Dean Forest Easements Collecting Boxes

Forest of Dean Labour Assoc^n Acceptance of Conditions of Easement.

1785

Cinderford
19th October 1896

Sir,

On behalf of the Forest of Dean Labour Association, I beg to accept the offer contained in your letter of the 19th inst of permission to maintain during the pleasure of your Department six boxes on the waste of the Forest at the places indicated in your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified

I am, Sir,
Your obedient Servant
G H Rowlinson
Agent of
Forest of Dean Labour Association

E Stafford Howard Esq
&c &c &c.

1785

Office of Woods, &c
19th Oct. 1896

Sir,

Dean Forest

Mr Baylis, the Deputy Surveyor, has reported to me your application on behalf of the Forest of Dean Labour Association for permission to place boxes on the waste of the forest near certain Collieries for the purpose of collecting money from the Miners.

In reply I have to state that I am willing to give to the Forest of Dean Labour Association permission to place & maintain during the pleasure of this department six wooden boxes on the waste of the forest near the following Collieries, vizt, Trafalgar, Flour Mill, Crumpmeadow, Foxes Bridge, Fancy, and Lightmoor Collieries, the boxes to be 6 feet in height, 4 ft 6 in: in depth and 4 ft: 6 in: in breadth.

This permission to be subject to the following conditions –

I. The payment of an acknowledgment of 1/- per box per ann^m such acknowledgment to be paid in advance, on the 1st Octr in each year during the continuance of the permission.

II. That the boxes are fixed with the approval of the Owners of the particular Collieries and that the sites are approved by the Deputy Surveyor.

If the Association accepts these terms, you will be good enough to return the enclosed letter signed, and pay the sum of 6/- to Mr Baylis.

I am &c
E Stafford Howard

Mr. G. H. Rowlinson
Forest of Dean Labour Association
Miners Office
Cinderford. Glos

Filed

Dated 17th December 1896

County of Southampton

Henry Tilley & Frank Barnabas Courtenay Esqrs

— to —

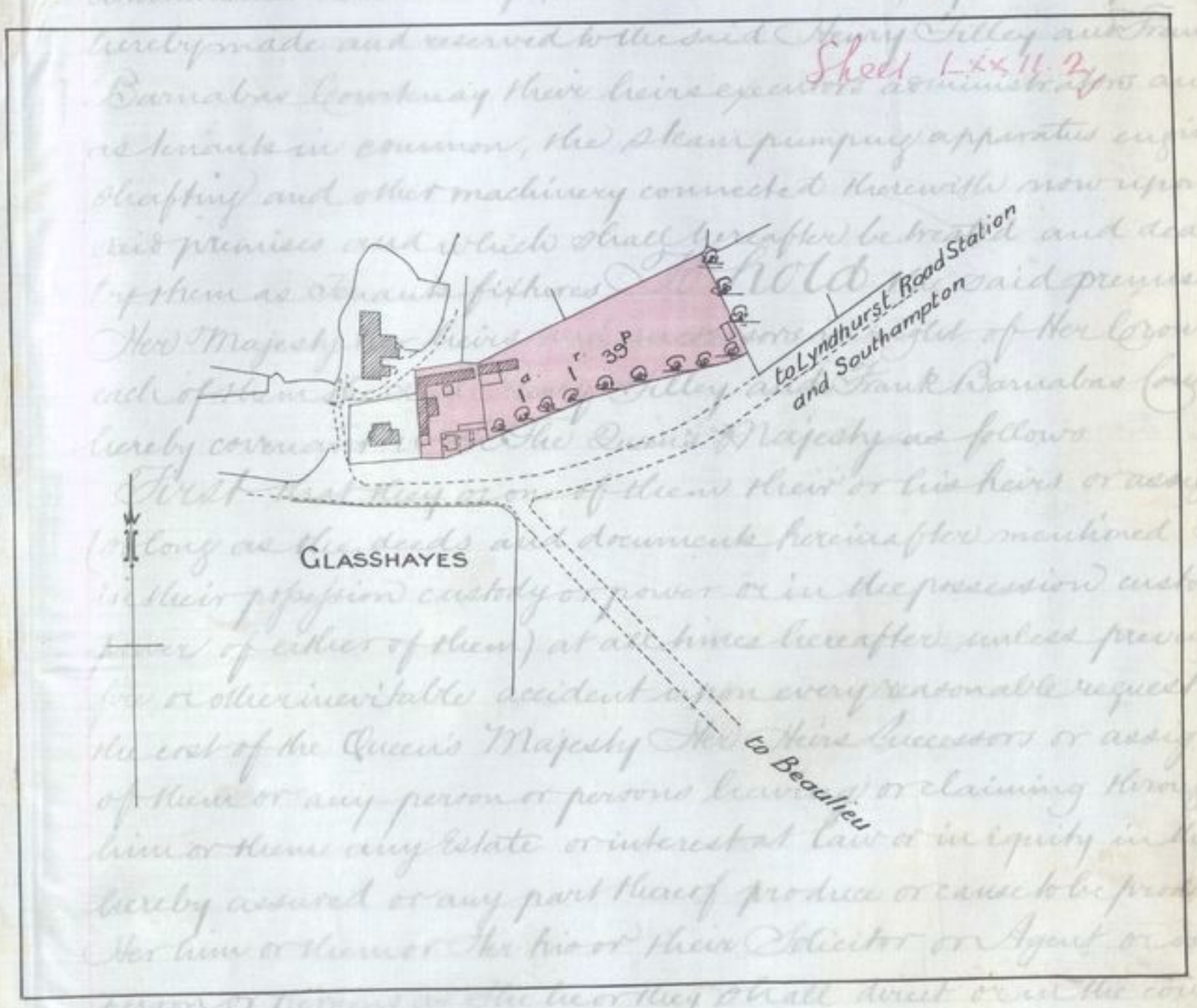
The Queen's Most Excellent Majesty.

Conveyance of freehold hereditams situate at Lyndhurst.

This Indenture made the seventeenth day of December One thousand eight hundred and ninety six Between Henry Tilley of Allerton Putney in the County of Surrey Gentleman and Frank Barnabas Courtenay of Bournemouth in the County of Southampton Gentleman of the first part Edward Stafford Howard Esquire one of the Commissioners of Her Majesty's Woods Forests and Land Revenues of the second part and The Queen's Most Excellent Majesty of the third part **Whereas** the said Henry Tilley and Frank Barnabas Courtenay are seised in fee simple in possession free from incumbrances in equal undivided moieties of the hereditaments hereinafter described and intended to be hereby assured **And whereas** the said Edward Stafford Howard in exercise of the powers of the Acts 10th George the fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant bearing date the third day of December One thousand eight hundred and ninety six has contracted with the said Henry Tilley and Frank Barnabas Courtenay for the purchase on behalf of Her Majesty of the said hereditaments and the fee simple and inheritance thereof free from all incumbrances at the price of One thousand five hundred pounds **And whereas** the several deeds specified in the Schedule hereto relate as well to the said hereditaments as to other hereditaments of the said Henry Tilley and Frank Barnabas Courtenay and it has been agreed that the said Henry Tilley and Frank Barnabas Courtenay shall enter into such covenant in relation thereto as is hereinafter contained **Now this Indenture witnesseth** that in pursuance of and for effectuating the said sale and in consideration of the sum of One thousand five hundred pounds on or before the execution of these presents paid by the said Edward Stafford Howard on behalf of The Queen's Majesty to the said Henry Tilley and Frank Barnabas Courtenay in equal shares of which sum of One thousand five hundred pounds so paid the said Henry Tilley and Frank Barnabas Courtenay hereby respectively acknowledge the receipt the said Henry Tilley as to the one undivided moiety to

