancy being however determinable  
 as after mentioned) at the yearly rent of *One pound*  
 to be paid to *the Deputy Surveyor of Highmeadow Woods*  
 free from all taxes rates and deductions whatsoever (except Landlord's  
 property tax) by equal Quarterly payments on the *first* —  
 day of *January* — the *first* — day of  
*April* — the *first* — day of *July* —  
 and the *first* — day of *October* — in every year  
 the first Quarterly payment to be due on the *first* —  
 day of *January next* — AND the said tenant  
 hereby agrees that he will pay to the Queen's Majesty the said yearly  
 rent of *One pound* — on the days  
 and in the manner aforesaid And will also pay the land tax sewer  
 rates and all other rates taxes and assessments whatsoever  
 (except the Landlord's property tax) now or hereafter to be imposed  
 in respect of the said premises Together with a proportionate part  
 thereof for the period which shall elapse between the Quarterly day  
 of payment next preceding the expiration of the said tenancy and the  
 day on which the same shall expire AND also will 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 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 premises (hereinafter called "the  
 said Commissioner or Commissioners") or to whom he or they may

E. Stafford Howard Esq  
 Commissioner of Woods &c.

Mary A. Bradburne

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 <sup>six</sup> ~~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 EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

*Fas*

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

*Edward Howard*

*Guthrie  
Miel of 15 oaks etc  
Whitch all Place*

Signed by the above-named  
William Williams  
in the presence of

*William Williams*

*Witness*

*Henry Smith  
Crown Woodman*

New Forest  
Casebooks  
Mr Bradburne  
Permission to  
make track at  
Lylburn

19<sup>th</sup> Decr 1895

I

Dated 19<sup>th</sup> Decr 1895

EDWARD STAFFORD HOWARD, Esq.,  
a Commissioner of Her Majesty's Woods,

&c.,  
AND

William Williams

AGREEMENT for letting  
a downed lime kiln  
on a Yearly Tenancy from the  
1<sup>st</sup> October 1895

Rent £ 1 0 0 per Annum.

W H & L (S) - 50009 - 5001-95

E Stafford Howard Esq  
Commissioner of Woods &c.

Mary A Bradburne

Goods P  
place, SW.  
16<sup>th</sup> January 1896

orted to this  
by certain of  
waste of the  
ed tracing, -  
ard to state that  
habitants of  
foresaid road  
as the Highway  
roads, namely

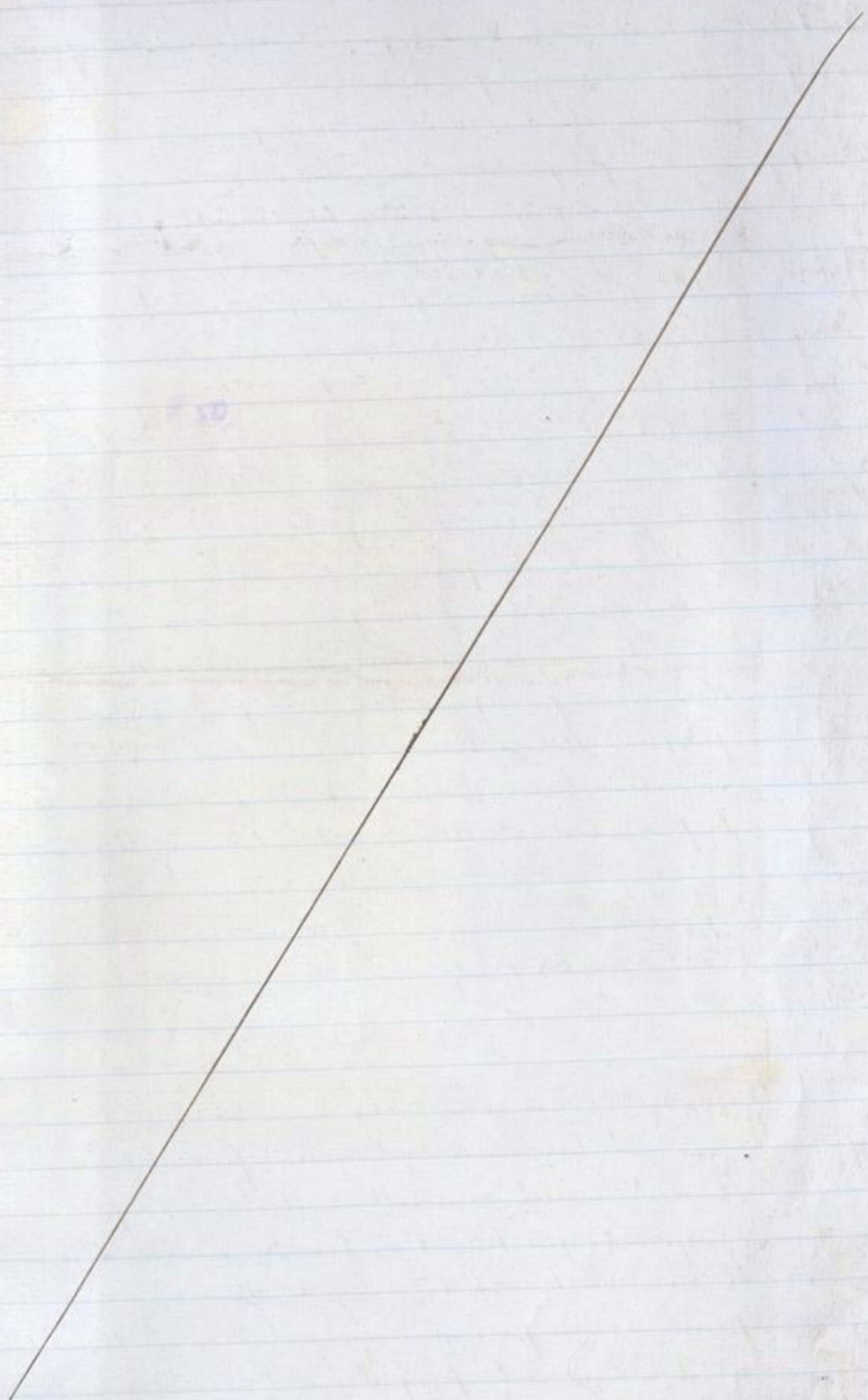
and is subject  
- 1/- but if the  
authority the  
be good enough

servant  
incan

January 1896

Your letter  
of Sway to  
please enclosed  
contained in  
acknowledgmt.  
permission.

Stagen  
Committee



Dated 16<sup>th</sup> January 1896