which he is entitled and as Beneficial Owner and the said Frank Barnabas Courtenay as to the other undivided moiety to which he is entitled and as Beneficial Owner do by these Presents respectively grant and convey unto The Queen's Majesty Her Heirs and Successors All that piece or parcel of land containing One acre one rood and thirty nine perches or thereabouts situate in the Parish of Lyndhurst in the County of Southampton Together with the Cottage Farm and other buildings erected thereon which premises are more particularly delineated on the Plan indorsed hereon and thereon coloured Red Together with all such fixtures as are usually called or denominated Landlords fixtures Save and Except out of the assurance hereby made and reserved to the said Henry Tilley and Frank Barnabas Courtenay their heirs executors administrators and assigns as tenants in common, the steam pumping apparatus engine pump shafting and other machinery connected therewith now upon the said premises and which shall hereafter be erected and dealt with by them as tenants fixtures To hold the said premises unto Her Majesty Her Heirs and Successors Queen of Her Crown and each of them the said Henry Tilley and Frank Barnabas Courtenay hereby covenant with the Queen's Majesty as follows

First that they or one of them their or his heirs or assigns will (along as the deeds and documents hereinafter mentioned shall be in their possession custody or power or in the possession custody or power of either of them) at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the cost of the Queen's Majesty Her Heirs Successors or assigns or any of them or any person or persons having or claiming through by him or them any Estate or interest at law or in equity in the premises hereby assured or any part thereof produce or cause to be produced to her him or them or their Solicitor or Agent or such other person or persons as she he or they shall direct or in the course of any judicial or other proceeding or otherwise as occasion shall require all or any of the deeds mentioned in the Schedule hereunder written for the proof defence and support of the title and possession of The Queen's Majesty Her Heirs Successors or assigns or any such other person or persons as aforesaid to the premises hereby assured or any part thereof and will at the like request and cost permit the same to be examined inspected or given in evidence And will also at the like request and cost of the Queen's Majesty Her Heirs Successors or assigns or any such other person or persons as aforesaid



which he is entitled and as Beneficial Owner and the said Frank Barnabas Courtenay as to the other undivided moiety to which he is entitled and as Beneficial Owner do by these Presents respectively grant and convey unto The Queen's Majesty Her Heirs and Successors All that piece or parcel of land containing One acre one rood and thirty nine perches or thereabouts situate in the Parish of Lyndhurst in the County of Southampton Together with the Cottage Farm and other buildings erected thereon which premises are more particularly delineated on the Plan indorsed hereon and thereon coloured Red Together with all such fixtures as are usually called or denominated Landlords fixtures Save and Except out of the assurance hereby made and reserved to the said Henry Tilley and Frank Barnabas Courtenay their heirs executors administrators and assigns as tenants in common, the steam pumping apparatus engine pump shafting and other machinery connected therewith now upon the said premises and which shall hereafter be treated and dealt with by them as Tenants fixtures To hold the said premises unto Her Majesty her heirs and successors in right of Her Crown And each of them the said Henry Tilley and Frank Barnabas Courtenay hereby covenant with The Queen's Majesty as follows

First that they or one of them their or his heirs or assigns will (so long as the deeds and documents hereinafter mentioned shall be in their possession custody or power or in the possession custody or power of either of them) at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the cost of the Queen's Majesty Her Heirs Successors or assigns or any of them or any person or persons having or claiming through her him or them any Estate or interest at law or in equity in the premises hereby assured or any part thereof produce or cause to be produced to Her him or them or Her his or their Solicitor or Agent or such other person or persons as she he or they shall direct or in the course of any judicial or other proceeding or otherwise as occasion shall require all or any of the deeds mentioned in the Schedule hereunder written for the proof defence and support of the title and possession of The Queen's Majesty Her Heirs Successors or assigns or any such other person or persons as aforesaid to the premises hereby assured or any part thereof and will at the like request and cost permit the same to be examined inspected or given in evidence And will also at the like request and cost of the Queen's Majesty Her Heirs Successors or assigns or any such other person or persons as aforesaid

make and furnish or cause to be made and furnished to Her him or them such true attested or other copies or abstracts of or extracts from the same deeds as she he or they may require And will (during the period aforesaid) keep the same deeds safe whole and uninjured fire or other inevitable accident only excepted Provided always and it is hereby declared that in case the said deeds hereby covenanted to be produced or either of them shall at any time hereafter be delivered by the holder or holders thereof to any other person or persons lawfully entitled to the custody thereof and such person or persons shall (at the like request and cost) thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained - a covenant for the production and furnishing copies and safe custody of the deeds which shall have been so delivered up similar to the covenant hereinbefore contained or a statutory acknowledgment and undertaking to the same or a similar effect then and in such case the said last mentioned covenant shall thenceforth be null and void so far as regards the deeds or deed to which the said substituted covenant shall relate.

Secondly that all obligations and liabilities imposed by law in respect of the said deeds or documents shall be observed and performed not only at the requesting writing and at the cost of Her Majesty or of any person claiming through or under Her but also at the request in writing and at the cost of a Commissioner for the time being of Her Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown And the said Edward Hafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently involled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written

The

The Schedule above referred to

1. Indenture of 26th September 1862 between Caroline Tinker of the first part William Beale Bugden of the second part Charles Castleman of the third part and Henry Oakes of the fourth part.
2. Indenture of 29th September 1896 between Oswell Sullivan Macleay Walter St George Burke and Hugh Ford Searight of the first part Mabel Macleay of the second part Alexander Caldeleugh Macleay of the third part and the said Henry Tilley and Frank Barnabas Courtenay of the fourth part. –

Henry (L) Tilley
Frank B. (L) Courtenay

E Stafford (L) Howard

Signed sealed and delivered by the within named Henry Tilley in the presence of
John Ward
Auctioneer
36 Finsbury Pavement
London E.C.

Signed sealed and delivered by the within named Frank Barnabas Courtenay in the presence of
Lucas Rumsey
Solr.
Christchurch & Bournemouth

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of
Robt Rodney
J.P. for Gloucester
The Parks. Thornbury

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.

Maurice Newlett
Keeper of the Records

28th December 1896

E. & Key
L.R.R.

211 Assignment by Mrs. M. M. Black & anor to Mesrs E. & H. E. Morant & anor dated 15th Sept 1908 } See BR p. 22 Consent to alterations entered at page 350 assignment to Mr. A. Black entered docquet Book I p 3. Probate of M. A. Black's Will see Do. page 14

Dated 18th December 1896

County of Southampton

E. Stafford Howard Esqr a Commr. of Her Majesty's Woods &c

— to —

Henry Tilley Esq and another.

Lease of a cottage farm buildings and land in the Parish of Lyndhurst

Commencing 10th October 1896
Term of years 21
Expires 10th Oct. 1917

Rent £45 per Annum.

File F4173 I

By Off Lr No F 816/90 of 4th May 1898 - permission was given to make an approach road across the waste on the south side of this land.

This Indenture

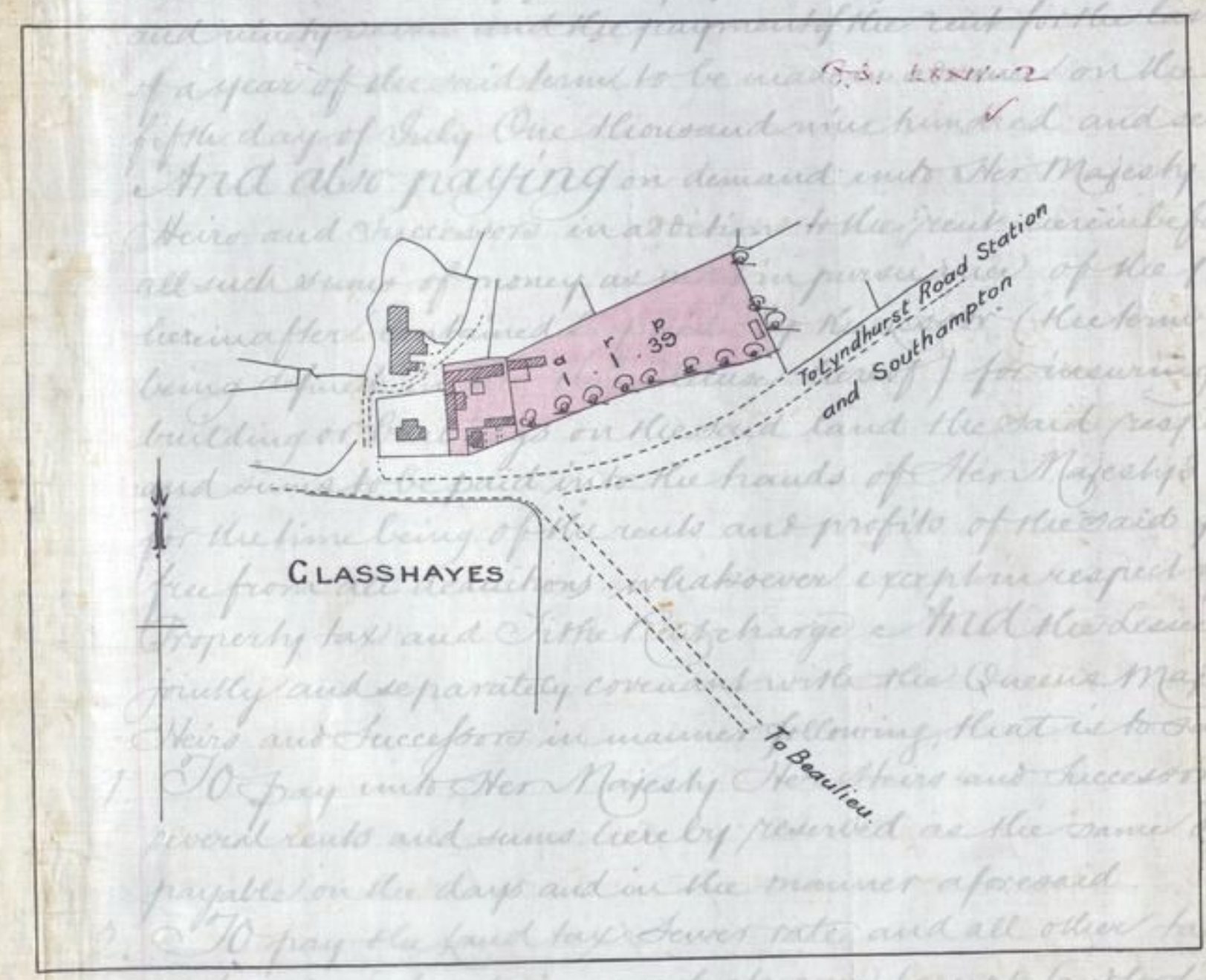
made the eighteenth day of December One thousand eight hundred and ninety six Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the hereditaments hereinafter demised of the second part and Henry Tilley of Allerton Putney in the County of Surrey, Gentleman, and Frank Barnabas Courtenay of Bournemouth in the County of Hants, Estate Agent (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers in anywise enabling him so to do and with the authority of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the third day of December One thousand eight hundred and ninety six Doth on behalf of Her Majesty demise and lease unto the lessees All that piece of land (hereinafter called "the said land") containing one acre one rood and thirty nine perches or thereabouts situate in the Parish of Lyndhurst in the County of Southampton and being on the north side of the Lyndhurst Road Together with the cottage and buildings erected thereon which said premises are delineated and coloured red and the dimensions thereof are shown on the Plan in the margin hereof Together with all ways lights easements and appurtenances to the said demised premises belonging Reserving unto Her Majesty Her Heirs and Successors all timber and other trees and all substrata under the said demised premises And reserving also unto Her Majesty Her Heirs and Successors and the Lessees and Occupiers for the time being of any other buildings or land belonging to Her Majesty the free passage of water and soil from such other buildings or land through the channels sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the Lessees from the tenth day of October

One thousand eight hundred and ninety six for the term of Twenty one years Paying therefor unto The Queen's Majesty Her Heirs and Successors during the said term the clear yearly rent of Forty five pounds and such additional yearly sum by way of rent as shall be paid by the Lessor in respect of the Title Rent Charge payable yearly in respect of the said premises by equal quarterly payments on the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year up to and including the fifth day of July One thousand nine hundred and seventeen the first quarterly payment thereof to be made on the fifth day of January One thousand eight hundred and ninety seven and the payment of the rent for the last quarter of a year of the said term to be made on the said fifth day of July One thousand nine hundred and seventeen

And also paying on demand unto Her Majesty Her Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as shall be paid by Her Majesty Her Heirs and Successors for insuring any building on the said land the said respective rents and sums to be paid unto the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions whatsoever except in respect of Landlord's Property tax and Tithe Rent charge and Mr Alexander Lovelby jointly and separately covenant with the Queen's Majesty Her Heirs and Successors in manner following that is to say

1. To pay unto Her Majesty Her Heirs and Successors the said several rents and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid

2. To pay the land tax sewer rates and all other taxes rates assessments and outgoings whatsoever (except Landlord's property tax and Tithe Rent charge) now or at any time hereafter during the said term payable in respect of the demised premises.



3. During the said term hereby granted as often as occasion shall require to well and substantially repair uphold cleanse and keep so that the same shall be delivered up at the end or sooner determination of the term only in as good a state of repair as the same are now in the said Cottage and all buildings that are now in the said Cottage and all buildings that are now or that may hereafter be erected on the said land and

One thousand eight hundred and ninety six for the term of Twenty one years Paying therefor unto The Queen's Majesty Her Heirs and Successors during the said term the clear yearly rent of Forty five pounds and such additional yearly sum by way of rent as shall be paid by the Lessor in respect of the Title Rent charge payable yearly in respect of the said premises by equal quarterly payments on the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year up to and including the fifth day of July One thousand nine hundred and seventeen the first quarterly payment thereof to be made on the fifth day of January One thousand eight hundred and ninety seven and the payment of the rent for the last quarter of a year of the said term to be made in advance on the said fifth day of July One thousand nine hundred and seventeen And also paying on demand unto Her Majesty Her Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the Lessor (the term "Lessor" being defined in the 16th Clause hereof) for insuring any building or buildings on the said land the said respective rents and sums to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions whatsoever except in respect of Landlord's Property tax and Title Rent charge And the Lessees hereby jointly and separately covenant with the Queens Majesty Her Heirs and Successors in manner following, that is to say

1. To pay unto Her Majesty Her Heirs and Successors the said several rents and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid.
2. To pay the land tax Sewer rate and all other taxes rates assessments and outgoings whatsoever (except Landlord's property tax and Title Rent charge) now or at any time hereafter during the said term payable in respect of the demised premises.
3. During the said term hereby granted as often as occasion shall require to well and substantially repair uphold cleanse and keep so that the same shall be delivered up at the end or sooner determination of the term only in as good a state of repair as the same are now in the said Cottage and all buildings that are now in the said Cottage and all buildings that are now or that may hereafter be erected on the said land and

all party and other walls posts pales iron and other rails and fences and all other appurtenances belonging thereto and clear out and cleanse all the ditches watercourses, sluices, sewers and drains belonging to the said premises and at the end or sooner determination of the said term to surrender and yield up to the Lessors the said premises together with all additions and improvements thereto not being machinery or in the nature of Tenants fixtures and fittings and all marble and other chimney pieces windows window shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all waterclosets baths sinks and things belonging thereto respectively cisterns gas water and other pipes wainscots partitions shelves dressers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair but this Clause shall be subject to the provisions of Clause 13 hereinafter contained.—

4 To properly maintain as a Paddock or lay out and plant as a Garden or Pleasure ground but not as a Market garden such part of the said land as is not built upon and keep the same in good order and condition and the trees (if any) preserved from injury.

5. To pay on demand a reasonable share to be ascertained and determined by the Architect or Surveyor for the time being of the Lessor of the Expenses of making repairing and cleansing all party walls and fences sewers drains gutters and other appurtenances and easements used or enjoyed by or capable of being used or enjoyed by the Owners or Occupiers of the demised premises in common with the Owners or occupiers of any adjoining premises.—

6 At all times during the said term to keep all buildings for the time being on the said land insured in the Royal Exchange Insurance Office or in some or one of the Public fire insurance Offices in London or Westminster approved of by the Lessor in the joint names of The Queen's Majesty Her Heirs and Successors and of the Lessees in a sum of Sixhundred pounds at the least And whenever required so to do to show to the Lessor or to Her Majesty's said Receiver the Policy or Policies of such insurance and the receipt or receipts for the premium or premiums of insurance

which shall have become payable for the current year And in case such insurance or insurances shall not be effected or kept on foot or if the said Policy or Policies and receipt or receipts shall not be produced as aforesaid then the Lessor may insure the said buildings or any of them in the amounts hereinbefore mentioned or any less amount in such name or names as he may deem proper and may recover all monies paid for such purpose as rent under the reservation hereinbefore contained And all moneys payable under any insurance or insurances shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the Lessor or his Architect or Surveyor according to such plan as the Lessor may by writing approve of.

7 To paint twice over with good and proper oil colours in a workmanlike manner and to the satisfaction of the Lessor or his Architect or Surveyor all the outside parts usually painted of all buildings for the time being on the said land in every fourth year of the said term and the inside parts usually painted of such buildings in every eighth year of the said term and paint and tar all such of the said fences and wooden erections as have been usually painted and tarred as often as occasion shall require.

8 To permit the Lessor or his Agents or Servants at all seasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the last seven years of the said term in like manner to enter into the said premises and take a Schedule of the Landlord's fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be found the Lessees will upon notice thereof in writing being given to or left on the demised premises for them substantially and properly repair paint and amend the same accordingly and within the meaning of the covenants contained in these presents within three Calendar months next after any such notice shall have been given or left as aforesaid And in case the Lessees shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter into the demised premises and to perform and complete the said repairs and painting and the Lessees will on demand pay to Her Majesty Her Heirs and Successors all expenses to be incurred thereby and in case of non payment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered by distress as rent hereby reserved and in

arrear.

9 To permit the Agents workmen and others employed or authorised by the Lessor at seasonable times in the day time during the said term to enter into the said premises to repair any contiguous messuage or building or to make or lay drains and empty or repair any of the watercourses drains or gutters belonging to any such contiguous messuage or building as often as occasion may require and on the Lessor making good to the Lessees all damage which may be thereby occasioned and in case any dispute shall arise between the Lessees and the Tenant or Occupier of any such contiguous messuage or building relating to party walls watercourses drains or gutters or to any other appurtenances or easements whatsoever the Lessor may (if he shall think fit) determine every such dispute on the part of the Lessees in such manner as he the Lessor shall think reasonable and shall by any writing under his hand order and the Lessees will submit to and abide by every such determination.

10 Not at any time during the said term to exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever but to keep the said Cottage and premises as a private dwelling house or professional residence or Estate Office only and the other buildings as farm buildings as heretofore and without making or allowing to be made any show of business therein without the consent in writing of the Lessor.

11 At all times during the said term to preserve all the trees upon the said land from bite of Cattle or other injury and not to raise any substrata from the said land without the previous consent in writing of the Lessor and generally not to do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any neighbouring premises.

12. Not to erect any additional building during the said term upon the said land other than such as shall have been previously approved of in writing by the Lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said C

land nor alter or change the fences or railings or any of the architectural decorations of such buildings nor make or set up any addition either in height or projection to or any erection on any part of the premises without in every case obtaining the previous consent in writing of the Lessor.

13 Provided always and it is hereby agreed and declared that in the event of any building or buildings being erected during the said term by the Lessees upon the land hereby demised with such consent as aforesaid or the Lessees with the like consent making or executing any alterations in the nature of permanent improvements to the existing buildings the Lessor shall upon the expiration or sooner determination of the said term pay or allow to the Lessees fair and reasonable compensation in respect of any such building or buildings alterations then standing or being on the said premises the amount of such compensation to be fixed and determined by two Arbitrators one to be chosen by the Lessor and the other by the Lessees or in case of disagreement by an Umpire to be appointed by such Arbitrators before they proceed upon such Valuation and the decision of such Arbitrators or Umpire shall be final and conclusive.

14 Not to assign or underlet the demised premises or any part thereof or part with the possession of these presents without the previous consent in writing of the Lessor and at their own charges to cause all Assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Orders of Court, Probates of Wills, and Letters of Administration affecting the Lease or the term hereby granted within six Calendar months from the respective dates thereof to be involled in the Office of Land Revenue Records and Involments and minutes or dockets thereof to be entered in the Office of the Commissioners of Woods and to pay the usual fees therefor.-

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

16 Provided lastly and it is hereby declared and agreed that the term "Lessor" herein means the Queen's Majesty Heirs

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

17 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 to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

E Stafford (L.S.) Howard Henry (L.S.) Tilley
Frank B (L.S.) Courtenay

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of
Robt. Rodney
JP for Gloucester
The Parks. Thornbury

Signed sealed and delivered by the within named Henry Tilley in the presence of
John Ward
Auctioneer
36 Finsbury Pavement
London, E.C.

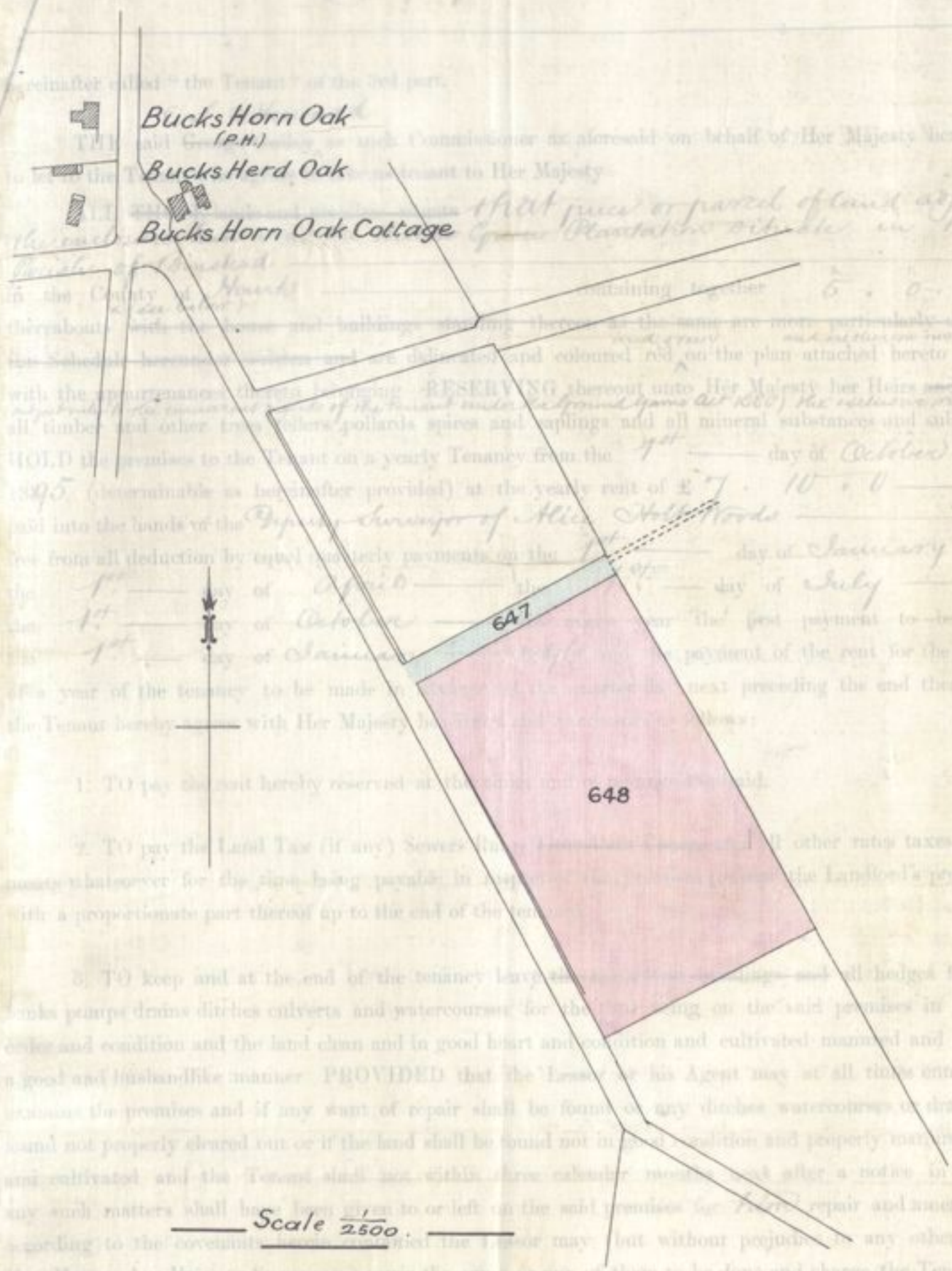
Signed sealed and delivered by the within named Frank Barnabas Courtenay in the presence of
Lucas Ridmsey
Solr., Christchurch & Bournemouth.

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.
Maurice Hewlett
Keeper of the Records

28th December 1896

Articles of Agreement made the 22nd day of January 1896

BETWEEN THE QUEEN'S MOST EXCELLENT MAJESTY of the 1st part ~~GEORGE CULLEY~~ Edward Stafford Howard



× and also so far as the said E. S. Howard has power to demise the same that other strip or parcel of land situate on the North side of and adjoining the before described piece of land and containing one rood and two perches or thereabouts which said pieces of land

Articles of Agreement made the 22nd day of January 1896

BETWEEN THE QUEEN'S MOST EXCELLENT MAJESTY of the 1st part ~~GEORGE CULLEY~~ Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of premises hereby agreed to be let of the 2nd part and Arthur Aldred of Buckshorn Oak Farnham in the County of Hants

hereinafter called "the Tenant" of the 3rd part.

E. S. Howard

THE said ~~George Culley~~ as such Commissioner as aforesaid on behalf of Her Majesty hereby agrees to let to the Tenant who agrees to take as tenant to Her Majesty

ALL ~~THOSE lands and premises situate~~ that piece or parcel of land adjoining the enclosure known as the Willow Green Plantation situate in the Parish of Binstead in the County of Hants containing together a. 5 r. 0 p. 26 or thereabouts × (see below) ~~with the house and buildings standing thereon as the same are more particularly described in the Schedule hereunder written and~~ are delineated and coloured red and green on the plan attached hereto and are thereon numbered 648 & 647 respectively Together with the appurtenances thereto belonging RESERVING thereout unto Her Majesty her Heirs ~~and~~ Successors & assigns (subject only to the concurrent rights of the Tenant under the Ground Game Act 1880) the exclusive right of hunting, shooting and sporting together with the right of way over the said piece of land No. 647 And also reserving all timber and other trees tellers pollards spires and saplings and all mineral substances and substrata TO HOLD the premises to the Tenant on a yearly Tenancy from the 1st day of October 1895 (determinable as hereinafter provided) at the yearly rent of £ 7 . 10 . 0 to be paid into the hands of the Deputy Surveyor of Alice Holt Woods free from all deduction by equal quarterly payments on the 1st day of January the 1st day of April the 1st day of July and the 1st day of October in every year the first payment to be made on the 1st day of January 1896 and the payment of the rent for the last quarter of a year of the tenancy to be made in advance on the quarter day next preceding the end thereof AND the Tenant hereby agrees with Her Majesty her Heirs and Successors as follows:

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

2. TO pay the Land Tax (if any) Sewers Rates ~~Tithe Rent Charge~~ and all other rates taxes and assessments whatsoever for the time being payable in respect of the premises (except the Landlord's property Tax) with a proportionate part thereof up to the end of the tenancy.

3. TO keep and at the end of the tenancy leave ~~the house and buildings and~~ all hedges fences gates banks pumps drains ditches culverts and watercourses for the time being on the said premises in good repair order and condition and the land clean and in good heart and condition and cultivated manured and managed in a good and husbandlike manner PROVIDED that the Lessor or his Agent may at all times enter upon and examine the premises and if any want of repair shall be found or any ditches watercourses or drains shall be found not properly cleared out or if the land shall be found not in good condition and properly manured managed and cultivated and the Tenant shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for him repair and amend the same according to the covenants herein contained the Lessor may (but without prejudice to any other remedy of Her Majesty her Heirs or Successors) cause the same or any of them to be done and charge the Tenant with all expense incurred which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

~~4. TO preserve all the trees tellers pollards spires and saplings upon the said premises from bite of cattle or other injury and not to commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said premises or any part thereof.~~

× and also so far as the said E. S. Howard has power to demise the same All that other strip or parcel of land situate on the North side of and adjoining the before described piece of land and containing one rood and two perches or thereabouts which said pieces of land

5. *NOT to cultivate any part of the arable land with hemp flax teazels woad or other unusual or exhausting crops nor leave for seed on such land any turnips rape mustard rye grass or any such plants AND not to cultivate in any year with any white straw crops including wheat oats barley and rye any part of the land cultivated with any such crops in the preceding year and not to plant any field with potatoes more than once in any two years.*

~~6. NOT to plough or break up any of the grass land without the consent in writing of the Lessor~~ and not to cut for hay more than once in the year any of such grass land and to bring back upon the said land and spread thereon not less than one half of the market value of the hay *straw chaff and other fodder root crops and green crops* produced thereon and sold or carried off therefrom in good dung or other manure equivalent thereto within six months after any such sale or carrying off and to produce if required correct and duly vouched accounts of all produce sold or carried off and of all manure brought back specifying the times of sale or carrying off and bringing back respectively and once at least in every year ~~to spud and destroy the thistles and docks on the grass land and keep cut and levelled the ant hills thereon.~~

7. TO leave at the end of the tenancy without requiring any compensation for the same all the dung and manure that may then be upon the premises ~~*and to permit the Lessor or the incoming tenant with servants and others and with horses carts ploughs*~~ *and other implements upon any part of the land that may be intended to be left fallowed at any time after the commencement of the last year of the tenancy and upon any land to be left in clover lay at any time after the 24th day of August in such last year for* ~~*the purpose of making such fallows sowing and otherwise preparing the land in the usual course of agriculture.*~~

8. NOT to assign or underlet the premises or any part thereof without the previous consent in writing of the Lessor and to procure every Assignment of the premises or any part thereof and all Probates of Wills and Letters of Administration affecting these Presents or the tenancy hereby created to be within six calendar months from the date thereof respectively inrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues.

PROVIDED ALWAYS and these Presents are upon this condition that if any rent hereby reserved shall be in arrear for 21 days or if there shall be a breach of any of the agreements on the part of the Tenant herein contained or if the Tenant shall become Bankrupt or either voluntarily or involuntarily do or suffer anything in consequence whereof his interest in the premises shall without such consent as aforesaid become vested in any other person except by bequest or by representation as executor or administrator THEN and in any of the said cases the Lessor may re-enter and retain possession of the premises as fully in all respects as if these presents had not been made and in case of any such re-entry there shall be payable by the Tenant to Her Majesty her Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the day on which such re-entry shall have been made.

PROVIDED ALSO and it is hereby agreed that the 33rd Section of the Agricultural Holdings (England) Act 1883 shall not apply to the tenancy hereby created but that such tenancy may be determined at the end of any year thereof either by the Lessor upon giving to or leaving on the premises for the Tenant six calendar months' previous notice in writing of his intention so to do or by the Tenant upon giving to the Lessor or leaving at the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues a similar notice and paying the rent hereby reserved and performing and observing the agreements on the part of the Tenant herein contained up to the day of the tenancy becoming determined.

AND IT IS HEREBY 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 premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by Law to the management and direction thereof and that all rights and obligations of the Tenant under these

presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

AND the said ~~George Culley~~ E. J. Howard doth hereby direct that this Instrument 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 set their hands the day and year first above written.

~~THE SCHEDULE ABOVE REFERRED TO.~~

No. on Plan	Description	Cultivation	Quantity		
			A.	R.	P.

Signed by the said Edward Stafford Howard in the presence of
(sd) J M Duncan
Office of Woods &c
Whitehall place

(sd) E Stafford Howard

Signed by the said Arthur Aldred in the presence of
(sd) James Brown John
Baker &c
Bucks Horn Oak
Farnham
Surrey

(sd) Arthur Aldred

Certificate of Inrolment
Dated 24th Jan 1896
(sd) F. J. Nardale
Dep: Keeper of the Records

Plan

DATED 22nd January. 1896.

E. S. Howard
~~GEORGE CULLEY~~, Esq., a Commissioner of Her Majesty's Woods, Forests, and Land Revenues;

and

Mr. Arthur Aldred

DRAFT

AGREEMENT for letting Lands at Binstead, Hants

containing 5 a. : 1 r. : 28 p. or thereabouts, on a yearly tenancy from the 1st day of October 1895.

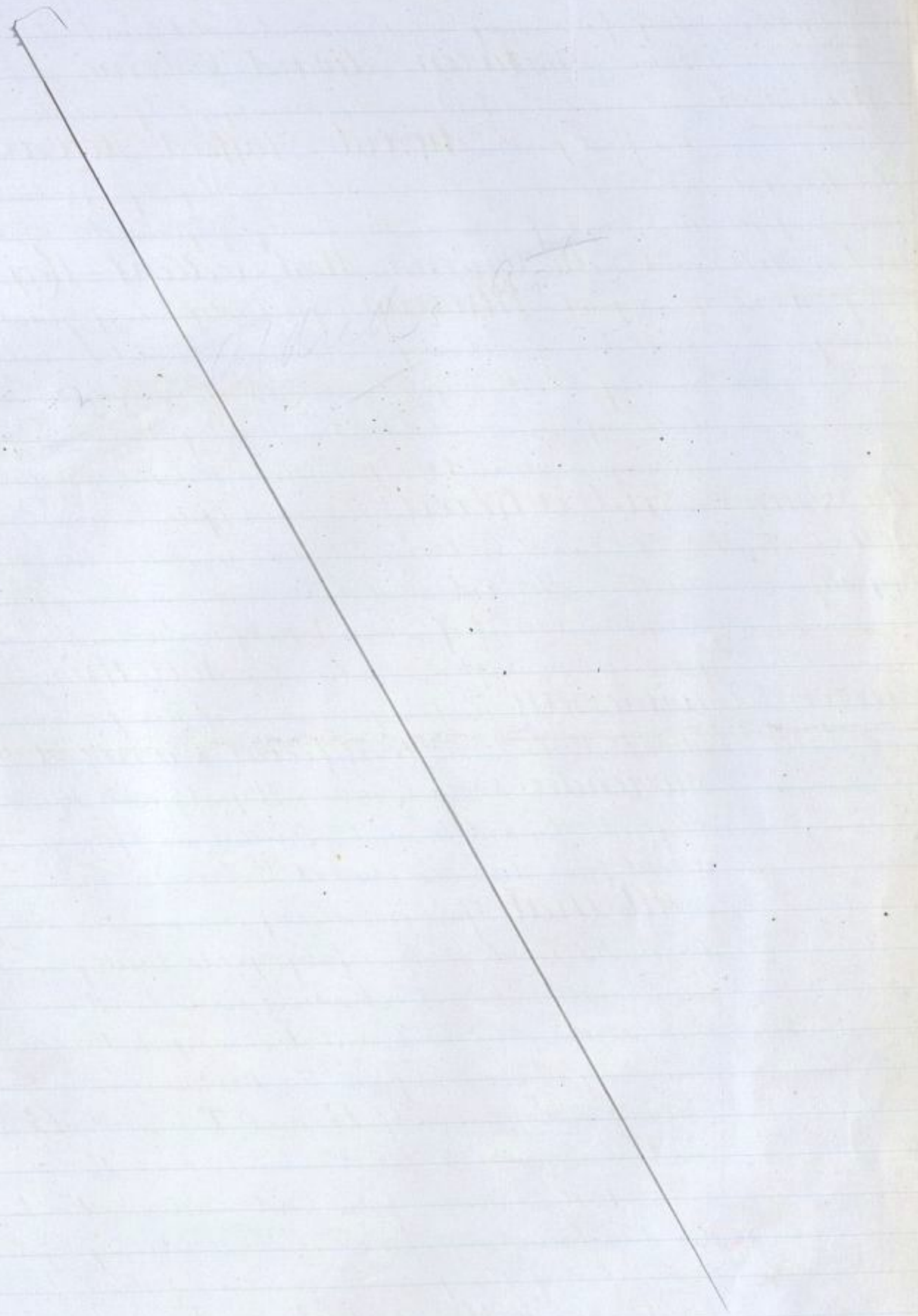
RENT £7. 10/- per annum.

R & S (15,525) 100 6—84

217

Keeper of the Records

28th December 1896



Dated 14th January 1897

Dean Forest

The Regist.d Owner of the Birch Hill Folly No. 2 Colliery

— to —

The Queen's Most Excellent Majesty

Surrender of Gale.

This Indenture

made the fourteenth day of January One thousand eight hundred and ninety seven Between Edward Osborne of Coalway Lane End near Coleford in the County of Gloucester Collier of the first part Edward Stafford Howard Esquire a Commissioner of Woods and Her Majesty's Traveller of and for the Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas by a Certificate of Grant dated the first day of January One thousand eight hundred and ninety a certain Gale called the Birch Hill Folly No. 2 Colliery was granted to Edmund Riley Morse subject to the tonnage rent and the provisions therein reserved and contained And whereas the said Gale is now vested in the said Edward Osborne who has requested the said Edward Stafford Howard as such Commissioner as aforesaid to accept on behalf of Her Majesty a Surrender of the said Gale as hereinafter mentioned Now this Indenture witnesseth that in pursuance of the premises he the said Edward Osborne as Beneficial Owner doth hereby surrender to The Queen's Majesty and the said Edward Stafford Howard as such Traveller as aforesaid doth hereby accept from the said Edward Osborne a Surrender of All that Gale or Colliery commencing at a point in the Birch Hill Level at about forty yards directly in the deep of the Winnell Pit and extending in a Northern direction as deep as the said level will drain up to the line of the two boundary stones set up as the Northern boundary of this Colliery and numbered B and T1 and B and T2 and in a Southern direction as deep as the said level will drain to the outcrop of the Coal and in the land up to the deep boundary of the Winnell Colliery Gale and all other if any the premises granted by the before mentioned Certificate To the intent and purpose that the said Grant of the Gale and all the Estate and interest now subsisting in the said premises under or by virtue of the same Grant may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of Her Crown And the said Edward Stafford Howard doth hereby direct that this deed shall be

deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and th

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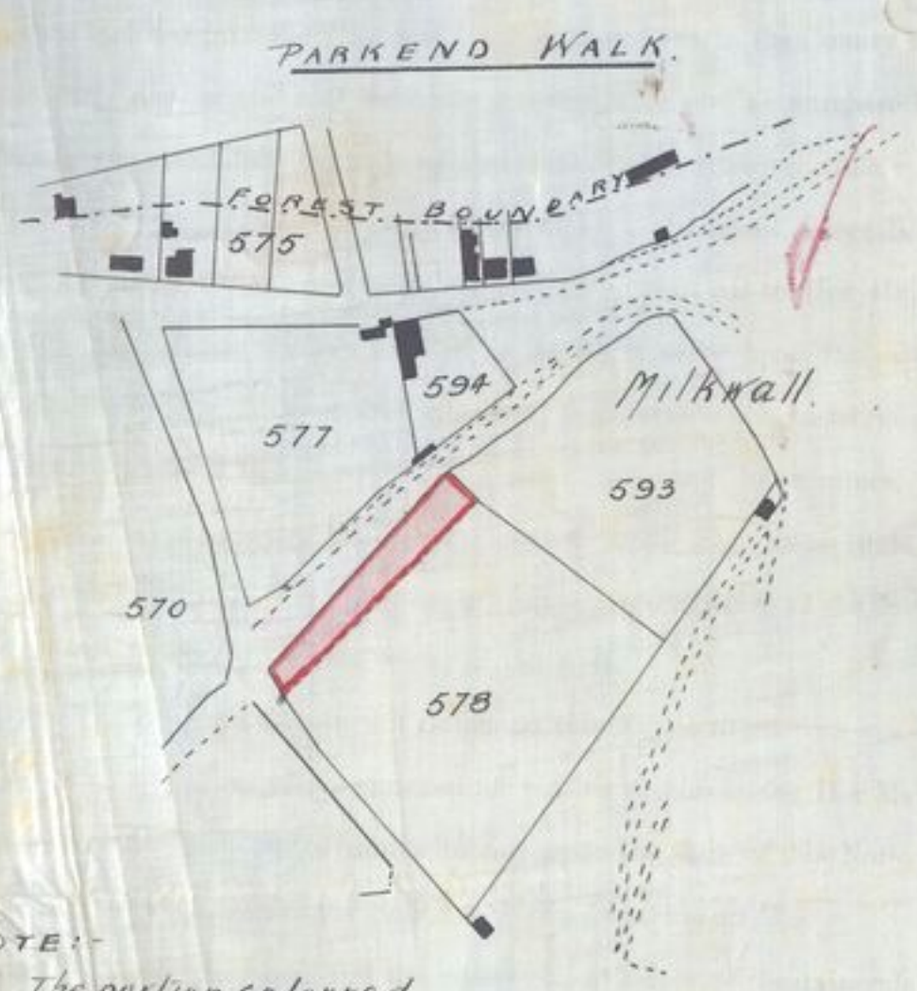
Rd.

By the Commissioner of Woods, Forests, and Land Revenues, in charge of Her Majesty's Forest of Dean.

WDR 1677/71

O.S. 38·8



NOTE:-
The portion coloured Red = 0·0R·3P

Scale = 3·157 Chains to 1 Inch

Mr. William Morgan

Commissioner of Woods, Fo
and Land Revenues.

W. H. & L. (759)—49164—250 7.94

By the Commissioner of Woods, Forests, and Land Revenues, in charge of Her Majesty's Forest of Dean.

I, the undersigned, do hereby give you notice either to attorn Tenant to Her Majesty in respect of the Lands specified in the Schedule to this Notice (which have been inclosed from the Wastes of the Forest of Dean in the County of Gloucester) at the yearly rent in the said Schedule mentioned, or else to purchase Her Majesty's interest in the said Lands at the price also mentioned in such Schedule.

This Notice does not apply to the right to the mines, minerals and substrata within, under, and upon such lands, which right is reserved to Her Majesty with full power for all persons lawfully entitled so to do, to enter upon the said lands and to work the said mines, minerals and substrata; and there is also to be reserved the right to work through or by means of the said lands any other mines, minerals and substrata belonging to Her Majesty, beyond the limits of the same lands.

The letting or sale will also be subject to the rights of the free miners of the Forest of Dean, and to the provisions of the Acts.

In the event of your not returning this Notice to me with one or other of the forms of Agreement hereunto annexed for renting or purchasing Her Majesty's interest in the said Lands, signed, within a month from the date of this Notice, I shall place the matter in the hands of the Solicitor to this Department.

The Conveyance, and the reservations therein of the minerals and substrata, with the rights of working, will be in the customary form adopted in the office of Woods, Forests and Land Revenues.

E. Stafford Ann

Commissioner of Woods, Fo
and Land Revenues.

Mr. William Morgan

W. B. & L. (750)—49164—250 7.94

219

Estate Inclosures

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THE SCHEDULE referred to in the foregoing Notice.

No. on Crown Plan	Description of Land inclosed	Quantity			Name of Occupier	Yearly Rent			Purchase Money			Cost of Conveyance and Agreement
		A.	R.	P.		£	s.	d.	£	s.	d	
Pt of 415	Bounded on the North and East by the remainder of the encroachment No 415 on the Crown Map of Parkend Coalk and on all other sides by open Forest.	0	0	39	Wm Morgan	0	19	6				

freehold and inheritance of the said premises mentioned in
Her Majesty in right of Her Crown And the said Guard
Hafford Howard doth hereby direct that this deed should 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 first and second parts have hereunto set their hands and seals the day and year first above written.

E (Ld) Osborne — E Stafford (Ld) Howard

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

A. W. Seymour
Coleford. Glos
Accountant

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 Inrolments and an entry thereof made or filed by me

Maurice Hewlett
Keeper of the Records.

16th January 1897
R.d.

New Forest
Easements
C. Light
Mrs Clough
Permission
to make road

25 Nov. 1896.

2055

File 41053

Office of Woods &c, S.W.
25 Nov. 1896.

Sir,

New Forest

Mr Lascelles the Deputy Surveyor of the New Forest has reported to me that a trespass has been committed on the Crown waste by the making of a gravelled roadway or sweep across it at Burley to connect Mrs Clough's property with the main road, and I have to express surprise that this was done without first obtaining permission, especially in view of the fact that Mrs Clough already holds permission to repair the lane known as Honey Lane.

I am however willing to grant Mrs Clough permission to maintain the gravelled road which has been made in the position shewn by red lines on the tracing sent herewith on the following conditions

(1) This permission to be strictly during the pleasure of this Department.

(2) An acknowledgment of 10/- to be paid in advance on the 1st December in each year during the continuance of the permission.

(3) Mrs Clough to undertake not to make any payment to the Verderers in respect of the privilege hereby granted without previously communicating with this Office.—

I have to request that you will return the accompanying letter signed and dated agreing to the above conditions on Mrs Clough's behalf, and will pay the sum of 10/- to Mr Lascelles forthwith.

I am, Sir,
Your obedient Servant
Stafford Howard

C. Light Esq
Melbourne House
Bartley Totton, Hants.

Burley
November 1896

Sir,

On behalf of Mrs Clough I beg to accept your offer dated the 25th November 1896 of permission during the pleasure of your Department to maintain a gravelled road across the Crown waste adjoining her property at Burley as

221.

New Forest
Easements
C. Light
Mrs Clough
Permission
to make road

25 Nov. 1896.

2055

Office of Woods &c., S.W.
25 Nov. 1896.

Sir,

New Forest

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I am however willing to grant Mrs Clough permission ...hich has been made in ... the tracing sent herewith ...

...ving the pleasure of ...

...e paid in advance on ...ing the continuance of ...

...make any payment ... privilege hereby granted ...ing with this Office. — ...vm the accompanying ...e above conditions on ... the sum of 10/- to ...

Sir,

...obedient Servant
Stafford Howard

...vember 1896

...beg to accept your offer dated the 25th November 1896 of permission during the pleasure of your Department to maintain a gravelled road across the Crown waste adjoining her property at Burley as

New Forest (Ex Rec) & Ring
Dep. No 3. Sheet LXXI

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TO BURLEY

25 inch Ordnance Survey

THE SCHEDULE referred to in the foregoing Notice.

as shewn on the tracing accompanying your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, Sir
Your obedient Servant
E Stafford Howard by
fc fc fc
le Light
Agent Miss Clough
Jan. 7th 1897

New Forest
Easements
Mr Mitfield
Permission to repair road

30 Dec 1896

2245

Office of Woods &c, S.W.
30th Decr 1896

Sir,

New Forest

Mr Lascelles, the Deputy Surveyor, has reported to me your application for permission to repair a piece of road which runs over the Crown Waste adjoining Linford Farm.

In reply I have to state that I am willing to give you permission to repair and maintain the road between the points A and B as shewn on the enclosed tracing and to maintain the Culverts between the points C and D on the same plan on the following conditions –

1. An acknowledgment of 1/- to be paid in advance on the 1st January in each year during the continuance of the permission.
2. The permission to be strictly during the pleasure of this Department.
3. The surface of the soil to be restored on the termination of the permission.

You will be good enough to sign, date, and return the enclosed letter agreeing to the above conditions to this Department and on paying the acknowledgment of 1/- to Mr Lascelles you will be permitted to proceed with the necessary works, and Mr Lascelles will be authorized to assign some gravel to you from the neighbouring brook for the repairs.

Mr Mitfield
Linford Farm
Ringwood, Hants

I am Sir
Your obedient Servant
E Stafford Howard

Linford Farm
Ringwood
January 4th 1897

Sir,

I beg to accept the offer contained in your letter of the 30th December

THE SCHEDULE referred to in the foregoing Notice.

December of permission to maintain during the pleasure of your Department a road on the Crown waste adjoining my property as shewn in red on the plan accompanying your letter, and I agree to pay the acknowledgment and observe the conditions therein specified.

I am, Sir,
Your obedt Servant
George Whitfield
Hill Farm
Winkton, R.S.O.

W. E. Stafford Howard Esq
Jr. Jr. Jr.

Dated
Jan. 18

County
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E Staff
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Woods